

# 7058

## The Estates Condominium Owners Association

### Rules

Civil Code 4225 requires that this notice be placed as the cover page on the governing documents.

#### **Civil Code 4225. Board Authority to Delete Discriminatory Covenants.**

(a) No declaration or other governing document shall include a restrictive covenant in violation of Section 12955 of the Government Code.

#### **Government Code §12956.1. Discriminatory Restrictions Disclosure.**

(a) As used in this section, "association," "governing documents," and "declaration" have the same meanings as set forth in Section 4000 et al. of the Civil Code.

**"If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."**

END OF NOTICE

# *The Estates*

Condominium Owners Association

## Association Rules

As authorized by paragraph 3.5(f) of the Association's CC&Rs

Board of Directors Approved March 2000 and amended January 2012.

The Estates Condominium Owners Association is a planned community comprised of 300 condominium homes in 5 buildings, spread over several acres of land. It is one of the few communities in the area to have such extensive amenities including swimming pool, Jacuzzi, sauna, tennis courts, clubhouse and gymnasium. All of this amidst park-like landscaping and aquascaping.

Due to the shared multi-dwelling lifestyle of our condominium community, we inherit the responsibility to govern our actions under various Federal, State, and local governmental guidelines and Laws, such as the Corporations Code, Civil Codes, fair housing laws, age discrimination regulations, California Real Estate Law, County Health and Safety Codes, Covenants, Conditions and Restrictions (CC&Rs), By-Laws and Articles of Incorporation.

Accordingly, the Board of Directors is obligated to provide guidelines, adopt reasonable rules for the daily conduct of owners, tenants and guests within the Estates Community.

Each homeowner is to abide by these rules. To protect all homeowners, those who break the rules may be subject to a loss of privileges and/or fines.

Please maintain your copy of the Association Rules where you can access them readily. We hope that the revised Association Rules will ensure that all residents live in harmony and receive the full enjoyment and equity of their homes.

Sincerely,

Board of Directors  
THE ESTATES CONDOMINIUM OWNERS ASSOCIATION

Welcome to The Estates!

We want to welcome you to our beautiful community in Palos Verdes Peninsula. We know you're busy with moving in and that you have very little time for a thorough reading of the Association Rules. For your convenience, we would like to bring to your attention a few "good neighbor" tips that you might find helpful during this busy time. This does not preclude your reading and being responsible for compliance with the CC&Rs, but serves to emphasize the following guidelines for new residents:

- Be considerate of your neighbors. NO loud noises (radios, TV's, vacuum cleaners, dishwashers, garbage disposals, loud conversations in the hallways or on patios, slamming of doors/cupboards, etc.) between 10:00 p.m. and 7:00 a.m.
- Restrict renovating work hours to 9:00 a.m. to 5:00 p.m. on weekdays, and 10:00 a.m. to 2:00 p.m. on Saturdays.
- Any hard surface floors (wood and/or tile) must have the appropriate degree of insulation to prevent noise transference between units.
- Balcony decorum: no obtrusive objects in view, including hanging clothes, rugs or towels, etc. Be cognizant of neighbors below when watering plants or sweeping.
- Pets: ~~NO DOGS ON PREMISES (even babysitting/visiting)~~. Cats are permitted, one per unit.
- Carry your common area key with you when in the common area.
- Smoking is prohibited in the Recreation Room and in all interior hallways.
- Laundry facilities within the units are strictly prohibited (costs to remove will be yours).
- Limit of four guests per unit in the Recreation Room and pool area. Resident must be with guests at all times.
- Never park in spaces reserved for Guests.

Remember: The more considerate you are of your neighbors, the more considerate they will be of you. Take the time to get to know your neighbors. The time invested in building a rapport with them will be well worth it in the long run.

Again, welcome to your new home!

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### DEFINITIONS

COMMON AREA -	“Common Area” includes the entire recreation area, green belt, walkways, garages, corridors, stairwells, elevators, foyers, laundry rooms, streets and roads.
MINOR CHILD -	A minor child is anyone who is under 18 years of age.

ADULT -

An adult is anyone who is 18 years of age or older.  
THE ESTATES CONDOMINIUM OWNERS ASSOCIATION  
Association Rules

The following revised Association Rules were adopted by the Board of Directors of the Condominium Owners Association. They reflect the conditions set out in the Covenants, Conditions and Restrictions (CC&R's), the By-Laws as well as a common sense approach to living in a condominium complex. Enforcement and observance of the Association Rules is not limited to the Board of Directors, and Security. All RESIDENTS share responsibility for understanding, upholding and observing the following Association Rules. The CC&R's and BY-Laws should also be read carefully.

Each homeowner signs an agreement stating that they have received a copy of these documents as part of the escrow. Please READ THESE IMPORTANT DOCUMENTS, which along with various local, state and federal laws govern the Homeowners Association at The Estates Condominium Owners Association. Additional copies can be obtained from Horizon Management Company or the on site office. **It is the responsibility of the owner to assure that any tenant is provided a copy of the CC&R and these Association Rules.**

I. PRIVACY

A. NOISE - Because we live in condominiums with common walls, floors, ceilings, hallways and outdoor areas, a serious infringement on privacy is noise. The following rules and guidelines are established:

1. Refrain from making any noise at any time that will disturb others. Disturbances that must be avoided include, but are not limited to:
  - a. Loud stereos and television. Speakers must be insulated from the floors and located away from the walls.
  - b. Loud conversations - especially in hallways, on walkways, on balconies and in the recreation areas.
  - c. Loud noise due to hard-soled shoes on uncarpeted areas within the home and unnecessary banging of cabinet doors.
  - d. Between 10 p.m. and 7 a.m., no noise beyond the individual home should be audible. Sliding glass doors should be kept closed during these hours and during large gatherings in the home to minimize noise. This also includes: noisy closing of doors, usage of dishwashers, garbage disposals and vacuums.

e. Worn water faucet washers shall be replaced so that the plumbing will not chatter and squeal. Felt tabs should be installed to keep cabinet door noise to a minimum.

#### B. SMOKE & NOXIOUS FUMES

1. Barbecues must not create excessive smoke or other noxious and/or toxic fumes.
2. Use gas or electric devices only.
3. Should excessive smoke occur while barbecuing, as a courtesy to your neighbors, turn on a portable fan, pointed away from your home to dispel smoke and help keep it from entering your home and your neighbors'. Keeping barbecues clean will reduce smoke.

#### C. BALCONY CARE

1. Use of the balcony for long term storage purposes is NOT permissible. This includes, but is not limited to items such as storage cabinets, storage boxes, refrigerators, couches, furniture not intended for outdoor use, clothes storage, etc. All items on balconies must be temporary, moveable and kept in reasonable condition such that the view from the Common Area does not detract from the general decor.
2. Trash, dead plants, leaves and other debris must not be thrown or swept over the edge of any balcony.
3. Upper floor balconies must not be doused with water that might drip over the balcony without the verbal approval of the home(s) below.
4. When watering plants on upper floor balconies, water must NOT be allowed to drip onto balconies below. Use saucers or drip pans.
5. No hanging towels or clothing, dead or uncared for plants, house furniture or other unsightly materials shall be kept on balconies.
6. Installation of sun shades or lighting fixtures on balconies must have prior written Board approval and must be of good exterior quality
7. Placement of any covering on the decking surface must be approved in writing by the Board of Directors.

#### D. SOLICITORS

1. Door-to-door soliciting is not allowed unless sanctioned by the Board of

Directors. Reporting of solicitations should be made to the on-site office, security guard or management company.

## II. PETS (Revised 1-25-12)

### 1. Allowable Pets

Homeowners and tenants with homeowner s permission only, may have a maximum of two pets, only one of which may be a dog. One or both pets may be domesticated cats.

Exotic cats and other wild animals such as raccoons, squirrels, opossums and snakes are prohibited. Farm animals such as chickens or other poultry, goats, pigs, pot belly pigs and sheep are prohibited. Caged birds are permitted, provided they are kept quiet and within the noise boundaries for other animals.

No resident may have two dogs in any unit. All pets must be spayed or neutered by six months of age. Proof of spaying or neutering must be provided to The Estates Office.

### 2. Registration of Dogs

Every dog must be registered and DNA tested at The Estates Office in the Recreation Room within five (5) days of arrival at The Estates. There will be a \$500 Registration Fee to register each dog, payable by the dog owner. DNA samples will be used to verify failure by dog owners to clean up after pets.

The Registration Fee shall be refundable to the dog owner upon the dog s demise or permanent departure from The Estates, less any DNA testing fees and any unpaid fines imposed on the owner as provided hereinafter.

Dogs already in residence at The Estates must be registered and DNA tested as set forth above, and the \$500 registration fee must be paid by the owner within five (5) days of the adoption and distribution of these rules. Failure or refusal to timely register dogs as set forth herein shall result in a \$300 fine per each five-day period of non-registration, until the dog is registered.

Tenants must provide written permission by the unit owner to keep a dog in the unit.

All dogs must be currently licensed and vaccinated and proof shall be provided by owners upon request.

### 3. Weight and Breed Prohibitions

Dogs over thirty (30) pounds in weight are prohibited, with the exception of certified service dogs. The following dog breeds are prohibited, with the exception of certified service dogs

(certified service dogs do not include companion dogs, which companion dogs are subject to these prohibitions): Akita Inu, American Bulldog, American Pit Bull Terrier, American Staffordshire Terrier, American White Shepherd, Anatolian Shepherd, Belgian Malinois, Borzoi, Boxer, Bullmastiff, Bull Terrier, Ca De Bou, Cane Corso, Chow Chow, Doberman Pinscher, Dogo Argentino, Dogue De Bordeaux, English Mastiff, Estrella Mountain Dog, Fila Brasileiro, German Shepherd, Great Dane, Great Pyrenees, Irish Wolf Hound, Kangal, Komondor, Leonberger, Neapolitan Mastiff, New Foundland, Otterhound, Presa Canario, Rottweiler, Saint Bernard, Scottish Deer Hound, Shar Pei, Shiba Inu, Siberian Husky, South African Boerboel, Spanish Mastiff, Staffordshire Bull Terrier, Tosa Inu, and Wolf Hybrid. This list of prohibited breeds may be augmented or supplemented from time to time at the discretion of the Board of Directors.

#### 4. Outdoor Pet Areas

Pets in transit are to be carried, restrained by a 6-foot leash, or placed in an animal carrier. Pets may be exercised on the perimeter road of the property or on the fire road only. No pets are allowed on the interior green belt, in the pool area or in the Recreation Room, except for registration purposes. Cats are not allowed outdoors except on a leash or in a carrier.

#### 5. Pet Waste Disposal

Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings in underground parking trash bins only. Cat litter may not be disposed of in toilets. No pet waste may be dropped down trash chutes unless securely double-bagged. All pet waste is to be cleaned up, including pet waste in ivy, on perimeter road, and around and behind carports.

#### 6. Pet Laundry

Pet laundry is to be taken to an offsite Laundromat. No pet laundry is to be done in The Estates laundry rooms, including horse laundry.

#### 7. Damage Caused by Pets

Pet care givers are financially responsible for any damage caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full financial responsibility of the pet owner.

#### 8. Nuisance

No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this paragraph include, but are not limited to the following:



- A. Pets whose unruly behavior causes personal injury or property damage.
- B. Pets who make noise continuously and/or incessantly for a period of ten minutes or intermittently for one hour or more, to the disturbance of any person at any time of day or night.
- C. Pets in common areas that are not under the complete physical control of a responsible human.
- D. Pets who relieve themselves on walls or floors of common areas.
- E. Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.
- F. Pets who are conspicuously unclean or parasite infested.

9. Feral Cat Colonies

Feeding and caring for feral cat colonies is prohibited.

10. Pet Visitors

Residents are responsible for the pets of guests who visit their unit. Such pets are subject to the same restrictions and requirements as resident pets. No pets of guests can stay overnight, and pet-sitting onsite is prohibited.

11. Indemnification of HOA

Pet caregivers shall indemnify the Association and hold it harmless against loss or liability of any kind arising from their pet(s).

12. Pet Complaints

Any resident or personnel observing an infraction of any of these rules shall attempt to obtain a witness to such infraction. Any complaint must be in writing and presented to the Board of Directors. The Board shall investigate such written complaint and, if in agreement, the Board shall give written notice of the violation and the matter will be set for a hearing. At the Board's discretion, immediate arrangements for a hearing may be made if the nature of the complaint involves personal injury or the imminent threat thereof. The Board of Directors may at any time require the permanent removal of any pet, if such pet is determined by the Board to be a nuisance or a danger to the community and its residents. If so determined, the pet caregiver will have ten (10) days to remove the pet from the premises. The Board of Directors also has the authority to assess and collect fines for violations of rules pertaining to pets, and to assess and collect amounts necessary to repair or replace damaged areas or objects.

13. Violations and Fines

Notwithstanding any rule or regulation set forth hereinabove, the standard fine schedule for violation of pet rules shall be as follows:

A. For barking and related noise violations:

- (1) First offense: \$75;
- (2) Second offense: \$150;
- (3) Third offense: \$300;
- (4) Fourth offense: permanent removal of pet.

B. For property damage or failure to clean up pet droppings or other waste (vomit, mud prints on floors or carpets, etc.):

- (1) First offense: \$125;
- (2) Second offense: \$250;
- (3) Third offense: \$500;
- (4) Fourth offense: permanent removal of pet.

Fines are payable separately from the pet registration fee and shall be paid with the next due homeowner's fees. Failure or refusal to pay fines shall be subject to collection procedures, and failure or refusal to pay fines may subject the homeowner to permanent removal of the pet. In the event of violation of pet rules by a tenant, the unit owner shall be responsible for the payment of fines.

~~A. No dogs are permitted **at any time**, within the complex. This includes but is not limited to visitors with dogs, dog sitting or other temporary conditions.~~

~~B. One (1) cat or other common domestic pet, other than a dog, is permitted provided it is kept for non-commercial purposes, and provided it does not create, in the opinion of the Board, an unreasonable annoyance or nuisance to residents. Litters must be removed from the premises as soon as they are weaned. No other animals are permitted within the complex without the written consent of the Board.~~

~~C. Pets are not permitted in the recreational areas. Cats are not permitted in hallways. Unidentified cats found roaming the hallways or recreational areas will be taken to the County Animal Shelter. Identified cats will be returned to their owners and a fine will be issued. Cat owners are encouraged to put I.D. tags on their pets.~~

~~D. Pet owners are to maintain immunizations and vaccinations as required by County Ordinance.~~

~~E. Used cat litter is to be bagged prior to disposal into waste bins. It is never to be thrown over the balconies or into the toilets. A clean litter box discourages insects and pests.~~

- F. ~~Pet owners should follow an effective flea control program.~~
- G. ~~Pet owners are responsible for spaying or neutering pets to discourage mating behavior and its accompanying fighting and noise.~~
- H. ~~Pet food shall not be left unattended on balconies.~~

III. STORAGE ROOMS.

- A. All items in storage must be packed in boxes of a size to be judged reasonable by the Board, and clearly marked with name of resident, address and stored in a neat, orderly manner. The Board will approve the amount to be stored and any exceptions will be authorized in writing..
- B. Only items belonging to residents may be stored.
- C. No flammable liquids, biological materials, firearms, fireworks, alcoholic beverages, or noxious materials may be stored. Storage of frequently used items is not permitted.
- D. Since the storage rooms are to be used for long-term storage only (90 days or more), access to them is as follows:
  - 1. Call for access 24 hours in advance
  - 2. Hours: 9 a.m. - 3pm Tuesday through Thursday  
9 a.m. - 12 noon on Saturdays
  - 1. Request for access during this time is to be made by telephone to the on-site office. Necessary information is to include building, home number, and storage room, name and telephone number. Accommodation to these times will be made as staffing permits.
- E. Assistance will NOT be provided in moving stored items.
- F. Resident use of storage rooms is at their own risk.
- G. Unidentified items will be disposed of at the Board's discretion.

IV. RESIDENT IDENTIFICATION.

- A. New owners are provided two (2) common area keys, and one garage entry device (clicker) from the prior owner at the time of escrow. It is the previous owner's responsibility to provide these.
- B. When a home is sold, leased, or rented the owner is to provide all keys and the garage

entry device to the new residents who will have exclusive rights to the common area. A maximum of two (2) common area keys and two (2) clickers will be issued per residence.

- C. NON RESIDENT/OWNERS RELINQUISH ALL COMMON AREA RIGHTS, INCLUDING PARKING, STORAGE AND RECREATION FACILITIES.
- D. Residents are required to carry their common area keys when in the common areas and upon request, present them to provide proof of residency.
- E. Lost common area keys and clickers must be reported to the on-site office immediately for security reasons.(Clickers are key coded and can be removed from the system when reported lost). Replacement cost for common area keys (\$100) and clickers (\$40) is the responsibility of the owner.
- F. Common area keys and clickers may not be loaned to non-residents.
- G. When approved by the Board, a change of common area keys and/or clickers may be required. Notification of schedule will be given to all owners.

V. MOVE-IN AND MOVE-OUTS

A. CHANGE IN OCCUPANCY

- 1. All owners must give written notice to the Board of a change in occupancy at least one (1) week prior to the change. Additionally, an Owner/Resident Information Questionnaire form must be completed and returned to the on-site office within one week. In the case of tenants, it is the responsibility of the owners to make sure that the forms are completed. The forms are available in the on-site office.

B. CHANGE IN OWNERSHIP

- 1. Escrow company is to contact Horizon Management to obtain pay-off and transfer information as well as to receive all copies of the Estates Condominium Association CC&R's, By-Laws, Association rules and Owner/Resident Information Questionnaire or obtain copies from the seller. Seller is to provide Common Area Keys, and garage entry device(s).
- 2. All new owners must complete The Estates Owner/Resident Information Questionnaire and submit it to the on site office. It is the responsibility of the seller to inform the buyer of these requirements.

C. FIRE ROAD, ELEVATORS AND HALLWAYS

- 1. The on-site office must be notified at least twenty-four (24) hours in advance of

moves requiring the opening of the gate for the fire road between 3603 and 3605 Hidden Lane. The gate may be opened during the hours of 7:30 a.m. and 3:00 p.m. Monday through Saturday. Variance in hours will be permitted as staffing allows.

2. Lower road gate cannot be opened, so larger vehicles must NOT drive past the curve in the fire road.
3. Elevators must not be "held" by the movers and shall be released when the "call button" comes on by another floor.
4. Residents moving in/out must vacuum the hallway carpets of debris, etc. upon completion of move.
5. For the consideration of other occupants, recommended moving hours are between 9:00 a.m. and 6:00 p.m. weekdays. **No moving shall occur between 10:00 p.m. and 7:00 a.m.**
6. Elevator ceiling panels should be removed, if necessary, and replaced when move is completed. Contact the Association office in the Recreation Building for assistance.
7. Vehicles used in the moving process must be kept on roadways and are not permitted to block roadways at any time. Wedging open the garage gates is not permitted. It may cause damage to the gate for which the mover will be liable.
8. Movers are responsible and liable for any damage to buildings or other structures that they may cause. If damage does occur, notify the on site office immediately.
9. Failure to clean and/or repair damage that may have occurred to the Common Area in moving will result in a charge for cleaning/repair to the home owner. Failure to report any damage to the *Estates* staff can result in additional penalty.

## VI. ARCHITECTURE AND GROUNDS.

1. SMOKING IS PROHIBITED IN ALL INTERIOR COMMON AREAS. This includes the Recreation Center, laundry rooms, corridors, interior stairwells and elevators.
2. No obstruction of common area walkways or entrance ways is permitted.
- C. No grocery store shopping carts are permitted within the complex.
- D. No alterations, additions or painting of exteriors including balcony walls and railings may be done without the permission of the Board.

- E. No vehicles of any kind are permitted on grass, planted areas or common walkways.
- F. No recreational devices (skates, skateboards, bicycles, roller blades, etc.) may be used in the garages or walkways at any time.
- G. Unauthorized persons are not permitted on building rooftops.
- H. No individual radio or T.V. antennas shall be installed on, or upon, exterior of any home or common area, without completion of an Application for Architectural Modification and approval from the Board of Directors.
- I. State and local ordinances must be observed if flammable fluids are brought into the homes. They shall not be brought into the common areas without the approval of the Board.
- J. Bulletin boards notices should not exceed 8 1/2 x 11 inches. All notices must be dated, and removed by the last Wednesday of the month. Only push pins may be used to post notices.( No posting outside the board, and tape is not permitted). Bulletin boards are for use by residents only. No commercial notices will be permitted. Posting of notices anywhere other than the bulletin boards is prohibited, unless prior approval is obtained from the Board of Directors.
- K. Individual Satellite Dish Antenna  
Legal rulings permit, within specified limits, the installation of small antenna (less than 39" in diameter) within condominiums. This will define that policy relative to these antenna within the *estates*.

1. All homeowners must notify the Board of their intent to install and maintain a satellite dish, which cannot be larger than 39½ inches.

2. The Board will review these notifications to ensure that all proposed dishes meet FCC criteria

Satellite dishes placed on a balcony or patio, but not affixed to them are permitted, but must be painted in neutral colors which match the Association's color scheme or shielded from public view by plants, screens, or furniture (so long as these are otherwise permitted). Any other installation location must be approved by the Board.

12. Washing Machines

The installation of washer and/or dryers within homes is prohibited because structural and plumbing design of the buildings do not support such devices.

VII. AUTOMOBILES-UNDERGROUND AND EXTERIOR PARKING AREAS AND DRIVEWAYS.

A. GENERAL

1. Drivers are to use caution at all times. Exiting and entering underground garages requires extra care. Use of headlights is encouraged.
2. Excessive oil, or other car drippings, etc. shall be the responsibility of the owner to clean. Use of kitty litter or drip pans should be used for maintenance. Remove kitty litter after 24hrs to prevent cats from using it as a litter box. Periodic inspections will be performed. If excessive fluids are observed, the owner shall receive notice to clean the area within 7 days. The owner is responsible for all liability until the area is cleaned. If the area is not cleaned, the Association will have the area serviced and will charge the owner.
3. No repair work is permitted on vehicles. All vehicles must be operable.
4. To keep noise levels low, blowing of vehicle horns or excessive squealing of tires is not permitted. Car alarms are to be set at a reasonable sensitivity level.
5. Car washing is approved only in designated areas for safety reasons.
6. No house trailers, boats, boat trailers, campers, limos, commercial trucks or similar vehicles shall be parked (or stored) in any area. Exceptions may be obtained with the written approval from the Board of Directors
7. Temporarily parked commercial vehicles must be parked legally. They must not have protruding equipment.
8. Vehicles must be parked between the lines and fully within their assigned and unassigned parking spaces. Vehicles extending over the borders of the adjacent spaces or into the driveways will be ticketed by the Sheriff and/or towed away at the vehicle owner's expense.
9. SPEED LIMIT IS TEN (10) MILES PER HOUR THROUGHOUT THE COMPLEX.

B. UNASSIGNED SPACES and GUEST PARKING

1. No car shall be parked for longer than 72 continuous hours in the same unassigned space. Cars parked longer are subject to towing at the vehicle owner's expense.
2. **Designated Guest Parking Areas are for parking of guests only**, not residents, and have a 12 hour parking limit. Violation may result in ticketing by the Sheriff and/or towing at the owner's expense

3. Cars parked in NO PARKING (RED EMERGENCY) ZONES, will be ticketed by the Sheriff and/or towed away at the vehicle owner's expense without notice.

C. ASSIGNED SPACES

1. All numbered spaces, either underground or outside, have been assigned as easements to specific homes. Cars assigned to a specific space may only park in that space and not in unassigned parking.
2. Vehicles parked in assigned spaces without residents' permission will be subject to tow-away at the residents' discretion, without notice, and at the vehicle owner's expense.
- 3.. Parking spaces are for parking vehicles and are not to be used for storage.
4. Motorcycles may be parked only in front of resident's assigned space.
5. Any renting or switching of owned spaces is the responsibility of the parties involved. The titled owner of the space retains all responsibility for the space.

VIII. RECREATION

A. RECREATION BUILDING RULES

1. SMOKING IS NOT PERMITTED IN THE RECREATION BUILDING.
2. Recreation Building hours are 8:00 a.m. to 11:00 p.m. Sunday through Thursday, and 8:00 a.m. to midnight Friday and Saturday.
3. PERSONS UNDER FOURTEEN (14) YEARS OF AGE MUST BE ACCOMPANIED BY AN ADULT WITH A COMMON AREA KEY.
4. Recreation facilities are for the use of residents and their guests only; limited to four guests per home.
5. No pets allowed.
6. Guests may use Recreation Building only when accompanied by a resident.
7. Pool tables and ping pong tables may not be reserved and may not be monopolized by one resident and their guests. NO FOOD or BEVERAGES are allowed in the pool table area.
8. No wet bathing suits. Footwear is required.



9. Recreation Building may be reserved by residents for private parties. When reserved, the resident host must abide by the "Clubhouse Facility Agreement". Fee and deposit apply when reserving the Recreation Building.
10. No resident may charge fees, donations or sell tickets for Recreation Building activities.
11. Recreation Building may not be used for profit-making activities.
12. It is the responsibility of residents to see that guests abide by all applicable rules.
13. No sitting on pool tables or counter tops.
14. No misuse of any furniture.
15. No alcohol to minors.
16. For insurance reasons, persons under 18 years of age are not permitted in the workout room unless accompanied by an adult.

#### B. RESERVING RECREATION ROOM RULES

1. A Recreation Building Reservation is required for all activities. The application must be completed and submitted a minimum of two (2) weeks in advance by resident host. The reservation form is available in the Recreation Building office.
2. The host reserving the clubhouse must abide by the rules contained in the reservation form as well as the rules contained herein.
3. Board may elect to require a Security Guard in attendance for certain events at the expense of the host.
4. Recreation Building may not be reserved for:
  - a. a time prior to 6:00 P.M. on weekends.
  - b. major holidays.
  - c. more than twice in any one calendar month.
  - d. more than once in one weekend.
  - e. Holiday eve(s) unless sponsored by the Board.
5. Guests may park only in unassigned and Guest parking areas.

#### C. POOL AND JACUZZI

1. GLASSWARE IS PROHIBITED.
2. HOURS:  
7:30 a.m. to 11:00 p.m. SUNDAY through THURSDAY  
7:30 a.m. to 12 midnight FRIDAY and SATURDAY
3. Excessive noise curfew is from 10:00 p.m. (no jumping, diving or loud noises). The security guard may close the area to use at any time for the violation of any rules.
4. Persons under 14 years of age must be accompanied by an adult with a common area key.
5. No person under 14 years of age is permitted in the Jacuzzi without an adult in the immediate Jacuzzi area. Children under 5 years of age and pregnant women are discouraged from using the Jacuzzi for both safety and health reasons.
6. Guests must be accompanied by host resident. Maximum of four (4) guests per home.
7. No pets allowed.
8. Only bathing suits may be worn in the pool and Jacuzzi. NO CUT OFFS OR DIAPERS. Infants are not allowed in the pool without bathing suits. INFANTS WHO ARE NOT TOILET TRAINED ARE NOT ALLOWED IN THE POOL OR JACUZZI FOR HEALTH AND SANITATION REASONS.
9. Pool and Jacuzzi may not be reserved for private parties.
10. No nude or semi-nude sun bathing or swimming is permitted, including infants and children.
11. Lounges and chairs may not be reserved unattended for an extended period of time.
12. No surfboards, swim fins, Styrofoam floats or adult floatation lounges may be used in the pool. Kick-boards and children's inflatable equipment only, and they must be removed when leaving.
13. No running, pushing (horseplay), dunking, splashing or screaming is allowed in the pool enclosure.
14. No diving or jumping from pool furniture, ladders, etc. No shallow water diving.

15. No radios in pool/Jacuzzi area except with use of earphones.
16. ALL RESIDENTS ARE REQUIRED TO HAVE COMMON AREA KEY IN THEIR POSSESSION IN THE POOL ENCLOSURE.
17. For security and safety purposes, do not wedge open self-locking gates at pool enclosure or in the Recreation area.
18. No volleyball playing after sundown.
19. Residents and/or guests may be ejected from Recreation areas after one verbal warning caused by misbehavior resulting in danger or serious annoyance to others. Such acts are to be reported to Security or the on-site office. Reports may be made to the Office at other times. If neither are available, concurrence of two residents may enforce ejection.

#### D. TENNIS COURTS

1. Court hours 8:00 a.m. to 10:00 p.m. daily.
2. Tennis courts are for playing tennis ONLY.
3. Warm-up time is 10 minutes.
4. Play is limited to one set of singles or one set of doubles or 30 minutes rallying/practicing. When set is tied 6-6, winner should be decided by a 9-point tiebreaker if others are waiting for a court.
5. Guests must play with residents only.
6. Only persons wearing tennis shoes are allowed on courts. Absolutely no other shoes are allowed.
7. Wait until play has ended on the court before entering or leaving. No spectators permitted on the court when games are in progress.
8. Keep the gate locked at all times. Open it for no one.
9. Personal lessons may not exceed 30 minutes.
10. Residents may not use courts to give lessons on a money-making basis.
11. No pets are permitted on courts at any time.
12. Courts will be closed every Thursday morning at 7:00 a.m. to 9:00 a.m. for

cleaning.

13. It is the responsibility of the resident to see that guests abide by these rules.
14. Residents and/or guests may be ejected from the Tennis Courts after one verbal warning due to misbehavior resulting in danger or serious annoyance to others. Such acts are to be reported to Security or the on-site office. Reports may be made to the Office at other times. If neither are available, concurrence of two residents may enforce ejection.

## IX. VIOLATIONS AND FINES.

It is required that anyone who wishes to report a violation ask the offender either to cease the activity or to take other appropriate corrective action. If the offender is cooperative and immediately complies with the CC&R's, By-Laws, and Association Rules, **NO** further action need be taken, otherwise, report the incident to the security guard (if available) or to the Association staff or Board of Directors.

1. AN OWNER ULTIMATELY BEARS THE RESPONSIBILITY FOR:
  - a.. THE BEHAVIOR OF CHILDREN RESIDING IN OR VISITING THAT Home.
  - b. GUESTS VISITING THAT Home AND TENANTS WHO RENT THAT Home.
  - c. PAYMENT OF ANY AND ALL FINES INCURRED BY THE ABOVE PERSONS IN CONNECTION WITH THE OWNED Home.
2. The Association's policy is to allow homeowners to attempt to work out disputes between them, as neighbors, without intervening. If necessary, however, the Association will review written complaints from homeowners regarding violations of the CC&R's, Bylaws, or Association Rules. Reports must be made within 10 days of the violation. All written complaints may be disclosed to the alleged violator
3. When a verified violation of the CC&R's, By-Laws, or Association Rules has been reported to the Board in writing:

The Board will write to the homeowner whom the alleged offender resides or is a guest. Homeowners are responsible for the acts of their tenants or guests. This letter will include:

- (1) Description of the offense.
- (2) Time period within which the offense must be remedied.
- (3) The date and time for a hearing at which time the homeowner may present their case.

4. The Board of Directors shall have the right to impose the following fines if deemed necessary:
  - a. First violation shall constitute a \$50.00 fine.
  - b. Second violation of the same rule shall constitute a \$100.00 fine.
  - c. Third violation and all succeeding violations shall constitute a \$200.00 fine.
  - d. After the third violation, further violations will result in court action to seek injunctive relief.
5. At the conclusion of a hearing, the Board will make a decision and will notify the homeowner in writing of the decision within 30 days. The judgement of the Board is FINAL.
6. Violations of these Association Rules and/or damage by tenants may result in fines and costs of repairs levied against the homeowners.
7. Violations due to vandalism, violence, safety hazard, or animal or human urination or defecation in the interior common areas will result in a fine of four (4) times the normal fine structure plus payment of damages. Further violations will result in court action to seek injunctive relief.
8. Immediate ejection of violators in the common and recreation areas are at the discretion of *Estates* staff, Horizon Management, Security or a member of the Board of Directors.

X. Neighbor to Neighbor Policy and Noise Policy

A. POLICY REGARDING ENFORCEMENT OF NOISE RESTRICTIONS

Because The Estates consists of condominiums that share common walls, floors and ceilings, and because The Estates was constructed more than 30 years ago, noise transmission from units and the common area can disturb other owners. The Association has received complaints about noise from homeowners. This policy will clarify the Association's enforcement of the noise guidelines and restrictions contained in the CC&Rs and Rules and Regulations.

The CC&Rs and California law provide the Association with the authority to enforce the CC&Rs and Rules and Regulations by imposing fines in accordance with the current fine schedule and seeking to abate the noise through legal action if the Board of Directors determines that the noise constitutes a nuisance. Failure to abide by the restrictions and guidelines contained in the CC&Rs and Rules and Regulations constitutes a violation of the governing documents. The Association intends to enforce the noise restrictions and guidelines contained in the CC&Rs and Rules and Regulations in

conformance with this policy.

1. All complaints from homeowners concerning noise will be investigated, however, in order to do so such complaints must be in writing and received within 30 days of the alleged violation. The complaints must either be delivered to the on-site office or mailed to Dolly Cross at Horizon Management Company, 21535 Hawthorne Boulevard, Suite 530, Torrance, California 90503. Forms for noise complaints are available in the on-site office at the complex and Mr. Watanabe, or his successor, will forward them to Horizon Management on the same business day they are received or, if they are received on a weekend day, they will be forwarded on the next business day.

2. Upon receiving a written complaint concerning noise, the Board of Directors will notify the owner(s) and/or tenant(s) who is/are accused of a noise violation and invite him/her/them to attend a hearing before the Board of Directors during which the violation will be discussed. A copy of the complaint shall be provided to him/her/them prior to the hearing. If the owner(s) and/or tenant(s) who are accused of a noise violation do(es) not attend the hearing, the Board of Directors may find that a violation has occurred and a fine may be imposed even in his/her/their absence.

3. If the complaint is from 1 owner only, the Board of Directors will generally need corroborating evidence of the violation. This evidence may consist of: (1) written complaints from other owners/tenants who have personal knowledge of the violation; (2) objective findings that the floor/ceiling/wall installation violates applicable Code provisions or applicable municipal ordinances; or (3) recordings of the noise which are verifiable and credible as to date, time, place and operator.

4. A citation by law enforcement for excessive noise, an arrest as a result of excessive noise, an arrest for a noise-related violation, or an arrest for disturbing the peace while on The Estates premises shall constitute a rebuttable presumption that a violation has occurred. A rebuttable presumption means that the Board of Directors will presume that a violation occurred unless the Board is persuaded by sufficient evidence that a violation did not occur.

5. If a homeowner or tenant is found civilly liable for a noise-related violation, civilly liable for the commission of a nuisance relating to a noise violation, or civilly liable for disturbing the peace at The Estates, such civil liability shall constitute a rebuttable presumption that a violation has occurred.

6. Multiple and recurring violations will result in the imposition of escalating fines in accordance with the Association's current fine schedule. In addition, the Board of Directors has the right to proceed with filing a lawsuit to seek an injunction to prevent a continuing nuisance, in addition to any other remedies.

#### B. NEIGHBOR TO NEIGHBOR DISPUTE POLICY

This Neighbor to Neighbor Dispute Policy was duly adopted by the Board of Directors of The Estates Condominium Association ("Association") on November 16, 2011. Nothing herein is intended to be construed as an attempt to relieve the Association or the Board of Directors from any of its duties under the Declaration of Covenants, Conditions and Restrictions or any other Governing Documents of the Association, or under California law. This Policy only establishes a prerequisite to Association involvement in certain, limited, "Neighbor to Neighbor Disputes," as defined herein. While the Association has the duty to administer and manage the affairs of the Association, it does not have a duty to take action on every alleged violation of the governing documents, especially homeowner-to-homeowner disputes.

#### A. DEFINITIONS

1. "Neighbor to Neighbor Dispute" shall mean a dispute or complaint(s) lodged by one Unit Owner against another Unit Owner which, in the Board's sole discretion, does not impact or involve the Common Area (examples include, but are not limited to, utility installations, noise, animals) or any clearly defined Association responsibility pursuant to California law or the Governing Documents. Both the Association and individual owners in the Association have the right to enforce the CC&Rs, Bylaws, the Rules and Regulations, and any other duly enacted Association rules or policies pursuant to Civil Code Section 1354.
2. "ADR" shall mean Alternative Dispute Resolution; specifically, mediation or arbitration, as more particularly outlined in Civil Code Sections 1363.810, et seq. and 1369.510, et seq.
3. "IDR" shall mean Internal Dispute Resolution; specifically, an in-person meeting between the involved Unit Owners and, if requested by the involved Unit Owners and if approved by the Board, a Board member or other representative of the Association as designated by the Board of Directors.
4. "Written Certification" shall mean a letter signed by the disputing parties, certifying that one party requested the other party to submit the dispute to ADR or IDR and, either the requested procedure(s) was completed or the other party refused to submit the dispute to the requested procedure(s).

#### B. POLICY TERMS

1. When a written complaint is made to the Board regarding interpretation of rights under, or enforcement of, the governing documents, the Board shall, at its next scheduled meeting, discuss the complaint and make a determination in the exercise of its reasonable

business judgment based upon the particular facts, as to whether or not the complaint or dispute constitutes a Neighbor to Neighbor Dispute. The Board of Directors will only consider complaints submitted in writing. Because of the nature of neighbor-to-neighbor disputes, it is essential that all communications be in writing.

2. If the Board finds that the complaint constitutes a Neighbor to Neighbor Dispute, it shall notify all involved Unit Owners within fifteen (15) days of its decision, by sending a notice in writing by U.S. First Class mail advising that the Association will not take substantive involvement in resolving said dispute. Said notice shall describe any and all ADR and/or IDR procedures available to the parties, including whether or not the Board may become involved in any such procedures, as a facilitator. Notwithstanding the foregoing, the investigation of the Board of Directors may include calling all involved parties to an executive session meeting to discover additional facts. After the Association conducts a good faith investigation, the Board will determine if evidence supports the complaint. If so, the Association will take appropriate action to address the complaint. If not, and the Board reasonably determines it is a Neighbor-to-Neighbor issue; the Board reserves the right to take no further action and shall advise the parties of said determination.

3. The notice shall direct the involved Unit Owners to use their best efforts to submit their dispute to the applicable ADR or IDR procedure, prior to seeking formal association involvement in resolving the dispute.

4. The Association may, in the sole discretion of the Board, may elect to facilitate or participate in IDR, under the following conditions:

(a) Where the Association has received more than one complaint, in writing, about the matter in dispute, and such complaints are from more than one Unit; or

(b) Where all Unit Owners involved in the dispute as complaining or responding parties, agree to and request the Association's participation.

In the event the Association decides to facilitate and/or participate in IDR, the Board may authorize the use of Common Area facilities for the holding of the IDR, and may designate a member of the Board or other agent or representative of the Association to provide any relevant information or material assistance with scheduling or coordination, or to directly participate in the IDR meeting.

In the event the Association becomes involved in or participates in any facet of IDR, from scheduling, to provision of Common Area meeting rooms or facilities or documents, to direct participation, it shall be expressly agreed by all involved Unit Owners that any costs incurred by the Association to so participate, shall be borne by the involved Unit Owners. The parties can use IDR to address their concerns and needs in order to live amongst each other amicably. Should the Association offer said IDR, the



Association will invite both parties to a meeting and provide an organized forum and structure to facilitate an effective discussion of the pending issues. The Association may, but reserves the right not to, make recommendations to the parties. Otherwise, in the event that any such IDR is offered to the parties, the Association makes no promises, warranties, or guarantees that said proceeding will be effective to address the issues. Should any such IDR take place, the Association is acting under an express reservation of rights regarding said proceeding and its offer is contingent upon the parties releasing the Association of any liability pertaining thereto whatsoever. Acceptance by the parties to attend the IDR will imply their express agreement regarding this release of liability.

The Association may, but need not, offer the above outlined IDR to any such neighbor-to-neighbor dispute. In the event the Association does not offer said IDR, the parties are nonetheless encouraged to meet and discuss their issues and work on finding acceptable resolutions to said issues. The parties should consider any of the following as a means by which to resolve their neighbor-to-neighbor issue: (1) have a third party neutral (including a neighbor) facilitate a meeting; (2) submit the dispute to non-binding mediation; (3) submit the dispute to binding mediation or arbitration; (4) other as agreed upon by the parties. It is expressly understood that Association will not become involved in facilitating any ADR.

# THE ESTATES CONDOMINIUM OWNERS ASSOCIATION

July 23, 2015

Dear Homeowners:

In June, the membership was advised of the proposed Code of Conduct policy pertaining to member conduct in the common areas and conduct at Board of Directors and membership meetings.

Now that the 30-day comment period has passed, the Board of Directors at the July 8, 2015 meeting approved the new policy.

The new policy was implemented immediately following the July 8<sup>th</sup> meeting.

Thank you for your understanding and adherence to the policy.

Sincerely,

Board of Directors  
The Estates Condominium Owners Association

# THE ESTATES CONDOMINIUM OWNERS ASSOCIATION

## CODE OF CONDUCT

*Adopted July 8, 2015*

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

### **A. CODE OF CONDUCT – COMMON AREAS**

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

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

## **B. BOARD & MEMBERSHIP MEETINGS**

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

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

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

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

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

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

**C. DIRECTOR CONDUCT**

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

## THE ESTATES CONDOMINIUM OWNERS ASSOCIATION

The Estates Condominium Association ("Association") proposes the following additions to the Association's Rules and Regulations:

### Use of Common Area Traffic Lanes

- To protect the safety of the community, no person and no object shall be permitted to obstruct, hinder, block access to, congest, interfere with, or loiter in the Common Area driveways, traffic lanes or fire lanes. Violators will be subject to discipline.
- To further protect the safety of the community, the recreational use of any scooters, bicycles, skateboards, wagons or similar equipment or devices, whether motorized or otherwise are prohibited in the buildings, garages, Common Area driveways, traffic lanes and/or fire lanes. Bicycles are only permitted to be used in these areas for ingress and egress to/from the owner's unit. Violators will be subject to discipline.
- All owners are responsible for ensuring that their tenants, guests, family members and/or invitees comply with these Rules and Regulations at all times while present in the community.

### Parking

- The Association may identify, designate, label, mark and/or define certain Common Area parking spaces for short term use, such as for loading/unloading. The Association shall clearly label, post signs and/or paint the curb on such spaces to indicate the limit on the amount of time a vehicle may be parked therein. Violators will be subject to discipline and/or may be towed for exceeding the posted time limit.

# THE ESTATES CONDOMINIUM ASSOCIATION

A California Non-Profit Mutual Benefit Corporation

## RESOLUTION OF THE BOARD OF DIRECTORS REGULATING SMOKING

**WHEREAS**, numerous studies have found that tobacco smoke is a major contributor to air pollution, and that breathing secondhand smoke is a cause of disease, including lung cancer, in nonsmokers. Health hazards induced by breathing secondhand smoke include, but are not limited to, lung cancer, heart disease, respiratory infection, decreased respiratory function, bronchoconstriction, and broncho-spasm;

**WHEREAS**, the United States Environmental Protection Agency has found secondhand smoke to be a risk to public health and has classified secondhand smoke as a group A carcinogen, the most dangerous class of carcinogen;<sup>1</sup>

**WHEREAS**, the U.S. Surgeon General has concluded that there is no risk-free level of exposure to secondhand smoke;<sup>2</sup>

**WHEREAS**, secondhand smoke can seep under doorways and through wall cracks,<sup>3</sup> and the only way to fully protect nonsmokers from secondhand smoke is to completely eliminate smoking in indoor spaces. Separating smokers from nonsmokers, cleaning the air, ventilating buildings cannot completely eliminate exposure to secondhand smoke;<sup>4</sup>

**WHEREAS**, because second-hand smoke is injurious to health, even low levels of exposure are considered a nuisance. As a result, municipalities, landlords and associations are increasingly restricting or prohibiting smoking in the common areas, in exclusive use common areas such as balconies and patios, and in some instances even in units;

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<sup>1</sup> U.S. Dep't of Health and Human Servs., Centers for Disease Control and Prevention, *Exposure to Environmental Tobacco Smoke and Cotinine Levels- Fact Sheet* (2004), (last accessed March 23, 2005).

<sup>2</sup> U.S. Dep't of Health and Human Servs., Centers for Disease Control and Prevention, *The Health Consequences of Involuntary Exposure to Tobacco Smoke: A Report of the Surgeon General* 11 (2006), (last accessed Sept. 19, 2006).

<sup>3</sup> J. Wagner et al., *Environmental Tobacco Smoke Leakage from Smoking Rooms*, *Journal of Occupational and Environmental Hygiene*, 1:110-118 (2004), (last accessed April, 2005).

<sup>4</sup> U.S. Dep't of Health and Human Servs., Centers for Disease Control and Prevention, *The Health Consequences of Involuntary Exposure to Tobacco Smoke: A Report of the Surgeon General* 11 (2006), (last accessed February 22, 2013).

**WHEREAS**, the Association requires a clear and consistent policy for prohibiting smoking within the common areas, including areas designated for exclusive use by residents, and for handling complaints arising from smoking and similar “nuisance” activity originating from the Common Area and within a Unit, and for the enforcement of violations of governing document provisions relating to nuisances, arising from the same;

**WHEREAS**, the Association’s Board of Directors has consulted with legal counsel to develop a Smoking Policy;

**WHEREAS**, Article II, Section 2.5 of the Association’s Declaration of Covenants, Conditions and Restrictions (“CC&Rs”) provides, in relevant part: “No noxious, offensive or unlawful activity shall be carried on in or upon any Condominium or any part of the Project, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective Condominium, or which shall in any way increase the rate of insurance on the Project.””;

**WHEREAS**, Article III, Section 3.5(f) of the Association’s CC&Rs provides the Board with the power and duty to formulate and adopt rules of operation of the Association Property;

**THEREFORE**, the Board of Directors finds it necessary to establish the following Smoking Policy to protect the health and safety of residents within the community and to protect the value and desirability of ownership of property within the Association.

- Smoking of cigarettes, clove cigarettes, cigars, marijuana, illegal or illicit narcotics, or other such smokable substances, including vaporized substances, (“Smoking”) is prohibited in all Common Areas, including, but not limited to, the swimming pool area, barbeque area, tennis courts, recreation room, sidewalks, landscaping areas, laundry rooms and any common recreational facilities or amenities. The smoking prohibition in the Common Areas shall not extend to the main roads (Hidden and Estates Lanes), which shall be smoking permissible areas.
- Smoking is not permitted within exclusive use common areas, including but not limited to the balconies.
- Residents may not conduct noxious or offensive activities within their Units, and cannot allow use of their Units to create a nuisance or annoyance to the neighborhood or interfere with the quiet enjoyment of the other residents’ respective Units, including, without limitation smoking anywhere in the Common Area, including all portions of the Common Area dedicated for exclusive use of a Unit. An exception exists in the Common Area for any areas specifically identified as a “smoking area.”



- Smoking within an individual owner's Unit may create a nuisance. Although smoking and other activities are not categorically prohibited by the existing CC&Rs, nonetheless such activities may be deemed a nuisance, in violation of the CC&Rs, if smoking with a particular Unit or other activity becomes an annoyance or nuisance to the community, or interferes in any way with the quiet enjoyment of other residents' Units. This requires a case-specific evaluation of the circumstances, frequency, timing, and level of intrusion caused by the complained of conduct.
  - If smoking within a Unit becomes an annoyance or nuisance, or interferes with the quiet enjoyment of other residents' Units, as determined by the Board in its sole discretion, the smoking resident may be required to prevent second hand smoke from entering adjacent units, including, without limitation, performing one or more of the following at his/her sole cost and expense:
    - Resident must purchase an air purifier with a HEPA and charcoal filter and operate them inside the unit at a level that prevents smoke from migrating to surrounding areas.
    - Resident must seal all penetrations in walls, ceilings and floors to prevent smoke from migrating to surrounding areas.
    - Resident must install exhaust fans that filter and vent to the outdoors.
    - Resident must install weather stripping and door sweeps around their external doors.
  - The Board may, but shall have no obligation to, investigate any single complaint by an adjacent owner regarding drifting smoke, at its discretion. However, in the event that a complaint of drifting smoke regarding a particular Unit is confirmed by more than one complaining owner, or more than one incident of drifting smoke is complained of within any sixty-day period, the complaint shall be considered a confirmed complaint. The Board, and/or Association staff, shall investigate all such confirmed complaints for conformance with the governing documents, including the CC&Rs and this policy. Residents lodging complaints are strongly encouraged to submit objective information concerning the circumstances of the incident, including, without limitation, video, expert reports, logs for dates, times and locations for the drifting smoke, the identity or descriptions of any other occupants, residents or owners involved or impacted, and specific documentation of any medical conditions, property damage, or other specific effects of the complained of conduct. The identities of complaining parties may be revealed to other involved parties, if the Board determines, in its discretion, that this is necessary to investigate and/or resolve the complaint.

- If the Board and/or Association staff cannot confirm a reported nuisance, through independent, objective evidence (including, without limitation, direct confirmation of the facts through personal inspections, expert reports, video, or similar documentation), the Board may, in its discretion, deem the matter a neighbor to neighbor dispute, or may, but shall have no obligation to, intervene with the parties involved to assist with resolution through internal dispute resolution meetings, or similar efforts.
- In determining whether any smoking activity constitutes a “nuisance” for the purposes of this policy, the Board shall consider whether any resident has submitted evidence that the smoke emanating from a particular Unit has caused or exacerbated a safety or health condition. Upon receipt of such information, the Board of Directors shall investigate and determine whether or not the Board concludes, in its sole discretion, the smoking at issue is a nuisance to the complainant, whether or not it is confirmed by more than one owner.

**NOW, BE IT RESOLVED** that this Smoking Policy is formally accepted by the Board of Directors of The Estates Condominium Association effective the 22<sup>nd</sup> day of June 2016.

We direct the Consent be filed in the Minute Book for the Corporation.

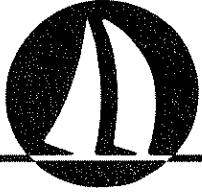
**THE ESTATES CONDOMINIUM  
ASSOCIATION**

Dated: 6/30/, 2016

By: Stephen J. Bergman

Dated: 6-30, 2016

By: Jill Jan



# HORIZON MANAGEMENT COMPANY

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January 27, 2012

To: All Homeowners – The Estates Condominium Owners Association

Re: Approved Pet Rules

Dear Homeowners,

Included with this letter are the formally adopted pet rules that were approved by the Board of Directors at the January 25, 2012 board meeting.

The following completely replace Section II PETS within rule booklet. The rules are as follows:

## II. PET RULES AND REGULATIONS

### 1. Allowable Pets

*Homeowners and tenants with homeowner s permission only, may have a maximum of two pets, only one of which may be a dog. One or both pets may be domesticated cats.*

*Exotic cats and other wild animals such as raccoons, squirrels, opossums and snakes are prohibited. Farm animals such as chickens or other poultry, goats, pigs, pot belly pigs and sheep are prohibited. Caged birds are permitted, provided they are kept quiet and within the noise boundaries for other animals.*

*No resident may have two dogs in any unit. All pets must be spayed or neutered by six months of age. Proof of spaying or neutering must be provided to The Estates Office.*

### 2. Registration of Dogs

*Every dog must be registered and DNA tested at The Estates Office in the Recreation Room within five (5) days of arrival at The Estates. There will be a \$500 Registration Fee to register each dog, payable by the dog owner. DNA samples will be used to verify failure by dog owners to clean up after pets.*

*The Registration Fee shall be refundable to the dog owner upon the dog s demise or permanent departure from The Estates, less any DNA testing fees and any unpaid fines imposed on the owner as provided hereinafter.*

*Dogs already in residence at The Estates must be registered and DNA tested as set forth above, and the \$500 registration fee must be paid by the owner within five (5) days of the adoption and distribution of these rules. Failure or refusal to timely register dogs as set forth herein shall result in a \$300 fine per each five-day period of non-registration, until the dog is registered.*

*Tenants must provide written permission by the unit owner to keep a dog in the unit.*

*All dogs must be currently licensed and vaccinated and proof shall be provided by owners upon request.*

3. *Weight and Breed Prohibitions*

*Dogs over thirty (30) pounds in weight are prohibited, with the exception of certified service dogs. The following dog breeds are prohibited, with the exception of certified service dogs (certified service dogs do not include companion dogs, which companion dogs are subject to these prohibitions): Akita Inu, American Bulldog, American Pit Bull Terrier, American Staffordshire Terrier, American White Shepherd, Anatolian Shepherd, Belgian Malinois, Borzoi, Boxer, Bullmastiff, Bull Terrier, Ca De Bou, Cane Corso, Chow Chow, Doberman Pinscher, Dogo Argentino, Dogue De Bordeaux, English Mastiff, Estrella Mountain Dog, Fila Brasileiro, German Shepherd, Great Dane, Great Pyrenees, Irish Wolf Hound, Kangal, Komondor, Leonberger, Neapolitan Mastiff, New Foundland, Otterhound, Presa Canario, Rottweiler, Saint Bernard, Scottish Deer Hound, Shar Pei, Shiba Inu, Siberian Husky, South African Boerboel, Spanish Mastiff, Staffordshire Bull Terrier, Tosa Inu, and Wolf Hybrid. This list of prohibited breeds may be augmented or supplemented from time to time at the discretion of the Board of Directors.*

4. *Outdoor Pet Areas*

*Pets in transit are to be carried, restrained by a 6-foot leash, or placed in an animal carrier. Pets may be exercised on the perimeter road of the property or on the fire road only. No pets are allowed on the interior green belt, in the pool area or in the Recreation Room, except for registration purposes. Cats are not allowed outdoors except on a leash or in a carrier.*

5. *Pet Waste Disposal*

*Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings in underground parking trash bins only. Cat litter may not be disposed of in toilets. No pet waste may be dropped down trash chutes unless securely double-bagged. All pet waste is to be cleaned up, including pet waste in ivy, on perimeter road, and around and behind carports.*

6. *Pet Laundry*

*Pet laundry is to be taken to an offsite Laundromat. No pet laundry is to be done in The Estates laundry rooms, including horse laundry.*

7. *Damage Caused by Pets*

*Pet care givers are financially responsible for any damage caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full financial responsibility of the pet owner.*

8. *Nuisance*

*No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this paragraph include, but are not limited to the following:*

- A. Pets whose unruly behavior causes personal injury or property damage.*
- B. Pets who make noise continuously and/or incessantly for a period of ten minutes or intermittently for one hour or more, to the disturbance of any person at any time of day or night.*
- C. Pets in common areas that are not under the complete physical control of a responsible human.*
- D. Pets who relieve themselves on walls or floors of common areas.*
- E. Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.*
- F. Pets who are conspicuously unclean or parasite infested.*

*9. Feral Cat Colonies*

*Feeding and caring for feral cat colonies is prohibited.*

*10. Pet Visitors*

*Residents are responsible for the pets of guests who visit their unit. Such pets are subject to the same restrictions and requirements as resident pets. No pets of guests can stay overnight, and pet-sitting onsite is prohibited.*

*11. Indemnification of HOA*

*Pet caregivers shall indemnify the Association and hold it harmless against loss or liability of any kind arising from their pet(s).*

*12. Pet Complaints*

*Any resident or personnel observing an infraction of any of these rules shall attempt to obtain a witness to such infraction. Any complaint must be in writing and presented to the Board of Directors. The Board shall investigate such written complaint and, if in agreement, the Board shall give written notice of the violation and the matter will be set for a hearing. At the Board's discretion, immediate arrangements for a hearing may be made if the nature of the complaint involves personal injury or the imminent threat thereof. The Board of Directors may at any time require the permanent removal of any pet, if such pet is determined by the Board to be a nuisance or a danger to the community and its residents. If so determined, the pet caregiver will have ten (10) days to remove the pet from the premises. The Board of Directors also has the*

authority to assess and collect fines for violations of rules pertaining to pets, and to assess and collect amounts necessary to repair or replace damaged areas or objects.

13. *Violations and Fines*

*Notwithstanding any rule or regulation set forth hereinabove, the standard fine schedule for violation of pet rules shall be as follows:*

A. *For barking and related noise violations:*

- (1) *First offense: \$75;*
- (2) *Second offense: \$150;*
- (3) *Third offense: \$300;*
- (4) *Fourth offense: permanent removal of pet.*

B. *For property damage or failure to clean up pet droppings or other waste (vomit, mud prints on floors or carpets, etc.):*

- (1) *First offense: \$125;*
- (2) *Second offense: \$250;*
- (3) *Third offense: \$500;*
- (4) *Fourth offense: permanent removal of pet.*

*Fines are payable separately from the pet registration fee and shall be paid with the next due homeowner s fees. Failure or refusal to pay fines shall be subject to collection procedures, and failure or refusal to pay fines may subject the homeowner to permanent removal of the pet. In the event of violation of pet rules by a tenant, the unit owner shall be responsible for the payment of fines.*

If you are one of the few homeowners with a pet currently on the premises please see Ross Watanabe immediately to register your pet. The cost to ignore these rules is excessive; your cooperation is expected and appreciated.

At the direction of the Board of Directors,  
The Estate Condominium Owners Association



Dolly Cross .....  
Horizon Management Company

## THE ESTATES CONDOMINIUM OWNERS ASSOCIATION

### POLICY REGARDING ENFORCEMENT OF NOISE RESTRICTIONS

Because The Estates consists of condominiums that share common walls, floors and ceilings, and because The Estates was constructed more than 30 years ago, noise transmission from units and the common area can disturb other owners. The Association has received complaints about noise from homeowners. This policy will clarify the Association's enforcement of the noise guidelines and restrictions contained in the CC&Rs and Rules and Regulations.

The CC&Rs and California law provide the Association with the authority to enforce the CC&Rs and Rules and Regulations by imposing fines in accordance with the current fine schedule and seeking to abate the noise through legal action if the Board of Directors determines that the noise constitutes a nuisance. Failure to abide by the restrictions and guidelines contained in the CC&Rs and Rules and Regulations constitutes a violation of the governing documents. The Association intends to enforce the noise restrictions and guidelines contained in the CC&Rs and Rules and Regulations in conformance with this policy.

1. All complaints from homeowners concerning noise will be investigated, however, in order to do so such complaints must be in writing and received within 30 days of the alleged violation. The complaints must either be delivered to the on-site office or mailed to Dolly Cross at Horizon Management Company, 21535 Hawthorne Boulevard, Suite 530, Torrance, California 90503. Forms for noise complaints are available in the on-site office at the complex and Mr. Watanabe, or his successor, will forward them to Horizon Management on the same business day they are received or, if they are received on a weekend day, they will be forwarded on the next business day.

2. Upon receiving a written complaint concerning noise, the Board of Directors will notify the owner(s) and/or tenant(s) who is/are accused of a noise violation and invite him/her/them to attend a hearing before the Board of Directors during which the violation will be discussed. A copy of the complaint shall be provided to him/her/them prior to the hearing. If the owner(s) and/or tenant(s) who are accused of a noise violation do(es) not attend the hearing, the Board of Directors may find that a violation has occurred and a fine may be imposed even in his/her/their absence.

3. If the complaint is from 1 owner only, the Board of Directors will generally need corroborating evidence of the violation. This evidence may consist of: (1) written complaints from other owners/tenants who have personal knowledge of the violation; (2) objective findings that the floor/ceiling/wall installation violates applicable Code provisions or applicable municipal ordinances; or (3) recordings of the noise which are verifiable and credible as to date, time, place and operator.

4. A citation by law enforcement for excessive noise, an arrest as a result of excessive noise, an arrest for a noise-related violation, or an arrest for disturbing the peace while on The Estates premises shall constitute a rebuttable presumption that a violation has occurred. A rebuttable presumption means that the Board of Directors will presume that a violation occurred

unless the Board is persuaded by sufficient evidence that a violation did not occur.

5. If a homeowner or tenant is found civilly liable for a noise-related violation, civilly liable for the commission of a nuisance relating to a noise violation, or civilly liable for disturbing the peace at The Estates, such civil liability shall constitute a rebuttable presumption that a violation has occurred.

6. Multiple and recurring violations will result in the imposition of escalating fines in accordance with the Association's current fine schedule. In addition, the Board of Directors has the right to proceed with filing a lawsuit to seek an injunction to prevent a continuing nuisance, in addition to any other remedies.



## **HARDWOOD FLOORING RULES:**

- **Install underlayment on Concrete Floor before installing hardwood flooring!**

### **TYPES OF UNDERLAYMENT**

- **Best:** ½ inch cork material (Best for sound absorption).
- **Acceptable:** “Hush Step” rubber padding.
- **Not acceptable:** 1/8 inch blue foam material. Absolutely NO good! Neighbors will complain about noise.
- **NOTE: CC&R’s (Covenants, Conditions & Restrictions)**
  - Some Condo Associations state carpeting only ... no exceptions!
  - Some Condo Associations state cork underlayment only. No exceptions ... violators, when discovered, must rip out hardwood flooring or install new carpeting on top of hardwood flooring.

### **GOOD NEIGHBOR TIPS:**

- **Never install tile in second and third floor units!**
- **Advise neighbors about project before you start job ... installing hardwood flooring is noisy.**
- **Construction hours are:** 9am
  - Week days ... ~~8 a.m.~~ to 5 p.m.
  - Saturday ... 10 a.m. to 5 p.m. 2pm
  - No work on Sunday or Holidays.

per revised Rules & Regulations dated 1/2012
- **Contractors equipment must be kept inside home or on balcony ... never leave equipment in common area hallway.**
- **After installing hardwood flooring, never wear leather soled shoes or high heels inside your home ... use slippers or rubber soled shoes.**

## **HARDWOOD FLOOR CONTRACTORS:**

- **Gregg's Floor Covering / Hardwood Flooring**
  - **Ask for Gary Lane**
  - **Phone: (310) 540-5666 ... Redondo Beach**
  
- **American Carpet / Hardwood Flooring**
  - **Phone: (310) 375-4545 ... Torrance**
  -
  
- **Fred's Carpet / Hardwood Flooring**
  - **Phone: (310) 533-8133 ... Torrance**

Thickness

5/32" (.156)

Density

30 lbs.

Moisture Barrier

no

Weight

62 oz./sq

Color

black

Composition

rubber

R-Value

0.44

Warranty

15 years

ASTM D 2859-96  
Flammability Pill Test

passes

ASTM E 492-90 IIC

59

ASTM E 90-97 STC

53

CRI Indoor Air Quality Test

passes

Product Code

BV0035



*Leygett & Platt*  
INCORPORATED

www.leygettandplatt.com

15 Year  
LIMITED WARRANTY

CLASSIC  
UNDERLAYMENT

- Reduces noise and footfall
- Prevents scratches from your new laminate floor
- Keeps your laminate floor from getting noisy
- Keeps your laminate floor from getting noisy
- Keeps your laminate floor from getting noisy
- Keeps your laminate floor from getting noisy

ISO9000 COMPLIANT | LP9000 CERTIFIED

Hush STEP

FOR USE UNDER:

- ✓ LAMINATE
- ✓ ENGINEERED WOOD
- ✓ FLOATING HARDWOOD

FOR USE UNDER:

- ✓ LAMINATE
- ✓ ENGINEERED WOOD
- ✓ FLOATING HARDWOOD

© CR1 Indoor Air Quality Test

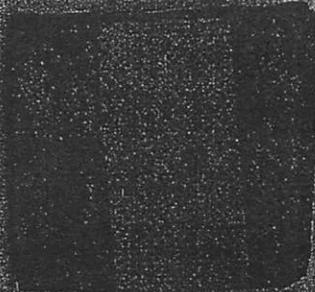
Fast & easy to install

100% waterproof

100-1500035 L

CORK  
1/2"

"Hush Step"  
Rubber padding



# THE ESTATES CONDOMINIUM OWNERS ASSOCIATION

## NOTICE OF RULE ADOPTION: COMMON AREA TRAFFIC LANES/PARKING

At the Open Meeting held on October 26, 2016, the following additions to the Association's Rules and Regulations were approved:

### "Use of Common Area Traffic Lanes

- To protect the safety of the community, no person and no object shall be permitted to obstruct, hinder, block access to, congest, interfere with, or loiter in the Common Area driveways, traffic lanes or fire lanes. Violators will be subject to discipline.
- To further protect the safety of the community, the recreational use of any scooters, bicycles, skateboards, wagons or similar equipment or devices, whether motorized or otherwise are prohibited in the buildings, garages, Common Area driveways, traffic lanes and/or fire lanes. Bicycles are only permitted to be used in these areas for ingress and egress to/from the owner's unit. Violators will be subject to discipline.
- All owners are responsible for ensuring that their tenants, guests, family members and/or invitees comply with these Rules and Regulations at all times while present in the community.

### Parking

- The Association may identify, designate, label, mark and/or define certain Common Area parking spaces for short term use, such as for loading/unloading. The Association shall clearly label, post signs and/or paint the curb on such spaces to indicate the limit on the amount of time a vehicle may be parked therein. Violators will be subject to discipline and/or may be towed for exceeding the posted time limit."

Your cooperation is greatly appreciated.

THE BOARD OF DIRECTORS  
THE ESTATES CONDOMINIUM OWNERS ASSOCIATION

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**THE ESTATES CONDOMINIUM  
OWNERS ASSOCIATION**

**NOTICE OF CHANGE IN DESIGNATED  
SMOKING AREAS**

At the October 26, 2016 Open Meeting, the Board of Directors approved the following change to The Estates' Designated Smoking Areas:

*Effective **November 15, 2016**, the koi pond near the northeast corner of the Recreation Room will no longer be a Designated Smoking Area.*

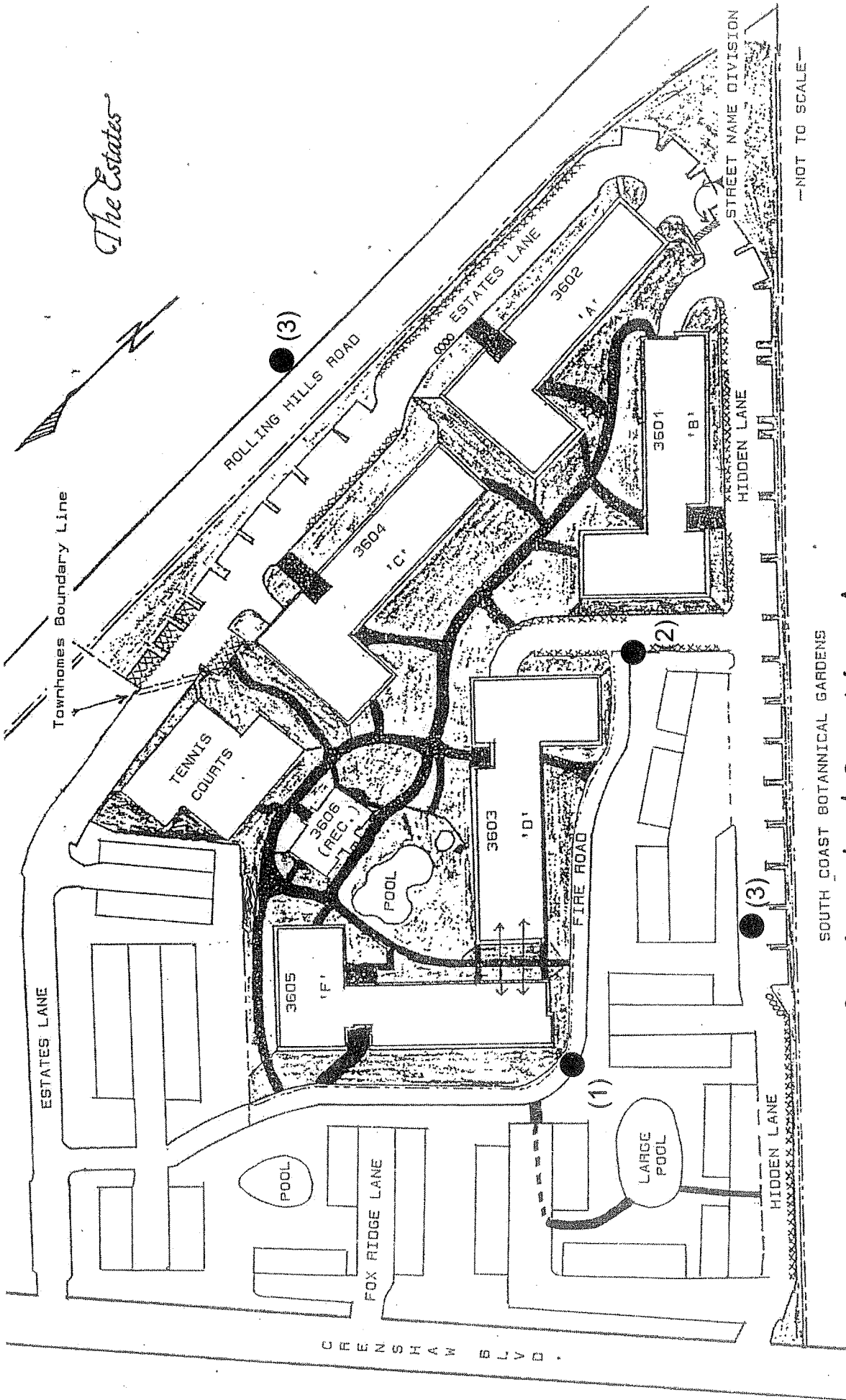
All other Designated Smoking Areas will remain in place (please see map).

Homeowners: Please inform your tenants of this change.

Your cooperation is greatly appreciated.

THE BOARD OF DIRECTORS  
THE ESTATES CONDOMINIUM OWNERS ASSOCIATION

*The Estates*



### Designated Smoking Areas

- (1) The fire road near the southwest end of Building 3605
- (2) The walking path near the southwest end of the 3603 building
- (3) The main roads - Hidden Lane and Estates Lane