

# WESTMONT HOMEOWNERS' ASSOCIATION #3 SOUTH

## HOMEOWNERS' MANUAL With Rules and Regulations

**Approved August 22, 2012**

**Section 5.14 revised July 2018**

**Section 7. 1, Section 10.2 Revised October 2022**

## Table of Contents

|      |                                                    |    |
|------|----------------------------------------------------|----|
| 1    | Welcome to Westmont HOA #3 South .....             | 1  |
| 2    | Board of Directors Mission Statement .....         | 1  |
| 3    | Important Contacts .....                           | 2  |
| 4    | Governing Structure of the Association .....       | 4  |
| 5    | General Information .....                          | 5  |
| 5.1  | Mail .....                                         | 5  |
| 5.2  | Copies of Documents .....                          | 5  |
| 5.3  | Assessment Collection and Delinquency Policy ..... | 5  |
| 5.4  | Trash Collection .....                             | 5  |
| 5.5  | Common-Area Keys .....                             | 6  |
| 5.6  | Board Meetings .....                               | 6  |
| 5.7  | Newsletter .....                                   | 6  |
| 5.8  | Communicating with the Board .....                 | 6  |
| 5.9  | Insurance .....                                    | 7  |
| 5.10 | Graffiti .....                                     | 8  |
| 5.11 | Pest Control .....                                 | 8  |
| 5.12 | Repairs, Maintenance, Landscape Assistance .....   | 8  |
| 5.13 | Municipal Services .....                           | 8  |
| 5.14 | Renting/Leasing Your Unit .....                    | 8  |
| 5.15 | Water Conservation .....                           | 9  |
| 6    | Maintenance Responsibilities .....                 | 9  |
| 6.1  | Association Responsibilities: .....                | 9  |
| 6.2  | Homeowner Responsibilities: .....                  | 9  |
| 7    | Courtesy Rules .....                               | 10 |
| 7.1  | Noise .....                                        | 10 |
| 7.2  | Barking Dogs .....                                 | 10 |
| 7.3  | Complaints and Conflicts .....                     | 10 |
| 8    | Enforcement of Association Rules .....             | 11 |
| 9    | Individual Unit Rules and Responsibilities .....   | 12 |
| 9.1  | Patios .....                                       | 12 |
| 9.2  | Over-Garage Sun Decks .....                        | 12 |
| 9.3  | Garage Doors & Operating Devices .....             | 13 |
| 9.4  | Garage Rules .....                                 | 13 |
| 10   | Recreational Facilities .....                      | 14 |
| 10.1 | General Rules .....                                | 14 |
| 10.2 | Pool and Pool Area Rules .....                     | 14 |
| 10.3 | Cabana/Kitchen Reservation Rules .....             | 15 |
| 10.4 | Sauna Rules .....                                  | 16 |
| 10.5 | Tennis Court Rules .....                           | 16 |
| 11   | Alley and Parking Rules .....                      | 17 |
| 12   | Common Area/Landscape Control .....                | 18 |
| 13   | Architectural Approval .....                       | 19 |
| 14   | Architectural Control .....                        | 20 |
| 14.1 | Personal Satellite Dish Installation Policy .....  | 21 |
| 15   | Maintenance Responsibility Check List .....        | 23 |
| 16   | Site Map of Our Property .....                     | 25 |

# **Westmont Homeowners Association #3 South**

## **1 Welcome to Westmont HOA #3 South**

Your Homeowners' Association has designed this handbook to help members and residents understand how the Association operates, and how each of us has a responsibility in that operation.

We all share much in common within our complex: the use of our common areas and facilities; our collective rights, obligations, and responsibilities; and our desire to live in a safe and enjoyable environment.

The common areas are for the exclusive use and enjoyment of members, residents, and their guests. We wish to maintain our facilities in the best possible condition and we ask everyone to treat our property with care and respect.

We encourage your involvement in our Association, perhaps as a Board or committee member. We all can work together in a positive manner to address our mutual concerns, but we need your cooperation in order to maintain the serenity and beauty of our environment. We can be proud of the reputation "The Gardens" has as a great place to live.

This handbook, dated (2-21-12), contains revised rules; it supersedes any previously issued rules handbook. Because we want you all to be familiar with your basic rights and responsibilities, please read this handbook carefully and keep it available for future reference. For a more detailed description of the Association's purpose, please refer to the Declaration of Covenants, Conditions and Restrictions (CC&Rs), the Articles of Incorporation, and the By-Laws which you should have received from the escrow company when you purchased your unit.

Board of Directors  
Westmont Homeowners Association #3 South  
c/o Scott Management Company  
PO Box 3159  
Torrance CA 90510-3159  
pyad@scottmgmt.com

## **2 Board of Directors Mission Statement**

- To uphold the Association's CC&R's, By-Laws, and Articles of Incorporation
- To maintain and enhance property value.
- To promote compatible living conditions.
- To provide equal representation to all property owners.

**3****Important Contacts**

---

|                               |     |
|-------------------------------|-----|
| Life-threatening Emergencies: | 911 |
|-------------------------------|-----|

---

(For fire, medical, burglaries, etc. in the neighborhood)

NOTE: When you dial 911, the location of the phone you use is known to the emergency operator. False alarms can be traced and are illegal.

---

|                                     |              |
|-------------------------------------|--------------|
| Police Department, Harbor Division: | 310.548.7605 |
|-------------------------------------|--------------|

---

(For lurking strangers, fights, violence, information and non-emergencies)

---

**Bureau of Sanitation**

|                                                                                   |                        |
|-----------------------------------------------------------------------------------|------------------------|
| Bulky items pickup:<br><a href="http://www.lacity.org/san">www.lacity.org/san</a> | 800.773.2489<br>or 311 |
|-----------------------------------------------------------------------------------|------------------------|

---

|                           |              |
|---------------------------|--------------|
| Hazardous Waste Disposal: | 800.988-6942 |
|---------------------------|--------------|

Gaffey Street SAFE Collection Center  
1400 N Gaffey St  
San Pedro, CA 90731  
[www.lacitysan.org/solid\\_resource](http://www.lacitysan.org/solid_resource)

---

|                 |              |
|-----------------|--------------|
| Fire Department | 310.548.2836 |
|-----------------|--------------|

---

**Utility Customer Call Centers**

|              |              |
|--------------|--------------|
| Water:       | 800.342.5397 |
| Gas:         | 800.427.2200 |
| Electricity: | 800.342.5397 |

---

|                          |              |
|--------------------------|--------------|
| Animal Control (strays): | 310.523.9566 |
|--------------------------|--------------|

---

|                             |              |
|-----------------------------|--------------|
| Library – San Pedro branch: | 310.548.7779 |
|-----------------------------|--------------|

---

|                                                |              |
|------------------------------------------------|--------------|
| Metropolitan Transportation Authority (M.T.A.) | 213.626.4455 |
|------------------------------------------------|--------------|

---

|                      |                                                      |
|----------------------|------------------------------------------------------|
| Park and Recreation: | <a href="http://www.LAPARKS.org">www.LAPARKS.org</a> |
|----------------------|------------------------------------------------------|

---

|                 |              |
|-----------------|--------------|
| Poison Control: | 800.876.4766 |
|-----------------|--------------|

---

---

|                                                                 |              |
|-----------------------------------------------------------------|--------------|
| <b><u>Public Schools</u></b>                                    |              |
| L. A. Unified School District:                                  | 213.241.1000 |
| Taper Avenue School (Grades K-5) (1824 Taper Avenue):           | 310.832.3056 |
| Dodson Jr. High (Grades 6-8) (28014 Montereina Drive):          | 310.832.5342 |
| San Pedro High (Grades 9-12) (1001 W. 15 <sup>th</sup> Street): | 310.547.2491 |

---

|                                                            |              |
|------------------------------------------------------------|--------------|
| Harbor Community College (1111 Figueroa Place, Wilmington) | 310.233.4000 |
|------------------------------------------------------------|--------------|

---

|                      |              |
|----------------------|--------------|
| Dead Animal Pick Up: | 800.773.2489 |
|----------------------|--------------|

---

|                                         |              |
|-----------------------------------------|--------------|
| <b><u>Illegally-Parked Vehicles</u></b> |              |
| Harbor Parking Enforcement Office:      | 310.548.7605 |
| Immediate Concerns                      | 213.485.4184 |
| Vehicles near fire hydrants, etc        | 800.222.6366 |
| Abandoned Vehicles                      | 800.222.6366 |

---

|                           |              |
|---------------------------|--------------|
| Graffiti Removal Hotline: | 310.547.9441 |
|---------------------------|--------------|

---

|                                  |              |
|----------------------------------|--------------|
| Air Quality Management District: | 800.288.7664 |
|----------------------------------|--------------|

---

|                                                                                       |              |
|---------------------------------------------------------------------------------------|--------------|
| Scott Management Company                                                              | 310.370.2696 |
| (If your call is after hours, you will be given prompts to their emergency contacts.) |              |

---

## **4 Governing Structure of the Association**

The Covenants, Conditions and Restrictions (CC&R's) mandate that a five (5) member Board of Directors will be elected annually by the membership. The annual membership meeting is held each year in March. Immediately following the annual meeting officers are elected by the new Board. The powers and duties of the directors/officers are delineated in the By-Laws, Article VII, Section 1, Powers, and Section 2, Duties. The officers consist of the President, Vice President, Secretary, Treasurer and Board Member at Large.

The Association may have several committees staffed by volunteers who assist the Board. While the voluntary activity level within a committee may vary from year to year, the functions will continue to be carried out by either the Board or a designated independent contractor. Contingent on available volunteers, committees may include:

- Architectural Control
- Building Maintenance
- Financial Planning
- Landscape
- Lighting
- Neighborhood Watch
- Greenbelt Representatives
- Newsletter
- Pool/Cabana
- Social
- Tennis
- Welcoming
- Water (during drought conditions)

**All residents are invited and encouraged to serve on a committee, or place their name in nomination for the Board.**

## 5 General Information

### 5.1 Mail

If you find mis-delivered mail, please return it to your box with a note stating that it was mis-delivered. The main post office for San Pedro is located at 39 Beacon Street. There is a sub-station at 28469 S Western Avenue. A replacement key for the mailbox is available from the main post office only.

### 5.2 Copies of Documents

If you are refinancing or selling your unit, and need Association documentation or information, your lender, or Escrow Company, should send written requests to management. A fee will be charged for copies of documents. Our management company's name and phone number are listed in the monthly billing statement and in the "Important Contacts" list. Board meeting minutes are available upon written request (or email) and a \$5 fee (unless they are emailed) for each set of minutes, payable to the management company.

### 5.3 Assessment Collection and Delinquency Policy

Assessments are due on the first day of each month and become delinquent if not received by the fifteenth (15<sup>th</sup>) day of that month. A late fee, not to exceed 10% of the assessment, may be levied against delinquent homeowners. If a check is returned unpaid by the payer's bank, the owner will be charged applicable bank and Association returned-check fees. Delinquent accounts may be turned over to a collection agency and a lien may be filed. California Civil Code Section 1367.1(a) provides for collecting delinquent assessments through non-judicial foreclosure. Collection costs, attorney fees, late fees, and interest will be added to the principal owed. Assessment statements are mailed by a billing service company on or about the 4<sup>th</sup> day of each month. You are responsible for paying your assessments in a timely manner, whether or not you receive a monthly statement. For further details, please refer to the following documents which are mailed annually to all members: Assessment Collection and Delinquency Policy and Notice Assessment and Foreclosure.

### 5.4 Trash Collection

Trash collection takes place every Tuesday beginning around 6:00am. Trash containers must be placed in the alley three (3) feet away from your garage door or wall **with the wheels facing the alley**, after 5:00pm on Monday evening. The empty containers must be removed from the alley by 10:00pm on Tuesday evening. If you are away and cannot comply with the above-stated time restrictions, please make arrangements with a neighbor to remove your empty containers from the alley. If you have large items that need disposal, call Bulky Items Collection (1-800-773-2489 or 311) at least two (2) days prior to the normal collection day. If they instruct you to place the items at street curbside, advise them that you live in a townhouse community where your trash is picked up from your garage alley. You may also log on [www.lacity.org/san](http://www.lacity.org/san), click on "Service Request Form" and complete the form electronically. When the normally scheduled trash pick-up day falls on a holiday (i.e. New Year's Day, July 4<sup>th</sup>, Christmas), trash is usually picked up the following day. **Trash containers must be kept in a reasonably clean and sanitary condition.**

## **5.5 Common-Area Keys**

Every owner has been issued one key which unlocks the gates to the tennis court and pool, as well as the restrooms and one of two locks on the kitchen door. The key is attached to a red paddle engraved with your Condo Plan unit number. Replacement keys cost \$100.

Sauna keys are issued on a contract basis, and a refundable \$100 deposit is required. Please see page 17, Sauna Rules for details.

## **5.6 Board Meetings**

In addition to the Annual Membership Meeting held in March, Board meetings are held monthly. Date, time and location are posted on mailbox centers at least 72 hours in advance. Members and residents are encouraged to attend

## **5.7 Newsletter**

A newsletter may be prepared at any time by the Board or the management company to keep everyone apprised of important issues.

## **5.8 Communicating with the Board**

Formal communication with the Board must be in writing. Letters must be addressed to Westmont HOA #3 South Board of Directors, 1393 Stonewood Court, San Pedro, CA 90732 or e-mailed to the management company at [pya@scottmanagement.com](mailto:pya@scottmanagement.com). Customarily, the Board will not render a spontaneous decision or response. Deliberation will follow and a written response will be mailed within 14 days after the next regular Board meeting.

Informal communication with the Board may be presented at the Homeowners Forum during the monthly Board meeting. Issues of concern to the Board include, but not necessarily limited to, exterior building damage, landscaping, pool, sauna, tennis court, other common areas, sewer blockage/backup, termites, barking dogs, noisy neighbors, cars parked anywhere in the alleys in violation of posted signs, , and other problems and nuisances.

Our Property Manager has a 24 hour emergency line.  
(See "Important Contacts" list on page 3.)

## 5.9 Insurance

- (A) The Association carries a ‘General Liability and Property Insurance’ policy (aka ‘Master Policy’). This coverage applies to all common areas including, among other things, building structures and recreational facilities. It does not include ‘personal property’ within units. Owners pay for their portion of the Master Policy through their monthly assessment.

Note: The Master Policy will not pay for loss or damage in any one ‘occurrence’ until the amount of loss or damage exceeds the Deductible. The amount of our current Deductible is included in the ‘Liability Insurance Disclosure’ form provided in the ‘Owners Information Package’ sent to all owners annually in May.

The Association also carries earthquake insurance covering our structures (which also does not include ‘personal property’ within units). The earthquake insurance deductible is applied on a per-building basis and is computed on the value of the building—not the dollar amount of the loss.

- (B) Individual Owners are responsible for obtaining their own “Condominium Owners Insurance Policy” covering all real and personal property located within the interior perimeter walls of their Condominium Unit. These policies typically cover (a) Personal Property, (b) Interior Building Coverage, (c) Loss of Use, and (d) Loss Assessment. This policy helps owners protect themselves from losses not covered by the Master Policy, or losses smaller than the Master Policy Deductible. To obtain more complete coverage, Owners should seriously consider asking if their Insurer offers (some do, some don’t) the two policy endorsements listed below, and if so, adding them to their Owner’s Policy:

1. An endorsement to cover ‘sewer and drain backups which originate outside the Unit’, because Owner’s Policies don’t automatically include it, and the Master Policy will not cover it if its’ (much higher) Deductible is not met.
2. An endorsement which ‘covers all, or a portion, of an assessment for a Master Policy Deductible levied against an individual unit owner for a ‘covered loss’, because owners who experience ‘covered losses’, and receive reimbursement from the Master Policy, may find themselves subject to either (a) an assessment levied against them for their portion of the Master deductible, or (b) their reimbursement from the Master Policy being reduced by a ‘like’ deductible amount.

Additionally, every homeowner is strongly encouraged to purchase earthquake insurance to cover personal property within the unit, and Earthquake Loss Assessment insurance, provided by the California Earthquake Authority. Ask your insurance carrier about this when you purchase the Owners Policy for your Unit, or request an **endorsement** if you already have a policy. Earthquake Loss Assessment insurance covers all, or a portion of, an assessment, covering the deductible and uninsured loss, depending on the amount of coverage purchased. The exposure to each—in the event of a total loss—from earthquake

may change as the valuation and deductibles change. The Association will notify homeowners annually of the coverage amounts and deductibles of the Association's Master Insurance Policy.

Sources for further information are our Management Company, the Association's Master Policy insurance agent, as well as your own Insurer.

### **5.10 Graffiti**

If you observe graffiti in the common area, notify our Management Company.

### **5.11 Pest Control**

Our exterminating contractor is on site twice each month to treat the common area for fleas, ants and other pests (excluding termites and small animal removal.) Contact the Management Company to set up an appointment or to report animals (squirrels, raccoons, mice) in your attic. Inspection and treatment of pests (except termites) inside your home, patio or garage, is your responsibility and will be at your own expense.

### **5.12 Repairs, Maintenance, Landscape Assistance**

The Association contracts with a Manager who schedules and oversees the various repairs, maintenance, and landscape problems related to our commonly-owned property. The name and phone number of the Manager is listed in the "Important Contacts" list. If the Manager is unavailable to take your call, please leave a message-- the answering machine is monitored several times a day, Monday through Friday, and at least once a day on weekends. In the event of an emergency, your call will be forwarded to a pager and someone will respond within a reasonable amount of time.

**Costs for repairs that are the responsibility of the Association, but incurred by the homeowner in an emergency situation, or otherwise, without the Board's consent, may not be reimbursed by the Association. So always contact our Management Company or their 24hr emergency line before making such arrangements.**

### **5.13 Municipal Services**

Our Association is served by various City of Los Angeles agencies. A listing of agency telephone numbers is found in the "Important Contacts" list.

### **5.14 Renting/Leasing Your Unit**

If you lease or rent your unit, you are responsible for the actions of your tenants and their guests. Be certain your tenants are aware of the rules and regulations by providing them with a full copy of them. Additional copies of these rules and regulations and the CC&Rs are available from Management for a fee. The Association requires that you provide the names and telephone numbers of your tenants to the Association via Management. This can be critical in case of an emergency. **Any and all rentals are required to have a ninety (90) day minimum term.**

### **5.15 Water Conservation**

The combined cost of water and sewer is our second largest annual operating expense. Based on water availability and drought conditions, the City of Los Angeles may establish guidelines and/or restrictions which will be distributed to owners as necessary. More importantly, the City of Los Angeles imposes use restriction and fees which escalate when certain tier allotments are exceeded by excessive use.

## **6 Maintenance Responsibilities**

### **6.1 Association Responsibilities:**

1. Maintenance, repair/replacement, repainting of all buildings which includes all portions of buildings, (except the Units within them and their windows and patio doors), alleys, walkways, window boxes, lampposts, roofs, fences, recreation facilities and landscaping and any other items which may not be mentioned herein, but which are referenced in the CC&Rs and the "Maintenance Responsibility Checklist" included in the Annual Disclosures package mailed in May to all Owners.
2. Painting of exterior front doors and garage doors.
3. Termite control in all buildings, interior and exterior.

**Homeowner's are urged to report obvious problems in the common areas to the Board or Management Company so that problems can be taken care of promptly to avoid expensive repairs.**

### **6.2 Homeowner Responsibilities:**

1. Prompt repair of broken windows and screens.
2. Repair of all damages to sewer pipes, walls, roofs and fences caused by patio vines and trees, and/or other owner-related causes.
3. Full maintenance and repair of both garage doors and their hardware, and replacement of same if they become unsightly or damaged.
4. Maintenance, repair and/or replacement of the air conditioner.
5. Ensuring that the patio drain cover is free from leaves and other debris that may prevent or hinder entry of rain water.
6. All the 'Owner Responsibility' items in the 'Maintenance Responsibility Checklist' included within the 'Annual Disclosure package'.

**Homeowners are required to perform all maintenance and repairs within their own units in a timely manner. Failure to do so will prompt the Board to contract out the necessary work and charge the homeowner's account the full cost, in accordance with Article 14, Section 2 of the CC&Rs.**

**Homeowner's are urged to report to the Board or Management Company, problems that are within their units that may be the association's responsibility, but may not be readily**

**apparent to them, so that problems can be taken care of promptly to avoid expensive repairs. (Examples: termites, water damage to inside walls, dry rot, mold, etc.)**

## **7 Courtesy Rules**

### **7.1 Noise**

The established QUIET TIME for our complex is from 10:00pm to 8:00am. During these hours:

- Keep voices at a reasonable level. Outdoor patio parties shall not extend into Quiet Time hours, and thereafter, should be moved indoors.
- Keep televisions, stereos, automobile sound-systems, and other sound equipment at a personal level.
- Use of noisy tools (saws, hammers, grinders, impact tools, etc.) is prohibited during these hours.
- Night hours are 10:00pm until 8:00am to reduce noise nuisance from house and premises; the law defines a maximum amount of noise which is acceptable during night hours. When noise exceeds the permitted level, the District Council can investigate and take action against the neighbor or the noise source. Construction hours are Monday through Friday from 8am to 8pm and on Saturday's from 8am to 6pm. No construction is permitted on Sundays or holidays.

Every resident is entitled to the QUIET enjoyment of his/her unit. Complaints of excessive noise will be acted upon by the Board, and violators may be subject to fines.

### **7.2 Barking Dogs**

Dog owners must ensure that their dogs do not disturb their neighbors. Complaints may require the owner to appear before the Board. Dog owners and complainants may obtain current information regarding City 'barking fines' from the Los Angeles Department of Animal Services.

### **7.3 Complaints and Conflicts**

1. Depending on the circumstances, your first action should be to communicate and attempt to resolve the issue directly with the responsible party.
2. If this proves unproductive, and if the problem is an immediate nuisance (for example, a car is blocking access to your garage, or a late-night party is excessively noisy), you may call the Police Department at 310-548-7605.
3. If the problem is not urgent, you should attempt to document your complaint by taking photographs and/or obtaining the corroborating/supporting testimony of other neighbors or witnesses. Then write a letter to the Board and be sure to include your supporting documents, if available or send an email with attachments to our management company representative.
4. If the Board decides your complaint has merit, you and the other party will be invited to a Board hearing.
5. After the hearing, the Board will deliberate privately to decide on a course of action, and will advise both parties accordingly, in writing.

## **8 Enforcement of Association Rules**

As set out in the Declaration of Covenants, Conditions and Restrictions (CC&Rs), the Association is empowered to implement and enforce rules. In other words, the Association, as the body charged with the welfare of the property which is jointly owned by the members, through its elected Board of Directors, can levy monetary penalties and may restrict privileges of members who violate the CC&Rs and/or the Rules and Regulations.

Rules and Regulations will be enforced in a uniform manner, and must be adhered to by all members, residents and their guests. Violators will be notified in writing and will be given adequate time to resolve the violation before penalties are levied.

Any complaint or rebuttal must be addressed to the Board in writing. The following penalties were established to ensure uniform enforcement of the governing documents and Rules of the Association.

**First Offense:** A letter will be sent to the responsible owner for offenses by household members, guests or tenants. Tenant violations will be reported to both the unit owners and the tenant. The owner will be requested to attend a hearing before the Board. The date, time, and place of the hearing will be specified in the letter. Pursuant to the hearing, the Board may impose a fine of \$50. Additional penalties may include suspension of recreation facilities privileges. Failure to remedy the violation, as instructed by the Board, within thirty (30) days, may result in an additional \$100 fine per month every month thereafter if the Board finds that the circumstances warrant such actions.

**Second and Subsequent Offenses:** A \$100 fine will be levied for each subsequent offense. Additionally, legal remedies may be pursued. All fines and assessments for damages become delinquent thirty (30) days from the notification date. Delinquent accounts may be turned over to the Association's attorney for collection, or directly pursued through the courts. **All collection and legal fees will be the responsibility of the homeowner.**

## 9 Individual Unit Rules and Responsibilities

### 9.1 Patios

1. The maximum height of any plant within a unit's patio must not exceed the bottom of the second-story window. Homeowners/residents must ensure that plants that have intrusive root systems (that can cause damage to underground sewers, storm-drains, utility-lines or other structures) are not planted directly into a patio's soil. Examples of such plants are ficus trees, bougainvillea, bamboo, palm trees, and melaleuca trees, among others.
2. The cost to repair all damages will be fully borne by the homeowner whose plant and/or tree roots caused the damage.
3. Patio maintenance and up-keep, including leaves and other natural debris from common area trees, will be the responsibility of the resident of the unit.
4. Permanent attachments shall not be made to patio fences, walls, or other structures without prior approval of the Board. Written requests must be submitted to the Board.
5. **State and city laws prohibit the disposal of hazardous waste including motor oil, insecticides, fertilizers, and other contaminants into the patio drains, or common area storm drains. The cost of ensuing repairs, and all fines imposed by state and federal agencies, shall be borne by the responsible homeowner. See "Important Contacts" for proper disposal.**

### 9.2 Over-Garage Sun Decks

Owners of units 1433 through 1463 Stonewood Court have a special responsibility to follow specific maintenance instructions. **Failure to comply can result in serious damages and very substantial repair costs which will be the owner's responsibility.**

Following are sun deck warranty/maintenance instructions:

1. Cleaning of decks shall be done utilizing only mild cleaning agents (without bleach or abrasives) mixed with water. A stiff bristled brush or push broom may be used to scrub, however the homeowner shall be responsible for damage as a result of harsh or improper cleaning.
2. Patio furniture shall have rubber or plastic caps on bottoms of legs. Metal or wrought iron furniture is not recommended due to inherent metal corrosion, and potential tearing and staining of the waterproofing membrane.
3. Potted plants may not be placed directly on services without catch-basins which are elevated 3" above the deck. Wheeled-platforms are recommended. Carpeting, artificial turf, or any other material shall not be permanently laid on or attached to the deck surface.
4. Nails, staples, and/or screws shall not be inserted into the deck surface.

The Association will apply a seal-coat to the deck every three to five years to maintain and seal the deck.

If you have any questions about deck maintenance, contact the Board or Management. Immediately report any conspicuous/visual problems.

### 9.3 Garage Doors & Operating Devices

Garage doors and operating devices are the responsibility of the unit owners and must be maintained in good repair. When replacement of the original one-piece, tilting door becomes necessary, it shall be replaced with the roll-up type specified below. **Owners must obtain Board approval prior to replacing door.**

Manufacturer: **Overhead Door Corporation**—No substitutes

|             |                                  |             |        |
|-------------|----------------------------------|-------------|--------|
| Model No's: | 170 (limited 15 year warranty).  | Insulation: | None   |
|             | 173 (limited lifetime warranty). | Insulation: | None   |
|             | 180 (limited 20 year warranty).  | Insulation: | 2 inch |

Color: Brown

**Caution: No other manufacturer makes identical models.**

**The homeowner is free to select an installation company of their choice; however, the Board or management company can recommend local installers who have experience in The Gardens.**

### 9.4 Garage Rules

1. In order to reduce intruders' access to your garage, patio and home, and to your neighbors' homes, it is recommended that garage doors remain closed at all times, particularly between the hours of 10:00pm and 8:00am, unless the resident is present in or about the immediate area.
2. Residents holding garage sales are responsible for enforcing the "No Parking" signs in the alleyways.
3. **Residents shall not leave oil puddles or oil-soaked rags, sponges, etc. in their garages. Oil absorbs and retains heat which can result in spontaneous combustion (ignition) and can lead to catastrophic fires.**
4. **Quantities of combustibles and other hazardous materials shall be kept to a minimum and must be stored in safe, sealed containers, in accordance with applicable EPA, city and state laws.**
5. The City of Los Angeles and the Association's CC&Rs prohibit the use of our garages for any business or commercial purposes. Violators will be reported to City authorities and may be fined by the Association.
6. Water heaters must be properly installed and strapped in accordance with City code.

## 10 Recreational Facilities

## 10.1 General Rules

1. Recreational facilities are for the exclusive use of residents and their guests. It is the responsibility of the resident to ensure their guests abide by all Association Rules and Regulations.
2. Residents and their guests must comply with all posted signs, rules, and notices.
3. Children must be closely supervised in the use of the pool, cabana, and tennis court.
4. There are residents living in close proximity to the recreational facilities; therefore, noise must be kept to a minimum, in consideration of the surrounding residents and of other users of these facilities.
5. The gate key must not be removed from the red paddle. When requested by a Board member, the user must show the key and paddle. Keys must not be loaned to non-residents. Replacement keys cost \$100.
6. Skateboards, bicycles, roller-skates, rollerblades, etc. and animals are not allowed in these areas.
7. Entry to these areas must be through gates and doorways only.
8. Removal or vandalism of furniture, equipment and plants is prohibited. **Fines will be levied against the responsible unit owner.**

**VIOLATION OF ABOVE RULES MAY RESULT IN MONETARY FINES AND  
SUSPENSION OF PRIVILEGES. VIOLATION OF SPECIFIED HOURS MAY RESULT  
IN POLICE ACTION FOR TRESPASSING.**

## 10.2 Pool and Pool Area Rules

**CAUTION: The Association does NOT provide pool lifeguards. Homeowners, residents, and guests use the pool at their own risk. The user indemnifies the Association and its Board from any and all liabilities.**

HOURS: Daily: 8:00 a.m. – 10:00 p.m.

1. Smoking is prohibited in the pool area.
2. The pool cannot be reserved.
3. Pool gate keys must be kept attached to their key paddles and must be in the control of the resident at all times. Keys may not be lent to non-residents.
4. The pool gate must be kept locked at all times (Los Angeles Municipal Code RCA 14067).
5. Water guns, squirt guns, or other toys that release projectiles are not permitted in the pool area. Only soft, inflatable items are permitted.
6. Children 14 years old and under must be accompanied at all times by an adult resident (age 18 or older). **There is no lifeguard on duty.** Parents are responsible for their children's conduct and must supervise their children in all swimming pool areas.

7. Guests must be accompanied by the resident sponsor at all times. No more than four (4) guests per unit, unless prior arrangements have been approved by the Board, shall be present. When bringing guests on weekends or holidays, please bring extra chairs. Glass containers are prohibited inside the gated area.
8. Eating, drinking, and smoking are strictly prohibited while in the pool.
9. Excessive use of alcohol by adults, any use of alcohol by minors, and other unlawful activities may result in police arrest under state and municipal laws.
10. Children in diapers, and incontinent persons, must wear plastic pants.
11. Nude swimming is prohibited.
12. Restrooms are not co-ed.
13. Smoking in restrooms is strictly prohibited.
14. Running, pushing, splashing and excessive noise are prohibited.
15. Music players may be used only with headphones.
16. Diving is not permitted.
17. Flotation devices are allowed only if they do not interfere with other swimmers' use of the pool.
- 18. Safety equipment provided by WHOA # 3 South shall not be handled except for emergency use.**
19. Insurance regulations prohibit the use of the pool for commercial swimming lessons.
20. Personal items may not be left or stored anywhere in the pool area.
21. The Association's chairs and chaise-lounges may not be reserved.
22. The use of barbecues, hibachis, or any other open-flame device is prohibited in the pool area.

### **10.3 Cabana/Kitchen Reservation Rules**

|        |                   |                 |
|--------|-------------------|-----------------|
| HOURS: | Sunday-Thursday:  | 7:00am – 9:00pm |
|        | Friday & Saturday | 8:00am -10:00pm |

1. Reservation of the cabana/kitchen facilities must be made in advance by contacting the Reservation Coordinator, whose name and number can be obtained from the management company. Requests for reservations require a refundable \$100 deposit. The key is then issued. The deposit will be refunded after the key is returned, and an inspection of the area by the Reservation Coordinator shows that the area has been left clean and damage free. In the event of damages exceeding \$100, the Board will assess the homeowner the full amount of the damage.
2. While any adult resident 18 years and older may reserve the area, only an owner or registered lessee may sign the request form and assume financial responsibility.
3. Reservations will be on a "first-come, first-served" basis. All events are limited to fifteen (15) people. The resident-host must be in attendance at all times.
4. The use of barbecues, hibachis, or any other open-flame device is prohibited.
5. No live and/or amplified music is allowed. Noise must be kept at a reasonable level, in consideration of the surrounding residents and other present users. Radios, tape decks, CD's, etc. are not permitted, except with headphones.

6. All use of the pool/cabana area, including cleanup, must end by the above-stated hours.
7. All trash generated by the event must be removed from the area. Please do not leave your trash in the kitchen cabana or any Association trash containers. Bring your own trash bags.
8. If the pool is used, pool rules must be followed. Absolutely no glass or breakable containers are permitted anywhere inside the gated area.
9. Before leaving, please ascertain that the kitchen lights, stove and oven are turned off and the windows are closed and locked. Remove all your food from the refrigerator and freezer. Ensure that the kitchen door and the pool gate are securely locked.

#### 10.4 Sauna Rules

In order to prevent vandalism, graffiti, and other abuses, your Association has adopted a sauna use policy.

In order to receive a sauna key, residents in good standing must contact Management to sign a contract and submit a refundable \$100 security deposit. Only one key per unit shall be issued. A resident may terminate a sauna contact by surrendering the sauna key. The security deposit will then be refunded by an Association check within 21 days.

The Board may terminate residents' sauna contact when deemed appropriate by the Board. Residency termination automatically terminates the sauna contract.

1. Our saunas are DRY saunas. Do not pour water on the hot rocks.
2. Our saunas are not co-ed.
3. Smoking in the saunas is strictly prohibited.
4. Food and beverages are strictly prohibited. **Only water is permitted in our saunas.**
5. Glass containers are prohibited.
6. Children 16 years and under shall not use the sauna unless under the direct and continuous supervision of a resident adult (18 years or older).
7. Proper attire must be worn. Nudity is strictly prohibited and will result in severe penalties against the responsible homeowner, including sauna contract termination.
8. Upon leaving, all personal items, as well as drinking cups and paper towels, must be removed.
9. Please turn off the sauna and lock the door upon leaving.

#### 10.5 Tennis Court Rules

|        |                    |                 |
|--------|--------------------|-----------------|
| HOURS: | Sunday – Thursday: | 7:00am – sunset |
|        | Friday & Saturday  | 8:00am – sunset |

1. The court is for the exclusive use of residents of our Association and their invited guests.
2. In accordance with Article XI, Section 2 of the CC&Rs, the court shall not be utilized for commercial or monetary gain by the residents or their guests. Residents shall not give paid-for tennis lessons on our court. Violators may be fined and stripped of recreational privileges.
3. Entry to the court must be through the gate only. Do not climb over the fence. The gate shall remain locked at all times.
4. Only tennis shoes with non-marking soles are to be worn on the court. Hard-soled shoes, jogging shoes, or any black-soled shoes are not permitted.
5. The court is to be used only for the game of tennis. Pets and all recreational items and equipment such as, without limitation, skateboards, bicycles, roller skates/blades, toys, etc. are not allowed within the court area.
6. Glass or breakable containers are not allowed within the court area.
7. No food or beverages except water is permitted on the playing surface of the court.
8. The court will be utilized in the following way:
  - Residents may use the court in one hour increments. In the event that there are players from two units playing doubles, two hours may be used.
  - The court will be available on a “first come, first served” basis.

## **11 Alley and Parking Rules**

### **Parking must be in compliance with posted signs.**

1. The alleyways are designated as private streets and are for the express purpose of attaining ingress and egress to and from garages. Maximum speed in the alleys is ten (10) miles per hour.
2. Parking of unattended vehicles in the alleys is prohibited. Temporary parking in front of the garage for the purpose of cleaning vehicles, unloading groceries, trip preparation, or other reasonable conditions, is permitted, provided that the vehicle owner is available to move the vehicle upon request and provided that the vehicle does not obstruct the flow of traffic in the alleyway or blocks another garage. Parking shall be at the risk of the vehicle operator. The Association shall not be liable for physical damage, theft, personal injury, or other consequences.
3. Parking bays are on a “first come, first served” basis, for passenger vehicles only. Vehicles may not protrude into the alleyways, and occupancy shall be limited to twenty-four (24) hours with a 24 hour break in between by the same resident. The Board may levy fines against violators.
4. Bay parking shall be at the risk of the vehicle operator. The Association shall not be liable for physical damage, theft, personal injury or other consequences.
5. No house-trailers, campers, boats, boat-trailers, large trucks or similar vehicles shall be parked in the alleys or parking bays except temporarily for trip preparation, moving, etc. and provided that the owner meets the requirements stated in rule #2 above.

6. Vehicles parked in violation of these rules may be towed away at the owner's expense, and fines may be levied against the responsible unit. Residents are responsible for the compliance with these rules by their guests, contractors, vendors, etc.
7. Alleyways should be kept free of oil, grease, and debris.
8. Noise should be kept to a reasonable level. Horn-blowing and wheel-spinning are prohibited.
9. For safety purposes, alleys may not be used as play areas. The alleys are excluded from recreational use, including the use of athletic equipment, bicycles, roller skates/blades, skateboards, pedal cars and similar vehicles or toys.
10. There shall be no parking within fifteen (15) feet of any fire hydrant, on any red curb, or where posted signs prohibit parking. Vehicles so parked may be towed and impounded at the owner's expense without prior notice.
11. Residents holding garage sales are responsible for posting "No Alley Parking" signs at the entrance of the alleyways, and promptly removing all signs after the sale.
12. Performing major repairs or maintenance on vehicles (other than car washing) is not permitted in the alleyways or parking bays.
13. Washing of vehicles in the alleyways is limited to only those vehicles belonging to residents. An automatic shut-off nozzle must be attached to the hose. Allowing water to continuously run down the alley is prohibited.
14. Residents must keep the alley area in front of their garages clean and litter free.
15. Trash containers: See Trash Collection on page 5.

## 12 Common Area/Landscape Control

Maintenance of the landscaped areas is a constant and expensive activity. It accounts for a significant portion of your monthly homeowner's dues. The rules listed below are designed to make the maintenance of the landscaped areas more efficient so that the beauty and safety of the common areas may be preserved and, at the same time, prevent major cost increases.

Two primary functions of the following restrictions are to ensure that your property value remains at the highest possible level and that all homeowners are ensured the peace and quiet and enjoyment of their homes as described in the legal documents of the Association.

1. There shall be no planting in the common areas except by the Association's landscape contractor, unless approved by the Board. Plants planted without prior approval that doesn't meet the landscape requirements may be removed by the Board at the owners' expense.
2. All dogs must be on a leash while being led through the common areas.
3. Dog owners are responsible for picking up solid animal waste and **disposing of it in their own trash receptacle**. Water **must** be poured on urine on the lawns to prevent burn-spots.
4. No pets are to be tied up in the common areas, including the alleyways.
5. No animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or within the properties for any commercial purpose. Dogs, cats, or other household pets

- may be kept in a unit, provided that they are not kept, bred or maintained for commercial purposes.
6. Walking in the common areas shall be on the walkways and not on the grass or planted areas. Dogs are not to trample through the plants. Replacement may be at the owner's expense.
  7. Common area walkways are for pedestrian traffic only. Recreational items/vehicles including, without limitation, skateboards, scooters, bicycles, roller skates/blades, etc. are **not** allowed on the common area walkways or alleys.
  8. Landscaped areas, including lawns, trees, and flowerbeds shall not be used as recreational areas. No recreational items such as lawn furniture, scooters, skateboards, bicycles, roller skates/blades, equipment, or toys of any kind are to be left or stored in the alleyways walkways, landscaped areas, or front porches.
  9. There shall be no tree climbing.
  10. Residents may place potted plants on their front porches or on their window boxes, as long as the pots are in a saucer and the plants are well-maintained. **No potted plants of excessive weight shall be placed on window boxes.** Damage resulting from weight or watering will be at the owners' expense. No pots may be placed on the concrete walkways or in the landscaped common areas because it will impede normal landscape maintenance.

### 13 Architectural Approval

The following excerpt from the CC&Rs is reprinted for the information of all Association members, and is a means of describing procedures for approval/disapproval of any architectural changes to the structures in the Association. Requests for approval should be submitted in writing to the Board.

“No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein, including patio covers or other additions to, or changes of, the patios of a type which would require a building permit, be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee provided for in Section 2 hereof. In the event said committee or its designated representatives fail to approve or disapprove such design and location within thirty (30) days after said plans and specification have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Neither the Association, its officers or directors, the Architectural Committee, nor any member thereof, shall be responsible for structural nor other defects of any kind, type or nature in plans and specifications submitted for approval or in the structures or improvements erected in accordance therewith.”

## **14 Architectural Control**

Architectural controls are primarily intended to maintain the design, integrity and continuity of the buildings and common areas of the Association in order to maximize our property values.

1. Before performing any exterior architectural changes, written approval must be obtained from the Board. Architectural changes include, but are not limited to the following items:
  - a. Building, fence, wall or other structures.
  - b. Exterior additions, changes or alterations to any properties.
  - c. Patio covers or additions and changes requiring a building permit.
  - d. Any radio or television transmitting or receiving devices (antenna) peculiar to a specific unit. See Personal Satellite dish Installation Policy on page 23.
2. All requests for architectural approval must be submitted in writing to the Board. The request must include a general plan of the proposed modification, showing the nature, kind, shape, height, materials and location of the work, as well as relation to the surrounding structures and topography.
3. No sign or billboard shall be displayed to public view on any portion of the properties, except one sign of not more than eighteen inches by twenty four inches (18" x 24") advertising a unit for sale or lease. This sign must be located within five (5) feet of the unit.
4. Address tiles may be mounted within the porch area. The individual tiles should be no larger than three (3) inches square.
5. No front door screens (except for retractable pocket ventilation screens), or glass doors, sunshades or awnings (except for approved patio covers) and no athletic equipment (i.e. basketball hoop) shall be installed on any building.
6. No indoor/outdoor carpet, tile, paint or other substances shall be installed on, or affixed to, the surface of the front porch or above garage patios. Removal and any subsequent repairs will be at the owner's expense.
7. All window screens must be in place and kept in good condition and appearance. The homeowner must promptly replace missing or damaged screens.

## 14.1 Personal Satellite Dish & Antenna Installation Policy

Revised September 2009

Revised July 2019

In accordance with the Federal communication commission's guidelines, this Association has developed the following policy for the installation of personal satellite dishes and television antennas. Failure to comply with this policy will obligate the homeowner to perform any remediation deemed appropriate by the Board of Directors, including, but not limited to, relocation of the dish and the repair of any damages to common area structures.

This revision preempts the June 2005 revision and it grandfathers prior installations that were in compliance with the June 2006 revision. However, prior non-compliant installations must be brought into compliance with this revision:

NOTE 1: Installation on the exterior walls of the buildings is against Association policy.

NOTE 2: Installation on residential building's roof is against Association policy.

NOTE 3: It has been found that connecting the cable to the existing antenna terminals in any room generally gives good reception in all other rooms, through existing in-the-wall wiring. This may not apply in all units.

### LOCATION:

1. Satellite dishes and /or antennas must be mounted on the patio-side garage fascia-board preferably at a point closest to the patio-fence that is closest to the entry point of the dish's cable into the intended residence. The cable must be dark brown or black and to be neatly secured to the 2-inch under-edge of the fascia-board, so as to be least conspicuous.
2. In the rare event that an adequate satellite signal is not obtained at any spot on the patio-side fascia-board (as described above) an alternate installation is permitted on the garage-roof, using the weighted-down "TRAY" which must be placed closest to both the patio and to the patio-fence near the cable's entry into the intended residence. Utmost care must be taken not to penetrate the garage roof. If that should occur, owner will be responsible for the restoration of the roof at the owner's expense.
3. For units with over-the-garage sun decks, the satellite-dish and/or antenna must be secured to the fascia-board on the staircase-structure as close as possible to the kitchen wall while still obtaining a good satellite-signal. (remove satellite)
4. While the homeowner is not required to obtain the Board's approval prior to dish or antenna installation, if you wish to obtain the Board's approval in advance, please contact the Management Company and they will make arrangements to have a Board member meet with you. If prior approval has not been obtained, the Board requires notification upon completion of the installation, through the Management Company. A Board member will then review the installation to verify if it meets Association standards.
5. Only licensed, bonded, and insured contractors are permitted to perform the installation, unless performed personally by the homeowner, who must assume full responsibility for strict adherence to the installation policy set herein, and must represent, among other things, that all work will be done per applicable federal, state, and city codes.

6. The homeowner shall be personally and financially responsible for the cost of the dish or antenna and related equipment; and shall be liable for any immediate and future damages, including, but not limited to, those caused by acts of nature, to any common area components, or to life, arising from the installation, maintenance, and use of the dish **or** antenna. The homeowner shall promptly reimburse the Association for any costs that the Association may incur to repair damages of the common area caused by the satellite-dish and/or antenna and/or any associated components thereof.
7. The homeowner shall forever hold harmless the Westmont Homeowners Association No. 3 South, the Board of Directors, the Directors as individuals, and the Association's managing agent from all liabilities, including, but not limited to, bodily injury and structural damages arising from said homeowner's satellite-dish and/or antenna installation.
8. To ensure compliance with this policy, the Board of Directors reserves the right to inspect all installations. Remedial action, if any, shall be at the Board's discretion; and the full cost, if any, shall be borne by the homeowner. Remedial instructions by the Board shall not release the homeowner from any future responsibilities or liabilities. Nor will such remedial instructions place any liabilities upon the Association, the Board of Directors, the Directors as individuals, or the Association's managing agent.
9. Upon move-out, the homeowner is responsible for the removal of the dish and/or antenna, and for the restoration of the affected structural components to their pre-installation conditions.
10. Landlords are fully responsible, financially and otherwise, for their tenant's failure to adhere to all the terms of this policy.

If you have any questions, please contact the Association's managing agent listed in your monthly dues statement.

## 15 Maintenance Responsibility Check List

HOA: Homeowners Association

HO: Homeowner

If both the HOA and HO columns are marked with an “X”, the responsible party will depend on upon the nature and location of the repair or replacement.

| MAINTENANCE ITEM                                                                                                                                                                   | HOA      | HO       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|
| <b><i>Unit Interior</i></b>                                                                                                                                                        |          |          |
| Appliances-8uilt-in & Freestanding                                                                                                                                                 |          | <b>X</b> |
| Attic (where applicable)                                                                                                                                                           | <b>X</b> |          |
| Cabinets (Including hardware)                                                                                                                                                      |          | <b>X</b> |
| Ceilings - Finished Interior Surface                                                                                                                                               |          | <b>X</b> |
| Ceilings - Structural Components                                                                                                                                                   | <b>X</b> |          |
| Central Air/Heat - Thermostat                                                                                                                                                      |          | <b>X</b> |
| Chimneys & Flues (see Fireplace)                                                                                                                                                   |          |          |
| Doorbell-Interior Components (Chime)                                                                                                                                               |          | <b>X</b> |
| Doors - Interior (closet. bedroom, bathroom, etc.)(including hardware)                                                                                                             |          | <b>X</b> |
| Doors - Exterior (entry door, patio garage door, sliding glass doors-including glass and hardware)                                                                                 |          | <b>X</b> |
| Electric Switches & Outlets                                                                                                                                                        |          | <b>X</b> |
| Floor Coverings (carpet, wood, tile. etc.)                                                                                                                                         |          | <b>X</b> |
| Floor - Sub-floor                                                                                                                                                                  | <b>X</b> |          |
| Floor - Structural Slab                                                                                                                                                            | <b>X</b> |          |
| Fireplace, chimneys & flues                                                                                                                                                        |          | <b>X</b> |
| Hot Water Heater System/Pump                                                                                                                                                       |          | <b>X</b> |
| Lighting Fixtures & Bulbs                                                                                                                                                          |          | <b>X</b> |
| Showers, Tubs & Sinks (handles, spouts, surface)                                                                                                                                   |          | <b>X</b> |
| Shower Pan                                                                                                                                                                         |          | <b>X</b> |
| Staircase (interior) risers & railing                                                                                                                                              |          | <b>X</b> |
| Toilets (all components)                                                                                                                                                           |          | <b>X</b> |
| Unit upgrades                                                                                                                                                                      |          | <b>X</b> |
| Walls - Interior Finished Surfaces (dry wall, paint, wallpaper, paneling, mirrors, etc.) of Perimeter (defines the boundary of a unit) & Non-Perimeter (within unit boundary) wall |          | <b>X</b> |

| MAINTENANCE ITEM                                                                   | HOA                   | HO       |
|------------------------------------------------------------------------------------|-----------------------|----------|
| Water Intrusion Damage                                                             |                       | <b>X</b> |
| Windows - Glass, Frames & Hardware (including weather stripping)                   |                       | <b>X</b> |
| <b><i>Unit Exterior</i></b>                                                        |                       |          |
| Address Numbers                                                                    | <b>X</b>              |          |
| Air Conditioning Unit & Pad                                                        |                       | <b>X</b> |
| Chimney Siding                                                                     | <b>X</b>              |          |
| Circuit Breakers                                                                   |                       | <b>X</b> |
| Doorbell - Exterior (Button/Switch)                                                |                       | <b>X</b> |
| Doors - Exterior - Locks & Hardware                                                |                       | <b>X</b> |
| Doors - Exterior Paint                                                             | <b>X</b>              |          |
| Doors - Sliding - Track & Screen                                                   |                       | <b>X</b> |
| Doors - Sliding - Frame                                                            |                       | <b>X</b> |
| Doors - Sliding - Glass & Hardware                                                 |                       | <b>X</b> |
| Landscape Front Entry                                                              | <b>X</b>              |          |
| Lights (Building Exterior)                                                         | <b>X</b>              |          |
| Mailbox structure                                                                  | <b>Postal Service</b> |          |
| Mailbox Locks & Keys                                                               |                       | <b>X</b> |
| Paint Exterior Building Surfaces                                                   | <b>X</b>              |          |
| Sidewalks & Pathways                                                               | <b>X</b>              |          |
| Siding                                                                             | <b>X</b>              |          |
| (Stucco) Painting/Repair                                                           | <b>X</b>              |          |
| Trim on Outside of Building (Wood Maintenance, (painting), repair and replacement) | <b>X</b>              |          |
| Window Frames & Screens                                                            |                       | <b>X</b> |
| Window Flashing                                                                    | <b>X</b>              |          |
| Fencing                                                                            | <b>X</b>              |          |
| <b><i>Patios/Balconies</i></b>                                                     |                       |          |
| Base, Beams (Dry Rot)                                                              | <b>X</b>              |          |

| MAINTENANCE ITEM                                                           | HOA | HO |
|----------------------------------------------------------------------------|-----|----|
| Drainage System                                                            | X   | X  |
| Faucets. Handles. Washers. Hose Bib                                        |     | X  |
| Landscaping (Patio Area)                                                   |     | X  |
| Lights (Patio/Balcony Fixture)                                             |     | X  |
| Patio/Balcony Wall Surface                                                 | X   | X  |
| Patio/Balcony Floor Surface                                                |     | X  |
| Patio Fencing                                                              | X   |    |
| Patio Slab                                                                 |     | X  |
| Railings - Painting                                                        | X   |    |
| Railings - Repair                                                          | X   |    |
| Sundeck & Balcony Surface Repair (including waterproofing)                 | X   |    |
| <b>Garages</b>                                                             |     |    |
| Garage Driveway                                                            | X   |    |
| Garage Door (maintain, repare, replace)                                    |     | X  |
| Garage Door (painting of exterior)                                         | X   |    |
| Garage Door (painting of interior)                                         |     | X  |
| Garage Door (hardware, springs, locks)                                     |     | X  |
| Garage Door (opener)                                                       |     | X  |
| Garage Floor Slab                                                          | X   |    |
| Garage Walls (interior finished Surfaces)                                  |     | X  |
| <b>Roof</b>                                                                |     |    |
| Gutters & Downspouts                                                       | X   |    |
| Roof Flashing                                                              | X   |    |
| Roofing Materials                                                          | X   |    |
| Roofing Underlayer (Felt)                                                  | X   |    |
| Roof Vents                                                                 | X   |    |
| Roof Turbines                                                              |     | X  |
| <b>Utilities, Wiring, Plumbing</b>                                         |     |    |
| Cable Television Wiling (routing, concealment. etc. per approved HOA plan) |     | X  |
| Central Air Conditioning and Heating                                       |     | X  |
| Draings-Tub, Shower, Sink (stoppage)                                       |     | X  |
| Electrical Panel/Circuit Breakers                                          |     | X  |
| Electrical Switches, Sockets                                               |     | X  |
| Electrical Wiring - Interior                                               | X   | X  |
| Gas Lines                                                                  | X   |    |
| Gas Valves Shut-Off                                                        |     | X  |
| Plumbina - Interior (Servicing Unit)                                       |     | X  |
| Plumbing (Slab Leak)                                                       | X   |    |
| Plumbing (shut off valves)                                                 |     | X  |
| Plumbing (wall pipes)                                                      | X   | X  |

| MAINTENANCE ITEM                                                                   | HOA | HO |
|------------------------------------------------------------------------------------|-----|----|
| Plumbing (main line)                                                               | X   |    |
| Satellite Dish Maintenance                                                         |     | X  |
| Sewer Lines                                                                        | X   |    |
| Telephone Wiring                                                                   |     | X  |
| Water Lines Serving Units                                                          | X   | X  |
| <b>Pest Control</b>                                                                |     |    |
| Bees/Wasp Hives within Patio/Balcony                                               |     | X  |
| Bird Nesting Within Patio/Balcony                                                  |     | X  |
| Dog, Cat Waste                                                                     |     | X  |
| Pests in Common Area (Aphids. snails, etc.)                                        | X   |    |
| Pests in IndIvidual Patio/Balcony (Aphids. snails, etc.)                           |     | X  |
| Rodents within Unit                                                                |     | X  |
| Spraying for Household Pests (Ants, fleas, spiders, etc, (not including termites)) |     | X  |
| Termite Control within Common Areas                                                | X   |    |
| Termite Damage Repair to Common Area                                               | X   |    |
| Termtte Control within Unit                                                        | X   | X  |
| Termite Damage Repair within Unit                                                  | X   | X  |
| <b>Common Area Improvements Serving All Units</b>                                  |     |    |
| Drainage Systems, Ditches, Catch Basins                                            | X   |    |
| Irrigation                                                                         | X   |    |
| landscaping - Common Area Lawns, Slopes & Trees                                    | X   |    |
| Lighting FIxtures - Greenbelt, Recreational Areas & Building                       | X   |    |
| Pool & Sauna                                                                       | X   |    |
| Pool Pump & Filter                                                                 | X   |    |
| Cabana (Kitchen, Restrooms)                                                        | X   |    |
| Walkways                                                                           | X   |    |
| Driveways                                                                          | X   |    |

This checklist is intended as a general summary of the respective responsibilities of the Association and homeowners. Nothing in this Checklist should be construed as giving homeowners authorization to perform alterations, modifications, or other work for which the Board or Architectural Committee approval is required. Any homeowner-installed item shall be the responsibility of the homeowner to maintain. Further, the homeowner shall be responsible for any damage to the Common Area or an individual Unit caused by any improvement installed by the homeowner or the homeowner's lack of maintenance of that improvement.

# 16 Site Map of Our Property

