

CAMMARATA MANAGEMENT, INC
•ASSOCIATION MANAGEMENT•

October 1, 2019

To all Homeowners @
531 Esplanade HOA
531 Esplanade
Redondo Beach, CA 90277

Re: 531 Esplanade Homeowners Association
Approved Revised Parking Storage Regulation
Approved New Storage Fine Policy
Updated Association Rules & Regulations

Dear Homeowner,

A letter dated July 23, 2019 was sent out to all homeowners to propose a change in the Association's Rules and Regulations pertaining to parking storage and associated fines. The vote on this proposal was taken at the board meeting held on Tuesday, October 1, 2019 and the Board subsequently voted in favor of the rule amendment by a vote of 5-0.

The following language for the revised Rule A, Paragraph 20 is **effective October 15, 2019**:

20. *Nothing may be stored in the assigned parking spaces, other than bicycles, locked shopping carts, surfboards and related watersport items; exclusion of articles stored in an approved storage cabinet.*

The following language for the revised Rule K, Paragraph 4 is **effective October 15, 2019**:

4. *If an owner/resident violates any portion of Rule "A20," the following procedure will be followed:*
- a. There will be no warning letter*
 - b. First violation or offense: A fine of \$100 will be assessed*
 - c. Subsequent continued violation or offense by the same owner/resident: A fine ranging from a minimum of \$300 to a maximum of \$500, determined by Board of Directors, will be assessed*

Please review the enclosed Rules & Regulation package and return the signed Exhibit A to Cammarata Management by **November 1, 2019**.

Sincerely,

531 Board of Directors

Board of Directors

Enclosures

cc: CMI File
Board Members

531 ESPLANADE ASSOCIATION
RULES AND REGULATIONS
Revised and Effective October 15, 2019

To All Association Members:

These Rules and Regulations are published to protect the interests of all owners and residents. Compliance with these Rules and Regulations will result in the peaceful enjoyment of the building, increased property values, and reduced maintenance expenses. Violations are subject to fines and costs of repairs, as well as increased HOA fees and possible special assessments. Your cooperation is therefore appreciated. If ever you are unsure about a rule, please contact a Board member or attend a Board meeting for clarification.

Thank you,
531 Esplanade Association Board of Directors

Special Note: If you lease out your unit, please provide your tenant with a copy of these Rules and Regulations.

A. Common Areas

1. The unit owner has private ownership of the inside of the unit (“paint to paint”). Everything else is common area, including lobbies, hallways, elevators, stairwells, garages (including parking spaces), pool and spa area, recreation room, gym, party room, sun deck, driveways, lawn areas, walkways, party walls, ceilings, floors, and residential balconies. The unit owner may not alter the common area in any way (including construction of storage units in the parking spaces) without express written consent from the Board. Violation of this rule will result in the unit owner being required to restore the common area to its original condition.
2. Unit owners are held responsible for the actions of tenants, guests, contractors, and all others who are invited onto the property at all times, whether or not the unit owner is present.
3. Obstruction of walkways, lobbies, driveways, parking entrances and exits, stairwells, and hallways is prohibited.
4. Noise caused by radios, televisions, stereos, musical instruments, parties, etc. shall be at a level that will not disturb others. Neighbors have the right to call the Redondo Beach Police Department if disturbed by excessive noise.
5. When repairs to plumbing inside a unit are required, a 24-hour notice must be given to the maintenance staff, so the water can be turned off if necessary. Emergencies do not require 24-hour notice.
6. No signs shall be posted in windows.
7. Only patio furniture and plants may be kept on the residential balconies.
8. No towels, clothing, or other items may be hung from the balcony railings.
9. Do not leave footwear in the hallway outside the unit door.
10. Secure all garbage and refuse in plastic bags before throwing down the trash chute. Do not throw loose newspapers down the chute. Newspapers, bottles, and other recyclables should be placed in the appropriate bin on the G-1 level. Boxes or large items must be broken down and deposited in the trash dumpsters on the G-1 level.
11. Residents must make arrangements for removal of all items too large to be placed in the trash dumpsters, e.g., appliances, furniture, mattresses, packing boxes, etc.

12. Water damage caused by an inside-unit water line, toilet, fixture, appliance, faucet, or water tank is the liability of the unit owner. When replacing the hot water tank, drain the old tank before removing it from your unit. The old tank must be removed from the building via the garage level.
13. Do not hose down the balconies, as water will run off. Balconies may be mopped. Flower pots on balconies must have pans underneath to prevent drainage off the balcony.
14. Small or light objects including ashtrays, small pots, or glasses should not be placed on the balcony, where they can fall or be blown off.
15. Residents and their guests are not permitted to borrow or remove any equipment, furniture, or other property from the common areas.
16. Residents are allowed to park only in their allocated space or spaces. Violators will be towed at their expense.
17. No vehicle belonging to a resident or guest may be parked in such a manner as to impede or prevent ready access to garage entrances, exits, or to another parking space. The vehicle must be confined within the area of the allocated space or spaces.
18. Residents are responsible for the immediate clean-up of oil or grease from the garage floor within their parking spaces. An oil pan must be used underneath a vehicle that leaks, no matter how slightly.
19. Work on a car, motorcycle, etc. may be performed only in the assigned parking space in the garage. Only minor maintenance is allowed. Clean up immediately upon completion. No inoperable or unlicensed vehicles are permitted in assigned spaces or anywhere in the common areas.
20. Nothing may be stored in the assigned parking spaces, other than bicycles, locked shopping carts, surfboards and related watersport items; exclusion of articles stored in an approved storage cabinet. (Effective Oct. 15, 2019)
21. Keep all common area doors, including exit doors and stairwell doors, secured at all times. Upon entering or leaving, make sure the door is fully closed. Do not allow contractors or anyone else to prop the doors open. This rule is for our safety and security.
22. Do not allow someone into the building whom you do not know.
23. Any repair of damage and/or clean-up required to the building, equipment, or other common area property caused by a resident, their family, guest, pet, employee, or contractors will be billed to the unit owner.
24. Use of For Sale or For Lease signs on the building yard arm must comply with the attached sign rules. Signs that do not comply will be removed.
25. Shirts or cover-ups and footwear are required in the common area, except in the pool, sun deck, and gym areas. Anyone returning from the pool or the beach should be dry and free of sand before entering the building.
26. Shopping carts must be returned to the G-1 storage area immediately after use. Shopping carts are not permitted on the unit balconies or anywhere else in the common area.
27. No barbecues are allowed on the pool deck or the sun deck. Only covered barbecues are permitted on resident balconies.
28. No smoking of any kind is allowed, including but not limited to, tobacco and marijuana, in any common area and/or on residential balconies and patios. If smoking inside a unit, do not open the hallway door to allow smoke to permeate into the common area. (Effective Apr. 1, 2019)
29. Christmas trees must be bagged both when brought into and out of the owner's unit.
30. No decorations, statues, plants, etc. may be placed in any common area by a resident, unless approved by the Board, except for a wreath or ornament that may be hung from the unit door. Doormats should be placed inside, not outside, the unit.

B. Television

1. No one is authorized to remove or cover the television system wall plates. Do not connect anything to them except television sets and related television equipment (VCR, DVD, etc.). Improper use or repair of the outlet in your unit can affect other units. If you make any improper modification to the television wall plates in your unit, you will be charged for correcting the problem. If you have any questions about the television wall plate, you may contact the management company.

C. Swimming Pool, Spa, and Pool Deck Areas

1. Hours for the pool and spa are 8:00 A.M. to 10:00 P.M. The door from the lobby to the pool area automatically locks at the closing time.
2. The swimming pool, spa, pool deck, and pool room are for the exclusive use of the unit owners (or their tenants) and their invited guests (with a maximum of four guests per unit at any time, unless prior approval has been secured from the Board).
3. Residents are responsible for their guests at all times.
4. No boisterous or rough play is permitted in the pool, spa, or pool deck areas. This includes running and playing ball. Please keep the noise level down, as not to disturb others (units on the south side and the adjacent building can hear noise from the pool area).
5. No more than six people may occupy the spa at one time.
6. No person in diapers may use the pool or spa.
7. Pets are not allowed in the pool deck area.
8. For safety, children under 14 must be closely supervised by an adult at all times. Supervision means being in close proximity and maintaining a watchful eye.
9. No glassware (bottles, glasses, cups, etc.) is permitted in the pool, spa, or pool deck area. Use plastic or paper containers.
10. Trash must be placed in a proper receptacle. If no receptacles are on the pool deck, carry the trash in with you.
11. Consideration of your neighbors must always be exercised in the pool, spa, or pool deck area.

D. 11th Floor Party Room, Gym, and Sun Deck

1. Hours for the 11th Floor common areas are 8:00 A.M. to 10:00 P.M.
2. The gym and sun deck are for the exclusive use of the unit owners (or their tenants) and their invited guests (with a maximum of four guests per unit at any time, unless prior approval has been secured from the Board).
3. For safety, children under 14 must be closely supervised by an adult at all times. Supervision means being in close proximity and maintaining a watchful eye.
4. Residents and their guests are required to adhere to any special rules that may be posted.
5. When using the gym, take care not to drop weights or make unnecessary noise that may disturb your neighbors. After using weights, return them to their rack or storage place.
6. No access is permitted on the roof beyond the sun deck.
7. The Party Room is kept locked, but may be reserved for private parties, subject to the following conditions:
 - a. Unit owners must make a written request to the management company at least two weeks in advance, stating the date, time, and number of guests. A security deposit of \$500.00, payable to 531 Esplanade Association, must accompany the request.
 - b. The Party Room may be opened for parties as early as 9 A.M. and must be closed at 10 P.M. You must have the room cleaned and everyone out by the closing time.

- c. Clean-up of the Party Room must be completed at the conclusion of the party. If required, the security deposit will be applied toward any clean-up not properly taken care of by the owner.
- d. The unit owner will be charged for any repairs or damages.

E. Pets

1. A limit of two household pets may be kept in a unit unless approved by the Board.
2. In the common areas, pets must be on a leash or in a cage at all times.
3. Pets are not allowed in the pool room, on the pool deck, or on the 11th floor.
4. Owners are responsible for assuring that the pet does not interfere with the quiet enjoyment of the building by other unit owners.
5. Owners are responsible for pets brought into the building by tenants, relatives, or guests.
6. Pet debris (e.g., kitty litter) must be bagged before throwing it down the trash chute.
7. Owners are responsible for immediately cleaning any litter from the pet in the common area, including residential balconies.
8. No pet may be kept that creates an annoyance (CC&R 8.10).

F. Moving

1. Move-ins and move-outs must be scheduled with the management company at least ONE WEEK prior to the move, so that proper arrangements can be made. A move-in or move-out occurs when any individual or individuals move into or out of a unit.
2. Moving into or out of the building is not permitted on Saturdays, Sundays, or holidays.
3. Moving into or out of the building must be conducted Monday through Friday between 8:00 A.M. and 4:00 P.M. Movers must have all their equipment out of the building by 4:30 P.M. No exceptions will be made.
4. The fee for moving into the building is \$400.00. The fee for moving out of the building is \$400.00. (Effective Aug. 1, 2016). The owner of the unit will be billed for any move-in or move-out fee. At the discretion of the Board, if a move-in or move-out does not involve the moving of furniture or other large items, the implementation of a "Change of Occupancy" fee in lieu of a move-in/move-out fee in the amount of \$300 for tenants moving in or out of the building without furniture and with luggage only will be charged. (Effective Dec. 1, 2017).
5. During the moving time, the south elevator will be assigned for the exclusive use of the move. Elevator pads and other protective equipment will be provided and must be used. The north elevator is prohibited for use during moving.
6. The main lobby doors may be propped open only when the moving personnel are in the lobby area actually moving items. The doors may not be left open unattended.
7. Before and upon completion of a move, a walk-through inspection of the common area used for the move will be made by the maintenance staff to determine if any damage was caused by the move.
8. If there is damage, a cost will be determined and billed to the owner.
9. New residents must provide their phone number to the management company. The necessary information will be provided to the maintenance staff for the placement of your name on the telephone register and coding your phone number into the telephone system.
10. Rules F-3 and F-5 also include the delivery or removal of furniture or large appliances, whether or not associated with a move-in or move-out. (In such cases, notice to the maintenance staff the prior day is required.)
11. Any violation to the moving rules will result in an automatic fine of no less than \$500.00 in addition to the move-in/move-out fees and any damages assessed. This policy will be strictly enforced. (Effective Aug. 1, 2016).

G. Contractors and Remodeling

1. Contractors and other workers performing services within the units must conduct all work between the hours of 8 A.M. to 4:00 P.M. Monday through Friday. No weekends or holidays. Contractors and workers must begin clean-up early enough so they are out of the building by 4:30 P.M. In addition, any construction or remodeling within units performed by owners, their relatives, friends, or guests, must be performed during the same hours of 8:00 A.M. to 4:00 P.M. Monday to Friday.
2. All interior remodeling must be approved by the Board of Directors. An application form is available from the management company. Any proposed remodeling that involves changing of walls or other structural alterations may require, at the Board's discretion, a structural engineering report, at the unit owner's expense. Further, the Redondo Beach Municipal Code requires that the unit owner must obtain a city permit for any work that requires one and the unit owner must provide a copy to the Board.
3. If the construction or remodeling requires bringing into the building any large or awkward equipment or materials, the owner must notify the maintenance staff the day before, so that the elevator may be padded. Failure to provide prior-day notice may result in the contractors being denied permission to enter the building.
4. The following restrictions shall be observed by each Owner, and the Owner's tenants (Effective Jul. 12, 1999):
 - a. At least seven (7) days in advance of the date the work is scheduled to begin, the Owner of the Unit shall (i) notify the Association of the construction start date; and (ii) provide the Association with a security deposit of \$1,000.00. This deposit shall not accrue interest.
 - b. The Owner shall notify the Association when the construction is completed and the Association's managing agent shall walk the common area route from the Owner's Unit to the exterior of the project to identify any damage to the Association's common area which may have been caused during the construction.
 - c. The Association shall refund the security deposit, less any deductions for damage and/or cleaning to the Association's common area caused by Owner, Owner's tenants, and/or contractors, to Owner within fourteen (14) days after the completion date; provided that the Association shall be entitled to a reasonable extension of time should it take the Association more than fourteen days to obtain an estimate to repair the damage.
 - d. The remedy provided for herein shall be in addition to any remedy contained in the Association's governing or at law with respect to damage to the Association's common area.
5. Contractors and workers must take utmost care not to cause damage to any common area (e.g., walls, carpet, tile, etc.). For example, contractors may need to put down protective paper or plastic on the common area floors. Owners will be billed for any damages.
6. If an owner needs to provide parking space for a contractor or worker, the only space available is the owner's assigned parking space in the garage. Be sure to adhere to the height restrictions for entry of vehicles into the garage. Driveways are not to be blocked at any time. Any vehicle left in the driveway will be towed away at the unit owner's expense.
7. Fire sensors on the ceilings of residential units should not be removed or tampered with, as they can be set off and the Fire Department will respond. Check with the building manager before doing any work on or near the fire sensors.

H. Deliveries

1. Residents expecting delivery of UPS, Fed Ex, special delivery mail, furniture, appliances, etc. shall be solely responsible for accepting delivery. The maintenance staff is prohibited from accepting deliveries. If you will not be home, make arrangements with a neighbor.

I. Emergency Exits

1. Any emergency exit with a posted armed alarm may be used only in the case of fire or a life-threatening emergency.
2. If anyone is found violating the use of an alarmed emergency exit, the unit owner will be fined \$1,000.00.

J. Maintenance Staff

1. The maintenance staff is prohibited from performing work for any resident inside of his/her unit, except for a common area problem. The maintenance staff is instructed to diagnose the problem and then report it to the management company. If water-related, the maintenance staff may need to turn off the water to that particular stack of units.

K. Damage and Fine Policy

1. If an owner is responsible for a damage violation, the management company will send the owner a letter and bill for the damage.
2. If an owner is responsible for a non-damage violation, the following procedures will be followed:
 - a. First Violation: Owner shall receive a Notice of Non-Compliance (written notification from the management company), with a request to comply within a specified time frame; provided, however, if the Board determines that the violation is egregious in nature, is of a prominently posted rule, and/or occurs after a verbal warning from the Board or an agent of the Board, the Board may forego a warning letter and proceed to impose a monetary penalty against the Owner, after notice and hearing as provided for in sub-section (b), below.
 - b. Second Notice of Non-Compliance: Owner will be notified of the right to a hearing and a date and time for the hearing, which hearing will take place no earlier than 10 days after the date of the Second Notice, as well as the Board's intent to impose a monetary penalty against the Owner. At the hearing, the Owner shall have the right to present a statement of defense and supporting witnesses. If the owner fails to appear for the hearing or submit a statement of defense to the Board of Directors in advance of the hearing, the foregoing rights will be waived. If it is determined by the Board of Directors that the violation(s) did occur as alleged, a fine shall be assessed against the owner. The amount of the fine to be levied by the Board of Directors will depend on the severity and/or frequency of the offense. The fines shall range from a minimum of \$50 to a maximum of \$500. For a violation requiring a remedial action by the Owner, the fine may be imposed daily or weekly until the violation is corrected. Owner will be notified of disciplinary action taken by the Board of Directors within 15 days following the action.
 - c. Third Notice of Non-Compliance: Written notification from legal counsel, with demand to comply within a specified time frame.

3. If an owner violates any portion of RULE "L", the following procedures will be followed (Effective Oct. 5, 2017):
 - a. There will be no warning letter.
 - b. First Violation or offense: A fine up to a maximum of \$2000 will be assessed.
 - c. Second Violation or offense by the same owner: A fine up to a maximum of \$3000 will be assessed.
 - d. Third violation of offense by the same owner: A fine up to a maximum of \$5000 will be assessed.
4. If an owner/resident violates any portion of RULE "A20," the following procedure will be followed (Effective Oct. 15, 2019):
 - a. There will be no warning letter
 - b. First violation or offense: A fine of \$100 will be assessed
 - c. Subsequent continued violation or offense by the same owner/resident: A fine ranging from a minimum of \$300 to a maximum of \$500, determined by Board of Directors, will be assessed

L. Lease Restrictions Policy

1. For all unit owners, prior to the effective date of this rule (Oct. 5, 2017), no unit shall be rented or leased for a period of less than thirty (30) days. For all owners whose purchase of a unit is effective as of the effective date of this rule (Oct. 5, 2017), no unit shall be rented or leased for period of less than six (6) months.
2. The Board of Directors reserves the right to grant an owner a waiver or limitation of the requirements of this rule in the case of a financial hardship. The determination of whether a hardship exists is within the sole discretion of the Board of Directors, which shall exercise its discretion in good faith and in a nondiscriminatory fashion.
(Effective Oct. 5, 2017).

In Conclusion:

These Rules and Regulations are intended to make living at 531 Esplanade a pleasure for everyone and to maintain the value of our real estate investments.

The ultimate responsibility for keeping 531 Esplanade a premier condominium building rests not with the Board of Directors, but with each and every unit owner and tenant.

Please note that these Rules and Regulations do not replace, change, or supercede the By-Laws or the Covenants, Conditions, and Restrictions (CC&R's). They do have the same status of law and enforceability. Remember, it is the responsibility of each of us to do our part in observing the Rules and Regulations. Thank you for your cooperation.

Addendums:

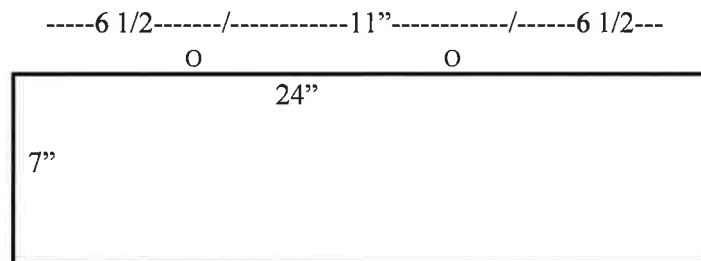
- **Real Estate Sign Rules**
- **Common Area Key Distribution Policy**
- **Contractors & Remodeling Restrictions**
- **EXHIBIT "A" Rules Acknowledgement**

531 ESPLANADE ASSOCIATION

SIGN RULES

Due to the limited space available for signs the following rules are necessary.

1. All signs used by owners or Realtors for the sale or lease of units at 531 Esplanade must be of uniform and color. A yard arm is provided in the front of the building for the purpose of handling the sign.
2. Only one sign may be used per unit offered for sale or lease.
3. No signs shall be posted in windows.
4. Only one sign per Real Estate Company may be displayed on the yard arm.
5. No other signs shall be permitted on the yard arm or on the premises except for one open house sign during the hours that a unit or units are open for display.
6. The open house sign must be either 18" x 24" or 12" x 36" in size.
7. The sign may indicate open house only with no name of the company.
8. No flags, balloons, etc., are permitted on the premises at any time.
9. Signs may be displayed only while a unit is actively offered for sale or lease. They must be removed when the unit has been sold, leased, the listing expires or the listing is canceled.
10. If an agency has units for sale and for lease, then the one sign should indicate "Sale/Lease".
11. The Association has provided a box to house the lock boxes.
12. The lock boxes must be removed when the property is sold, leased, the listing expires or the listing is canceled.
13. Signs not meeting the sign rules will be removed.
14. The owners of the unit may be fined for violations of the sign rules.
15. The sign color shall be brown background with gold lettering.
16. The sign shape, dimensions and mounting brackets shall be as shown below:



Adopted: February 1976
Revised: February 1994
Board of Directors of the 531 Esplanade Association



Ocean Plaza

531 ESPLANADE ASSOCIATION

OCEAN PLAZA BOARD OF DIRECTORS MEETING

January 15, 2019

NEW REGULATIONS FOR DISTRIBUTION OF NEW KEYS

- a. When there is a change in ownership the two keys must be either returned to the building manager or placed in escrow for transfer to the new homeowner.*
- b. Any owner requesting extra keys must pay a \$100 deposit to the HOA per key.*
- c. If a tenant requests an extra key, the owner must send a letter of authorization for the key to be released to the tenant, accompanied by a check for a deposit of \$100 for each tenant key.*
- d. If a tenant moves out, the tenant must return the key or keys; if the keys are not returned within 7 business days of the move out, the owner forfeits the original \$100 deposit and will be charged an additional \$100 for each tenant key not returned.*
- e. Any owner or tenant who has lost their assigned key must pay \$200 to the HOA for each lost key.*
- f. If a key does not work because it was not cut correctly, that key will be replaced at no charge. However, if the key is damaged [bent or broken], the owner or tenant must pay \$100 to the HOA to replace the damaged key.*
- g. If the Association rekeys the common area locks, only those keys previously registered to the unit will be exchanged.*

**531 ESPLANADE HOMEOWNERS ASSOCIATION
CONTRACTORS AND REMODELING RESTRICTIONS**

1. Construction within units shall be performed during the hours of 8:00 a.m. to 4:30 p.m. Monday through Friday only. No weekends or holidays.

2. When a resident is remodeling their unit, they are responsible for their contractors. If the contractors make any mess in the common area, the contractor or the resident shall clean it up immediately. Residents must notify the maintenance staff with a minimum 24 hour notice to have elevators padded.

3. If any resident needs to provide parking for their contractors, the only space available is the resident's unit parking space. The driveways are not to be blocked at anytime.

The undersigned is aware and agrees to abide by the above said rules. Failure to comply with restrictions will result in a fine being assessed against the unit owner.

Contractor Signature

Date

Unit #

Contractor Telephone #

Contractor License #

Contractor Liability Ins. Carrier

Contractor Liability Ins. Policy #

EXHIBIT A

531 ESPLANADE HOMEOWNERS ASSOCIATION

I acknowledge receiving a copy of the Rules & Regulations of the 531 Esplanade Homeowners Association.

Owner (Printed Name)

Owner Signature

Address

Date

*Please return this acknowledgement form to Cammarata Management, Inc. by mail or email.
Thank You.*

Cammarata Management, Inc.
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