

**Operating Rules (Required Civil Code Sec. 4525)**  
**Lake Park Condominium Association**

Order: 96MDQPTRJ  
Address: 5710 Baltimore Dr # 448  
Order Date: 03-29-2022  
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# HANDBOOK OF RULES AND REGULATIONS

11<sup>th</sup> Edition



Lake Park Condominium Association, Inc.  
5700 Baltimore Drive – Association Management Office  
La Mesa, CA 91942  
(619) 697-9700

This 11<sup>th</sup> Edition of the Handbook of Rules and Regulations supersedes and replaces all previous versions.

## **Revised 11<sup>th</sup> Edition Adopted by Board of Directors**

Government Code Section 12956.1:

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

*(Upon move out, please leave this document in your unit for next resident)*

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## Useful Telephone Numbers

All Lake Park maintenance requests must be made through the Lake Park Condominium Association (LPCA) office. Maintenance staff will not provide maintenance services without an authorized work order issued by LPCA Office. ***Water leaks and clogged drains must be immediately reported to the LPCA office.***

### LPCA Office and Patrol Phone Numbers

Lake Park Business	(619) 697-9700
Lake Park Patrol and 24-Hour Emergency	(619) 697-1848
Lake Park Patrol Association Management Office Line (Access to recreation room, tennis courts or parking problems)	(619) 697-1848
Lake Park "Okay Today" Program	(619) 463-6720

### Local Phone Numbers

Police and Fire Emergency	911
Fire Department Business	(619) 667-1355
La Mesa Animal Control	(619) 667-7536
La Mesa City Hall	(619) 667-1106
La Mesa Community Center	(619) 667-1300
La Mesa Library	(619) 469-2151
La Mesa Post Office	(619) 460-4659
La Mesa Police Department Business	(619) 667-1400
La Mesa Adult Enrichment Center	(619) 667-1322
La Mesa/SD Social Security Office	(800) 772-1213
La Mesa Building Permits	(619) 667-1176
Department of Motor Vehicles	(800) 777-0133

### LPCA Office E-Mail Addresses

General Manager	<a href="mailto:gm@lakeparkcondos.com">gm@lakeparkcondos.com</a>
Office Assistant	<a href="mailto:info@lakeparkcondos.com">info@lakeparkcondos.com</a>
Administrative Assistant	<a href="mailto:ofc@lakeparkcondos.com">ofc@lakeparkcondos.com</a>
Accounting	<a href="mailto:acct@lakeparkcondos.com">acct@lakeparkcondos.com</a>
Director of Improvements	<a href="mailto:lfisk@lakeparkcondos.com">lfisk@lakeparkcondos.com</a>

### LPCA Office Hours

Monday - Thursday	8:30am – 5:00pm
Friday	8:30am – 4:00pm

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## Abbreviations

Board	Board of Directors
CCR's	Articles of Incorporation, Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements
Governing Documents	CCR's, By-Laws, Handbook of Rules and Regulations, Election Rules, Articles of Incorporation
LPCA Office	Lake Park Condominium Association - Office
LPCA	Lake Park Condominium Association, Inc.
General Manager	Lake Park Condominium Association, Inc. - Management
R&R	Handbook of Rules and Regulations

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## Preface

This Handbook of Rules and Regulations (hereinafter R&R) will be distributed to every Lake Park Owner. Owners are responsible for supplying copies of the R&R to all tenants and guests in their unit. Extra copies may be obtained from the LPCA office for a nominal fee.

Please read this 11<sup>th</sup> Edition Handbook of Rules and Regulations as it completely replaces and supersedes the 10<sup>th</sup> edition.

Condominium living is one of shared responsibility and volunteerism in its governance. Every owner, tenant and guest of our community should be willing to contribute for the benefit of all.

## Introduction

The Lake Park Condominium Association (hereinafter LPCA or LPCA office) was designed and developed to serve as a Residential Community. Common rules of courtesy are to be observed for the common good of all residents. We live in attached condominium homes and as such extra courtesy is required.

The Governing Documents of the LPCA include, but are not limited to, the Articles of Incorporation, Covenants, Conditions and Restrictions (CC&Rs), Bylaws and Handbook of Rules and Regulations (R&R). Every Lake Park Owner is expected to read and understand the Governing Documents and follow all guidelines therein.

The following are the LPCA's Rules and Regulations which are intended to aid owners, tenants and guests in determining a reasonable method of conduct and to provide information regarding the use of services and facilities owned and employed by the residents of Lake Park.

These Rules and Regulations are intended to be changed or adjusted as necessary to reflect the needs of the majority of the residents. If a resident has any suggestions for any adjustments to the Rules and Regulations, the matter should be brought to the attention of the LPCA's General Manager or members of the LPCA Board of Directors (hereinafter Board). All suggestions must be made in writing.

The Board is authorized to impose service charges and/or fines and to take any reasonable action required to ensure that these Rules and Regulations are properly observed. All costs incurred in enforcing these Rules and Regulations will be charged against the individual unit owner. In the event the owner fails to pay for costs incurred in enforcing these Rules and Regulations, the Board is empowered to take appropriate legal action against the Owner.

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## Board of Directors and Board Meetings

You have invested money in Lake Park and your home, thus becoming an active member of your chosen community will help to protect your investment. Owners aspiring for a position on the Board must meet the following criteria:

1. Own a unit for a minimum of one year.
2. Served at least one term on the Budget Committee.
3. Be in good standing with LPCA.
4. No more than two off site owners may serve concurrently on the Board.

The Board consists of seven owners who are elected by the entire membership for a two-year term. Annual membership meetings are held in each October, with three Directors elected in the odd years and four Directors elected in the even years.

Regular (Open Session) meetings of the Board are held monthly. Agendas are posted in advance. Owners are encouraged to attend all monthly Board meetings and to participate in the open forum held at the beginning of each meeting. The monthly meeting normally starts at 6:00 p.m. The open forum portion of the meeting allows owners to address the Board for 3 minutes regarding questions or issues of concern.

Owners may also express their opinions regarding Lake Park business by sending written correspondence to the LPCA Office addressed to the Board. Matters that do not constitute Executive Session matters may be discussed or acted upon by the Board at an open meeting with proper notice, at which all owners are welcome to attend.

Monthly Board meetings are held to conduct the business affairs of Lake Park. Any person(s) disrupting the meetings may be subject to discipline as stated in the Governing Documents and the California Corporations and Civil Codes.

After Open Session ends, all other discussions will be in Executive Session, which is limited to the Board members, General Manager, Committee Chairs and other Board-appointed volunteers.

Pursuant to Civil Code Section 4935, Executive Session matters include, but are not limited to: the formation of contracts; disciplinary matters; personnel issues; and litigation.

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## Occupancy

Lake Park is a single-family condominium community and units are for residential use only. An enterprise conducted by telephone or mail is permitted provided there is no storage of inventory and it does not draw in foot or vehicle traffic.

The occupancy standards are as follows:

- Studio No more than 2 persons
- 1-Bedroom No more than 3 persons
- 1-Bedroom+Den No more than 4 persons
- 2-Bedroom No more than 5 persons
- 3-Bedroom No more than 7 persons
- 3-Bedroom Atrium No more than 7 persons

## Disability Accommodation Policy

It is the policy of LPCA to fully comply with the provisions of State and Federal law requiring reasonable accommodations for the disabled when necessary to afford an equal opportunity to use and enjoy dwelling within the Lake Park community. Any disabled resident or potential resident may request the LPCA to provide a reasonable accommodation, either by modification of the dwelling or by modification of the Associations' Rules and Regulations. The Procedure for requesting an accommodation is as follows:

1. The requesting party shall submit a written statement, specifying the requested reasonable accommodation needed for their disability. If the Board requires further clarification as to how the requested accommodation will provide the resident equal enjoyment of their dwelling, the Board may request a letter from the resident's medical provider confirming the need for the reasonable accommodation based on the individual's disability. LPCA will use its best efforts to keep the information described herein in confidence. The written request and supporting documentation must be submitted to:

Lake Park Condominium Association  
Attn: General Manger  
5700 Baltimore Drive – Office  
La Mesa, CA 91942

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2. If the request is for a modification of the Common Areas, such modification shall be required to be performed at the sole expense of the requesting party. The modification shall require architectural recommendation and Board approval, and shall be constructed to any applicable building code requirements, with such permits as may be required by the City of La Mesa, and only by a fully-insured and properly licensed contractor (where such a license and insurance would otherwise be required for the proposed modification). After completion, the modification will be maintained as necessary by the requesting party at his/her sole expense, and in a safe and attractive condition. Once the party sells his/her unit, the party will, at his/her own expense, return the Common Area to its pre-modified condition, where it is reasonable to do so.
3. The LPCA will rule upon applications for accommodation within thirty (30) days of the date of receipt of a complete application, provided, however, that upon the written consent of the applicant, the LPCA can delay ruling on the application where it requires additional information in order to reach a determination.
4. If the LPCA denies the request, the requesting party may request a review of the decision by the Board. The Board shall review the denial within fifteen (15) days of receipt of a written request for review and shall provide the requesting party written notice of its decision thereafter.

## **Unit Owner's Duties and Responsibilities**

Owners named on the recorded deed automatically become members of the LPCA. Relatives whose names are not on the deed are not owners or members (this includes husbands, wives, domestic partners, siblings, children, etc.).

The owner is responsible to inform unit occupants of all pertinent provisions of the Governing Documents and to see that the unit occupant is given a copy of the Handbook of Rules and Regulations.

A duplicate unit key must be given to the LPCA Office for emergency purposes only (fire, flood, etc.). If the LPCA Office does not have a key and the door must be damaged or a locksmith called to gain entry, the owner must bear the total expense.

Unit keys are available to residents during LPCA Office hours only with proper identification.

Mailing addresses and phone numbers of owner(s) are to be filed with the LPCA Office within 5 business days of recording the Title Deed so official notices can be sent and contact made in case of an emergency.

Owners do not receive regular bills or invoices for assessments. Instead, assessment fees are payable *without billing*, and are due on the first of the month. A late charge of 10% is charged if assessment is not paid by the 15<sup>th</sup> of the month. If not paid after 30 days, then interest at an annual percentage rate of 12% will be charged on the total of all costs incurred in the collection of the delinquent assessment. Continued lack of payments will result in a lien against the Unit Owner with possible foreclosure. Loss of use of amenities may occur if assessment payments are more than 90 days late.

Owners are responsible for the proper maintenance and repair of their unit and exclusive use areas. This includes electrical equipment, appliances, plumbing fixtures, heating and air conditioning equipment and all other exclusive use areas including patios and balconies. Refer to Lake Park Responsibility Matrix for details.

"For Sale/For Rent" signs may only be displayed inside front door or front window and must be removed as soon as the Unit Owner is sold or rented.

The LPCA will only handle requests directly from the unit owner, tenants or authorized agent in the event of emergencies, such as water leaks from any source, toilet eruptions and fire. All other tenant problems must be handled through the owner, not the LPCA Office. Tenants will be told to contact the owner of their unit when they contact the LPCA Office.

## **Tenants**

The LPCA Office must be notified at least 24 hours in advance of any change of occupancy, including moving dates and names of residents.

Owners transfer all their rights to use of the Common Use Area facilities when their unit is rented or occupied by non-owners.

The unit owner (not the unit occupant) is responsible for processing the registrations of those occupying the unit including vehicles, pets, waterbed insurance, etc. The owner shall personally, or by first class mail or email, deliver the required documents along with the necessary payments to the LPCA Office.

The owner shall also furnish the LPCA Office with the address and telephone number where he/she may be reached 24 hours a day.

Owners who share all or a part of their unit must register the names of unit occupants, roommates or anyone else with the LPCA Office before taking occupancy and before occupants can obtain parking permits, Lake Park ID cards, etc. for use of the Common Use Area facilities. All appropriate registration fees must be paid at the time of registration.

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Owners are held responsible for their unit occupants and guests, and financially liable for any and all damages to Common Use Areas and equipment and for violation of rules published in this Handbook of Rules and Regulations, the Lake Park Newsletter and correspondence to owners.

Unless otherwise set forth in applicable law, unit owners are responsible for the conduct of all occupants that reside in their unit and for any and all damage caused by the actions of such individuals.

Regardless of the relationship to previous tenants (including immediate family), all owners moving back into their unit after previous occupants have moved out shall be responsible for a fee of \$125.00, in order to cover the costs of new ID cards, parking permits and other administrative costs.

## **Violation of Rules and Regulations**

The Board may assess fines and/or penalties against an owner after written notice and an opportunity for a hearing has been provided and the Board has determined that a violation of the LPCA's Governing Documents has occurred or is occurring due to the actions (or failure to act) of an owner, their family members, guests, tenants/lessees (including tenant's or tenant guest(s), invitees, licensees, resident or other occupants of the unit.

All fines, including special assessments, representing attorney's fees and costs incurred by the LPCA when enforcing the Governing Documents, shall be charged against the owner's account. Any and all fines will also be charged to the owner's LPCA account. Non-payment of fines or other penalties will result in the LPCA exercising its legal remedies to collect on the debt.

## **Violations Related to Safety Issues or Potential Property Damage**

This fine is at the discretion of the Board and can be up to \$500.00 per offense. For issues involving serious violations, such as potential imminent risk of bodily injury to any person(s), the Board has the discretion to impose an immediate fine upon first notice. The notice should include:

1. Clearly advise occupants and unit owner of the issues of violation(s) that involve matters of safety, such as risk of injury or potential property damage to the Common Use Area or property of another unit owner. Advise that the violation should be remedied immediately, or within 72 hours.
2. Advise that if the unit owner objects or cannot remedy the situation within 72 hours, they must notify the LPCA General Manager, in writing, of their plans to comply and remedy the violation.

3. Advise that if the unit owner fails to remedy a violation involving safety or potential damage to property or notify the LPCA General Manager within the 72 hour time period, the LPCA reserves the right to immediately take whatever action necessary to alleviate the risk of injury or property damage to the Common use area or to property of other unit owners. This action can be done without further notice to the offending unit owner.
4. Advise them of the fine related to non-compliance.
5. Advise that with violations of safety or potential property damage the unit owner's request for a hearing with the Board will typically be denied. It is at the Board's discretion whether or not to grant a hearing.

### **Other Types of Violations**

For other types of violations, a maximum of three notices will be sent to the unit owner. If the unit owner complies with the rules the issue will be closed. Copies of all notices and resolution actions will be recorded and maintained in the unit owner's LPCA file.

If a unit owner does not comply after three notices are sent, the LPCA General Manager with Board approval, will apply the fine(s) and possible additional penalties, such as loss of use of amenities, suspension of privileges, assignment of assessments to reimburse the LPCA for expenses to enforce the LPCA Rules and Regulations. The LPCA reserves the right to take legal action in order to collect past due fines related to the violations and enforcement actions.

Should a violation occur which imposes a financial obligation on the LPCA, the unit owner responsible for the violation will be required to reimburse the LPCA by way of an Enforcement Assessment. For example, a party damages a fence, tree or any other common property, repair and replacement cost will be charged to that party.

### **First Notice of Violation**

There is no fine for the first notice of violation. A written notice to the unit owner of the violation, stating the facts as confirmed by a Rules Committee member and a LPCA staff member. The first notice should include:

1. State the Rule(s) or Regulation(s) that relate to the violation.
2. Advise the unit owner they will have 10 calendar days to remedy the violation.
3. Specify the potential fines if the unit owner does not comply with the notice.
4. Advise the unit owner they have the option to object. They must submit their objection in writing, within 10 calendar days, to the LPCA General Manager.
5. Advise the unit owner they have the right to request a hearing before the Rules Committee or the Board.

### **Second Notice of Violation**

This fine is \$50.00 - \$150.00 per offense. The amount of the fine depends on the severity of the violation and is at the discretion of the Board. The second notice should include:

1. Advise the unit owner to correct the violation and provide the date the first notice was given.
2. Advise the unit owner they have the option to object. They must submit their objection in writing, within 10 calendar days, to the LPCA General Manager.
3. Advise the unit owner they have the right to request a hearing before the Rules Committee or the Board.



### Third Notice of Violation

This fine is \$175.00 - \$350.00 per offense. The amount of the fine depends on the severity of the violation and is at the discretion of the Board. The third notice should include:

1. Advise the unit owner to correct the violation and provide the date the first notice and second notice was given.
2. Request the unit owner appear before the Board to discuss the violation(s) and unit owners plans to comply.

### Rules Enforcement

The LPCA and/or any unit owner has the right to enforce the LPCA's Rules and Regulations by:

- Requesting the violator to cease the offending action.
- Taking legal action against violator.
- Submitting a written complaint to the Board.

Once the Board receives a written complaint that a rule has been violated, the Board will investigate the allegation. The Board may act against the offending resident, including, but not limited to:

- Requesting that the offender appear before the Board.
- Imposing service charges and/or fines on the unit owner.
- Instituting legal action, if appropriate. The Board in making this decision will determine the costs and benefits of taking such action.

Persons who are reported to have allegedly violated any Governing Document will be notified in writing by the General Manager.

- The alleged violator will be asked to refrain from the violation.
- Following notice and a hearing, a fine will be assessed, depending upon each individual situation. The violation must be corrected and/or fines paid within the time limit provided.
- If a hearing is not required, the alleged violator may request a hearing before the Board. The hearing must be requested before the time limit for the correction of the violation. If a hearing is not requested, the violation must be corrected as requested.

- Hearings are ordinarily held on a Board meeting night each month and may be held in public or Executive session at the request of the alleged violator.

## **Courtesy/Respect for LPCA Employees & Volunteers**

The LPCA employs personnel to provide necessary services. These employees are given an Employee Policy Manual which includes the right to work in an environment that is harassment and threat free. Under no circumstances may a resident, unit owner or guest be permitted to harass or threaten any employee or volunteer. If you have an issue with an employee or volunteer, please report it to the LPCA General Manager or the Board of Directors. Failure to do so could potentially result in legal action against the involved parties and/or the LPCA.

## **Smoking Policy**

Lake Park is a smoke free community. No smoking is permitted in the Common Areas and Amenities. Use of any tobacco, marijuana or vape products, controlled substances, and/or other items constituting a nuisance to any owner or resident is prohibited within the community,

Smoke from any source is to be contained within the inside of your unit. The LPCA recommends the use of an air filter in your unit. Direct the smoke in a direction that will not affect your neighbors when smoking on your exclusive use patio or balcony.

## **Guest Policy**

Guest use of any amenity is limited to five persons per unit, unless prior approval is obtained. All guests must be accompanied by a Lake Park resident (they must carry their Lake Park ID) or possess a temporary pass from the LPCA Management Office.

## Move In and Move Out Procedures and Policies

Owners and residents planning to move into a Lake Park Unit are responsible for completing and submitting all registration forms and fees at least seven (7) days in advance of the scheduled move date. Failure to do so will result in a \$100 fine. Owners and residents are required to return their Lake Park ID and parking permit upon move out. Failure to do so will result in a \$25 charge for each missing item. Moving and packing materials are NOT to be placed in the dumpster. Contact a junk removal company for assistance in disposal.

## Elevator Policies

Elderly and disabled residents depend on our elevators daily. Elevators must be available for resident use at all times.

- All move in/out activities shall be done between 8:00am and 8:00pm, 7 days per week, no exceptions.
- Please do not misuse the elevators. Extreme caution must be exercised to ensure elevator is not damaged. Repairs to reset the elevators doors are quite expensive.
- The unit owner is responsible for the costs of any damages to the elevator including its walls and mechanisms.
- Elevator doors shall not be blocked or propped open. Do not continuously push the call button.
- Do not overload the elevator, nor place wide items into the elevator doorway.

## Insurance

Each owner or resident is responsible for providing their own property insurance covering their personal property and liability within their unit, including coverage for waterbeds and/or devices that hold large quantities of water (40 gallons or more). Failure to provide proof of liability insurance will result in a fine.

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## Common Area Hours

Common area hours are as follows:

- Sunday through Thursday 8:00am to 10:00pm.
- Friday, Saturday, and the evening before Federal holidays 8:00am to 11:00pm.
- The gym, located at the Main Pool, opens at 5:30am.
- Access to any other amenities is not permitted before 8:00am.
- Quiet hours are Sunday through Thursday from 10:00pm to 8:00am and Friday, Saturday and the day before Federal Holidays from 11:00pm to 8:00am.
- Laundry rooms and other common area amenities may not be used during quiet hours.

## Common Area and Amenities Policies

- All residents and guests using the common areas and amenities do so at their own risk. All posted signs must be obeyed.
- All residents must have a valid Lake Park ID card to use the common areas and amenities. ID cards are issued by the LPCA office.
- Lake Park ID cards must be carried by all residents 14 years and older. You must present your ID when requested by Patrol.
- Only bottled water is permitted in the common area buildings. No food is allowed.
  - Exception: If you rent the Hospitality Room from the LPCA office for private use, you may bring in the food and drinks for your event. Rental of the Hospitality Room does not include use of the pool during the reserved rental times. Room rental reservations are made through the LPCA office.
- Removal of LPCA furniture or equipment from common areas is prohibited.
- Earphones must be used with radios and other sound equipment.
- All trash should be placed in the trash cans provided.

## Fitness Center Hours and Policies

- Hours of Operation Sunday through Thursday 5:30am to 10:00pm. Friday and Saturday 5:30am to 11:00pm.
- You must carry your Lake Park ID and present it to Patrol upon request.
- Use your amenity key to access the gym.
- Consult your physician before beginning any exercise program.
- Use facilities and equipment at your own risk. LPCA assumes no liability for injuries or accidents.
- Proper fitness attire is required. No boots, street shoes, sandals or bare feet.
- Children under 18 must be accompanied by an adult.
- Do not exercise while impaired by alcohol or drugs.
- No smoking.
- No loud music in the gym. Use headphones or earbuds only.
- Bottled water only. No glass or food permitted.
- 30 Minute limit per station when others are waiting.
- Please return all equipment to its place and wipe down machines after use.
- Report any damaged equipment to LPCA office immediately and do not continue to use it
- Use equipment properly.
- Do not drop the weights.
- Do not lean on the equipment.
- Keep your hands away from any moving parts.

## Billiard & Ping Pong Room Policies and Equipment Access

Residents who would like to use the billiard or ping pong room must call Lake Park Patrol at (619) 697-1848 for check-in and check-out. Amenity keys will not unlock the cabinets. Your Lake Park ID card and/or driver's license (with your Lake Park address) will be required to check out the equipment and use the room.

## Tennis Court Policies and Access

Residents who would like to use the tennis courts must call Lake Park Patrol at (619) 697-1848 for check-in and check-out. Amenity keys will not unlock the gates. Your Lake Park ID card and/or driver's license (with your Lake Park address) will be required to use the tennis courts.

- Regulation tennis shoes are required. Other types of shoes are forbidden on playing surfaces.
- At least two players must use a court in order to reserve it.
- There is a one-hour limit on the use of a court. Two residents playing together may not register for two consecutive hours when others are waiting to play.
- Bottled water only. No glass or food permitted.

## Swimming Pools, Spas and Sauna Policies

- There is no lifeguard on duty at any LPCA pool or spa.
- You must carry your Lake Park ID and present it to Patrol upon request.
- No pets are allowed in the pool/spa area.
- Posted regulations for pools/spas must be obeyed. Pools include the pool deck areas.
- The Main Pool will be open year-round. All other pools may be open from April to November 1.
- Persons under 14 years of age must be accompanied by an adult at all times when using the spa and/or pool.
- Saunas are located in main pool restrooms. They are not co-ed. They are gender specific.
- Pursuant to California law, persons having currently active diarrhea, or who have had active diarrhea within the previous 14 days, shall not be allowed to enter the pools or spas.
- Persons of any age, unable to control bodily functions must ensure that leakproof garments are worn at all times. If cleaning and draining of the pool or spa is necessary, all charges will be assessed to the responsible unit owner.

## Swimming Pools, Spas and Sauna Policies (continued)

- Residents ages 14 to 17 may obtain a Lake Park ID for their sole use of the amenities. but may not have guests with them. Persons of this age group may not act as adult supervision for other residents or guests under 18 years of age. For clarification, "accompanied" shall mean the adult will be within the fenced area of the spa or pool, not just within the general area.
- The use of life jackets and other safety devices secured to the body are permitted, provided they do not infringe on the use and enjoyment of the pool by other persons.
- The use of personal floatation devices, inflatable pool toys, and/or other forms of pool toys is strictly at the user's own risk. Personal floatation devices must not exceed 36" in length, width, or diameter. The LPCA reserves the right to disallow any pool toys.
- Glass or crockery of any kind is prohibited in any pool, spa or sauna areas. A service charge will be assessed for cleanup. If necessary, to clean and drain the pool or spa, charges for these processes will be assessed to the responsible party.
- Running, jumping and diving into and around pools/spas is not permitted.
- Proper swim attire is required. Shorts, T-shirts and other clothing items are prohibited in pools and spas.
- Soap, detergents, bubble bath and body lotions may not be used in pools/spas at any time. If necessary, to clean and drain the pool or spa, charges for these processes will be assessed to the responsible party.
- Persons with diabetes, heart trouble, subject to fainting spells, high blood pressure and similar ailments should check with their doctor before using the spas or saunas.
- Medical authorities state that alcoholic beverages consumed just prior to and during use of spas and saunas can cause adverse health problems.

## **Personal Property Left in Common Areas/Amenities Policy**

- Personal property of any type encroaching on the common area shall be subject to removal by the Lake Park staff without notice to the resident. Costs of removal, disposal, and any damage caused by the item(s) will be borne by the unit owner.
- The LPCA is not responsible for personal property lost or stolen from the common area or from any resident.
- Personal items left at any of the amenities and/or other common areas may be removed without notice and will be held in the LPCA's Lost and Found box. The resident, if known, will be notified. If the items are not picked up within 10 days, the items will be discarded.

## **Satellite Dish and Solar Panel Policy**

Satellite dishes must be free standing on the balcony or patio. They are prohibited in the common areas, including, but not limited to, railings, roofs, affixed to any structure or suspended from common use area.

Solar panels are not allowed and cannot be installed anywhere on either the common areas or exclusive use areas.

## **Requirements for Electricians and Plumbers**

Only licensed electricians and plumbers are allowed to work in LPCA Units. Plumbers must also be Uponor PEX piping certified. Unlicensed electricians and plumbers are not allowed under any circumstances.



## Architectural Policies for Unit Remodels

The application procedure for Architectural Review shall be governed by the LPCA's Rules and Regulations.

- The LPCA must be notified in advance, in writing, for any interior changes to the unit, including, but not limited to, window coverings, painting and remodeling. This is necessary to understand what vendors will be accessing the property, to make sure the necessary notice is provided to adjoining neighbors when applicable, to make sure the safety of the structural integrity of the buildings stays intact and that the electrical and plumbing are being completed by properly licensed contractors.
  - Email or written request with a description of the changes shall be delivered to the LPCA 7 days prior to start of work. Email or written notification is the only acceptable method of notification. LPCA approval or request for additional information will be timely. You may not begin without LPCA approval.
  - In certain instances, changes must be approved by the Architecture Committee. Internal or external architectural changes shall not be made without written permission from the Board – e.g. installation of front doors, screen doors, security screen doors, cutting into walls, sunshades, awnings, alterations, or additions to patios, decks or balconies, storage containers, plumbing changes, electrical changes, etc. If this approval is required, the necessary form will be provided by the LPCA to the unit owner.
- All construction activities shall be performed between 8:00am and 5:00pm, Monday through Saturday only. No construction equipment may be placed in Common use areas, including, but not limited to, walkways or landings of buildings. Work must be done within the confines of the unit or exclusive use areas including unit balconies and/or patios. Debris from the construction is forbidden to be placed in dumpster. Fines can be imposed upon owner for this infraction.

## Plumbing and Plumbing Repair Policies

- Unit plumbing repairs requiring building water shut-off must provide the LPCA Office with a 72-hour notice. Plumbers must be Uponor PEX certified if they are working with the water supply lines. Plumbing repair personnel should contact the LPCA Office when they arrive at the unit and request the water shut off.
- Only use a plunger to clear drains. Never place any liquid drain cleaner of any type down the plumbing drains. Never use a snake in any pipes or drains. If a plunger does not work, contact the LPCA Office or Patrol to have Maintenance check the issue. Severe damage can result both to the unit's drain and common area sewer pipes. Use of these materials will result in service charges for any damages.
- Owners are responsible for all workers they contract with. Lake Park assumes no liability. Owners will be responsible for cost of repair to common areas including plumbing if cause is determined to be due to action of owner, tenant, guest, vendor or contractor.

## Air Conditioning Repair, Replacement and Removal Policies

- Any air conditioning repairs, replacement and removal of old air conditioning must be cleared through the LPCA before beginning work. No unauthorized persons shall be allowed on the roof without notification to the LPCA Office. Before access to roof is permitted, it is the owner's responsibility to have the contractor report to the LPCA Office. A copy of the contractor's proof of liability insurance must be received and on file in the LPCA Office before roof access is permitted. Owners are responsible for any damage that may occur.
  - NOTE: Access to the roofs of Unit Owners 123-128, 169-174, 175-180, and 237-242 will require contractors to provide a 30-foot ladder.
- Air conditioner work must be completed by 3:30pm, Monday through Friday. After business hours, weekend or holiday emergency work must be approved by LPCA General Manager or Maintenance Supervisor before any access to the roof is permitted.
- Unit Owner is responsible for all costs to remove old air conditioners. Failure to do so will result in LPCA having it removed and unit owner will be responsible for all associated costs, applicable administrative fees and fines.

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## Garbage Disposal Policies

Garbage disposals are the sole responsibility of the homeowner. When using the garbage disposal, run cold water only before, during and after use. Ice or baking soda will help keep disposal smelling fresh. Dispose of grease in containers, not through plumbing. Disposals should be run at least three (3) minutes per week to avoid problems.

Follow these guidelines to prevent your garbage disposal from getting clogged.

- Please scrape all dishes into the trash before rinsing into garbage disposal.
- Never put these items down the garbage disposal.
  - Any type of melon, such as watermelon, cantaloupe or citrus type rinds
  - Any fibrous foods, such as celery, asparagus, artichokes, chard, kale, lettuce, potato peelings and onion skins or instant potatoes
  - Any type of pasta, rice, quinoa
  - Coffee grinds
  - Fruit pits, seeds, or apple cores
  - Egg shells
  - Bones of any kind
  - Cooking grease, oil, lard, butter
  - Any other item that is not intended to be disposed of in a kitchen garbage disposal

## Additional Unit Restrictions and Policies

- Waterbeds on the ground floor are permitted. Waterbeds on other floors will require a structural evaluation and report performed by a Structural Engineer. The cost of the analysis will be borne by the owner.
- No flammable, combustible or chemical substances may be kept in any unit storage area, patio, balcony or atrium, except in small amounts necessary for household use.
- All draperies, window tints or other window coverings visible from the outside of the unit must show a white or off-white color. Specifications are available in the LPCA Office.
- Washers and dryers are not permitted to be installed in the unit or exclusive use areas, such as balconies or patios.
- Personal items may not be attached to stucco. Service charge of \$50.00 (per hole to patch) will be assessed.

## Fish Tank and Waterbed Leak Policies

Owners shall be responsible for damage caused by leaks from fish tanks and waterbeds. Fish tanks in excess of 40 gallons and a waterbeds (except for ground floor) will require approval from a licensed Structural Engineer. Cost of the report will be borne by the unit owner or tenant.

## Patio and Balcony Restrictions

- Nothing shall be dropped, shaken or thrown from the balconies or patios.
- No clothing, household fabrics or other articles shall be hung, aired or dried on the balconies if visible to exterior.
- Care shall be exercised in watering all plants. Plants must be kept in presentable condition. Do not allow the water to drip on the balcony or area below.
- No visible storage is permitted on balconies or patios.
- Only outdoor furniture is permitted on patios/balconies. Outdoor furniture on patios/balconies is to be of standard patio type. Household furniture is not permitted at any time.
- Residents must abide by La Mesa City ordinances. Musical instruments, radio, television, voices, pets, motors, horns should be used as to not disturb other residents.
- Bicycles may only be stored inside the unit or in the exclusive use balcony or patio.
- Only propane, electric and smokeless barbeques are permitted on patios/balconies. No flammable starters or products of any type are permitted.
- Only propane fire pits may be used. Wood burning or charcoal fire pits strictly prohibited.
- No articles of any kind may be placed on or draped over balconies or patios.
- Conscious consideration should be given at all times as to the number of individuals on the balconies.
- Porch swings must be free standing and can never be attached to balconies or patios.

## Patio and Balcony Restrictions (continued)

- Planters shall not be placed on balcony railings.
- Small nails may be used in the wood portions only to hang wind chimes and flags. Hanging plants are not allowed. Owner is responsible for repairing all such holes and any subsequent damages.

## Unit Owner Flooring

- Written approval from LPCA must be obtained prior to the installation of all flooring.
- Any owner who desires to install, in place of carpeting, any hard-surface floor covering (e.g. marble, slate, ceramic tile, parquet, wood, or similar hard surface) shall also install a sound absorbent underlayment flooring. Specifications may be obtained in the LPCA office.
- When carpeting is installed in a unit, there must be an underlayment of high-quality padding to prevent sound transmission to the unit below. Specifications may be obtained in the LPCA office.
- If the installation is made without prior approval, the Board may, in addition to exercising all other remedies provided in the governing documents, require the offending unit owner to cover all such hard surface flooring at their own expense.

## Balcony and Patio Coverings

- Written approval from LPCA must be obtained prior to the installation of any balcony surface because the structural integrity of balconies, which is constructed of steel reinforced concrete, is adversely affected by water intrusion.
- Due to the water retention capabilities of indoor-outdoor carpets, river rock, and unglazed ceramic tile and its grout are not permitted to be installed on patios or balconies.

## Inspection of Work

Inspection of common areas shall only be done at the request of the Board. The Architectural Committee or its duly authorized representative may inspect any work for which Architectural Committee approval of work is required. The right to inspect includes the right to require any owner to take such action as may be necessary to remedy (including removal of) any aspect that is non-compliant with the Architectural Committee approval for the work. All onsite inspections of units shall be conducted by two Architectural Committee or LPCA Staff.

## Landscaping and Plantings

- Personal plantings cannot be made in the Common Use Area without specific authorization from the Board.
- Potted plants, shrubs, trees and furniture must be kept on the patio/balcony, not in the common area. All potted plants shall have drip pans to prevent excess water from dripping onto common areas and/or neighboring patios or balconies and should be monitored during heavy rain periods.
- Walking on the lawn or through shrubbery for “short cuts” is not allowed.
- No fences, hedges or walls shall be erected and maintained in the common areas except such as are installed in accordance with the initial construction of the buildings located there or approved in writing by the Board.
- Common area landscape shall not be altered by anyone without Board approval.

## Trash and Recycling

Recycling helps reduce the dump fees charged for trash removal and disposal as well as assists in the management of the HOA monthly assessments. Illegal dumping is costly to the LPCA and affects your monthly assessment. Please report unit number or license plate number of any illegal dumping. Confidentiality is guaranteed.

## Trash Policies

- Garbage and trash must be properly bagged and tightly closed. Wet garbage and kitty litter must be placed in plastic bags before discarding in dumpsters or down tower trash chutes.
- Residents are encouraged to place recyclables in the bins provided in all dumpster areas.
- All boxes and cartons must be broken down flat or cut up before being discarded in dumpsters or in chutes.
- Covers to dumpster bins and doors to trash chutes must be kept closed.
- No toxic or flammable materials, auto batteries, oils or petroleum are allowed to be discarded in any Lake Park dumpster or trash bin.
- Dumpsters are to be emptied by authorized personnel only. Rummaging through trash or recycle bins for collection by any person is prohibited. Fines shall be assessed.
- No parking in front of dumpsters.
- All contractors, vendors and residents must remove all remodel material (carpet, drywall, etc.), discarded furniture, appliances and the like from Lake Park premises. Use of the Lake Park dumpsters and enclosures is prohibited. A service charge equal to extra dump charges will be assessed to the owner who is in violation. Unit owner will also be responsible for tenant's action.
- Only laundry trash (empty boxes of soap powder, lint, cloths, empty bleach bottles, etc.), are to be placed in laundry trash bins. It is prohibited to dispose of garbage, waste/pet droppings or items that can create odors in laundry trash or mailbox area.

## Pet Policies

- The LPCA has the right, but not the obligation, to regulate animals and pets.
- All owners must comply with the city, county and state laws, and regulations with regards to control and health of pets.
- Two pets per unit are permitted (2 dogs or 2 cats or 1 dog and 1 cat). The pet(s) may not exceed 30 pounds each when full grown. This also applies to visiting pets. Service animals are exempt.
- Unless otherwise required by law and/or at the discretion of the LPCA only service animals are permitted to exceed the weight limitation.
- Unless otherwise required by law, all pets (including service and emotional support animals) must be registered in the LPCA Office. The registration fee of \$125.00, due at the time of registration (fee is waived for certified service pets). The annual pet maintenance fee of \$25.00 per pet and will be due on January 1 of every calendar year. The fee is considered delinquent after January 15. Failure to pay the annual pet maintenance fee by January 15 will incur a \$15.00 late fee.
- Unless otherwise required by law, and/or at the discretion of the LPCA, only ordinary domestic animals, such as dogs, cats, fish and birds, may be kept as household pets by any unit owner or tenant, provided that they are not kept, bred or raised for commercial purposes.
- At the discretion of the Board, the LPCA has the right to prohibit any animal that constitutes a nuisance, and/or creates a threat to life, health, or safety to others.
- Dogs belonging to residents or their guests must be kept within the unit, enclosed balcony or on a leash held by a person capable of controlling the pet.
- Pets cannot be tied up in the common areas and must be under the control of the owner at all times when not within the confines of the unit.
- Unless otherwise required by law, pets are not permitted in or on any amenity.
- Residents must clean up after their pets in all areas within the community.
- Residents will be held liable for damage caused by their pet(s), including cost of clean-up.
- All state and local laws and regulations regarding animals and pets apply within the community.



- Pet sitting is limited to two animals per unit and the LPCA office must be notified.
- All visiting pets are limited to the same restrictions and conditions contained in all LPCA Governing Documents.
- All pets in the common area must display a LPCA issued pet tag.

## **Drones, Video Taping and Camera Use**

The LPCA reserves the right to video tape and/or use cameras in all common areas at any time and without notice.

Drones/unmanned aerial vehicles (“UAV”): Unless otherwise required by law, only UAVs that are pre-authorized by the LPCA and/or or government officials are permitted on the property. Recreational or other uses are not allowed under any circumstances. Cost to repair any damage caused by the use of UAVs at and around Lake Park property shall be borne by the owner associated with such usage.

## **General Parking Rules**

LPCA parking regulations are a part of both the Deeded Parking Agreement and the Rental Parking Agreement which are to be signed by the owner of the unit and if applicable, the tenant. It is understood that violation of the parking regulations and agreements may result in cars being towed pursuant to the Vehicle Code and the LPCA’s Governing Documents.

- All resident vehicles must be registered in the LPCA Office. Proof of property damage insurance on the vehicle must be presented.
- All Residents who park a vehicle on Lake Park property must sign a parking agreement and obtain a parking permit for display at the lower left of the rear window of the vehicle or on the rear bumper of convertibles. Residents who fail to display permit shall be subject to fines or towing at resident’s expense.
- The parking permit is the property of the LPCA, and the permit number portion (at minimum) must be returned to the LPCA Office should the car be sold, or the resident moves out. Failure to do so will result in a \$25.00 charge.
- Before the LPCA Office can issue a parking permit to a tenant, the owner of the unit must have the tenant register in the LPCA Office as an occupant of

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that unit. The unit owner must co-sign the Parking Agreement as being responsible for any and all charges which the occupant(s) may accumulate.

- Recreational vehicles and large trucks must obtain rental parking. Recreational vehicles may only park in a rented space in the RV lot and large trucks (exceeding 6'6" wide and 17' high) may only park in a rented oversized vehicle space. If either of these vehicles are found parked in any other type of Lake Park parking space they will be towed at owner's expense. Prior notice of tow is not mandatory.
- Residents must park in their assigned spaces only. Use of unassigned or guest spaces without prior authorization may result in vehicle being towed at owner's expense.
- Violators of parking regulations will be towed pursuant to the Vehicle Code, at car owner's expense.
- Vehicles must park front forward into parking spaces and in the direction of traffic along the curb.
- The LPCA Office reserves the right to tow vehicles pursuant to applicable law, including the California Vehicle Code, and its Governing Documents. Such towing shall include any requisite notice. The reasons for towing include, but are not limited to, towing for non-payment of a rental parking space.
- If an unauthorized vehicle parks in a deeded or rental space the owner or tenant should call C&D Towing Specialists at (619) 463-8697 and request that the car be towed. The towing company will only tow the vehicle after the deeded/rental owner or tenant has signed the tow company paperwork. Lake Park Patrol and LPCA office staff cannot sign for the deeded/rental space owners.
- The LPCA Office is to be notified if and when a resident obtains a different license number, a different car or a change in property damage insurance. Parking permits must be returned to the LPCA office when changing cars and upon move out.
- The LPCA is not responsible for any claim for damages to any vehicle that may occur while vehicle is parked on Lake Park property.
- Lake Park contains numbered parking spaces. Residents are restricted to parking in their deeded or rental spaces only. Guests must park in spaces marked guest and accompanied by a guest placard issued to the resident when staying overnight.

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Motorcycles must display the decal in close proximity to the rear license plate. Only one vehicle will be parked in the space, except when two motorcycles have been authorized to occupy an assigned space. If renting a parking space, one motorcycle owner will be responsible for the monthly rental fee. This person will be accountable for any damages which might result from either cycle falling onto a vehicle parked in an adjacent space.

- Washing of vehicles is permitted only in the designated car wash area and is limited to vehicles displaying a Lake Park parking permit. Cleanup of the area is mandatory. Use of Lake Park car washing area for car detailing business is not permitted.
- Parking spaces are to be used for parking purposes only. Any repairs, servicing or storage of vehicles on Lake Park property are strictly forbidden. Repair and maintenance of vehicles (including trucks, cars, motorcycles, and scooter, etc.) is not permitted on Lake Park grounds. The removal and/or reassembly of parts, in addition to oil or fuel line-changing, radiator-flushing, and/or any other activity which involves the draining of and replacement of liquids in or around vehicles are specifically prohibited in the complex, including the car wash area.
- Vehicle owners are responsible for damages in excess of normal wear and tear to their parking spaces. Oil or other fluid leaks should be repaired (offsite) immediately. Leak-damage prevention measures, such as oil pans, should be placed under vehicles in order to prevent damage to cement/asphalt.
- Camping on Lake Park grounds is not permitted.
- Construction, open utility trailers and/or storage containers are not permitted to rent spaces in the R.V. parking areas, except where pre-authorized by the LPCA Office.

## **Rental of Deeded Parking Space Policy**

Deeded space owners are allowed to rent their deeded space to other Lake Park residents. A fully executed Lake Park Deeded Parking Space Owner Rental Agreement must be on file with the LPCA Office before the rental parking arrangement begins. The agreement is between deeded space owner and renter only. LPCA is not part of this agreement in any way and assumes no liability under any circumstances. The deeded space owner is responsible for all misuse, damages, and fines. Rental fees are between the deeded space owner and renter. Lake Park is not involved in any way with the rental terms, payments or issues related to the agreement.

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## Exceptions to General Parking Rules

1. A resident with a guest displaying a disabled placard or with disabled license plates may allow the guest to park in their deeded or rented space for a maximum period of 5 days, unless additional time has been approved in advance by the LPCA Office.
2. Either resident (visiting or host) may only park in a guest space for the visiting period, provided that he/she displays a large legible note in plain view, giving the unit number that they are visiting.
3. A resident may park in the LPCA Office spaces while conducting bona fide business in the LPCA Office.

## Rental Parking

- Rental spaces shall be available to residents only. Those residents wishing to rent their first rental parking space shall have priority over those who are seeking a second rental parking space.
- Residents renting spaces agree to abide by the following rules:
  1. The Rental Parking Agreement is valid on a monthly renewal basis and the resident has no lasting claim to the parking space beyond any month for which payment has been made.
  2. The unit owner must co-sign the Parking Agreement for the tenant as being responsible for any and all charges which the tenant may accrue by renting the parking space.
  3. The rental fee is due on or before the 1<sup>st</sup> of each month, and is delinquent after the 15<sup>th</sup> of the month, at which time a late charge (double the current rental fee) will be added. Failure to pay the monthly rental fee, for any reason whatsoever, is sufficient cause to terminate a rental agreement and tow the vehicle at the owner's expense.
  4. No billing will be sent for rental parking.

## Guest Parking Policies

- Guest parking is strictly limited to spaces marked by yellow wheel stops and/or numbers.
- A Guest placard is required for parking in the yellow guest spaces between 2:00am and 5:00am.
- Guest parking is permitted in all LPCA Office spaces between 6:00pm and 7:00am.
- Each unit owner shall be issued one permanent guest placard. This guest placard must be displayed on the dash of the guest's car for parking between 2:00am and 5:00am.
- Should any guest placard be used for more than 12 days in any one calendar month, an extended guest pass must be obtained from the LPCA Office. Misuse of the guest placard may result in suspension or revocation of the guest placard and/or charges for towing of the vehicle.
- Any vehicle using the guest placard or spaces 24 days in any 60-day period will be required to register as a resident, obtain a rental parking space and pay all applicable fees.
- Guest vehicles will be towed (when in violation of any parking rule) following proper notice if required under the Vehicle Code.
- Disabled parking space at the LPCA Office is restricted to office business only during office hours.
- Residents are restricted from use of guest parking unless visiting another resident. When visiting a note must be prominently displayed in the window indicating the unit being visited. Violators are subject to tow. Special accommodations require the approval from the LPCA Office.
- Guest placards are not permitted to be borrowed or loaned to any other resident or guests. Residents of any unit borrowing and/or loaning guest placards are subject to disciplinary action, including fines (after notice and hearing).

## Traffic and Safety Policies

- Traffic may be electronically monitored at Lake Park without notice.
- Stop signs must be obeyed.
- The maximum speed for any vehicle in Lake Park is 15 mph. Speed bumps as posted are for the purpose of controlling vehicle speed to 15 miles per hour.
- Failure to obey posted signs will result in service charges. Violators will be subject to service charges or sanctions.
- Any unattended vehicle parked in a red zone or fire lane zone will be towed at the vehicle owner's expense. A tow warning is not mandatory.

## Personal Security and Lake Park Patrol

Since many burglaries are reported to be committed in the daytime, neighbors should be watchful for strangers or suspicious activity around the area. If in doubt about any activity, report it to the police at 911.

Sliding glass doors are a major security problem if they do not have proper locks and if steps are not taken to prevent the removal or opening of the doors from the outside.

It is wise to allow your unit to appear occupied when you are away by leaving a light on or the radio or television on, at acceptable levels.

### Lake Park Patrol Information

- To reach Lake Park Patrol call (619) 697-1848. If circumstances warrant, also call 911.
- The Patrol staff is in place to help protect every resident/owner's interests. Patrol personnel should be treated with courtesy and helped in the difficult job they must do.
- Lake Park is a private complex; it is not a public park for the use of anyone who comes in. Our Patrol staff helps us keep Lake Park private.
- Lake Park Patrol members are NOT Security Officers.

- Patrol personnel are employed to monitor the common areas to ensure that the amenities are used only by Lake Park residents and their bona fide guests, also to monitor and report all violations of the LPCA Rules and Regulations.
- The Patrol staff is instructed, under policies adopted by the Board, to check the ID cards of all persons using the amenities to be sure that the individuals are residents or their guests. The Patrol personnel are also instructed to report any violations in use of the common areas and parking regulations.

## **Specific Documents and Information to Provide the LPCA**

The Governing Documents mandate that certain information be on file in the LPCA Office in order for the LPCA to properly provide for the care of the common areas, official communications, the annual meetings, the election of members to the Board of Directors, and other activities for which the LPCA is responsible.

Failure to provide the following information within five (5) days of occupancy as a unit owner may result in a fine:

### **1. Ownership of a Unit**

- Name(s) as recorded on document, date of recording and File/Page number of the recorded document.
- Address and phone number of Owner(s).
- Address and phone number where all official communications are to be sent if different than the Owner(s).

### **2. Mortgage (Trust Deed) Information**

- The name and address of first mortgage lender and copy of the Title Deed or Document File Page Number must be filed with the Association Management Office within 30 days after close of escrow or after recording.
- If the mortgage holder changes Unit Owner must provide the Association with the new mortgage holder information.
- Other Trust Deed(s): Name of lender, address, phone and loan number. This information is optional, but helpful to the Association Management Office.

### **3. Automobile Data**

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- Parking permits are issued to bona fide registered residents only.
- Parking application form and proof of property damage insurance must be on file in the LPCA Office before a parking permit will be issued.
- Parking permit must be posted on the rear window or rear bumper of a convertible car.

#### **4. Unit Owner Occupants**

When the Owner is renting out the unit to other occupants, a signed Tenant Lease Addendum form must be completed in the LPCA Office prior to any common area ID card or parking permit being issued. Owners transfer and give up their rights to use of the amenities to their tenants.

#### **5. Preferred Method of Communication**

Preferred method of communication; e-mail or US Postal Service. Choice can be changed with 30 days written notice.

### **Items to be Issued by LPCA Office**

#### **1. Identification Cards**

Identification cards will be issued to owner(s) and/or occupant(s) actually living in the unit including persons 14 years and over. Identification cards must be returned to the LPCA Office upon move out or a \$25.00 per card fee will be assessed.

#### **2. Amenity Key**

One (1) amenity key is issued to each unit owner regardless of the number of occupants residing in the unit. Replacement cost of a lost or misplaced key is \$75.00.

#### **3. Guest Parking Placard**

One (1) guest parking placard is issued to each unit owner regardless of the number of occupants residing in the unit. If placard is old, faded, cracked, and/or otherwise illegible, it shall be replaced. There will be no charge to replace it as long as the old placard is turned in. The replacement cost of a lost or misplaced guest parking placard is \$75.00.



## **Nuisance, Annoyance, Feeding of Animals Policies**

- Actions which may cause annoyance or injury to other persons using the facility or damage to property or serious inconvenience to nearby residents are forbidden.
- Earbuds are to be used in all common areas and while using common area amenities.
- No feeding of fowl, stray, wild animals or feral cats is permitted.

## **Smoke and Carbon Monoxide Detectors**

State and Federal law requires all private residents to have working smoke detectors in their private dwelling. All units with natural gas fireplaces must also have a working carbon monoxide detector.

## **Utilities and Unit Owner Efficiency and Safeguards**

You can save money and energy by turning off the heating circuit breaker in the unit when you are not using heat. It is also best to turn off the air conditioning circuit breaker when not using the air conditioner.

Before hanging plants or lamps from ceiling, be sure to check to see that the heating wires will not be damaged as the heating wires in the ceiling (Radiant Heating) cannot be repaired.

## Emergency Procedures

Tower Buildings The location of fire extinguishers are provided on the attached maps.

### Garden Buildings

Garden Buildings do NOT have a fire alarm system.

- One Bedroom Units with a Laundry Room - The fire extinguishers are located on the ground level at the laundry room door.
- 2 Bedroom Units - The fire extinguishers are located on the second level in the laundry room.
- Fire extinguishers are also located at ground floor utility rooms at the back side of buildings 5700 Baltimore 12-13, 14-15, and 18-19.

## **EMERGENCY PROCEDURE**

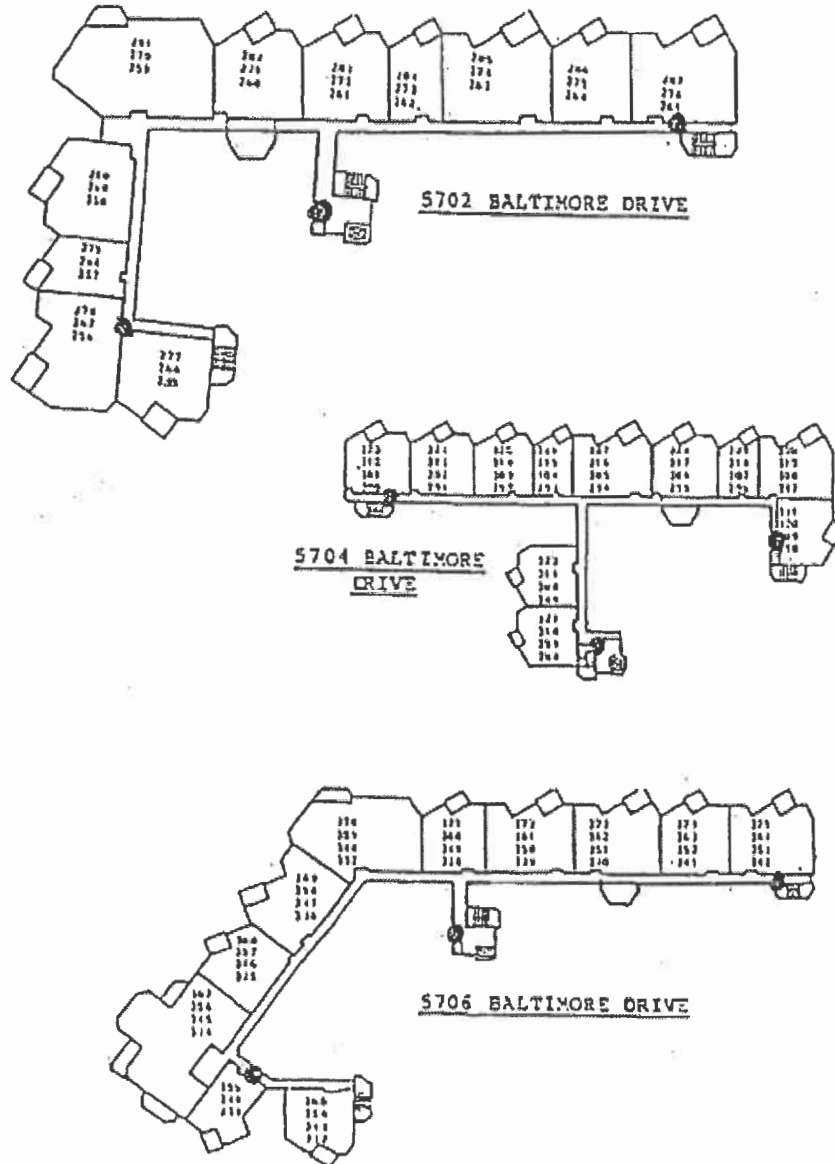
- 1. For any type of emergency first call 911. Lake Park Fire Alarms ARE NOT connected to the Fire Department.**
2. Go to the nearest fire alarm extinguisher box.
3. Break the outer glass, remove the fire extinguisher.
4. In the Towers, break the inner glass to pull the lever or push the button inside the smaller alarm box. This will ring an alarm in each Unit in that building to alert Occupants of a fire and to evacuate the building.
5. IF TIME AND SAFETY PERMITS: Knock on adjoining Unit Owner doors of the building in which the fire is located to alert the Occupants to vacate. Be sure to close all doors behind you when leaving the building. Continue with other buildings close by.
6. LEAVE THE BUILDING(S) AND STREETS WHERE THE FIRE IS. THE FIRE DEPARTMENT MUST HAVE UNHINDERED ACCESS TO FIGHT THE FIRE AND TO SAVE LIVES

# TOWER LOCAL FIRE ALARM SYSTEM



- Location of Fire Alarm Boxes

5702, 5704, 5706 Baltimore Drive



June 14, 2019

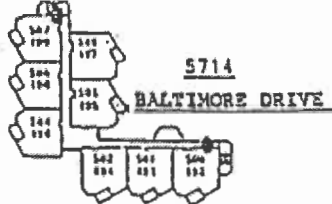
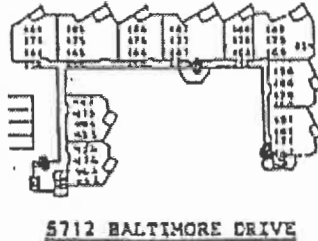
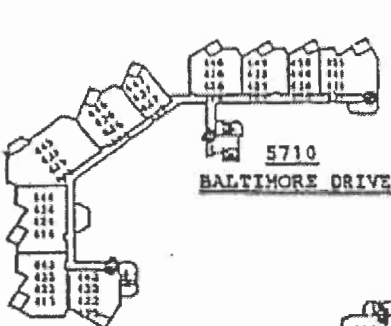
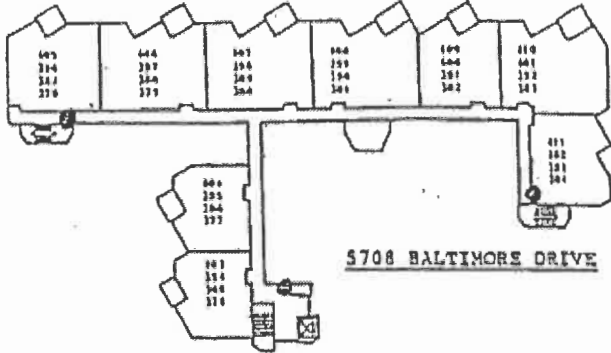
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# TOWER LOCAL FIRE ALARM SYSTEM



- Location of Fire Alarm Boxes

5708, 5710, 5712, 5714 Baltimore Drive



## Internal Dispute Resolution (ISR)

Pursuant to California Civil Code Section 5900, the LPCA adopted the following fair, reasonable and expeditious procedures for Internal Dispute Resolution.

Either party to a dispute within the scope of this article (described below) may invoke the following procedure:

1. The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
2. A member of the LPCA may refuse a request to meet and confer. The LPCA may not refuse a request to meet and confer.
3. The parties shall meet promptly at a mutually convenient time and place to explain their positions to each other, and to confer in good faith in an effort to resolve the dispute.
4. The Board shall designate a director or directors to meet and confer.
5. If the member chooses to bring a representative, advocate, or other non-owner party, he or she must notify the LPCA in writing at least 48 hours in advance of the scheduled meeting. Such notification must include: the name of the individual(s); whether or not that person is an attorney and will be serving in their role as counsel to the member; and the individual(s)' contact information.
6. A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Board designee on behalf of LPCA.

An agreement reached under this section binds the parties and is judicially enforceable if the following conditions are satisfied:

1. The agreement is not in conflict with law or the LPCA's Governing Documents.
2. The agreement is either consistent with the authority granted by the Board to its designee, or the agreement is ratified by the Board.
3. A member of the LPCA may not be charged a fee to participate in the process.

## **Internal Dispute Resolution (ISR) (continued)**

4. These procedures apply to a dispute between the LPCA and a member involving their rights, duties, or liabilities under this title, under the Nonprofit Mutual Benefit Corporation Law (Part 3 (commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code), or under the Governing Documents of the Home Owners Association.
5. These provisions do not replace the ADR option allowed by Section 5925 etc. relating to alternative dispute resolution as a prerequisite to an enforcement action (which means filing of litigation).

## **Alternative Dispute Resolution (ADR)**

Alternative Dispute Resolution means mediation, arbitration, conciliation, or other non-judicial procedure that involves a neutral party in the decision-making process. The form of alternative dispute resolution chosen pursuant to this the Civil Code may be binding or nonbinding, with the voluntary consent of the parties. The parties shall share the cost of these proceedings.

Neither the LPCA nor an owner or a member is entitled to file an enforcement action in the Superior Court unless the parties have first endeavored to submit their dispute to alternative dispute resolution pursuant to the referenced statutes.

The requirements apply only to an enforcement action that is solely for declaratory, injunctive, or writ relief (meaning asking the court to interpret, determine or order something), or for that relief in conjunction with a claim for monetary damages that does not exceed five thousand dollars (\$5,000). These requirements do not apply to a small claims action. Except as otherwise provided by law, this section does not apply to an assessment dispute.

Any party to a dispute may initiate the process required by serving written notice on all other parties to the dispute a Request for Resolution. The Request for Resolution shall include all of the following:

1. A brief description of the dispute between the parties.
2. A request for alternative dispute resolution.
3. A notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the request will be deemed rejected.

## Alternative Dispute Resolution (ADR) (continued)

4. If the party on whom the request is served is the owner of a separate interest, a copy of this article. Service of the Request for Resolution shall be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the request is served actual notice of the request.

A party on whom a Request for Resolution is served has 30 days following service to accept or reject the request. If a party does not accept the request within that period, the request is deemed rejected by the party. If the Request is accepted, the ADR must be completed within 90 days of receipt of the acceptance, unless the time is extended by agreement of the parties.

FAILURE BY ANY MEMBER OF THE LPCA TO COMPLY WITH THE PRE-FILING REQUIREMENTS OF SECTION 5925 OF THE CIVIL CODE MAY RESULT IN THE LOSS OF YOUR RIGHTS TO SUE THE LPCA OR ANOTHER MEMBER OF THE LPCA REGARDING ENFORCEMENT OF THE GOVERNING DOCUMENTS.

Should the LPCA or an individual member wish to file a lawsuit for enforcement of the LPCA's Governing Documents, the law requires the LPCA or the individual to file a certificate with the court stating that ADR has been completed prior to the filing of the suit. Failure to file this certificate may be grounds for dismissing the lawsuit.

There are limited exceptions to the filing of this required certification of the attempts made to seek resolution. If one or the other of the parties to the dispute refused ADR prior to the filing of the complaint, the certificate should so state. If immediate action is needed by seeking preliminary or temporary injunctive relief or the statute of limitations period for filing the suit will expire within 120 days of the lawsuit being filed, the certificate should state the necessity of immediacy. Without the certification, a court may dismiss the action. Furthermore, in any lawsuit to enforce the governing documents, the prevailing party may be awarded attorney's fees and costs under Civil Code Section 5975. The court may consider any party's refusal to participate in ADR prior to the lawsuit being filed when it determines the amount of the award.

June 14, 2019

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**LAKE PARK CONDOMINIUM ASSOCIATION  
SUMMARY OF RESPONSIBILITIES FOR MAINTENANCE, REPAIR, AND REPLACEMENT**

COMPONENT	OWNERS' DUTIES			ASSOCIATION'S DUTIES			COMMENTS
	Maintain	Repair	Replace	Maintain	Repair	Replace	

All Air Conditioning, Ventilating, Radiant Heat and Heating, HVAC equipment, including A/C compressors, compressor pads, forced air units, coolant, condensation and drain lines, ducts, chutes, conduit or wires exclusively servicing a single unit.	✓	✓	✓				Owner to remove and dispose of all old equipment when new is installed.
Appliances within the Unit	✓	✓	✓				
Balcony & Patios	Keep Clean			✓	✓	✓	Patios and Balconies are to be inspected by HOA annually
Bearing Walls				✓	✓	✓	
Unit Ceilings – Any and all interior finished, and unfinished surfaces located with the unit.	✓	✓	✓				
Common Area Landscaping (including grass, trees, and other plants in front yard areas) Does not apply to landscaping within Exclusive Use Common Area.				✓	✓	✓	Residents are forbidden to plant or remove any common area landscaping. Fines apply
Common Area Plumbing, Electrical, Heating, and Lighting				✓	✓	✓	
Deeded Parking Spaces	✓	✓		✓	✓	✓	Owner to remove all oil spills
Door Frames and Interior of Doors including thresholds, trim and jambs	✓	✓	✓				
Door Hardware including knobs, locks and weather stripping.	✓	✓	✓				
Common Area Drain Lines				✓	✓	✓	
Driveways and Streets				✓	✓	✓	

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COMPONENT	OWNERS' DUTIES			ASSOCIATION'S DUTIES			COMMENTS
	Maintain	Repair	Replace	Maintain	Repair	Replace	

Ducts – kitchen and bathroom ventilation, chimney ducts/flues located within units or common areas exclusively serving a single unit.	✓	✓	✓				
Ducts – any and all HVAC, A/C or ventilation ducts located within units or common areas exclusively serving a single unit.	✓	✓	✓				
Electrical Systems –any and all electrical systems located withing units or common areas exclusively serving a single unit	✓	✓	✓				
Electrical line for HVAC units and all electrical line located within units or common areas exclusively serving a single unit.	✓	✓	✓				
Exhaust Fans	✓	✓	✓				
Fences (Common Area; not patio or balcony)				✓	✓	✓	
Fireplace	✓	✓	✓				
Fireplace chimney exterior and spark arrester				✓	✓	✓	
Fixtures - located within and servicing only one (1) Unit	✓	✓	✓				
Unit Flooring – All finished interior surfaces only, including finishing's and/or coverings.	✓	✓	✓				

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COMPONENT	OWNERS' DUTIES			ASSOCIATION'S DUTIES			COMMENTS
	Maintain	Repair	Replace	Maintain	Repair	Replace	

Floor supports and subfloors - all components except interior flooring and finished surfaces				✓	✓	✓	
Foundations				✓	✓	✓	
Furnishings and personal property	✓	✓	✓				
Gas Lines – Common Area main supply lines.				✓	✓	✓	
Gas outlets and lines to interior fireplaces. All gas supply lines up to point of connection to Common Area supply.	✓	✓	✓				
Guest and Non-Deeded Rental Parking Spaces				✓	✓	✓	
HOA Property				✓	✓	✓	
Hose Bibs				✓	✓	✓	Residents are not allowed to use hose bibs in any manner
Interior Staircases, bannisters, railings, and associated trim	✓	✓	✓				
Landscaping/Plants on patios and balconies	✓	✓	✓				Any/all damage caused by leaking planters is responsibility of owner
Lighting – Common Areas				✓	✓	✓	
Non-Perimeter Interior Walls (except load-bearing walls) – all framing, insulation, drywall, paint, and related improvements	✓	✓	✓				

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SUMMARY OF RESPONSIBILITIES FOR MAINTENANCE, REPAIR, AND REPLACEMENT**

COMPONENT	OWNERS' DUTIES			ASSOCIATION'S DUTIES			COMMENTS
	Maintain	Repair	Replace	Maintain	Repair	Replace	

Non-Perimeter Interior Walls (load-bearing) – Framing, insulation, and related structural improvements only				✓	✓	✓	
Non-Perimeter Interior Walls (load-bearing) - Drywall, paint, and related surfaces and improvements only	✓	✓	✓				
Perimeter Walls - interior surfaces only	✓	✓	✓				
Pest Control Interior	✓	✓	✓				
Pest Control Common Area				✓	✓	✓	
Plumbing – Interior of Units; all water supply, drainage, and sewer pipes up to the point of connection to Common Area supply, drain or sewer lines. All fixtures and appliances within the unit (shower, toilet, wax ring, sink, etc.)	✓	✓	✓				
Plumbing: Common Area; supply or drain components.				✓	✓	✓	
Rain Gutters				✓	✓	✓	

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COMPONENT	OWNERS' DUTIES			ASSOCIATION'S DUTIES			COMMENTS
	Maintain	Repair	Replace	Maintain	Repair	Replace	

Roofs				✓	✓	✓	
Screens, Windows, Security and Sliding Door Including all trim and hardware.	✓	✓	✓				
Common Area Sewer Lines				✓	✓	✓	
Sidewalks				✓	✓	✓	
Slabs and Foundations				✓	✓	✓	
Smoke and Carbon Monoxide Detectors in Unit	✓	✓	✓				
Steps and Railings Interior Unit	✓	✓	✓				
Steps and Railings Common Use Areas				✓	✓	✓	
Storm Drains				✓	✓	✓	
Stucco and Exterior Wood				✓	✓	✓	
Swimming Pool & Spas (Common Area)				✓	✓	✓	

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SUMMARY OF RESPONSIBILITIES FOR MAINTENANCE, REPAIR, AND REPLACEMENT**

COMPONENT	OWNERS' DUTIES			ASSOCIATION'S DUTIES			COMMENTS
	Maintain	Repair	Replace	Maintain	Repair	Replace	

Swimming Pool Area, Fencing, Furniture, and Equipment				✓	✓	✓	
Telephone or communications/cable: all telephone or communication equipment located within units or common areas exclusively serving a single unit.	✓	✓	✓				
Termite & wood-destroying pest damage to Common Areas (including structural)				✓	✓	✓	
Unit interior, including airspace, unfinished surfaces, all portions of the building enclosed within the boundary's appliances, fixtures, finish flooring, and personal property.	✓	✓	✓				
Utility Components inside unit; all utility components located within units or common areas exclusively serving a single unit.	✓	✓	✓				

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COMPONENT	OWNERS' DUTIES			ASSOCIATION'S DUTIES			COMMENTS
	Maintain	Repair	Replace	Maintain	Repair	Replace	

Utility Components outside Unit boundaries, including water and gas meters.				✓	✓	✓	
Vertical Supports (framing and building support structures)				✓	✓	✓	
Water Damage: Regardless of origin, all repairs to a unit interior, including mold, asbestos, paint or personal property.	✓	✓	✓				
Water Heaters				✓	✓	✓	
Water Lines from flexible connect into unit	✓	✓	✓				
Windows – Exclusive Use Common Area				✓	✓	✓	

This Summary of Responsibilities for Maintenance, Repair, and Replacement (“Matrix”) is meant as a generalized supplement and tool for ease of reference only. It does not supersede or amend the Association’s CC&Rs or other governing documents (“Governing Documents”). Any questions regarding maintenance, repair, and replacement obligations should be addressed by consulting the Governing Documents and the California Civil Code. Any additional questions regarding specific issues should be directed to the Association’s management team.