

**Cahuenga Hills Tennis Condominiums**  
2700 N. Cahuenga Boulevard East, Los Angeles, CA 90068

**HOMEOWNERS' MANUAL**  
**Rules & Regulations of the Association**

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## **GENERAL**

### **INTRODUCTION 1.01**

This manual has been generated to acquaint Homeowners and Residents with the Rules and Regulations under which Cahuenga Hills Tennis Condominiums are governed. We recommend you review it carefully and keep it on hand for future reference and guidance.

Cahuenga Hills Tennis Condominiums are governed by the “Declarations of Covenants, Conditions and Restrictions and Grants and Reservations of Easements” (CC&Rs) approved by the Real Estate Commissioner of the State of California, including the Articles of Incorporation and By-laws of the Condominium Association. These documents contain the basic rules and regulations for living at Cahuenga Hills Tennis Condominiums to which you agreed when you became a Homeowner.

In accordance with the CC&Rs, Cahuenga Hills is operated by a Homeowners Association, to which each Homeowner automatically belongs. It must be remembered that Cahuenga Hills is NOT an apartment complex. There is no “Landlord” to “take care of things.” Each Homeowner is responsible for the care and cost of maintaining his unit. All Homeowners, jointly, are responsible for the care and all costs of maintaining and operating the common areas. Through your membership in the Homeowners Association, you delegate this joint responsibility to an elected Board of Directors and the Management and Staff employed by the Homeowners Association. The quality and quantity of services and facilities at Cahuenga Hills depend entirely upon what you and your fellow Homeowners want and are willing to pay for.

The Homeowners Association reserves the right to modify or change any of the services, facilities or rules and regulations as described herein.

### **APPLICABILITY AND DEFINITIONS 1.02**

These Rules and Regulations are consistent with the provisions, meaning and intent of the CC&Rs and By-Laws and supplement them.

These Rules and Regulations are applicable to members of Cahuenga Hills Condominium Association, to lessees of units and to the families, guests and employees of Owners and lessees. The term “Occupant” or “Resident” as used herein applies generally to the foregoing persons.

The use of “Condominium” or its “possessive” herein shall mean the Cahuenga Hills Tennis Condominium Association.

#### **1.02A IMPLEMENTATION OF THESE RULES**

- (a) It shall be the obligation of the Residents to abide by these Rules. The Manager shall enforce these Rules on behalf of the Condominium. Situations that cannot be resolved by the Manager will be referred to the Board of Directors.
- (b) Each Resident shall assume the responsibility of the observation of these Rules and Regulations and for reporting infractions to the

- Manager for enforcement or, in his absence, to any member of the Board of Directors or the Security Guard, if one is present.
- (c) In the absence of a Manager, the Board of Directors or their appointee will assume the Manager's responsibilities.
  - (d) Unless otherwise specifically stated, violation of any of the rules herein and subsequent violations of the same rules will result in a written warning and/or fine after notice and a hearing according to the following schedule:

**Minor violations:**

1st Violation – Warning and / or 100.00 fine  
2nd Violation – Up to \$250.00  
3rd Violation – Up to \$300.00  
4<sup>th</sup> Violation - Up to \$500.00  
5th Violation – Up to \$800.00. Every violation after the fifth one will carry a \$300.00 fine, and the matter may be referred to the Association's Attorneys, and fines would include attorney's fees.

**Special Violations:** (those needing immediate action for safety or health reasons):

1st Violation – Up to \$250.00  
2nd Violation – Up to \$500.00  
3rd or subsequent violation – Up to \$1000.00

*For short-term rentals, temporary leases less than six (6) months in length (vacation rentals like Airbnb, Flipkey, and others):*

First violation -- \$500  
Second violation -- \$1000  
Third violation -- \$2500 and forwarded to attorneys

If a hearing is scheduled and confirmed, and the Resident does not attend, the Board will be free to discuss the issue in the Resident's absence, and may decide on appropriate action, which may include a fine.

**Serious Violations:** All major violations as deemed so by the Board automatically incur up to a \$300.00 fine per violation. There is no warning for major violations, but a hearing may be requested to explain circumstances and to request that a fine be reversed.

**Continuing violations:** The Board, on proper written notice and a call to hearing and if the infraction continues up to that hearing, may impose a daily fine of \$10 each day, until such time as the violation is cured. In the case of Architectural Review Committee violations, the daily fines may be waived completely if cured within 30 days.

### **STAFF 1.03**

The Condominium Association employs a Manager who is responsible for implementing the policies established by the Board of Directors, for the day-to-day operations of the Condominium, and for the direction of employees of the Association. The Manager has an office. During regular business hours, Homeowners may contact the Manager's Office (323-851-5211) or the Management Company (818-907-6622). Evenings or weekends, or in case of emergency, Homeowners may contact the Association Emergency Contact Person (323-404-4827) or the Board of Directors (323-445-6364).

The Condominium Association also employs various other personnel, either directly or indirectly, through its contracted services. All employees are hired and paid with the understanding that they are not to expect or solicit tips in any manner. They are also instructed not to render any additional or personal services during paid working hours to individuals who may wish to tip them for such extra attention. Employees are authorized to perform personal services for Homeowners after hours or on whatever arrangements are made with the Homeowners.

### **ASSESSMENTS (CC&Rs ARTICLE V) 1.04**

The regular maintenance charges and assessments (Condominium fees) determined by the Board of Directors to be necessary for the continued operation of the Condominium shall be due and payable to the Management agent or other person specified by the Board of directors without notice on the first day of each calendar month.

Special assessments and late payment charges (for payments made after the 15th of the month) are fixed by the Board of Directors in accordance with the CC&Rs and shall be due and payable on the same basis as a regular assessment. (CC&Rs ARTICLE V, Paragraph 7).

Default by a member in the payment of assessments of charges due shall subject the member to the default and collection procedures provide for in CC&Rs ARTICLE V, Paragraph 3.

### **UNITS, DAILY USE OF 1.05**

1.05a No Owner or Resident shall use or permit his premises to be used for the purpose of conducting a business or profession therein, which requires that the public visit Cahuenga Hills on a regular basis. Businesses that require "working at home" are not included.

**1.05b Condominium living requires that each Occupant regulate the occupancy and use of his unit so as not to unreasonably or unnecessarily disturb any other Occupant. Each Occupant must exercise due consideration at all hours in the operation of any radio, television, musical instrument and any other source of sound in his unit so that the sound therefrom will not unreasonably or unnecessarily disturb other Occupants.**

**1.05c** Normally, food waste should be disposed of in the kitchen food disposal. Garbage consisting of such matter as corn cobs, fibrous vegetables, bones, etc. which are

difficult to process through grinders must be drained and securely contained before being carried to the trash room for disposal in the trash chute.

1.05d Trash must be disposed of in accordance with notices posted on the trash chute. Trash room doors will be kept closed at all times. Do not put large boxes or bulky material in the trash chute.

1.05e No item whatsoever shall be dusted or shaken from unit windows, balconies or in the hallways or stairways.

1.05f No dirt or debris shall be swept over or off the edge of the balcony at any time.

1.05g Cigars, cigarettes and other objects shall not be thrown from windows, balconies or on any common area.

**1.05h Smoking is forbidden in all common areas on balconies, in hallways or in any common area (not limited to the recreation rooms, pool areas, gym, tennis courts, sundeck, saunas, or lobbies) and is only allowed within units or in designated smoking areas. If smoking within units becomes a nuisance to neighbors it must be controlled or mitigated.**

1.05i Objectionable fumes or cooking odors shall not be permitted by an Occupant to escape from a unit into the halls by leaving doors ajar into the corridors.

1.05j Construction, repairs and maintenance (except in emergency) involving drilling, sawing or hammering will be limited to the hours of 8:00 a.m. to 6:00 p.m. weekdays and 10:00 a.m. to 6:00 p.m. on Saturdays. Pursuant to City Ordinance, construction and repairs are NOT allowed on Sundays and holidays, except with special permission from the Board of Directors.

1.05k All unit Occupants are required to keep their units and those portions of the restricted common area over which they have exclusive easements, such as the assigned parking spaces, in a good state of cleanliness and repair at all times.

1.05l Unit Owners/Occupants shall not be permitted to install any electrical equipment, including shop machinery or heavy-duty office equipment, which may overload the electrical circuits of the project or of his unit.

1.05m No unit Owner/Occupant shall place in the plumbing facilities anything which will cause backups or problems to the common plumbing areas. Failure to adhere to this regulation may subject the Owner to responsibility for repair of the plumbing.

**1.05n All Residents must respect "Quiet Hours" within the Complex. Ambient noise (music, conversation, etc.) must be non-detectable from 9:00 p.m. to 8:00 a.m. on weekdays and 11:00 p.m. to 10:00 a.m. on weekends. This includes noise from balconies, patios, or from within units (excessively loud music, yelling or from hard-surfaced flooring.**

## **UNIT ACCESS 1.06**

Every Occupant is expected to cooperate when the Condominium or its representative makes reasonable requests for access to his unit. The types of access shall be defined as follows:

**Scheduled Maintenance Access:** The Occupant shall receive written notice in advance, except in emergency, of the date and type of work to be performed in his unit. Unless the Occupant notifies the Manager to the contrary, the work will be performed as scheduled. The Manager shall be responsible for admitting the workmen required to complete the scheduled maintenance. If the Board of Directors determines that an unreasonable restriction of the part of any Occupant is such as situation results in additional cost to the Condominium, the additional cost may be assessed to the Occupant.

**Service and Deliveries:** Residents should make arrangements for admittance of servants, deliveries, etc. Condominium management and/or the Association have no responsibility for performing such service.

Employees are instructed not to open a Condominium during a Resident's absence unless specifically authorized by the Homeowner/Occupant in writing, unless in the event of any emergency.

## **MEMBERS' AND OCCUPANTS' LIABILITIES 1.07**

An Occupant shall be responsible for any damage to the Condominium property committed by himself, members of his family, guests or employees. The cost of the repair of such damage shall be assessed to the Occupant and shall be immediately due and payable upon presentation of the bill. Late payment shall be subject to a penalty. The failure of an Occupant to maintain plumbing and household equipment in such condition as will not permit damage to the property of others shall be deemed to be negligence within the meaning of the Article.

## **PETS 1.08**

This is a dog friendly community, but Owners must take responsibility in all ways to protect the quality of life of all Residents. Dogs must not be allowed to engage in any activities that diminish the quality of life of Association members. Therefore, pets are permitted as long as they behave in such a manner so as not to disturb or be offensive to Occupants in any way. Any person whose pet is a nuisance will be required to remove such a pet from the premises. If the pet disturbs other Occupants in the building by crying, barking, biting or in any other way, notice will be given to have the annoyance discontinued and, if not corrected, the pet must be removed from the building.

Occupants owning pets shall assume full responsibility for personal injuries or property damage caused by the pet. The Management and the Condominium assumes no responsibility for any loss, claim or liability of any kind or character whatsoever arising from or growing out of an Occupant's privilege of having a pet in the building.

Pets must enter and exit by use of the stairs. They are not permitted to use the elevators unless with written permission from the Board of Directors, to be granted based on advanced age or infirmity.

All pets are to be short-leashed (6' or less) at all times in the buildings proper or in common areas, except those areas pre-designated by the Board ("Dogwalk areas"). Pets shall not be left unattended on balconies or other limited or common areas. Pet feeding devices, housing or litter boxes are prohibited on balconies.

Pets must wear flea collars or repellent devices. If necessary, the pet owner shall absorb the expense of special exterminations to rid the buildings of fleas, as this service is not covered in a regular exterminating contract.

Under no circumstances shall pets be permitted to relieve themselves on or in any of the common areas, including, but not limited to, hallways, garages, driveways, parking areas, lawns and flower beds. All owners of dogs are required to clean up after their pets by picking up all droppings if such occasion should become necessary.

Pets are permitted at the pool area and sun deck only with prior permission from the Board of Directors.

Pets are never allowed on the tennis courts, in the gym, in the saunas or in the Recreation Rooms.

Pet owners will be charged for cleanup and fined if pets create a nuisance in any common areas.

### **OCCUPANCY DATA 1.09**

The Manager or a designated representative of the Board will maintain a roster including name, unit number, names of all other Occupants in the unit, the telephone number of each Occupant and each Occupant's business telephone number and similar data on persons to be notified in emergencies.

The Manager or a designated representative of the Board will maintain a roster of each Occupant's current motor vehicle registration plate number(s) and each Owner will register all of his vehicles with the representative and affix the CHTC parking identification tab to the vehicle(s) rear view mirror(s).

Each Owner shall advise the manager or the designated representative of the Board of any change in (a) or (b) above.

### **SOLICITATIONS 1.10**

Commercial door-to-door solicitation and/or distribution of circulars are forbidden. Door-to-door solicitation for proxies, for signatures for a petition to hold a special meeting of the Owners, or with information or special emergency messages from the Board of Directors or Management are the exception.

If unwanted solicitors or unknown persons call at your unit or a suspicious-looking person is noticed anywhere in the complex, please contact the Association Office or the Police.

### **LEASES AND SALES 1.11**

No unit shall be rented / leased for any period without a full executed, approved form lease being submitted to the Association. A \$50 lease registration fee shall be paid at the time of submitting the lease to cover costs of changing the name in the directories, gate directory, mailboxes, computer, etc. The new Renter shall be denied use of the recreational facilities if the above requirement is not fulfilled and no name changes will

be made.

Any lease shall contain a provision to the effect that the right of the tenant to use and occupy the unit shall be subject and subordinate in all respects to the provisions of the Master Deed, the By-Laws and to these Rules and cannot be sub-leased.

The Association Office will provide standard condo lease forms upon request.

The Association Office is to be notified immediately of any sale, lease or any other change of occupancy of any unit.

Any person moving into or out of units will be held responsible for any damages to any common areas.

Moving in or out through the lobbies of Building #1 or Building #4 is strictly prohibited. Please see the Office with regard to any move and you will be assisted.

More than two persons shall not occupy a one-bedroom unit on a permanent basis. More than four persons shall not occupy a two-bedroom unit on a permanent basis. More than six persons shall not occupy a three-bedroom unit on a permanent basis.

No unit shall be rented without the Owner releasing his right of use and assigning to the Lessee all privileges pertaining to the use of the common elements such as use of the swimming pool, tennis courts and saunas.

No person under eighteen (18) years of age may lease, rent, or purchase a unit on a permanent basis.

The Owner, Renter or adult Occupant must authorize the entrance of any person and is responsible for the person's actions while on the premises.

Please be aware that units at Cahuenga Hills may be subject to the Los Angeles Rent Stabilization Ordinance (Rent Control). Please seek independent legal advice on this prior to renting your unit.

### **GATE CONTROL 1.12**

The main entrance gate is to be kept closed at all times.

All visitors are to be announced at the gate by using the intercom system. If the person to be visited is not home or does not respond to the call, any employee of the Association will not admit the visitor.

Residents who observe suspicious persons on the grounds or attempting to gain admittance should report the matter to the Association Office or to the police.

### **GUESTS 1.13**

All guests shall park their vehicles in the Visitor's parking area. Guests are not to park in the underground or under building parking areas.

No guest under the age of fourteen (14) is allowed in the pools or in the sauna areas without an adult being physically present at all times.

No guest under the age of fourteen (14) is allowed in the gym without an adult being

physically present at all times.

Guests shall be required to leave upon the request of the Association Office or a Board Member if the guest is involved in any of the following:

Violation of any by-law or rule of the Condominium Association;

Violation of the laws of the State of California, County of Los Angeles;

Unsafe vehicle operation upon the grounds, including but not limited to unsafe driving, reckless driving, speeding in excess of 5 miles per hour;

Excessive use of alcoholic beverages;

Loud noise, tumultuous or boisterous conduct;

Any minor violation of any law of the State of California, County of Los Angeles or City of Los Angeles, including but not limited to possessing, drinking or being under the influence of alcoholic beverages and / or drugs, or any other violation of law;

Abuse or misuse of any of the common areas or any of the equipment therein, including but not limited to pools, spa, saunas, tennis courts, Recreation Rooms and gym.

- (e) Residents are allowed no more than five (5) guests per unit at one time in any common area including pool areas, the sundeck, the tennis courts, saunas, the gym and both recreation rooms (unless the recreation room has been rented by the Resident – see section 4.01). Additionally, a Homeowner/Resident must accompany all guests at all times.

#### **SOCIAL, CIVIC OR POLITICAL AFFAIRS 1.14**

The Recreation Room and other common facilities are owned by and are for the express use of the Homeowners and shall not be used for civic activities, political affairs or outside social clubs or meetings, except at the discretion of the Board of Directors where the Association is directly benefited.

## **SECTION 2**

<b>MAINTENANCE, REPAIRS AND SERVICE</b>	<b>2.01</b>
<b>STRUCTURAL ALTERATIONS</b>	<b>2.02</b>
<b>COMMON GENERAL AREAS</b>	<b>2.03</b>
<b>FIRE AND DISASTER</b>	<b>2.04</b>
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## **2.01                    MAINTENANCE, REPAIRS AND SERVICE**

Building and common area maintenance is performed by staff selected by the Condominium Association who are employees of the Condominium Association. Maintenance of the appliances, plumbing and equipment in your own unit (such as dishwasher, stove, refrigerator, etc.) is the responsibility of the individual Homeowner and/or Occupants. The care, decoration and maintenance of the interior of each unit and of all equipment therein (other than utility pipes, conduits, wires and the like not under the control of the Occupant, and such items as are guaranteed during the period of warranty) are the sole responsibility of the Occupant.

No unit Owner and/or Occupant shall place in the plumbing facilities anything which will cause backups or problems with the common pipes or plumbing.

An Occupant shall not individually engage any employee of the Condominium or any other person to perform any services in his unit, which would be in violation of local laws and regulations.

Malfunctions of heating, cooling, ventilating and plumbing equipment in the common areas should be reported directly to the Association Office.

Miscellaneous maintenance, repairs and services of the common areas, which you notice, are to be brought to the attention of the Association Office.

## **2.02                    STRUCTURAL ALTERATIONS**

- (a) Any structural alterations to any unit, terrace or balcony or any change in electrical or plumbing installations must have and are subject to the prior written approval of the Board of Directors.
- (b) The use of elevators or other facilities affecting the Condominium and its Occupants having to do with the alterations set forth above should be scheduled in advance by calling the Association Office.
- (c) The ownership of the common area is held jointly by members of the Association. Therefore, all changes proposed to the common area (i.e. any part of the Condominium project outside the air space granted each unit by the Condominium plan) must be approved in writing by the Board of Directors prior to implementation. Unauthorized additions or improvements will be subject to removal at the Owner's expense.
- (d) All requests for approval of an improvement to the common area are to be submitted to the Board of Directors for consideration and must be in writing. A request must include a general description (including color), sketch or photograph of similar improvement and type of materials to be used.

## **2.03 GENERAL AREAS**

Entrances, lobbies, halls, stairways, and elevators may not be used for play and/or loitering. Use of skates, skateboards, bicycles, motorcycles, and similar items are prohibited from use in all common areas. Activities, which result in the defacing of sidewalks, lawns, and

other common grounds, are strictly prohibited.

The tennis courts, pool areas, garages, etc. are NOT considered play areas for children.

There shall be no personal property of any kind, except that owned by the Condominium, kept for decorative purposes or otherwise in the Condominium's general common areas, such as the lobby, halls or stairways without the written permission of the Board of Directors. Temporary installation of decorations on or around doors to individual Condominium units in observance of major holidays is permitted.

No part of the common areas shall be used for commercial activities of any character.

Hallways and lobbies shall not be obstructed nor used to store furniture, carts, boxes, water bottles, or other material that restricts the full use of such areas.

Children will not be permitted to play in lobbies, stairwells, corridors, elevators, parking areas, or elsewhere in or near the building where they might be endangered, or where they might damage the building or landscaping or unnecessarily disturb other Residents.

There is no smoking within twenty (20) feet of all doors and windows. This includes near the Recreation Rooms, the Sun Deck, the gym, the sauna areas or in any common hallway or walkway.

#### **2.04 FIRE AND DISASTER**

In the event of fire, go to the nearest fire escape and exit the building. Close the door to your Condominium behind you and take the key. CLOSE ALL FIRE DOORS.

Do not use the elevators. They may become inoperative and stall between floors. Use the stairs.

Any fire, no matter how small, should be immediately reported to the Fire Department and the Association Office. Pulling the fire alarms in the hallways sets off the alarm and alerts other Residents in the building to the fire, but does not call or alert the Fire Department of the same. The Fire Department must be contacted immediately by dialing 911 from a telephone.

#### **2.05 ELEVATORS**

If you plan to move bulky objects, please ask the Office to provide pads for elevator walls to prevent damage to it.

Please schedule moving for midday hours so that elevators are not tied up during peak morning and afternoon traffic hours.

No signs, posters, or other decorations may be placed in any common area (laundry rooms, elevators, recreation rooms) without approval of the Manager or Board of Directors.

Children may not ride elevators for amusement.

#### **2.06 BALCONIES AND PATIOS**

(a) Cooking or the preparation of food on the balconies is permitted providing adequate safeguards to prevent fire or other damage are taken.

(b) Clothes drying or airing of clothes and the like from any part of the

unit is not permitted.

(c) No articles, such as planters, flower pots, or boxes shall be placed and maintained on any outside balcony ledges or railings. In no case shall such items overhang the edge of the railing due to possible earthquake damage.

(d) No structural, painting or ornamental changes affecting the external appearance of units may be made without the written approval of the Board of Directors.

(e) There shall be no wild bird feeding on balconies, roofs, terraces, or yards, with the exception of liquid hummingbird feeders.

(f) No debris shall be thrown or swept from windows, doors, terraces, balconies, etc.

(g) No liquids may be poured or thrown from balconies or terraces.

(h) Balconies and terraces must be maintained in a clean and attractive condition. The Board of Directors shall be authorized to require Residents to remove unsightly materials from balconies or terraces. Nothing is to be stored on a balcony which is visible from the common area, another unit, or the street.

(i) Smoking is not allowed on balconies and/or patios.

## **2.07**

### **STORAGE**

(a) The Association assumes no liability for damage or theft of any item stored in any common area storage space.

(b) No items may be stored in the common area except in an assigned storage cabinet.

(c) Storage space is limited to the assigned locker units and/or the general storage room. All storage in these spaces is at the users' risk. Individual storage locks are not provided, and are to be supplied by the user.

(d) An Occupant shall not store any article in his storage locker, or his unit, which will create a fire hazard, such as inflammable liquids, or be in violation of the local laws and regulations.

(e) Parking space storage units belong to the owner of the space. When a unit straddles more than one space the first owner to claim the storage box becomes the owner of the box until the space/unit changes owners, at which time it may be claimed by either the new owner or the owner of the space it straddles.

## **2.08**

### **PEST CONTROL**

(a) The cost of extermination of pests in the common areas is provided for in the regular maintenance charges (Condominium fees). The cost of extermination of pests in each unit is the Homeowner's responsibility and it is expected that each Homeowner will exercise diligence in the control and extermination of pests within his unit. If it is determined by a licensed pest control operator that pests are originating from any particular Homeowner's unit, the Homeowner will be asked to take the preventative or protective measures

recommended by the licensed pest control operator. Such cost will be at the Homeowner's expense.

## **2.09 SIGNS AND BULLETIN BOARDS**

- (a) No signs of any character shall be erected, posted or displayed upon, in, from, or about any unit or common area except as permitted in (b) below.
- (b) Bulletin boards will be provided by the Condominium for notices pertaining to Condominium business. Notices should be submitted to the Manager for posting and may be removed from the bulletin board after 14 days.
- (c) No sign, nameplate, advertising or other decoration shall be affixed to corridor face of entry doors. TV aerials and wiring are not permitted, if visible from corridors or exterior of the building.
- (d) Regulations concerning the placement of real estate signs, for sale or for rent, are on file in the Manager's office.

## **2.10 SMOKING**

- (a) No smoking is allowed within twenty (20) feet of any windows or doors, excluding the inside of a Homeowner's unit. This includes near the Recreation Rooms, the gym, and the sauna areas or in any common hallway or walkway.
- (b) There is no smoking allowed on balconies, which, as per the CC&Rs, are exclusive use common areas. If a Resident chooses to smoke at home, he must do so within the confines of his unit (preferably with doors and windows closed.)
- (c) Smoking is allowed at the pool, outside the twenty (20) feet radius, unless a Resident or guest complains. In light of a complaint, smoking must stop at once.
- (d) All cigarette butts must be disposed of properly in trash receptacles and/or ashtrays. Anyone witnessed tossing their butts onto the ground, into the bushes or into any other inappropriate area will be subject to fines.

## **SECTION 3**

<b>PARKING</b>	<b>3.01</b>
<b>LAUNDRY ROOMS</b>	<b>3.02</b>
<b>REGULATION OF OWNERS, RENTERS, OCCUPANTS AND THEIR CHILDREN</b>	<b>3.03</b>

### **3.01 PARKING**

- (a) Due to limited parking, no unit may utilize more than one (1) unassigned parking space within the complex for vehicles owned, leased, rented or used by Occupants of the unit unless an exception has been granted by the Board of Directors. The time limit for parking in an unassigned parking space is 72 hours.
- (b) Condominium entrances and driveways are fire lanes and private grounds. All parking in driveways is prohibited. Cars parked in authorized areas will be towed at the vehicle Owner's expense.
- (c) No vehicle belonging to any Occupant, to any guest or to any employee of any Occupant shall be parked in a manner, which unreasonably interferes with or impedes the access of any usable parking space. Vehicles shall not be parked in such a manner as to extend over the curb so that they will interfere with the maintenance of the common areas. Nothing shall be stored upon any parking space nor shall the same be permitted to accumulate trash or debris.
- (d) No vehicle on which current registration plates are not displayed, i.e. automobile trailer, truck, camper, camp truck-house trailer, boat or the like, shall be kept upon any of the general common areas, nor shall the extraordinary maintenance or repair of automobiles or other vehicles be carried out on any of the common areas within or upon any parking unit. The washing of and minor repairs to vehicles shall be permitted, provided these areas are left in good condition. Solvents and oils are strictly prohibited from pouring onto the ground. The changing of automobile oil is also prohibited.
- (e) Vehicles such as trucks, trailers, motor homes, campers, boats, or the like shall be parked on the premises for no more than a 24-hour time limit. The Owner must notify the Association Office in advance. Vehicles left more than 24 hours are subject to tow-away at vehicle Owner's expense. Storage of any vehicle is strictly prohibited.
- (f) Garage spaces are clearly marked and were assigned to you when you purchased your Condominium. When parking your car in your garage space, please make certain to park in the correct spot and also to park between the lines of your assigned space. An incorrectly parked car is an inconvenience to the other Homeowners and we ask for your cooperation.
- (g) The Association shall not be liable for any loss, theft or damage to your car or any car while parked on the premises.
- (h) No vehicle, including not-motorized recreational vehicles, shall be stored on the premises.
  - (i) No structural alteration of any kind is permitted to any part of the unassigned parking space.
  - (i) No car shall be parked in an unassigned space for more than 72 hours. Cars parked over 72 hours are subject to tow away at Owner's expense. Cars parked over 72 hours are considered stored vehicles and are subject to tow away at Owner's expense.
  - (k) Rental of non-deeded, exclusive use association parking spaces is granted to Homeowners only on an "as-available" basis at a monthly rate determined

by the Board of Directors. Association spaces must be relinquished when a Homeowner moves from their unit for any reason, including selling the unit and/or turning the unit into a rental.

- (l) Vehicles must not be stored in rented Association parking spaces and should not be stored in deeded spaces. (A stored vehicle in an assigned space is defined as one that does not move from its spot for more than five (5) consecutive days.) If a Homeowner is found to be storing his vehicle in a rented Association space, the Board of Directors reserves the right to terminate said Homeowner's rental of that Association space. If a Homeowner is found to be storing a vehicle in his unit's deeded space and is also renting an Association space, the Board of Directors reserves the right to terminate said Homeowner's rental of that Association space.
- (m) See ADDENDUM

### 3.02 **LAUNDRY ROOMS**

- (a) Problems with the machines should be reported to the washing machine company. The number is posted in the laundry rooms.
- (b) Please leave the laundry room as clean as you find it. Please keep laundry room doors closed and turn out the lights when through.
- (c) Remove clothing from washers and dryers promptly; others may be waiting to use the machines.
- (d) The Association is not responsible for any loss or damage to clothing.

### 3.03 **REGULATION OF OWNERS, RENTERS, OCCUPANTS**

Any Owner, Renter, Occupant, who commits any act which offends a Condominium Occupant shall be reported to the Manager, a Board Member or the Guard, if one is present and/or available. Acts which would be express grounds for complaints, but not necessarily limited to these acts, are the following:

1. Excessive use of alcoholic beverage;
2. Loud noises, tumultuous or boisterous conduct;
3. Any minor in violation of any law of the State of California, County of Los Angeles, or City of Los Angeles, including but not limited to possessing, drinking or being under the influence of alcoholic beverages and/or drugs, or any other violation of the law;
4. Abuse or misuse of any of the common areas or any of the equipment therein, including but not limited to pools, Spa, saunas, tennis courts, recreation rooms and gym;
5. Anyone causing disturbance in the common areas will be ejected.

## **SECTION 4**

<b>RECREATION ROOM</b>	<b>4.01</b>
<b>SAUNA ROOMS</b>	<b>4.02</b>
<b>SWIMMING POOLS</b>	<b>4.03</b>
<b>SPA</b>	<b>4.04</b>
<b>GYM</b>	<b>4.05</b>
<b>TENNIS COURTS</b>	<b>4.06</b>
<b>POOL TABLES</b>	<b>4.07</b>
<b>POSTING OF RULES</b>	<b>4.08</b>

## RECREATION FACILITIES

### 4.01 RECREATION ROOMS

- (a) The Recreation Rooms in Building 1 and Building 4 and the Sun Deck in Building 4 are primarily intended for the use of all Residents.
- (b) The two Recreation Rooms and the Sun Deck may be reserved on an exclusive basis by an Owner/Occupant or a lessee of record twenty-one (21) or older only if the unit's monthly maintenance assessment is current and in good standing and the unit has no prior complaints against them.
- (c) The Recreation Rooms and the Sun Deck may not be reserved or rented on holidays or for use over holiday weekends.
- (d) Residents and accompanying guests shall reserve the above rooms in accordance with the following provisions:
  - 1. Reservation requests should be made to the Manager in advance of the event planned, and will be granted on a first come/first serve basis.
  - 2. Resident will complete, sign, and date the Recreation Room Rental Agreement in the Manager's Office.
  - 3. A fee in the amount of \$50.00 must be paid to rent the Main Recreation Room. A fee in the amount of \$25.00 must be paid to rent the small Recreation Room in Building 4. A fee in the amount of \$25.00 must be paid to rent the Sun Deck on top of Building 4. Rental fee is non-refundable.
  - 4. A security deposit of \$500.00 must be submitted with each reservation request when signing the Recreation Room Rental Agreement. The deposit will be returnable once the Manager has made an inspection of the rented premises and determines that the room has been restored to an acceptable and satisfactory condition following use.
  - 5. The Resident designated as responsible for the supervision of the event will be held liable for any damage to common area property. Resident agrees to forfeit the security deposit in part or in full if the room is not restored to the same condition in which the room was prior to the specified use. Special charges will be assessed if necessary to cover the cost of equipment replacement or repair of damages.
  - 6. Condominium Owners will be responsible to the Association for any damage caused by their tenants or guests.
  - 7. Exclusive use of the Recreation Room must not exceed six (6) hours. If the Recreation Room is not vacated after six (6) hours, Renter may be subjected to the loss of the security deposit.
  - 8. The maximum occupancy in any recreation building may not exceed twenty-five (25) persons. If the Renter expects ten (10) or more cars to show up, then arrangements for off-site parking must be made. If there is any illegal parking by guests during the course of the party, the Renter agrees to forfeit half of their security deposit. This will result in a delay in the return of the remaining deposit.

9. All rentals must adhere to the following hours. Failure to do so will result in a forfeiture of the Renter's security deposit.

Friday and Saturdays:

10pm: music must be turned off and the party should start wrapping up.

11pm: The room must be completely cleaned and vacated.

Sundays through Thursdays:

9pm: music must be turned off and the party should start wrapping up.

10pm: the room must be completely cleaned and vacated.

10. Keys to the Recreation Room must be returned to the Manager in the Front Office between 8-9:30a.m. on the Monday (or next business day) following the rental. Failure to do so will result in a \$50.00 forfeiture to be taken from the \$500 security deposit, as well as a delay in the return of the remaining deposit.
11. No one under twenty-one (21) years of age will be permitted to consume or serve any alcoholic beverages while on the premises. If anyone under twenty-one (21) years of age is found to be consuming or serving an alcoholic beverage, it will result in forfeiture of Renter's entire deposit. A fine of \$200.00 will also be levied against the Renter.
12. There is no smoking allowed in the Recreation Room. Any smoking must be done outside of the required twenty (20) foot radius of all doors and windows and care must be taken to keep smoke from wafting into the units above. If any complaints arise from smoking related to Renter's party, Renter might be subject to loss of a portion of security deposit and/or loss of Recreation Room rental privileges in the future.
13. Renting the Recreation Room does not include any other common areas outside of the building itself. No more than five (5) guests may use the pool area nonexclusively at any one time.
14. All guests attending the "party" will be kept inside the Recreation Room's area at all times, other than when leaving and arriving at the "party." There will be no congregating of guests in other common areas outside of the Room itself.
15. If guests are not in compliance with remaining inside the Recreation Room's area during the "party," any member(s) or appointee(s) of the Board of Directors will have the authority to terminate the "party" prematurely and lock the Recreation Room for the remainder of the day and/or night.
16. Noise and music must be kept to acceptable levels. If security has to be called to maintain peace and quiet at your "party," the cost of patrol call will be deducted from Renter's security deposit. Should security have to come back out, the Board of Directors has authorized security to terminate your "party." The Renter will also lose their deposit and be billed for any other related charges.
17. All doors to the Recreation Room will be kept closed at all times.
18. The Renter agrees to assume any and all liability resulting from injury to any guest(s) in the Recreation Room during the term of this rental and further agrees to release and hold harmless Cahuenga Hills Tennis

Condominiums Association, Inc., its Board of Directors, and all Owners at Cahuenga Hills Tennis Condominiums, from any and all liability resulting from injury to any guest(s) in the Recreation Room during the term of this rental.

19. Returned check policy: If either the rental fee or security deposit (if forfeited) is returned for insufficient funds, the amount due plus a \$100 fee will be assessed with Renter's next dues statement.

- (e) Pets are not permitted inside the Recreation Rooms.
- (f) Pets are permitted on the Sun Deck only with prior permission from the Board of Directors.
- (g) For safety sake, persons under the age of fourteen (14) years must be accompanied and supervised by an adult at all times while in the Recreation Room.
- (h) Repair of any damage to carpets, upholstery, pool table covers, kitchen facilities, etc., shall be assessed to the Owner ultimately responsible for such damage. In the event the bill is not paid immediately, the Board of Directors will assess a penalty.

#### **4.02 SAUNA ROOMS**

- (a) The sauna rooms are available only to Occupants fourteen (14) years or older to assure safety.
- (b) No personal articles shall be left or stored in the sauna rooms.
- (c) Instructions governing the use of the sauna equipment will be found in the sauna rooms. Users of the sauna equipment should be thoroughly familiar with the use of such equipment. Improper use can result in physical damage to the user's health. People with a history of heart trouble or other physical impairment should consult their physician prior to use.
- (d) The Association will not be responsible for injuries or illnesses, which may arise out of the use of the equipment.
- (e) Admission shall be refused to persons having any infectious disease, sore or inflamed eyes, colds, nasal or ear discharges, or any easily communicable disease involving coughing and/or sneezing, or with any open sores or wounds. Persons with excessive sunburn, open sores, or bandages, of any kind will not be permitted.
- (f) Persons using the sauna will be responsible for their own actions and the actions of their guests. The cost of any property damage will be charged to the responsible Resident.
- (g) Persons using the sauna rooms must comply with all the ordinances, laws and regulations promulgated by the State of California and Los Angeles County, and those developed and approved by the Board of Directors. Lewd and lascivious behavior will not be permitted.
- (h) The commonly accepted rules of sanitation will be enforced. Anyone violating these rules will be excluded, expelled or evicted from the sauna.
- (i) The Manager is responsible for the strict enforcement of the Rules. He has the authorization to temporarily deprive the use of this facility to any Resident and guest.
- (j) Pets are not permitted in the sauna rooms.

#### 4.03 SWIMMING POOLS

- (a) All persons using the pool or pool area do so at their own risk and assume sole responsibility for any accident or injury in connection with such use. The user covenants and agrees with the Management and/or the Owners for and in consideration of the use of the pool as an added facility and other good and valuable consideration to make no claim against the Management for or on account of any loss or damage of life, limb or property sustained.
- (b) In connection with the use of the pool, the Association or its agents will not be responsible for loss or damage to any personal property of any kind.
- (c) All guests must be accompanied by their Resident sponsor when using the pool.
- (d) Only five (5) guests from one unit shall be allowed in the pool area accompanied by the Resident.
- (e) Persons using the pool and pool deck must comply with all the ordinances, laws and regulations promulgated by the State of California and Los Angeles County, and those developed and approved by the Board of Directors. Nude or semi-nude exposure is against the law and not permitted. Lewd and lascivious behavior will not be permitted.
- (f) The Manager is responsible for the strict enforcement of the Rules. He has the authorization to temporarily deprive the use of this facility to any Resident and guest.
- (g) Admission shall be refused to persons having any infectious disease, sore or inflamed eyes, colds, nasal or ear discharges, or any easily communicable disease involving coughing and/or sneezing, or with any open sores or wounds. Persons with excessive sunburn, open sores, or bandages, of any kind will not be permitted.
- (h) The commonly accepted rules of sanitation will be enforced. Anyone violating these rules will be excluded, expelled or evicted from the pool.
- (i) Persons using the pool area will be responsible for their own actions, and the actions of their children and guests. The cost of any property damage will be charged to the responsible Resident.
- (j) All beverages, food or refreshments served or brought into the pool area must be in non-breakable containers. Glass containers are strictly prohibited. Trash and refuse must be placed in the receptacles provided.
- (k) Running on the pool deck, stunt diving, pushing, wrestling, unnecessary roughness, ball playing except for pool volleyball, loud radio playing, and other undue disturbances are strictly prohibited. For any such violation, the manager has the authority to bar the offender from the pool area. The Board of Directors reserves the right to refuse entry, to eject violators from the pool area, or to deny future pool privileges to anyone at its sole discretion.
- (l) Children under fourteen (14) years of age must be accompanied and supervised by an adult for admission to the pool area. All persons over fourteen (14) years of age are expected to have read and be knowledgeable of the above rules governing the use of pool facilities.

- (m) There shall be no cooking of any kind within the pool area.
- (n) Pool hours are 8:00 a.m. to 10:00 p.m. on weekdays and 10:00 a.m. to 11:00 p.m. on weekends. However, excessive noise, boisterous conduct or other activity which disturbs unit Occupants at any time must immediately cease upon request of the disturbed Occupant, or the Manager, upon request of the disturbed Occupant, is authorized to effect physical removal by police action, if necessary.
- (o) Proper swimwear, i.e., clothing sold for the purpose of swimming, must be worn when entering the pool or Spa.
- (p) Smoking is allowed at the pool (outside of the twenty (20) feet radius from doors and windows) and the spa unless a Resident or guest complains. In light of a complaint, smoking must stop at once.
- (q) Jumping the fence to the pool area is strictly forbidden. Anyone caught jumping the fence will be fined. If the offending person is the guest of a unit, the responsible unit will be fined.
- (r) Residents must carry their common area key at all times while in common areas and must present it if questioned by a staff member.
- (s) Pets are permitted at the pool area only with prior permission from the Board of Directors.

#### **4.04 SPA**

- (a) Persons under the age of ten (10) are not allowed to use the spa. Occupants younger than fourteen (14) must be accompanied and supervised by an adult.
- (b) Each person is required to turn off the spa water pump when bathing is completed.
- (c) Rules for swimming pool apply for the spa. (See 4.03).

#### **4.05 GYM**

- (a) All guests must be accompanied by their Resident sponsor when using the gym.
- (b) Persons under the age of fourteen (14) must be accompanied and supervised by an adult at all times.
- (c) No personal articles shall be left or stored in the gym.
- (d) The Association will not be responsible for injuries or illnesses which may arise out of the use of the equipment.
- (e) Admission shall be refused to persons having any infectious disease, sore or inflamed eyes, colds, nasal or ear discharges, or any easily communicable disease involving coughing and/or sneezing, or with any open sores or wounds. Persons with excessive sunburn, open sores, or bandages, of any kind will not be permitted.
- (f) Persons using the gym will be responsible for their own actions and the actions of their guests. The cost of any property damage will be charged to the responsible Resident.
- (g) The commonly accepted rules of sanitation will be enforced. Nude or semi-nude exposure is against the law and not permitted. Anyone violating these rules will be excluded, expelled or evicted from the gym.

- (h) The Manager is responsible for the strict enforcement of the Rules. He has the authorization to temporarily deprive the use of this facility to any Resident and guest.
- (i) No smoking is allowed within the gym or within twenty (20) feet of the gym windows and doors.
- (j) Pets are not permitted inside the gym.

#### **4.06 TENNIS COURTS**

- (a) All persons using the tennis courts do so at their own risks and assume sole responsibility for any accident or injury in connection with such use. The user covenants and agrees with the Association for and in consideration of the use of the tennis courts as an added facility and other good and valuable consideration to make no claim against the Condominium for or on account of any loss or damage of life, limb or property sustained.
- (b) Residents using the tennis courts will be responsible for any property damage caused by themselves or their guests.
- (c) The Association will not be responsible for loss or damage to any personal property of any kind connected with the use of the tennis courts.
- (d) Gates to the tennis courts must be locked. To maintain security of both courts and buildings, Residents must maintain strict security of both courts and buildings, Residents must maintain strict control over their keys and not lend or give them to outsiders other than to registered guests.
- (e) Non-residents, including non-resident owners, are not permitted to use the court alone at any time, unless granted special permission by the Board of Directors. All guests must be accompanied by their Resident sponsor in order to gain entry to the courts.
- (f) Wheeled vehicles of any type are not permitted inside the tennis courts.
- (g) Only tennis shoes with white soles will be worn on the courts.
- (h) No food allowed on the courts.
- (i) Any person may be barred from the tennis courts at the discretion of the Manager for violation of the Rules and Regulations, or for any other reasons which in his judgment constitutes a hazard to others or to the Association.
- (j) The court lights are to be turned off when the courts are not in use. The last person leaving the court must turn the lights off.
- (k) The tennis courts are for the purpose of playing tennis, basketball, or running track only. No other type of game or activity is permitted, unless special permission has been obtained from the Board of Directors.
- (l) Persons under the age of fourteen (14) must be accompanied and supervised by an adult at all times.
  - (m) There is no smoking allowed on the tennis courts.
  - (n) Pets are not permitted inside the tennis courts.

#### **4.07 POOL TABLES**

- (a) The Resident using the pool tables will be held liable for any damages caused by themselves or their guests.
- (b) Food or liquid shall not be placed on the pool tables at any time.
- (c) Persons under the age of fourteen (14) years must be accompanied and supervised by an adult at all times while using the pool tables.

**4.08 POSTING OF RULES**

- (a) Copies of the above rules governing the use of each recreational facility shall be posted in a conspicuous location at each facility.

**PARKING ADDENDUM TO SECTION 3**



**PARKING RULES AND REGULATIONS FOR  
Cahuenga Hills Tennis Condominiums (CHTC)  
(Attachment to Rules & Regulations)**

**I. PREAMBLE**

This resolution pertains to the adoption of Parking Rules and Regulations for Cahuenga Hills Tennis Condominiums Homeowners Association (hereinafter referred to as CHTC HOA).

**WHEREAS**, Article 3.01, Section 3 of the Rules and Regulations associated with the By-laws, grants the Board of Directors all powers for the conduct of the affairs of CHTC HOA, which are granted by law and the documents of the Cahuenga Hills Tennis Condominiums Homeowners Association, Inc.; and

**WHEREAS**, the By-laws provides that the Board of Directors has the power and duty to promulgate and enforce rules and regulations and restrictions and requirements as may be deemed proper respecting the use, occupancy and maintenance of the project and the General and Limited Common Grounds; and

**WHEREAS**, the By-laws delegates to the Board of Directors the duty to provide for the care, upkeep and surveillance for the General Limited Common Grounds, which include the common parking areas; and

**WHEREAS**, the Board of Directors has found it necessary to establish parking rules and regulations in CHTC in order to ensure equitable parking arrangements as well as safe and attractive parking areas; and

**NOW THEREFORE, BE IT RESOLVED THAT** the Board of Directors, in a duly called meeting held the 17th day of November, 2017, voted to adopt the following Parking Rules and Regulations.

## **II. DEFINITIONS**

**Abandoned Vehicles:** Any vehicle that (a) has remained on the premises for more than 48 hours and is not displaying currently valid license plates; or (b) any vehicle that meets the definition of "abandoned vehicle" under the Code of Maryland; or (c) any vehicle that is inoperable. By way of example rather than limitation, "inoperable" vehicles shall include vehicles with flat tires or broken windows.

**Authorized Vehicle:** Any vehicle properly displaying a CHTC HOA parking tag (window hang tag), which is permitted to occupy parking space(s) at CHTC HOA.

**Board:** The Board of Directors, Officers and Agents of CHTC HOA.

**Boat:** Any vessel designed for navigation on water, no matter what the size.

**Bus:** Any passenger vehicle designed to carry ten (10) or more passengers with omnibus, commercial or bus license.

**Camper:** Any vehicle drawn by a car, truck, or other vehicle used as a temporary or permanent dwelling.

**Camper Truck:** Any self-propelled camper, or a covered, truck-like vehicle with cab and aft section uncovered by a continuous roof.

**Commercial Vehicle:** Any vehicle containing advertising, signs or other markings. Such term does not include taxicabs, police or other governmental agency cars, or which otherwise would not be considered a personal, non-business vehicle.

**Flat Bed:** A vehicle on which the cargo box (on pickup or truck) or the rear portion (on an automobile or van) has been replaced by a deck and may also have sideboards or stake-type side rails.

**Handicapped:** The holder of a valid handicapped or disabled person's state registration.

**House Trailer:** Same as Camper.

**Junk Vehicle:** Any vehicle that is incapable of passing current California Department of Motor Vehicles inspection, or one that does not display proof of current registration plates, regardless of condition.

**Moped:** A small motorcycle-like vehicle, which also contains pedals.

**Motorcycle:** A vehicle with two wheels in tandem propelled an internal combustion engine and sometimes having a sidecar with a third wheel.

**Motor Home:** Any self-propelled vehicle designed and constructed primarily to provide temporary living quarters for recreational, camping or travel use, or permanent living quarters.

**Occupant:** The owner(s) of any townhouse unit; such owner's tenant or renter, and to any children who are occupying a townhouse unit.

**Oversized Vehicle:** Any vehicle with tires, which extend six (6) inches beyond the body, or a vehicle which extends the width of one (1) parking space to the painted line, or a vehicle which extends beyond the length of the normal parking space, or one which, because of its length, limits the view of the adjoining spaces.

**Parking:** The temporary stopping and placement of a vehicle in one fixed location. "Temporary" contemplates a frequency of use of the vehicle that is generally operated by the owner. "Temporary" does not contemplate storage, which is the long-term placement of a vehicle in one location.

**Parking Space:** The physical area within the space marked upon the pavement as a single parking space for a vehicle.

**Recreational Vehicle:** Any vehicle intended primarily for recreational purposes. This includes off-the-road vehicles, racing vehicles, campers, boats, motor homes, house trailers, etc.

**Storage:** The long-term placement of a vehicle in one location (or moved about from one location to another to avoid the maintenance of the term "storage"), and is not "parking" as defined in No. 18 above. Whether a vehicle is stored within the meaning of the definition shall depend on the facts and circumstances of each case. A vehicle shall be deemed to be stored within the meaning of the definition where such vehicle has remained in one location (or moved about from one location to another to avoid the meaning of the term "storage") for a period of more than ten (10) days.

**Taxicab:** Any vehicle conspicuously marked as a taxi, cab, or for-hire vehicle and

which has non-passenger license plates.

**Trailer:** Any vehicle that is not self-propelled and is designed to be pulled or towed by motor vehicle.

**Truck:** Any vehicle having a load capacity greater than one (1) ton, or having more than four (4) wheels, or having more than two (2) axles, or having wheels (not tires) with a diameter exceeding sixteen (16) inches. Pickup trucks with four (4) wheels, fewer than 4,000 pounds and without advertising shall not be considered a truck for the purposes of this definition.

**Unauthorized Vehicle:** Any vehicle that is not authorized by these Rules and Regulations, or the Declarants.

**Van:** An enclosed boxlike motor vehicle with cab and aft section, also having rear or side doors and side panels often used for transporting goods, may also be used for transporting people.

**Vehicle:** Any self-propelled device on a highway used for the transportation of persons or property upon a highway, and which is licensed by any state.

**Gov't Vehicles:** Police or government agency cars or cars with federal, state, county or local government license plates.

### III. RULES AND REGULATIONS

1. **Parking Space** Parking spaces shall be one of the following types:

- a. Deeded
- b. Assigned
- c. Assigned Visitor
- d. Unassigned

2. **Registration and Parking Tags** (window hang tags) Upon presentation of a valid Registration Certificate, driver license and/or military ID with a CHTC HOA address on it, all unit owners or authorized occupants must sign for the parking permits with the Board or Managing Agent in order to receive a valid parking tag/window hang tag. The Board or Managing Agent will issue the unit owners or authorized occupants **with two (2) window hang tags if they own a one or two-bedroom unit, or three window hang tags if they own a three-bedroom unit.** Such tags shall be hung from

the rear view mirror or prominently displayed on the dashboard of each vehicle at all times when parked on the Common Grounds of CHTC HOA. **In the event that a Homeowner can justify the need for extra hangtags the Board will consider such requests on an individual basis, and may issue extra hangtags.**

**3. Lost/Stolen Parking Tags** (window cling tags) Lost and stolen parking tags/window cling tags will be invalidated. Parking tags/window cling tags will be replaced upon written request from the owner/occupant. The standard replacement fee in the amount of twenty five dollars (\$25.00) per tag will be charged to cover the cost of issuing each new parking tag/window cling tag and should be paid at the time issued. Payment shall be made in, money order, personal or cashiers check, paid to the order of Cahuenga Hills Tennis Condominiums.

#### **4. Unassigned Parking**

All parking spaces that are not designated and/or marked as handicapped spaces shall be available for unit occupants or guests.

#### **5. Handicapped Parking**

a. Special consideration will be given to occupants with valid handicapped registration plates and permits. Owners or occupants requesting a designated handicapped parking space shall provide evidence of the handicapped tag or permit when submitting the registration application. If not specifically provided herein, CHTC HOA shall comply with the applicable fair housing laws when designating handicapped parking spaces.

b. The Association will provide the markings required for the designated handicapped parking space(s). If requested, the unit owner or occupant requesting modification such as curb cuts, ramps, etc. shall be responsible for the cost of the same. All work of this type will be done under the direction of the CHTC HOA Architectural and Environmental Committee. Such modification requests should be submitted to the Board of Directors by way of the Managing Agent.

#### **6. Authorized Parking**

a. The following types of motor vehicles are the only approved vehicles allowed to park within the CHTC HOA parking lots: conventional passenger automobiles, small vans, motorcycles, mopeds, and trucks, government vehicles or commercial vehicles not otherwise excluded under unauthorized vehicles.

b. Without limiting the generality thereof, all motor vehicles shall display current

license plates and be maintained in proper operating condition so as to not be a hazard or a nuisance by noise, exhaust emissions, or appearance.

c. No vehicle belonging to any occupant, or to any guest of any occupant, shall be parked in a manner, which unreasonably interferes with or impedes ready vehicular access to any parking spaces or the passage of traffic throughout the community.

d. No vehicle may be driven or parked on any unpaved areas of the CHTC HOA community.

e. All Rules and Regulations will be applicable to the occupants of the condo unit whether the occupants are the owners, renters or guests of the occupants. As applicable, owners are required to notify renters, guests and visitors of the Parking Rules and Regulations, as well as locations of available parking spaces.

f. Unit owners who lease or rent their units to others (in compliance rental rules, and with these Parking Rules and Regulations as elsewhere provided) may assign the use of the parking tags (window cling tag) (provided for in Section III, Paragraph 2), to his or her lessees, or renters, but only if the provisions in the remainder of this

Section are met. The unit owner must include in and attach to all leases (executed thirty (30) days after the effective date of these Rules), a copy of these Rules and Regulations. The unit owner shall be ultimately responsible for the actions of said tenants and guests. Any assignment made under this Section to such tenants will only be effective during the terms of the lease or license and must be renewed upon renewal or execution of a new lease or license. Under the terms of the By-laws, a violation of these parking rules shall be deemed a default under the lease.

## **7. Unauthorized or Prohibited Parking**

a. The following vehicles, as defined in Section II, are prohibited from parking in lots in the CHTC HOA community: abandoned vehicles, boats, buses, campers, camper trucks, commercial vehicles, **disabled vehicles**, flat beds, junk vehicles, house trailers, trucks and **unlicensed or unregistered vehicles**.

**b. No parking is permitted in fire lanes, yellow curbing areas, in restricted areas, on Common Grounds, grassy areas, or on sidewalks. Cross parking is not permitted.** c. Vehicles in violation of paragraphs a. and b. above will be subject to towing at the owners' expense.

## **8. Storage of Vehicles**

Boats, trailers, buses, junk vehicles, recreational vehicles, house trailers, other unauthorized vehicles, or unlicensed or inoperable vehicles shall be prohibited upon the Common Grounds parking areas at all times. Motor vehicles of any nature not bearing a valid current license tag, not having a current registration, not in proper operating condition or in a condition which would fail a vehicle inspection shall not be parked on the streets or Common Grounds parking areas at any time. Storage of authorized vehicles must have prior written approval of the Board of Directors. Vehicles in violation will be subject to towing, at the owners' expense.

## **9. Automotive Repair**

Except for bona fide emergencies, the repair or extraordinary maintenance of automobiles or other vehicles shall not be performed on the Property, except within garages or other permitted structures. The repair or maintenance of automobiles or other vehicles shall not be performed on any of the Common Grounds, including the parking spaces, or within or upon any residence, if said repair causes the leaking of oil, gasoline, or other automotive fluid upon the Common Grounds. Such vehicle may be removed in accordance herewith. The cost of clean-up of the leakage may be charged to the occupant as a maintenance assessment by the Board of Directors. The cost of removal of the vehicle will be the responsibility of the owner of the vehicle.

## **10. Motorcycles**

Motorcycles may not be parked on sidewalks, front or side lawns, or between parallel parked vehicles. A motorcycle may park within the same parking space with another vehicle as long as it does not interfere with an adjacent parking space or another vehicle, or does not extend beyond the bounds of one parking space. Motorcycles in violation will be subject to towing.

## **11. Availability and Access of Parking**

Cahuenga Hills Tennis Condominiums Homeowners Association, Inc. shall not be liable for, guarantee the availability of, or guarantee access to a parking space unless the space is deeded or rented on a regular basis.

## 12. Additional Parking Rules

- a. Authorized vehicles must park only within the marked bounds of a single parking space. No part of a vehicle may protrude beyond the bounds of a single parking space.
- b. Authorized vehicles cannot occupy more than one parking area.
- c. Unauthorized vehicles are not permitted to park in any parking space.
- d. Authorized vehicles may not be stored anywhere on the property without express prior written consent of the Board of Directors.
- e. Abandoned vehicles or unauthorized vehicles may not be parked or placed anywhere on the property.
- f. Tools, ladders, pipe or conduits extending beyond vehicles are not allowed.
- g. Vehicles in violation of paragraphs a. through f. above will be subject to towing.
- h. No parking is authorized in fire lanes. Vehicles parked in fire lanes will be towed by the towing company in accordance with County requirements, or such violations may be enforced as provided herein.

## 13. Enforcement of Parking Regulations

- a. All unit owners, occupants and guests must abide by these Rules and Regulations. Failure to comply will result in enforcement action. Moving the vehicle from one space to another does not constitute removal from the property.
- b. These Rules and Regulations may be enforced by the following action(s):

14. **Towing:** Any vehicle in violation of Parking Rules and Regulations or the By-laws is subject to towing at the vehicle owner's risk.

- a. The Homeowner Association, by and through the Board of Directors, shall **not** be responsible for damages or liabilities while vehicles are in the care of the authorized Towing company.
- b. The Homeowner Association, by and through the Board of Directors, shall designate an authorized towing company to be used in the event there is a

violation of these Parking Rules and Regulations, By-laws or the Declarants of the Association.

c. The Board of Directors or the Managing Agent shall be authorized to make a complaint to the designated towing company and request that any vehicle in violation of these Rules and Regulations, By-laws or the Declarants be towed. d. By adoption of these Rules and Regulations, the Board of Directors hereby allows each unit owner or occupant as defined in these Rules and Regulations and which privilege has not been revoked, as the Board's agent relative solely for the limited purpose of making a complaint to the designated towing company and requesting that a violating vehicle be towed. Homeowners must call the Board or Managing Agent to register a complaint.

e. With regard to towing a vehicle from a deeded space when a non-authorized vehicle is parked in that space, identification by the complaining unit owner or occupant displaying a CHTC HOA address will be required by the Board, Managing Agent, or Security Officer, prior to towing (i.e., driver's license, CHTC HOA parking tag/window hang tag).

f. All costs of towing, damages due to towing, storage of vehicles after towing, retrieval of vehicles, or other applicable and/or appropriate charges shall be the responsibility of the vehicle owner in question.

g. Any unit owner or occupant who exceeds the authority granted herein and improperly has a vehicle towed shall be liable for all related expenses.

## **15. Enforcement of Violations**

Enforcement of parking rules and regulations shall be as provided by resolution of the Board.

The Board of Directors reserves the right to alter, amend, or modify the Parking Rules and Regulations at any time deemed necessary and appropriate in accordance with the CHTC, Inc. Bylaws and Declaration of Covenants, Conditions and Restrictions document, and the occupants agree to abide by any such alterations, amendments or modifications.

The additions to the Parking Rules and Regulations of the Association herein specified were duly adopted by the Board of Directors of the CAHUENGA HILLS TENNIS CONDOMINIUMS HOMEOWNERS ASSOCIATION, Inc. on the 17<sup>th</sup> day of November,

2017. Such Rules and Regulations shall be effective beginning on that day, and attached to the existing Rules and Regulations as an addendum referred to in Section 3 of the Rules and Regulations of the Association.

## **ADDENDUM**

### **SHORT-TERM RENTALS AND REVISED FINE STRUCTURE**

**NOW THEREFORE, BE IT RESOLVED THAT** the Board of Directors, in a duly called meeting held the 5th day of November, 2017, voted to adopt the following Changes to the Rules and Regulations.

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#### ***Community Rule Change***

The following is a rule change.

The purpose of this change is to address the issue with short-term rentals (less than 6 months), and to increase compliance with the Associations Governing Documents by increasing the severity of fines.

The changes below replace Section 1.02A of the Cahuenga Hills Tennis Condominiums Homeowners Manual – Rules and Regulations of the Association:

- (e) It shall be the obligation of the Residents to abide by these Rules. The Manager shall enforce these Rules on behalf of the Condominium. Situations that cannot be resolved by the Manager will be referred to the Board of Directors.
- (f) Each Resident shall assume the responsibility of the observation of these Rules and Regulations and for reporting infractions to the Manager for enforcement or, in his absence, to any member of the Board of Directors or the Security Guard, if one is present.
- (g) In the absence of a Manager, the Board of Directors or their appointee will assume the Manager's responsibilities.
- (h) Unless otherwise specifically stated, violation of any of the rules herein and subsequent violations of the same rules will result in a written warning and/or fine after notice and a hearing according to the following schedule:

#### **1.02A IMPLEMENTATION OF THESE RULES AND FINE SCHEDULE**

Minor violations:

1st Violation – Warning and / or 100.00 fine  
2nd Violation – Up to \$250.00  
3rd Violation – Up to \$300.00

4<sup>th</sup> Violation - Up to \$500.00

5<sup>th</sup> Violation – Up to \$800.00. Every violation after the fifth one will carry a \$300.00 fine, and the matter may be referred to the Association’s Attorneys, and fines would include attorney’s fees.

Special Violations (those needing immediate action for safety or health reasons):

1st Violation – Up to \$250.00

2nd Violation – Up to \$500.00

3rd or subsequent violation – Up to \$1000.00

For short-term rentals, temporary leases or rentals less than six (6) months in length (vacation rentals like Airbnb, Flipkey, VRBO, HomeAway, and others):

No letter of warning will be issued before the first call to hearing.

First violation -- \$500

Second violation -- \$1000

Third violation -- \$2500 and forwarded to attorneys

If a hearing is scheduled and confirmed, and the Resident does not attend, the Board will be free to discuss the issue in the Resident’s absence, and may decide on appropriate action, which may include a fine, or the doubling of proposed fines.

All major violations as deemed so by the Board automatically incur up to a \$300.00 fine per violation. There is no warning for major violations, but a hearing may be requested to explain circumstances and to request that a fine be reversed.

Continuing violations: The Board, on proper written notice and a call to hearing and if the infraction continues up to that hearing, may impose a daily fine of \$10 each day, until such time as the violation is cured. In the case of Architectural Review Committee violations, the daily fines may be waived completely if cured within 30 days.

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All existing rules, as outlined in the CC&Rs at CHTC apply, except where noted above. Nothing contained herein is intended to nor does it remove the Board’s ability to set rules to maintain the property and the safe operation of the Association and its assets. You can view the complete CC&R’s and Rules & Regulations online at [www.cahuengahills.com](http://www.cahuengahills.com) in the Homeowner section.