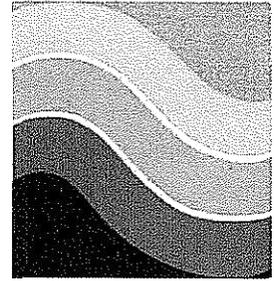


**OCEAN TERRACE  
CONDOMINIUM ASSOCIATION  
RULES AND REGULATIONS  
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## **SECTION 1**

### **GENERAL RULES**

#### **ASSESSMENTS**

1. All monthly Owner assessments are due and payable on the first day of each month.

#### **ASSOCIATION MEETINGS AND ASSOCIATION REPRESENTATION**

2. Meetings of the Board of Directors, Annual Owners' Meetings, or Special Meetings of the Association Members are restricted to Owners and Board invitees only. All others are prohibited from attending unless approved in advance by the Board of Directors. Those attending such meetings shall refrain from behavior that may reasonably be deemed obnoxious, boisterous, or disruptive, or that may in any way interfere with the orderly conduct of such meetings.
3. Meetings of the Board of Directors are for the purpose of conducting the business of the Association. Owners may submit suggested agenda items in advance of such meetings. A portion of the agenda is open to give Owners an opportunity to speak with the Board on any subject, whether or not on the agenda. The time available is limited and Owners must complete speaker's cards to specify the subject(s) they wish to address. Owners that are not able to attend may submit concerns, suggestions, or requests in writing to the On-Site Manager prior to the meeting.
4. Only members of the Board of Directors or such persons as may from time to time be authorized by the Board may represent the Association or speak on behalf of the Association with contractors, vendors, public or private agencies or authorities, or any other person(s) or organization(s).

#### **COMMON AREAS AND UNIT EXTERIORS**

5. Owners are financially responsible for any damage to the common area caused by themselves or their Tenants, guests or vendors. Residents are responsible for the conduct of their guests and vendors while at the Ocean Terrace.
6. All activities shall be conducted in a manner so as not to disturb other Residents. Loud or boisterous behavior is prohibited at all times, whether in the common areas or within an individual unit.
7. Residents must accompany guests at all times when using the recreational facilities such as the pool, spa, or tennis courts.
8. Common area walkways, bridges, sidewalks, stairways, elevators, mailrooms, building entrances, and unit entrances are intended for ingress and egress only. These areas may not be obstructed or used for any other purpose whatsoever. No objects of any kind may be placed in any non-exclusive use common area

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9. Placement and/or storage of personal property in any garage area, other than inside a designated storage room, is prohibited.
10. The following are not to be used on Ocean Terrace property: bicycles, tricycles, roller skates, roller blades, scooters (motorized or riding), skateboards and other riding equipment for recreational purposes. Equipment for the handicapped is exempt.
11. Signs, sunshades, advertising devices, or miscellaneous paraphernalia shall not be exposed or attached in any fashion to, or in, windows, balconies, walls, or in or on any other surfaces or areas of the buildings or grounds, with the sole exception of one "For Sale" or "For Lease" sign which may be displayed on a window facing the walkway of a unit for sale or lease. (See Section 7.6, page 13.)
12. Common area equipment such as, but not limited to, heating units, timers and lighting systems, is to be maintained exclusively by authorized persons.
13. Smoking is prohibited in all indoor and outdoor common areas at Ocean Terrace, including unit patios and balconies.
14. All materials posted on Bulletin Boards must be signed and dated and are subject to removal after seven (7) days. Posting of political or commercial material is prohibited.
15. Wind chimes are prohibited in all common areas, including walkways, unit entrances, patios, and balconies.
16. All air conditioning units, including those designed for window installation, are prohibited.
17. No owner installed roof penetrations are permitted through the roofs of all buildings except those allowed by law.

## **EMERGENCIES**

18. Residents are encouraged to provide the On-Site Manager with names and contact information of friends or neighbors who have a key to the Resident's unit for emergency access during the Resident's absence.
19. Residents must turn off the water supply to washing machines after each use and must change washing machine water hoses at least once every two (2) years unless these are replaced with long-lasting metal-clad hoses.
20. Owners are encouraged to install metal water collection pans, sometimes known as "Smitty" pans, under washing machines and water heaters to minimize water leak damage. Owners are liable for any and all damage to their units, other units, and common areas, which may result from leaks caused by any non-common area source inside their unit. Examples include, but are not limited to: water heaters, washing machines, washing machine hoses and valves, toilet and sink valves and supply lines, faucets, shower drain pans, and toilet seals.

## **SECTION 2**

### **CONDOMINIUM UNIT REPAIRS, MODIFICATIONS, OR IMPROVEMENTS**

#### **1. PRIOR APPROVAL REQUIRED**

Any repair, modification or improvement that may in any way affect other units or common areas, that may be visible from the exterior of a unit, or that (with the exceptions of interior painting and carpet replacement) has a total cost of materials and labor in excess of \$1500, requires prior approval of the Ocean Terrace Environmental Control Committee (ECC), or the Board of Directors acting as the ECC, as per Article IX (pages 46-51) of the Ocean Terrace Condominium Association CC&R's. All requirements of the aforementioned Article IX are incorporated into these Rules and Regulations as though fully set forth herein.

Requests may be approved, provisionally approved, or denied. Some examples of repairs, modifications or improvements requiring prior approval regardless of cost include, but are not limited to, the following: window replacement; water heater relocation; kitchen remodel; bathroom remodel; interior wall changes; installation of any flooring material other than carpet and padding; acoustic/popcorn ceiling material removal; patio door replacement; and patio or balcony enclosures. Privately installed saunas, hot tubs, or Jacuzzis are not permitted inside units or on common area patios or balconies.

#### **2. CITY REQUIREMENTS**

The City of Rancho Palos Verdes requires a plan check, a building permit, and framing and final building inspections on any project exceeding minor redecoration. Copies of the permits must be provided to the Association prior to the commencement of work as well as any subsequent written inspection findings after the work has been completed. Presentation of the City's final inspection may meet the requirement in Section 2.15, below.

#### **3. CONTRACTORS LICENSE AND INSURANCE REQUIRED**

With the exception only of the Owner(s), any person performing work of any kind inside a condominium unit must be a licensed contractor or an employee of a licensed contractor hired to work on the premises. Said contractor must carry appropriate Liability and Workers' Compensation Insurance and must present verifiable proof of license and insurance to the Management Company or the On-Site Manager prior to the commencement of any work.

In the case of any project where the cost of materials and labor exceeds two thousand dollars (\$2,000), the Ocean Terrace Condominium Association must be specifically named as an additional insured on the insurance policy, and verifiable proof thereof must be submitted prior to the commencement of work. However, this insurance requirement will be evaluated on a case-by-case basis and may be waived if such a request is made at the time of application for project approval.

#### **4. CONTRACTOR REGISTRATION REQUIRED**

Each day before beginning work, contractors or employees of contractors (or Owners on behalf of contractors or contractor employees) must sign in on a list posted in the upper building mailroom below the office of the On-Site Manager, indicating their name, their company name if applicable, and the unit in which they will be working.

#### **5. COMMON AREA PIPE INSPECTION, REPAIR, AND REPLACEMENT**

It is the policy of the Association to replace and/or repair common area pipes whenever leaks are discovered, and to proactively address the issue of aging common area plumbing by inspecting common area pipes whenever they are exposed or easily accessible during unit modifications and remodels, and repairing or replacing them if necessary. Unit owners requesting unit modification approval must plan extra time for coordination of pipe inspection and any necessary work by the Association. Whenever the Association deems it necessary to inspect, repair, or replace common area plumbing, whether related to a leak or suspected leak, or a unit modification, all owners are required to provide access to units to facilitate such plumbing repairs. Owners are advised that common area pipe repair often requires simultaneous coordinated access to two or more units, and owners are required to comply with all reasonable requests for access by the Association. Replacement of common area pipes and related repairs made necessary by such plumbing work will be at Association expense.

#### **6. STRUCTURAL INTEGRITY MAY NOT BE COMPROMISED**

No project that may alter or compromise the structural integrity of the condominium complex shall be permitted. Examples of work that might affect structural integrity and therefore require prior approval include, but are not limited to, the following: movement of bearing or non-bearing walls and flooring installations (also subject to provisions of Section 2.7, below).

#### **7. FLOORING**

Installation of any flooring material other than replacement of carpet and padding requires prior approval as per Section 2.1, page 4. Stone or marble flooring is prohibited in all areas of all units due to issues of both noise attenuation and weight (see Section 2.6). Installation of tile flooring is prohibited in all areas of units other than entry halls, kitchens, and bathrooms.

With prior approval, engineered wood (not hardwood), cork, or multi-layered laminate (not linoleum) flooring may be installed in units on all floors at Ocean Terrace. Installation of any of these materials in upper floor units (floors 2, 3, 5, or 6) is permitted provided that:

- A. A noise-attenuating underlayment must be installed under the new flooring. For engineered wood, the underlayment must have an Impact Insulation Class (IIC) rating of sixty (60) or higher, as measured by the American Society for Testing and Materials (ASTM) standard. Cork flooring must be a minimum of  $\frac{1}{2}$ " thick, and must have an underlayment with an IIC rating of fifty (50) or higher. Multi-layered laminate flooring must also be a minimum of  $\frac{1}{2}$ "

thick, and must have an underlayment with an IIC rating of sixty-three (63) or higher. Manufacturer's specifications must be submitted showing that the IIC rating is achieved without limitations or prerequisites of any kind.

- B. A sample of the underlayment, with manufacturer's noise attenuation specifications noted thereon, must be submitted with the request.
- C. The engineered wood, cork, or multi-layered laminate material may not be attached or fastened to the noise attenuating underlayment in any manner, nor may the underlayment be attached to the concrete floor. The use of adhesives for this purpose is expressly prohibited.
- D. Engineered wood, cork, or multi-layered laminate planks/sections, must be edge-attached to each other (interlocking tongue and groove or gluing) in a manner that will not compromise the performance of the underlayment.

## **8. CEILING SURFACE REMOVAL**

Per Section 2.1 above, removal of the original acoustic/popcorn ceiling material installed by the condominium developer requires prior approval. In addition, removal of this material requires special procedures as it may contain asbestos. The ceiling materials must be tested prior to removal. If asbestos is found, a contractor with the appropriate license is required, and all requisite procedures must be followed.

## **9. WINDOWS AND PATIO/BALCONY ENCLOSURES**

Per Section 2.1 above, window replacement, patio door replacement, and/or installation or replacement of patio or balcony enclosures requires prior approval of the Ocean Terrace Environmental Control Committee (ECC) or the Board of Directors acting as the ECC, as per Article IX (pages 46-51) of the Ocean Terrace Condominium Association CC&R's. See Section 8 (page 14) of these Rules and Regulations.

## **10. CARE DURING WORK REQUIRED**

Exceptional care must be exercised during the course of all work to ensure that the complex is kept clean and to prevent damage to the common areas and other units. Unless otherwise impossible, contractors must use the garage area when cutting construction materials in order to minimize the spread of debris and to reduce noise. Cutting tile in hallways or using deck and walkway railings for support when cutting wood or other materials is specifically prohibited. Costs to clean up and/or repair any damage will be assessed to the condominium unit Owner.

## **11. MATERIALS DELIVERY AND LOBBY USE PROHIBITED**

The lobby front entrance is off limits to all construction related traffic. Contractors and their employees may not enter or leave through the lobby, nor shall construction materials be delivered through this area.

For delivery of construction materials, contractors and vendors may temporarily use the service driveway. However, unattended parking in excess of 30 minutes is not permitted. This area is for loading and unloading only.

A note must be placed on the vehicle specifying where the driver can be found.

Elevator pads must be requested when necessary or when large objects are being delivered that may scrape elevator wall or doors.

## **12. CONTRACTOR AND VENDOR PARKING**

Per Section 2.11 above, the service driveway is for temporary loading and unloading only.

Contractors and vendors may park in the garage only in one of the two parking spaces assigned to the Owner of the unit where the work is being performed. Before vehicles enter the garage, Owners must ensure that vehicles will adequately clear the garage gate opening and will not cause damage to pipes or other exposed common area infrastructure. Owners are responsible for all damage to the common area.

Vehicles leaking oil or other fluids are not permitted on Ocean Terrace property. Owners will be assessed for cleaning up any spillage.

## **13. CONSTRUCTION MATERIALS STORAGE AND DISPOSAL**

No construction or building related materials of any kind may be stored at any time in any common area.

All discarded appliances and other building materials must be promptly removed from the premises. Common areas, including but not limited to, trash chute rooms, common area trash dumpsters and dumpster rooms may not be used for disposal of any type of construction related materials.

## **14. HOURS OF WORK**

Work is not permitted before 8:00 AM or after 5:30 PM, Monday through Saturday. No work is permitted on Sunday.

## **15. PERIODIC REVIEWS AUTHORIZED; FINAL INSPECTION REQUIRED**

The Association reserves the right to review any approved or unapproved work while in progress to assess the impact of such work on the common area, and no Owner or Resident may refuse any reasonable request for access by an Association representative.

After completion of any work requiring approval of the Association, an inspection by a certified inspector approved by the Association shall be conducted, at the expense of the unit Owner, to insure that the project was completed as per the specifications of the approval. Per Section 2.2 above, a City

inspection, if a copy is submitted to the Association, may satisfy this requirement. This inspection requirement shall be evaluated on a case-by-case basis and may be waived if such a request is made at the time of application for project approval.

#### **16. OWNER COMPLIANCE RESPONSIBILITY**

The Owner of a condominium unit where work is being performed is deemed responsible for compliance with all provisions of this Section 2. Unit Owners must monitor workers to prevent any security and/or rules infractions during the course of work.

#### **17. ENFORCEMENT AND FINES SPECIFIC TO THIS SECTION 2 ONLY**

The general enforcement policy and procedures outlined in Section 16 of these Rules and Regulations do not apply to this Section 2. Instead, due to the serious ramifications of non-compliance, an enforcement policy specific to this Section 2 has been established, as follows:

- A. Violation of any rule in this Section 2 may result in the imposition of a fine up to and including one hundred dollars (\$100) without prior notification or warning.
- B. Ongoing violations are subject to fines of one hundred dollars (\$1 00) per day for the first five (five) days, and two hundred dollars (\$200) per day thereafter.
- C. Costs and expenses, including legal fees, if any, will be assessed as appropriate and the Association reserves the right to employ all remedies available at law, including, but not limited to, injunction to halt unapproved work.

### **SECTION 3**

### **HOUSEHOLD MOVING**

1. Owners must notify the On-Site Manager or the Management Company no less than one (1) week in advance of any move-in or move-out activities.
2. Owners must arrange with the On-Site Manager to obtain protective elevator pads and install them prior to moving. Safe return of these pads the next working day after the move is the sole responsibility of the Owner. In the event of lost or damaged elevator pads, the Owner shall be charged the full replacement cost. Owners are responsible for any damage to the common area.
3. All moving related activities must occur through the service entrance doors in either building.
4. The unit Owner must submit to the On-Site Manager or the Management Company a completed Owner and Resident Information Form (see Appendix for sample; forms available from On-Site Manager, Management Company, and/or website.)
5. **OWNERS MUST INSURE THAT COPIES OF THESE RULES AND REGULATIONS ARE PROVIDED TO TENANTS.** Owners are responsible for the actions of their tenants and will be held liable for any damage to the common area caused by tenants, their guests, or invitees.
6. A non-refundable move-in fee of two hundred and seventy-five dollars (\$275.00) must be delivered to the On-Site Manager at least three (3) working days prior to the start of any move-in.

## **SECTION 4**

### **PETS**

1. Only commonly accepted household pets such as dogs, cats, hamsters and caged birds may be kept in a unit. No more than two pets may reside in any unit. Aggressive dogs are prohibited. Any exception to these limits must be approved by the Board of Directors.
2. Residents must register all pets with the Association. The Pet Registration Form is available from the On-Site Manager, our management company, and/or the website. Tenants must provide written permission from the unit's owner to keep pet(s) in their unit.
3. Dogs must be currently vaccinated and licensed by the city of Rancho Palos Verdes and documentation of both is to be provided with the Association registration form. It is the resident's responsibility to ensure that guests with pets are aware of and adhere to all applicable Rules and Regulations.
4. DNA Testing - The Board of Directors reserves the right to require that a pet's(s) DNA be tested at the homeowner's expense if there is photographic evidence and/or witnesses indicating that there has been a violation of the Pet Rules, and that DNA results could be helpful by providing proof of the violation.
5. Whenever pets are in the common area other than patios and balconies, they are not permitted to roam and must be either carried or restrained by a leash that is not longer than, or extended more than, six feet, the end of which must be held by a person who is capable of controlling the animal.
6. Pets are not permitted in the pool/spa/deck area, the Recreation Room or tennis/paddle courts. Pets may be exercised off leash in the grass area adjacent to the guest parking lot, but must be under the control of a responsible person at all times. All waste must be disposed of immediately. The Board of Directors reserves the right to revoke privileges in this area if pet owners are not controlling pets in a responsible manner.
7. All pets may be carried in elevators. Dogs that are not carried are allowed in elevators only if: The dog is restrained by a very tight leash; the dog is not allowed to "bolt" in or out of the elevator; the person controlling the dog always yields to other riders and asks if it is permissible that the dog ride in the elevator with them.
8. Residents must immediately clean up any pet waste. Pet waste must be disposed of in a sealed plastic bag. Cat litter may not be put into the trash chutes, or disposed of in toilets. Instead, cat litter must be wrapped securely and deposited directly into a garage level trash room dumpster.

All pet waste deposited on Ocean Terrace property is to be cleaned up, including in landscaped areas, ivy, on sidewalks, driveways, parking areas, etc. The only exception is in the ivy on the steep slope adjacent to the grass area next to the guest parking lot. Any pet “accidents” on the “hard scape” in all common areas (walkways, driveways, garage, etc.) must also be rinsed clean.

9. Pets making excessive noise, or in any other manner disturbing residents, may be subject to fines and/or removal from the premises in accordance with the provisions of the CC&Rs and/or applicable law.

10. Food for pets or ANY other animals (including feral cats) may not be left outside any unit or anywhere on Ocean Terrace property, which includes the common areas, balconies and patios.

11. Pet owners must keep their patio decks and balconies free from all animal waste. All droppings, urine, fur, and other animal-related materials must be removed immediately. Cat litter may not be stored or used on patios or balconies.

12. No animal kennels, cages, or other types of enclosures for animals may be placed or kept on patios or balconies.

13. Pets may not be left alone on patios or balconies without direct supervision.

14. Any damage caused by a pet shall be repaired/replaced at the unit owner’s expense.

15. Violations of these pet rules subject the owner of the unit to the following fines per each rule violation:

- First violation: \$100
- Subsequent violations of the same rule: \$150 each incidence.

## **SECTION 5**

### **SAFETY**

1. Residents are responsible for maintaining the safe keeping of perimeter keys and garage gate openers. Any stolen or lost transmitter or perimeter key must be immediately reported to the On-Site Manager or to the Management Company. Additional keys may be purchased from the On-Site Manager by Owners and other authorized persons only.
2. No Ocean Terrace garage gate transmitter may be kept inside a vehicle so that it is visible from the outside of the vehicle.
3. All perimeter doors and gates must be locked at all times.
4. Charcoal barbeques may be used only with electric starters or "match ready" charcoal. Starter fluid and similar products are prohibited.
5. All units must be equipped with operable smoke detectors as required by law.
- 6. Common area walkways, bridges, sidewalks, stairways, elevators, mailrooms, building entrances, and unit entrances are intended for ingress and egress only. These areas may not be obstructed or used for any other purpose whatsoever. No objects of any kind may be placed in any non-exclusive use common area. (Also specified in Section 15.1, page 25 of these Rules and Regulations.)

## **SECTION 6**

### **FIREPLACE USE**

Fireplaces are for aesthetic purposes only and may not be used for heating. The use of wood or other flammable material is not permitted. Fireplaces must be turned off when the Resident is away from the unit.

## **SECTION 7**

### **SALE AND RENTAL OF UNITS**

1. Owners who rent or lease their units retain their voting rights in the Association, but may not use the common area facilities of the Association unless as guests of and accompanied by a Resident. The Tenant/Lessee is delegated the use of the amenities by virtue of their residency.
2. Per Section 3.5, (page 9) of these Rules and Regulations, OWNERS MUST ENSURE THAT COPIES OF THESE RULES AND REGULATIONS ARE PROVIDED TO TENANTS. Owners are responsible for the actions of their tenants and will be held liable for any damage to the common area caused by tenants, their guests, or invitees.
3. An Owner and Resident Information Form must be submitted to the On-Site Manager in advance of move-in. (see Appendix for sample; forms available from On-Site Manager, Management Company, and/or website.)
4. No unit Owner may rent or lease a unit for commercial, transient, or hotel purposes, as proscribed in the Ocean Terrace CC&R's.
5. Upon sale or lease of the unit, the Association must be allowed unit access for the purpose of conducting an architectural review. After the review, a written certificate will be issued. The result of this review may or may not reveal structural or maintenance issues and is not intended to provide documentation or verification the unit is free and clear of violations or defects. The purpose of this architectural review is as follows:
  - A. To determine if any architectural modifications or alterations have been made that were not approved;
  - B. To verify that no architectural modifications or alterations have been made that may affect the structural integrity of the unit or building or promote an unsafe condition;
  - C. To ensure that no alterations have been made that would affect noise attenuation;
  - D. To observe general plumbing conditions and determine if plumbing leakage is evident.

6. Upon the sale of a unit, the Association shall be provided with a copy of any unit condition inspection made and any termite report. This report and the above architectural review must be made prior to the close of escrow.

#### **SIGNS PERMITTED**

7. One small "For Sale" or "For Lease" sign per unit for sale or lease is permitted on the real estate signpost located on the slope near the lobby on La Rotonda Drive. The unit Owner or Owner's agent must obtain the required blank sign from the On-Site Manager at a cost of twenty-five dollars (\$25.00). This small sign must be professionally prepared with white lettering on a brown background, and the lettering on the sign is limited to:
  - A. One of the following: "For Sale", "For Rent", "For Lease", "For Sale/Rent", "For Sale/Lease", "For Rent/Lease", "Sale/Rent", "Sale/Lease", or "Rent/Lease".
  - B. Any of the following: "condo", "ocean view", number of bedrooms and/or bathrooms, and one or two telephone numbers.
8. One standard real estate sign, not to exceed 18" wide by 30" long, may be displayed on a window facing the walkway of a unit for sale or lease.

#### **SALES (OPEN HOUSES, LOCK BOXES)**

9. During an open house, all visitors must be met at a designated perimeter door or gate, and accompanied at all times while on Ocean Terrace property.
10. A permanent lock box, green in color, is located in the parking lot to the left of the upper garage entrance. This is the only location permitted for a common area key and the only lock box permitted on the outside of the condominium complex. Lock boxes are permitted on unit doorknobs, but these may never contain perimeter keys.

## **SECTION 8**

### **WINDOWS, GLASS-ENCLOSED PATIOS & BALCONIES, AND WINDOW COVERINGS**

- I. Replacing condominium unit windows requires prior approval, as specified in Section 2.1, page 4, of these Rules and Regulations. Specifications include the following:
  - A. No new window may be installed where a window did not exist when the complex was originally constructed, and changing the size of any window from the size as originally installed by the developer is prohibited.
  - B. All windows, with the sole exception of the single panel entry hall window, must be double panel, horizontal sliders with one fixed and one moveable panel.
  - C. Entry hall window replacements may be fixed/permanently closed as originally constructed, or may be replaced with a casement-type opening window. Casement windows, or any other type of window other than horizontal slider, are specifically prohibited in all other locations.
  - D. All window frames must be constructed of white vinyl and window grids are prohibited.
  - E. Any window tint, other than the slight tint that comes with manufacturers' "untinted" windows, is prohibited.
  
2. Replacing or moving patio doors, or replacing/installing balcony or patio glass enclosures, requires prior approval, as specified in Section 2.1, page 4. Specifications include the following:
  - A. Patio and balcony door frames must be constructed of white vinyl.
  - B. Any window tint, other than the slight tint that comes with manufacturers' "untinted" windows, is prohibited.
  - C. Glass enclosed balconies must have three doors of approximately the same size, any or all of which may be moveable.
  
3. Owners are advised to contact the management company or the On-Site Manager for a list of vendors and styles that meet the foregoing requirements and have been previously installed at Ocean Terrace.
  
4. Draperies, curtains, shades or other coverings on windows or patio/balcony doors must have a visible exterior surface in the color of white or off-white only, and must be in good condition. Foil, sheets, or other "temporary" coverings, regardless of color, are prohibited.

## **SECTION 9**

### **GARAGES, PARKING AREAS AND STORAGE**

1. The maximum speed limit anywhere on Ocean Terrace property, including the garages and parking areas, is five (5) miles per hour.
2. Residents may only use the parking spaces assigned to their unit. Use of any space without the specific permission of the Resident to whom that space is assigned is prohibited.
3. Residents, guests, and vendors may not park any vehicle in the entrance areas to the garages, service driveways, or walkways.
4. Residents must repair leaks in their cars so that they do not accumulate slippery grease or oil on their parking spaces or other portions of the common areas and garages. As a temporary measure, Residents must place an oil pan designed to catch these vehicle leaks under their car. Cat litter to catch fluid leaks is not permitted.
5. Residents must move their cars so that the custodian or other Association vendors may perform routine or special maintenance. Notices will be posted in advance of work, and cars not moved after notice will be moved at the expense of the owner.
6. Assigned parking spaces are intended solely for the parking of currently registered and operational passenger vehicles and motorcycles. Use of these spaces for other purposes such as the parking or storing of automobiles, campers, trailers, or boats must receive prior written approval of the Board of Directors.
7. Motor vehicles must not be operated for any period longer than required for normal ingress and egress.
8. Garages are not to be used for storage at any time. Storage is limited to designated individual storage rooms and not in the areas in front of or adjacent these rooms. Bicycles and motorcycles may be stored in the designated bicycle spaces at the Owner's risk.
9. Residents must obtain written approval from the Board of Directors prior to operating anything requiring continuous electric current in or from their storage room or any other common area power source. This includes, but is not limited to, refrigerators, freezers, or lights left on continuously in a storage room. Either the estimated cost or a minimum electrical charge of \$10.00 per month, whichever is greater, will be added to the Owner's monthly assessment to reimburse the Association for electric costs.
10. Residents may in no way alter any utility source such as gas, electric, water, cable, telephone, etc.

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11. Cars may not be washed inside the garages. The service driveway in the east (upper) building may be used to wash cars as long as it does not interfere with the daily operation of the Association. Residents may not leave the entryway blocked or unattended at any time. *Note: Washing of cars is prohibited in cases such as drought conditions. Notice of any such prohibition will be posted on the bulletin boards.*
12. Perpetual warning sounds emanating from any car alarm system must be deactivated.
13. The guest parking lot is intended for use by visitors and guests and is not for vehicle storage. Unless prior approval has been granted by the Board of Directors, any vehicle parked beyond a 96-hour continuous parking limit is subject to towing at the Owner's expense.
14. The Association has four (4) reserved parking spaces. These spaces are available for a monthly fee of \$45.00. Use of these spaces without the prior authorization of the Board of Directors is prohibited.
15. The City of Rancho Palos Verdes has authorized the Association to issue parking permits, either permanent or temporary for all vehicles parking on La Rotonda Drive between the hours of 9:00 PM and 6:00AM. These permits are available at a nominal fee from the On-Site Manager.
16. Storage spaces are available for a monthly fee of \$30.00 per month for small spaces and for \$45.00 per month for large spaces. Use of these spaces without the prior authorization of the Board of Directors is prohibited.

## SECTION 10

### PATIOS AND BALCONIES

1. Patios on the 1st and 4th floors and balconies on the 2nd, 3'd, 5th, and 6th floors, though reserved for the exclusive use of unit Residents, are nevertheless common areas subject to Association rules.
2. Items permitted on patios and balconies are restricted to potted plants, patio furniture, barbeques, and other patio accessories not damaging to the common area. Items not permitted to be stored or left on display on patios or balconies include, but are not limited to:

,( Animal kennels & cages	,( Laundry
,( Antennas	,( Machinery
,( Appliances	,( Permanent sunshades
,( Bicycles	,( Pet food and/or water containers
,( Bird Feeders	,( Pet litter boxes
,( Empty pots and planting material	,( Power tools
,( Holiday lighting (if not during an applicable Holiday period)	,( Storage Containers
,( Hot tubs or Jacuzzis	,( Uncoiled Hoses
,( Household furniture	,( Wind chimes
3. Patios and balconies must be kept clean and the items thereon must be well maintained.
4. All plants placed on patios and balconies must be in watertight containers or in pots with plastic or glazed ceramic saucers that will prevent all water drainage or overflow. Containers with shallow saucers must be placed inside other containers, such as oversized clear plastic saucers, to prevent overflow. Residents are responsible for cleanup of plant-related debris. Residents of 2nd, 3'd, 5th, and 6th floor units must insure that water or debris does not fall onto the patios below.
5. All items in contact with patio or balcony surfaces must be non-scratching and non-staining. Grease spillage on any balcony or deck surface is to be cleaned up promptly. Residents are liable for any damage caused directly or indirectly by items placed anywhere in the common area, including patios and balconies.
6. Food for pets or other animals may not be left outside any unit or anywhere in the common area, including balconies and patios. (See also Section 4.9, page I 0.)
7. Pet owners must keep their patio decks and balconies free from all animal waste. All droppings, urine, fur, and other animal-related materials must be removed immediately. Cat litter may not be stored or used on patios or balconies. (See also Section 4.10, page I 0.)
8. No animal kennels, cages, or other types of enclosures for animals may be placed or kept on patios or balconies. (See also Section 4.11, page 10.)
9. Pets may not be left on patios or balconies without direct supervision. (See also Section 4.12, page 10.)

## **SECTION 11**

### **POOL, SPA, AND POOL PATIO DECK AREA**

1. Pool hours are from 8 AM to 10 PM. The water temperature of the pool will be maintained between 80 and 84 degrees.
2. Due to spa motor noise, the hours of the spa are from 9:00 AM to 10 PM. The spa temperature will be maintained between 102 and 104 degrees. Upon leaving, residents must make sure that the spa dial is in the "off" position.
3. Residents and guests use the pool, spa, and surrounding area at their own risk. There is no lifeguard on duty, and the close proximity of a golf course adds the risk of errant golf balls that may enter the pool area. The Association is not responsible for any damages or injury.
4. Children under the age of 14 must be accompanied and closely supervised by a responsible adult.
5. Smoking of any substance, including e-cigarettes and vaping, is prohibited in the pool/spa area and surrounding vicinity.
6. Diving and jumping are prohibited if swimmers are present in the pool.
7. Residents are required to limit their guests to four (4), bearing in mind the right of other residents to enjoy these facilities in a relaxed, un-crowded environment.
8. Residents must accompany their guests at all times when using common area facilities such as the pool or spa.
9. Individuals who wear diapers, including swim diapers, are not permitted in the pool or spa.\*
10. Individuals who are suffering from any gastrointestinal illness, especially diarrhea, are not permitted in the pool or spa.\*
11. Neither the swimming pool, nor the spa, nor the pool patio area may be reserved for private use.
12. Only flotation devices designed to be worn are allowed in the pool. Other flotation devices, including but not limited to, inner tubes and air mattresses, are not permitted.
13. Ball playing, tag games, water pistols, cannon-balling, diving, running, and boisterous behavior are not permitted.

14. All barbeques, including small hibachi grills, are not permitted on the pool deck area.
15. Radios, CD/tape players, and other audio devices are not permitted except with the use of earphones. Yelling or loud talking is not permitted.
16. Breakable dishes, glassware, and bottles are prohibited. Unbreakable plastic containers and cans may be used and must be removed when leaving the area.
17. Large towels must be draped on the chaise pads for protection from body oil and perspiration. Chaise pads must be kept off the pool deck.
18. No pets are allowed in the pool/spa area.
19. The pool may not be used during pool maintenance periods.
20. Dry footwear must be worn when returning from the pool area to protect the walkway and/or Recreation Room carpeting.
21. Health codes require showering before entering a pool or spa. If the resident has been exercising, jogging, working out, or has been using sunning oils and lotions, the resident must shower before entering the pool or spa.
22. Prior to leaving the pool/spa/patio area, residents must straighten any furniture moved, discard trash in appropriate receptacles, and take their belongings with them.

## **SECTION 12**

### **RECREATION ROOM AREAS**

#### **BILLIARD ROOM**

1. The Billiard Room is open for use from 8:00AM to 10:00 PM. The Billiard Room will also be considered reserved during any Recreation Room reservation and may not be used by other Residents during that time.
2. No person under 14 years of age may use this room unless supervised by a responsible adult Resident.
3. The maximum number of guests for each Resident is four (4).
4. When others are waiting to play, the table may be used for a maximum of thirty (30) minutes, or until the game in progress is completed, whichever comes first.
5. There is to be no eating, drinking, or smoking in the billiard room.
6. No one is to sit, stand, or lie on the tables at any time.
7. No loud talking, yelling, or excessive noise is permitted.
8. When leaving, the Resident must ensure that the room is left in an orderly condition and the door is locked.

#### **SAUNAS**

9. The saunas are open for use from 8:00AM to 10:00 PM.
10. No person under 14 years of age may use the saunas unless supervised by a responsible adult Resident.
11. The saunas are of the dry type. Residents may not use water in the sauna or put water onto the sauna heating elements.
12. When leaving, the lights and the sauna timer must be turned off.

#### **EXERCISE ROOM**

13. The Exercise Room is open for use from 8:00AM to 10:00PM.
14. Residents and Guests use the Exercise Room at their own risk.
15. No person under 14 years of age may use the exercise room unless supervised by a responsible adult Resident.

16. All exercise equipment must be handled with care. Weights must be lowered carefully to prevent damage to the equipment and the facility. Tension settings on stationary bicycles must be returned to the zero setting.
17. When leaving, Residents must ensure that the lights are out and the door is locked.

#### **LIBRARY CUPBOARD**

18. Cupboard doors must be closed when the library is not in use.
19. All books and magazines must be returned to the shelves in a neat and orderly fashion.
20. Residents are encouraged to donate additional reading material to the cupboard.

#### **PIANO**

21. The piano may be used between the hours of 10:00 AM until 8:00 PM unless a Resident has reserved the Recreation Room. The piano will be considered reserved during any Recreation Room reservation and may not be used by other Residents during that time.
22. The piano keyboard cover must be closed when the piano is not in use.
23. Food or drinks must not be placed on the piano.

#### **MAIN RECREATION ROOM**

24. The Main Recreation Room may be used from 8:00AM until 10:00 PM unless the room has been reserved by a Resident. Exceptions also apply to meetings of the Board of Directors, Association meetings, and any other business meetings related to the Association.
25. Children under the age of 14 may use this area only when supervised by a responsible adult Resident.
26. This area may be reserved by a Resident for exclusive use as specified below.

#### **RESERVING THE MAIN RECREATION ROOM AREA**

27. Reservation of the Recreation Room for exclusive use does not include exclusive use of the exercise room, saunas, or the restrooms. The pool and spa may not be reserved for exclusive use.
28. The Recreation Room is available for rental and exclusive use Sunday through Thursday, 8 AM to 10:00PM; and Friday, Saturday and evenings before Holidays, 8 AM to 11:00 PM.

Ocean Terrace Condominium Association  
Rules and Regulations  
Updated April 2020

29. Residents who wish to reserve the Recreation Room for their exclusive use must submit a Recreation Room Reservation Application form to the On-Site Manager. (see Appendix for sample; forms available from On-Site Manager, Management Company, and/or website.).
30. Application must be made at least ten (10) days in advance of the planned event. The application along with a \$50.00 nonrefundable rental fee for each rental reservation and a check for \$200.00 as a refundable security deposit must be in the possession of the On-Site Manager. Checks must be made payable to The Ocean Terrace Condominiums.
31. The City of Rancho Palos Verdes has authorized the Association to issue parking permits, either permanent or temporary, on all vehicles parking on La Rotonda drive between the hours of 9:00 PM and 6:00 AM. These permits can be obtained from the On-Site Manager for a nominal fee.
32. During the reserved event, the host/hostess must be present at all times. The Recreation Room doors must be left unlocked. Furniture may not be removed without the prior consent of the Association via the On-Site Manager. No breakable glasses, dishes, or bottles are to be taken to any area outside the Recreation Room.
33. Guests may enter the premises only by way of the iron gate entrance on the first level walkway off La Rotonda Drive (in which case an attendant must be present), or the main lobby entrance off the guest parking lot. Gates or doors must not be propped open.
34. Music and noise must be kept at a reasonable level in consideration of the close proximity of living units. Guests must not loiter in the vicinity of any unit, or wander in the walkways, elevators, or other common areas.
35. Persons under the age of 21 are prohibited from the consumption of alcoholic beverages in the common area.
36. The Resident host must ensure that guests depart quietly by closing time, which is I 0:00 PM on Sunday through Thursday, or II :00 PM on Friday, Saturday and evenings before holidays.
37. Prior to the return of the \$200.00 security deposit check, the Resident host will be responsible for cleaning and straightening up the rooms used by I 0:00 AM the following morning and for the removal of all litter and debris from any areas used by their guests. Consult the rental agreement for additional details and requirements.

## **SECTION 13**

### **TENNIS AND PADDLE TENNIS COURTS**

1. The hours of use are 9 AM to 9 PM daily. *Note: City ordinance prohibits court illumination Saturday and Sunday and after 9 PM on weeknights.*
2. On weekends and holidays only, from 9 AM to Noon, no singles play is permitted if four or more players are waiting to play (each court). Round Robin play consisting of a set of five (5) games maximum will prevail if more than eight (8) people desire to play tennis.
3. Children under 10 years of age must be supervised at all times by a responsible adult Resident.
4. Tennis shoes are required to be worn by all players at all times on the courts.
5. A Resident must accompany all guests on the courts.
6. Other than weekends and holidays from 9 AM to Noon, when other players are waiting to use the courts, players shall be permitted to finish the set in progress, and shall then relinquish the court to the waiting players.
7. When a court is being used for set play and players are waiting, a set score of 6-6 shall be decided by the next game, or a tiebreaker as defined by USTA rules.
8. Warm up time shall be limited to five (5) minutes preceding set play when players are waiting.
9. In the event players are not playing set tennis, practice play shall be limited to 30 minutes, including the use of a ball machine, when players are waiting.
10. There are no provisions for players to reserve a court. Players wishing to play must present themselves in person at the courts, and wait their turn to play, as provided above.
11. On special occasions, the Association may reserve the courts for an entire day to hold a tournament. Such a tournament shall be open to all Residents. On these occasions, advance notice will be posted on the bulletin boards, and/or announced in the newsletter.

## **SECTION 14**

### **TRASH CHUTES AND TRASH ROOMS**

- I. Trash chutes may be used only between 9 AM and 9 PM. Trash must be securely wrapped or placed in a plastic bag with the top secured.
2. Cardboard boxes will block trash chutes and therefore must be crushed and deposited directly into garage level trash room dumpsters.
3. As specified in Section 4.5 (page I 0), cat litter may not be put into the trash chutes. Instead, cat litter must be wrapped securely and deposited directly into a garage level trash room dumpster.
4. Trash dumpsters may be used only for daily household waste. Bulky items such as used refrigerators, stoves, washing machines, dryers, water heaters, trash compactors, shelving, furniture, etc., are not to be placed in dumpsters or left in the trash rooms. It is the responsibility of Residents to dispose of these items at the appropriate county/city dumpsite or recycling area.
5. Residents must use recycling containers for newspaper, glass bottles, plastic containers, and cans, as mandated by Rancho Palos Verdes city ordinance. Recycling containers are located in or near the trash dumpster rooms on each of the garage levels. Items that are not of the proper type for recycling must not be placed into these bins.
6. Shopping carts are kept in the trash rooms (west/lower building), or ground level stairwells (east/upper building), for the convenience of Residents. These must be returned immediately after use.

## **SECTION 15**

### **WALKWAYS AND ENTRANCES**

- I. Common area walkways, bridges, sidewalks, stairways, elevators, mailrooms, building entrances, and unit entrances are intended for ingress and egress only. These areas may not be obstructed or used for any other purpose whatsoever. No objects of any kind may be placed in any non-exclusive use common area.
2. Plants, whether live or artificial, are not permitted on the 2nd, 3'd, 5th, and 6th floors.
3. On the 1<sup>st</sup> and 4th floor levels, Residents may have no more than six (6) planters per unit. Residents must obtain approval of the Ocean Terrace Environmental Control Committee (ECC), or the Board of Directors acting as the ECC, prior to placement of any planter or pot. All plants must be in watertight containers or pots with plastic or glazed ceramic saucers that will prevent any and all drainage or overflow. Planters or pots must be round, in terra cotta or earth tone colors, and must measure between 15" and 25" in diameter at the top. Where entry areas are shared by two units, Residents of both such units must agree before planters may be placed in the entry area.
4. Wind chimes and bird feeders are not permitted anywhere in the common area, including walkways, unit entrances, and windows.
5. Residents shall be liable for any damage caused directly or indirectly by items placed in the common area.
6. Nothing may be nailed, glued, or otherwise attached to any entryway or other common area wall.
7. Holiday decorations are permitted but must be removed within one week after the holiday period has ended.
8. No exterior perimeter door or gate may be left open and unattended at any time. Residents who violate this prohibition will be liable for resulting damage or loss suffered by the Association and/or other Residents.

## SECTION 16

### ENFORCEMENT POLICY AND PROCEDURES

#### VIOLATION REPORTING

- I. Owners and Residents must report violations in writing.

#### NOTICES

2. A **Warning Notice** will be sent for alleged violations of the rules and regulations or the provisions of the CC & R's. The intent of the first notice of the violation is to advise the person of the infraction and seek cooperation to make the necessary corrections.
3. A **Notice of Violation and Hearing Letter** is sent when a violation continues to exist after a Warning Notice or in the absence of corrective actions pursuant to a Warning Notice, or for a violation that is considered to create a condition of liability or property damage.
4. Accompanying the Notice of Violation will be a **Hearing Request Form** for the Owner to appear before the Board of Directors regarding the alleged violation. Failure to correct the violation or failure to appear at a scheduled hearing on the matter may result in a levy of a monetary fine that is assessed to the Owner's assessment account. The Owner will be notified after the Hearing as to the determination of the Board of Directors and must not expect resolution at the actual Hearing. The Association reserves the right to recommend any combination of enforcement and fines, including a waiver of a fine.

#### SCHEDULE OF VIOLATION FINES

First Violation	\$50.00
Second Violation	\$100.00
Continued Violation*	\$200.00

\* Please note: Depending on the nature of the infraction or its severity, the Association reserves the right to pursue any and all legal enforcement available, including the assignment of a daily monetary fine, a monetary fine in excess of \$200.00, court injunctions, and/or other legal proceedings.

#### ENFORCEMENT AND FINES SPECIFIC TO SECTION 2, UNIT MODIFICATION AND CONSTRUCTION

Due to the serious ramifications of non-compliance, an enforcement policy specific to Section 2 has been established. Violation of any rule in Section 2 may result in the imposition of a fine of up to and including one hundred dollars (\$1 00) without prior notification or warning. Ongoing violations are subject to fines of one hundred dollars (\$1 00) per day for the first five (five) days, and two hundred dollars (\$200) per day thereafter. Costs and expenses, including legal fees, if any, will be assessed as appropriate and the Association reserves the right to employ all remedies available at law, including, but not limited to, injunction to halt unapproved work. (See Section 2.17, page 8.)

# APPENDICES

**THE OCEAN TERRACE CONDOMINIUM ASSOCIATION  
APPLICATION FOR UNIT MODIFICATION/CONSTRUCTION**

Unit No: \_\_\_\_\_ Owner(s): \_\_\_\_\_ -

Day Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ -

Modification/Construction Request For: \_\_\_\_\_ -

*Please attach a complete description for this proposed alteration/addition/modification including any drawings, plans, diagrams, plot or unit plan showing location, schematics, specifications and include size, shape, color, materials, brochures, etc. All modifications to wall or other structural elements in the unit must have the written approval of a licensed civil or a structural engineer imprinted thereon indicating the modification will have no impact on the structural integrity of the unit or building elements.*

This request must be submitted prior to the commencement of any work related to this modification/improvement. Once this work is approved you will receive a signed and dated copy for your records.

All permits must be obtained from the City of Rancho Palos Verdes and all other jurisdictions required. Association approval of your project does not relieve you of the responsibility to obtain permits, inspections or additional building code compliance and any change to your original plan that is submitted here must return to the Association for additional approval and documentation. All additions and modifications must be in compliance with Ocean Terrace CC&R's and Rules and Regulations. If the project affects the surrounding common area and neighboring units it will require a "neighbor awareness form" completed and submitted with this application.

Applicant agrees to indemnify and hold harmless The Ocean Terrace Condominium Association ("Association") and its management from any and all claims, demands, or damages in connection with the proposed additions or modifications. Applicant agrees to indemnify the Association and its membership and management for any physical damage to the unit or common areas caused as a result of the proposed additions or modifications. Applicant warrants that a contractor holding a valid State Contractor's License as well as liability and Workers' Compensation insurance will perform the additions or modifications to the unit. Applicant further warrants that he/she will give all notices and comply with laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the proposed additions or modifications and will secure and pay for all building permits and all other permits and governmental fees, licenses, and inspections necessary for the proper execution and completion of the proposed additions and modifications. Applicant agrees to indemnify, hold harmless and bear all costs to the Association or its membership if the additions or modifications are made contrary to any applicable laws, statutes, ordinances, building codes, or other governmental regulations.

The undersigned further acknowledges that, if approval is granted, said approval is for the aesthetic design component of the alteration, additions and/or modifications only. The undersigned further acknowledges that approval of additions and/or modifications is effective for a period of two (2) years and the project must be completed within this time limit.

The undersigned acknowledges that no variance shall inure to the benefit of and shall be binding upon the assigns, successors in interest, personal representatives, executors, administrators, estates, heirs, and legatees of each of the parties hereto.

\_\_\_\_\_  
Date Submitted

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name

Please list documents being submitted with this application:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\$10.00 Application Fee Paid on \_\_\_\_\_



Adopted 12/18/03

OCEAN TERRACE  
CONDOMINIUM ASSOCIATION

Mold Policy

Because of the proliferation of mold-related claims against homeowners associations, and because of the lack of insurance coverage for mold claims, the Board of Directors deems it appropriate to develop a mold policy.

1. The Federal Environmental Protection Agency (EPA) guidelines specifically state that there is no practical way to eliminate all molds and mold spores in the indoor environment. Mold is found everywhere. The Way to control indoor mold growth is to control moisture. The fact that you may have mold should not be the cause of great concern; however, you need to take action to resolve the problem.
2. The Association will only be responsible for water damage and mold-related claims if the moisture emanates from an area that is under the Association's control and/or is maintained and repaired by the Association and, provided that, proper and timely notice is provided to the Association pursuant to this policy.
3. The Association will generally be responsible for moisture-related damage, including mold, if it emanates from a leak from a roof, certain window leaks (excluding those leaks emanating from areas which are the homeowner's responsibility to maintain under Article IV, Section 4 of the Association's CC&Rs), plumbing in the common area walls, sink or toilet backups that are a result of blockage in a common area pipe that is the Association's responsibility to maintain, and common area planter boxes or walkway areas. The Association will not be responsible for mold if it is caused by certain window leaks, a leaking or dripping plumbing fixture or appliance (including a shower pan), water heaters or an overflow or defective valve or seal from a sink, toilet or bath tub/shower as those are areas/items that are the owner's responsibility. In any event, the Association will only be responsible for mold if the moisture intrusion or leak is reported to the Association, in writing, within 24 hours of the actual leak. If the homeowner allows the moisture to remain in the unit for longer than 24 hours, the Association cannot be held responsible for the mold, if any, that develops. Timely report all water leaks to Management/Board.
4. Homeowners are encouraged to eliminate any potential sources of moisture that would breed the growth of mold. All sinks, bathtubs, toilets and related drips or overflows must be emptied, cleaned and the areas dried within 24 to 48 hours to prevent mold growth.

5. Should the homeowner fail to maintain their Unit in violation of the Association's governing documents and §1364(a) of the Civil Code, or fail to report water intrusion within their unit in a timely manner as set forth in Paragraph 3 herein or otherwise, resulting in water damage and/or mold growth, the homeowner must allow the Association and its agents access to the homeowner's Unit as needed to effectuate the repairs/mold remediation within the Unit and to prevent potential damage to other homeowners' Units and the common areas. The cost of such repairs/mold remediation will be charged back to the homeowner in the form of a special assessment in accordance with the governing documents of the Association and Civil Code §1366 and §1367.1.
6. The Association will respond to common area-related water intrusion and leaks as soon as possible after they are reported. If mold has already developed in a limited quantity, it can usually be removed by either the homeowner or by the Association. To remove small amounts of mold, use a mixture of 3 parts water to 1 part bleach, allow the solution to stand on the surface for 10 minutes, and then scrub with a brush, rinse and air dry. Use of a mask and gloves when removing mold is encouraged. Bag and dispose of all material that may have moldy residues. We encourage all residents to take immediate action to eliminate mold.
7. Mold testing is not required every time you have a water leak. Both the Federal EPA guidelines and the California Department of Health Services guidelines specify that so long as moisture is removed within 48 hours, there is no reason for concern regarding mold.
8. To the extent a water damage claim is covered by insurance, the Association will be responsible for the deductible on any damage claim that results from an area that is under the Association's control and/or is repaired or maintained by the Association. Otherwise, the homeowner whose unit caused the damage will be responsible for the deductible.
9. Homeowners are required to provide access to their units to the Association or its agents for both the investigation and the remediation of any water damage/mold claims, regardless of whether the water damage/mold claim originated within the Unit or the common area.
10. Homeowners are encouraged to obtain their own insurance to cover water and moisture damage claims for damage to the interior of their unit personal property and liability for damage to the common area or another unit.



## *Contractor/Vendor Rules and Regulations*

The following information outlines the Contractor/Vendor (hereafter referred to as “contractor”) work Rules and Regulations (“R&R’s”) which must be adhered to by all construction firms working at 3200 La Rotonda Drive. No deviation or exception will be permitted without written approval. Questions or comments should be directed to the Property Management Office, 3200 La Rotonda Dr., Rancho Palos Verdes, CA. 90275, or at (310) 541-8077. Office hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday.

1. Prior to any activities, contractor shall agree to abide by and conform to these R&R’s and shall acknowledge such agreement for himself/herself and others performing any portion of the work by or through the contractor, including subcontractors and material suppliers, by executing these R&R’s where shown.
2. With the exception only of the owner(s), any person performing work of any kind inside a condominium unit must be a licensed contractor or an employee of a licensed contractor. Said contractor must carry appropriate Liability and Workers' Compensation Insurance and must present verifiable proof of license and insurance to the Management Company or the On-Site Manager prior to the commencement of any work.
3. In the case of any project where the cost of materials and labor exceeds two thousand dollars (\$2,000), the Ocean Terrace Condominium Association must be specifically named as an additional insured on the insurance policy, and verifiable proof thereof must be submitted prior to the commencement of work. However, this insurance requirement can be evaluated on a case-by-case basis and may be waived if such a request is made at the time of application for project approval.
4. Contractor shall be responsible for all its actions on-site, as well as any actions of its subcontractors. Contractor shall promptly repair any damage to the building caused by contractor at no cost to Ocean Terrace or unit owner. Care must be taken to protect ceilings, walls, doors, and carpets of public areas when moving materials, trash, etc. Installing carpet mask or Masonite on the floor and plastic on doors, walls and ceiling can help accomplish this. Clean-up of these areas upon completion of the work is the responsibility of the contractor.
5. Hours of work are Monday–Saturday from 8:00 a.m.-5:30 p.m. No work is allowed on Sundays or Holidays.
6. There is absolutely **No Smoking** *anywhere* on the property.
7. Each day, before beginning work, contractors or employees of contractors (or owners on behalf of contractors or contractor employees) must sign in with the office manager.
8. No deliveries or unloading/loading of materials and equipment may occur through the front lobby. For delivery of construction materials, contractors and vendors may temporarily use

the service driveway. However, unattended parking in excess of 30 minutes is not permitted. This area is for loading and unloading only. A note must be placed on the vehicle specifying where the driver can be found.

9. Elevators are to be padded when transporting materials in them. Only the north elevators (#1 and #3) may be used for material and equipment transfer.
10. Unless otherwise impossible, contractors must use the garage area when cutting construction materials in order to minimize the spread of debris and to reduce noise. Cutting tile in hallways or using deck and walkway railings for support when cutting wood or other materials is specifically prohibited.
11. Before removing, modifying or opening up popcorn ceiling, the ceiling must be tested for asbestos. If asbestos is present, proper removal procedures must be employed. In addition, a UMR must be submitted for removal of popcorn ceiling.
12. If water is to be turned off, all units affected must be notified. A 24-hour notice is required.
13. Vendors may not park any vehicle in the entrance areas to the garages, service driveways, or walkways.
14. Shopping carts are available for use by residents only.
15. No construction materials, equipment, discarded bulky items (e.g., appliances, shelving, etc.), debris or trash should be disposed of at Ocean Terrace. Contractors must arrange for disposal.

*These Contractor/Vendor Rules and Regulations* have been agreed upon and accepted by the undersigned on the date indicated below.

CONTRACTOR

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

**THE OCEAN TERRACE CONDOMINIUMS RECREATION ROOM RESERVATION  
APPLICATION (adopted 04.19.18)**

Owner \_\_\_\_\_ Lessee \_\_\_\_\_ Unit No. \_\_\_\_\_

Telephone No. \_\_\_\_\_ Date of Event \_\_\_\_\_ Time: from \_\_\_\_\_ to \_\_\_\_\_

Purpose of Function: \_\_\_\_\_ Number of Persons: \_\_\_\_\_

Furniture: \_\_\_\_\_ I will not bring in any additional furniture or equipment.

\_\_\_\_\_ I will bring in \_\_\_\_\_ tables \_\_\_\_\_ chairs Other \_\_\_\_\_

I will admit my guests to Ocean Terrace as follows:

\_\_\_\_\_ from my unit \_\_\_\_\_ by a person stationed at the lobby entrance \_\_\_\_\_ by a person stationed at La Rotonda 1<sup>st</sup> floor gate

\*\*\*\*\*PLEASE READ THE BELOW THOROUGHLY BEFORE SIGNING\*\*\*\*\*

**Rules and Regulations**

1. The Recreation Room is available for rental and exclusive use Sunday through Thursday, 8 AM to 10:00 PM; and Friday, Saturday and evenings before Holidays, 8 AM to 11:00 PM. The resident host must ensure that guests depart quietly by closing time and the facility is cleaned. A fine of \$25.00 for each fifteen-minute period beyond the stated hour may be charged.
2. Reservation of the Recreation Room **does not** include exclusive use of the exterior deck or restrooms.
3. Reservation of the Recreation Room **does not** include use of the pool area, pool, spa, exercise room, and saunas.
4. The Recreation Room is not available for fund-raising or formal business events; special requests or exceptions require Board approval.
5. Barbecues, cooking and food preparation are not allowed on the exterior deck.
6. Furniture is not allowed on the exterior deck.
7. No breakable glasses, dishes, or bottles are to be taken to any area outside the Recreation Room.
8. During the reserved event, the host/hostess must be present at all times.
9. Pets are not allowed in the Recreation Room, pool area or adjoining common areas.
10. The Recreation Room doors must be left unlocked. Furniture may not be removed without the prior consent of the Association via the On-Site Manager.
11. Furniture must be moved carefully, as dragging furniture damages the carpeting and flooring. Furniture must be returned to the original positions after the event.
12. No furniture is to be placed in the tile entry area, per Fire Department regulations, which also require the East and West EXIT doors to be completely clear.
13. Persons under the age of 21 are prohibited from the consumption of alcoholic beverages.
14. **Music and noise** must be kept at a reasonable level in consideration of the close proximity of living units. Noise levels should not be disruptive to daily life for residents.
15. No amplification of live musical performances is allowed.
16. Guests must not loiter in the vicinity of any unit, or wander in the walkways, elevators, or other common areas.

17. Please turn off all the lights, the gas fireplace and the air conditioning, and lock all doors upon leaving.
18. Application must be made at least ten days in advance of the planned event. The application, a \$50.00 nonrefundable rental fee for each rental reservation, and a check for \$200.00 as a refundable security deposit must be in the possession of the On-Site Manager. Make checks payable to The Ocean Terrace Condominium Association.
19. Notice of the reservation will be posted on the bulletin boards.
20. Prior to the return of the \$200.00 security deposit check, the resident host will be responsible for straightening up, cleaning and returning the Recreation Room to its prior condition by 10:00 AM the following morning and for the removal of all litter and debris from any areas used by their guests. Late clean-up may be accomplished *quietly* inside the Recreation Room. There is a minimum charge of \$25.00 if any additional cleanup is required.

**I have read and agree to abide by the Ocean Terrace Rules and Regulations. I will be present at all times during my event and I accept full responsibility and liability for the actions of my guests or service help, including any related damages.**

\_\_\_\_\_ Date: \_\_\_\_\_  
*Signature of Owner/Resident Lessee*

Accepted by:

\_\_\_\_\_ Date: \_\_\_\_\_