



**WARNER CENTER CONDOMINIUMS
HOMEOWNERS ASSOCIATION**

**COMMUNITY HANDBOOK
(RULES AND REGULATIONS)**

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I. INTRODUCTION

Welcome to Warner Center Condominiums! Warner Center Condominiums (the “**Community**”) is a condominium community consisting of numerous buildings (“**Building(s)**”), each containing residential condominiums (“**Condominium(s)**”), along with a variety of facilities and amenities for the use of the owners of the Condominiums (“**Owners**”) and any occupants (“**Occupants**”) or lessees (“**Lessees**”) living within the Community (collectively, Owners, Occupants and Lessees shall be referred to herein as “**Residents**”). Individuals who are invited into the Community by its Residents (“**Guests**”) shall be respectful, law abiding and subject to the Rules (as defined below) at all times. Since attached living is a unique experience that relies on the mutual cooperation of all Residents to be successful, the Warner Center Residential Homeowners Association (the “**Association**”) created this community handbook (“**Handbook**”), which constitutes the Rules (the “**Rules**”) contemplated by the Declaration (as the same is defined below). Furthermore, the communal areas, amenities and facilities within the Community (collectively, the “**Common Areas**”¹) shall be subject to this Handbook. This Handbook may be revised from time to time in accordance with the requirements and procedures set forth in the Condominium Documents (as defined below) and applicable laws. Inside you will find practical rules, regulations and guidelines that are intended to help foster a harmonious, enjoyable environment for all Residents.

This Handbook details basic guidelines that, when observed, will help ensure that the structures and Common Areas of the Community remain in good condition and that all Residents treat each other with respect and consideration. Among other things, this Handbook provides important information to help Residents through the transition of moving into a new Condominium and living in such a unique environment as Warner Center Condominiums. Additionally, since most modifications to the interior or exterior of a Condominium, including any Common Areas, are subject to approval by the Architectural Committee, this Handbook outlines the procedure that must be followed before making certain Improvements (as defined in the Architectural Guidelines below) at the Community.

The “**Condominium Documents**” include (i) the Declaration of Establishment of Conditions, Covenants and Restrictions for Warner Center Condominiums (the “**Declaration**”), (ii) the Association’s Articles of Incorporation and Bylaws and (iii) this Handbook. Together, the Condominium Documents establish and govern the Association and the Community. This Handbook shall be subject and subordinate to the Declaration and nothing contained herein shall be construed to limit or modify the Declaration. Any situation which arises, and which is not contemplated within the Condominium Documents, shall be handled by the Board (as defined below) on a case by case basis and in their reasonable discretion.

ALL OWNERS, RESIDENTS AND LESSEES ARE PRESUMED TO HAVE REVIEWED THIS HANDBOOK AND THE OTHER APPLICABLE CONDOMINIUM DOCUMENTS AND FAMILIARIZED THEMSELVES WITH THE SAME IN ORDER TO ENSURE THAT THEY AND THEIR FAMILY MEMBERS, GUESTS, LESSEES AND ANY OTHER PERSONS, PATRONS AND VISITORS, FULLY UNDERSTAND AND ABIDE BY THE RULES AND ANY OTHER GUIDELINES SET FORTH. WHETHER OR NOT THE RESPECTIVE INDIVIDUALS HAVE ACTUALLY READ THIS HANDBOOK AND THE REMAINING CONDOMINIUM DOCUMENTS, THEY ARE, PRESUMED TO HAVE KNOWLEDGE OF THE INFORMATION CONTAINED IN THE SAME. Furthermore, all Owners of Warner Center Condominiums are also responsible for the acts or omissions of any of their Residents, Lessees, Guests or any other visitors. Thus, each Owner, should also ensure that their Residents and Lessee(s) read, fully understand and comply with all the requirements of this Handbook and that all Guests and other visitors act in accordance herewith.

1. THE ASSOCIATION, MANAGEMENT AND BOARD

The purpose of the Association is to operate, manage and maintain Warner Center Condominiums for the benefit of all Residents and the Association is governed by a board of directors (the “**Board**”). The Board meets regularly to make decisions pertaining to those matters for which the Association is responsible. Although all Residents and Guests are subject to the Rules contained herein, only Condominium Owners are considered members (“**Member(s)**”) of the Association. Any Owner interested in becoming involved in the Association should contact the General Manager.

¹ The term “Common Areas” used herein shall include those areas which are referred to in the Declaration as the “Common Area” and the “Exclusive Use Association Property.”

The Association has obtained the services of a professional management company (the “**Management**”), that will in turn be supervised by a manager (the “**General Manager**”). Management’s duties include, but are not limited to: handling emergency service calls, receiving and administering dues and assessments and related charges, collecting delinquent dues and assessments, mailing monthly statements, contacting and working with vendors, assisting the Board, advising the Board and Owners of various State and Federal laws governing condominium associations, forwarding to the Board all letters from Residents in the Association and information gained from telephonic conversations with Residents and otherwise offering support and assistance to the entire Association.

Composed of five (5) members, the unpaid, volunteer Board members are ultimately responsible for ensuring that the Condominium Documents are being followed and make decisions to try to maintain the security, value and desirability of the Community. Owners are encouraged to attend Board meetings, at which the Board makes known any modifications to the Rules and the Owners may raise issues for the Board’s consideration.

In addition to any committees required by the Condominium Documents, the Board may, by resolution, create and/or dissolve committees as it deems appropriate to advise or assist the Board in its duties as set forth in Article 7 and Section 4.1, “Fifteenth,” of the Bylaws. The resolution shall specify the scope of each committee’s duty, and may specify the number and qualifications (if any) of committee members, limit the terms thereof, and the manner and frequency of meetings to be held by the committee, all in its discretion. The Board may delegate actions to a committee that it may delegate to any other agent pursuant to the Condominium Documents and applicable law. All members of committees serve at the pleasure of the Board and may be appointed or removed by the Board at any time, with or without cause. Committee members shall be Owners in good standing, as defined herein. If the Board does not appoint a chairperson, the committee members may elect a chairperson.

Advisory Committees. Except as provided herein, actions of a committee:

(1) shall be considered merely advisory to the Board and shall be scheduled on the agenda of the next Board meeting following the committee’s action or decision for affirmation, rescission, or modification, as the Board in its discretion deems appropriate, and except as provided herein, no committee shall have authority to expend Association funds or dispose of Association property, nor enter into any contract or otherwise bind the Association, nor direct any Association Member, employee, agent, or vendor.

Executive Committees. The Board may, by resolution, establish one or more “executive committees,” each consisting of two or more directors of the Board, as it deems appropriate to assist the Board in its duties. Such committees may be delegated the powers and authority of the Board with respect to matters within the specified scope of the committee, except that no committee, regardless of Board resolution, may be delegated the powers and authority of the Board with respect to:

- (1) Taking any final action on any matter that requires approval of the Members or of the Board under the Condominium Documents or applicable law.
- (2) Filling vacancies on the Board or on any committee.
- (3) Adopting, amending or repealing the CC&Rs, Bylaws or any resolution of the Board.
- (4) Creating any other committees or appointing or removing any member of any committee.
- (5) Expending Association funds without prior Board approval.
- (6) Approving any transaction to which the Association is a party and in which one or more directors have a material financial interest, including any such interest of a director in any entity involved in the transaction.
- (7) Making any decision to record a lien against any Condominium, or making any decision to foreclose a lien against any Condominium, in connection with an assessment delinquency or otherwise.

Meetings of Committees. If the committee includes a majority of directors, those provisions requiring notice, agenda, and rights of Members to attend and be heard. Meetings of other committees shall be held and conducted at the discretion of the committee, unless otherwise specified by the Board or in the Condominium Documents. All members

of a committee shall be given notice of all meetings of the committee, and shall have the right to attend all meetings of the committee.

Records of Committees. Minutes shall be kept of each meeting of any committee and shall be filed with the Secretary and maintained in the Association's records.

Any Association volunteer, including without limitation, Board members and committee members, shall be Owners of Units within the Project whose memberships are in good standing and who have resided within the Project for a minimum of one (1) year. "Good standing" means that all assessments and related charges are not more than three (3) months in arrears, the Owner is not in violation of the Condominium Documents (including but not limited to the CC&Rs, Bylaws, Rules and Regulations or any policies adopted by the Board), and there are no outstanding fines against the Unit or the Owner.

Any questions regarding this Handbook or the Community should be addressed to the Association, either by telephone at: (818) 610-1195 or by mail at: WARNER CENTER CONDOMINIUMS HOMEOWNERS ASSOCIATION, C/O GENERAL MANAGER, 5555 CANOGA AVE, WOODLAND HILLS, CA 91367.

All holiday, weekend and after-hours EMERGENCY ONLY calls should be directed to (818) 540-5375 or (818) 907-6622, ext 811. Listen carefully to the instructions provided to contact the Association's maintenance department. Please do not leave a message of an emergency situation for the Management or another member of the Association, rather contact the Fire or Police Department by dialing 911.

REGARDLESS OF MEMBERSHIP IN THE ASSOCIATION, ALL RESIDENTS AND GUESTS SHALL BE REQUIRED TO REPORT ANY NONCOMPLIANCE WITH THE CONDOMINIUM DOCUMENTS OR ILLEGAL ACTIVITY TO THE GENERAL MANAGER OR OTHER AUTHORIZED AGENT AS SOON AS REASONABLY POSSIBLE. IN THE EVENT THAT A RESIDENT HAS A QUESTION OR CONCERN THAT CANNOT WAIT UNTIL THE NEXT BOARD MEETING, THE GENERAL MANAGER WILL NOTIFY THE BOARD IF HE OR SHE FEELS IT IS NECESSARY AND APPROPRIATE. RESIDENTS SHOULD NOT CONTACT THE BOARD DIRECTLY WITH THEIR QUESTIONS OR CONCERNS, EXCEPT AT THE BOARD MEETINGS.

2. MAINTENANCE AND INSPECTION OBLIGATIONS

All Owners (and, thereby, all Residents) at Warner Center Condominiums and the Association have certain maintenance and inspection obligations at the Community. Owners are provided with a "**Homeowners' Guide**" upon the purchase of a Condominium. The Homeowners' Guide discusses various maintenance and inspection requirements and suggestions, applicable warranties, manufacturers' maintenance schedules and recommendations, among other things. Each Resident should carefully review the Homeowners' Guide, as Residents are expected to implement the maintenance and inspection obligations described therein.

Even more so than in a detached single family home, the careful maintenance of a Condominium is essential to the preservation of the entire Community. Each Owner (and Resident) is responsible to maintain his/her Condominium in good, working condition in order to prevent maintenance issues for other Condominiums or the Community as a whole. As such, each Owner remains liable for such maintenance obligations even if his/her Condominium is leased. Additionally, the Association has no obligation to address maintenance issues with non-Member Residents; therefore, the Association may address any and all issues directly with the Owner of the Condominium, whether or not such issue has been addressed with the current Lessee or Occupant of the Condominium. Any damage and/or loss caused to the Community due to a Residents act or omission with respect to the maintenance obligations set forth in the Homeowners' Guide and/or the Condominium Documents shall be charged to the applicable Owner. Therefore, it is extremely important that all Owners ensure their Lessee(s) or Occupant(s) comply with any and all maintenance requirements contemplated hereinabove.

The Association must perform certain maintenance and inspection obligations over the Common Areas. The Association manuals set forth the maintenance and inspection obligations of the Association, which includes applicable warranties, manufacturers' maintenance schedules and other maintenance requirements that the Association must follow. Additionally, similar to Owners at the Community, the Association is also required to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Common Areas.

3. SEVERABILITY

If any provision of this Handbook is held to be invalid, the remainder of the provisions shall remain in full force and effect.

4. DEFINITIONS

As you review this Handbook, you will encounter defined terms, identifiable by their initial capital letters. Except as the context otherwise requires, these defined terms have the same meaning as set forth in the Declaration.

RESIDENTIAL RULES

II. RESIDENTIAL RULES*

INTRODUCTION

Below are “Residential Rules,” followed by “Common Area Rules,” which each set forth common sense Rules that should be implemented out of courtesy as a neighbor in a community environment and are complementary and in addition to the Rules provided herein. Residents and Guests must familiarize themselves and comply with these Residential Rules and Common Area Rules.

A. PROJECT ACCESS PROCEDURES AND ACCESS CARDS

1. **Security.** Although the Community is equipped with video cameras, an electronic access system and monitored by security guards (“Security”), neither the Board nor the Association (or any individual staff member of either team) nor the General Manager can guarantee the safety and protection of persons or possessions within the Community. Therefore, each and every Resident and Guest is responsible for his/her own person and property within the Community.

In this vein, Residents shall not allow any guest entry within the Community if such guest is not personally known to said Resident. Residents and Guests should immediately contact Security, Management or the police in the event they see any suspicious person(s) or activities occurring within the Community.

2. **Gates and Access Generally.** As of February 2015, the Community has a total of six (6) gates. The front (main) gate is located at 5555 Canoga Ave. and manned by Security. The remaining five (5) gates are not currently manned by Security and are located as follows: one (1) gate at Burbank; two (2) gates at Owensmouth; and one (1) gate at Juliana and an additional gate off of Juliana that services BLDG 11. All of the Community gates must be approached and used with utmost caution. The Community, its Management, Board, Association, Service Providers (as defined in Section II.C.12 below) and any other entity assume no responsibility and shall not be liable for any damages sustained by person or property that approaches or passes through the Community gates. The gates do not constitute an increase in security; rather, Owners, their Residents, Guests and invitees are solely responsible for protecting their property and for ensuring their own safety.

3. **Resident Access.** The Community is gated and Residents must enter either by (i) using the Access Cards (defined in A.5 below) issued to them by the Association or (ii) through the gate entrances manned by Security. Although the Association provides security guards who monitor the Community, every Resident must do their part to keep the Community safe, which includes ensuring that all access doors/gates of the Community are closed and locked properly.

4. **Guest Access.** Guest(s) shall only be admitted if they are listed on the resident’s permanent guest list or if prior authorization has been given to the security by the resident. Guest(s) are required to provide identification to Security when checking in at the front gate guard house. Front gate Security shall issue Guest parking passes in accordance with the terms delineated in the “Garage and Parking Guidelines” below. In order to eliminate confusion, and inconvenience all Residents shall be responsible to keep their information current with the Association and inform their Guest(s) of all necessary information for entry.

5. **Access Cards.** Subject to first submitting the “New Resident Building Access Information Form,” if applicable, the Association shall assign and issue “Resident Identification Cards” containing proximity sensor devices (the “Access Cards”) for each documented Owner and Resident or Tenant (which said documentation is required prior to issuance of said Access Card) of such Condominium within the Community, but not more than one (1) Access Card per bedroom within such Condominium. The Association may issue no more than one (1) additional Access Card per Condominium to a documented Owner or Resident of such Condominium. For purposes hereof, a “documented Resident” shall be a person who produces either (i) a state or federally issued identification card with their address within the Community, (ii) bills or bank statements from two (2) separate businesses identifying said persons’ name and addressed to their address within the Community, (iii) fully executed lease agreement, or (iv) other such documentation the Board reasonably accepts as establishing residency within the Community. In addition

*Section 5.1.6 of the Declaration provides the Board with the power to adopt these Rules and Section 5.1.7 of the Declaration provides the Association with the right to enforce them. In the event of any conflict between these Rules and the Declaration or Bylaws, the provisions of the Declaration or Bylaws (whichever document is more restrictive) shall prevail.

to the Access Cards permitted to be issued above, the Association may issue no more than one (1) additional Access Card per Condominium for the convenience of the Owner or Resident at a charge of Twenty-Five and No/Dollars.

6. **Additional Access Cards.** Owners or Residents may address additional Access Cards, either full access or limited to the property and building only, through the management office. Issuance of these cards will be on a case-by-case review and approval. The cost of the cards will be \$25 each or the then effective rate. With respect to any and all Access Cards obtained, each Owner and/or Resident acknowledges and agrees that the same is his/her responsibility, that he/she shall use the same in a lawful, responsible manner and will report the loss of any Access Card(s) immediately so that the Association may deactivate same. Any lost or stolen Access Card(s) shall be immediately deactivated by the Association and the applicable and rightful owner of such Access Card(s) shall be permitted to purchase a replacement(s) Access Card(s) at the then-prevailing rate (quoted hereinabove).

The following chart illustrates the number of Access Cards to which the Owner or Resident **may** be entitled:

	1 Bedroom	2 Bedroom	3 Bedroom
Documented Cards (this is a maximum based on occupancy)	2	3	4
Additional Cards (1 "extra" card may be purchased for \$25.00 for each unit)	1	1	1
Maximum Number of Cards (this total may not be exceeded, no matter the occupancy within the unit)	3	4	5

All Residents are advised to keep their Access Cards with them at all times to avoid any confusion or misunderstanding.

B. FIRE SAFETY DEVICES

1. **Smoke Detectors.** The smoke detectors installed in the Condominiums are battery powered. Each Resident must inspect all smoke detector batteries no less than every three (3) months and replace the same if necessary. All Residents should review their Homeowners Manual for further instruction regarding the operation and maintenance of smoke detectors in the Condominiums.

2. **Fire Alarm System and Sprinklers.** No Resident or Occupant may tamper with the fire alarm system or any of the related facilities at the Community. Disconnecting any horn to the fire alarm system is against the law and could have a detrimental effect on the operation of the horns in the other Condominiums. Residents will be notified when the Association will conduct any tests of the fire alarm system.

3. **Temporary Disconnection.** If any proposed Improvements to a Condominium require that any fire alarm or sprinkler be disconnected, such Resident shall be required to comply with the procedures set forth in the Architectural Guidelines provided in this Handbook.

C. GARAGE AND PARKING GUIDELINES

1. **Resident Parking.** The parking spaces within each Building's parking garage ("**Garage(s)**"), as well as other parking spaces located elsewhere within the Community, are assigned to either specific Owners/Residents or to Guests (indicated by a "V," for "Visitor"). Residents are required to park in their own, designated parking spaces (discussed herein below) and may not park in other spaces designated for Residents or Guests. Guests are required to park only in those spots designated with a "V." Residents and Guests will be given a citation or towed if they park in any space which is not clearly designated and permitted for each respective party's use.

Parking permits shall be issued by the Association to Residents and, for any one (1) Condominium, shall be limited to the number of parking spaces which were deeded to such Condominium upon closing. All vehicles (including those of Guests) shall display current vehicle (state) registered tags and all Residents shall display Resident parking

permits at all times with the numbers and expiration date to be visible (facing outward) through the front windshield of the vehicle; otherwise, the same may be towed at the violator's expense twenty-four (24) hours after receiving a citation. In the event the rightful Owner/Resident of a Condominium reports an unauthorized vehicle within his/her own parking space, such vehicle shall be towed immediately at the vehicle Homeowners expense.

2. **Guest Parking.** Guest vehicles shall be subject to all applicable terms contained in this Section II.C. Guest vehicles shall be parked in parking spaces which are designated with a "V" and all Guest vehicles shall display Guest passes at all times on the dashboard. Front gate Security shall have the ability to issue Guest parking passes, which shall be valid ONLY until 3:00 pm of **the following day**. In the event a Guest parking pass is required for a longer time period, a Resident must make such request with a Security Lead Officer. The acceptance of the visitor parking pass issued is an automatic acceptance of the rules and guidelines set within the community with or without signature of the recipient. Owners shall be responsible for the conduct of their Guests.

A permanent guest list can be established through the management office or by contacting the Management office*.

* Signature Authorization is required for the placement of a guest to a "permanent" adamant list

3. **Vehicle Size.** All vehicles must fit completely within the parking space assigned and cannot be parked in a manner that restricts the ability to park in an adjacent parking space. If a vehicle does not fit in the parking space assigned, or exceeds the height of the Garages' ceilings, alternate parking outside the Community must be arranged.

4. **Number of Vehicles.** Depending on the configuration of the parking space assigned to a Condominium, parking spaces may be tandem parking (i.e. one vehicle parked behind the other), side-by-side, or a parking space for one vehicle. Only the maximum number of vehicles for which the configuration of a parking space will allow may be parked within such parking space(s), however, a motorcycle may park in a space with a vehicle if both vehicles completely fit within the parking space as defined by the By-Laws. Any vehicle(s) that exceeds the maximum number of vehicles the parking space was designed for may be towed in accordance to applicable laws or subject to fines as determined by the Board.

5. **Loss or Theft.** The Association does not guarantee the security of any vehicles or personal items in the Garages or anywhere within the Community. All vehicles should be locked at all times and all valuables removed from view. Neither the Association nor Association personnel are responsible for any damage, loss, or theft of a vehicle or any personal property left inside a parked vehicle.

6. **General Liability.** Parking within the Community is at the risk of the vehicle owner or person driving the vehicle. The Association, Board, applicable insurance company(ies) and Management (including the employees, representatives or agents of the same) shall be held harmless and shall not be liable for any damages and/or losses whatsoever in carrying out the rights and duties discussed herein.

7. **Damage.** Any Resident, Guest, Service Provider or other person causing damage to any portion of the Garages or other parking area shall be responsible for such damage. Furthermore, all Owners, Residents, Lessees and Guests shall be liable for damages caused as provided in the Section I, Introduction hereof.

8. **Speed and Signage.** When within the Community, all drivers must observe the posted speed limit signs (presently, set for five (5) mph) which may from time to time be changed or modified in the Board's sole and reasonable discretion, keep their headlights on when appropriate and obey all directional and traffic signage. There may be blind spots in certain areas of the Garages and extreme caution should be used.

9. **Noise.** No excessive noise from vehicles, alarms or revving of engines is permitted. The Board reserves the right, should a vehicle create an unreasonable noise nuisance for which the owner of said vehicle has failed to so resolve and address, to take immediate corrective action and seek reimbursement for the respective Guest or Lessee's violation hereof from their responsible Owner.

10. **Oil Leaks.** All vehicles must be maintained in a manner to prevent oil stains in the Garages. No oil catching or absorbing materials of any kind may be used underneath a vehicle. If a vehicle is leaking oil, it must be repaired immediately to stop the oil leak. Any oil leaks or stains caused by a vehicle will subject the owner of such vehicle or Owner of such parking spot, as applicable, to a cleaning fee and/or fines established by the Board.

11. **No Vehicle Maintenance.** Except for necessary emergency repairs (which may include battery "jumps" or flat tires), no vehicle maintenance is permitted within the Community. This includes, without limitation, washing, or like thereof, changing oil, light maintenance, routine repairs, etc.

12. **Prohibited Vehicles**: Recreational vehicles, commercial vehicles, buses, vans designed to accommodate ten (10) or more passengers, vehicles with more than two (2) axles, inoperable vehicles or parts of vehicles, aircraft, boats, jet skis, trailers, campers or unregistered vehicles, etc., or any vehicle or vehicular equipment deemed a nuisance by the Board may not remain anywhere in the Community. As used in this provision, "commercial vehicles" shall be defined as a truck of greater than 1 (one) ton capacity and any vehicle with a sign displayed on any part thereof advertising any kind of business, or which racks, materials and/or tools are visible, or with a body type normally employed as a business vehicle whether or not a sign is displayed on any part thereof. The type of motor vehicle license plate shall not be material to the foregoing definition. Except for commercial vehicles which are present on behalf of the Association, the then-current developer, or Management to perform construction or maintenance within the Community, no commercial vehicles of contractors, vendors, utility companies, or other person(s) providing services for Residents (collectively, "**Service Providers**") may park in the Garages. All Service Providers hired by Residents shall park in Guest parking spaces outside of the Garages and/or the Community. The Association has no obligation to provide parking for any Service Provider. The Board of Directors may grant "special" concessions on a case-by-case basis.
13. **No Bicycles, Etc.** No bicycling, skateboarding, roller-skating, rollerblading or horseplay within any parking space or in any other area of the Garages is permitted. **No Storage**. No items or other matter may be stored anywhere in the Garages.
14. **No Storage**. No items or other matter may be stored anywhere in the Garages, except for a motorcycle which may be stored in your assigned parking space provided that the motorcycle fits completely within the designated space and is not chained or attached in any manner to the Association property including posts, poles, and the concrete.
15. **Towing**. Any vehicle parked in violation of the rules contained within this Section II.C, including but not limited to, any vehicle parked in an unauthorized parking space, or on a Garage apron, or parked in any manner that obstructs free traffic flow, obstructs emergency access, constitutes a nuisance, creates a potential safety hazard and, as such, may be towed immediately away at the vehicle Homeowners expense in accordance with applicable laws.
16. **Vehicle Alarms**. Should a vehicle alarm continue to sound for an unreasonable amount of time, the General Manager or a staff member of the Association may hire a locksmith and take whatever action necessary to stop the noise at the vehicle Homeowners expense. Vehicle alarms that do not automatically shut-off after a reasonable amount of time are strictly prohibited at the Community.
17. **Disabled Parking Spaces**. Certain parking spaces within the Community will be designated for use by disabled persons ("**Disabled Parking Spaces**"). Such parking spaces are on a first-come, first-served basis. To qualify for a Disabled Parking Space, a Resident must provide evidence of his or her disabled status in the form of a valid disabled placard issued by the State of California Motor Vehicle Department (or its equivalent) to the Association, or other such documentation the Board may reasonably request related hereto. There is no guarantee that a Disabled Parking Space will be available to all Residents who qualify for disabled parking. The Association shall keep track of all assigned Disabled Parking Space in its records.
18. **Exchange or Lease**. Residents may NOT exchange parking spaces with, or lease a parking space to, another Resident or Guest at the Community.

D. ANIMALS/PETS

1. **Acceptable Pets** Acceptable pets which may be kept within the Community are limited to the following domesticated, household pets: dogs, cats, birds and fish. No exotic pets are permitted. NOTE: please refrain from feeding squirrels, feral cats or other animals of which you do not own.
2. **Appropriate Enclosures**. Birds shall be contained in birdcages. Fish shall be in aquariums holding no more than fifteen (15) gallons of water.
3. **Hazard or Nuisance**. In the event that any pet constitutes a nuisance or hazard to Residents or otherwise disturbs the quiet enjoyment of the Community, the Board shall have the right, in its reasonable discretion, to require the owner of such pet to remove said pet promptly from the Community. In the event that the owner of such pet fails to promptly remove the same, the Board shall have the right to have such pet removed at the pet Homeowners sole cost and expense. Any dog which is excluded from the Association's and/or the responsible Unit owner's liability insurance coverage (whether individually or by virtue of its breed or type) are not allowed within the Community. Dogs or other animals that are vicious or potentially dangerous, as defined below, are not allowed within the Community.

(a) "Vicious" means that when unprovoked: (i) it has bitten any person; (ii) in an aggressive manner, it inflicts severe injury on or kills a person, whether by biting or not; or (iii) it has previously been determined to be "potentially dangerous" (by the Board or government authority) and, after its owner or keeper has been notified of this, it continues to engage in dangerous or aggressive behavior. "Severe injury" means any physical injury to a person that results in muscle tears, disfiguring lacerations, or requires sutures or corrective or cosmetic surgery.

(b) "Potentially dangerous" means that when unprovoked: (i) on two separate occasions within any 36-month period, it engages in any behavior that requires a defensive action by any person to prevent injury, when outside the Unit of its owner or keeper; or (ii) on two separate occasions within any 36-month period, it has killed, seriously bitten, inflicted severe injury, or otherwise aggressively attacked any other domestic animal.

4. **Common Areas and Leash Use.** All dogs must be on a leash no longer than nine feet (9') long at all times when traveling through the Common Areas including, without limitation, when outside the property gates and fences along the grass area up to the sidewalk which is maintained by the Association. The leash must be substantial and of appropriate strength to fully restrain the pet. Only persons capable of controlling the pet must be in control of the leash at all times while in any Common Areas. All other permitted pets shall be enclosed in an appropriate carrier when traveling through the Common Areas. No person who possesses a dog or other animal shall permit, allow, or cause the animal to run, stray, be uncontrolled or in any manner be in, upon, or at large upon any part of the Common Area, unless it is restrained by a substantial leash and under the control of a responsible person capable of restraining the animal, so as not to cause any harm to persons or property. Loose or unattended pets may be turned over to Animal Control if found without an identification tag. No pets are allowed in the fitness rooms, Management office, tennis and racquetball courts, playgrounds, tot lots, pools and spa areas or any Community rooms at any time. Additionally, no pet may be bathed or groomed, at any time, within any Common Area, including, without limitation, on grass, cement, laundry rooms, and poolside or in other facilities.

5. **Waste Control and Disposal.** Pet owners shall promptly clean up any fecal matter (or urination, if appropriate) deposited by their pet within any portion of the Common Areas, including the lawn or parking lots. All pet waste must be placed in a tightly sealed, plastic bag before being disposed of; using paper bags to dispose of any pet waste is strictly prohibited. To avoid odors in the Common Areas, no pet waste may be disposed of in the Common Areas' trash receptacles. To this end, the Association has provided pet waste disposal stations to be used for such purpose. All Owners shall also be responsible to clean any fecal matter or urination (which shall include applying cleaning product to any carpets or furniture) within their Condominium in the same manner provided hereinabove to maintain a clean and healthy environment within the Community. IN NO EVENT SHALL PET WASTE BE DISPOSED OF THROUGH THE COMMUNITY'S DRAINAGE SYSTEM OR TOSSED OVER THE RAILING/WALL OF ANY OUTDOOR SPACE.

6. **Outdoor Spaces:** Outdoor Spaces (as defined in Section II.F below) shall not be used for depositing waste matter and litter boxes shall not be stored on the same. Pet owners shall not wash or bathe pets on balconies, patios or decks and pets shall not be left unattended on the same. In the event that any pet causes a nuisance even when attended to on Outdoor Spaces, the Resident shall be prohibited from permitting such pet to access the Outdoor Space.

7. **Unattended Pets.** Pets shall not be left unattended in the Common Areas or on patios, decks or balconies of a Condominium. Pets shall not be tied to trees or any exterior building structure, even temporarily.

8. **Outside Pets.** Guests and other invitees, such as Service Providers, may not bring any pets or animals into the Community without prior approval from the General Manager.

9. **Owner Responsibility.** Each pet owner shall be absolutely and solely liable to other Residents, Guests, Service Providers, Management or any other individual permanently or temporarily within the Community for any injury to persons or damage to property caused by such pet. Additionally, any damage to the Common Areas caused by a pet will be repaired/replaced at the responsible Homeowners expense, which said Owner shall be solely liable for any Guest- or Lessee-pet owner, including, without limitation, claw marks, urine stains, scratches and marks made on walls, etc.

10. **Human Assistance Animals.** Human-assistance animals, such as Seeing-Eye dogs, are exempt from any rule in this Handbook that interferes with their duties. Notice of any exemption to these rules which is claimed by a Resident must be sent in writing to the Board in a timely manner.

11. **Violations.** Pet owners who violate this or other rules contained herein shall be subject to a fine, the violation process of the Association or any other penalties available to the Association.

E. SOLICITATIONS

Solicitations of any nature from Residents or non-Residents are prohibited within all parts of the Community.

All Residents, Guests and other individuals are prohibited from distributing any solicitations, advertisements or any printed materials whatsoever anywhere within the Community, including, but not limited to, on Condominium doors and Resident cars.

F. OUTDOOR SPACES

Outdoor Spaces. "Outdoor Spaces" include the balconies, patios and decks of the Condominiums.

(a) Furniture on patios and/balconies must be outdoor furniture and designed as such by the manufacturer. Residents shall maintain all plants in a well-trimmed and in a healthy aesthetically pleasing form. Plants must be stored in containers designed for plant storage (plastic buckets are prohibited). Potted plants and bird feeders shall be hung with a hole smaller than a quarter. Any and all other items, decorations, plants and/or improvements are assumed to be prohibited on any Outdoor Spaces without the prior, written approval of the Architectural Committee. Furnishings shall be equipped with protective leg caps or similar devices to prevent damage to the surface of an Outdoor Space. The board may enforce the removal of any items in violation, hazard or deemed as an eyesore.

(b) The care and maintenance of all portions of any Outdoor Spaces are the sole responsibility of each Resident and/or Owner. Care must be taken to prevent any cleaning fluids, water and detergents from running or dripping over the edges of any Outdoor Spaces onto the real or personal property of other individuals within the Community. Potted plants shall have appropriate catch basins underneath them, and over watering is prohibited to avoid any potential dangerous conditions to the common areas, otherwise immediate removal will be required. Each Resident (and/or Owner) shall be responsible to pay for any damages caused by the improper maintenance, care or use of his/her Outdoor Spaces. Outdoor Spaces shall be maintained in clean, neat and sanitary condition at all times, and nothing shall be placed on the balconies so as to render them unsightly or offensive, in the Board's sole and reasonable discretion.

- (c) The following items/activities are strictly prohibited within any Outdoor Space
- Jacuzzis, hot tubs, or spas;
 - Any type of awning, mesh, lattice, blinds or canopies placed in outdoor spaces, and or exclusive common area, require prior written approval from the HOA. Please see the HOA office for necessary forms and requirements. (This excludes, the specific umbrella style(s) and colors permitted by the prior written approval of the Association)
 - Climbing, standing or hanging from railings;
 - Sweeping, dropping or throwing any items off of an Outdoor Space;
 - Outdoor fireplaces, tiki torches, charcoal or open flame barbeques, smokers or other similar type of apparatus (Gas and propane barbeques are okay);
 - Litter boxes or trash receptacles of any type;
 - Clotheslines for drying/hanging rugs, towels, mops, clothes, etc. or drying of any type of clothing and/or other items;
 - Nailing, bolting, drilling or attaching (in any manner) any item or piece of furniture to the floor or walls, including, without limitation, mirrors and picture frames;
 - Storing objects, trash, equipment or any other items whatsoever;
 - Hanging screens, linens, blankets, rugs, flags (unless in a free-standing base), plants, banners, wind chimes or other similar objects from anywhere on the balcony;
 - Modifying, altering, or replacing the surface of the flooring or walls; and
 - Any item exceeding the per square foot weight limit provided by the Management.

(d) Nothing, including decorative items and/or plants may be placed outside the front door. One doormat is allowed at the front door of each unit.

G. RESIDENTIAL TRASH DISPOSAL

Residents shall dispose of all refuse in an appropriate manner. Cooking scraps and wet garbage (except bones, pasta, rice, fibrous vegetables, oil, and grease) should be disposed of by using the disposal in the kitchen sink. All other disposable garbage is to be securely wrapped into a compact bundle, sealed and placed in a dumpster. The appropriate dumpster for waste disposal will generally be located in the Garage of such Resident's Building. Do not dispose of volatile, flammable or hazardous materials in dumpsters. Take care to make sure trash bags do not leak while being carried to the dumpster. Residents are responsible for damage or costs resulting from any spills or leaks.

Boxes and oversized items may not be left outside dumpsters. All items, such as pizza boxes or other large containers must be placed directly inside a dumpster. Residents shall first break down all boxes before placing such trash in the dumpster. Residents should contact the General Manager to discuss the removal of any large or oversized items, but the Resident remains responsible to ensure that such items are disposed of by some other means. In the event that any Resident(s) disposes of trash in an improper manner and the Association remedies the same, such Resident(s) shall be assessed the actual cost for any charges borne by the Association related to same.

The Association will provide disposal service for the Residents on a schedule established by the Board. All trash to be picked up must be placed inside the trash container provided. No item left outside its trash container by a Resident will be collected. At no time can Trash be left outside of the unit or common area for any amount of time.

BATTERIES OF ANY TYPE MAY NOT BE DISPOSED OF IN THE TRASH BINS, CONTAINERS OR IN ANY DUMPSTER, BUT MUST BE DISPOSED OF PROPERLY IN ACCORDANCE WITH APPLICABLE LAW.

H. RESIDENTIAL MAIL AND DELIVERIES

Mailboxes for all Condominiums are situated in the lobby of each Building. Each Resident is responsible for making arrangements for oversized packages or other mail to be dropped off at such Resident's Condominium. In the event that any package(s) or other mail is dropped off at the offices of the Association or Management, or with their agents or representatives, the Association, Management and Board assume no responsibility for such package or mail.

I. RESIDENTIAL HOLIDAY DECORATIONS

1. **Timeframe.** The acceptable timeframe for winter holiday decorations ("**Winter Decorations**") is from Thanksgiving through January 6th. All other decorations must be displayed no more than seven (7) days prior to the day of the holiday, and must be removed within seven (7) days after the holiday as established by the Federally recognized holiday calendar. Non-Federally recognized holidays shall be excluded from this provision. The above Rules apply equally to decorations inside the Condominium which can be seen from outside.

2. **Location.** Holiday decorations may only be displayed from inside the Condominium. No Resident may place holiday decorations in the Common Areas, including Outdoor Spaces or on the front door of any Condominium, except as specifically discussed herein below. Residents may not puncture or damage the Common Areas in connection with display of decorations.

3. **Front Doors.** A single, non-lit, noiseless decoration or wreath can be placed on the exterior of the entry door to a Condominium. The same must hang with a suction-style (or comparable) hanging device that does not penetrate, damage, or leave residue on the door.

4. **Outdoor Spaces.** Decorations outside of the Condominium will be limited to: (i) lights and decorations located in Outdoor Spaces; (ii) only during the timeframe provided for Winter Decorations; (iii) and subject to these restrictions:

- (a) Lights and decorations must be substantially secured, but not permanently attached;
- (b) Any lights placed on the balcony must be wrapped around the balcony railings;
- (c) Blinking or flashing lights are not permitted;
- (d) No portion of the Outdoor Spaces may be penetrated by hooks, screws or nails;
- (e) Decorations cannot be hung on your balcony railings but can be wrapped around the railings to prevent them from falling.

(f) All free-standing displays must be substantially secured in a manner to prevent the possibility of them falling from the balcony.

5. **Trees.** Only fire retardant coated ornamental trees are permitted and or live trees that have been treated with a fire retardant coating and tagged as such by the local Fire Department. Ornamental trees being brought in or removed shall have covering to prevent debris falling in the Common Areas. Owners are responsible for any damage done to or clean up of the Common Areas.

6. **Disposal.** Holiday decorations, including Christmas or other ornamental trees, may not be disposed of in the dumpsters at the Community. Please contact Management, as disposal will be at their direction. Should the Association incur any extra costs in connection with the disposal of any holiday trees, the Association reserves the right to seek reimbursement from the respective Owner of same.

7. **Courtesy.** Lights and decorations inside your home must not create a nuisance to other Residents. The Management and Board retain the right to seek the removal of any decorations they deem, in their sole and reasonable discretion, are inappropriate or create a nuisance. This includes decorations inside Condominiums, for which they shall not be liable for any damages.

J. RENTAL OF RESIDENTIAL CONDOMINIUMS

1. **Rental.** An Owner shall be entitled to lease his/her Condominium, in its entirety, in accordance with the Condominium Documents.

2. **General Liability and Maintenance Responsibilities.** As discussed throughout this Handbook, an Owner always remains jointly and severally liable for damages to persons or property which are caused by the acts or omissions of any individual(s) residing in his/her Condominium, including, but not limited to, Lessee(s) and such Lessee(s) Guest(s). Both the Lessee and Owner are responsible for the maintenance obligations set forth in the Homeowners' Guide and the Condominium Documents. In the event of any noncompliance therewith by the Lessee(s), the Association may require that the Owner remedy such noncompliance immediately.

3. **Notification.** The names and contact numbers for each Lessee must be submitted in writing to the Association within seven (7) calendar days of the execution of any lease agreement, together with a copy of the executed lease agreement and an executed "Lease Acknowledgement Form" (available in the General Manager's office) certifying that the lease agreement complies with the requirements of this section and the Declaration. Furthermore, the Owner shall maintain his/her current phone number and forwarding address with the Association at all times.

4. **Lease Agreement.** All lease agreements must: (i) be in writing; (ii) provide that the lease is subject to this Handbook and all Condominium Documents; (iii) state that the Lessee(s) were provided with a copy of this Handbook and all Condominium Documents; and (iv) provide that any failure to comply with any provision of this Handbook or the Condominium Documents will be a default under the lease agreement, which the Association's representatives or the Owner shall have the right to remedy.

5. **Amenities.** The privilege to use the Common Areas and amenities within the Community transfers to the Lessee(s) upon the commencement date of the lease and the Owner thenceforth relinquishes his/her rights to use the Common Areas for the duration of such lease, except to the extent necessary to enforce its rights there under. If Homeowners privileges are suspended due to non-payment of assessments, the suspension transfers to the tenant.

6. **Voting Rights.** Owners alone have voting rights in the Association. Notwithstanding anything to the contrary contained in this Handbook or in the lease between the parties, Lessee(s) shall have no voting rights nor shall they have any right to attend meetings held by the Association, unless otherwise agreed to, in writing, by the Board before any such meeting.

K. LARGE EVENTS OR GATHERINGS IN RESIDENTIAL CONDOMINIUMS

1. **Notice.** Residents shall contact the General Manager by email or a written notice when hosting an event or gathering for between eight (8) and twenty (20) Guests at least twenty four (24) hours prior to said gathering. For events or gatherings of twenty (20) or more, the hosting Resident shall provide the General Manager with an email or written notice and fill out any forms reasonably required by the General Manager at least forty eight (48) hours in advance of such event or gathering.

2. **Access.** The hosting Resident must provide a Guest list (alphabetized by last name) so that Security can control access to the Community. Security will not provide entry to any Guest whose name is not on the list provided.
3. **Permission and Personnel.** The General Manager shall have the right to deny an event, which determination shall be in the General Manager's reasonable discretion. Furthermore, if the General Manager determines that additional personnel are required for the event, the hosting Resident shall be required to pay for such additional personnel at a reasonable hourly rate established by the Board.
4. **Additional Guidelines.** All large events (eight or more guests) and gatherings shall also be subject to the following:
 - (a) The event or gathering must be confined to the hosting Resident's Condominium.
 - (b) Guests must adhere to the "Garage and Parking Guidelines" provided in Section II.C.2 above.
 - (c) Any damage to the Common Areas or any other portion of the Community arising out of the event or gathering will be the responsibility of the hosting Resident (or Owner, as discussed herein). The Association shall have the right to require a deposit for any large gathering or event subject to these restrictions.
 - (d) All requests for abatement of noise or conduct from the General Manager, Association personnel or other Residents must be observed. The General Manager, Security or other Association personnel shall have the right to end the event early if the attendees fail to comply with any of the Rules contained herein.

L. RESALE/RENTAL AND REAL ESTATE PROFESSIONALS

All Owners are responsible for ensuring that any real estate professional(s) (collectively referred to as "Agent(s)") assisting with the sale or lease of a Condominium is fully aware of, and complies with, the terms of this Handbook and other Condominium Documents. The following phrase must be included in any listing agreement between the Owner and any agent: "This agency relationship may be terminated immediately if the undersigned real estate professional(s) violates the rules and regulations of the Warner Center Condominiums or any other provisions of the Condominium Documents (as the same are defined in the rules and regulations handbook for Warner Center Condominiums)."

Any Owner selling/leasing its Condominium shall provide the following to the General Manager before any Agent(s) enter the Community in connection with the sale/lease of the Condominium:

- (a) A "Listing Broker / Agent Entry Authorization Form," which can be obtained from the Management;
- (b) Name, company, work and cell numbers and an email address of the Agent(s);
- (c) A written statement authorizing the Agent(s), escrow officer(s) and any other persons assisting the Owner, to receive responses to disclosure requests, along with a listing expiration date.
- (d) Written notification to the General Manager of any changes in the Homeowners listing agreement with the Agent(s) that affects access to the Condominium or the Community.
- (e) All Agent(s) shall check in with Security. A temporary Access Card may be provided by the Association in exchange for production of the Agent's driver's license and business card.
- (f) Lock boxes shall only be installed in designated areas set forth by the Association and lock boxes outside of such designated areas may be removed and disposed of, without liability to Management. The Management and other Association staff are prohibited from showing any Condominium available for resale to inquiring or prospective purchasers.
- (g) Owners and Agents shall not give keys or Access Cards to future owners or prospective purchasers until the close of escrow.
- (h) Agents and potential buyers shall park in the resident parking spaces or designated guest parking spaces only.
- (i) For sale/for rent signs, open house signs, flags, banners, may be displayed within a Condominium but said sign(s) can be no larger than 9 square feet each. Items may not be displayed, hung or adhered to any balcony or common area space.
- (j) Prospective buyers must be escorted by the Owner or such Homeowners Agent(s) at all times while in the Community.

(k) Upon the opening of escrow, the selling-Owner shall provide the Management with all of the buying-Homeowners contact information and the recorded deed must be provided to Management as soon as possible.

(l) Additional Rules apply to the lease of a Condominium and are provided in Section III.I above.

M. WATER DAMAGE

If a Condominium is left unattended for an extended period of time, all Residents are responsible for taking the necessary precautions to avoid water damage that could be caused by leaks in their absence. The Resident (and/or Owner, as discussed throughout this Handbook) shall be liable for any and all damages due to a failure to comply. The Board reserves the right to enter any such Condominium, with notice (or in the event of an emergency without notice) to the responsible Owner and take all necessary and appropriate action to abate such water intrusion and resultant damage and seek reimbursement of same from said Owner.

All Residents and/or Occupants must comply with the Association's water intrusion and mold policies within this handbook, if any. Please refer to "Exhibit A" for Water Intrusion and Mold Policy.

N. MOVE IN/MOVE OUT PROCEDURES

1. All Residents moving into or out of the property shall, no less than twenty-four (24) hours prior to the move in/move out, be required to provide the following to Management:

(a) A fee in the amount of \$250.00, only a check or money order made out to Warner Center Condominiums Homeowners Association will be accepted. Two separate checks or money orders are due at time of move-in or move-out will be collected at the onsite Homeowner Association Office. \$200.00 of the fee shall be refundable after the move-in or move-out is complete, so long as no damage is done to any portion of the Community. The HOA shall furnish the Resident with an itemized statement indicating the basis for, and the amount of, the disposition of the fee and shall return the remainder, if any, to the Resident. The remaining \$50.00 shall not be refundable, but collected on behalf of the Association for cleaning, wear and tear and administrative costs.

(b) Residents shall only use licensed and bonded moving companies and said vendor and/or Resident shall be liable for any damages or injuries related to said move.

(c) A copy of a current insurance policy must be provided by the moving company/vendor which must include workers compensation confirming coverage for any employees entering the community.

(d) Delivery personnel shall check-in with front gate Security for instructions.

2. Move in/move out and delivery of large items, such as beds, televisions, furniture, etc, shall be limited to Monday through Saturday, no earlier than 8:00 a.m. and must be completed no later than 10:00 p.m. The Association or its designees has the right to stop the move in/move out process for the safety and well being of the Community as a whole.

3. Residents in Buildings 1, 2, 3, 4, 5, 9 and 15 must use the service elevators (located in the back of the Buildings) for moving purposes at all times.

4. Moving pads for elevators must be used. If a Resident's delivery service/movers do not have moving pads, Management should be contacted and they will try to provide such moving elevator pads.

5. All Common Area floors, lobbies, etc. must remain clean and unobstructed at all times for other Resident's usage. Protective coverings should be used in and on Common Area floors, lobbies, etc. Such coverings shall be placed in a safe condition and shall be removed (and the area cleaned) by 10:00 p.m. each day. If these areas are found to be left unclean or damaged after the above timeframes, the Owner shall be assessed for the cost to clean and/or repair such unclean or damaged areas.

6. Moving trucks must park in designated Guest parking spaces only in accordance with each Building's specification as determined by the General Manager. No double parking or obstructing driveways or walkways is allowed. Parking in fire lanes (red zone) is strictly prohibited at all times. Violators will be cited and towed at the vehicle Homeowners expense.

7. Residents (and, thereby, the Owner of the Condominium) shall be liable for any and all damage to person(s) or property within the Community during move in/move out. The Association shall not be liable for any damages, no matter what its level of involvement.

O. SERVICE PROVIDER RULES

Service Provider Responsibility. All Service Providers are subject to restrictions and provisions of this Handbook and all other Condominium Documents, including the Rules provided here in below. To ensure all Service Providers are aware of the Rules of the Community, an Owner should provide its Service Provider(s) with a copy of this Section and all other pertinent Rules prior to such Service Provider commencing any work at the Community.

Owner Responsibility. Each Resident (and ultimately, as discussed throughout this Handbook, each Owner) is responsible for its Service Providers' violations of this Handbook, Condominium Documents, Architectural Guidelines, or any local, state or federal laws, codes and ordinances, including any and all damages caused by such violations.

(a) Any Resident expecting Service Providers, including, but not limited to, service and trades people and contractors or subcontractors, to work in their Condominium should notify Management in advance. **RESIDENTS MUST RECEIVE THE PRIOR, WRITTEN APPROVAL OF THE ASSOCIATION FOR ANY PROPOSED ARCHITECTURAL IMPROVEMENT WORK TO BE PERFORMED WITHIN SUCH RESIDENT'S CONDOMINIUM.** No Resident shall be permitted to perform work on any portion of the Common Areas, nor shall any work performed within such Resident's Condominium be allowed to affect the Common Areas.

If a Resident fails to comply with, or fails to ensure that his/her Service Providers comply with, any conditions or requirements of the Association, including obtaining prior, written approval for all work, then the Association shall be authorized to take whatever action is reasonably necessary to complete or restore the Condominium or affected Common Areas, in its sole and reasonable discretion. In such event, all costs incurred by the Association, plus a monetary fine, may be assessed against the Resident (and/or the Owner). Such costs may include, but shall not be limited to:

- (a) Reconstruction and/or repair of the Condominium and any and all related costs;
- (b) Reconstruction and/or repair of the Common Areas and any and all related costs;
- (c) Reasonable attorneys' fees, court costs or other associated costs, fees and expenses.
- (d) Any and all work performed shall be completed timely and in a good and workman like condition.

(b) All Service Providers must register with Management and shall sign off with Security upon arrival each morning and exit each night. Upon arrival a vendor pass must be obtained prior to parking inside the community. This pass should be placed on the dash inside the vehicle in a visible location, and available to show to the onsite patrol or authorities if required

(c) Material deliveries must be scheduled through Management. Buildings do not have unloading zones. Further, Service Providers shall use service elevators, where available.

(d) In the event that any damages to the Common Areas are caused by Service Providers, the Association will make any repairs and the Owner shall be liable to reimburse the Association for such costs. The Owner shall be responsible to seek any recourse against the Service Providers.

(e) Service Providers must use moving pads at all times, in order to avoid any damage to the Community. Additionally, Service Providers shall cover all Common Areas floors with protective coverings prior to the start of each work day and shall remove the same and clean the floor before the close of each day. Failure to follow these Rules may subject the Owner to the violation process and any cost of cleaning.

(f) Construction debris is not permitted to be disposed of in the Association's residential dumpsters, Common Areas, hallways or stairwells. Service Providers must carry all trash and debris off-site on a daily basis. All violations of this rule will result in the violation process and the Owner will be billed for any clean up and damages.

(g) Working hours are limited to Monday through Saturday, 8:00 a.m. to 7:00 p.m., excluding holidays, unless otherwise agreed to, in writing, by the Association's Board and/or General Manager. A \$100.00 fine will be imposed against the Condominium Owner for each day on which work begins prior to 8:00 a.m. and/or continues past 7:00 p.m. and/or is performed on unapproved days. NOTE: Work shall not commence or continue on Sundays.

(h) Service Providers, other than tradesmen, may use the Homeowners assigned parking space or must park their vehicles on the surrounding streets. No double parking or obstructing driveways or walkways is allowed.

(i) Prior to the commencement of any work in the Community, any and all Service Providers must provide proof of property, liability and Workers' Compensation insurance to Management. Such proof shall be in the form of a certificate of insurance naming the Association as an additional insured.

(j) All applicable permits are to be posted on site in compliance with the California Civil Code and any other governmental laws, codes or ordinances.

(k) Service Providers shall not bring any animal or any child under the age of eighteen (18) on site and shall not create noise or other nuisance, beyond what is reasonably necessary for the completion of the job. Service Providers are restricted to the Condominium in which they are working and shall not eat or otherwise stroll the Common Areas. Any violation of this provision will be grounds to deny such Service Providers entrance to the Community or to have them removed forthwith by Security.

(l) All Service Providers must be appropriately licensed by the State of California or other required governmental authorities.

(m) The Association has the right to stop any work that is in violation of this Handbook, the Condominium Documents, creates a fire or safety hazard or interferes with activities in Common Areas.

(n) Service Providers must use their own equipment. No equipment or tools which are the property of the Association are to be used at any time without the sole permission of the Association, which said permission can be withheld in the Association's sole discretion.

(o) All gates and doors are to remain closed and locked when not in immediate use.

(p) The front door of the Condominium must be kept closed during construction in order to contain dust, dirt, noise, paint fumes, etc. Owner is responsible to cover and protect any affected smoke detectors and shall be liable for any damage thereto due to the construction.

(q) Service Providers must wear shoes, shirts and pants/shorts at all times within the Community.

(r) At no time shall any elevator be disabled or reserved for the exclusive use of a single Resident.

(s) Service Providers may not use electricity from the Common Areas for separate interest purposes.

(t) No portion of the Common Areas shall be used for any construction or other work whatsoever.

(u) The Resident performing work shall, as a courtesy, inform all other Residents who may be affected by such work of the nature of the work and the extent and duration to which they may reasonably expect to be affected.

(v) Except in emergency situations, impact devices, such as jackhammers, chipping guns, drills, power-operated hammers and similar devices, will not be permitted unless there is no other method available for completion of the work. If such devices are to be used, then a written request stating the date, time, purpose and duration of such use shall be submitted to Management no less than seven (7) days in advance and Management's written approval must be obtained prior to such work commencing. In any event, impact devices shall only be used between the hours of 8:00 am to 7:00 pm Monday through Saturday.

(w) Once all work has been completed, the Owner shall provide access to the Unit for the Board's inspection of same to ascertain if all common systems and elements have been protected and remain in proper working condition. Inspection and approval by the Association does not warrant or guarantee the structural component or design integrity of the Resident's modifications. The Association neither accepts any responsibility nor agrees to assume any liability in conjunction with any inspection.

(x) The Owner(s) and Resident(s) of each Condominium, and such Homeowners and Resident's heirs, successors and assigns, hereby indemnify, defend and hold harmless the Association, Management, the Board and the General Manager from any and all defects in product, workmanship or design or any damages arising from or out of the alterations or modifications performed by the Owner(s) or Resident(s) or the Service providers of same.

P. COMMUNICATION WITH THE ASSOCIATION

All Residents, Guests and any and all other individuals shall communicate calmly and respectfully with all members of the Association, including the Board, Management, Security, the General Manager and any agents, representatives or vendors acting on behalf of the Association. The proper responsibility for direction and discipline of such staff and vendors resides solely with the Board. Complaints are to be addressed to the Management, alone, and NOT directed to any Board member. Any behavior or communication which is considered disrespectful shall not be tolerated and will be met with swift disciplinary action and a fine as determined by the Board. Also refer to "Exhibit F", Code of Conduct.

Q. ENFORCEMENT OF CONDOMINIUM DOCUMENTS

All Owners, Residents, Guests, Service Providers and other individuals within the Community must abide by the Rules provided in this Handbook and the Condominium Documents and the Association has the responsibility and right to enforce compliance with the same.

All Residents and Guests must report violations to the Management or General Manager. Unless in an emergency situation, all such reports shall be in writing and describe the violation with detail. The Board shall, in their sole and reasonable discretion, determine the appropriate action to take in each instance (except that in an emergency situation, the Management, General Manager and/or Security may take any reasonably necessary action). Depending upon the severity and frequency of the violation(s) and the violator, the choice of enforcement procedure(s) and/or the enforcement remedy utilized may vary.

The Board will commence the enforcement process set forth below, only after they have received the aforementioned written report. In any event, nothing contained herein shall be deemed to obligate the Board to take any action whatsoever. As discussed throughout this Handbook, Owners are always responsible for the conduct of any individuals residing in their Condominium, as well as any Guests, Service Providers or other invitees.

Actions That May Be Taken By The Association. The Association may implement one or any combination of the following actions to address violations of and enforce the Condominium Documents:

1. **Notice and Hearing.** At the time a violation is reported, action may be taken as follows:

(a) The Association shall send a letter to the Owner/Resident describing the alleged violation of the Rules and/or other Condominium Documents and the date by which the same must be cured or evidence of a non-violation provided to the Board. (For purposes of this Section II.R, "Owner/Resident" shall refer to either or both the Owner and Resident, as the Board deems appropriate for communication purposes. Further, and as always, the Owner always remains liable for the action or inaction of his/her family, friends or other invitees to the Community; thus when the accused violator is someone other than the Owner, all references shall be deemed to include the Owner of the applicable Condominium.)

(b) In the event that the violation still exists upon expiration of the cure date, a second letter will be sent stating that the Board is considering further action against the Owner/Resident and that such Owner/Resident is invited and may attend a hearing with the Board with respect to such matter.

(i) The Board shall have the right, in its discretion, to call both the Owner and the party accused of the violation (if not the Owner) and both parties will thus have a right to attend such hearing. Furthermore, the Board, in its discretion, may choose to call only the Owner to such a hearing, even if such hearing is for a violation committed by a party for whom such Owner is ultimately responsible. Furthermore, the Board shall determine which party or parties it wishes to hear from at the hearing. (ii) The hearing shall be carried out as follows: The Owner/Resident shall be introduced to the Board and the Board will state the case against the Owner/Resident. The Owner will be given a reasonable amount of time to present evidence in his/her defense and make inquiries with the Board. The Board may, in its discretion, ask questions or permit others at the hearing to speak. The Owner shall have a very limited amount of time to make a final statement. The Board will dismiss the Owner/Resident and deliberate in closed session. In the event that the Owner does not attend the hearing, the Board shall look at all the evidence in its possession and make a fair and balanced decision based on the same. If an Owner is unable to attend a hearing, the Board will consider a one-time request for an alternative hearing date.

(c) Within fifteen (15) days following the hearing, the Owner/Resident will be notified in writing of the Board's decision as a result of the hearing. If based on the hearing the Owner/Resident is found to be in violation of

the Association's Condominium Documents, then the Board will either: a) seek a remedy by use of alternative dispute resolutions such as mediation or arbitration; b) levy and add monetary fines to the Owner/Resident's assessment billing; c) choose to correct (or cause to be corrected) the violation and assess the Owner/Resident for reimbursement of costs and expenses; or (d) take any other action deemed appropriate by the Board (as further delineated below). The Board reserves the right to schedule a hearing with the intent to impose a fine for any violation deemed necessary.

(d) Nothing contained herein shall be interpreted to limit or eliminate case-by-case discretion on the part of the Board with respect to the imposition of disciplinary action, so long as such action (or inaction) is reasonable, taken in good faith and is not discriminatory, arbitrary or capricious when applied to the circumstances.

2. **Reimbursement Assessments.** The Association may impose an assessment to reimburse the Association for costs of repairing damage to the Common Areas, or to reimburse the Association for costs incurred in bringing the Homeowners Condominium into compliance with the Condominium Documents, including, but not limited to, legal fees.

3. **Suspension of Member Privileges.** The Association may suspend Homeowners voting rights or an Owner/Resident's right to use the Common Areas' facilities. The suspension of Common Area facilities may include the temporary suspension of Access Card access, but in no event shall any such termination include the preclusion of a Resident's right of ingress and egress. Upon suspension of Access Card privileges, the Resident(s) shall be required to enter and exit the Community through the main gate on Canoga and show appropriate identification.

4. **Internal Dispute Resolution.** If the violation continues, the Association may invite the Owner/Resident to participate in internal dispute resolution pursuant to Civil Code Section 1363.810. An Owner/Resident has a right to refuse participation in said proceeding. The Association must accept participation in such a proceeding.

5. **Alternative Dispute Resolution.** If the violation continues, the Association may request that a dispute be resolved through alternative dispute resolution procedures pursuant to Civil Code Section 1369.510. An Owner/Resident has a right to refuse participation in said proceeding. The Association must accept participation in such a proceeding. Any costs incurred for the mediator or arbitrator are to be paid equally by the parties.

6. **Legal Action.** The Association may proceed with legal action to compel compliance with the Condominium Documents or any law. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

7. **Immediate Cure.** Notwithstanding the foregoing, under circumstances involving conduct that constitutes (a) an immediate and unreasonable infringement of, or threat to, the safety, security or quiet enjoyment of any Owners, Residents and/or Association personnel; (b) a traffic or fire hazard; or (c) a threat of material damage to or destruction of any portion of the Community, the Board, or its authorized representative, may undertake any appropriate corrective or legal action without following the steps delineated hereinabove. Accordingly, the General Manager and other Association personnel have the right to enter any Condominium to address such circumstances and such person(s) entering will not be liable to the Owner of the Condominium for any acts of trespass or any unavoidable damages. Additionally, depending on the severity and urgency of the circumstances, the Association may immediately take any appropriate legal action, such as obtaining a temporary restraining order or any other applicable legal remedy.

8. **Other Remedies.** The Association may take any and all other lawful actions or a combination of the same, as permitted under the Condominium Documents.

9. **Fines.** The current fine schedule for violations is delineated below, but the same may be modified by the Board from time to time. The Board may enforce the collection of any fines or other charges through assessments or any legal action that is available to the Board and is deemed appropriate. Payment of an assessment or fine, or completion of a suspension period does not eliminate the Owner/Resident's obligation to correct the violation; furthermore, the payment of any fines are separate and distinct from any payments which are to be made by the Owner/Resident for its violation and/or damages caused thereby.

The current fine schedule is as follows:

(a) First Fine: The Board shall send a warning letter and may, in its sole discretion, schedule a hearing with the Owner/Resident. Should any fine be imposed after said hearing, said fine shall be at the Board's discretion at a minimum of \$150.00.

(b) Second Fine: In the event that any violation is not cured in a timely manner then another letter shall be issued to the violating Owner/Resident along with a fine of \$300.00.

(c) Additional Fines: Double from previous fine amount and continue so forth.

\$600 for the 3rd offense. \$1200 for the 4th offense... consecutively.

(d) Should a violation occur which imposes financial obligations, costs, or debts on the Association, the Owner/Resident responsible for said violation shall reimburse, by way of special assessment, the Association for this financial obligation. Examples: the repair and replacement cost for any damage to walls, carpet, and/or any other Common Areas will be charged to the applicable Owner/Resident. The Owner/Resident shall also be responsible to reimburse the Association for any attorneys' fees and expenses where the same was necessary to gain the Owner/Resident's compliance. The Board's decision regarding any previous violations shall not set precedence for future violations that may occur by any Owner/Resident.

COMMON AREA RULES

III. COMMON AREA RULES

INTRODUCTION

These Common Area Rules set forth the Rules for all Residents, Guests, Service Providers and other individuals within the Community and are meant to complement the Residential Rules.

Each Owner of a Condominium is always ultimately responsible for any act or omission of its Resident(s) and Lessee(s) and all Residents of the Community shall remain responsible for any act or omission of its Guest(s) or other invitees. Therefore, it is important that all Residents review, understand and comply with these Common Area Rules. For clarification of any of the Rules set forth herein, please contact the General Manager.

A. ASSOCIATION'S COMMON AREAS RESPONSIBILITIES

1. **Obligations of the Association.** The Association is responsible for maintenance of the Common Areas in accordance with the Condominium Documents.
2. **Liability of the Association.** The Association, Security, Management, the Board and any and all related entities or other entities that may be involved in the management or maintenance of the Community at any given time, shall not be liable for the security or safety of any individuals within the Community, including, but not limited to, the Common Areas, Garages, Condominiums, Pools, Spa, Fitness Center or sales center. Any and all persons within the Community, including, but not limited to, those using the Common Areas, Pools, Spa and Fitness Center do so at their own risk.

B. RESIDENTIAL ACTIVITIES WITHIN THE COMMON AREAS

Because the recreational amenities and all other portions of the Common Areas of the Community are to be enjoyed by all Residents², the following general rules of good conduct must be observed at all times³.

1. **Noise and Behavior.** Residents and Guests shall use common sense and decency (accounting for the time of day) with respect to voice, device and any other noise levels, both within the Common Areas and within the Condominiums so as not to disturb the quiet enjoyment of others within the Community. This shall include, but is not limited to, televisions, stereos, cell phones and/or other sound emitting devices. Furthermore, running, horseplay, loud noises or activities, aggressive and/or drunken or lewd behavior are prohibited. Any person found to be in violation of this rule may be asked to leave the Common Areas immediately or called before the Board of Directors for a hearing.
2. **Exclusive Use and Identification.** The Common Areas are for the exclusive use of Residents and their Guests, subject to the Condominium Documents. Security or Management shall have the right to request proper identification and/or Guest passes from individuals within the Community. In the event that the same cannot be produced, Security or Management may escort such individual(s) to the location of such identification or out of the Community, without any liability to Security or Management. A Resident shall be present within the Common Areas at all times during which their Guests are using same (e.g. a Resident may not permit a Guest to use the pool area without the Resident also being present at the pool).

² An Owner who has rented or leased his/her Condominium shall not be entitled to use any of the recreational/Common Areas facilities during any period where said Condominium is being leased to another party. Such Owner shall be permitted to access other portions of the Common Areas to the extent necessary to enforce said Homeowners rights under the lease agreement or to comply with said Homeowners obligations provided herein.

³ All of these Rules apply to Residents, Guests, Service Providers and any other invitees, whether or not specified. Furthermore, all of these Rules are applicable to any and all person(s) who make use of, or are in, the Common Areas, whether or not such person(s) are permitted to do so.

3. **Damages and Liability.** All Residents, Guests and other invitees should take special care not to damage any portion of the Community or Common Areas. In the event that any Resident, Guest, Service Provider or other invitee damages any portion of the Common Areas, such Resident, Guest, Service Provider or invitee (and, in any case, the Owner) shall be responsible for reimbursing the Association for any and all costs to repair the damage. Additionally, such Owner may also be subject to certain assessments and other rights of the Association as provided in the Declaration. For purposes of this Section III.B.3, "damages" shall include, but in no way be limited to, the removal, destruction or modification of any Association-provided furniture, equipment or other accessories and/or any modification to the landscaping of the Common Areas. Ultimately, the hosting Owner (and/or any Residents) shall be jointly and severally liable for any damages which their Guests or other invitees cause to the Common Areas or to the property of other Residents, Guests or Service Providers.
4. **Appropriate Use.** The Common Areas are not to be used for residential or lodging purposes, including napping or sleeping. Furthermore, dusting, brushing or cleaning personal property within the Common Areas is strictly prohibited.
5. **Appropriate Attire.** Each Resident and Guest must consider the appropriateness of his/her clothing while in the Common Areas. Attire appropriate for each portion of the Common Areas must be worn at all times. Specifically, without limitation, shoes or sandals and shirts must be worn when walking through the lobby, stairwells, and hallways, using elevators, etc. When entering Common Areas other than the Pool Area, Residents shall cover their swimsuits and wear appropriate attire when coming/going to the Pools. Swimsuits may be worn while using and enjoying the pool or spa. Athletic shoes, shirts/tops and gear must be worn while using an apparatus or other machines and in the Fitness Center.
6. **Objects placed within the Common Areas.** For safety reasons, Residents may not place any objects in the lobby, corridors, hallways, stairways, entranceways or in any other portion of the Common Areas, including, but not limited to, potted plants, signage, pictures, paintings, items of furniture, trash or any items near the entry to their Condominium. One doormat is allowed at the front door. Accordingly, any item left unattended in the Common Areas will be subject to removal without reimbursement or notice to the owner of such item.
7. **Door/Doorframe Installations or Attachments.** No signs, symbols, wreaths, door knockers or similar features or decorations shall be hung, installed, or attached to any doors or entry ways to Condominiums or other areas within the Community, which can be seen from the Common Areas' corridor or hallway, with the exception of the holiday timeframe (see Section II – Residential Holiday Decorations). Religious artifacts or symbols are exceptions to this rule; each unit is allowed one (1) religious artifact or symbol to be hung on the front door. The Association should first be contacted so that accommodations consistent with your religious beliefs can be made, while the aesthetics of the Community can be considered. Residents shall obtain written authorization from the Board or Association prior to installation or display of any religious artifact or symbol.
8. **Minors within the Common Areas.** While in the Common Areas, Residents are responsible for the actions of any minors ("minor" is defined as a person under the age of 18) in their charge, including any minors visiting the Community as a Guest. For safety reasons, children under ten (10) years of age shall be supervised by an adult in the following areas of the Community, including, without limitation, all elevators, corridors, hallways and lobbies. For the purposes of this Handbook, the term "adult" shall mean a responsible person of at least eighteen (18) years of age.
9. **Locking Doors.** Propping doors open or preventing any access doors or gates within the Community from closing and/or locking is strictly prohibited.
10. **Restricted Areas.** Residents are prohibited from accessing the roof or mechanical rooms of the Community unless otherwise agreed, in writing, by the Board.
11. **Removal of Waste and Personal Items.** Residents and their Guests may generate typical amounts of trash or waste in the Common Areas and dispose of the same in the various trash receptacles provided throughout the Community's Common Areas. Leaving trash or trash bags, even temporarily, in the corridors, hallways or any portion of the Common Areas is strictly prohibited. Residents and their Guests are responsible for the careful storage, transportation and subsequent removal of all articles brought into the Common Areas (e.g., towels, books, food, related debris, etc.). GLASS CONTAINERS ARE PROHIBITED WITHIN THE COMMON AREAS.

12. **Satellites, Antennas and Signs.** All satellites, antennas and signage are subject to the written approval of the Architectural Committee. Please refer to the Architectural Guidelines (**Exhibit "B"**) at the back of this Handbook for more details. For further information about these restrictions, please see the General Manager.
13. **Drilling.** UNDER NO CIRCUMSTANCES, SHALL A RESIDENT HAVE THE RIGHT TO DRILL INTO THE WALLS, FLOOR OR CEILING OF ANY CONDOMINIUM, BUILDING OR OTHER STRUCTURE FOR ANY REASON WITHOUT THE PRIOR WRITTEN CONSENT OF THE ARCHITECTURAL COMMITTEE. Failure to comply with this requirement may result in severe damage to the structural integrity of portions of the Community and such non-complying Resident (along with the applicable Owner) will be responsible for all resulting damage, including any claims or actions brought by another Resident of the Community who is affected by such drilling.
14. **Solicitation.** Advertising materials, pamphlets, newspapers or any other printed matter may not be distributed within the Community or placed on any vehicles parked at the Community. This restriction includes door-to-door solicitation, fundraising, and other similar activities.
15. **Bicycles, Skateboards, Scooters, etc.** Riding skateboards, scooters, bicycles or rollerblades is strictly prohibited within the Common Areas, including, without limitation, the Garages, the lobbies, the Pools, Spa, Fitness Center or any other areas within the Community. Furthermore, bicycles, scooters and comparable equipment may not be transported through passenger elevators at any time. Residents may use the service elevators, if any, or stairwells for this purpose.
16. **Smoking.** Except for any designated smoking area, smoking is strictly prohibited in all Common areas, including, without limitation, the Pool and Spa Areas, the Fitness Center, Community Room, conference rooms, lobbies, elevators, corridors, hallways and Garages. Cigarette and cigar butts must be placed in proper receptacles in designated smoking areas in the community and private balconies. Also refer to "Exhibit C", the Balcony Smoking and Nuisance Policy.
17. **Emergencies.** Should an emergency situation occur, Association personnel and emergency personnel have the full right and authority to enter any Condominium, including by forcible entry if necessary. Any such entry shall be done with as little damage and/or inconvenience to the Owner as possible. Any person entering a Condominium to address an emergency shall be free of any liability to the Resident(s) for trespass, damages or other act necessary under the circumstances.
18. **Drying or Laundering.** No exterior clothesline shall be erected or maintained or hung on balconies or railings within the Community and there shall be no drying or laundering of clothes or any other items on any Common Area or Association Property.
19. **Alarms.** Any alarm installed or connected in a Condominium must be monitored by a certified alarm company. Contact information for the alarm company must be provided to the General Manager. Each Resident must update the contact information with the General Manager for an alarm service provider, as appropriate. In the event an alarm is set off and not addressed within a reasonable amount of time, the General Manager or other Association personnel may enter the Condominium and take all actions necessary to quiet the alarm, without any liability therefore. Additionally, if any Condominium will be left unattended for any extended period of time, the applicable Resident must arrange for a local contact to be available to address emergencies or other alarm issues.
20. **Vibrations and Noise.** Residents may not attach fixtures or equipment to the walls or ceilings of any Condominium, which will cause vibrations, noise or other type of unreasonable annoyance or damage to other Residents. Devices such as ceiling-mounted music devices, or surround sound systems, including, but not limited to, wall mounted speakers and other audiovisual devices must not come in contact with any demising wall and must be installed in conformance with the Architectural Guidelines. All speakers must be supported by appropriate acoustic platforms, such as speaker stands, so they are not placed directly on the floor.
21. **Waterbeds.** Waterbeds are not permitted in any Condominium, including first floor units. Residents (and applicable Owners) shall be liable for any and all damages caused by disregarding this prohibition.
22. **Hazardous Materials.** No hazardous, toxic, noxious, contaminated materials or any materials that may cause noxious odors shall be stored, placed or used anywhere within the Common Areas or a Condominium. Any Resident who receives written notice from the Association indicating an item in their possession violates this restriction must take all necessary actions to remove such item promptly and with due care. In the event the item(s) is not removed within 24 hours, the General Manager may remove or cause the item(s) to be removed and charge the applicable Residential Owner for any costs associated with such removal.

- 23. **No Dumping.** No person shall discharge into the Community’s sewer system, storm drain any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety, welfare, or violate any law. Failure to adhere to this restriction may subject the violating Resident to liability under state and federal law for any clean-up, personal injury or damage caused to another Condominium or any other portion of the Community.
- 24. **No Additional Equipment.** Except those items installed during the original construction of the Community, no air conditioning, water softener, reverse osmosis system or other similar water treatment machinery may be installed within any portion of a Condominium or any portion of the Common Areas, without proper documentation and approval from the General Manager.
- 25. **Drainage on Outdoor Spaces.** Drainage facilities situated within an Outdoor Space must be kept free of debris and any other material that may impede the flow of water. If a Resident fails to maintain such drainage and damage to person or property results, the Association can access such Outdoor Space for the purpose of clearing debris and other material and the applicable Owner will be responsible for any costs incurred by the Association in connection with such maintenance.
- 26. **Modifications.** No Resident(s) shall modify, alter, or otherwise affect any of the Common Areas. Except as otherwise specifically provided in the Condominium Documents, no Resident shall have the right to alter, paint, decorate, remodel, landscape, or adorn any part of the Common Areas without the prior written consent of the Board.
- 27. **Additional Rules.** The Association, Management, Board or General Manager may post additional rules in the Common Areas from time to time, and all Residents and Guests must conform therewith.
- 28. **Filming and Photography.** Filming and photography of the common areas of the property are strictly prohibited, unless prior written authorization is provided by the HOA and or the Board of Directors. Also refer to “Exhibit D”, the Filming Policy.

C. RULES GOVERNING SPECIFIC FACILITIES WITHIN THE COMMON AREAS⁴

1. **Swimming Pool and Hot Tubs.**

(a) The primary pool area and facilities (the “**Main Pool**”) are located in the center of the Community, next to the tennis courts and Fitness Center. The pools adjacent to Buildings 3, 9 and 14 shall either be specified by Building or referred to collectively as the “**Ancillary Pools**.” All Rules discussed herein shall be applicable to the Main Pool, the Ancillary Pools and the respective hot tubs (collectively, the “**Pools**”) unless otherwise specified.

(b) Use of the Pools are expressly limited to the individual(s) currently and legally inhabiting their respective Condominium, along with their invited Guests. A Resident shall remain at the Pools with their Guests for the entire duration of said use. **Each Condominium is limited to inviting a total of two (2) Guests to the Pools at any given time.** At no time shall any group monopolize the facilities. Furthermore, the Association has the right to issue and require proof of residency from any group at any time.

(c) Pool hours (unless otherwise specifically noted or closed for maintenance) are as follows:

MAIN POOL

Sun through Thurs 6:00 A.M. TO 10:00 P.M.
 Fri through Sat 6:00 A.M. TO 11:00 P.M.

ANCILLARY

Sun through Sat 6:00 A.M. TO 10:00 P.M.

*Hours are subject to change.

⁴ Any and all Rules discussed in this Section III.C are in addition to any and all Rules contained in this Handbook (specifically Section III.B, above) and any additional rules which may be posted within particular Common Areas from time to time.

(d) For the safety of the minor, minors under the age of fourteen (14) must be supervised while in the Pool areas at all times, by a responsible adult.

(e) At no time shall there be any loud noise, disturbance or other activity that creates a nuisance to Residents. Unit Residents and Guests are expected to maintain a conversational voice level and refrain from using obscene language or aggressive behavior. Cell phones may not be used on speakerphone. Should any person using the Pools violate this provision, the Association's security personnel may request said person(s) immediate departure from the Pools. Said Owner responsible for such person(s) may be further subject to any enforcement actions herein outlined.

(f) **NO LIFEGUARD ON DUTY!** The Association does not employ lifeguards. All persons using the Pools do so at their own risk and the Association shall not be liable for injury or harm suffered by any person(s) while using the Pools. It is recommended that all swimmers use the "buddy system" at all times.

(g) **SAFETY EQUIPMENT HAS BEEN PROVIDED FOR EMERGENCY USE ONLY.** Emergency life saving equipment may not be moved or relocated from its mounted positions.

(h) Standard and appropriate swimming attire is required at all times. Cut-offs and similar types of attire are strictly prohibited in that they have potential to fray and clog the pool drains. When entering other Common Areas, Residents shall cover their swimsuits and wear appropriate attire when coming/going to the Pools.

(i) Any and all person(s) subject to involuntary natural bodily functions are not permitted to use the pools. Professional grade vinyl or plastic swim diapers that are indented for pool use are allowed for children. Elderly persons, pregnant women, infants, and those with health conditions requiring medical care should consult with a physician before using the Pools, especially the hot tubs. Using the Pools with open cuts, wounds, rashes or communicable disease that can affect others is strictly prohibited.

(j) Restrooms and showers are only to be used while enjoying the Pools. Residents may not use such facilities for regular bathing or in lieu of the amenities in their Condominium.

(k) If, in their reasonable discretion they find it appropriate, the Association, Security and the Board shall each have the right to deny the use of the Pool areas to anyone at any given time. Furthermore, maintenance shall have the right to temporarily close the Pool areas for maintenance, as necessary.

(l) Food products may only be consumed on the wooden pool deck areas of the main pool and the designated tables at the ancillary pool locations. Discretion and consideration of your neighbors must be used with food and snack selections as this is a common area for limited use and not a BBQ or kitchen area. All trash must be cleaned immediately from the area after use and food disposed appropriately.

(m) The following are prohibited in and around the Pool areas:

- (a) The consumption of alcoholic beverages;
- (b) Persons under the influence of alcohol, narcotics or drugs, including medication affecting motor skills;
- (c) Climbing over fences to enter or exit the Pools and spa area;
- (d) Inflatable items, boogie boards, water guns, balls, flotation devices and the like; except that of small flotation devices (i.e. water wings) shall be permitted in the Pools;
- (e) Glass, breakable materials/containers or any sharp or foreign objects;
- (f) Foreign substances (bubble bath, soap, beverages, etc.) are not permitted in the water;
- (g) Pets, other than special assistance animals;
- (h) Barbecue, hibachi or other cooking apparatus;
- (i) Bicycles, skateboards, scooters, roller-skates, roller-blades, toys or other wheeled vehicles or shoes;
- (j) Diving, running, jumping, pushing, aggressive activity or general horseplay;

- (k) Lewd, sexual or indecent conduct;
- (l) Portable TV's, Ipods, radio and the like, unless used with headphones;
- (m) Any oils or any excessive amounts of suntan lotion shall be removed before entering the water and all communal chairs or lounges should be covered so as not to dirty or stain them;
- (n) Reserving chairs, lounges or tables for person(s) not physically at the Pools or spa;
- (o) Throwing non-floating items (e.g. rocks, coins, etc) into the water;
- (p) Wearing bobby pins, hairpins, or other items which can easily become dislodged from the person and clog the Association's pool drains.
- (q) Persons having currently active diarrhea or who have had active diarrhea within the previous 14 days shall not be allowed to enter the pool water in accordance with Los Angeles County Health Department requirements.

In the event that any damage or harm to person(s) or property occurs due to any Resident, Guest or other individual(s) disregard for the above prohibitions, such person(s) (along with the respective Owner) shall be liable for any and all costs and expenses to remedy the same.

2. **Fitness Center.**

(a) The "**Fitness Center**" contains various exercise equipment and shall be open twenty-four (24) hours a day, seven days a week. The hours of operation may be changed by the Board or Association from time to time.

(b) All persons using the Fitness Center do so at their own risk. Neither the Association nor any Association personnel is liable for injury or harm to any person(s) or property.

(c) No towels are provided in the Fitness Center. All persons using the Fitness Center must bring their own towel and must wipe down equipment after each use. Sanitizer and wipes may be provided for complimentary use.

(d) All machinery and equipment is available on a first-come, first-served basis. However, workouts on any particular apparatus or machine are limited to thirty (30) minutes if others are waiting to use the same.

(e) Appropriate workout attire must be worn inside the gym, which shall include a shirt/top and pants/shorts as desired. Absolutely no one shirtless, in bathing suits or wearing high or hard heel shoes may use the gym facility. Anyone who fails to comply with these requirements may be asked to leave the gym at once.

(f) Pets are strictly prohibited in the Fitness Center.

(g) No children under the age of 14 are permitted to use these facilities.

(h) **Guests**, including, without limitation to a personal trainer or other personal fitness instructor, are strictly prohibited from the use of the fitness center. Residents are not allowed to have a Personal Trainer in the Fitness Center with them at any time. The facility is for the use of Residents who live onsite only. Offsite Owners are not allowed to use the Fitness Center.

(i) All musical devices must be battery operated and headsets must be worn at all times. Additionally, as a courtesy to others, cell phones may not be used inside the Fitness Center.

(j) Absolutely no outside gym equipment is allowed, at any time.

(k) Any Resident or Owner using the gym, may not park in the visitor parking area(s). Please park your vehicle in your assigned parking space.

3. Tennis, Basketball and Racquetball Courts.

For use of the courts please see the Security desk located on Canoga Ave to gain access. Proper resident identification will be required and additional rules may apply as noted on the release and waiver of liability.

(a) The tennis, basketball and racquetball courts are open from 6:00 A.M. until 10:00 P.M., Sunday through Thursday and 6:00 a.m. to 11:00 p.m. Friday and Saturday. The hours of operation may be changed by the Board or Association from time to time.

(b) Homeowner(s) may have a "maximum" of three (3) guests in the court areas in accordance with meeting the full use/structure and enjoyment of the game(s).

(c) All persons using these facilities do so at their own risk. Neither the Association nor any Association personnel is liable for injury or harm to any person(s) or property.

(d) Minors must be supervised by an adult when using these facilities

(e) Individuals using the courts are strongly encouraged to wear eye protection and appropriate athletic shoes at all times.

4. Playgrounds and Courtyards

Unless specified, the following Rules shall apply equally to the Community's playgrounds, courtyards and picnic areas (collectively, the "Outdoor Amenities"), if any:

(a) The Outdoor Amenities may be used during daylight hours or until 10:00 P.M. if such amenity is lighted. The hours of operation may be changed by the Board or Association from time to time.

(b) All persons using the Outdoor Amenities do so at their own risk. Neither the Association nor any Association personnel is liable for injury or harm to any person(s) or property.

(c) Age Restrictions for Outdoor Amenities:

(i) Any Community courtyard(s) and/or picnic area(s) are for the use of all Residents; provided that minors must be supervised by an adult at all times.

(d) Use of the Outdoor Amenities are expressly limited to individual(s) currently and legally inhabiting their respective Condominium, along with their invited Guests. Each Condominium is limited to inviting a total of four (4) Guests (total) to the Outdoor Amenities at any given time. At no time shall any group monopolize the facilities. The Association reserves the right to limit or restrict the number of Guests allowed at any time. Furthermore, the Association has the right to issue and require proof of residency from any group at any time.

(e) At no time shall there be any loud noise, disturbance or other activity that creates a nuisance to Residents. Unit Residents and Guests are expected to maintain a conversational voice level and refrain from using obscene language or aggressive behavior.

(f) Any and all person(s) subject to involuntary natural bodily functions, are not permitted to use the Outdoor Amenities without proper diapers/protection. Using the Outdoor Amenities with open cuts, wounds, rashes or communicable diseases that can affect others is strictly prohibited.

(g) If, in their reasonable discretion they find it appropriate, the Association, Security and the Board shall each have the right to deny the use of the Outdoor Amenities to anyone at any given time. Furthermore, maintenance shall have the right to temporarily close the Outdoor Amenities for maintenance, as necessary.

(h) The following are prohibited in and around the Outdoor Amenities:

(a) The consumption of alcoholic beverages;

- (b) Persons under the influence of alcohol, narcotics or drugs, including medication affecting motor skills;
- (c) Glass, breakable materials/containers or any sharp or foreign objects;
- (d) Pets, other than special assistance animals;
- (e) Barbecue, hibachi or other cooking apparatus;
- (f) Riding bicycles, skateboards, scooters, roller-skates, roller-blades, toys or other wheeled vehicles or shoes;
- (g) Diving, running, jumping, pushing, aggressive activity or general horseplay;
- (h) Lewd, sexual or indecent conduct;
- (i) Portable TV's, Ipods, radio and the like, unless used with headphones;
- (j) Any oils or any excessive amounts of suntan lotion shall be removed before entering the communal chairs or lounges should be covered so as not to dirty or stain them;

In the event that any damage or harm to person(s) or property occurs due to any Resident, Guest or other individual(s) disregard for the above prohibitions, such person(s) (along with the respective Owner) shall be liable for any and all costs and expenses to remedy the same.

5. Clubhouse Rental Policy for Private Events.

The indoor open space area located adjacent to the main pool deck is referred to as the "Clubhouse," which excludes the HOA office, HOA kitchen and individual offices. There will be no access available to the fitness center and restrooms directly from the Clubhouse, without first exiting the building. The purpose of this room will be to allow the residents to have a space to host private events.

Residents may reserve this area for a private event in accordance with this policy and the attached Clubhouse Rental Agreement Form. Once the management office approves/confirms your request for use of the Clubhouse for a private event, the area will be reserved and closed to other members of the community during the time of your event.

(a) Hours of Use for Private Events. The Clubhouse will be available for residents' use for private events Sunday – Saturday between 10:00 am – 10:00 pm, excluding times when HOA meeting and events are pre-scheduled.

(b) Use Restrictions for Private Events

(i) All reservations are to be made with the management office on a first come-first serve basis and must be made a minimum of 7 days in advance of event. Cancellation of the event must be made, in writing, 72 hours prior to event otherwise all rental fees will be forfeited.

(ii) Private event reservations may not exceed a 4 hour term, including set-up and breakdown.

(iii) The Clubhouse Rental Agreement Form must be also be signed by the homeowners for any reservations made by their tenants.

(iv) The total number of persons in the Clubhouse may not exceed 25 persons for the event.

(v) Association staff and/or vendors will not assist with the preparation of the event, and/or moving of any personal property. Residents are responsible for all arrangements and may not involve the Association staff and/or vendors, including but not limited to security personnel, maintenance staff, etc. No alterations to the Project shall be permitted.

- (vi) Homeowner shall be liable for guests' and tenants' conduct, damages, clean-up, and loss to any property in the Clubhouse.
- (vii) The resident must be present at all times during the private event.
- (viii) Alcoholic beverages are prohibited in the Clubhouse.
- (ix) Glassware is prohibited in the Clubhouse.
- (x) Smoking is prohibited in the Clubhouse.
- (xi) Music is permitted providing it does not create any nuisance to residents aside from those residents attending the private event.
- (xii) Live music, with use of musical instruments, is prohibited in the Clubhouse.
- (xiii) No pets are permitted in the Clubhouse.
- (xiv) Proper attire shall be worn in the Clubhouse. Persons who are shirtless or without shoes or sandals are not permitted in the Clubhouse.
- (xv) Persons who are wet from the pool are not permitted in the Clubhouse.
- (xvi) The Clubhouse is to be kept neat and clean and free of any trash or debris, from your use and your guests' use, upon your exit of the area. Residents/tenants shall return the Clubhouse to its original condition following the use of same and shall ensure same is left in a clean, sanitary and attractive condition.
- (xvii) Any persons causing a nuisance (specifically, a substantial, unreasonable interference with the quiet enjoyment of the Clubhouse by other persons) or other unreasonable disturbance may be required to vacate the Clubhouse.
- (xviii) The Board of Directors, HOA office staff, or security personnel, at its sole discretion, may control the lighting, noise volume, and electricity in the Clubhouse.
- (xix) The Board of Directors, HOA office staff, or security personnel, at its sole discretion, may request persons using the Clubhouse to vacate the facility based upon inappropriate use, behavior and/or non-compliance of rules of the community.
- (xx) Homeowners and residents in the Clubhouse may be requested by the Board of Directors, HOA office staff, or security personnel to provide proof of identification at any time and must comply; otherwise unauthorized persons or persons without identification may be required to vacate the Clubhouse.

Homeowners will be subject to disciplinary action for failure to comply with the rules set forth above for the Clubhouse, as well as for failure to comply with these rules by their tenants or guests.

(c) All reservations require the following which are to be provided to the management office a minimum of 72 hours in advance of event:

- (i) Rental fee/non-refundable of \$150.00; check must be made payable to Warner Center Condominium Association.
- (ii) Security/refundable deposit of \$350; check must be made payable to Warner Center Condominium Association; area will be inspected following its use with regard to issuance of refund.
- (iii) Provide a certificate of insurance with a minimum limit of \$1,000,000 naming Warner Center Condominium Association as an additional insured.

(d) Non-compliance and failure to comply with any items in this agreement will directly affect your refundable deposit and future Clubhouse reservations. The Association shall furnish the Resident with an itemized statement indicating the basis for, and the amount of, the disposition of the fee and shall return the remainder, if any, to the resident.

Please refer to “**Exhibit H**” for Clubhouse Agreement Form.

6. **Bicycle Storage Areas.**

(a) Bicycles and similar apparatus are not permitted on balconies, patios or decks. Such equipment may only be stored in designated areas, which is available on a first-come, first-served basis by request to the Management office and is based on availability. Permits are required and any personal items (other than the bicycle or similar apparatus) will be removed with proper notice.

(b) The Association reserves the right to charge a fee to use the bicycle room and if established, such fee may be changed from time to time. If and when applicable, each Resident utilizing the bicycle room will be given an option to remove the bicycle(s) before being charged such fee.

(c) If a space is available, the Resident will be required to register your bicycle with the General Manager, at which time a registration sticker will be issued to place on the bicycle. Do not remove this registration sticker at any time while utilizing the bicycle room. Any bicycle found in the bicycle room without a registration sticker may be removed.

(d) The Association is not responsible for the safety or security of any property stored within the Association’s bicycle room. Each person stores the property within same at their own risk.

7. **Elevator Use.**

(a) When transporting the following, service elevators (rather than residential elevators) must be used where available in the following circumstances:

- (1) Transporting odorous/fragrant food, including take-out deliveries from outside restaurants;
- (2) Transporting large, oversized items such as bicycles, surfboards, furniture, large boxes; and
- (3) Transporting construction materials or large cleaning supplies (i.e. brooms and vacuums).

(b) No open food, beverage or other items (e.g., paint) are allowed in the elevators. In the event a spill does occur, then such person shall be responsible to clean the spill immediately. The respective Owner will bear all liability for any damage related to their use, or their Guests or Lessee’s use of the elevators.

(c) All Service Providers must comply with the additional elevator rules, if any, which are set forth in the Service Provider Rules.

(d) For the safety of all elevator users: (i) elevator doors may not be propped open for any reason; (ii) the floor buttons or stop switches must not be pressed unnecessarily; and (iii) children under the age of six (6) must be accompanied by an adult at all times while in an elevator to ensure the safety and protection of the child.

(e) Pets are allowed in elevators; however, as a courtesy to other Residents, person(s) with pets should first ask if anyone already in the elevator has an issue riding with such pet. If possible, pets should be carried in the elevators.

Any urination/defecation from pet while in elevator (or walkway to or from) must be cleaned up and disinfected immediately by the owner or caretaker.

8. Event Deck

The Association has designated a section of the pool deck, closest to the gym, known as the “Event Deck”, for the use and enjoyment of homeowners and a maximum allowance of fifteen (15) guests. This area is for small gatherings and events not to exceed twenty (20) persons, but does not include use of the pool(s). Amenity rules still apply, as well as the number of guest allowance, for each facility. *See use of common area(s) as set forth herein. The HOA will provide use of table and chairs, or, you may request the furniture be removed, and bring your own table and chairs to use on the day of your event. Furniture and any items brought to the deck area must be removed immediately after the event. Reservations, and prior written approval are a mandatory requirement for use of this area and a deposit must be submitted to the HOA in the amount of \$350.00 to complete the reservation prior to the event date (Price subject to change). The deposit will be held until the area has been cleared, and found in a clean and neat manner, by an HOA representative. Failure to leave the area in a clean condition and any damages to this area, shall be the sole responsibility of the homeowner and his or her tenant. The HOA shall furnish the Owner with an itemized statement indicating the basis for, and the amount of, the disposition of the security and shall return the remainder, if any, to the Owner.

Reservations may be made (7) days a week.

Please refer to “**Exhibit G**” for Event Deck Registration Agreement Form

9. Community Center Lounge

(a) Use of Community Center Lounge. The acceptance of a deed or a rental or lease agreement with respect to any Condominium Unit within the Project, or occupancy of any Unit, constitutes consent and agreement that each and all of the provisions of the Governing Documents (including, but not limited to, the CC&Rs, Bylaws, Rules and Regulations and any policies duly adopted by the Association’s Board of Directors) shall be binding and that said person(s) will observe and comply with them. The Board has the power to adopt and/or modify rules at any time in compliance with California Civil Code provisions.

All homeowners and residents must read and adhere to the Rules and Regulations of the community. In particular, it is expected that owners, residents, and their guests will be respectful of other residents in the community and respectful of all HOA property.

(b) The open space area on the first floor in the Community Center is referred to as the “Community Center Lounge,” excluding the HOA office, kitchen, center aisle, and individual offices. Direct access is not available or permitted to the fitness center and restrooms directly from the Community Center Lounge, without first exiting the building. The purpose of this room will be to allow the residents to have a place to read a book or simply relax, all while having a place to socialize with neighbors.

(c) Hours of Use. The Community Center Lounge will be available for residents’ use on Saturdays only between the hours of 10:00 am – 4:00 pm.

(d) Use Restrictions:

(i) The Community Center Lounge may be used by a maximum of 3 persons from any one unit at a given time.

(ii) The total number of persons permitted in the Community Center Lounge may not exceed 10 persons at a given time.

(iii) Guests of residents shall not be permitted to use the Community Center Lounge without the resident being present.

(iv) Alcoholic beverages are prohibited in the Community Center Lounge.

(v) Glassware is prohibited in the Community Center Lounge.

(vi) Smoking is prohibited in the Community Center Lounge.

- (vii) iPods, laptops and radios may only be used with headphones in the Community Center Lounge.
- (viii) Live music, with use of musical instruments, is prohibited in the Community Center Lounge.
- (ix) No pets are permitted in the Community Center Lounge.
- (x) Proper attire must be worn in the Community Center Lounge. Persons who are shirtless or without shoes/sandals are not permitted in the Community Center Lounge.
- (xi) Persons who are wet from the pool are not permitted in the Community Center Lounge.
- (xii) Residents and their guests shall return the Community Center Lounge to its original condition following use of same and shall ensure same is left in a clean, sanitary and attractive condition, including removal of any trash or debris, from your use, upon your exit of the area.
- (xiii) Any persons creating a nuisance to others (specifically, a substantial, unreasonable interference with the quiet enjoyment of the Community Center Lounge by other persons) or other unreasonable disturbance may be required to vacate the Community Center Lounge.
- (xiv) The Board of Directors, HOA office staff, or security personnel, at its sole discretion, may control the lighting, noise volume, and electricity in the Community Center Lounge.
- (xv) The Board of Directors, HOA office staff, or security personnel, at its sole discretion, may request persons using the Community Center Lounge to vacate the facility based upon inappropriate use, behavior and/or non-compliance of rules of the community.
- (xvi) Homeowners and residents in the Community Center Lounge may be requested by the Board of Directors, HOA office staff, or security personnel to provide proof of identification at any time and must comply; otherwise unauthorized persons or persons without identification may be required to vacate the Community Center Lounge.

Homeowners will be subject to disciplinary action for failure to comply with the rules set forth above for the Community Center Lounge, as well as for failure to comply with these rules by their tenants or guests.

ARCHITECTURAL GUIDELINES AND STANDARDS

ARCHITECTURAL GUIDELINES

INTRODUCTION TO THE ARCHITECTURAL GUIDELINES

These Architectural Guidelines⁵ are designed with the goal of maintaining the aesthetic beauty, and preserving the safety, value and desirability of Warner Center Condominiums. By adhering to these Architectural Guidelines, which include guidelines and standards for all Improvements as well as sound and noise attenuation guidelines, all Residents will benefit from the beauty and enjoyment of Warner Center Condominiums.

Prior to making any Improvements to a Condominium, an Owner must first submit a complete Architectural Application to the Architectural Committee. The Architectural Committee shall review and approve, or disapprove applications for Improvements to Condominiums and fulfill other requirements set forth in these Architectural Guidelines and the Declaration.

The Architectural Committee shall consist of no less than three or no more than five members, each of whom must be an Owner at Warner Center Condominiums. Lessees are not allowed to volunteer or serve on the Architectural Committee. Architectural Committee must be selected according to Section 12.2 of the Declaration. The Members of the Architectural Committee receive no compensation for services rendered but are entitled to reimbursement by the Association for actual expenditures incurred in the course of their duties.

After receiving written approval from the Architectural Committee, as applicable, and complying with ordinances and regulations of applicable governmental agencies, an Owner may install Improvements, or undertake the approved action. Please review these "Architectural Guidelines" prior to completing your application form to ensure the submittal is complete. In the event of a conflict between these Architectural Guidelines and the Declaration, the Declaration shall prevail.

If at any time you have any questions regarding the review process, please contact the General Manager.

PURPOSE

These Architectural Guidelines are not intended to restrict individual creativity or personal preference, but rather to assure and preserve the value, desirability, attractiveness and architectural integrity of Warner Center Condominiums.

APPLICABILITY TO DECLARANT

Such limitations or requirements as provided in these Architectural Guidelines do not apply to the Declarant while all the Condominiums are owned by the Declarant. Declarant may in its sole discretion make any Improvements at its sole expense without the approval of the Association, the Board or the Architectural Committee.

⁵ Section 12.4 of the Declaration provides the Board the ability to adopt these Architectural Guidelines. For the purpose of this Handbook, the term "Architectural Guidelines" shall mean "Architectural Standards," as referenced in the Declaration.

SUBMITTAL OF APPLICATION FOR ARCHITECTURAL APPROVAL

Submittal of Application: As stated above, prior to the commencement of any Improvements within a Condominium, all Owners must first submit an application to the General Manager. The Board shall promulgate Architectural Standards for Improvements, which shall include the requirements for plans, drawings and specifications to be reviewed by the Architectural Committee. Owners will be responsible for any fees set by the Architectural Committee for review of the Submittal Package (defined below) and any fees of outside consultants such as architects, engineers and contractors procured by the Architectural Committee to review the Submittal Package or perform inspections at the request of the Architectural Committee. The application fee is subject to the scope of work submitted, which fee will be determined by the Association. At the time of submission of plans and specifications to the Architectural Committee, such Owner must present estimates of the commencement and completion dates for the proposed Improvements with the Submittal Package.

No lessee may submit a request for Improvements to a Condominium. Only the Owner of a Condominium may send a Submittal Package to the Architecture Committee for review.

Residential Condominiums. Any construction, alteration or modification which a Resident desires to make to the interior or exterior of the Condominiums or to the systems contained therein (the "Improvements"), must first be approved in full by the Architectural Committee. The following, without limitation, are Improvements which require approval by the Architectural Committee:

a. **Interior Improvements.** Any interior improvements to a Condominium require the approval of the Architectural Committee. For the purpose of these Architectural Guidelines, the term "interior improvements" shall include, but not be limited to:

- Flooring installation or modification (tile, marble, granite, wood, etc.);
- Moving or construction of non-bearing walls;
- Installation of window coverings including draperies, blinds, shades, shutters, etc.;
- Plumbing maintenance, repairs or replacement;
- Installation of a security system;
- Installation of permanent or semi-permanent fixtures;
- Maintenance, repair or replacement of any ceilings or columns; and
- Any other improvement, which may impair or alter the structural integrity of any Building or Condominium within the Community.
- Any improvement which requires a hole in any wall larger than a dime.

b. **Electrical, HVAC/Heat and Plumbing:** New installations or changes to any originally installed electrical, HVAC/heating or plumbing of any kind require approval by the Architectural Committee.

c. **Exterior, Structural or Semi-structural Changes or Additions:** Any changes or additions to the exterior of any Outdoor Space, including, but not limited to the walls, doors, railings, metal sheeting, and gates of an Outdoor Space, require approval by the Architectural Committee.

d. **Decorations in Outdoor Spaces:** All decorative items and furnishings placed within any Outdoor Space require the approval by the Architectural Committee. However, review of any decorative items, plants and furnishings for an Outdoor Space will not be subject to any review fees or deposits described in these Architectural Guidelines.

e. **Entry Door Hardware:** No hardware on any entry door may be replaced or removed except with the express written approval of the Architectural Committee.

Failure to Obtain Approval: Failure to obtain the necessary approval from the Architectural Committee, or failure to complete the Improvements in conformity with the plans and specifications and construction schedule, if applicable, approved by the Architectural Committee, shall constitute a violation of the Declaration and these Architectural Guidelines and may require modifications or removal of any work or improvement at the Homeowners expense, in addition to any fines, assessments and/or surcharges against such Owner.

Inspection: At anytime during construction of any approved Improvements, the Architectural Committee (or any other party authorized by the Architectural Committee) shall have the right to enter a Condominium to inspect the progress or completion, as applicable, upon giving 24 hours written notice.

FIRE MONITORING SYSTEM AND FIRE SPRINKLER SYSTEM

If any portion of the fire monitoring system for the Community must be disconnected to install a Homeowners approved Improvement, such Owner must first obtain approval from the Architectural Committee and if approved, the General Manager will coordinate the shut-off on the scheduled day(s). On the day shut-off is to occur, the requesting Owner must (i) check-in with the General Manager (“**Disconnection Day**”) to confirm all arrangements are in place for the disconnection; and (ii) provide for a 24-hour per day fire watch starting on the Disconnection Day and ending when the General Manager certifies, in writing, to the Owner that the fire monitoring system is once again operating. The General Manager must approve the persons or company responsible for the fire watch.

ARCHITECTURAL REVIEW SUBMITTAL REQUIREMENTS

Send requests to:

WARNER CENTER CONDOMINIUM HOMEOWNERS ASSOCIATION
C/O GENERAL MANAGER
5555 CANOGA AVE
WOODLAND HILLS, CALIFORNIA 91367

ARCHITECTURAL REVIEW PROCESS AND PROCEDURES

Application for Approval: All applications for any Improvement requiring approval by the Architectural Committee must be submitted in writing, together with the items described below (“**Submittal Package**”) to the General Manager, who will forward the Submittal Package to the Architectural Committee.

Delivery of Submittal Package: The Submittal Package may be delivered in person to the General Manager; if mailed, the Submittal Package should be sent in a manner where receipt for delivery can be obtained. This may include personal delivery, overnight courier or any method where the General Manager acknowledges receipt of the Submittal Package in writing.

Submittal Package: In order to expedite the approval process, the Submittal Package for any Improvement (other than Outdoor Space furnishings/vegetation and window coverings) must include three (3) sets of each of the following:

- Home Improvement Form (which are available from the General Manager’s office)
- Plans and specifications showing the location, nature, kind, shape, height and materials, including the color and any other requirements set forth herein clearly indicating all proposed modifications
- Floor plans (only if you are requesting permission to remove or relocate a wall)
- Description of materials and colors and material samples
- A proposed construction schedule (including proposed start and completion dates)
- Certificates of insurance for Service Providers (including contractors exclusions and proof of valid workers compensation insurance)
- Any and all necessary permits and licenses, if applicable
- An application-processing fee in an amount established by the Architectural Committee. Please obtain a copy of the fee schedule from the General Manager.

- Names, addresses and phone numbers of all Service Providers who will work on your Condominium.

The Architectural Committee will not review an application unless all required plans, forms, fees and information for the proposed Improvement(s) are included in the Submittal Package.

Plans and specifications for Improvements must be of sufficient completeness and clarity so that the Architectural Committee will be able to make an informed decision with respect to the requested Improvements. Plans and specifications that are not of sufficient completeness or clarity, or that do not conform to applicable building codes will be rejected.

Submittal Package for Outdoor Spaces Furnishings and Window Coverings: For review of any furnishings for an Outdoor Space or window coverings, the Owner must submit one (1) copy of a picture showing such furnishings, plants, and samples of proposed fabrics and finishes for any proposed window covering to the General Manager for review by the Architectural Committee.

SUBMITTAL PACKAGE REVIEW FEES

1. **Deposit.** In addition to the Application Processing Fees, the Owner must pay a deposit, if such a deposit is required, in an amount determined by the Architectural Committee to cover any damage to Common Areas during the course of construction of any Improvements. Each Owner is solely liable for all damage caused by an Owner or any Service Provider of an Owner, including, but not limited to, all fines and surcharges levied against the Owner by the Architectural Committee. The Homeowners liability shall not be limited by the amount of the deposit. If such costs of repairs, fines or surcharges are not promptly paid by the Owner, then all work must cease until the deposit has been replenished to an amount determined by the Architectural Committee (not to exceed the maximum amount that has been set for deposits).

1. **Outside Consultant Fee:** The Architectural Committee may also require an Owner to pay fees, costs or expenses associated with the review and approval of any plans and specifications by an independent consultant or by an architect procured by the Architectural Committee, if needed. All structural Improvements must be approved by a licensed architect, sound engineer and any other person reasonably required to evaluate the design.
2. **Inspection Fee:** The Architectural Committee shall have the right, but not the obligation, to hire consultants or architects to inspect the construction of any approved Improvement at any time with 24-hour prior written notice. Owners will be responsible for any fees or costs associated with such inspection. If such fees apply, the Architectural Committee will notify the appropriate Owner and such Owner will be required to submit the additional fee(s) within ten (10) days of the request assuming after notice of such fees the Owner wishes to proceed with said plans.
3. **Additional Fees:** Additional fees may be imposed if determined necessary, based upon the complexity or scope of the Submittal Package and/or to retain consultants. If such fees are determined necessary, the appropriate Owner will be notified by the General Manager and the Owner will be required to submit the additional fee(s) within 10 days of the request.
4. **Checks:** All checks and or money orders should be made out to "Warner Center Condominiums Homeowners Association."

Review of Application: The General Manager shall, upon behalf of the Architectural Committee, review the Submittal Package to ensure that it contains all of the information, forms and fees required.

If the Submittal Package is complete, the General Manager will forward the Submittal Package to the Architectural Committee. The General Manager may determine and notify the Owner that, based upon the proposed Improvements or the complexity of the proposed Improvements, additional review fees will be required. The Submittal Package will not be submitted to the Architectural Committee unless the Submittal Package is completed and until such fees are paid. Failure to submit a complete Submittal Package or to include the appropriate fees with the Submittal Package will constitute an incomplete application, and the application will be returned to the submitting Owner for completion without review by the Architectural Committee. The Submittal Package may be deemed complete by the Owner unless the Owner is informed otherwise by the General Manager, within ten (10) business days after delivery to the General Manager.

The Architectural Committee will review the Submittal Package and will provide written notification of approval, approval with conditions, or disapproval of the proposed modifications to the General Manager. The General Manager will then provide written notice of the actions taken by the Architectural Committee within thirty (30) days but not more than ninety (90) days from the receipt of the Submittal Package along with one (1) set of the Submittal Package, appropriately met with the Architectural Committee's action.

If an Owner fails to receive notice of the action by the Architectural Committee within ninety (90) days, then the Owner shall have the right to deliver a reminder notice in person or by certified mail, return receipt requested, to the Architectural Committee and the General Manager. If the Owner fails to receive a response within said ninety (90) days after delivery of the Homeowners reminder notice to the Architectural Committee and the General Manager, the Submittal Package will be deemed approved.

If a Homeowners proposal is not approved, or returned as incomplete, a revised Submittal Package may be submitted. Provided the re-submittal is prompt, and does not constitute a substantially revised proposal, the Architectural Committee will attempt to review the re-submitted application within the initial forty-five (45) day period. If the re-submittal is not prompt or includes substantially revised plans and specifications, an additional thirty (30) days may be required to complete the Architectural Committee's review.

Diligence in Construction: Upon final approval of plans and specifications of any proposed Improvement and obtaining all necessary building permits, the Owner shall promptly commence construction and diligently pursue the Improvements to completion in compliance with the construction schedule provided in its Submittal Package. An Owner must notify the Architectural Committee within seven (7) business days of becoming aware of any delays in the start or completion dates provided in its Submittal Package by delivering the General Manager written notice. However, if any date(s) as originally approved by the Architectural Committee are delayed by more than thirty (30) days, such Owner may be required to submit a new Submittal Package reflecting its revised date projections. If a new Submittal Package is required by the Architectural Committee, such Owner may be responsible for fees and deposits in connection with such new Submittal Package.

GENERAL CONDITIONS

Approval by the Architectural Committee does not constitute waiver of the requirements of any governmental agencies. Architectural approval of plans does not constitute acceptance of any technical or engineering specifications, and the Association assumes no responsibility for such. The function of the Architectural Committee is to review submittals for architectural design of Improvements, placement of Improvements, color schemes, exterior finishes and materials and similar features that are recommended for use in the Community. All technical and engineering matters are the responsibility of the Owner. In addition to the restrictions set forth in the Declaration and this Handbook, each Owner shall also comply with the following restrictions and guidelines in connection with any proposed Improvement:

1. **Building Permits:** The applicant shall obtain Architectural Committee approval of any Improvements requiring a building permit prior to requesting such permit from the City. Any required building permits must be obtained by the Owner, at such Homeowners expense. The Association assumes no responsibility for failure to obtain building permits. Obtaining such permits does not waive the Homeowners obligation to obtain Architectural Committee approval. Homeowners must provide a copy of the permit(s) to the Management office prior to beginning any work and upon completion of the inspection by LADBS (Los Angeles Department of Building & Safety).
2. **Damage to Common Areas:** The Owner shall be responsible for any damage to the Common Areas caused by such Owner or its Service Provider(s). All applicable charges for restoration will be charged back to the Owner by the Association. Owner will be called to a hearing and a reimbursement assessment will be imposed against their Unit. Payment will be due in accordance with the laws regarding payment of assessments. Failure to pay within the allotted timeframe may subject such Owner to additional fees.
3. **Structural Alterations:** No structural alterations to the interior of or Common Areas surrounding any Condominium shall be made and no plumbing, electrical or other work which would result in the penetration of the unfinished surfaces of the ceilings, walls or floors shall be performed by any Owner without the prior written consent of the Architectural Committee.
4. **Effect of Approval:** Approval of plans is only authorization to proceed with the authorized Improvements to the Condominium owned by the applying Owner.

5. **Building Code Requirements:** It is the Homeowners responsibility to ensure that proposed modifications are consistent with applicable building code requirements and all other local ordinances and/or requirements of applicable governmental agencies. No Improvements will be permitted that could impair the structural integrity or mechanical systems of the Community, or lessen the support of any portion of the Community.
6. **Mechanic's Liens:** No Owner may cause or permit any mechanic's lien to be filed against the Community for labor or materials alleged to have been furnished or delivered to the Community or any Condominium for such Owner, and any Owner who does so shall immediately cause the lien to be discharged within five (5) days after notice to the Owner from the Architectural Committee. If any Owner fails to remove such mechanic's lien within the time specified, the Architectural Committee may discharge the lien and charge the Owner a Special Assessment for such cost of discharge.
7. **Concrete Walls or Slabs:** No Owner shall drill, penetrate or otherwise tamper with the concrete or other structural components of the Community, including any Outdoor Spaces or the Post Tension Slab System described below.
8. **Liability:** Neither the Architectural Committee nor any member thereof shall not be liable to the Owner for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans and specifications; (b) failure to obtain building permits; or (c) the construction or functioning of any Improvements.

COMPLIANCE WITH REQUIRED PROCEDURES

If any architectural change subject to Architectural Committee approval is made without obtaining such approval, the Architectural Committee may deliver a written notice of violation to the applicable Owner. The violation notice shall (1) specify a time period for removal of the unauthorized Improvement; (2) provide the corrective actions as determined by the Architectural Committee and a timeframe to perform such corrective actions; or (3) pursue any other remedy available to the Association. Upon receipt of such notice, such violating Owner shall: (i) remove the unauthorized Improvement at its sole cost and expense; (ii) take the necessary corrective measures within the time period specified in the violation notice; or (iii) appeal in writing to the Architectural Committee. If an Owner fails to appeal within fifteen (15) days of the receipt of such violation notice, the Owner will be deemed to have waived any right to appeal. Failure to remove such unauthorized Improvement or perform the corrective actions may subject such violating Owner to fines and other charges as determined by the Architectural Committee.

Upon receipt of a written appeal, the Architectural Committee shall stay the enforcement of any fine or imposition of any further fines until an appeal hearing has been concluded. Within thirty (30) days of a request for a hearing, the Architectural Committee shall schedule an appeal at a time and date to be determined by the Architectural Committee. The appeal hearing shall be conducted in an informal manner and such appealing Owner shall have the opportunity to present any information or evidence relevant to justify its Improvement or to have the applicable fine excused or mitigated. The decision of the Architectural Committee rendered after such hearing shall be final.

Note: The Management office reserves the right to stop any and all work being performed in non-compliance with the Association Rules, and or the Homeowner has failed to accurately portray the work or obtain an approved Architectural Request form.

DISAPPROVAL BY THE ARCHITECTURAL COMMITTEE (APPEAL)

If the Architectural Committee disapproves any application or approves any application with conditions, the Owner submitting such application may appeal in writing to the Architectural Committee. The Architectural Committee must receive the written request for appeal not more than thirty (30) days following the disapproval decision of the Architectural Committee. The Architectural Committee will review and make comments to the written appeal which will be reviewed by the Board. Within forty-five (45) days following receipt of the written request for appeal, the Board shall render its written decision. The decision of the Board shall be binding and final. Failure of the Board to render a decision within this forty-five (45) day period shall be deemed a decision in favor of the appealing Owner.

INSPECTION AND CORRECTION OF WORK

Right of Inspection During Course of Construction: Upon 24-hours notice, the Architectural Committee or a representative of the Architectural Committee may enter and inspect the Condominium during the course of construction or installation of any Improvements for the purpose of inspecting such construction and/or installation to

determine whether it is performed in substantial compliance with the approved plans and specifications, the contractor's guidelines and applicable governmental Rules. Consent to such entries shall constitute a condition of approval of an application for an Improvement; provided, however the Architectural Committee or its representative may not enter a Condominium without first obtaining permission of the Owner of such Condominium. Such permission shall not be unreasonably withheld by an Owner must be given within 48 hours of the request for entry. Any entry by the Architectural Committee or its representative for inspection purposes must be conducted during daylight hours.

Notice of Completion: Upon the completion of any construction or reconstruction of any work subject to these Architectural Guidelines, written notice of completion ("**Completion Notice**") thereof must be delivered to the General Manager, on behalf of the Architectural Committee within seven (7) business days of such completion date along with the final sign off of required permits.

Inspection After Completion: Within thirty (30) days after receiving the Completion Notice, the Architectural Committee, or its duly-authorized representative, shall have the right to enter into Condominium, to inspect such newly completed Improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved plans and specifications. If the Architectural Committee finds that such construction or reconstruction of such Improvement was not done in substantial compliance with the approved plans and specifications, it shall (1) deliver a written notice of non-compliance ("**Non-compliance Notice**") to the applicable Owner specifying the reason for the Non-compliance Notice, and provide a time frame in which such non-compliance must be corrected; or (2) commence legal proceedings to enforce compliance. If an Owner does not receive a Non-compliance Notice within thirty (30) days following the delivery of its Completion Notice as described herein, the Improvements shall be deemed to be in compliance with these Architectural Guidelines and approved by the Architectural Committee. Nothing contained herein shall be construed as a limitation on any applicable rights of the Association.

ARCHITECTURAL STANDARDS APPLICABLE TO ALL CONDOMINIUMS

The standards set forth below shall apply to the Improvements within the Community. These standards are in addition to the standards set forth in the Architectural Guidelines and providing more detailed information necessary for certain types of Improvements.

DRAINAGE

No proposed Improvements may interfere with the established drainage patterns, level, or grade over any Condominium or Common Areas unless an adequate alternative provision is made for proper drainage and written approval is obtained from the Architectural Committee.

LIGHTING (EXTERIOR)

No exterior electrical, gas or other artificial exterior lighting shall be installed, other than lighting initially installed by Declarant.

Owners of any of the above listed Condominiums must inform all lessees and/or Service Providers performing any type of work or improvement that the Condominium was constructed using the Post-Tension Concrete System.

WINDOW COVERINGS AND TREATMENTS

1. **Acceptable Materials.** Window coverings may consist of draperies, shades or shutters. Aluminum foil or other similar material, bed sheets, paper, and the like may not be applied to windows, at any time. Temporary window coverings must be removed fifteen (15) days after the close of escrow for a Condominium. However, during initial sell out each original purchaser of a Condominium is allowed to place temporary coverings on windows for up to forty-five (45) days after acquiring fee simple title to the Condominium.
2. **Prohibited Materials.** Exterior wrought iron or metal bars will not be approved by the Architectural Committee and window tinting is not allowed.
3. **Color Consistency.** The color of curtains, drapes, shutters, blinds, and other window materials subject to view from the exterior of a Condominium must be consistent with the color scheme of the exterior façade of the Community. Only window coverings and materials, which are white, off-white or beige color and tone are allowed. To avoid inconsistent interpretation of the color beige, the Architectural Committee has determined which shades of beige are acceptable. The Architectural Committee's determination is final and binding.
4. **Maintenance.** Each Owner is responsible for the care and maintenance of its window coverings. Drapes, curtains, shutters, blinds, and all other window coverings must be kept in good condition. Each Owner will be required to replace shabby and torn materials/coverings exposed to the exterior.

STRUCTURAL LOAD CHANGES

Warner Center Condominiums is designed to support fifty (50) pounds per square foot live load as outlined in the Uniform Building Code, Table 16A, Item 12. Any modifications to a Condominium including, any Outdoor Space, that might exceed such load restriction must be approved by a structural engineer and the Architectural Committee. The requesting Owner will be responsible for any costs associated with such approval. These items include, without limitation, changes in flooring (i.e., installation of ceramic tile, marble, granite, hardwood, etc.) and the placement of pool tables, pianos, and large potted plants or trees, and aquariums.

FLOORING

Except for those floors installed by Declarant, no Owner shall install flooring (including, without limitation, tile or hardwood floors) or replace any flooring unless the prior approval of the Architectural Committee has been obtained. Any installation of hardwood flooring permitted by the Architectural Committee must include a sound control underlayment system. Installation of such sound control underlayment system shall include provisions for a perimeter insulation material which will ensure that impact noises are not transmitted into the Condominiums below the floor (either directly through the floor or by going around the floor and through the surrounding walls).

All changes to floors separating Units (tile, hardwood, stone, carpet, etc.) must provide code compliant sound control properties for airborne and impact sound insulation. In addition, the floor/ceiling assemblies must satisfy the higher sound control requirements established for the Project as set within the Warner Center Condominiums, Declaration of Establishment of Conditions, Covenants and Restrictions for Warner Center Condominiums. The impact sound insulation rating of the floor ceiling assemblies after installation must be Field Impact Insulation Class (FIIC) 50 or higher. Airborne sound isolation rating thereof must be Noise Isolation Class (NIC) 52 or higher.

ADDITIONAL SUBMITTAL REQUIREMENTS FOR HARD-SURFACE FLOORING

Owners subject to these flooring restrictions must submit the following (in addition to meeting the above listed requirements) for any hard-surface flooring to the Architectural Committee:

- (a) A construction drawing clearly indicating the type of flooring to be installed and the underlayment to be provided to mitigate against impact noises such as footfalls. The drawing must clearly identify all materials, their composition and thickness.
- (b) A plan view drawing of the hard surface flooring area indicating the location of all adjacent partitions, cabinets, etc.
- (c) A copy of the installation instructions from the acoustical floor underlayment manufacturer.

(d) The name, qualifications, and experience of the Service Provider who will install the hard surface flooring and acoustical underlayment with a listing of his experience in the installation of floors utilizing impact insulation materials.

(e) The proposed individual(s) who will oversee the installation in order to verify that the installation is in accordance with the manufacturer's requirements.

SOUND AND VIBRATION ATTENUATION

Sound may be audible and vibrations may be felt between Condominiums, particularly where the sound level of the source is sufficiently high and the background noise in an adjacent Condominium is very low. Each Owner shall endeavor to minimize any noise transmission from its Condominium.

GUIDELINES:

1. No holes larger than the size of a quarter or other penetrations shall be made in demising walls (party walls) without the prior approval of the Architectural Committee. No penetrations of any sort shall be made in the ceiling of any Condominium. Acoustical sealant shall be packed around all holes made by nails or screws when hanging items from the wall.
2. No modifications shall be made to any Condominium that would result in a reduction in the minimum impact insulation class of the Condominium.
3. Speakers for music reproduction and other audio-visual devices shall not be supported from or contact demising walls and shall be elevated from the floor by a proper acoustic platform.
4. Pianos shall have at least one-half inch (½") neoprene pads under its legs to minimize vibration transmission into the structure of other Condominiums.

SIGNS

No sign or advertising media shall be displayed on or in a Condominium that is visible from the exterior, except the following:

1. Any sign permitted or required by applicable law.
2. Signs erected by Declarant for the purpose of developing, improving or selling Condominiums.
3. Any other sign or display authorized by the Architectural Committee.
4. No sign or billboard of any kind shall be displayed by any Owner on any portion of the Project or Condominium, except one sign of reasonable size, posted in the window of a Condominium Unit, advertising that the particular Condominium is for sale or rent.

MISCELLANEOUS INFORMATION

WARNER CENTER CONDOMINIUM ASSOCIATION

Water Intrusion and Mold Policy

Exhibit A

The Association has created the following information and hereby imposes the following requirements relating to water intrusion and any damage resulting there from, including mold and mildew within Common Areas and Condominiums at the Community.

The Federal Environmental Protection Agency guidelines specifically state that there is no practical way to eliminate all mold and mold spores in the indoor environment. Mold is found everywhere. The way to control indoor mold and mildew growth is to control moisture. As a result, each Owner must take precautions to prevent the growth of mold in the Condominium.

Preventative measures include, but are not limited to, the following: (1) regular cleaning of the Condominium; (2) frequent checking for accumulated moisture in corners and unventilated areas; (3) running fans, dehumidifiers and air conditioners to reduce indoor humidity, especially in kitchens and bathrooms; (4) stopping the source of any leak or flooding; (5) removing excess water with mops or a wet vacuum; (6) moving wet items to a dry place; (7) regularly cleaning and disinfecting indoor and outdoor surfaces; (8) having major appliances, such as furnaces, heat pumps, central air conditioners, ventilation systems and furnace-attached humidifiers, inspected, cleaned and serviced regularly by a qualified professional; and (9) cleaning the refrigerator, air conditioner and dehumidifier drip pans and filters regularly and ensuring that refrigerator and freezer doors seal properly. Further, Owners shall have the affirmative obligation to eliminate any potential source of moisture that would breed the growth of mold or mildew. For example, all sinks, bathtubs, toilets and related drips or overflows must be emptied, cleaned and affected areas dried within 24 to 48 hours.

NOTE: It is the Condominium Homeowners responsibility to monitor the Condominium on a continual basis for excessive moisture, water, mold and mildew accumulation, to prevent such conditions, and to address immediately such conditions should they occur. The Association will not be responsible for water damage absent a showing of negligence, if the water emanates from an area that is under the Association's control and/or is maintained by the Association, provided that proper and timely notice is provided to the Association pursuant to this policy. For example, the Association generally will not be responsible for moisture-related damage if it emanates from a leak from a roof, Common Areas window leaks, plumbing in the Common Areas walls, sink or toilet backups that are a result of blockage in a Common Areas pipe that is the Association's responsibility to maintain, and Common Areas planter boxes, except upon a showing of negligence. The Association will not be responsible for water or moisture damage caused by a leaking or dripping plumbing fixture or appliance (including a shower pan) or an overflow from a sink, toilet or bath tub/shower, as those areas/items are the Homeowners responsibility.

Immediately report all water leaks to the General Manager, on behalf of the Board. The Association will only be responsible for water damage if the moisture intrusion or leak is reported to the Association, in writing, within 24 hours of the Homeowners discovery of the moisture intrusion leak. If an Owner allows water damage or moisture to remain in the Condominium for longer than 24 hours, the Association cannot be held responsible for resulting damage, including discoloration, mold or mildew that develops.

Should an Owner fail to maintain the Condominium in violation of the Condominium Documents and §1364(a) of the Civil Code, or fail to report water intrusion within the Condominium in a timely manner and water damage and/or mold or mildew growth results, the Owner must allow the Association and its agents access to the Condominium as needed to effectuate repairs within the Condominium and to prevent potential damage to other Condominiums and the Common Areas. The cost of such repairs, if such repairs are deemed the responsibility of the Owner, will be charged to the Owner in the form of an Enforcement Assessment in accordance with the Condominium Documents of the Association and Civil Code §1366 and §1367.1.

Owners are encouraged to obtain their own insurance to cover water and moisture damage to the interior of the Condominium, personal property and liability for damage to the Common Areas or another Condominium. Please refer to the Homeowners' Guide and the Condominium Documents for further information.

**WARNER CENTER CONDOMINIUMS
RESOLUTION FOR ADOPTION OF PROCEDURES AND GUIDELINES
RELATED TO THE
PROTOCOL AND HANDLING OF GENERAL AND/OR WATER DAMAGE TO A UNIT
OR ITS APPURTENANT EXCLUSIVE USE COMMON AREA
AND THE RELATED REPAIR AND/OR REMEDIATION OF MOLD AND OTHER
FUNGUS REGARDING SAID MATTERS**

WHEREAS, the Board of Directors of Warner Center Condominiums ("Association") acknowledges the importance of timely response and when appropriate repair, replacement, and/or maintenance by the Association for components the Association is responsible for.

WHEREAS, the Association understands and acknowledges there may be times when a Resident (including a tenant or owner) reports an issue regarding the Association's potential responsibility to repair, replace and/or maintain an element within said Resident's Unit and/or Exclusive Use Common Area that may only be accessible through same, and that prompt response and investigation into such issues is important for the benefit of the Association and the members;

WHEREAS, the Association wants to ensure that Resident's requests for repair, replacement, and/or maintenance by the Association are uniformly submitted and timely responded to has decided to establish a uniform protocol for said requests which will require, in non-emergency situations, conformity with the protocols herein outlined prior to the Association's response, acknowledgment and action regarding same;

WHEREAS, the Association acknowledges, with respect to water damage which has potential to cause mold and mold related issues, the importance of indoor air quality and the potential dangers associated with mold;

WHEREAS, mold spores are reproductive cells of about the same size as pollen grains and can occur in various colors (greenish-black) and shapes (round, spheroid, banana or tadpole shaped). Mold spores grow outdoors and indoors (such as in a Unit) and may become airborne. Mold spores grow and otherwise reproduce when there exists a nutrient source (found in most building materials), proper temperature (usually found indoors), mold spores (ubiquitous in ambient air), and water;

WHEREAS, the Association acknowledges the possible dangers posed to Residents by the presence of mold in their Unit and the necessity of prompt identification and remediation. The Association further acknowledges the necessity of promptly removing water when introduced into Units, Exclusive Use Common Areas, and/or the Common Area;

WHEREAS, the Association acknowledges that proper identification and remediation or any damage, including water damage, requires a combined effort on the part of the Association and Residents;

WHEREAS, the Association acknowledges that the following guidelines and procedures are necessary and will better assist the Association and Residents in promptly identifying and repairing, replacing, maintaining and remediating damage, including mold and other fungi that may exist in the Units and Exclusive Use Common Areas. The following guidelines and procedures set forth certain obligations on the part of the Association and Residents; and

WHEREAS, the Association wishes to put all Residents on notice that failure to follow the established guidelines and protocols herein shall, to the extent permitted by law and under the Association's governing documents, relieve the Association of its responsibilities to repair, remediate, replace and maintain same. In other words, failure to timely report any damage within the Resident's Unit or Exclusive Use Common Area which may be the responsibility of the Association to address shall either mitigate or fully relieve the Association from responsibilities related thereto because the Association will not be able to adequately and timely able to repair, remediate, replace and maintain without proper notice. Any delay caused by a Resident's failure to comply with said guidelines herein and any resultant damage will be the sole financial burden of the owner of the Unit.

NOW, THEREFORE, be it resolved that the Association hereby adopts the following guidelines and procedures related to the handling of issues regarding potential damage and/or the remediation of mold and other fungi:

1. **Residents' Reporting Requirements.** Residents must immediately notify the Association, or the Association's management company, in writing via mail, facsimile or email, any of which shall be sent with a delivery confirmation receipt to evidence its actual sending, of:
 - a. The date of discovery and location(s) of any damage which the Resident suspects is the Association's responsibility, including any water, flooding, or constant moisture in their Units, Exclusive Use Common Area, or Common Area adjoining their Units; and/or
 - b. The date of discovery and location(s) of constant smells and odors resembling mildew; and/or
 - c. The date of discovery and location(s) of mold and any other substance that resembles mold or other fungi; and/or
 - d. The basis for the Resident's claim that said damage appears to be the Association's responsibility.

- e. Implementing the requirement of (a) through (d) above and ensuring the Residents follow all obligations herein shall be the responsibility of Owner.

2. **Association's Response to Residents' Report.** Upon receipt of written notice from a Resident in conformity with the above listed protocol, the Association will:

- a. Assign a tracking number used to track the case. The tracking number will be assigned within twenty-four (24) hours during normal business week of receipt of the initial written notification from homeowner.
- b. Obtain written authorization from the reporting Resident to enter the Unit and inspect. Should authorization not be given, the Association may seek entry into the Unit pursuant to all applicable provisions in the Association CC&Rs;
- c. Issue a work order to allow an Association Director or agent to inspect the subject Unit, determine the damage and potential source of said damage, and attempt to repair, stop, replace or take whatever appropriate action may be required to remedy same;
- d. Complete and provide affected Resident a written incident report, consisting of, among other things, the following information:
 - i. Date of discovery;
 - ii. Date of notification;
 - iii. Resident's statement;
 - iv. General location of the damage;
 - v. Photographs of the affected area (if appropriate/applicable); and
 - vi. Proposed course of action, if possible/appropriate.

3. **Damage Caused by Residents' Actions or Separate Interest Components.**

If it is determined by the Association and communicated to the Resident that the damage has originated from the Resident's actions or separate interest components of the Unit, the procedure is as follows:

- a. *Testing, Remediation, and Reconstruction.* The Residents will bear the expenses associated with testing, remediation and reconstruction of all damaged property, including neighboring units and/or common areas if the damage and/or mold is caused: i) from the roof or

Residents' piping located with the Residents' unit and/or appliances and fixtures including, but not limited to, water heater, condensation lines, sinks, showers, tubs, toilets, dishwasher, refrigerators; ii) the Residents' conduct; and/or iii) the Residents' failure to maintain his or her Unit and/or Exclusive Use Common Areas as required by the Association's CC&Rs and/or *Civil Code*; and/or iv) the Residents' alteration of his or her Unit, Exclusive Use Common Area, or adjoining Common Area; and/or v) the willful misconduct or negligent act or omission of any Resident.

- b. *Relocation.* The Residents will bear the expenses of relocation, loss of use, lost profits, loss of work, and all other such resulting expenses, if any. The Association will give Residents who are displaced from their Unit priority.
- c. *Personal Contents.* Unless otherwise covered by the Association insurance, Residents are responsible for their personal contents, such as, but not limited to, clothing, furniture, mattresses, drapery, etc. If any such items need off site cleaning, dry cleaning, or replacement due to water damage and/or mold, the costs incurred to do so shall be the responsibility of the Residents.
- d. Resident will have seven (7) days from the date of notification by Association that the damage is caused by a separate interest item, to obtain and submit bids for remediation to the Board for consideration. The Board may consider such bids but is not obligated to approve same. The Board has the sole discretion to determine what contractors will be retained to repair the damage.

4. Damage Caused by Association's Actions or Common Area Components.

If it is determined by the Association and communicated to the Resident that the damage has originated from the Association's actions or Common Area components of the Association, the procedure is as follows:

- a. *Testing, Remediation, and Reconstruction.* The Association will bear the expenses associated with testing, remediation, and reconstruction, in its discretion, if the damage and/or mold is caused by a failure in the Common Area, including, but not limited to, common area piping located within the walls of the building structure.
- b. *Upgrades.* Upgrades include, but are not limited to, flooring, wall-paper, custom cabinetry and paint, mirrored walls, etc. that are of a

superior kind and quality from that originally installed, and offered for no additional charge, by the developer. The Association, if obligated, will bear only the cost to repair and/or replace the item as originally installed, and offered for no additional charge, by the developer, i.e. the non-upgraded item. The Resident must bear the difference between the cost of the non-upgraded item and upgraded item.

- c. *Independent Testing and Consulting.* The Association will not pay for nor reimburse any Resident for costs incurred in retaining a third party for mold testing and consulting. The Association will rely solely on its experts' advice. The Association will not pay for nor entertain requests for remediation beyond their experts' advice.
 - d. *Attorney's Fees.* The Association will not reimburse Residents for attorney's fees incurred by the Residents in connection with damage or mold.
5. **Testing.** If the presence of mold is questionable, but suspected, the Association may contact a qualified professional to test the affected area and air for the presence of mold. If necessary, the professional may take samples of, for example, drywall, flooring, wood surfaces, and air. This may require invasive work and other minor destructive testing. If the presence of mold is apparent, the Association will contact a professional to determine the scope of work necessary to repair the damages. Testing for mold may not be necessary. If testing is performed, the Association will obtain from the professional a written report of the types and level of mold found, if any, and an opinion as to whether remediation is necessary and, if so, the exact scope of work necessary to remediate the mold.
 6. **Remediation.** If remediation is necessary, the Association will forward the report and/or scope of work to a professional experienced in the abatement and remediation of mold. Remediation will take place as soon as possible, pursuant to the professional's findings and the scheduling of work. Upon the conclusion of remediation, a clearance test may be performed.
 7. **Vacating Unit.** All Residents, and any pets, are strongly encouraged to vacate the Condominium during remediation. Depending on the extent and location of mold, and whether the affected areas can be contained, occupants and their pets may be permitted to remain in the Condominium during remediation; however, this is not recommended. If the Residents refuse to relocate themselves and their pets, and the remediation and reconstruction may take place while the Unit is occupied, the Residents must sign a release of liability agreement, holding the Association and its directors, officers, and agents harmless from any liability. If relocation is necessary for

the protection of the Residents' health and safety, and all Residents and pets do not vacate, the Association will pursue its available legal remedies, including, but not limited to, seeking a court order ordering the occupants to vacate. Residents will be responsible for the Association's attorney's fees and costs.

8. **Reconstruction.** Upon completion of remediation, a contractor will perform restoration/reconstruction work to the interior of the Unit, Exclusive Use Common Area, and adjoining Common Area as necessary, including, but not limited to, repair and/or replacement work.
9. **Construction Manager.** The Association may, from time to time, engage the services of a construction manager who will oversee the detection and remediation of mold as well as the reconstruction of Units, Exclusive Use Common Areas, and Common Area damaged. Residents must fully cooperate with the Association's construction manager, including, but not limited to, permitting access to the Units, scheduling appointments, etc. All communications must be directed, in writing, to the Association's construction manager.
10. **Application with Governing Documents.** If any provision herein is inconsistent or otherwise conflicts with the Association's CC&Rs, Articles of Incorporation, or Bylaws, collectively herein referred to as the "Governing Documents, the Governing Documents shall take precedence.
11. **Definitions.**
 - a. *Residents.* The term "Residents" as used herein shall include, but not be limited to, any and all occupants of a Unit and the owner of said Unit and any member of his or her family residing in the unit, or any of his or her tenants, guests, servants, employees, contract purchasers, invitees, or occupants of the Unit.
 - b. *Unit.* The term "Unit" as used herein shall include, but not be limited to, that definition contained in the Association's recorded Covenants, Conditions and Restrictions ("CC&Rs"). The term "Unit" shall also be synonymous with the terms "Condominium," "Exclusive Use Common Area" and "Separate Interest" as defined in the CC&Rs and *Civil Code*.
 - c. *Common Area.* The term "Common Area" as used herein shall include, but not be limited to, that definition contained in the Association's CC&Rs and *Civil Code*.

- d. *Non-emergency Situation.* The term “non-emergency situations” as used herein shall include, but not be limited to, any situation wherein damage, potential damage, destruction, or an issue of any sort that does not pose an immediate and clearly identifiable threat to property, health, safety, or welfare of the Resident in the affected unit, the community or the Common Areas of the project.
12. **Modifications to Resolution.** The Association’s Board of Directors may modify, alter, or otherwise deviate from this Resolution at its sole discretion, upon a majority vote.

WARNER CENTER CONDOMINIUMS
A California Nonprofit Mutual Benefit
Corporation

Dated: _____, 2010

By: _____,
President

Dated: _____, 2010

By: _____,
Secretary

CERTIFICATE OF SECRETARY

I certify that I am the duly qualified and acting secretary of Warner Center Condominiums, a California Nonprofit Mutual Benefit Corporation. The foregoing is a true and correct copy of the Resolution duly adopted by the Board of Directors of the corporation at a meeting held on _____, 2010, and entered in the minutes of such meeting in the Minute Book of the corporation. The Resolution is in conformity with the Articles of Incorporation and the Bylaws of the corporation and has never been modified or appealed and is, as of now, in full force and effect.

WARNER CENTER CONDOMINIUMS, A
California Nonprofit Mutual Benefit
Corporation

Dated: _____, 2010

By: _____,
Secretary

WARNER CENTER CONDOMINIUM ASSOCIATION

Satellite Dish and Antenna Policy

Exhibit B

Areas Under a Homeowners Exclusive Use and Control.

(f) **Dishes.** Consistent with the Declaration, Satellite dishes and antennae designed to receive video programming services via multi-point distribution services may be installed in an area under a Homeowners exclusive use or control so long as such antennae and satellite dishes are (i) thirty-six (36) inches or less in diameter, (ii) installed in the least visually obtrusive portion of a Homeowners property where an acceptable quality signal can be received, so long as such installation is not unreasonably expensive, and (iii) either screened from view or painted to match the surrounding area so as to blend in with the surrounding area, so long as such screening or painting is not unreasonably expensive.

(g) **No Installations by Lessees.** Only Owners may install satellite dishes and/or antennae as set forth in this Satellite Dish and Antenna Policy ("**Satellite Policy**"). If an Owner permits its lessee to install a satellite dish or antenna, this Satellite Policy form must be filled out by the Owner of the leased Condominium and such Owner will be responsible for ensuring its lessee complies with all the requirements of this Satellite Policy.

(h) **Notification.** After installing an antenna or satellite dish pursuant to Paragraph (a) or (b) above, the Owner must complete and submit a Notification form to the Association. The Association will inspect the antenna or satellite dish to determine compliance with the above requirements.

(i) **Locations That Are Under a Homeowners Exclusive Use or Control.** In addition to the interiors of the Condominiums, the areas that are under a Homeowners exclusive use or control are the patios or decks (otherwise referred in the Community Handbook and the Declaration as a Homeowners "Outdoor Space"); provided however, that Owners may not penetrate the ceilings, walls or floors of its Outdoor Space for such installation.

Areas Not Under a Homeowners Exclusive Use or Control.

Owners are not permitted to install satellite dishes or antennas in areas that are not under the Homeowners exclusive use or control, including portions of the Common Areas. The satellite dish and antenna policy allows dishes to be placed on the roof provided that it is attached to a mounting block, not the roof. Wiring must be affixed to the corners of the building, and then painted to match the stucco. Any damage to association property or the property of another owner, including but not limited to the exterior of the building, the roof or outdoor spaces will be the responsibility of the owner installing the dish or antenna. In the event of a conflict between this policy and the Declaration, the language of the Declaration shall prevail. (Please see the HOA office to obtain waiver form and instructions.)

All satellite dish and/or antenna installations must comply with this Satellite Policy. By signing below, you acknowledge that you have read this Satellite Policy carefully and represent to the Association that your installation fulfills all the requirements. This form must be submitted to the Association within seven (7) business days of installation of a satellite dish or antenna.

Signature of Owner: _____

Date: _____

Name of Owner: _____

Address: _____

Home Phone: _____

Unit No.: _____

Mobile Phone: _____

WARNER CENTER CONDOMINIUMS HOMEOWNERS ASSOCIATION

Type/Model of Satellite dish or antenna: _____

Diameter of satellite dish: _____

Satellite dish or antenna location: _____

Is a sketch of the proposed location relative to building attached?

Yes No

Is satellite dish or antenna installed on a freestanding base, pole, or tripod?

Yes No

Do any wires or conduits penetrate the window systems or structure?

Yes No

Is satellite dish or antenna screened? Yes No

Is satellite dish or antenna painted to match the Building surface or blend with surrounding?

Yes No

Date of installation: _____

Please send your completed form to the address below:

WARNER CENTER CONDOMINIUMS HOMEOWNERS ASSOCIATION
C/O GENERAL MANAGER
5555 CANOGA AVE
WOODLAND HILLS, CALIFORNIA 91367

WARNER CENTER CONDOMINIUM ASSOCIATION

Balcony Smoking and Nuisance Policy

Exhibit C

The following guidelines have been adopted by the Board of Directors and are in effect as of October 15, 2015.

I. PURPOSE

The Association requires a clear and consistent policy for handling complaints arising from smoking and similar “nuisance” activity on the Unit balconies, and for the enforcement of violations of governing document provisions relating to nuisances, arising from the same.

The following policies are intended to provide clear guidelines and procedures for consistently responding to such complaints, to protect the value and desirability of ownership within the Association.

This policy has been adopted by the Board in the exercise of its duty to maintain, protect and enhance the value of the Project, as well as the property and financial interests of all Owners, by expressing a consistent policy for the Board to address such complaints and enforce the provisions relating to nuisance, consistent with the requirements of the law and the Association’s governing documents.

II. GOVERNING LEGAL AUTHORITY

According to the *Declaration of Establishment of Covenants, Conditions and Restrictions* (the “CC&Rs”), recorded as Document No. 05-848367 on April 13, 2005 in the Official Records of Los Angeles County, “no noxious or offensive activity shall be carried on in any Condominium or any part of the Project, nor shall anything be done thereon which may be, or may become, and annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of such Owner’s respective dwelling Unit.” (Art. 12, Section 12.1.4.)

Pursuant to the CC&Rs, the Board of Directors is authorized to enforce the governing documents, and may, in its discretion, adopt rules and regulations relating to the use of the Association Property and of the Project. (Art. 5, Section 5.1.6.) Moreover, the Board may impose monetary penalties and suspend voting rights and membership privileges for violations of the governing documents.

III. SMOKING AND NUISANCE STANDARDS

Owners may not conduct noxious or offensive activities within their Condominiums, including the balcony and patio areas, and cannot allow use of their balconies to create a nuisance or annoyance to the neighborhood or interfere with the quiet enjoyment of the other Owners' respective Units. Furthermore, the Rules and Regulations specifically prohibit certain nuisance conduct, including smoking anywhere within the Common Areas.

Although smoking and other activities are not categorically prohibited at all times within the Condominiums, including within the balconies and patios, nonetheless such activities may be deemed a nuisance, in violation of Article 12, Section 12.1.4 of the CC&Rs, if the activity becomes an annoyance or nuisance to the neighborhood, or interferes in any way with the quiet enjoyment of other Owners' Units. This requires a case-specific evaluation of the circumstances, frequency, timing, and level of intrusion caused by the complained of conduct.

IV. OWNER COMPLAINTS REGARDING SMOKE

The Board may, but shall have no obligation to, investigate any single complaint by an adjacent Owner regarding drifting smoke, at its discretion. However, in the event that a complaint of drifting smoke regarding a particular Unit is confirmed by more than one complaining Owner, or more than one incident of drifting smoke is complained of within any sixty-day period, the complaint shall be considered a confirmed complaint. The Board, and/or Association staff, shall investigate all such confirmed complaints for conformance with the governing documents, including the CC&Rs and Section III of this policy. Residents lodging complaints are strongly encouraged to submit objective information concerning the circumstances of the incident, including, without limitation, video, expert reports, logs for dates, times and locations for the drifting smoke, the identity or descriptions of any other occupants, residents or owners involved or impacted, and specific documentation of any medical conditions, property damage, or other specific effects of the complained of conduct. The identities of complaining parties may be revealed to other involved parties, if the Board determines, in its discretion, that this is necessary to investigate and/or resolve the complaint.

If the Board and/or Association staff cannot confirm a reported nuisance, through independent, objective evidence (including, without limitation, direct confirmation of the facts through personal inspections, expert reports, video, or similar documentation), the Board may, in its discretion, deem the matter a neighbor to neighbor dispute, or may, but shall have no obligation to, intervene with the parties involved to assist with resolution through internal dispute resolution meetings, or similar efforts. If the Board does conclude that a nuisance, annoyance, or violation exists, the Board may pursue enforcement pursuant to Section V of this policy.

Finally, in determining whether any smoking activity constitutes a "nuisance" for the purposes of this policy, the Board shall consider whether any resident has submitted evidence that the smoke emanating from a particular Unit has caused or exacerbated a

safety or health condition. Upon receipt of such information, the Board of Directors shall investigate and determine whether or not the Board concludes, in its sole discretion, the smoking at issue is a nuisance to the complainant, whether or not it is confirmed by more than one Owner.

V. REMEDIATION OF VIOLATIONS

If the Board deems smoking within any Unit balcony to be a “nuisance,” the Board may issue a “cease and desist” notice to the offending Unit. Such a notice shall be effective until the smoking resident is otherwise advised in writing by the Board of Directors.

Furthermore, Owners found to be in violation of the governing documents are subject to monetary penalties and suspension of membership privileges, including voting rights and the right to use Association recreational facilities, according to the CC&Rs and Rules and Regulations. In the event that the resident’s compliance cannot be obtained through internal disciplinary action, the Association may attempt to obtain a resolution through the Association’s internal dispute resolution procedure, and/or through alternative dispute resolution procedures as described by law.

Furthermore, the violating Unit Owner and/or resident may be subjected to legal action, which may include a lawsuit seeking injunctive relief to abate the nuisance, and which may include an award of the Association’s reasonable attorney’s fees and costs incurred.

WARNER CENTER CONDOMINIUM ASSOCIATION

Filming Policy

Exhibit D

The following guidelines have been adopted by the Board of Directors and are in effect as of October 15, 2015.

The following guidelines must be strictly followed at all times with regard to filming in the community:

1. The Warner Center Condominium Association (“Association”) requires a detailed proposal, including the proposed location of filming, timing of filming and related activities, and names of the filming or production company and persons who will access or otherwise enter upon the Project, to be submitted to Management in writing at least 10 days prior to filming. Any Owner requesting permission to film shall notify the production or film company of this Policy regarding filming within the community and provide the company with a copy of same.
2. Certificate of Insurance for \$1,000,000.00 naming Warner Center Condominium Association, c/o Ross Morgan & Company, 5555 Canoga Avenue, Woodland Hills, CA 91367 shall be submitted to Management not less than ten (10) days prior to filming and prior to the commencement of any and all related activities. The filming and/or production company and/or homeowner requesting to film within the Project shall indemnify and hold the Association and Management harmless for any injuries or damages caused by, arising out of or related to filming or associated filming activities in any way, unless caused by the negligence or intentional act of the Association or its agent.
3. Specifications as to the size of the filming project including number of trucks or other vehicles, amount of time (both days and hours) needed for filming and related activities, number of security personnel, lighting to be used, etc., shall be included in the detailed proposal. If security will not be provided by the requesting homeowner or filming/production company, the Association may determine to provide security at the expense of the production company or homeowner.
4. Personnel or other persons involved in filming or related activities shall not park any vehicle within the Project, but may park off premises and be shuttled to the filming location.
5. A complete list of names of all parties involved with the filming must be provided to management office to be given to the security staff 24 hours prior to event filming. Photo identification will be required. Any persons who fail to provide photo identification and who are not listed at least 24 hours prior to event filming may be escorted off the Project.
6. Filming is permitted only between the hours of 8:00 AM to 7:00 PM Monday through Saturday and filming is NOT PERMITTED on Sunday and any legal holiday.

7. Written approval of all owners in the area that may be impacted by this filming, giving their authorization, must be sought, obtained and submitted to Management at least 24 hours prior to event filming and provided by the production company.
8. At the discretion of the Association's Board of Directors or Management, the filming may be required to be stopped at any time due to non-compliance with Association rules and policies and all persons involved escorted off the premises.
9. Equipment related to filming (or associated filming activities) shall not be stored overnight within the Association or otherwise on association property.
10. The premises shall be left in a clean, sanitary and attractive condition and no alterations to the Project shall be permitted. If any furniture or equipment is moved, same shall be returned to its original condition. Any and all filming areas in the community shall be returned to pre-filming condition immediately after filming concludes at the expense of the production or film company, or otherwise at the sole cost and expense of the requesting homeowner.
11. If filming is to occur in Building 1,2,3,4,5,9 and/or 15 only the service elevator may be used (located in the rear of the building). For all other buildings, moving pads must be hung in all other building elevators, which are supplied by the association, and are to be obtained from security staff. The use of the elevator shall not interfere with the residents' access. Neighboring residents and the Association should not be inconvenienced as a result of the filming or any activity related to filming.
12. A security deposit of \$2,500.00 shall be paid to Warner Center Condominium Association not less than 10 days prior to commencement of filming, which is refundable providing no damage is caused to the Project and so long as the filming area(s) are left in a clean, sanitary and attractive condition as required herein.
13. A fee per day for filming shall be paid to the Association, which daily fee shall either be (a) \$1,000.00 per day, or (b) a fee as otherwise agreed upon between the Board and production/filming company (or requesting homeowner). Payment shall be made payable to: Warner Center Condominium Association, 5555 Canoga Avenue, Woodland Hills, CA 91367. NOTE: The filming fees for long term projects may be set at the discretion of the Board of Directors.
14. The maximum time permitted for filming is two consecutive days. The Board of Directors may, in its sole discretion, allow filming for extended periods of time.
15. A listing of all outside vendors and contractors must be submitted prior to filming and must provide valid proof of insurance and license information.
16. The approval of all filming is at the discretion of the Board of Directors of the Association.
17. Should the production/filming company fail to comply with any of the foregoing, the security deposit shall be forfeited to the Association, which determination may be made by the Board in its sole discretion.

Exhibit E

**WARNER CENTER CONDOMINIUMS
HOMEOWNERS ASSOCIATION**

A California Non-Profit Corporation

ELECTRIC VEHICLE CHARGING STATION POLICY

The Warner Center Condominiums Homeowners Association ("Association") has created the following information and hereby imposes the following requirements relating to the installation of Electric Vehicle Charging Stations ("EVCS") on or at the Association property.

The California Civil Code Section sets forth various restrictions and guidelines for the installation of EVCS, which the Association and its Owners, Residents and Tenants are obligated to observe. The EVCS restrictions and guidelines applicable to the Association are as follows:

- The EVCS must meet all applicable health and safety standards and local permitting requirements;
- The Association must approve the EVCS prior to installation;
- The installing Owner must agree in writing to comply with architectural standards, employ a licensed contractor, provide appropriate insurance, and pay for the electricity usage;
- The installing Owner must agree, on behalf of himself/herself and his/her successors in title, to be responsible for damage resulting from the installation, maintenance, repair, removal or replacements of the same, as well as the costs of electricity, and maintain proper insurance at all time;
- The installing Owner will provide the Association with the plan and specifications for the EVCS System;
- The installing Owner installs, keeps, maintains and operated the EVCS System and all of its associated components in good condition and repair, at his/her sole

expense;

- Owner shall ensure the following requirements of their chosen Contractor(s) for installation of the EVCS System:
 - Contractor must maintain insurance meeting the following requirements:
 - General Liability Insurance for which the Association shall be a certificate holder and naming the Association and Ross Morgan & Company, Inc. ("Management") as an additional insured on a separate endorsement page, providing minimum coverage of one million dollars (\$1,000,000.00) per occurrence, and including "completed operations" coverage;
 - Automobile Insurance providing minimum coverage of one million dollars (\$1,000,000.00) per accident; and
 - Worker's Compensation Insurance accompanied by a waiver of subrogation; and
 - Contractor must guarantee installation free from any lien; and
 - Contractor must file a written notice, signed and verified by the installing Owner or his agent, stating the date of completion, the name and address of the installing Owner, a description of the site, and the name of the Contractor ("Notice of Completion") in the format prescribed by Civil Code Section 3093, upon completion of all necessary work to install the EVCS System;
- If, at any time, the EVCS System becomes non-operational, or in the event of the Owner moving or terminating service to the EVCS System, the EVCS System and all associated components shall be removed by and at the sole cost of Owner, by the use of an approved licensed contractor, and the related electrical power wiring shall be terminated and/or removed in compliance with all applicable building codes, ordinances, laws, and requirements of the CC&Rs; or, if Owner fails to so remove the EVCS System, then the same may be removed by the Association, upon at least twenty (20) days prior written notice, the cost of which shall be imposed upon the installing Owner pursuant to the assessment provisions of the Declaration;
- If the EVCS System is procured by lease, the lease agreement must contain a provision which provides that said system will be removed by the lessor at the end of its useful life, or immediately upon Owner's abandonment of same;
- Any additional maintenance required to the Property's parking areas, any Unit, or other Property, as a result of the installed EVCS System, shall be performed and/or paid by the Owner at his/her sole cost and expense;
- Any and all costs associated with the maintenance, repair, and replacement of the EVCS System, and any associated components, shall be borne solely by the

Owner;

- Any repairs made to the installation site must be made to aesthetically match the adjacent parking areas;
- Owner agrees to pay all costs incurred in remedying any damage caused by the EVCS System or by Owner's failure to maintain the same in good repair, and any resulting damages, including but not limited to injury, damage or loss to any other person(s) or property, and any costs necessary to reconstruct any property so damaged.
- Owner agrees to obtain separate electrical service for the EVCS, and to pay all costs of electricity usage pursuant to the terms of the applicable agreement between Owner and the appropriate electrical utility provider.
- Owner agrees to disclose to prospective buyers, and by this Covenant and Agreement do constructively disclose to the same, the existence of the EVCS System and all responsibilities of Owner appurtenant thereto.
- Owner agrees to maintain, or to have maintained on Owners' behalf, an umbrella liability coverage policy in the amount of \$1,000,000.00 covering the obligations of the Owner as set forth herein, naming the Association and Management as additional insureds under the policy with a right to notice of cancellation.
- Owner agrees to indemnify, defend and hold harmless the Association and Management, and their respective officers, directors, agents, employees, insurers, and attorneys for all costs, including, but not limited to, reasonable attorney's fees, in connection with any and all claims, demands, judgments, settlements, and actions whatsoever arising out of the installation and/or existence of the EVCS System (or the Board's approval of same) and/or damages and resulting damages caused by the EVCS System, or to enforce the terms of this Agreement.
- Any and all Owners wishing to install an EVCS shall enter into an agreement and covenant with Association, which will be recorded in the Los Angeles County Recorder's Office so as to provide notice to all subsequent Owners;
- Owners shall otherwise comply with all provisions of California Civil Code Section 1353.9 and applicable California law.

Should an installing Owner fail to install, repair and maintain its EVCS in accordance with the association's governing documents and/or California law and Building Codes, the Owner must allow the Association and its agents access to the

EVCS to effectuate repairs and prevent any damage to the Common Areas or other Condominiums. The cost of such repairs, if such repairs are deemed the responsibility of the Owner, will be charged to the Owner in the form of an Enforcement Assessment in accordance with the governing documents of the Association and Civil Code §1366 and §1367.1.

WARNER CENTER CONDOMINIUM ASSOCIATION

Code of Conduct

Exhibit F

The following guidelines have been adopted by the Board of Directors and are in effect as of October 15, 2015.

This Code of Conduct is implemented with the purpose of protecting and advancing the interests of all the members and residents of Warner Center Condominiums ("Association"). This Code of Conduct is mandatory for and binding on all Owners, residents, tenants and visitors of the Association.

A. CODE OF CONDUCT – COMMON AREAS

- The Common Areas in the Association are available for members, residents, and guests to use and enjoy, subject to the right of other members, residents, and guests to the peaceful enjoyment of said property.
- All members, residents, and guests are expected to deal with each other and with the Board of Directors, property management representatives, employees of the Association, and other agents in an open, honest and respectful fashion.
- Members, residents, and guests will treat all Board members, property management representatives, staff members, employees and other homeowners with dignity and respect. There will be no tolerance for abuse, derogatory remarks, personal insults, threats, harassment or any form of discrimination.
- Be respectful of others. Members, residents, and guests should allow others the opportunity to speak their opinions, without interruption.
- Members, residents, and guests must not unreasonably interfere with Association business, including, but not limited to, those activities delegated to management, staff and employees.
- Willful or negligent activity or communication, including words, sounds, and gestures, which could be or are interpreted to be loud, obnoxious, offensive, a nuisance, an annoyance, or a threat, is strictly prohibited.
- Addressing any member, resident, guest, Board member, property management representative, Association employee, or agent with an implication of threat, epithets,

derogatory comments, or statements meant to demean or imply violence to individual or their property is strictly prohibited.

- Likewise, unwanted or offensive touching, throwing objects at or in the direction of another, making threatening movements toward another, or striking another with their body or an object is strictly prohibited and may be reported to law enforcement.
- In the event of the commission of any of the above prohibited activities, the Association or any member, resident, guest, Board member, property management representative, Association employee, or agent may summon civil authorities and file a civil complaint for harassment, defamation, assault, battery, or the like. In addition, the Board of Directors may impose discipline against the offending person pursuant to the Association's Governing Documents.

B. BOARD & MEMBERSHIP MEETINGS

Members must be respectful to one another and to the Board, Officers, Manager, and other attendees at any Board or membership meeting, to ensure that business is carried out in an orderly and expeditious fashion during meetings. Member comments may be limited in time, must be in clear and simple terms, and must avoid repetition, disruptive behavior, profanity, personal attacks, rhetorical concerns discussed by the same person, or harassment. Member comments or questions may be briefly responded to by a Board member or staff, in his or her sole discretion, or may be deferred for private or future response.

A Homeowner Forum will be held at the beginning, middle or end of the meeting, at the discretion of the Board. Members may address any item under the jurisdiction of the Board during this time, subject to the following:

- Members shall not speak until recognized by the meeting chair.
- Member comments will be limited to a maximum of three (3) minutes.
- Address all comments to the meeting chair.
- No interrupting anyone who validly has the floor.
- No speaking twice until everyone has spoken on any one issue.
- Obey all rules set by the meeting chair.
- No personal oral attacks.
- Behave courteously and refrain from threatening or crude language.

- Audio and video recording of Member and Board meetings is prohibited, unless with prior approval by the Board in writing. To be considered by the Board, any request to audio or video record a meeting must be received by the Association not less than ten (10) business days prior to the meeting date. Note: the Board reserves the right to audio or video record any meeting in its discretion, which recording will be disclosed to the meeting participants at the beginning of a meeting to be recorded, but may be done without prior written notice to the membership.

Non-compliance with the foregoing will result in the Board proceeding as follows:

- If the Chair determines that the Member is out of order, he/she will request their compliance with the code of conduct.
- If the non-compliance continues, the Board will ask the Member to leave the meeting in order to restore order.
- If the Member refuses to leave, the Board will take a recess of 5 to 30 minutes, or as necessary, in order to restore order. During that time, the non-compliant Member may be escorted out of the meeting by security or law enforcement.
- If order is not restored after the recess, the Board will adjourn the meeting.
- If the meeting is held in the Common Area, members may be subject to discipline, including, without limitation, imposition of monetary penalties and the suspension of membership privileges for any violation(s) of these policies as permitted under the Governing Documents, including, without limitation, the Association's enforcement policy and/or fine schedule.

C. DIRECTOR CONDUCT

Directors should be respectful to one another and to Members, to ensure that business is carried out in an orderly and expedient fashion during meetings. Directors should respect the Association's parliamentary rules, policies, practices, and decorum. The Board may adopt further specific rules to govern conduct during meetings, the violation of which may result in a director's or officer's involuntary recusal pursuant to the Association's Governing Documents and applicable law, and may result in discipline pursuant to the Governing Documents and applicable law.

WARNER CENTER CONDOMINIUM ASSOCIATION

Event Deck Registration Agreement

Exhibit G

The following guidelines have been adopted by the Board of Directors and are in effect as of October 15, 2015.

The Warner Center Condominiums (“Association”) desires to permit Residents the opportunity to reserve Event Deck space for baby showers, birthday gatherings, and other social events with family and friends. The Event Deck may be reserved for a minimum of one (1) hour, and a maximum of four (4) hours, from 10:00 a.m. through 10:00 p.m., seven days a week. No more than fifteen (15) guests are allowed in the Event Deck at any time. The reservation includes use of the Event Deck area, which is limited to the gated area just adjacent to the pool and gym, and the existing Event Deck furniture. Residents may also use their own furniture, however, the Association assumes no liability for any damage to (or caused by) any Resident’s property. Also, the reservation does not include pool use (which is limited by the Rules and Regulations). The Unit Owner is responsible for any damage caused by, or actions of, his or her Tenants, Guests, and other Residents of the Unit. (*Community Handbook*, Part II.Q.1.)

At the time of making the reservation, Resident must tender to the Association a \$350.00 refundable deposit. Resident is required to clean up the Event Deck area at the end of the reservation, leaving it in the same condition as provided. The deposit will be returned to Resident within five (5) business days after the reservation date, less any expenses for cleaning or repairing any damage caused by Resident and/or their guests.

The undersigned Resident and Owner hereby agree to release all claims and demands, rights and causes of action for personal injury or property damage of any kind that may arise from use of the Event Deck. The undersigned further agree to hold the Association and its officers, directors, employees and agents harmless, and to indemnify them for and against any claim, lien or cause of action arising from or out of the conduct of the Resident, the Resident’s guests, agents or any others. The undersigned also agree to pay any other costs and expenses which may be incurred by the Association to enforce this Agreement, or in the defense of any action arising from the use of the Event Deck, including reasonable attorneys’ fees. Further, the undersigned hereby agree to pay for the costs to clean and/or repair any damage caused by him/her and his/her guests, whatsoever, to personal or real property, including, but not limited to, the Event Deck and associated equipment, not addressed by Resident. Finally, the undersigned agree to return the Event Deck in the same condition received, less reasonable wear and tear.

I, _____ (“Resident”), I, _____ (“Owner”), understand and agree to the foregoing. understand and agree to the foregoing.

Signature: _____ Signature: _____

Date: _____ Date: _____

Address and Unit Number: _____

Date and Time Frame for Reservation: _____

DATE DEPOSIT RECEIVED: _____ By: _____

DATE RETURNED: _____ AMOUNT RETURNED: _____

WARNER CENTER CONDOMINIUM ASSOCIATION

Clubhouse Rental Agreement Form

Exhibit H

The following guidelines have been adopted by the Board of Directors and are in effect as of October 15, 2015.

Today's Date _____

Homeowner(s) Name: _____

Property Address: _____

Mailing Address (if different from above): _____

Phone: _____

E-mail Address: _____

Only if applicable:

Tenant's Name: _____

Phone: _____

E-mail Address: _____

Event Date _____ Start Time: _____ End Time: _____

Type of Event: _____

At the time of making the reservation, Resident must tender to the Association a rental fee of \$150.00, \$350.00 security deposit and provide a certificate of insurance naming the association as an additionally insured. Resident is required to clean up the Clubhouse at the end of the reservation, leaving it in the same condition as provided. The deposit will be returned to Resident within five (5) business days after the reservation date, less any expenses for cleaning or repairing any damage caused by Resident and/or their guests.

The undersigned Resident and Owner hereby agree to release all claims and demands, rights and causes of action for personal injury or property damage of any kind that may arise from use of the Clubhouse. The undersigned further agree to hold the Association and its officers, directors, employees and agents harmless, and to indemnify them for and against any claim, lien or cause of action arising from or out of the conduct of the Resident, the Resident's guests, agents or any others. The undersigned also agree to pay any other costs and expenses which may be incurred by the Association to enforce this Agreement, or in the defense of any action arising from the use of the Clubhouse, including reasonable attorneys' fees. Further, the undersigned hereby agree to pay for the costs to clean and/or repair any damage caused by him/her and his/her guests, whatsoever, to personal or real property, including, but not limited to, the Clubhouse and associated equipment, not addressed by Resident. Finally, the undersigned agree to return the Clubhouse in the same condition received, less reasonable wear and tear.

I, _____ ("Tenant"),
understand and agree to the foregoing.

Signature: _____

Date: _____

I, _____ ("Owner"),
understand and agree to the foregoing.

Signature: _____

Date: _____

Office Use Only

Received by: _____

Rental fee received - \$150 (date) _____ (check #) _____

Security deposit received - \$350 (date) _____ (check #) _____