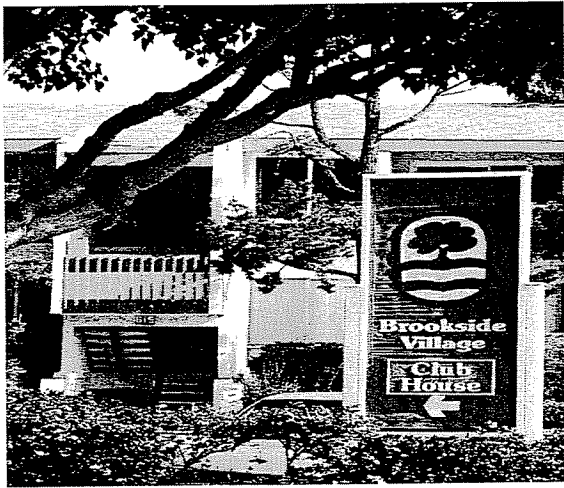


**Operating Rules (Required Civil Code Sec. 4525)**  
**Brookside Village Homeowners Association**

Order: ZTSHNM8FC  
Address: 603 S Prospect Ave Unit 204  
Order Date: 03-25-2022  
Document not for resale  
HomeWiseDocs



# Brookside Village Homeowners Association

January 28, 2009

Dear Homeowner:

Enclosed please the Brookside Village Rules and Regulations that were approved and adopted at the November 18, 2008 Open Board Meeting. These Rules and Regulations will be effective March 1, 2009.

The proposed Rules and Regulations were mailed to all homeowners September 30, 2008 for the legally-required 30-day comment period.

If you have a tenant in your unit, please provide a copy of these Rules and Regulations to him/her to help ensure compliance. Please remember that the owner of a unit is responsible for the tenant's actions.

Brookside Village Homeowners Association  
Board of Directors

Order: ZTSHNM8FC  
Address: 603 S Prospect Ave Unit 204  
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# **BROOKSIDE VILLAGE HOMEOWNERS ASSOCIATION**

## **RULES AND REGULATIONS**

Brookside Village is a planned community comprised of 385 condominium units in 32 buildings spread over approximately 13 acres of land. Brookside Village provides resort-style living with 2 pools, Jacuzzi, 2 saunas, tennis courts, clubhouse and gym all within lushly landscaped grounds with brooks and waterfalls.

All homeowners/residents are required to follow the restrictions set forth in the Conditions, Covenants and Restrictions (CC&Rs) and Bylaws as well as the Rules and Regulations adopted by the Board of Directors and which are contained in this document.

Each homeowner signs an agreement stating they have received a copy of these documents as part of the escrow process. These documents, along with various local, state and federal laws govern the Homeowners Association at Brookside Village. Additional copies can be obtained from the management company for a small fee.

### **CONTACT INFORMATION**

<b>Property Manager</b>	310-316-9532 310-543-0339 310-291-5011 brookside621@yahoo.com	Hours: Monday-Friday 7am-3:30pm Clubhouse Fax Number After Hours Emergencies Only Email address
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**Security Guards** 310-567-5300 Cell

<b>Horizon Management</b>	310-543-1995 Main 310-543-5578 Fax	Hours: Monday-Friday 8:30am-5pm
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Horizon Management is located at 21535 Hawthorne Blvd. #530, Torrance, California, 90503.

HOA monthly payments are due the 1st of the month, any received after the 15th incur a \$5 late fee. Mail monthly payments to: Brookside Village HOA c/o Horizon Mgmt Co, PO BOX 80191, City of Industry, CA 91716-8191

Monthly Board Meetings are the third Tuesday of each month at 6:30pm in the Clubhouse, unless otherwise posted.

### **CURRENT SCHEDULE OF FEES as of MARCH 1, 2009**

Move-in Fee	\$150
Replacement Laundry Room Key	\$25
Replacement Common Area Key	\$25
Bike Room Access Code & Space Fee	\$25
Clubhouse Rental	\$150
Clubhouse Rental Deposit	\$300

Order: ZTSHNM8FC  
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**EFFECTIVE MARCH 1, 2009**

## THE HOMEOWNERS ASSOCIATION

Each homeowner is a member of the Brookside Homeowners Association and contributes monthly dues towards the maintenance of the common areas. The homeowners elect 5 members to the Board of Directors for a one year term each January at the Annual Meeting. The Board is charged with ensuring that the common areas are properly maintained and the Association finances are responsibly managed.

A professional management company collects the monthly dues and performs the various administrative and financial tasks necessary to support the day to day affairs of the Association. A property manager is employed to supervise the maintenance of the common areas and maintenance staff. The Association also employs a Security Patrol Company which provides Security Guards to patrol the community.

A board meeting is held each month to conduct the business of the Association and homeowners are encouraged to attend. An agenda is posted at the clubhouse and at the mailboxes prior to each board meeting and homeowners are welcome to participate during Open Forum.

### PROSPECT AVENUE POOL and JACUZZI (by Clubhouse)

**HOURS:** Open 5am-12am daily, or as otherwise posted. The wood deck area may only be used during pool hours.

**AGE:** Per current law.

**GUESTS:** Maximum per unit of 4 guests on weekdays and 2 guests on weekends and holidays. The pool may not be rented for parties. Residents must be prepared to identify themselves by both current year's colored security card and drivers' license.

**ALCOHOL/SMOKING:** Is prohibited at all times.

**NOISE:** Must be low enough not to disturb residents in the surrounding units. Radios are only permitted when used with headphones.

**NOT PERMITTED:** Glass containers, bikes, tricycles, skateboards, animals, boogie boards, rafts or similar equipment are not permitted.

**EQUIPMENT:** Removal of furniture from the pool area is prohibited and will be treated as theft. Homeowners will be billed for any damage including by guests or tenants, whether the damage is accidental or willful. If pool key is lost, a replacement key can be purchased from the property manager.

**SAFETY:** The pool gate must remain closed at all times. No life guards are on duty, those using the Pool do so at their own risk. The life preserver and other safety devices are not to be removed from their locations, except in cases of emergency. State law requires restrictions to be posted regarding use of the Jacuzzi. For your health and safety, please read and adhere to these laws.

### GYM and LOCKER ROOMS

**HOURS:** Open daily 5am-12am, or as otherwise posted.

**AGE:** Per current law.

**ALCOHOL/SMOKING:** Is prohibited at all times.

**NOT PERMITTED:** Glass containers are not allowed. Additional equipment is not to be left in the gym without the written approval of the Board of Directors. Men are not permitted in the Women's locker room and Women are not permitted in the Men's locker room.

**EQUIPMENT:** Removal of equipment is prohibited and will be treated as theft. Homeowners will be billed for any damage including by guests or tenants, whether the damage is accidental or willful. Only those actively using the facilities are permitted in the Gym or Locker Rooms. The door to the dry sauna must be kept closed when the sauna

heater is on. Do not pour water into the heater as it will damage the heating element. If gym key is lost, a replacement key can be purchased from the property manager.

**SAFETY:** Use of the gym equipment is at your own risk. The Association is not responsible for injuries incurred using the equipment or for personal belongings left in the gym.

### **CLUBHOUSE**

**HOURS:** Open daily 5am-12am, or as otherwise posted.

**AGE:** Per current law.

**GUESTS:** Residents must be prepared to identify themselves by both current year's colored security card and drivers' license.

**ALCOHOL/SMOKING:** Smoking is prohibited at all times. Alcohol is permitted in the clubhouse during private parties only. (See clubhouse rental below)

**EQUIPMENT:** The pool table and ping pong equipment can be obtained from the property manager or security guard. Residents must leave their driver's license when the equipment is checked out. Homeowners are responsible for any damage to equipment.

**PRIVATE PARTIES:** The clubhouse may be reserved by contacting the property manager. Homeowners must sign a rental agreement. All rules and restrictions are considered to be apart of the Rules and Regulations.

### **CAMINO REAL POOL (by Tennis Courts)**

**HOURS:** Open daily 5am-12am, or as otherwise posted.

**AGE:** Per current law.

**GUESTS:** Maximum per unit of 4 guests on weekdays and 2 guests on weekends and holidays. The pool may not be rented for parties. Residents must be prepared to identify themselves by both current year's colored security card and driver's license.

**ALCOHOL/SMOKING:** Is prohibited at all times.

**NOISE:** Must be low enough not to disturb residents in the surrounding units. Radios are only permitted when used with headphones.

**NOT PERMITTED:** Glass containers, bikes, tricycles, skateboards, animals, boogie boards, rafts or similar equipment.

**EQUIPMENT:** Removal of furniture from the pool areas is prohibited and will be treated as theft. Homeowners will be billed for any damage including by guests or tenants, whether the damage is accidental or willful. If pool key is lost, a replacement key can be purchased from the property manager.

**SAFETY:** The gate around the pool area must remain closed and locked at all times. No life guards are on duty, those using the pool do so at their own risk. The life preserver(s) and other safety devices are not to be removed from their locations, except in cases of emergency.

**SANITATION:** Incontinent or non-toilet trained persons are required to wear incontinent garments and/or swim diapers when in the pool.

### **TENNIS COURTS**

**HOURS:** Open daily 5am-12am, or as otherwise posted.

**AGE:** Per current law.

**GUESTS:** Residents must be prepared to identify themselves by both current year's colored security card and driver's license.

**ALCOHOL/SMOKING:** Is prohibited at all times.

**NOT PERMITTED:** Food, glass containers, bikes, skateboards, toys and other non-tennis items or activity.

**EQUIPMENT:** No one may play for more than one consecutive hour when others are waiting. A squeegee is available and not to be removed from tennis courts. Lights are to be turned off when play is finished.

**SAFETY:** Tennis shoes must be worn at all times. The gate is to be kept closed and locked at all times. If the tennis court key is lost, a replacement key can be purchased from the property manager.

### **BIKE ROOMS**

**HOURS:** Open daily 5am-12am, or as otherwise posted.

**EQUIPMENT:** Spaces are limited and are assigned by the property manager on a first come, first serve basis. Only bikes may be stored, any other items will be discarded.

**SECURITY:** A release form must be signed along with a one-time fee for the security access code and assignment of the bike space. Residents must provide their own locks and use the room at their own risk. The Association, management and employees are not responsible for any loss or damage.

### **COMMON AREAS**

**ALCOHOL/SMOKING:** Is prohibited at all times in all common areas including stairwells, hallways, parking garages, walkways and on landings. Smoking is only allowed inside units and on balconies so long as it does not interfere with the use and enjoyment of neighboring units. Homeowners will be fined for cigarette ashes/butts disposed of in the common areas.

**NOISE:** The homeowner is responsible to ensure that all residents, tenants, children, animals and guests control noise in units, common areas, balconies, walkways, and hallways so as to not disturb other residents. Radios may be used in the common areas with headphones only. A noise curfew is enforced after 10pm on weekdays and 12am on weekends with violations being handled per the current Fine and Enforcement policy. Hours of construction within the units are restricted to 8am to 6pm Monday-Saturday. No construction is allowed on Sundays.

**PERMITTED:** A homeowner may paint the exterior door with Association approved paint only. Specifications can be obtained from the property manager.

**NOT PERMITTED:** No trash, personal belongings, bikes, toys or animals are allowed in any common areas. No altering the colors of the building exterior or doors. Nothing may be nailed, stapled, taped or otherwise attached to exterior of buildings or doors.

**SAFETY:** Bikes, skateboards, or similar equipment may not be ridden in the common areas including driveways and walkways. To avoid accidents with cars and people, residents must walk the equipment to the outer sidewalks or street.

**DAMAGE:** Homeowner is responsible and will be billed for the cost of repairs to any common area, such as painting of doors and balcony walls and ceilings, which are damage by the willful, negligent, or accidental act of a resident or guest. If the common area key is lost, a replacement can be purchased from the property manager.

### **TRASH and RECYCLE BINS**

Residents are encouraged to recycle. Items do not need to be rinsed out or sorted before placement in the recycling bins. All trash must be placed inside of a trash bin. If bin is full, trash may not be left outside of a bin, but must be

taken to another bin on the property that is empty or held inside unit until space is available. Homeowners must make personal arrangements to dispose of any item, such as appliances and large furniture, which will not fit in a bin.

## LAUNDRY ROOMS

**HOURS:** 24 hours a day, 7 days a week, unless otherwise posted.

**ALCOHOL/SMOKING:** Is prohibited at all times.

**PERMITTED:** Bulletin boards are located in the laundry rooms for resident use. All notices must be dated and inappropriate material may be removed at the discretion of the Board of Directors. Notices not dated and over 30-days old will be removed.

**NOT PERMITTED:** Doors may not be propped open at any time. No disposing of household trash. Residents must promptly wipe spills and clean filters.

**SECURITY:** The laundry room doors are to remain closed and locked at all times. If key is lost, a replacement key can be purchased from the property manager.

## HALLWAYS/CATWALKS/STAIR LANDINGS

**ALCOHOL/SMOKING:** Is prohibited at all times.

**NOT PERMITTED:** Plants, personal decorative items, etc are not permitted on or under stair landings, by front doors or in any common areas or where items may partially block pathways. The entry/exit doors must remain closed at all times (fire department requirement). The security doors leading to the roof-tops (catwalks) must remain closed and locked at all times. The loft-doors leading to the catwalks are for emergency exit only and are not to be used as an everyday means of entry and exit. The roof construction will not support continual traffic. Animals and their supplies may not be left in these areas.

## ANIMALS

**PERMITTED:** Residents may keep domestic animal(s) up to 50 pounds in weight. Dogs over 50 pounds residing on the property before January 31, 2009 are permitted to remain on the property by Board Resolution. The number of animals per unit is regulated by the City of Redondo Beach and will be strictly enforced. All animals are required to wear a collar and identification tag at all times. It is recommended that all animals be microchipped and spayed or neutered. Please refer to the last two pages of this document to review the Board Resolution dated November 14, 2007, and the First Amendment to Declaration of Establishment of Conditions, Covenants and Restrictions.

**NOT PERMITTED:** Breeding of animals is prohibited. Animals are not allowed at the recreation facilities, except as permitted by law. Animals are not to be confined to balconies.

**SAFETY:** Residents must adhere to all current Redondo Beach City Ordinances. Homeowners are responsible for the actions of their animals and violations will be handled per the current Fine and Enforcement Policy. It is requested that no large fish tanks be maintained in the units as water damage to the surrounding units and common areas will be the homeowner's responsibility. The association will not be held responsible for utility outages that may affect the tanks.

## SATELLITE DISHES

**PERMITTED:** Small satellite dishes and small antennas may be erected on individual exclusive-use balconies or patios so long as they are free standing (not attached to balcony railing, exterior of the building, walls, roof or to any common area structure) and are contained wholly within the balcony area, not to extend past the railing or building. Community satellite dishes are provided for residents to access DIRECTV.

**NOT PERMITTED:** The television and radio reception may not be altered in any way by the residents. From December 31, 2008 forward, any non-HDTV dishes will be removed and the owner of the unit will be assessed a maintenance reimbursement assessment for the cost of the removal.

**SAFETY:** Installation on the roof and common areas have the potential to cause leaks and affect the structural integrity of the buildings as well as the inherent dangers of equipment hanging over railings and from the side of buildings.

**DAMAGE:** All roof or exterior repairs needed due to removal will be billed as a maintenance reimbursement assessment to the homeowner.

### REAL ESTATE ACTIVITY

A move-in fee will be charged to the owner of a unit each time there is a change in residents. Homeowners will not be charged the fee for a life status change (specifically a birth, death, marriage or divorce) so long as the homeowner resides in the unit. The Association strongly recommends personal homeowner's insurance. Furniture, personal items within the units, plumbing damage from neighboring units, fire, etc and homeowners' personal liability (injuries of guests) are not covered by the Association's master insurance policy and are the liability/responsibility of the homeowner.

**PERMITTED:** Two signs (one in front and one in back of unit), no larger than 18x24 inches, may be placed in the window. Open-House signs may be displayed on the common area grounds on a temporary basis and must be removed by sun-down of the day posted. Lock boxes are permitted and may be affixed to the door knob of a unit.

**NOT PERMITTED:** No other signs may be nailed, stapled, or otherwise attached, to the exterior of a building or any part of the common areas. This includes the balcony railings. Lock boxes cannot be attached to the common areas (railings, etc.), and if found will be removed by the maintenance staff. Common area keys are NOT to be placed in a lock box.

### FLOORING POLICY

Brookside Village Homeowners Association is entrusted to promote the common interests and welfare of its members, to protect and maintain property values and the quiet enjoyment of our community. It has come to the HOA's attention that some Homeowners may not be aware of or in compliance with Brookside's regulations concerning flooring within individual condominium units. Therefore to offer assistance and remedy for all Homeowners, the Board has researched and compiled the following Flooring Policy.

1. When the HOA receives a complaint regarding a possible violation of airborne and impact sound insulation requirements for flooring within a unit, the General Manager will send a certified letter to the possible non-compliant Homeowner stating they may be in violation of the CC&Rs and will request the manufacturer's ratings or data based upon tests performed by a recognized and approved testing laboratory for the flooring & insulation that has been installed. (CC&R Article 9 Section 2.3) Unless you informed your contractor/installer of Brookside Village's CC&Rs, they would not know of our minimum rating requirements within the units. The STC and IIC ratings shall be based on the results of laboratory measurements and will not be subjected to field testing. (CC&R 9.2.3) The Homeowner will have 30 days to respond. A copy of this letter will be sent to the complaining Homeowner.

2. If Homeowner does not provide data or ratings that are at least 65 IIC for impact insulation and 50 STC for sound transmission for the flooring that has been installed, then a certified non-compliance letter will be sent advising the Homeowner they are in violation of the CC&Rs.

The HOA will require that non-compliant Homeowner comply with one of two options within 30 days:

(A) Utilize area rugs/floor coverings throughout the unit with specific location and size along with underneath carpet insulation that provides the same or greater impact insulation. (CC&R 9.2.2) The property manager will diagram the



floor covering dimensions to be used and placement within the unit based upon floor plans and complaints of specific nuisance areas within unit, i.e. in bedroom, etc.

OR

(B) Remove the current non-compliant flooring material and submit for Board approval the manufacturer's ratings for the new flooring to be installed.

**All new flooring installation plans should be submitted to the Board via the property manager for approval to avoid potential non-compliance issues in the future.**

Legal Remedies for the Homeowner and/or Association:

3. If non-compliant Homeowner does not choose either option provided by the CC&Rs within 30 days, the Association will proceed according to the current Fine and Enforcement Policy.

Further action may be authorized by the Board to include liens against property, late charges, interest and lien foreclosure proceedings. (CC&R 8.1)

Additionally, a notification may be made of flooring non-compliance through the escrow process and/or real estate broker during time of the sale of a unit. Homeowners and their agents will be required to fully disclose to perspective buyers that unit is not in compliance with the Association's CC&Rs and will be subject to the above options and penalties.

4. Violation of any provision of the CC&Rs constitutes a nuisance and every legal remedy can be pursued by the Homeowner and/or Homeowner Association. (CC&R 13.3) The Homeowner has the same full rights to legal remedy as the Association and nothing within the CC&Rs prohibits enforcement of these rights by any affected Homeowner. (CC&R 13.2 and 5.1.6)

The Board would like to strongly encourage all Homeowners to be considerate of one another, communicate and work together as fellow neighbors to bring about a positive resolution. Considerations might include not wearing shoes inside your unit, walking softly especially at night and early mornings. Even with our sound requirements, our units are not completely soundproof. Once the CC&R standards are met, the HOA will not intervene between Homeowners.

5. If the above nuisance has not been resolved, then the affected Homeowner has many legal remedies available. The HOA will fully provide assistance and cooperate with any proceedings that are pursued by the affected Homeowner.

### **EXCLUSIVE EASEMENT AREAS**

The homeowner is responsible for the maintenance of certain utility lines which provide service to only their unit; for example the fire alarm equipment within a condominium, door bell, telephone line, heating units, etc. Homeowner will be responsible for the cost of necessary repairs if found to be in violation of the rules and regulations, damaged, tampered with or determined to be a safety hazard as well as any fines levied by the fire department for false calls to a unit.

### **WINDOWS and DOORS**

**REPLACEMENT WINDOW SPECIFICATIONS:** Installation plans with photos are to be submitted to the Board for prior approval. Plans must be for the same window configuration as is currently installed. Only white vinyl framing is allowed. Window framing style must be Simonton Series 7500 or of a similar design.

**PERMITTED:** Door knobs and deadbolts must be round. All window coverings must have shear, clear or white backing. Screen door options: white-framed retractable screen doors or Superior Brand Colonnade model white screen

doors. Homeowner will be required to repair and/or replace torn or damaged window coverings, windows, glass, and screens.

**NOT PERMITTED:** Decorative door handles, mail slots cut into door, or similar alterations are prohibited. Homeowner will be responsible for all repair or replacement costs.

### **RESIDENT PARKING**

**PERMITTED:** Vehicles parked on the property must have a current state registration and must be in operable order. All vehicles must be parked in a marked and numbered space. Parking spaces are to be used solely for the purposes of motor vehicles. Homeowners have the right to have vehicles towed from their assigned spaces. Vehicles not parked in an official space will be given a citation and if not moved within the time allotted, will be towed at the owner's expense.

**NOT PERMITTED:** No more than one vehicle is to be parked in a single parking space. Parking spaces cannot be used for storage of any kind. Unregistered and/or inoperable vehicles parked in a homeowner space will result in the homeowner being fined per the current Fine and Enforcement Policy.

**MAINTENANCE:** Homeowners are responsible for maintaining their assigned parking spaces, including keeping spaces free of grease and oil. Automobile maintenance, other than emergency maintenance such as tire changing, is not permitted on Association property. Car washing is not permitted at any time.

**SAFETY:** Maximum speed within the Association property is 2 miles per hour.

### **VISITOR PARKING**

**PERMITTED:** Guest spaces, marked with the letter "G" are limited to the posted time limits and "double" parking is prohibited. Authorized service trucks may be allowed to temporarily park in the driveways, according to California law.

**NOT PERMITTED:** Unregistered or inoperable vehicles in a Guest space will be noticed and/or towed at vehicle owner's expense. Moving trucks are not permitted to block driveways, parking spaces, red zones or sidewalks. Homeowner will be responsible for violations.

### **BALCONY and PATIO**

**ALCOHOL/SMOKING:** Smoking is only allowed on balconies so long as it does not interfere with the use and enjoyment of neighboring units. Homeowners will be fined for cigarette ashes/butts disposed of in the grass, sidewalks or any common areas.

**PERMITTED:** Only BBQs, patio furniture, plants, clear Plexi-glass or similar invisible screening with a 2" floor clearance to allow for drainage are allowed. Only plastic terra cotta window-box planters with a drain pan may be hung on the balcony railings. It is recommended that all planters be terra cotta colored for aesthetic continuity throughout the community. Lights that require installation must have written approval from the Board. Holiday lights are allowed to be hung for a one month period of time around the holidays, then must be promptly removed.

**NOT PERMITTED:** Bikes, toys, tiki torches, rugs, towels, clothes, household furniture, trash, lattice work, blinds, bamboo or any kind of visible screening, shelving, hooks, sporting equipment, mops and anything not specifically listed in the permitted section. Animals are not to be confined on balconies. Holiday lights are not to be attached with nails, screws, or by any method that damages the walls, ceiling or balcony railing.

**FLOORING:** The balcony floor surface may not be modified. The homeowner is responsible for all costs of maintaining, water sealing and painting of the balcony floor. Only Association approved paints may be used, specifications may be obtained from the property manager.

**SAFETY:** BBQs are permitted, however, the homeowner will be responsible for excessive smoke damage to the building. Use of an electric charcoal starter is recommended. The homeowner will be billed for repainting of the balcony walls and ceiling if damaged by barbecue smoke.

### STORAGE UNITS

**PERMITTED:** Floor to ceiling storage units can only be built when there is a minimum of 19' clearance in front of the completed storage unit in the assigned parking space.

**NOT PERMITTED:** Storage units may not be constructed without prior written approval from the Board and the City of Redondo Beach. There will not be more than 1 storage unit per condo. No storage unit will be wider than the assigned parking space. No storage room will ever be issued if there is space in front of the assigned parking space to build a storage unit.

**SPECIFICATIONS:** The extensive construction specifications (attached below) must be strictly followed and may not be modified in any way without prior written approval of Board and City Building Inspector. Only the Association approved paints may be used.

**SAFETY:** Homeowner will be responsible for all costs should a fire alarm or smoke detector be required by the fire department. The storage unit must be locked at all times. Flammable materials cannot be stored. The locker must be maintained in good repair by the homeowner. The Association is not responsible for any item stored in a storage room or locker.

### STORAGE UNIT SPECIFICATIONS

This Policy and Procedure will outline the procedures in obtaining a storage unit, construction of the storage unit and the association procedures covering the control of these storage units at Brookside Village.

#### ASSIGNMENT:

The initial assignment location for each storage unit was made by the City of Redondo Beach Planning Department in Resolution #5784 dated December 10, 1979 and Resolution #4621, revised November 1, 1979 sub paragraph 11 and the enclosed listing of space assignments. (Exhibit "D").

Any change in assignment of the location for a storage unit must be approved, in writing, by Brookside Village Homeowners Association and in some cases may require the prior approval of the Planning Department of Redondo Beach. (These units are those which may require a building permit or those which have a conflict with other city, state or local codes). In order to receive the approval of an assigned storage unit the following steps will be taken before approval of a storage unit or location can be approved:

1. Procure a Request for Storage Unit construction from the Brookside Homeowners Association representative. You may call 316-3272 to schedule this on-site visit and to complete the necessary paper work. (see Exhibit "E").
2. The specific location must be entered on the Request for Storage Unit and must be so marked on the actual wall indicating the location by size. This location will also be approved on the wall by the approving agent.
3. You (the owner) must sign the Request for Storage Unit construction form indicating you have verified the location of the unit to be built and have received a copy of the approved specifications required to build such storage units. These specifications (Exhibits "C" and "E") can not be modified without the prior approval of the association representative and the City of Redondo Beach City Inspector.

4. No storage unit may be authorized with less than 200 cubic feet of storage space (plus or minus 10 percent). A variance permit is required by the homeowner to build a storage unit larger than the maximum of 220 cubic feet and will require the approval of the City Inspector. The variance permit will also require the approval of the Homeowners Association and no unit may be built with less than 180 cubic feet.

5. There will never be more than one storage unit assigned per building unit without prior written approval by the Board of Directors after January 1, 1990.

6. No storage room will be assigned in lieu of an individual storage unit after December 31, 1989. Any previous storage rooms may be removed from the existing owner except in cases where the owner has received prior approval from the City of Redondo Beach or Brookside Village Homeowners Association. Any room assignments after Jan 1, 1990 will require the written approval from the Association.

7. No storage unit will be built wider than the assigned parking space.

8. When a storage room is assigned in lieu of a storage bin the storage room door must have a 180° turning radius.

9. No storage room will ever be issued if there is space in front of the assigned parking stall to build a storage unit.

10. Should the Redondo Beach Fire Department require a smoke or fire alarm be installed in a storage room or storage cabinet the homeowner will be responsible for all cost.

11. Storage units will only be approved to be built from floor to ceiling when there is a minimum of nineteen feet clearance in front of the completed storage unit in the assigned parking space.

#### CONSTRUCTION:

A set of major construction specifications have been prepared to assist in the construction of the storage units. These specifications may not be modified or changed in anyway without the prior approval of the association representative and the City Building Inspector. These specifications also allow for four inspections to assist with proper construction: (1) preliminary space location, (2) frame inspection, (3) complete construction and (4) final approval after the painting has been completed and a formal sign off is made.

1. Hours of construction must be followed at all times. (See Exhibit "E").
2. Inspections done on Tuesday only except when previous arrangements have been made.
3. Final paint will be furnished to the homeowner at cost and the colors may not be changed. All hardware used must be as specified.

At the completion of the construction the owner will be required to fire seal any holes or openings at the top of the storage unit to prevent fire penetration. This requirement is and will be a part of the final approval.

No flammable liquids or combustible items are to be stored in these storage units at any time per fire code 79.201(E).

Any approved storage unit (present or future) will become an exclusive easement to the existing homeowner only and will always remain a permanent part of the common area controlled thru Brookside Village Homeowners Association. The maintenance and upkeep of this storage unit will always remain the full responsibility of the current easement owner.

THIS PROCEDURE INCLUDES:

1. Copy of City of Redondo Beach Resolution #5784, dated December 10, 1979. (This Resolution replaces Resolution #4621 which was the preliminary resolution for the project consolidation).
2. A copy of Brookside Village Condominium Conversion dated 1987.
3. A copy (consisting of 3 pages) of construction drawings.
4. An ORIGINAL listing of the assigned storage unit locations with noted sizes. This listing is by building. A current and updated listing will be provided after Jan 1, 1990.
5. Brookside Village general construction information.

This information is, and will remain a part of the Policy and Procedure at all times, first effective January 1, 1990, and revised November, 2008. Changes to this document must be approved by The City of Redondo Beach and the Homeowners Board of Directors.

BASIC MATERIALS LIST

1. All 2x4 lumber is to be #2 or better construction grade.  
All 2x4 lumber is to be solid pieces.
2. All plywood to be CDX exterior 1/2 inch, 4 feet by 10 feet.
3. #16 galvanized nails for exterior safety.  
#8 galvanized nails for exterior safety.
4. All ceiling supports are to be lagged with 1/2 lag bolts with washers, lagged to upper ceiling joist.
5. Plywood to be nailed from both sides on corners to support ceiling 2x4's to secure shear factor and strength.
6. 1/2 CDX plywood can be bought at Halbert Lumber, 320-5340, to assure solid piece construction.
7. Cabinet to be plumb and level.

BROOKSIDE VILLAGE STORAGE UNITS  
EXHIBIT "E"

MAJOR CONSTRUCTION REQUIREMENTS:

1. Hours of construction: 8AM to 5PM Mon thru Fri, 9AM to 4PM Sat and no construction on Sunday.
2. All framing, as well as the finished product must be plumb, square and level.
3. 1/2" exterior grade plywood in full sheets will be used. 1/2" CDX exterior 4X10 feet long plywood for front face. Use number 8 galvanized nails for plywood.
4. Hinges for doors to be hidden.
5. Bracing (supports) on doors. Three edges on each door.
6. Secure the beams with lag bolts or screws. "U" bolts will be used for storage construction on the south side of the upper storage units to prevent swaying.
7. Framework made of 2X4 only. Nail together with number 16 galvanized nails.
8. Supports required every four feet, maximum, including each end and in the middle.
9. Bottom of framework: use 2X4 every 18", center to center maximum distance.
10. Overhead supports only. Ground supports not acceptable.
11. Check distance above ground as required by Homeowners Association. 48" minimum distance from ground and maximum distance 52".
12. Latching: spring loaded. Bolts w/washers used for fastening of latches and/or hinges.
13. Storage units require a lock to keep individuals out. (Be sure to secure to prevent children playing)
14. Hook required on one side of door, on the inside.
15. Existing wiring, plumbing, etc. cannot be moved or disturbed. If there is a problem contact the Homeowners Association.
16. Walls and ceilings must be repaired to appear like new and must be sealed air tight for fire protection.
17. One storage unit per building unit, per owner.
18. All storage units must be painted as specified in Brookside Policy and Procedure.
19. Inspection of space, location and framework is done on Tuesday only from 9AM to 11AM. Builder must get approval sign off on specifications for location and inspections. Final copy must be on file with Homeowners Association Jan 1, 1990. Sign offs may be completed only by an appointed individual from the Homeowners Association Board.
20. Absolutely no flammable liquids or combustible items are to be stored in the cabinet per fire department code 79.201(E).
21. Any deviation from these specifications or the attached drawings must be recorded on this form during construction or during inspection. The only exception will be those authorized by the City Inspector for Redondo Beach.

Signature of Inspector for Association \_\_\_\_\_ DATE: \_\_\_\_\_

Location of assigned storage unit \_\_\_\_\_ ID # \_\_\_\_\_

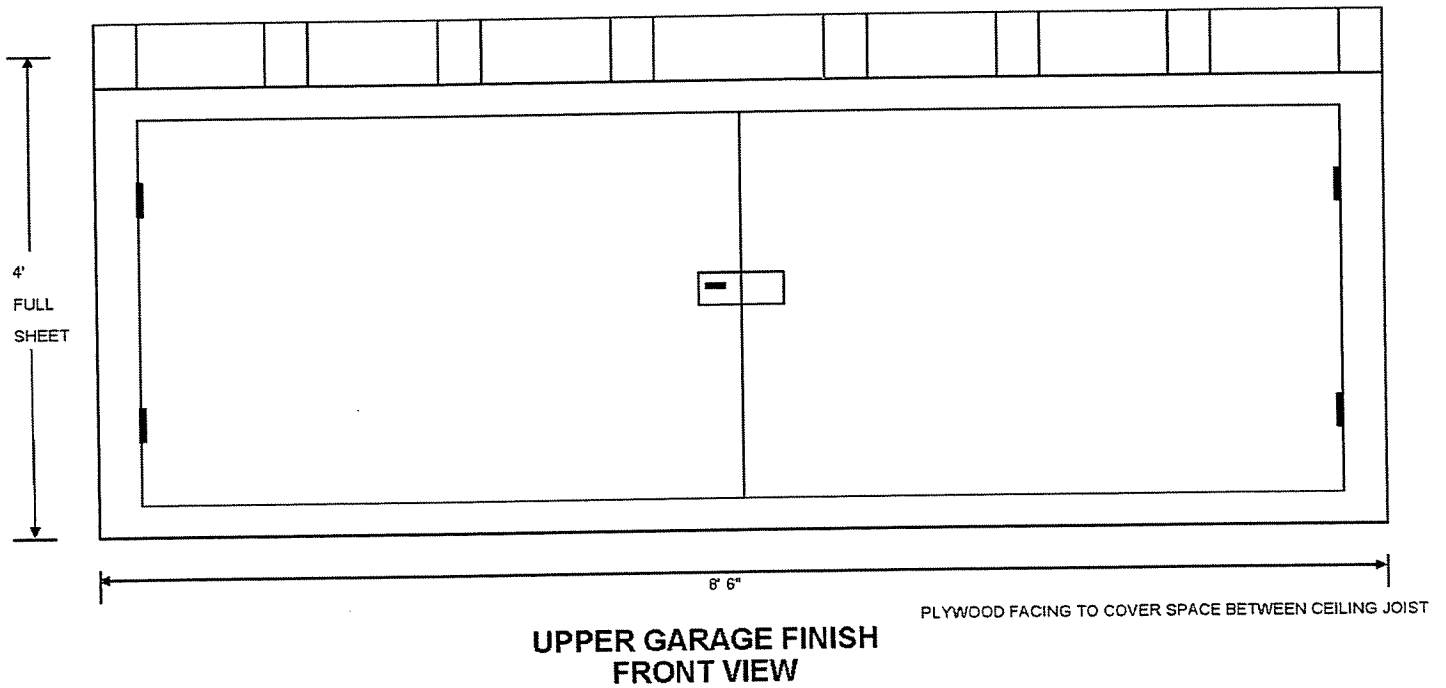
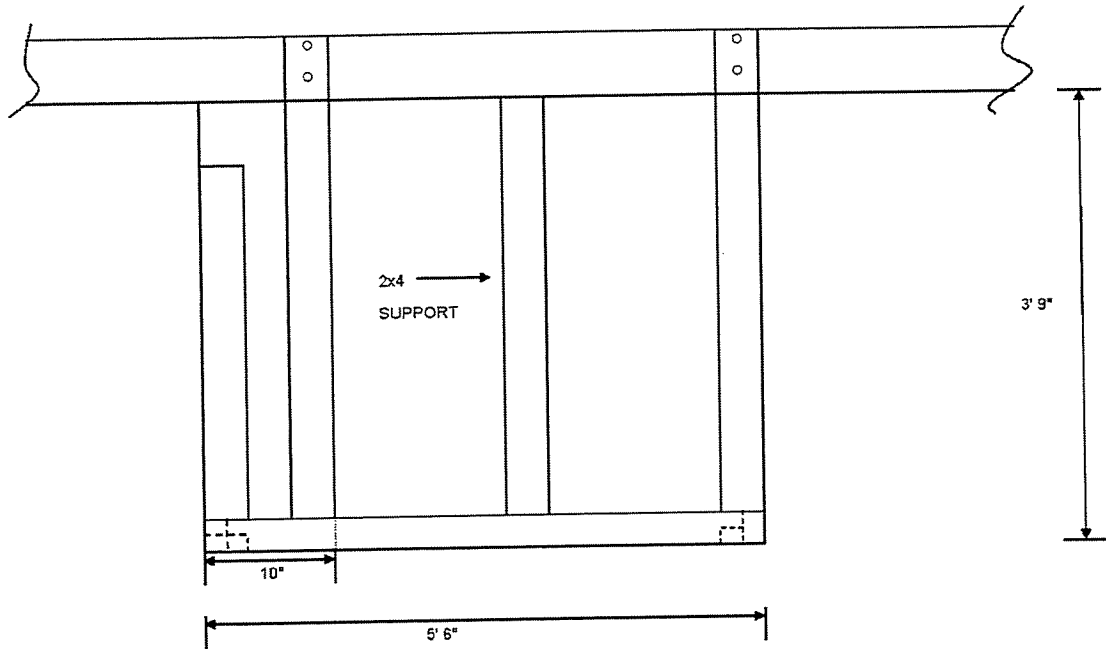
Signature of City Inspector (if required) \_\_\_\_\_

I certify I have read the above instructions and I have received a copy of the specifications as well as a copy of the Policy and Procedure. I further certify that I am responsible to comply with these items and any deviation requires prior approval from the Homeowners Association and could result in a fine should you deviate from the Policy and Procedures.

Signature of Homeowner building unit \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Homeowners \_\_\_\_\_

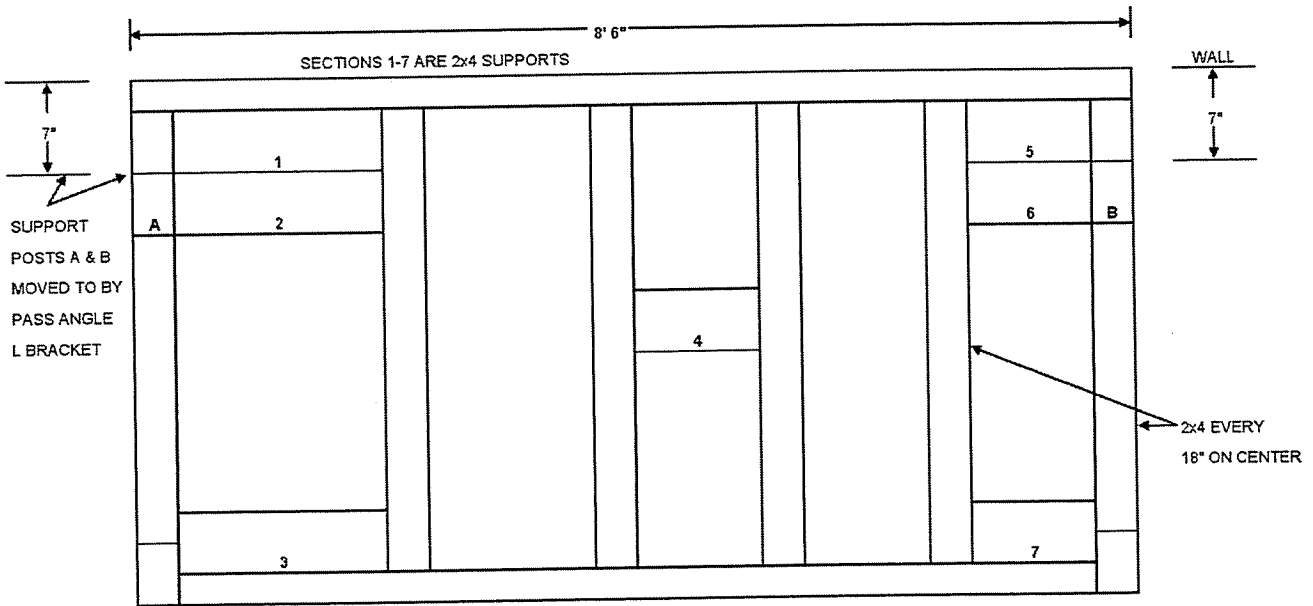
**FRAMING SIDE VIEW  
UPPER PARKING  
AGAINST WALL ONLY**



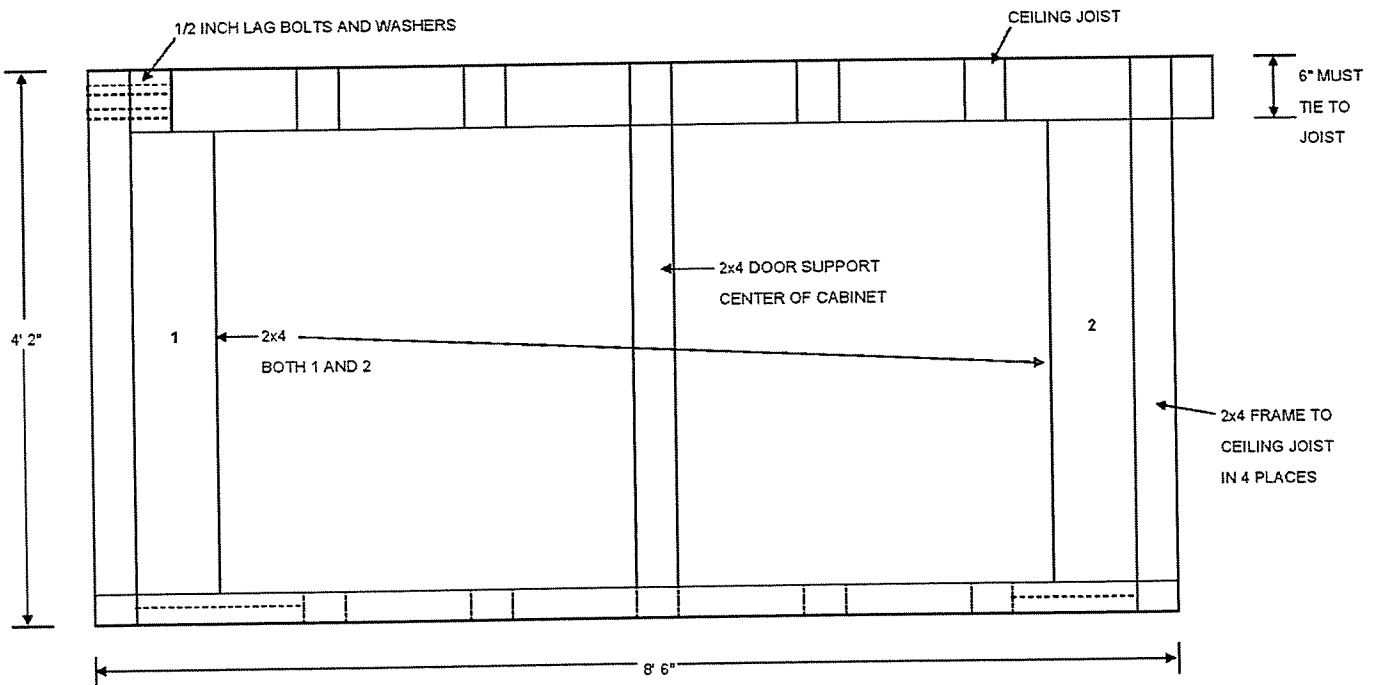
**UPPER GARAGE FINISH  
FRONT VIEW**



## UPPER WALL

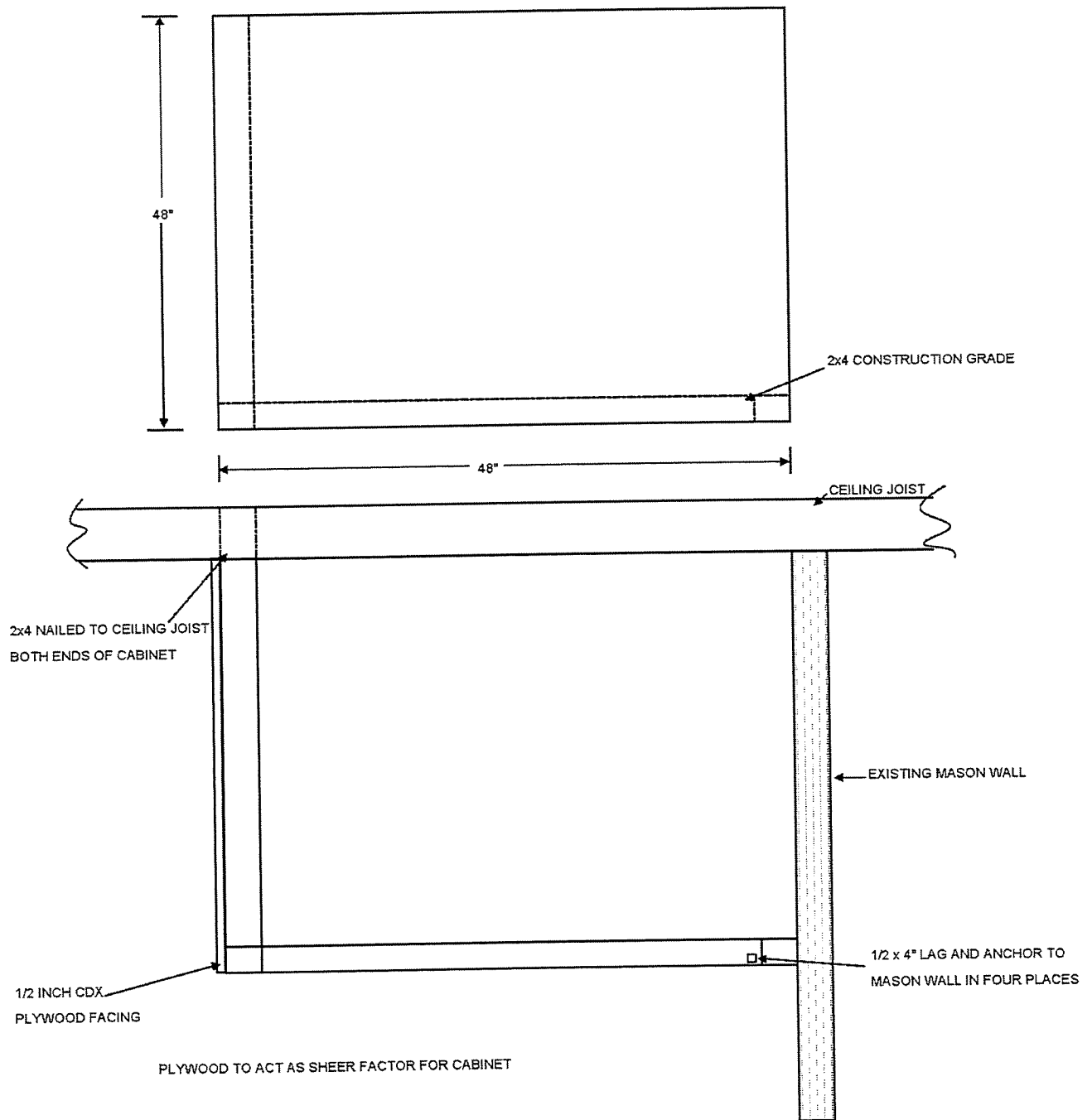


## FRAMING VIEW FRONT



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## SIDE VIEW



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## EMERGENCY ENTRY POLICY

In cases of emergency, where there is danger of damage to persons or property, it may become necessary to enter an individual condominium unit to make repairs or take corrective action. The following procedure has been approved by the Board of Directors regarding emergency entry.

In the event no person is at home, an attempt will be made to contact the unit owner and/or resident via telephone per the information maintained by the Property Manager and Management Company. It is the Homeowners responsibility to keep all emergency contact information updated.

Should attempted contact with the unit owner/resident fail, a locksmith will be called to meet the property manager, maintenance staff or security officer.

In case of fire or suspicion of fire, the Fire Department will be called immediately to enter the unit.

An 'Emergency Entry' notice will be posted on the door serving as notification to the resident. The notice shall state the reasons for entry, the date and time of entry, and request that the resident contact the property manager. A copy of the form will be sent by mail to the current billing address of the homeowner.

The cost for the locksmith and any repairs inside of the unit will be billed immediately to the responsible party (the Association or Homeowner), depending upon the nature of the problem.

The Homeowner will be responsible for scheduling of any related repairs or clean-up work, should the problem be the responsibility of the Homeowner.

The property manager shall make arrangements for any work required due to problems which fall under the Association's area of responsibility.

The property manager shall report any emergency entries to the Board of Directors.

## PLUMBING POLICY

This policy was prepared and approved by the Board of Directors to define guidelines regarding the Homeowner's and Association's responsibility for the maintenance, repair and replacement of the plumbing at Brookside Village.

### 1. Water Lines (Incoming Pipes)

The Association is responsible for the incoming water lines (sinks, toilets, dishwasher, and water heater) up to the point where the incoming line meets a shut-off valve in the interior of an individual condominium. The association is responsible for the tub (or shower) pipes up to the point the line meets the tub (or shower) shut-off valve or shower hook-up. The Association is not responsible for the shut-off valves or pipes connecting the shut-off valve to the faucets, water spigots, shower hookup, etc.

The sinks, toilets, hot water heaters, and dishwashers should all have shut-off valves prior to the hookup to the appliance or faucet. A shut-off valve should be installed by the homeowner on any incoming line.

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The individual Homeowner is responsible for the incoming lines from and including the shut-off valve inward. This responsibility includes repair, replacement and maintenance of the lines and all appliances, fixtures, washers, etc. inside the condominium unit. The Homeowner is responsible for the pipes connecting the shut-off valve to the faucets, water spigots, shower hook-up, etc.

## 2. Drain / Sewer Lines (Outgoing Lines)

### 2.1 Homeowner Lines (outgoing).

The Homeowner is responsible for the maintenance, repair and replacement of the outgoing lines from the fixture to the point it meets the wall / floor / common area pipe. The homeowner is responsible for the actual connection to the common area pipe. The homeowner is responsible for the "P-Trap" under the tub or shower, the tub overflow drain and the seals for these devices. Generally the material the homeowner is responsible for is made of brass, copper, or PVC, while the piping the association is responsible for is made of cast iron or galvanized steel.

### 2.2 Main Sewer Lines

The Association is responsible for the maintenance, repair, and replacement of the main sewer lines (horizontal lines running under the garages and/or ground to the city sewer line).

### 2.3 Vertical Lines.

Vertical lines connect the homeowner plumbing to the sewer main. These vertical lines may serve one or more Homeowners. The Association is responsible for normal repairs and replacements of the vertical lines which are beyond the Homeowner's control. Homeowner may be responsible for the repair of backups / clogs in the vertical lines and share the cost with all homeowners on that line.

Case 1: A backup occurs in any line and can be attributed to the actions, either willful or negligent (see section 6 below), of a single resident.

The Homeowner is responsible for the repair.

Case 2: A backup occurs in a line shared by two or more homeowners, and is due to the action of a homeowner, but it cannot be determined which homeowner is responsible.

Those Homeowner(s) sharing the lateral line will be equally responsible for repairs.

Case 3: A backup occurs in a line serving a single unit and is due to "normal" use over a period of time.

The Homeowner is responsible for the repair.

Case 4: The backup occurs in a line serving two or more homeowners, and is due to "normal" use over a period of time.

Those Homeowner(s) sharing the lateral line will be equally responsible for repairs. Maintenance and repairs includes snaking the lines of backups and clogs.

3. Sewer Drain Line Backup Procedure: There are 2 courses of action should a backup or clog in the lines occur.

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The Homeowner can notify the property manager for off-hour emergencies. The Association will then arrange for service and bill back the homeowner should it be determined that the repair is the responsibility of the Homeowner.

The Homeowner can contact a plumber or roofer company and pay for service. The homeowner can then submit the bill to the Association for consideration. The Homeowner will be reimbursed should it be determined that the Association is responsible for the repair.

The Association will rely on the guidelines of this policy, together with the written opinion of a licensed plumber regarding the nature and location of the backup. The written opinion must accompany any bill submitted to the Association. It is customary to clear a line through all the way down to the main line, therefore, the Homeowner will still be responsible for the service.

#### 4. Water Damage

The Homeowner *is* responsible for any and all water damage, including damage to the common areas or another condominium, caused by any plumbing for which the homeowner has the responsibility to repair or maintain. This includes, but is not limited to, damage arising from leaking faucets, drains, dishwashers, hot water heaters, etc.

The Association *is* responsible for water damage caused by plumbing for which the association has the responsibility to maintain.

#### 5. Unauthorized Modifications

The Homeowner is responsible for any and all repairs resulting from unauthorized modifications to the common area plumbing. The Homeowner may also be responsible to return any unauthorized plumbing to its original condition.

#### 6. Damage to Common Area Plumbing

The Homeowner is responsible for any damage caused to the common areas which that homeowner causes by a willful or negligent act. The Homeowner is also responsible for the actions of his guests, tenants, family, hired workers, etc. Accidental damage is considered negligence. Therefore the Homeowner *is* financially responsible for any damage to the association plumbing caused by the homeowner, through action, neglect, or accident. Clogs and backups in the exit lines are considered damage. This supersedes any and all of the above guidelines.

#### 7. Recommended Maintenance for the Homeowner

The following is suggested maintenance for the homeowner. It is not the only maintenance required. Following these recommendations does not relieve the homeowner of any responsibilities defined above.

- 7.1 Replace any rubber or plastic hose on any water line annually.
- 7.2 Tighten all alligator clamps every six months. This will also allow you to inspect the lines.
- 7.3 Replace toilet flapper every six months.
- 7.4 Check the toilet ball cocks every six months. If in doubt - replace.
- 7.5 Check gaskets in drain lines under sinks every 6 months. Look for pin-holes in pipes.
- 7.6 Check gaskets in gate valves annually. Be sure you can open and close valves by hand.
- 7.7 Correct leaky faucets as needed to help save water.
- 7.8 Check under hot water tank every three months for leaks. Test pop-off valve every six months. Be sure that a drain pan is installed under the heater with a drain pipe.

- 7.9 Anytime plumbing work is done in the bathroom, be sure to check the tub drain for tightness. Leaks will not be visible until the unit below shows water stains on the ceiling. Also tighten the bolts holding down the toilet to ensure the wax seal is tight.

## **ENFORCEMENT POLICY**

### **1. Initiating a Complaint**

All members who witness violations of our Rules and Regulations or our CC&Rs, who feel that the violation should be dealt with by the Board of Directors, shall submit notice of the complaint/violation by either email or by written letter or fax to the management office, setting forth their name, contact information, nature of the violation, the name or names of the residents who are alleged to have violated the Association's Governing Documents. The complainant will provide the date and time of the incident(s), photographs and any other information that the member feels will be useful to the Board of Directors in evaluating the alleged violation. The complainant shall also provide information as to whether the complaining member is willing to have their name provided to the violator, and provide the names and contact information for any witnesses to the violation.

Upon receipt of a complaint or notice of violation, the manager will log in the date the complaint is received, the name and contact information for the person who has filed the complaint, and a brief description/details of the complaint, as well as the name or names of the residents who are alleged to have violated the Association's Governing Documents, and a brief description/details of the nature of the violation complained of. The log will remain confidential, except that the manager will maintain a log of complaints made that will provide the date of the complaint, and the general nature of the alleged violation.

If the violation is such that it requires the Board's immediate attention (based on whether it is creating a safety or nuisance issue for other residents), the manager will forward the information regarding the complaint/notification of violation to the members of the Board of Directors (either by email or some other method that will allow them to immediately act on the complaint).

If the alleged violation does not require immediate action and can wait for the Board's next meeting, the matter will be placed on the agenda and the information will be provided to the Board of Directors for their executive session meeting.

If the Board of Directors or management determines that the complaint is insufficient, in that not enough information has been provided by the complainant to show that, even if the complainant's allegations are true, they are insufficient to establish a violation of any governing document or operating rule, management will contact the complainant, and advise that their complaint has been rejected. The rejection of the complaint will be in writing and will provide the reasons for the rejection, and will advise complainant of their right to amend or supplement the original complaint.

### **2. Informal Resolution of Complaint**

If appropriate and at the discretion of the Board, the Board may refer the complaint to the appropriate governmental agency or authority, which may include the police or fire department, in addition to the Board's actions pursuant to this Policy.

If the Board of Directors determines that the nature of the alleged violation appears to be a dispute between two owners (or residents) that does not affect the rest of the community, the Board of Directors may decide to request that the two owners "meet and confer" with the Board of Directors, pursuant to the applicable provisions of Civil Code Sections 1363.810 – 1363.850 as part of this enforcement policy.

The Board of Directors shall contact the owner to advise that it has received a complaint and attempt to resolve the violation or dispute informally. If necessary and appropriate, the Board of Directors may request that either one of the owners meet and confer informally with the Board to discuss the alleged violation and resolution of the complaint.

### **3. Formal Proceedings**

If the Board of Directors determines that informal procedures have not resolved the violation or the complaint, the Board of Directors shall demand in writing that the owner comply with the Governing

Documents in a timely manner, as reasonably determined by the Board of Directors, or within thirty (30) days (in the case of a view obstruction), and that compliance is the owner's responsibility at their sole cost and expense. If the Board of Directors determines this demand has not resolved the violation or the complaint, the manager will be directed to provide written notice of a scheduled hearing/meeting with the Board of Directors to the owner(s), providing ten (10) days notice, advising him/her of their right to be heard at the hearing. That letter/notice will include, at the minimum, the following information:

- (1) The act or omission constituting the violation of the Governing Documents;
- (2) The provision(s) in the CC&Rs or Rules or other Governing Documents that has/have been or is/are being violated;
- (3) That a fine/penalty may be imposed for violating the provisions of the Governing Documents, pursuant to the Association's Fine Schedule or other policy;
- (4) The date, time and place of the hearing;
- (5) A statement (in writing) that the alleged violator/owner must advise the Association's management of his/her intent to attend the hearing within seven (7) calendar days from the date of the notice;
- (6) The notice will enclose a copy of this Enforcement Policy;
- (7) The letter notice will be mailed (by regular mail) to the address given by the owner and listed on the Association's membership records, and, in addition, will be delivered to the owner at their actual residence by a member of the Board of Directors and/or management (if the recipient's residence is within Brookside Village Homeowners' Association). **Note: If the nature of the violation requires that the Board take immediate action to correct the violation, so as to prevent injury or continuing nuisance to the person or property affected, which may include referring the matter to legal counsel, the Board shall act accordingly and will, in addition, prepare and deliver a notice to any member who is subject to possible disciplinary action by the Board.**
- (8) The owner who is alleged to have violated the Association's Governing documents must advise the Board (no later than 72 hours before the scheduled hearing date) of any objections to the form or substance of the complaint or the notice. In addition, the complaining owner may supplement or amend the complaint. Under these circumstances, the Board will have the authority to reschedule the hearing date.
- (a) Discovery.  
Prior to the hearing, the Board of Directors will, if appropriate, conduct discovery/investigation into the alleged complaint. The Board of Directors may assign responsibility to members of the Board of Directors or management to investigate the nature of the complaint/violation. In addition, prior to the hearing, the complainant and the alleged violator are entitled to obtain information regarding the alleged violation, including the purported date and time the violation took place, the names of the complainant, and any witnesses. The complainant should be advised that the Board may refuse to consider any complaints for which the complainant is not willing to testify or provided evidence at the hearing.

The complainant and the owner who was alleged to have violated the Association's Governing Documents will have the right to inspect and copy any statements, writings, and/or investigative reports relating to the subject matter of the hearing and, in addition, obtain the contact information for any witnesses. The Board will provide enough information so that there is no secret or surprise evidence at the hearing.

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4. **Hearing**

The hearing will be held before the Board of Directors in executive session and will be conducted as follows:

- 1 A statement will be made by the Board member chairing the hearing, as to the nature of the alleged violation(s);
- 2 Before any evidence is taken, the alleged violator shall be permitted to challenge the fairness and impartiality of any Board member serving as a decision maker, with any challenge being decided by the remaining Board members without participation by the challenged member;
- 3 The complaining homeowner (if any) is required to appear at the hearing and testify as a witness unless the violation is obvious, and can be observed by members of the Board of Directors or management. The failure of the complaining owner to attend the hearing may be considered by the Board of Directors when rendering its decision;
- 4 Each party will be entitled to make an opening statement;
- 5 Each party is entitled to produce documentary evidence and testimony and to cross-examine the opposing party and the opposing party's witnesses, if any;
- 6 Each party will be entitled to make a closing statement;
- 7 Formal rules of evidence will not apply; the hearing will be informal, and all relevant evidence will be admitted;
- 8 The alleged violator must be given an opportunity to confront and challenge any evidence, and to cross-examine any introduced by the opposing party or the Board of Directors, and to be heard in his or her own defense;

(a) **Decision.**

If the Board delegates the enforcement of the Association's Rules and Regulations to an Enforcement Committee, either party may have the right to appeal the decision of the Enforcement Committee to the Board of Directors. The Board of Directors will make its determination promptly, after all testimony and documentary evidence has been presented and closing arguments have been made, or the Board may take the matter under submission, and the written decision will be sent out no later than fifteen (15) days after the hearing.

The Board's written decision must be supported by a majority of the Directors present at the entirety of the hearing. The Board's written decision should include factual findings supporting the Board's decision regarding the alleged violation(s). The written decision must provide any minority or dissenting views of Board members who do not support the Board's decision. The Board's written decision will be sent to the owner who is alleged to have violated the Association's Governing Documents, and the complaining party(ies).

5. **Fines and Penalties Policy**

The Board shall have a separate fine and penalty policy, which will ensure any fine that the Committee or the Association imposes must bear a reasonable relationship to the gravity of the infraction and the burden on the Association.

**FINE SCHEDULE**

**Remedies for Enforcement.** To enforce the governing documents, and consistent with the Association's Enforcement Policy, following a hearing the Board may impose on an owner for the owner or owners tenant or guests violation of the Association's Rules and Regulations and/or CC&Rs or other Governing



Documents one or more of the remedies described below as it deems appropriate to be effective. The selection of one remedy does not preclude the Association's right to pursue others.

- a. Warning letters
- b. Monetary penalties
- c. Suspension of membership privileges
- d. Alternative dispute resolution
- e. Litigation

Failure to pay fines within thirty (30) days may result in legal action to collect the fines. If the Association is forced to retain an attorney to ensure compliance, collect fines, etc., the owner may be liable for those attorney fees and all related expenses in addition to the fines.

**Fine Schedule.** Violation of the association's governing documents may result in a warning letter, fine, suspension of privileges (which may include but not be limited to voting rights or use of the Club or other Association recreational facilities) and/or continuing fines as the Board may determine to be appropriate to the situation and as provided for in the fine schedule below. In addition to fines, the Board may file a lawsuit seeking judicial relief. The imposition of penalties and suspension of privileges will be subject to notice and hearing procedures.

**1st violation,** warning or fine up to \$50.00

**2nd violation,** same offense: up to \$100.00

**3rd violation,** same offense: up to \$250.00

**Additional violations,** same offense: up to \$500

**Endangering others, vandalism, threats of violence or other serious violations or acts:** fines up to \$2,000.00 per incident, depending on the violation.

**Continuing violations:** fines up to \$500 per day may accrue until the violation is cured. Continuing violations include, but are not limited to architectural violations, improper storage of garbage can, obstruction of common areas, or other violation that is not resolved within the required amount of time.

**Suspension of Privileges:** in addition to or in lieu of fines, privileges may be suspended for up to 30 days or longer depending on the nature and extent of the violation.

The Association may pursue one or more remedies simultaneously. The selection of one remedy does not preclude the Association's right to pursue others.

### **ASSESSMENT COLLECTION POLICY**

Prompt payment of assessments by all owners is critical to the financial health of the Association and to the enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligation under the Declaration of Covenants, Conditions and Restrictions (CC&Rs) and the California Civil Code to enforce the members' obligation to pay assessments. The policies and practices outlined shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of the Board of Directors. Therefore, pursuant to the CC&Rs and Civil Code Section 1367.1(a), the following are the Association's assessment practices and policies:

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1. Assessments, late charges, interest and collection costs, including any attorneys' fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied (Civil Code Section 1367.1(a)).
2. Regular monthly assessments are due and payable on the first day of each month. A courtesy billing statement is sent each month to the billing address on record with the Association. **However, it is the owner of record's responsibility to pay each assessment in full each month regardless of whether a statement is received.** All other assessments, including special assessments, are due and payable on the date specified by the Board on the Notice of Assessment, which date will not be less than thirty (30) days after the date of notice of the special assessment.
3. Any payments made shall be first applied to assessments owed and only after the assessments owed are paid in full, shall such payments be applied to late charges, interest, and collection expenses, including attorneys' fees, unless the owner and the Association enter into an agreement providing for payments to be applied in a different manner.
4. Assessments not received within fifteen (15) days of the stated due date are delinquent and shall be subject to a late charge of five dollars (\$5.00).
5. An interest charge at the rate of twelve percent (12%) per annum will be assessed against any outstanding balance, including delinquent assessments, late charges and cost of collection, which may include attorneys' fees. Such interest charges shall accrue thirty (30) days after the assessment becomes due and shall continue to be assessed each month until the account is brought current.
6. If a special assessment is payable in installments and an installment payment of that special assessment is delinquent for more than thirty (30) days, all installments will be accelerated and the entire unpaid balance of the special assessment shall become immediately due and payable. The remaining balance shall be subject to a late charge and interest as provided above.
7. Once an assessment becomes delinquent, the subsequent courtesy billing statement will serve as the first notice of past due assessment.
8. If an assessment is not received within fifteen (15) days after the assessment becomes delinquent, the Association or its designee, in the event the account is turned over to its managing agent, fiscal managing agent or a collection agent ("designee"), will send a pre-lien letter to the owner as required by Civil Code Section 1367.1(a) by certified and first class mail, to the owner's mailing address of record advising of the delinquent status of the account, impending collection action and the owner's right to request that the Association participate in some form of internal dispute resolution process ("IDR"). The owner will be charged a fee for the pre-lien letter. Notwithstanding the provisions of this Paragraph, the Association may (i) send a pre-lien letter to a delinquent Owner at any time when there is an open escrow involving the Owner's Unit/Lot, and/or (ii) issue a pre-lien letter immediately if any Special Assessment becomes delinquent.
9. If an owner fails to pay the amounts set forth in the pre-lien letter and fails to request IDR within thirty (30) days of the date of the pre-lien letter, the Board shall decide, by majority vote in an open meeting, whether to authorize designee to record a lien for the amount of any delinquent assessments, late charges, interest and/or costs of collection, including attorneys' fees, against the owner's property. If the Association authorizes designee to record a lien against the owner's property, the owner will be charged for the fees and costs of preparing and recording the lien. The lien may be enforced in any manner permitted by law, including, without limitation, judicial or non-judicial foreclosure (Civil Code Section 1367.1(g)). The owner will be charged a fee for the costs of coordinating enforcement of the lien between designees.
10. Once the matter has been transferred to designee, designee may be authorized to enforce the lien thirty (30) days after recordation of the lien and may be authorized to foreclose the lien by non-judicial foreclosure sale when either (a) the delinquent assessment amount totals One Thousand, Eight Hundred Dollars (\$1,800) or more, excluding accelerated assessments and specified late

charges and fees or (b) the assessments are delinquent for more than twelve (12) months. You could lose ownership of your property if a foreclosure action is completed. You will be responsible for significant additional fees and costs if a foreclosure action is commenced against your property.

11. The decision to foreclose on a lien must be made by a majority of the Board of Directors in an Executive Session meeting and the Board of Directors must record their votes in the minutes of the next open meeting of the Board. The Board must maintain the confidentiality of the delinquent owner(s) by identifying the matter in the minutes by only the parcel number of the owner's property. Prior to initiating any foreclosure sale on a recorded lien, the Association shall offer delinquent homeowners the option of participating in IDR or Alternative Dispute Resolution ("ADR").
12. An owner is entitled to inspect the Association's accounting books and records to verify the amounts owed pursuant to Corporations Code Section 8333.
13. In the event it is determined that the owner has paid the assessments on time, the owner will not be liable to pay the charges, interests, and costs of collection associated with collection of those assessments.
14. An owner has the right to dispute the assessment debt by submitting a written request for dispute resolution to designee for delivery to the Association pursuant to Civil Code Section 1363.810 *et seq.*
15. An owner has the right to request alternative dispute resolution with a neutral third party pursuant to Civil Code Section 1369.510 *et seq.* before the association may initiate foreclosure against the owner's separate interest, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.
16. Any owner who is unable to pay assessments will be entitled to make a written request for a payment plan to designee to be considered by the Board of Directors. An owner may also request to meet with the Board in executive session to discuss a payment plan if the payment plan request is mailed within fifteen (15) days of the postmark date of the pre-lien Letter. The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plan requests. Payment plans shall not interfere with the Association's ability to record a lien on an owner's separate interest to secure payment for the owner's delinquent assessments. If the Board authorizes a payment plan, it may incorporate payment of ongoing assessments that accrue during the payment plan period. If a payment plan is approved, additional late fees from the homeowner will not accrue while the owner remains current under the terms of the payment plan. If the owner breaches an approved payment plan, the Association may resume its collection action from the time the payment plan was approved.
17. Nothing herein limits or otherwise affects the Association's right to proceed in any lawful manner to collect any delinquent sums owed to the Association.
18. Prior to the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and costs of collection, including attorneys' fees, must be paid in full to the Association.
19. There is no right of offset. An owner may not withhold assessments owed to the Association on the alleged grounds that the owner is entitled to recover money or damages for the Association for some other obligation.
20. The Association shall charge the owner a Twenty-Five Dollar (\$25.00) fee for the first check or direct debit tendered to the Association that is returned unpaid by the owner's bank and Thirty-Five Dollars (\$35.00) for each subsequent check or direct debit passed on insufficient funds. In addition, the owner will be assessed for any bank charges associated with the returned check or direct debit. If the check or direct debit cannot be negotiated, the Association may also seek to recover damages of at least One Hundred Dollars (\$100.00), or, if higher, three (3) times the

amount of the check up to One Thousand, Five Hundred Dollars (\$1,500.00) pursuant to Civil Code Section 1719.

21. Owners have the right to provide a secondary address for mailing for purposes of collection to the Association. The owner's request shall be in writing and shall be mailed to the Association in a way that shall indicate that the Association has received it. An owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to send notices to the indicated secondary address from the point the Association receives the request.
22. All charges listed herein are subject to change upon thirty (30) days' prior written notice.
23. If allowed by the Association's CC&Rs and/or By-Laws, and until the owner has paid all amounts due, including delinquent assessments, late charges, interest and costs of collection, including attorneys' fees, the Board of Directors may impose additional sanctions after providing the owner with a duly noticed hearing pursuant to Civil Code Section 1363(h), including but not limited to the suspension of the owner's right to vote; suspension of the owner's right to use the Association's non-essential services, and suspension of the owner's right to use the recreational facilities. However, any suspension imposed shall not prevent the delinquent owner from the use, benefit and pleasure of the owner's lot.

### **NOTICE ASSESSMENTS AND FORECLOSURE**

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

### **ASSESSMENTS AND FORECLOSURE**

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Section 1367.4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 1366, 1367.1, and 1367.4 of the Civil Code)

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a member or a member's guest, if the governing documents provide for this. (Sections 1366 and 1367.1 of the Civil Code)

The association must comply with the requirements of Section 1367.1 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 1367.1 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 1367.1 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 1367.1 of the Civil Code)

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

### **PAYMENTS**

When an owner makes a payment, he or she may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Section 1367.1 of the Civil Code)

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 5 (commencing with Section 1368.810) of Chapter 4 of Title 6 of Division 2 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 2 (commencing with Section 1369.510) of Chapter 7 of Title 6 of Division 2 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 1367.1 of the Civil Code)

### **MEETINGS AND PAYMENT PLANS**

An owner of a separate interest that is not a timeshare may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exist. (Section 1367.1 of the Civil Code)

The board of the directors must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform to the payment plan standards of the association, if they exist. (Section 1367.1 of the Civil Code)

### **CLUBHOUSE RENTAL AGREEMENT**

1. The Brookside Village Clubhouse will be rented to Brookside Homeowners only. Verification is the responsibility of the Property Manager for Brookside Village. Homeowners must sign the RENTAL AGREEMENT. Tenants may use the clubhouse only after receiving, in writing, the approval of said homeowner. The clubhouse will not be rented to anyone under twenty-one (21).
2. Reservations must be made with the Property Manager in advance of the scheduled date. Temporary reservations may be made via the telephone, but no reservation is guaranteed until the full deposit and fee has been paid. There will be NO REFUNDS on the rental fee.
3. A rental fee is required to be paid by means of CHECK or MONEY ORDER, payable to BROOKSIDE VILLAGE.
4. A cleaning deposit must be paid seven (7) days in advance of the event. The owner will be responsible for all damages and clean-up work. If there is no damage the cleanup deposit will be returned within 48 hours. The clean-up must be completed as scheduled. The deposit is forfeited if the cleanup is not completed, as scheduled. Should damages occur, the deposit check will be cashed and any excess amount will be returned to the Homeowner. Should the damages exceed the deposit, the homeowner must pay the excess amount within five (5) days or the owner's unit will be assessed for the outstanding balance.
5. The clubhouse will be available normally one hour ahead of the scheduled event and will be closed by SECURITY no later than MIDNIGHT on the same day.

6. There will be no cooking in the clubhouse and there will be no cooking with Bar-B-Que equipment. The clubhouse stove may be used to warm up individual items provided permission is granted by the Security Officer on duty. ALL beverages will be served only from the KITCHEN area to prevent carpet damage. Building occupancy must not exceed 100 persons.
7. The security officer on duty will NOT provide exclusive service to the party as he is here to provide coverage for all of Brookside Village.
8. Any deviations from the normal schedule of events must be so noted at the time the reservation is made and the rental fee is paid. Deviations will not be accepted after the rental agreement is made. NO ARRANGEMENTS CAN BE MADE TO REMAIN IN THE CLUBHOUSE AFTER MIDNIGHT, (except for cleaning purposes).
9. No musical instruments may be played with an AMPLIFIER. DJ's will not use an AMPLIFIER to increase the volume of music. Live music is acceptable but speaker/music must remain inside the club house. The Security Officer, on duty, will monitor the music during the party. If music is disturbing other homeowners he will instruct the party HOST to correct the situation. One notice will be given to the Host. If the matter is not corrected the homeowner will be fined per the current Fine and Enforcement Policy and a second offense will result in calling the R.B.P.D. There will be no third notice for loud music.
10. If premises are not completely cleaned by 9:00AM the following day, the cleaning deposit will be forfeited.
11. The Homeowner renting the clubhouse will be responsible for any loss of personal property and will not hold the Association, the Management Company or its employees responsible.
12. Smoking is not permitted in or around the clubhouse.
13. Rental of the clubhouse it entitles you to the main floor for your exclusive use. The upper and basement floors are not to be used for private parties and are not apart of this clubhouse rental agreement. The pool and surrounding wood deck is not included in the rental agreement.
14. Guests are not to congregate outside the building or around the walkways. Keep in mind we do have homeowners living around the clubhouse and loud conversations late in the evening are inconsiderate.
15. The homeowner is responsible for any and all damaged furniture and equipment of the clubhouse.

**Brookside Village Homeowners Association  
Resolution of the Board of Directors**

**RECITALS**

Whereas, the Board of Directors properly convened and held a Board Meeting on October 24, 2007;

Whereas the Board of Directors has received inquiries from Owners regarding enforcement of the 1992 Amendment to the CC&Rs and in particular enforcement of Section 12.1.6 of Article XII of the CC&Rs which provides that owners may maintain in their units domesticated pets "of a moderate weight (50 lbs.) and size".

Whereas, the Board of Directors has determined that the fifty pound weight limit on pets at the Association has not been enforced and that there are a number of dogs now being maintained at the Association which the Board believes exceeds the fifty pound weight limit.

**RESOLUTION**

It is hereby resolved by the Board of Directors for the Brookside Village Homeowners Association that the Board of Directors will allow any dogs that exceed fifty pounds in weight that are now being maintained at the Association to remain at the Association, so long as the owners and their dogs otherwise comply with the Association's governing documents including the Rules and Regulations and that such dogs are not aggressive, do not create a nuisance, etc.

It is further resolved by the Board of Directors that:

- The Association will prohibit any new pets/dogs that exceed fifty pounds in weight from being maintained at the Association from the date of this Resolution forward.
- In the event that the Board is advised or discovers that a new pet/dog weighing excessive fifty pounds is being maintained at the Association, the Owner will receive a notice requesting that their pet/dog be removed from Brookside.
- In the event that the owner does not timely respond or acknowledge and/or remove the pet/dog from Brookside Village, the Board of Directors will hold a hearing with the Owner, and unless the Board decides that enforcement of the CC&Rs is not required, the Board will levy a fine on the homeowner of \$100.00 for violation of the CC&Rs, and will continue to levy a \$100.00 fine per month until that pet/dog is removed and is not being maintained at Brookside Village.
- In the event that the Owner continues to refuse to abide by the Association's CC&Rs and this resolution, the Board of Directors reserves the right to take legal action to require that the pet/dog that is in violation of the CC&Rs be removed.
- Management and the Board of Directors for Brookside Village will maintain a confidential file of all pets/dog that now exceed fifty pounds that are being maintained at Brookside Village. All Owners are required to register their pets/dogs that exceed fifty pounds so that in the future, if there is any question as to when they brought their pet/dog to be maintained at Brookside, the Association's records show that their pet/dog was being maintained at the Association on or before the date of this resolution.

It is hereby further resolved by the Board of Directors for Brookside Village that any Owner that now has a pet/dog that exceeds fifty pounds that is subject to being "Grandfathered" and allowed to be maintained at the Association, may not replace that pet/dog if the dog permanently removed and/or becomes deceased following the date of this resolution.

Executed on this 14<sup>th</sup> day of November 2007

By Vice President

  
Brookside Village Homeowners Association

ding Requested by and  
Recorded Hall Tol  
B. HICKENSON  
South Prospect, No. 306  
Redondo Beach, CA 90277

92- 574095

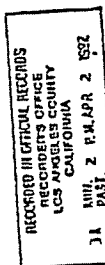
REC 32-6

FIRST AMENDMENT TO DECLARATION OF ESTABLISHMENT OF

CONDITIONS, COVENANTS AND RESTRICTIONS

This First Amendment to Declaration of Establishment of  
Conditions, Covenants and Restrictions is made by ROBERT F.  
A. MARY C. SIKONIA and HOLLY B. HICKENSON (hereinafter  
collectively referred to as "DECLARANT"), all of whom are members  
of the Brookside Village Homeowners Association, a California  
Corporation (hereinafter "ASSOCIATION") and is made and  
entered into with respect to the following facts and circumstances:  
A condominium development was created by Affordable  
Development Corporation on that certain real property  
located in the City of Redondo Beach, County of Los Angeles, State  
of California, and more particularly described as follows:  
Lots 3 and 4 of Tract No. 3778 in the City of Redondo  
Beach, County of Los Angeles, State of California, as per  
maps recorded in Book 934, pages 43-45 of Official Maps  
of the Office of the County Recorder of said County and  
all additions and amendments thereto, hereafter referred to  
simply as "SUBJECT PROPERTY."

It is the owner of Unit 113,  
simply as "SUBJECT PROPERTY."



B. In connection with the creation of said condominium  
development a certain Declaration of Establishment of Covenants,  
Conditions and Restrictions was recorded on in 1980 as Instrument  
No. 80-530747 in the Office of the Los Angeles County Recorder  
(hereafter referred to simply as "DECLARATION").

C. Section 19.1 of Article XIX of the Declaration provides  
that said Declaration may be amended by the vote or written consent  
of members representing not less than seventy-five percent (75%) of  
the total voting power of the Association.

NOW, THEREFORE, Declarant, under penalty of perjury hereby  
declares the following:

1. Section 12.1.4 of Article XII is hereby deleted in its  
entirety and in its place and stead substituted the following:

"12.1.4. An owner may keep and maintain in his unit  
domesticated pets such as dogs, cats or other usual and  
ordinary household pets of a moderate weight (50 lbs) and  
size, provided that such pets shall not be allowed in the  
common or recreational areas except as may be permitted  
by the rules and regulations which may be promulgated  
from time to time by the Board. Except as hereinabove  
provided, no animals, livestock, birds or poultry shall  
be brought within the Project or kept in any unit  
thereof. Owners keeping pets shall be accountable to the  
other owners for the acts of such pets, and should any  
owner fail to regularly cleanup pet waste, be unable to  
control barking or other noise, biting, scratching,

attacking, destruction of property or acts of his pets  
which disturb his neighbors, he shall be required to  
remove such pet from the Project. No pet will be allowed  
on the Common Areas or recreational areas without being  
supervised.

2. The Amendment set forth in Paragraph 1, above, was  
approved by the written assent of members constituting not less  
than seventy-five percent (75%) of the total voting power of  
ASSOCIATION. The names and unit addresses of the members  
assenting, in writing, to said Amendment are set forth in Exhibit  
"A," attached hereto and incorporated herein by this reference.  
The original written consents are available for inspection at 601  
South Prospect, No. 306, Redondo Beach, California 90277.

3. Save and except as expressly amended hereby, said  
Declaration shall otherwise continue in full force and effect.

We declare under penalty of perjury that all of the foregoing  
is true and correct.

Executed this 28th day of FEBRUARY, 1992.

Robert F. Sikonia  
ROBERT F. SIKONIA

Mary C. Sikonia  
MARY C. SIKONIA

Holly B. Hickenson  
HOLLY B. HICKENSON

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**BROOKSIDE VILLAGE HOMEOWNERS ASSOCIATION ELECTION POLICY  
EFFECTIVE JANUARY 1, 2020**

**1.0.1 Campaigning.**

- (a) All candidates or members advocating a point of view during a campaign, including those not endorsed by the Board, shall be provided equal access to Association media, newsletters, or Internet Web sites (if any) for purposes that are reasonably related to the election. The Association may not edit or redact any content from these communications unless said content, if published, would subject the Association to legal action for republishing same. In addition, the Association may include a statement specifying that the candidate or member, and not the Association, is responsible for that content.
- (b) All candidates, including those who are not incumbents, and all members advocating a point of view, including those not endorsed by the Board, for purposes reasonably related to the election, shall be provided equal access to any common area meeting space, if any exists, during a campaign at no cost.
- (c) Association funds may not be used for "campaign purposes" in connection with any board election. The term "campaign purposes" is defined to include, without limitation, (1) "expressly advocating the election or defeat" of any candidate that is on the ballot; or (2) "including the photograph or prominently featuring the name of a candidate on a communication" from the Association (except the ballot and voting materials and equal access communication sent pursuant to this policy).

**1.0.2 Notice of Election Meeting and Nomination of Candidates.**

- (a) At least ninety (90) days before an election meeting of the Association, and at least thirty (30) days prior to the deadline to submit nominations for candidates, the Board of Directors or its agent shall:
  - (1) Send a Notice of Election Meeting to each member of record. Individual notice shall be delivered pursuant to Civil Code Section 4040 if such notice is requested by a member. This Notice shall state the location, date and time of the election meeting and the identity and address of the Election Inspector.
  - (2) Mail, hand deliver or electronically deliver (with member consent) to each owner a Candidate Nomination Form which, among other things, shall set forth the deadline for submission of the Nomination

Form and the procedure for such submission to the Election Inspector(s).

- (b) At least thirty (30) days prior to the mailing of ballots, the Association shall mail, hand deliver or electronically deliver (with member consent) to each owner a list of all candidate's names that will appear on the ballot.
- (c) At least thirty (30) days prior to the election meeting, the Election Inspector(s) shall individually deliver the ballots to the members and either individually deliver a copy of the election rules or notice that the election rules are posted on an internet website which is identified. If posted, the notice shall state in at a font size of at least 12-point on the ballot: "The rules governing this election may be found here: [www.wwww.caliber.cloud/caliberweb2\\_Horizonmgmt.com](http://www.wwww.caliber.cloud/caliberweb2_Horizonmgmt.com)."
- (d) Each member of the Association's Board of Directors and nominees for the Board shall be a unit owner or a qualified representative. Qualified representatives include Trustees of Trusts, Officers or Managers of Corporations or LLCs or general partners of partnerships of LLP's.
- (e) Only Owners may nominate themselves or another Owner/qualified representative. Only Owners may serve as a director except when the Bylaws or CCRs permit the Declarant to appoint or nominate non-owners. Qualifications shall be as set forth in the Bylaws except as otherwise provided in California law;
- (f) Any candidate nominated by another person will be contacted to confirm that such candidate consents to having his or her name placed in nomination for election to the Board. If confirmation of consent is not obtained, the nominated candidate will not appear on the ballot.
- (g) All candidates who meet the qualifications to serve on the Board and, if appropriate, have confirmed their willingness to run for election to the Board, shall be listed on the secret ballot. Qualifications to run for the Board shall be the same as those to serve on the Board. The following candidates and directors shall be disqualified from running or serving on the Board:

(1) An owner with a prior criminal conviction that would prevent the association from obtaining or maintaining the required fidelity bond under California law;

(2) An owner whose election would result in joint owners of a separate interest serving on the board at the same time:

- (3) An owner who is delinquent in payment of regular or special assessments and who has had an opportunity to engage in Internal Dispute Resolution, has not paid amounts in protest and who is not making payments to Association under a payment plan.
- (4) An owner who has not been an owner for a period of one year.
- (h) Notwithstanding any provision in the Bylaws, all qualifications for directors shall comply with the provisions of Civil Code Section 5100-5115 as amended from time to time.
- (i) Any candidate who is disqualified has the right to request Internal Dispute resolution (IDR) with the Association to have the grounds for the disqualification reviewed in an effort to resolve the dispute.
- (j) The Candidate Nomination Form must be returned to the Association at the address provided and by the deadline stated on such form. Nominations from the floor of the election meeting for candidates for the Board shall not be permitted. Write in candidates shall not be permitted.
- (k) Procedures for nominations for election to the Board shall comply with Corporation Code Section 7520, Civil Code Sections 5100-5130 as amended from time to time.

#### 1.0.3 **Secret Ballot Procedure; Record Date.**

- (a) Ballots and a pre-addressed envelope with instructions on how to return ballots shall be mailed by first-class mail or delivered by the Association to every member not less than thirty (30) days prior to the deadline for voting.
- (b) Ballots must ensure the confidentiality of the voters.
  - (1) A voter may not be identified by name, address, or unit number on the ballot;
  - (2) The ballot may not require the signature of the voter;
  - (3) The ballot itself is inserted into an envelope that is sealed. This envelope is inserted into a second envelope that is sealed. In the upper left-hand corner of the second envelope, the voter prints and signs his or her name, address, and unit owned. If there are multiple units owned by the same person there will be multiple ballots, each with its own envelope. The second envelope is addressed to the inspectors of election, who will be tallying the votes.

- (c) Owners may return their secret ballot by mail, hand deliver it to the meeting or complete the ballot at the meeting; provided only those ballots which are delivered to the inspectors of election prior to the polls closing shall be counted. A non-Owner who holds a general power of attorney for an Owner or a valid proxy shall be entitled to receive a ballot and cast said ballot.
- (d) A member may request a receipt for delivery. The record date for purposes of voting shall be the date the ballots are mailed to all of the owners.
- (e) In the event California law is amended to permit electronic voting in the election of directors, the procedures allowed in said provisions shall automatically be deemed to be permitted by these Bylaws without the need for further amendment.
- (f) Cumulative voting is permitted if allowed by the Association's Bylaws.

#### **1.0.4 Inspectors of Election.**

- (a) The Board shall appoint an independent third party as inspector of election prior to the opening of the secret ballots. Independent third parties include, but are not limited to:
  - (1) a volunteer pool worker with the County registrar of voters;
  - (2) a licensee of the California Board of Accountancy;
  - (3) a notary public;
  - (4) a member of the Association provided such member is not a member of the Board of Directors or a candidate for the Board of Directors;

A person who is currently employed or under contract to the Association (except specifically to act as an election inspector) shall not serve as an Election Inspector.

- (b) Prior to secret ballots being mailed to all of the owners, the Board shall determine the Election Inspectors to whom the secret ballots shall be returned
- (c) The inspectors of election shall also do all of the following:
  - (1) determine the number of memberships entitled to vote and the voting power of each;
  - (2) determine the authenticity, validity, and effect of proxies or powers of attorney, if any;

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- (3) receive ballots;
  - (4) hear and determine all challenges and questions in any way arising out of or in connection with the right to vote;
  - (5) count and tabulate all votes;
  - (6) determine when the polls shall close;
  - (7) determine the results of the election;
  - (8) perform any acts as may be proper to conduct the election with fairness to all members in accordance with this section and all applicable Rules of Association regarding the conduct of the election that are not in conflict with this section.
- (d) An inspector of election shall perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as is practical. The decision or act of a majority shall be effective in all respects as the decision or act of all.
- (e) Any report made by the inspector or inspectors of election is prima facie evidence of the facts stated in the report.
- (f) The Board may remove and replace any inspector of election prior to the tabulation of ballots if an inspector of election resigns or if the Board reasonably determines that an inspector of election will not be able to perform his or her duties impartially and in good faith.

#### **1.0.5 Handling of Ballots.**

- (a) The Election Inspector(s) shall be designated by the Board of Directors and shall be identified on the Notice of Election Meeting. As secret ballots are returned to the Election Inspector(s), the Election Inspector(s) shall check off on a sign-in sheet that a ballot has been received for such unit. The first secret ballot received for any unit shall be the ballot which is counted. Any subsequent ballots for the same unit which are received shall be deemed invalid and shall be discarded. Ballots received by the Election Inspector(s) shall be irrevocable.
- (b) The sealed ballots at all times shall be in the custody of the inspectors of election or at a location designated by the inspectors until delivered to the inspectors at the meeting for the opening of the ballots and the tabulation of the vote.
- (c) No person, including a member of the Association or an employee of the management company, shall open or otherwise review any ballot prior to the time and place at which the ballots are to be counted and tabulated.
- (d) After tabulation, election ballots, signed voter envelope, voter list, candidate registration list, and proxies shall be in the custody of the

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Inspectors of Election or stored by the Association as designated by Inspectors of Election in a secure place until the expiration of the time period for filing a challenge to the election under Civil Code Section 5145. In the event of a recount or other challenge to the election process, the Association shall, upon written request, make the ballots available for inspection and review by members of their authorized representatives. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote.

**1.0.6 Meeting at Which Secret Ballots Shall be Tabulated.**

- (a) The inspector of the election shall tabulate the ballots for the election of the directors or other matters to which this policy applies at a meeting of the owners, or if no quorum is present, at a special meeting of the Board of Directors duly noticed for the same date, time and place, as the general meeting of the Association called for the purpose of counting ballots. The Board of Directors shall determine the date, time and place of the annual or other general meeting of the owners and the concurrent special meeting of the Board in accordance with the Association's Bylaws.

**1.0.7 Tabulation of Votes; Quorum Requirement.**

- (a) All votes shall be counted and tabulated by the inspector of election in public at a properly noticed open meeting of the members or of the Board, at which a quorum of members or a quorum of Board members, as the case may be, must be present.
- (b) The inspector of election shall confirm that no more than one ballot was returned for each unit.
- (c) Any candidate or other member of the Association may witness the counting and tabulation of the votes.
- (d) In order for the vote for the election of directors to be valid, ballots must be returned by at least a quorum of the owners. If quorum is not obtained, no election will be conducted unless the meeting is adjourned and quorum is met at the rescheduled meeting.

**1.0.8 Announcement of Results.**

- (a) The results of the election shall be promptly reported to the Board of Directors and shall be recorded in the minutes of the next meeting of the Board of Directors and shall be available for review by members of the Association.

- (b) Upon certification of the election results by the inspectors of election, the newly elected Board members shall be deemed to have taken office.
- (c) Within fifteen (15) days of the election, the Board shall publicize the results of the election in a communication directed to all members.

**BROOKSIDE VILLAGE COVID-19 UPDATE – PLEASE READ FOR UPDATED COMMON AREA COMPLIANCE REQUIREMENTS AND LOS ANGELES COUNTY DEPARTMENT OF HEALTH PUBLIC HEALTH ORDERS FOR HOMEOWNER ASSOCIATION FACILITY AND COMMON AREA**

**Effective: April 15, 2021**

As cases of the novel coronavirus (COVID-19) spread across Los Angeles County, management companies need to prepare for the potential impact to their communities and to address employee and resident concerns of potential exposure at their place of work and home. We need everyone's help in slowing the spread of COVID-19 within the county. The following requirements and guidance for multifamily residence structures have been updated by the order of Los Angeles County Department of Public Health ([www.publichealth.lacounty.gov](http://www.publichealth.lacounty.gov)).

With the current orders issued by the Governor and County of Los Angeles in reference to multifamily residence facilities, the Association has updated the rules governing this pandemic to protect the health and welfare of our Employees, Contractors, Owners and Residents, effective 4/15/21.

- 1. Clubhouse, gym, and game areas** will be continued to be closed indefinitely to protect our employees, residents, and contractors from additional exposure. **The aerobics area is open on a partial/limited basis (see below rules and protocols for use of aerobics area on second floor of the Clubhouse) If you need to enter the clubhouse for an essential maintenance or security issue, face covering is required, as well as maintaining a minimum 6 feet of social distancing from employees, security officers or contractors while interacting with them. Social distancing and face mask requirements are also posted on the Maintenance and Security Office doors.**
  - A. The first floor doors will remain unbolted (allowing access for residents to conduct *essential* maintenance/security business). Use of the Clubhouse common area is prohibited.
  - C. The second floor will partially be opened to accommodate limited use of the aerobic area, subject to rules and protocols (see below). This is by order of the Los Angeles County Department of Public Health.**
  - D. The basement (gym and locker rooms) will be bolted lock (no access). This is by order of the Los Angeles County Department of Public Health.
  - E. The clubhouse main floor restroom (north side of building) will be unlocked during pool and aerobics area use hours to accommodate restroom access while pool and aerobics area are open.**
- 2. Aerobics Area (2<sup>nd</sup> Floor Clubhouse) will be open from 8 AM to 7:45 PM for limited access and use by residents only, subject to the following orders, rules & regulations, and protocols:**
  - A. Aerobics area access will be by a monitored appointment system. Appointments will be on a first-come-first served basis. There are two designated areas in which one resident can have access/use to the aerobics equipment in each area. Only one person will be allowed in each designated area at a time.**
  - B. Each appointment will be 30 minutes maximum. Appointments must be made 24 hours in advance, or subject to availability if not 24 hours in advance. Waiting for appointments must be outside the facility until the previous resident user has sanitized the equipment and left the area.**
  - C. Mask/face coverings are required to be worn while using the aerobics facility, including when exercising.**
  - D. Each user is required to clean equipment used before and after each use with sanitizing wipes provided in the facility.**
  - E. Only water is allowed in the facility. No food or non-water drinks allowed.**

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Order Date: 03-25-2022

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**F. Sliding doors/windows will remain open during access hours for ventilation. No amplified music will be allowed (earphones, etc. are allowed).**

**3. Pools and ancillary areas** will be open from 8 AM to 7:45 PM for limited access by residents only, subject to the following orders, rules & regulations, and protocols:

- A.** Pool access will be by a monitored appointment system. Appointments will be on a first- come-first served basis to a small number of household groups that live on the property at a time. A “household” are residents who live in the same unit, whether the household is one person or multiple people. Intermingling of pool users, who are not part of the same household, is prohibited. **NO VISITORS OR GUESTS ARE ALLOWED IN THE POOL AREA.**
- B.** The maximum number of people in the pool area (is inclusive of the pool, spa, and deck) is 10 people at a time. The maximum number of people in the spa is 1 person, or one household. All pool users must use the appointment system, follow all protocols, rules & regulations, as well as follow guidance and/or instructions of Security Officer Monitors, as a condition of use. Your appointment will be cancelled and you will be asked to leave the pool area if you choose not to abide by the protocols in place.
- C.** Pool assigned use will be for a maximum of 1 hour (i.e., from 1 PM to 2 PM)
- D.** Users will be required to exit the facility as quickly as possible upon the expiration of their use time slot in order for the janitors to get the area cleaned and ready for the next assigned user. **NO EXTENTION OF TIME WILL BE GRANTED, FOR ANY REASON.**
- E.** Mask/face covering will be worn while travelling through common area to the pool facility and adjacent deck area, including to and from the pool and shared restroom. Remove mask/face covering before entering the water. Mask/Face covering is optional only when in your assigned partitioned area.
- F.** Users are strongly encouraged to bring hand sanitizer with them for their personal use while using the facility. Sharing of personal items (towels, etc.) with non-household members is prohibited.
- G.** Residents who have mobility limitations and/or are at high risk in public spaces will be provided equitable and reasonable access. Please provide notification, at the time your appointment is made, so reasonable accommodation can be exercised.
- H.** All pool users will remain in their assigned areas, which are defined by barriers, to provide a minimum of 6’ distance from other pool user’s assigned areas. The 6’ zone will not be entered into by any users and are to remain empty space. There will be designated pathway so all users can enter and exit their assigned area, the gates and the shower.
- I.** Users and swimmers are required to stay at least 6 feet apart from those they don’t live with, both in and out of the water.
- J.** The pools will be zoned/partitioned and marked to provide separate areas for each assigned space user as follows:
- K.** Clubhouse Pool will have three (3) partitioned assigned deck areas, two (2) for use of the pool, and one (1) area designated for spa use.
- L.** Clubhouse Pool will be partitioned to include one (1) lap lane and one (1) general use area. Users are to use their assigned pool area (can select when making appointment) but are prohibited from crossing over into the other assigned/partitioned areas, including the spa.
- M.** South Pool will have three (3) partitioned assigned deck areas for use of the pool.
- N.** South Pool will be partitioned to include two (2) general use areas and one (1) Toddler/wading use area. Users are to use their assigned pool area (can select when making appointment) but are prohibited from crossing over into the other assigned/partitioned areas, including the toddler/wading area.

- O. No food or drinks will be allowed in the pool or deck areas, except water in users own water container.
  - P. No toys, pool floats or other items are allowed in the pool or surrounding pool deck area. Child safety floats are the only exception.
  - Q. Parties and gatherings are prohibited in all common areas, including, grass areas, pools and adjacent decks (clubhouse sun deck).
  - R. Each assigned area will be cleaned/disinfected by Brookside Village janitorial team between each assigned use. Common use areas will also be cleaned/disinfected between users, including high touch areas such as railings in pool, lounge chairs, handles on gates and shower. The first- floor restroom will also be frequently cleaned/sanitized.
4. **The clubhouse sun deck area** (outside pool gates) will be open from 8 AM to 7:45 PM. Use will not require appointment and will be first-come-first served. This area will be partitioned off into four (4) user areas. Each area is limited to one (1) household. No visitors or guests are allowed in this area. Please limit your time in a partitioned area to 1 hour maximum to provide the opportunity for other residents to use.
- A. The lounge chairs will be frequently sanitized, but it is highly recommended you bring your own sanitizer for personal use. No food or drinks, except personal water containers, are allowed in this common area.
  - B. All users are required to maintain the 6' of physical distancing between households using the sun deck. All pool area protocols, including wearing face coverings to and from the deck area through common area are a condition of use.
  - C. Any individuals, or households in violation of protocols and rules & regulations will be asked to leave the sun deck immediately by Security Officers.
5. **Tennis Courts** will re-open, effective when required protocols are in place to comply with current orders. Hours will be 8 AM to 7:45 PM, daily.
- A. The following protocols and requirements for all employees, residents and contractors will be implemented:
  - B. Singles play is permitted (2 residents on each court).
  - C. Doubles Play is permitted between residents only. Players must remain 6 Feet apart from each other.
  - D. Security is required to monitor compliance and to take any necessary action to enforce compliance. If Security direction is not followed, the tennis courts will be shut down until compliance can be restored.
  - E. No other persons are allowed within the facility except those playing tennis on the courts.
  - F. Play for a maximum of 1 hour is allowed.
  - G. Social Distancing of a minimum of 6' must be maintained.
  - H. Participants are required to wear face coverings at all times, except during play.
  - I. Participants are instructed to bring water and hand sanitizer or disinfecting wipes to wash and sanitize hands frequently.
  - J. Non-residents are not allowed within the tennis facility (no guests).
  - K. Tennis classes are prohibited
  - L. Water fountain is for refill of water containers only. Drinking directly from the water fountain is prohibited.
  - M. Security is required to monitor compliance and to take any necessary action to enforce compliance. If Security direction is not followed, the tennis courts will be shut down until compliance can be restored.
  - N. Janitorial service will disinfect all commonly touched surfaces (gate handles, light switch, etc.) periodically during open times.

## 6. Common Areas:

- A. All owners and residents, employees, building occupants, and visitors must practice physical distancing protocols and wear cloth face coverings while in shared common spaces and public areas of the complex. Including when walking pets, using laundry rooms, or common lounge/seating areas within the complex.
  - B. Gatherings of residents (other than those who live within the same household) in common areas is prohibited, including within any recreation facility, clubhouse deck, building, carport, garage/driveways, walkways, and landscape areas.
  - C. Playing, bike riding, skateboarding, skating, scooters are prohibited in all common areas, including garage/driveways, walkways, and landscape areas.
  - D. Playing in landscape surrounding, or entering, fountains, ponds and streams is strictly prohibited. This includes removal or throwing of objects/rocks/landscaping around fountains, ponds and streams, harassing the fish or turtle, or throwing objects/rocks/landscaping into the fountains, ponds and streams.
7. Fitness areas, community, and recreational rooms must be closed indefinitely to all occupants, staff and the public per order of the Los Angeles County Department of Public Health. **Limited use access to the aerobics area in the clubhouse is now allowed subject to the rules and protocols (see above).**
8. **Elevators:** Occupants are limited to 1 person, or 1 household, in the elevator to prevent close contact in an enclosed space. Cloth face coverings are required within the elevator and hallways.
9. Avoid contact with high touch areas within the common areas such as walls, equipment, switches, railings, and door handles as much as is practical.
10. **Maintenance:** All non-essential/non-emergency maintenance requests, etc., may be deferred pending changes to the current order. Essential services include janitorial, plumbing, electrical, trash and dog station clean up, or any service to maintain the health and welfare of employees and residents or to protect the property and common areas. Also includes any services that are essential to the maintenance of the property which cannot be deferred. We have advised our employees on how to work with contractors on-site and to maintain social distancing protocols. During emergency/essential repairs inside units both the resident and repair staff will wear face coverings while in the unit together and maintain social distancing, even if both feel healthy. Ideally, the resident will also open all windows in the unit while the repair staff is present to provide a high level of ventilation.
11. **Contractors:** Contractors are authorized on-site for essential repairs and maintenance. We will work with all contractors to provide protocols in interacting with owners, and each other, while on our site.
- A. During emergency/essential repairs inside units both the resident and repair staff will wear face coverings while in the unit together and maintain social distancing, even if both feel healthy. Ideally, the resident will also open all windows in the unit while the repair staff is present to provide a high level of ventilation.
12. **Owner Contractors/Architectural Reviews and Approvals, etc.:** The ARB may be approved, but with a condition of a requirement to follow current order's restrictions and protocols. We will take these on a case-by-case basis.
- A. During repairs inside units both the resident and repair staff will wear face coverings while in the unit together and maintain social distancing, even if both feel healthy. Ideally, the resident will also open all windows in the unit while the repair staff is present to provide a high level of ventilation.

Order: ZTSHNM8FC

Address: 603 S. Prospect Ave Unit 204

Order Date: 05-25-2022

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B. Water Shut-Off Request for non-essential/non-emergency projects are approved for no more than 2 hours, with 72 hours' notice to residents. Work to only be performed Monday-Friday and only under HOA Maintenance supervision and monitoring.

**These emergency rules and regulations remain in effect for 120 days (maximum), or as updates/modifications to the Los Angeles County Department of Public Health orders are modified and executed by Brookside Village Homeowners Association.**

If you have questions or concerns about the information as provided, please contact the directly: Los Angeles County Department of Public Health (LACDPH, County)  
<http://publichealth.lacounty.gov/media/Coronavirus/> Social media: @lapublichealth Centers for Disease Control and Prevention (CDC, National) <http://www.cdc.gov/coronavirus/novelcoronavirus-2019.html>