

PALOS VERDES



**Association
Rules & Regulations**

Revised 2019

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INTRODUCTION

Welcome to the Palos Verdes Bay Club

Living in a planned community offers many advantages; however in order to have a community where all Residents' rights are protected, some restrictions are necessary for the benefit and enjoyment of all. Owners/Residents were given several documents to review and approve prior to your purchase or lease here at the Association. Specifically, these documents were the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, (DCC&Rs) (commonly referred to as "the CC&Rs"), the ASSOCIATION BY-LAWS, and these ASSOCIATION RULES AND REGULATIONS.

The Association's **RULES AND REGULATIONS** may be revised from time to time as the Board of Directors deems necessary. After the Board submits the Rules to the Owners for a 28-day Public Comment Period (Civ. Code §4360(a).) and are adopted by the board, they will become effective when mailed to the members within 15 days of board adoption. If any Association Rule is in conflict with the CC&Rs or current applicable law, the CC&Rs or current law shall prevail.

NOTE: VIOLATIONS OF THE ASSOCIATION RULES AND REGULATIONS ARE SUBJECT TO FINES AND WILL BE STRICTLY ENFORCED BY THE ASSOCIATION BOARD OF DIRECTORS (Section XI DISPUTE RESOLUTION PROCEDURES.)

I. THE CONDOMINIUM LIVING AREAS

A. THE UNIT

A.1. ARCHITECTURAL GUIDELINES FOR THE UNIT- See Architectural Rules and Regulations

A.2. RULES GOVERNING USE OF THE UNIT

1. Units are to be used for residential purposes only but may contain a "home office." Please refer to Article V, 5.3 (b) of the CC&Rs for the specific restrictions relative to maintaining a home office.
2. When moving into or out of Units, or receiving or sending shipments of furniture, appliances or other large or unwieldy items, Owners and tenants shall:
 - (a) Notify the Association Office of the planned date of the event, giving as much advance notice as possible, but in no event less than three days advance notice. A ramp will be provided by the Association to be placed over the marble steps in the lobby. The Owner and/or Tenant is/are obligated to make certain the ramp is not removed during the move in/move out period.
 - (b) Use padding, handling and protective devices to protect elevators, floors, walls, ceilings, steps, and floor coverings from damage, and require hired movers and delivery personnel to provide and use protective devices to prevent or minimize damage to the Common Area.
 - (c) Pay for the costs of cleanup and for the repair of any damage to the Common Area caused by the move/delivery/shipment. Failure to pay for same shall result in a Compliance Assessment to be added to Owner's financial account with the Association.
3. December holiday decorations located on the exterior surface of a Unit or on the interior surface of Unit windows, as allowed, are to be removed by January 10th of each year.

II. EXCLUSIVE USE COMMON AREAS

A. BALCONIES

A.1. ARCHITECTURAL GUIDELINES FOR BALCONIES- See Architectural Rules and Regulations

A.2. RULES GOVERNING USE OF BALCONIES

1. Each Owner shall keep the Owner's balcony in a clean, attractive and safe conditions at all times and make no alterations or additions to its exterior without specific prior written approval of the Board. The balconies are Common Area assigned for exclusive use of the appurtenant Unit, for which its Owner has maintenance responsibility.
2. A sign advertising a condominium Unit for sale or for lease may be placed in a window within the Unit but not on a balcony or any other portion of the Common Area and may not exceed 3' X 3'.
3. Umbrellas, awnings, screens, and other sun shields are not permitted on the balconies with the exception of shades approved by the Architectural Committee.

4. The exterior drying or laundering of clothes, rugs, towels, etc. on balconies, railings or other outside areas is prohibited.
5. The hosing down of balconies is strictly prohibited at all times.
6. The use of balconies for food preparation, serving and entertaining shall be limited so as not to interfere with the reasonable use and enjoyment by other Residents of their Units and shall not violate the nuisance provisions of the CC&Rs. Courtesy dictates that neighbors whose units may be affected by balcony food preparation be notified to permit them to close windows and doors, etc.
7. The hanging of wind chimes outdoors on balconies in a location where the noise is bothersome to other Residents is prohibited.
8. December holiday decorations are to be removed from balconies by January 10th of each year.
9. Appliances such as refrigerators and freezers are prohibited on balconies. No Owner/Resident may install gym equipment such as, without limitation, elliptical trainers, treadmills or Stairmasters on the balcony of their unit.

B. OWNER'S PARKING SPACES

1. Each Owner/Resident shall keep the Owner's/Resident's parking space(s) in a clean and safe condition at all times, free of trash, oil, car emissions, and storage items.
2. All parking spaces on Association property, inside or outside, are intended only for the use of passenger automobiles (including pickup trucks of two-axle passenger automobile size), motorcycles, mini-vans and vans and campers which are no longer or wider than the assigned Association parking spaces. Use of these parking spaces for other purposes or for parking of other vehicles such as trailers, boats, inoperable vehicles, bicycles, and commercial vehicles is prohibited except during loading and unloading incident to travel.
3. No boat, truck, trailer, van, camper, motorized home, commercial vehicle or tent shall be used as a living area while located within the Association property. Trucks, trailers, boats, campers, motorized homes or commercial vehicles may not be stored within the Association by any Owner/Resident at any time.
4. Noxious or offensive activities, including but not limited to, the repair, rebuilding or refurbishing of automobiles, or the use of power or welding tools, shall not be conducted within the Association property.
5. The parking of vehicles in other than a "head in" manner in assigned parking spaces, inside or outside, is strictly prohibited.
6. Guests and vendors must park on the street in spaces not designated for Resident use.

C. OWNER'S STORAGE AREA(S)

1. Each Owner/Resident shall keep the Owner's/Resident's storage area in a clean and safe condition at all times free of trash or debris.
2. Fire regulations prohibit storing anything in the storage areas in a manner or at a height that would impede the operation of the fire sprinkler system in that area. Fire regulations also strictly prohibit the storing of flammable materials, including gasoline, diesel fuel and oil base paint, in the Owner's storage area(s).

3. Residents operating a freezer or a designated refrigerator in the garage storage areas shall notify the Association Manager of same. A monthly payment, as determined by the Board of Directors upon notice, shall become an obligation of the Owner of the Unit in which the appliance is operated. (NOTE: The Palos Verdes Bay Club takes no responsibility for the availability of electricity.)

D. UNIT ENTRY DOOR

D.1. ARCHITECTURAL GUIDELINES FOR UNIT ENTRY DOOR- See Architectural Rules and Regulations

D.2. RULES GOVERNING UNIT ENTRY DOOR

1. Each Owner shall maintain both the exterior and interior surfaces of the Unit entry door in a clean, attractive, workable and sanitary condition.
2. The Association shall be responsible for replacing and repairing all Unit doors, including the painting of the exterior surface (the side facing the hallway) of such doors. In the event of damage or excessive wear caused by the Owner, their guests or tenants, the Owner shall be held responsible for the cost of replacement or repair after notice and an opportunity to discuss such obligation at a hearing before the Board.
3. Permanent holiday decorations are not allowed on Unit exterior doors or door jams. Holiday decorations for nationally recognized holidays will be allowed for the period 2 weeks prior to the holiday and must be removed no later than two weeks after the holiday. Any damages to the door resulting from the placement of these decorations will be the responsibility of the Unit owner.

III. THE COMMON AREAS IN THE RESIDENTIAL BUILDINGS

A. LOBBIES AND ELEVATORS

1. Smoking in the building elevators, hallways, lobbies, and garages is strictly prohibited.
2. Persons returning to residential buildings from a pool area must wear dry footwear and must exercise due care to protect the lobby and hallway carpets from wet attire. The Owner shall be responsible for damage to same.
3. December holiday decorations are to be removed from building elevators, hallways, lobbies, and garages, as may be applicable, by January 10th of each year.

B. HALLWAYS, ACCESS DOORS, AND STAIRWELLS

1. Furniture, furnishings, or other items of personal property may not be kept or maintained within any portion of the Common Area balconies except Exclusive Use Common Area and except as may otherwise be allowed by the Board after written request for and approval of same.
2. Common Area hallways, sidewalks and stairways are to be utilized only for ingress or egress from buildings and Units. Hallways, sidewalks, and stairways shall not be obstructed in any manner or used for any other purpose except as may be authorized in advance, in writing, by the Board of Directors. Running, recreational activities and/or boisterous or loud talking in the hallways are prohibited. All wheeled recreational tricycles, bicycles, roller skates, skateboards, roller blades and scooters are prohibited from use in the hallways; provided, however, motorized scooters used as a transportation device for disabled Owners and Residents and their

guests shall be allowed when such disabled person is traversing the Common Area.

3. The doors between the central stairwell and the hallways are fire doors and shall be kept closed at all times except for passage.
4. Smoking is strictly prohibited in all portions of the Common Area.
5. The transportation in the hallways of open containers of bleaches, dyes and all other laundry-related and other products that may (if spilled) discolor carpeting is prohibited. Owners shall be responsible for damage to the carpet resulting from same.
6. The storing of paper, boxes and other combustible materials or other discards in the Common Area of any residential building is strictly prohibited.
7. Solicitation of any kind or for any purpose is prohibited in the residential buildings or in the Common Area at any time.
8. Written notes, signs, letters, or documents may not be posted or displayed in lobbies, hallways, walls, or in any common area unless approved by the board for the common good of the overall membership, except as may be allowed under the California Civil Code.

C. LAUNDRY FACILITIES

1. The operation of washing machines and dryers in Association Common Area laundry rooms is restricted to the hours between 8:00 a.m. and 9:00 p.m. daily. Reservations (for blocks of machine time) posted in the laundry room shall be observed by other Residents. Residents may not reserve machine time except on their own floor, and each Resident may reserve only TWO blocks of time per week. Reservations are divided into three time slots: 8:00 a.m. - 12:30 p.m., 12:30 p.m. - 4:30 p.m., and 4:30 p.m. - 8:30 p.m. Residents may only use the machines located on the floor on which they reside, except in an emergency which shall be deemed to be non-operative machines on that Resident's floor.
2. The laundry room bulletin boards may be used by Owners or tenants for notices concerning the lease (or sub-lease) of their own specific Units, for the sale or exchange of personal property or for announcements of interest to other Residents. No notes that contain defamatory comments shall be permitted.
3. Residents desiring to use the laundry facilities at other than another's reserved time (but within the laundry use hours) may do so, provided attention is paid to the prompt servicing of that resident's wash. If laundry is left in any machine more than ten minutes after the machine completes the cycle for which coins were inserted, any other resident may remove the laundry from the machine(s) and begin his or her own laundry. Each resident shall honor the right of another to complete promptly whatever laundering is in process before claiming any right to use the machines. A resident who returns to the laundry room ten minutes after discovering another's laundry in a machine that has completed its paid cycle shall have the right to use the machines without interruption, but is required to be equally prompt in attending to his or her own laundering.
4. Except in a clearly sensed emergency, no resident shall disconnect any machine from its power source or interrupt a machine cycle by opening the machine door (while another's laundering is in process) or remove another's laundry items from a machine except as provided in rule II1.C.3.
5. The use of liquid chlorine bleach is prohibited for use in laundry rooms.

D. TRASH CHUTES. WASTE DISPOSAL and PLUMBING ISSUES

1. Trash, garbage or other waste shall be kept only in sanitary containers and deposited in building trash chutes. Owners and/or Residents shall not permit or cause any trash or refuse to be kept within any portion of the Association property other than in customary receptacles.
2. The trash disposal chutes may be used between the hours of 8:00 a. m. and 9:00 p.m. on weekdays (except on Monday, Friday) and between 9:00 a.m. and 9:00 p.m. on Saturdays, Sundays, and holidays.
3. All food waste disposed of in the building trash chutes shall be securely wrapped in odor-proof sealed bags of sufficient strength to withstand the drop from the floor on which deposited to the trash bin below without breaking open. (Note: Double plastic bagging of trash is preferable and encouraged to preclude accidental spillage)
4. Cardboard boxes too large for the building trash chutes shall be broken down and disposed of in the recycling bin(s) provided for that purpose; they may not be left near the small convenience trash receptacle in the garage. Hours of use of Recycling Containers are the same as in #2 above.
5. Items too heavy or too large for the trash chutes may be placed outside the building adjacent to the door accessing the trash room, providing prior approval has been obtained from the Association Manager. Items such as furniture and all remodeling trash and debris must be removed from the Association property at the Owner's and/or Resident's expense.
6. Care must be exercised when using garbage disposals. Items that absolutely must NOT be put in the disposal are oils, grease, rice, pasta, stringy vegetables, and similar items. All Owners/Residents are required to keep their garbage disposals operating properly. Residents should use cold water during the grinding process and hot water for at least one minute after grinding stops.
7. Sanitary products, such as diapers, clothing articles used by incontinent persons, hygiene products, dental floss and similar items must not be put in toilets. If the Resident Unit experiences a back-up in a sink, toilet, tub or shower, immediately notify the Residents above and below your Unit to not use their sink(s), toilet(s), tub(s) or shower(s).
8. In the event of plumbing issues that cause water spillage, follow emergency procedures (call PV Bay Club office during office hours and emergency Property Management telephone number after office hours) and advise your neighbors when the problem has been resolved. If appropriate, immediately turn off main water valve for your stack located in the garage. Failure to follow these procedures may cause serious damage to other Units and the Common Area, and the Owner whose Unit experiences the back-up and causes the problem shall be held responsible for such damage and the cost of repair or replacement to same.

E. GARAGE AREA

1. The bulletin boards near the garage-to-lobby doors are reserved for use only for the posting of announcements concerning Association and Club-related activities, or such community services as are approved by the Board for publicity.

F. ROOFS

1. Residents are strictly prohibited from going out on the building roofs except during an emergency if all other exits from the building are blocked and the roof area is the only means to escape a present danger.
2. The doors opening from the central stairways or to the roofs of residential buildings are fire doors that must be kept closed at all times. Those doors may not be opened except in an emergency.

IV. THE GROUNDS

A. THE GROUNDS GENERALLY

1. Residents shall not serve food or beverages, cook, barbecue or engage in similar activities except within such Owners' and/or Residents' Units and appurtenant balconies and subject to Section 111.G ("Common Areas") herein.

B. PLANTINGS

1. Owners/Residents may not cut, trim, prune, remove, replace or otherwise alter or affect the appearance or location of any Common Area landscaping, including without limitation any living tree, plant or other vegetation located in any portion of the Common Area, without the prior written consent or direction of the Board.
2. The decorating of the Building lobby is under the direction of the Building Representative. This includes the watering, pruning, spraying and general care of any decorative plants within the confines of the Lobby and the placement and removal of holiday decorations therein.

C. WALKS AND PAVED AREAS (INCLUDING SPORT AND RECREATION SURFACES)

1. The riding of bicycles, tricycles and other recreational wheeled vehicles, including skateboards, roller skates, and scooters anywhere on the sidewalks or paved surfaces of the Common Area is strictly prohibited, except that bicycle riding as a means of transportation is permitted on Seagate Drive; provided, however, motorized scooters used as a transportation device for disabled Owners and Residents and their guests shall be allowed when such disabled person is traversing the Common Area.

D. OPERATION OF VEHICLES. TRAFFIC CONTROL AND PARKING IN THE COMMON AREA. INCLUDING SEAGATE DRIVE

1. The operation of a vehicle on the Common Area, including Seagate Drive, in excess of fifteen (15) miles per hour is strictly prohibited.
2. The parking or operation of a vehicle on the Common Area in a manner that, if parked or operated such a manner on a public street would be in violation of any provision of public law, is prohibited. Such prohibition includes the parking of any vehicle against curbs painted red, which is a violation of the California Vehicle Code and may give rise to an action authorizing the towing of and impounding of the offending vehicle. Vehicles shall not be parked facing the opposite way against the curbs on Seagate Drive and are subject to ticketing by the Sheriff's Department.
3. The operation of a vehicle on Seagate Drive or anywhere else on the Common Area by any person who does not have a valid driver's license and insurance or other proof of financial responsibility is prohibited.
4. Unidentified vehicles are prohibited from parking in the Unrestricted Common

Area (unpainted, unmarked curbs) except when a guest is visiting a Resident, a driver is making a delivery to a Resident, or a service or work person is responding to a request of a Resident.

5. Vehicles belonging to Residents or guests may not be parked in excess of seventy-two (72) hours in the Unrestricted Common Area without prior written permission of the Board.

V. THE CLUBHOUSE

A. MAIN SOCIAL ROOM AND KITCHEN

1. The main social room of the Clubhouse is available for use by any Residents on a non-exclusive basis during office hours on weekdays, except when the room is reserved for private use as provided for herein.
2. The social room and kitchen may be used and reserved for private entertaining of the type normally done in a private home or private club. All requests for exclusive use of these facilities must be in writing on the form available at the office, and shall require the prior written approval of the Board of Directors.
3. Use and reservations may be requested only for functions in which the Resident concerned is personally active as host or hostess and accepts personal responsibility for supervision and Club charges. Notwithstanding the foregoing, any charges that remain unpaid or costs to cover damages to the Common Area shall be the responsibility of the Unit Owner.
4. Residents are prohibited from using the Clubhouse facilities for any selling or fundraising activities or for meetings or parties of any outside organized group.
5. Charges for use of the Clubhouse facilities, including its social room and kitchen, have been established by the Board and are shown on the reservation request and contract form available at the office.
6. During any reserved usage the Clubhouse doors must be unlocked and lights must be on during the evening hours.
7. Major rearrangement of furniture in preparation for or during a reserved social event may not be made without the prior written permission of the Association Manager. No furniture may be removed from the social room at any time.
8. The main social room may be used without charge on a non-exclusive basis by groups of sixteen (16) or fewer Residents, under adult supervision, during staffed hours on weekdays only, except when the room is reserved for private use.
9. Organized groups of Residents, under adult supervision, may reserve and use the social room without charge for any event or meeting of their group which is open to any and all other Residents of the Bay Club, provided application for use is made to and approved in advance in writing by the Board.
10. Residents of any building may reserve and use the social room without charge for get-acquainted-type parties welcoming new Residents, but these may not exceed two a year, and all Residents of the building must be invited.
11. Private parties, subject to prior written Board approval, shall be restricted to a maximum of fifty (50) guests. Residents may, however, on written application to the Board, request special approval for parties up to one hundred (100) guests. Charges and security deposits for parties in excess of fifty (50) guests will be

determined by the Board depending on the number of guests, the scope of services required from PVBC employees and the impact of the proposed party on Clubhouse facilities, and will be paid by the Resident as additional fees and/or costs.

12. During an exclusive function reservation of the Clubhouse facilities, Guests are permitted to use the south patio of the social room only. Guests are not, however, permitted to enter the pool or east patio area, or to use the billiard and/or exercise rooms. Such use shall, at the Association's option, be cause for the immediate cancellation of the previously approved function.
13. Members/Owners of the Bay Club will be permitted to teach lessons in their field of expertise to Residents only for a fee charged by them at their discretion. All lessons are to be held in the community social room or the pool area. All activities must be booked in advance and approved in writing by the Board. Any PVBC activities will take precedence on the schedule over the above lessons. Any Members/Owners teaching lessons for profit shall carry an insurance policy naming the Association as an additional insured, at reasonable limits as may be required by the Association from time to time, and shall indemnify the Association, Board, Officers, Owners and Residents from any and all liability for bodily injury or property damage arising from such teaching lessons.
14. Non-Residents will be permitted to teach classes to Residents for a pre-approved fee, providing the classes consist only of Resident members. All classes must be approved in writing in advance by the Board, and any PVBC activities will take precedence on the schedule. Any Non-Residents teaching classes shall carry an insurance policy naming the Association as an additional insured, at reasonable limits as may be required by the Association from time to time, and shall indemnify the Association, Board, Officers, Owners and Residents from any and all liability for bodily injury or property damage arising from such classes.
15. A list of Annual PVBC activities planned by the Social Coordinator for the upcoming year utilizing the Social Room shall be presented to the Board for approval at the regularly scheduled February Board Meeting. All Association Members and/or Residents should submit their reservation request prior to the preparation of this list. In the event of unforeseen circumstances, the Board may allow another use of the Social Room to take priority over a previously approved event, so long as notice is given to the Resident requesting the previously approved event at least ten (10) days prior to their scheduled event.
16. December holiday decorations are to be removed from the Social Room by January 10th of each year.

B. POOL ROOM

1. Residents and their guests may only use the poolroom between the hours of 5:00 a.m. and 10:00 p.m. daily, except when such use interferes with a reserved use of the Social Room.
2. Residents fourteen (14) years of age and younger must be accompanied by an adult when using the poolroom.
3. The consumption of controlled substances, alcohol and other beverages in the poolroom is strictly prohibited. Persons under the influence of alcohol or drugs are prohibited from using the poolroom.
4. When others are waiting to play, the pool table may be used for a maximum of thirty (30) minutes or until the game in progress is completed, whichever occurs first.

The entire group playing relinquishes the table to the waiting persons.

C. EXERCISE ROOM

1. For health and safety purposes, the use of the exercise room by persons fourteen (14) years of age or younger must be supervised by an adult. The treadmills may not be used by persons fourteen (14) years of age or younger due to the potential danger.
2. Controlled substances and alcoholic beverages of any kind are prohibited and persons under the influence of alcohol and/or other drugs are prohibited from using the exercise room.
3. The exercise room may be used by Residents and their guests daily between the hours of 4:00 a.m. and 11:00 p.m.
4. Residents and guests use the exercise room at their own risk.

VI. THE POOLS, WHIRLPOOLS, AND PATIO AREAS

A. HOURS OF OPERATION

1. The pools are open for lap swimming only, with no diving, splashing or disturbing others allowed daily from 7:00 a.m. to 9:00 a.m. and from dusk (one-half hour after sunset) to 10:00 p.m. The pools are open for general non-lap swimming from 9:00 a.m. to dusk daily.
2. The whirlpools are available for use from 9:00 a.m. to 10:00 p.m. daily. They may also be used without the agitator/pump turned on between the hours of 7:00 a.m. to 9:00 a.m. daily.
3. The patio areas adjacent to the pools are available for general use from 9:00 a.m. to dusk daily, and from dusk to 10:00 p.m. for quiet use/visiting that will not disrupt the reasonable use and enjoyment of their balconies and Units by adjacent Residents.

B. POOLS

1. Pool activities that do not interfere with the reasonable use and enjoyment of the pools by other swimmers are permitted.
2. Flotation devices which create a safety hazard or that interfere with other swimmers are prohibited.
3. For health and safety purposes, Guests, except those to whom Guest Cards have been issued, and all children fourteen (14) years of age and younger, must be accompanied by an adult Resident when using the pools.
4. The number of guests of any Resident at the pool/patio facilities shall be limited to a maximum of four (4) per Unit at any one time and the guests shall be accompanied by the Resident host at all times. Upon written application to the Board, Residents may request permission to increase the number of guests for a special occasion on a specific date and for a specific time period.
5. Persons under the influence of alcohol or other drugs are prohibited from using the pools.
6. All persons using the pool facilities do so at their own risk.
7. All persons using the pool facilities are required to wear proper swimming attire.
8. All persons using the pool facilities who are incontinent must wear protective undergarments when using the pool.

9. Non-Residents will be permitted to teach water exercise classes to Residents for a pre- approved fee. All activities must be booked in advance and approved in writing by the Board. Any Club activities will take precedence on the schedule over the above lessons. Any Non-Residents teaching water exercise classes shall carry an insurance policy naming the Association as an additional insured, at reasonable limits as may be required by the Association from time to time, and shall indemnify the Association, Board, Officers, Owners and Residents from any and all liability for bodily injury or property damage arising from such water exercise classes.
10. All persons using the pool facilities are prohibited from smoking in or around the pool facilities.
11. No glass containers, food, or pets are permitted in or around the pool facilities.

C. PATIO AREAS

1. Persons under the influence of alcohol or other drugs are prohibited from using the patio areas at any time.
2. Only unbreakable containers are permitted in the patio areas. Glass containers are prohibited.
3. Radios, tape players, CD players and other audio devices, and television and other video devices, are permitted in the patio areas only when they are used with earphones and do not interfere with another Resident's reasonable use and enjoyment of the facilities.
4. Running and recreational games requiring active physical movements in the patio areas are strictly prohibited.
5. Non-slip footwear will be worn at all times when persons are traversing the patio areas.
6. Following use and before leaving the area, Residents and their guests shall return patio furniture used to its appropriate location, collapse used umbrellas, and return the backs of used lounge chairs to an upright position.
7. Persons using the patio areas at any time do so at their own risk.
8. All persons using the patio areas are prohibited from smoking in or around the patio areas.

D.SAFETY

1. For safety purposes, all gates opening onto or into the pool areas must be kept locked at all times, except for passage of persons.

E. PORTABLE GRILLS/BARBECUES

Warning: The uses of certain types of portable grills are conducive to fire spread and building fires. Portable grill use at the Palos Verdes Bay Club is limited as follows:

1. The use of open-flame charcoal, wood or large tank LPG (propane) gas grills on the balconies is PROHIBITED.
2. Small tank LPG (propane) gas grills with fuel tanks of 20 pounds or less and electric grills are acceptable alternatives.

F. WHIRLPOOLS/SPAS

1. The whirlpools/spas may be used, except as restricted by these Rules, during the hours indicated in Section VI.A.2 above.

2. For health and safety reasons the whirlpools/spas may be used by children fourteen (14) years of age and younger only when supervised by an adult Resident/Owner. Persons using the whirlpools at any time do so at their own risk.
3. Persons under the influence of alcohol or other drugs are prohibited from using the whirlpools/spas.
4. All persons using the whirlpool/spa facilities are prohibited from smoking in or around the whirlpool/spa facilities.

VII. THE TENNIS COURTS

1. The tennis courts are reserved for play by Residents between the hours of 9:00 a.m. and 12:00 p.m. They are open for play by Residents and their accompanied Guests at all other times, but Residents have priority over any guests in use of vacated courts between 9:00 a.m. and 11:00 a.m. Subject to No. 2 below, Guests must be accompanied by a Resident at all times when using the tennis courts.
2. Guests to whom a Guest pass has been issued are permitted use of the courts on the same basis as Residents.
3. All other Guests must be accompanied by their Resident host or hostess in any use of the courts. Residents may have Guests on any two, but not more than two, days in any calendar week. This limit applies to the Bay Club Unit irrespective of the number of players in the Unit. The number of Guests of this category is limited to three (3) for any one-day and a maximum of six (6) in any one calendar week (per Bay Club Unit).
4. Residents/children fourteen (14) years or age or younger must be accompanied by an adult Resident when using the tennis courts.
5. In the event players are not playing set tennis, practice shall be limited to twenty-five (25) minutes when others are waiting. Preceding set play, "warm-up" time shall be limited to five (5) minutes.
6. When others are waiting, players shall be permitted to finish the set in progress and then must relinquish the court. When a set in progress results in a 6-6 tie, the winner shall be decided by the next game.
7. Use of Club courts for tennis lessons for money or value for other remuneration, unless the lesson is given by a Resident to another Resident, is prohibited. Any Residents teaching tennis lessons for profit shall carry an insurance policy naming the Association as an additional insured, at reasonable limits as may be required by the Association from time to time, and shall indemnify the Association, Board, Officers, Owners and Residents from any and all liability for bodily injury or property damage arising from such tennis lessons.
8. Only tennis shoes that do not leave marks on the playing surface may be worn by players. Prospective players and others without proper footwear shall not use the courts at any time.

VIII. OTHER RECREATION FACILITIES: PUTTING GREEN, SHUFFLEBOARD COURTS, BADMINTON, AND CLIFF WALK TO THE BEACH

1. The putting green, shuffleboard courts, and badminton area are open for use daily between 9:00 a.m. and sunset. The cliff walk to the beach is available for use from 8:00 a.m. to 9:00 p.m. daily.

2. On the shuffleboard courts, when others are waiting, players shall yield the court on completion of the current game, or in no more than thirty (30) minutes, whichever occurs first.
3. Badminton can be played on the lawn between buildings 5 and 6
 - (a) Residents/children fourteen (14) years or age or younger must be accompanied by an adult Resident when using the badminton area.
 - (b) If others are waiting, players shall be permitted to finish the game in progress and then must relinquish the badminton area.
4. The cliff walk must be accepted in an "as is" condition at the time of use. Residents and their guests use the walk at their own risk, as its use is inherently dangerous.
5. When using any of these club facilities, for health and safety reasons, Residents/ children fourteen (14) years of age or younger shall be accompanied by an adult.

IX. GUESTS OF OWNERS AND RESIDENTS

1. Each Owner shall notify the Association Manager of the names of any tenant(s) to whom their Unit is leased and shall provide a copy of the Lease Agreement to the Association Manager prior to the move in of the tenant(s). An Owner who has leased the Owner's condominium Unit is considered to have delegated the Owner's rights to use all of the Common Area facilities to their tenant(s).
2. Each Owner shall be liable to the remaining Owners for any damage to the Common Area or to Association-owned property that may be sustained by reason of the negligence of the Owner, that Owner's family members, contract purchasers, tenants, guests, or invitees.
3. Bona fide adult house guests who are domiciled with their Resident adult hosts or hostesses and whose visits are of at least forty-eight hours in duration are eligible to apply for Guest Cards and are subject to the Association Rules and Regulations. These cards permit the persons to whom they are issued free access to all Club facilities without the requirement that they be in the company of their adult resident host or hostess while using the social or recreational facilities of the Club. Residents may request Guest Cards for adult house guests (described above) at the Club office on the form approved and provided by the Board.
4. The Guest Card remains the property of the Palos Verdes Bay Club and must be returned on the expiration date of the period of time for which it was issued. There is a \$5 deposit required for each guest card, refundable when said Guest Card is returned to the office.
5. All other guests of Residents, including all person under the age of sixteen (16) must be accompanied by their resident adult host or hostess when using any of the social or recreational facilities of the Club.
6. Guest Cards will not be issued to guests or owners or tenants who are not in residence during the time the requested pass would be in effect.
7. If any Owner/Resident has visitors for any time less than forty-eight hours, the Owner/Resident, as Resident host, must accompany the Owner/Resident's guests or visitors when they visit the pool areas or any other facilities of the Club. Guests and visitors are to be issued guest passes prior to their entry of the pool area or any other facilities of the Club.

X.PETS

A. ALLOWABLE PETS

1. One (1) small dog, two (2) indoor cats, two (2) small hook-billed birds kept in cages, and/or small fish may be kept as household pets. Large exotic birds are not permitted. Small dogs are those that have, or will have, an adult weight not-to-exceed twenty-five pounds (25 lbs) or a shoulder height not-to-exceed sixteen inches (16").
2. Large dogs (in excess of 25 lbs or more than 16" in height at the shoulder) as well as dogs of a breed that has been classified by local governmental agencies as potentially violent or dangerous are strictly prohibited.
3. Pets (as defined in Paragraph 1.A) now in residence are grandfathered as stated in the CC&Rs.

B. RULES GOVERNING PETS

1. Pets are not allowed to be exercised or walked in the Mall area and are not allowed in the pool or patio areas, on the tennis courts or in the Clubhouse at any time. When in other common areas, all pets must be carried or must be kept on a leash of six feet (6') or less and under full control at all times.
2. Pets may not be housed unsupervised on the balconies.
3. Individuals wishing to use the elevator with his or her pet must do so only if the elevator is empty or if the occupant of the elevator agrees to the presence of the pet.
4. Harboring of a dog within any unit is limited to the Owner(s) of that unit.
5. Visiting dogs, except those required for a disability, are not allowed within the association.

C. NUISANCE

1. The Board shall have the right to prohibit any Owner/Resident from keeping a pet in their Unit that constitutes a nuisance to any other Owner/Resident.
2. Pet owners must pick up common area waste left by their pets and properly dispose of the waste (not in the recycle bins) as required by the City of Rancho Palos Verdes Code of Ordinances.
3. Owners of units housing pets that soil the building common areas will be charged for all costs associated with cleaning or otherwise restoring the soiled area to its original condition. Repeated occurrences of such soiling will subject the Owner to fines.
4. Residents shall not feed any wildlife, except hummingbirds, at any time in any common area or balcony (i.e. squirrels, skunks, raccoons, crows, seagulls, opossums, feral cats, etc.)

XI. DISPUTE RESOLUTION PROCEDURES

A. DEFINITIONS

1. Association is the Palos Verdes Bay Club, Inc. Homeowners' Association.
2. Association Enforcement of Governing Documents Disputes means Disputes between the Association and Parties arising from the duty of the Association to enforce Governing Documents (i.e., non-conforming hard floor on second or third level, non-conforming window coverings, non-permitted air conditioning unit, etc.).

3. Discrimination Harassment Disputes means Disputes alleging discrimination harassment based on a Party's inclusion in a Protected Class (race, color, religion, sex, familial status, disability, or national origin). Procedures are in Section XII Discrimination Harassment Policy.
4. Disputes Among Parties Involving Governing Documents means Disputes or complaints among Parties deriving from alleged violation of the Association's Governing Documents (i.e., barking dogs, smoking, parking issues, etc.).
5. Governing Documents include Covenants, Conditions, and Restrictions (CC&Rs,) Bylaws, Rules and Regulations, Architectural Rules, and Policies.
6. Neighbor to Neighbor Disputes means Disputes or complaints of one Party against another Party which do not concern the Association's Governing Documents or do not impact the Association at large or its common area.
7. Party (Parties) include Unit Owners and residents and any of their tenants, family members, guests, or invitees; the Association; Association management; Association employees; Association directors and officers; Association committee members; and Association vendors including their employees, agents, and sub-contractors.
8. Third-Party Neutral. A lawyer serves as a third-party neutral when the lawyer assists two or more Parties who are not clients of the lawyer reach resolution of a Dispute (American Bar Association Rule 2.4).
9. Urgent Violations. Violations such as a water leak in a Unit affecting other Units or common property, pest infestation, a serious violation that could result in safety issues, i.e., Party under the influence of alcohol or a controlled substance in or around a pool, etc.

B. DISPUTE RESOLUTION PROCEDURES

The Association requests that a Complaining Party follow the Dispute Resolution Procedures established by this Section XI (B) in seeking to resolve their Dispute.

1. **Internal Dispute Resolution (IDR) (Civ. Code §§ 5900-5915).**
All Parties to Disputes should first attempt IDR as set forth in Section XI (C) to resolve the Dispute.
2. **Alternative Dispute Resolution (ADR) (Civ. Code §§ 5925-5965).**
If the IDR procedure does not result in an agreement mutually equitable to and signed by the Parties (a Written Resolution) a Complaining Party may file a request for ADR with the other Party as set forth in Section XI (D).
3. **Litigation.** If ADR is not accepted by a Party, or if the ADR is not successful in resolving the Dispute, any Party can then initiate litigation as set forth in Section XI(E).
4. **Recovery of Reasonable Costs and Attorneys' Fees (Civ. Code § 5960 and §5975).**
The prevailing Party in any civil action brought pursuant to Section XI (E) shall be entitled to recover its reasonable costs and attorneys' fees incurred in the litigation, subject to the following exceptions:
 - (a) A Party who prevails in litigation shall not be entitled to recover attorneys' fees and costs if the Party has declined to participate in ADR,
 - (b) Once a Complaining Party or Parties has filed a complaint with the appropriate court and has served the defendant Party or Parties with notice of the impending court case, should the matter result in a settlement, the Association shall be entitled to recover its reasonable costs and attorneys' fees,
 - (c) The *Request for Alternative Dispute Resolution* provided in Section XI D shall inform the Complaining Party of this provision Section XI (B) (4) and the consequences of refusing participation in ADR.

C. INTERNAL DISPUTE RESOLUTION (IDR) or “MEET and CONFER” (Civ. Code §§ 5900-5915).

Associations must provide a "fair, reasonable and expeditious" procedure for resolving Disputes among its members and between the Association and its members without charging a fee to the member participating in the procedure. All Parties to Disputes should first attempt IDR to resolve the Dispute.

1. IDR Request. A Complaining Party (including the Association) who has a complaint against a second Party should notify the second Party in writing (Request for IDR) of such concerns with reasonable specifics they wish to resolve. For example, a Request for IDR for noise issues should state what kind of noise issues, not a general description. If the Dispute involves an alleged infraction of a Governing Document, the notification shall include a reference to the section of the Governing Document alleged to be in infraction.
In the Request for IDR, the Complaining Party should invite the second Party to meet and confer in good faith to resolve the Dispute. The Association has a Request for IDR form available that complies with Civ. Code §§ 5900-5915.
2. Refusal to Meet. A Party may choose not to request IDR or may refuse a Request for IDR. The Association may not refuse a Request for IDR. Failure of a Party to respond to a written Request for IDR within thirty (30) days from the date of delivery shall be deemed formal refusal by the Party to participate in the IDR.
3. Board Committee. If the Association is a Party to the Dispute, the Board of Directors shall designate a committee of less than a quorum of Directors to meet and confer with the second Party.
4. Representation. Each Party is entitled to bring an additional support person to attend the IDR at their own cost. If the second Party intends to bring their legal counsel to the IDR, which they have a statutory right to do so, the second Party must provide the Association with at least ten (10) days prior written notice, so the Association can arrange to have its legal counsel present, at the Board's sole discretion.
5. Meet and Confer. If IDR is accepted in writing by all Parties, the Parties shall meet within ten (10) days of acceptance at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the Dispute. If the Association is a Party to the Dispute, the IDR shall be conducted in Executive Session. If the Party on whom a Request for Dispute Resolution is served accepts the request, the Parties shall complete the IDR within forty-five (45) days after the date the acceptance was received, unless the period is extended by written stipulation signed by both Parties.
6. Written Resolution. Any agreement resolving the Dispute must be memorialized in writing in a *Written Resolution*, and signed by all Parties, including the Board designee(s) if the Association is a Party to the Dispute. In that case, the Board Committee shall take the *Written Resolution* to the full Board for majority Board approval. Only upon majority Board approval will the *Written Resolution* be binding on the Association and judicially enforceable. In addition, the *Written Resolution* agreement cannot conflict with the law or Governing Documents and must be within the authority of the Board (Civ. Code §5915(c)). The Association may enforce the *Written Resolution* using its powers listed in Section XI (F).
7. Documentation of Refusal to Meet or Failure to Arrive at a Written Resolution
If IDR is refused by a Party or if the Parties cannot arrive at a *Written Resolution* to resolve the complaint, the Complaining Party should memorialize in writing that IDR was offered and refused or that IDR has occurred and has failed to result in a *Written Resolution* signed by the Parties.

D. ALTERNATIVE DISPUTE RESOLUTION (ADR) (Civ. Code §§ 5925-5965).

In order for a Party to initiate Alternative Dispute Resolution (ADR), the Complaining Party should, but is not required to, provide the Association with a report *Refusal to Meet or Failure to Arrive at a Written Resolution*. The Association strongly encourages parties to pursue the informal IDR process before pursuing additional steps, but this is not required, and a Party can proceed with ADR or legal

action at their discretion. ADR as performed by a third-party neutral can be a binding or non-binding mediation or a binding arbitration. Mediation is a less formal process and is the Association's standard. Mediations are less costly, more expeditious, and most of the time provide the appropriate forum for resolution of Disputes. Arbitrations are like a private mini-trial and involve discovery, depositions, and testimony before the arbitrator.

1. ADR Request. The Complaining Party shall serve on the other Parties to the Dispute by personal delivery or first class mail a *Request for Alternative Dispute Resolution (ADR)* ("ADR Request") pursuant to [Civ. Code § 5935](#). An ADR Request Form is available from the Association for this purpose.
2. Costs of ADR. The costs of ADR are borne equally by the Parties (Civ. Code § 5955(b)).
3. Recovery of Legal Expenses. Any ADR Request shall inform the Parties of the consequences of refusing to participate in ADR as set forth in Section XI (B) (4).
4. Alternative Request for Dispute Resolution. A Complaining Party may serve the ADR Request in alternative form; however, the Request must include all the following items of information:
 - (a) A brief description of the Dispute between the Parties ([Civ. Code § 5935\(a\)\(1\)](#)),
 - (b) An ADR Request that specifies the specific type of dispute resolution requested – non-binding mediation, binding mediation, or binding arbitration ([Civ. Code § 5935\(a\)\(2\)](#)),
 - (c) A notice that the Party receiving the ADR Request is required to respond within thirty (30) days of receipt or the request will be deemed rejected ([Civ. Code § 5935\(a\)\(3\)](#)),
 - (d) A copy of Civ. Code §§ 5925-5965,
 - (e) That the costs of ADR are borne by the Parties (Civ. Code § 5955(b)),
 - (f) A notice of the consequences of refusing to participate in ADR as set forth in Section XI (B) (4).
5. Method of Service. The ADR Request must be served by personal delivery, first-class mail, electronic transmission, or "other means reasonably calculated to provide the Party on whom the request is served actual notice of the request." ([Civ. Code § 5935\(b\)](#)).
6. Refusal to participate in ADR may result in that Party's potential forfeiture of their prevailing Party legal fees and costs if they are a prevailing Party in subsequent legal action between the Parties (Section XI (B)(4)).
7. Board Committee. If the Association is a Party to the Dispute the Board will attend ADR, or if less than the full Board attends the Board's designated representatives will attend ADR with full settlement authority or whatever authority is delegated to them by majority Board vote. In the event the designated representatives do not have full settlement authority, they shall take any proposed agreement to the Board for its vote. Any such agreement will not be enforceable until a majority of the Board has approved it. In addition, the agreement cannot conflict with the law or Governing Documents and must be within the authority of the Board. The Association may enforce the ADR agreement using its powers listed in Section XI (F).
8. Representation. The Parties may be assisted by an attorney or by any other person, at their own cost, for the ADR. If the second Party intends to bring their legal counsel to the ADR, which they have a statutory right to do, the second Party must provide the Association with at least ten (10) days prior written notice, so the Association can arrange to have its legal counsel present, at the Board's sole discretion.
9. Selection of a Third-Party Neutral. If ADR is accepted by all Parties, within thirty (30) days of such acceptance the Parties shall agree in writing to the selection of a third-party neutral. The Association will provide a list of proposed third-party neutrals; however, the

Board may consider alternative neutrals provided by the second Party. To the extent the Association and the second Party are unable to agree on a third-party neutral, the Board will propose that the Parties each select their preferred third-party neutral and have the two third-party neutrals select one that the Parties agree to. If the second Party refuses this process, and does not accept the Association's proposed neutral, the Board will consider the second Party to have forfeit and/or waived their ADR rights.

10. ADR Timeline

- a) A Party on whom a *Request for Dispute Resolution* is served has thirty (30) days following service to accept or reject the request ([Civ. Code § 5935\(c\)](#)). If the Party does not accept the request within that period (or simply fails to respond), the request is deemed rejected by that Party ([Civ. Code § 5935\(c\)](#)),
- b) If ADR is rejected, the Complaining Party shall prepare a Statement that ADR was Rejected by a Party or that the Party failed to timely respond to Notice of Request for Resolution and deliver the Statement to the Association,
- c) If the Party on whom a Request for Dispute Resolution is served accepts the request, the Parties are required to complete ADR within ninety (90) days after the date the acceptance was received, unless the period is extended by written stipulation signed by both Parties ([Civ. Code § 5940\(a\)](#)).

E. LITIGATION.

Except in cases where ADR is not required by the Davis-Stirling Act, if ADR is refused by a Party to the Dispute, or is otherwise unsuccessful, then any Party (including the Association) may initiate litigation. The sections in *Covenants, Conditions, and Restrictions* that pertain to litigation, Article XII Section 12.5 Judicial Reference, have been **invalidated** in *Treo @ Kettner Homeowners Assn. v. Superior Court* (2008) 166 Cal.App.4th 1055 because Judicial Reference constitutes a waiver of the constitutional right of a Party to trial by jury. The remaining Sections in Article XII shall survive.

F. ENFORCEMENT OF GOVERNING DOCUMENTS

The Association has various enforcement means legally available to it to enforce its Governing Documents, including any or all of the following:

1. Fines. The following fine schedule is adopted for violations of Governing Documents and Discrimination Harassment:
 - a) First Notice of Violation: The Board, in its sole discretion, may assess no fine or a fine of up to \$150 in the event such Violation is an Urgent Violation. If a Notice of Violation for an Urgent Violation does not result in a prompt resolution of the Violation, the Board may assess daily fines of \$50 until the Violation is cured,
 - b) Second Notice of Violation or Notice due to failure to remedy the Violation (of same Governing Document provision). Fine: \$150,
 - c) Third Notice of Violation or Notice due to failure to remedy the Violation (of same Governing Document provision). Fine: \$300,
 - f) Fourth Notice of Violation or Notice due to failure to remedy the Violation (of same Governing Document provision). Fine: \$500,
 - g) Subsequent Violations (of same Governing Document provision) or Notices due to failure to remedy the Violation will continue to be Noticed and fined monthly at \$500 per month,
 - h) Collection of Fines. All fines are due within thirty (30) days of levy. Fines will become delinquent fifteen (15) days after they are due. If fines remain unpaid, they will be subject to late charges, interest and all applicable collection costs, including without limitation attorneys' fees.

2. Remedy of Violation. The Association may enter upon an Owner's Unit to remedy a violation of the Governing Documents and may assess the Unit Owner a Reimbursement Assessment for the costs of the remedy, including legal costs and costs of collection. The Unit Owner shall be provided with written notice by first-class mail or personal delivery 48 hours before the remedy. If the alleged violation is an Urgent Violation, the Association may demand immediate remedy,
3. Suspension of Association membership privileges, such as use of pools, spas, fitness room, Clubroom, etc.,
4. Judicial Remedies. The Association may utilize any or all remedies available to it to enforce its Governing Documents.

DISPUTE RESOLUTION PROCEDURES

G. NEIGHBOR-TO-NEIGHBOR DISPUTE RESOLUTION

1. Definition. Disputes or complaints by one Party against another Party which do not involve the Association's Governing Documents, do not impact the Association at large or its common area, or do not allege discrimination harassment.
2. Discrimination Harassment Claims. Procedures for Discrimination Harassment complaints are set forth in Section XII.
3. Dispute Resolution. The Parties involved in a Neighbor-to-Neighbor Dispute are encouraged to meet together and discuss the Dispute and use their best efforts to amicably resolve the Dispute among themselves. The Parties may choose on their own volition to follow IDR procedures (Section XI (C)), ADR procedures (Section XI (D)), or litigation Section XI (E).
4. Civil Remedies. Civil remedies exist governing Neighbor-to-Neighbor Disputes, and a Party can submit their complaint to the applicable governmental agency i.e., Los Angeles Sheriff, Animal Control, City of Rancho Palos Verdes, State of California, Federal agency, etc.)

H. DISPUTES AMONG PARTIES INVOLVING GOVERNING DOCUMENTS

Duty to Enforce. The Palos Verdes Bay Club, through the Board of Directors, has a duty to enforce the Governing Documents. (Nahrsted v. Lakeside Village Condominium Assoc (1994) 8 Cal.4th 361, 373-374, 380-383.) The Board's enforcement of Governing Documents must be in good faith, not arbitrary or capricious, and by procedures which are fair and uniformly applied. The Association or any Owner shall have the right to enforce, by any proceeding of law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the Governing Documents.

1. Definition. Disputes involving Governing Documents are Disputes or complaints by Parties arising from alleged violation of the Association's Governing Documents.
2. Dispute Resolution Procedures.
 - a) The Complaining Party and Association shall follow the Dispute Resolution Procedures set forth in Section XI (B).
 - b) If the Dispute or incident involves an Urgent Violation the Association may jump to Section XI (F) (1) (a)).
 - c) Negotiations (CC&Rs Article XII Section 12.5(a)).
The Association shall make reasonable attempts to resolve or settle the Dispute within a reasonable time by negotiation, i.e. by offering IDR (Section XI (C)) and/or ADR (Section XI (D)).
3. IDR Among the Parties.
The Complaining Party should first attempt IDR with the alleged Violator as defined in

Section XI (C). If IDR results in a signed *Written Resolution*, the Association may enforce the agreement using its powers listed in Section XI (F). If IDR among the Parties is refused or fails to result in a signed *Written Resolution*, the Complaining Party may request that the Association assist with resolving the Dispute. If the Association is the Complaining Party, it shall request IDR with the Complaining Party and the alleged Violator.

4. IDR With the Association.
 - a) Request for IDR. Request for IDR with the Association shall be in writing and submitted to the Board of Directors. The Complaining Party shall reference the specific provision of the Governing Documents which is alleged to have been violated, when the violation occurred and any other pertinent information. The Association shall follow the IDR procedures contained in Section XI (C).
 - b) Inspection of a Unit. The Association may enter upon an Owner's Unit to determine if a Violation of Governing Documents exists. The Unit Owner shall be provided with written notice by first-class mail or personal delivery 48 hours before the inspection. If the alleged violation is an Urgent Violation, the Association may demand immediate inspection.
 - c) Dispute Resolution. If a *Written Resolution* is signed by all parties and ratified by the Board, the Association may enforce the agreement using its powers listed in Section XI (F). If a signed *Written Resolution* is not produced by IDR and the Board Committee determines that there is a violation, it shall submit the Dispute to the Board for majority decision.
 - d) Notice of Violation. If the Board determines that there is a Violation, it shall send a Notice of Violation to the Violator by personal delivery or first-class mail within 15 days of the Board meeting demanding that the Violator come into compliance with Governing Documents.
 - e) Compliance. The Violator shall have 15 days from the date of the Notice of Violation to come into compliance and must submit written proof of compliance to the Association. In certain circumstances, the Violator may request in writing an extension of the time to come into compliance. If the Violator does not come into compliance within the allotted time, the Board may enforce its decision by any legal means available to it (Section XI (F)).
5. ADR. The decision of the Board in IDR is final; however, any Party may request ADR (Section XI (D)). Parties are advised of the potential repercussions for their refusal or failure to accept an ADR request from the Association (Section XI (B)(4)).
6. Litigation. If a Party refuses ADR or is otherwise unsuccessful in resolving the Dispute, any Party including the Association may institute litigation as defined in Section XI (E).

XI. ASSOCIATION ENFORCEMENT OF GOVERNING DOCUMENTS

Duty to Enforce. The Palos Verdes Bay Club, through the Board of Directors, has a duty to enforce the Governing Documents. (Nahrsted v. Lakeside Village Condominium Assoc (1994) 8 Cal.4th 361, 373-374, 380-383.) The Board's enforcement of Governing Documents must be in good faith, not arbitrary or capricious, and by procedures which are fair and uniformly applied. The Association or any Owner shall have the right to enforce, by any proceeding of law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the Governing Documents.

1. Definition. Association Enforcement of Governing Documents means resolving a Dispute arising from the duty of the Association to enforce Governing Documents (i.e. non-conforming hard floor on second or third level, non-conforming window coverings, non-

- permitted air conditioning unit, etc.)
2. Negotiations (C&Rs Article XII Section 12.5(a)).
The Association shall make reasonable attempts to resolve or settle a Dispute within a reasonable time by negotiation, i.e. by offering IDR (Section XI (C)) and/or ADR (Section XI (D)).
 3. Dispute Resolution Procedures. The Association will generally follow the *Dispute Resolution Procedures* listed in Article XI (B); however, the Board reserves the right depending on the circumstance to forego the procedures in lieu of legally other available options.
 4. Urgent Violation. If the Dispute or incident involves an Urgent Violation the Association may jump to Section XI (F) (1) (a)).
 5. Notice of Violation and Invitation to Participate in IDR.
The Association will normally first attempt IDR as defined in Section XI (C) in an effort to resolve the Dispute. Notice of Violation by the Association of an alleged Violation of a Governing Document by a Party shall be in writing and submitted to the Party by personal delivery or first-class mail. The Notice shall describe the alleged Violation, reference the specific provision of the Governing Document which is alleged to have been violated, and invite the Party to participate in IDR.
 6. Inspection of a Unit. The Association may enter upon an Owner's Unit to determine if a Violation of Governing Documents exists. The Unit Owner shall be provided with written notice by first-class mail or personal delivery 48 hours before the inspection. If the alleged violation is an Urgent Violation, the Association may demand immediate inspection.
 7. Resolution of Dispute. If a *Written Resolution* is signed by all Parties and ratified by the Board the Association may enforce the agreement using its powers listed in Section XI (F). If IDR among the Parties is refused or fails to result in a signed *Written Resolution*, the Board shall use its best efforts using information available to it to determine if there is a Violation of the Governing Documents.
 8. Enforcement. If the Board has determined that a Violation of a Governing Document exists, the Association may at its discretion:
 - (a) Utilize its enforcement powers (Section XI (F)),
 - (b) Request that the Party enter into ADR with the Association (Section XI (D)).
 9. ADR. The decision of the Board in IDR is final and judicially enforceable; however, any Party may request ADR (Section XI (D)). Parties are advised of the potential repercussions for their refusal or failure to accept an ADR request from the Association (Section XI (B)(4)).
 10. Litigation. If a Party refuses ADR or if ADR does not resolve the Dispute, the Association may institute litigation as defined in Section XI (E).

XII. DISCRIMINATION HARASSMENT RESOLUTION POLICY

Purpose. This *Discrimination Harassment Resolution Policy* (Section XII) is intended to provide procedures to address Discrimination Harassment Disputes between and among Parties in compliance with Federal Fair Housing Act ("Act") (26 C.F.R. 100.7; Rules and Regulations Department of Housing and Urban Development - Quid Pro Quo and Hostile Environment Harassment and Liability for Discriminatory Housing Practices Under the Fair Housing Act 4 September 14, 2016, 81 FR 63054-01), and other laws.

A. DEFINITIONS

1. Discrimination Harassment means coercion, intimidation, threats or other unwelcome conduct by a Party (whether communicated in writing, verbally, or otherwise) based on an

allegedly Harassed Party's inclusion in a Protected Class which is severe enough to interfere with a Party's ability to enjoy their dwelling or any privileges, services, or facilities operated by the Association. Harassment does not require that the Complaining Party suffer psychological or physical harm, only that the alleged Harassment occurred.

2. Party (Parties) includes Owners and residents and any of their tenants, family members, guests, or invitees; the Association; Association management; Association employees; Association directors and officers; Association committee members, and Association vendors including their employees, agents, and sub-contractors.
3. Protected Classes includes race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, ancestry, genetic information, national origin, familial status, source of income, disability, primary language, immigration status, veteran or military status as outlined in the legislation and regulations.

B. DISCRIMINATION HARASSMENT STATEMENT

1. The Association does not condone, endorse, or otherwise tolerate Harassment against any Party based on his or her membership as part of a Protected Class by any other Party, and such behavior is prohibited.
2. This Policy is not intended to limit free speech. However, speech intended to harass, coerce, intimidate, or threaten bodily harm is not protected.
3. The Association cannot address, nor does it have the power to address all alleged or potential harassment Disputes and controversies between neighbors. The Board is obliged only to investigate claims of harassment involving Protected Class status. It is limited by the authority provided in its Governing Documents and the law.
4. Owners and residents have their own rights under the Association's Governing Documents and the law that they can exercise and should seek their own legal counsel about their rights.

C. REPORTING ALLEGED DISCRIMINATION HARASSMENT

If a Complaining Party has experienced or observed Discrimination Harassment, the Complaining Party must complete a form available from the Association entitled *Complaint of Alleged Discrimination Harassment* and submit it to the Association. If the alleged Harassment is from an Association Property Manager, the Complaining Party shall deliver the Complaint to a member of the Association's Board of Directors.

D. BOARD COMMITTEE.

The Board of Directors shall appoint a committee of the Board that is less than a quorum of the Board to investigate, meet with the Parties and endeavor to resolve the Dispute. The Parties shall be invited to participate in IDR (Section XI (C)). The Parties are encouraged to attend the IDR but are not required to do so.

E. REPORT OF THE BOARD COMMITTEE.

If the Dispute is resolved in IDR, a *Written Resolution* (Section XI (C) (7)) will be submitted to the Board for ratification by majority vote. If the Dispute is not resolved, a Written Report of the alleged Discrimination Harassment shall be submitted by the Board Committee to the Board of Directors and to all Parties to the Dispute.

F. BOARD OF DIRECTORS REVIEW.

A Board review of the Written Report of alleged Discrimination Harassment shall be conducted in Executive Session. The Board of Directors will review the report and make a majority decision based on the presented facts. The Parties to the Dispute are encouraged but are not required to attend.

G. FINDINGS AND ACTIONS

If the Board of Directors finds there has been Discrimination Harassment, depending on the circumstances and if appropriate, the Association may take any or all of the following actions:

1. Demand for Harassing Party to Cease and Desist. The Association shall make a written demand on the Harassing Party that he/she immediately cease the Discrimination Harassment. The Discrimination Harassment. Demand shall be delivered by first-class mail or by personal delivery.
2. Enforcement. The Association may enforce its Demand using any remedies legally available to it (Section XI (F)),
3. Referral to Agencies. The Complaining Party or the Association may refer the complaint to the United States Department of Housing and Urban Development, the California Department of Fair Employment and Housing, and/or another appropriate agency.