

HOUSE RULES AND REGULATIONS

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House Rules and Regulations

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I. General

1. Pursuant to Article VII.1 of the By-laws of the Bellevue-Staton Condominium Association (the Association) the following Rules and Regulations were adopted at the Board of Directors (the Board) Meeting of October 19, 1992, and were last amended at Board on August 29, 2005 and ratified by the homeowners by a majority vote on September 19, 2005.
2. All unit owners, tenants, guests, household help, and other invitees are subject to the provisions of these Rules. Each unit owner is responsible for compliance with the Rules by that owner's tenants, guests, household help, and other invitees, and shall be liable to the Association and/or any unit owner who suffers injuries or damages arising out of any violation of these Rules.
3. The day-to-day operation of the building and grounds shall be under the direction of the Manager of the building.

II. Parking

1. Each of the 36 units is entitled to one parking space in the garage. The assignment of spaces is made by the doormen, who are considered equally competent by the Board, although ultimately it is the head doorman who is responsible for the assignment. A unit owner or tenant may rent his parking space to another resident. There are some additional spaces in the garage and on the roof that the Association rents on a first -come, first-served basis. Otherwise, second cars may not be parked on the premises.
2. Only a doorman may move a car into or out of the garage. Tenants shall not park or retrieve any car and shall not operate the garage elevator.
3. Residents are advised to provide a duplicate car key to their vehicle for valet parking purposes, and retain their original car key for their personal use. The HOA will not pay the costs related to the fabrication of an original key should a doorman accidentally lock an original key inside a vehicle, or if an original key is lost. 2/22/2011
4. The courtyard parking area is only for temporary parking. Each resident should ask a doorman to garage any car that is not to be used within an hour. A doorman will routinely garage a car that has been left facing the garage.
5. A doorman will routinely garage a car that has been parked in the courtyard for an hour, unless he has been notified by the driver that the car will be used within a brief period of time.
6. A car may not be parked in the courtyard overnight.
7. At the discretion of the doorman, guests may park a car in the courtyard temporarily, provided that they leave a set of their car keys with the doorman.
 - a. A resident who is expecting a guest to park in the courtyard should notify the doorman in advance.
 - b. At his discretion the doorman may park the car in the garage.
 - c. Guest parking is free for the first hour, after which a \$7.50 fee will be charged to the resident host. The fee will cover parking until the next day if the car remains overnight. 6/23/2020
 - d. The doorman will not inform the guest of the parking fee nor will he collect any payment of the fee. The resident host will be charged each month for the parking fees.
8. If space in the garage is available, a guest's car may be parked there overnight for a fee of \$15.00. The resident host will be charged each month for the parking fees. No payment should be made directly to the doorman. 6/23/2020

9. A motorcycle may be kept in the garage for equal to 1/3 of the fee for an extra car per month. Owners must walk the cycle in and out and are restricted to the ground floor.
10. Bicycles may be kept without charge on the ground floor of the garage. The Association assumes no liability for loss or damage to bicycles stored in the garage.
11. Any vehicle that is leaking fluids or has had three mechanical problems within a six-month period will not be garaged until the problems have been corrected.
12. Except in an emergency, a vehicle may not be repaired in the courtyard.
13. A vehicle may be washed in the alleyway. All debris must be removed promptly.
14. Contractors and other trades people may park in the courtyard only while loading and unloading their vehicles. Otherwise, they must park on the street. An exception to this rule may be made for people working on behalf of the Association.
15. The Association may remove unauthorized vehicles or vehicles not in compliance with the Rules and Regulations without prior notice and at the resident's expense.
16. The charging fee for electrical vehicles located in the garage is \$30.00 per month. 6/23/2020

III. Elevators

1. The passenger elevator is to be used only for passengers and their hand-carried packages and luggage.
2. Delivery persons, service and repair persons, maintenance persons, etc. must use the service elevator.
3. The service elevator is to be used to transport laundry, carts, hand trucks, moving equipment, furniture, tools, and repair equipment generally. An exception to this rule must be made for units on the second floor, because a wall restricts the opening of the door of the service elevator.
4. Use of the service elevator that requires multiple trips, especially when moving into or out of a unit, must be scheduled with the Manager.
5. Major uses of the service elevator should not be scheduled for the weekends or after regular working hours, because any problems that develop and that must be repaired will be more expensive at those times.
6. Operation of the service elevator is not permitted between the hours of 10 PM and 6 AM.
7. Only designated employees may operate the garage elevator.

IV. Pets

1. Pets shall not be exercised or relieved in any common area of the Association. Pets shall be either on leash or hand-carried while in the common areas. Only a unit owner may have pets on the premises of the Association. A tenant may have a pet, subject to these Rules and Regulations, only upon written approval of the Board.
2. No unit owner may have more than two four-legged pets. No pet may weigh more than forty pounds.
3. No unit owner may have a pet that is not domesticated or that, in the opinion of the Board, creates such a nuisance as to disturb other members of the Association.

V. Security

1. The Staten Avenue door may be used by residents only. To avoid security breaches, you must be sure that the door is closed securely after entering or exiting the building. The door cannot be propped open at any time with a door stop. 6/23/2020
2. A guest not accompanied by a resident shall be admitted only by the doorman and must identify himself or herself and the unit they intend to visit so that the doorman may notify the resident that a guest is arriving. No guest or other invitee shall be admitted unless authorized by a resident.
3. A resident holding a party shall give a guest list to the doorman. When a guest list exceeds 20 persons, the host or hostess must station someone in the lobby to identify the guests.
4. A resident shall not admit into the building any person who is not known to be a resident.
5. Keys to the outside door shall be kept in the possession only of unit owners and tenants. Only the Association may reproduce such keys. The Association shall maintain a list of such keys and the unit owners or tenants who possess them.
6. Because in the past there have been health, fire, plumbing, and other emergencies that necessitated immediate entrance to a unit, it is required that every unit owner provide duplicate apartment keys for the doorman key lock box. Unit owners who fail to do so shall be liable for any injury to persons or damage to personal or common property that result from such failure.
7. A unit owner or tenant who fails to comply with any of the above security Rules and Regulations shall be held personally liable for any loss or damage that results from such failure.

VI. Use of the Facilities of The Bellevue-Staten

1. Any unit owner who rents or leases a unit shall incorporate a copy of these Rules and Regulations in the rental or lease agreement. A signed copy of a document stating that the tenant has read and will abide by these Rules and Regulations is to be given to the Manager to be kept on file for the duration of the tenancy. No outside door key will be issued to a tenant until the Association has received such a document.
2. Residents shall store property only in their assigned storage areas. The Association assumes no responsibility for any damage to persons or property arising from the use of the storage facilities.
3. No personal property may be placed in or on any common sidewalks, driveways, entrances, hallways, stairways, storage areas, or passageways, except that, on each floor hallways may be decorated in any manner that is agreed upon by all unit owners on that floor, and that is in conformance with City safety codes and City recommended practices. 9/22/2009
4. Because the metal stairs and landings (the service areas) are also a fire escape, nothing shall be placed thereon. Furthermore, residents should be aware that it is against fire regulations to keep or store wooden or pressed logs in these areas. Firewood may be stored in the parking garage in designated areas.
5. No work of any kind shall be done upon the exterior of the building or upon the general or limited common areas by anyone without the written approval of the Association.
6. No one shall install any device or any wiring for electrical or telephone or any other purpose in a common area or on the exterior of the building; nor install any device, such as television or radio antennas, machinery, or air-conditioning units, on the exterior of the building; nor shall any similar devices or machinery that protrude through the walls, windows, or roofs of the building be constructed, except as may be expressly authorized in writing by the Association.

7. Residents shall exercise reasonable care to avoid making or permitting to be made, loud, disturbing, or objectionable noises and in playing or permitting to be played radios, television sets, amplifiers, or any other instruments or devices in such a manner as to disturb a resident in another unit.

To make a noise complaint:

Should it be necessary for you to make a noise complaint, notify the doorman on duty of the disturbance. Upon receiving the information, the doorman's procedure is as follows:

- a. The doorman will telephone the offending party to inform them he has received a noise complaint.
- b. The doorman will not reveal the name of the person who made the complaint.
- c. If the offending homeowner does not answer the phone, the doorman will verify the disturbance and enter the information into the doorman's log.

The doorman's confirmation may assist the board in determining if the Penalty Process should be initiated against the homeowner who was in violation of the House Rule.

Homeowners also have the option to call the police.

8. Disposition of garbage and trash shall be only by use of garbage disposal units outside the main building or by use of common trash and garbage facilities in the service areas of each floor.
9. All garbage shall be bagged and tied before being placed in the garbage cans in the service areas. Newspapers, cardboard, and non-glossy paper should be stacked separately either on the ledge under the electric meters or, if there is no ledge, on the floor. All metal cans and recyclable glass and plastic containers should be placed in the plastic pails that are provided on each floor.
10. Any damage to the common areas or common property caused by a resident or the child, pet, guest, or employee of a resident shall be repaired at the expense of that resident.
11. No resident shall display any sign visible from the exterior of any unit, nor place on or remove from the grounds plants of any description without the written consent of the Board.
12. Notices, posters, and pamphlets shall be placed only on the designated bulletin board across from the service elevator on the ground floor, except that a notice about a Board meeting may be placed on the shelf at the mirror beside the mailboxes.
13. No combustible materials are to be kept in the storage areas.
14. Each unit must have operational smoke detectors and a hand-held fire extinguisher.
15. Smoking is not permitted in the common areas of the Association.

VII. Storage Cages and Storage Rooms

1. The following regulations, which shall not be applied retroactively, distinguish between storage cages (of which there are 32 in the main building and nine in the garage) and storage rooms (of which there are seven in the main building).
2. Each unit is entitled to one free storage cage. A unit owner who rents his unit may allow the tenant to use the owner's cage.
3. A cage, like a parking space in the garage, does not attach permanently to a unit; therefore, when a unit is sold, the cage assigned to it may be changed.

4. The size of the cages in the building is ca. 30 sq. ft. each. In the garage, five cages measure between ca. 40 and 57 sq. ft. each (cages 2B, 4A, 4B, 4C, and 4D), one measures ca. 60 sq. ft. (2C), two measure ca. 84 sq. ft. each (2A and 3A), and one measures ca. 120 sq. ft. (3B). The size of the storage rooms is ca. 120 sq. ft. each. (Storage room 7, which by itself measures ca. 100 sq. ft., shall be considered to include also the small broom closet adjacent to the toilet room in the area of the storage cages.)
5. Because one of the 32 cages in the main building is permanently assigned to management, there are 31 cages in the building that can be assigned to units. Thus, five cages in the garage (2B, 4A, 4B, 4C, and 4D) must be assigned to units. That leaves four cages that may be rented.
6. When a unit changes ownership, its cage shall be reassigned by the Manager according to the following guidelines:
 - a. All unit owners shall be notified that the vacated cage is available.
 - b. Within a week of the notification any owner who wishes to transfer from his currently assigned cage to the vacated cage should submit a request to the Manager, who shall make the reassignment.
 - c. If the Manager receives a request from more than one owner, he shall give first preference to an owner who wishes to move from a cage in the garage to a cage in the main building; and he shall give second preference to the owner who has lived longest in the building.
7. The four rental cages shall be rented at a rate that corresponds to that of the storage rooms in the main building. Viz., cage 3B (120 sq. ft.) shall cost the same as a storage room; cages 2A and 3A (84 sq. ft. each) shall cost two-thirds the cost of a storage room; and cage 2C (60 sq. ft.) shall cost half the cost of a storage room. In case any of the five smaller cages (i.e., 2B, 4A, 4B, 4C, and 4D) is not regularly assigned to a unit but is available for rental, its cost shall be one-third the cost of a storage room. In the unlikely case that a cage in the main building is available for rental, its cost also shall be one-third the cost of a storage room.
8. The Manager shall notify all unit owners when a storage cage or room is available for rental. One week after the notification, the Manager shall rent the cage or room on a month-to-month basis according to the following guidelines:
 - a. First preference shall be given to an owner who is not currently renting a cage or room.
 - b. Second preference shall be given to the owner who has lived longest in the building.
 - c. Only an owner who is residing in the building may rent a cage or room. (If an owner rents his unit and moves from the building, he must vacate any cage or room that he is renting.)
9. Unit owners or their tenants using or renting cages or rooms do so at their own risk. Under no circumstances shall the Association be liable for any damage or loss whatsoever to anything stored in the cages or rooms. Residents and their tenants may wish to cover stored items in their individual homeowners' insurance policies.

VIII. Penalties

The penalties for non-compliance with the House Rules and Regulations are:

- First violation: Letter of warning
- Second violation: \$50.00 fine
- Third and continued violation: \$100.00 fine.

IX. Suggestions and Information in Case of an Emergency

1. On each floor there is a fire alarm that can be activated by a pull-down lever and there is a light that comes on when electric power fails. This emergency lighting lasts for about two hours.
2. A conventional fire extinguisher is located on each stairwell landing. To activate it, remember the word PASS:
 - P for 'Pull the tab'
 - A for 'Aim'
 - S for 'Squeeze' and
 - S for 'Sweep.'

There is also a water hose that can be activated by extending it to the fire, releasing the clip, and turning the wheel to start the flow of water and activate the nozzle.

3. Smoke alarms, emergency lighting, and a water system that can only be used by the fire department are located on the landings of the service stairwell.
4. The closet adjacent to the mailboxes has been designated for "Emergency and Medical Supplies" and is labeled as such. (The closet light is controlled by a short pull-down chain at the left inside closet wall.) Candles, matches, two bins of bandages, dressings, and other first aid tools and applications — as well as a crow bar, flashlights, batteries, blankets, and bottled water — are in this closet. Three pages of "Emergency Instructions" are on a shelf inside the closet. (The doorman's Emergency Binder, kept in the small "sign-in shelf-cabinet" at the building's entrance, also holds these instructions.)
5. In the case of a power outage, the lever used to manually operate the garage door is labeled and is kept on a shelf in the cupboard under the mailboxes.

X. General Information and Tips

1. The main door cannot be kept open for the convenience of movers unless an extra doorman is provided and paid for by the persons moving in or out of the building. Arrangement for an extra doorman may be made with the Head Doorman.
2. Because our sewer lines were laid out before the innovation of garbage disposal machines, water should be running well before a disposal is turned on and water should be left running at full force for a minute or so after a disposal has been turned off.
3. Reserve a time to use the laundry room equipment by filling in the available blanks on the schedule posted in the laundry room. A reserved time is held for 15 minutes, after which any resident may use the equipment.
4. Management schedules an annual fire drill as per the Oakland Fire Department requirement.

XI. Renovation and Remodeling of Units

1. For any renovation or remodeling involving plumbing, electrical, or other structural work, plans or specifications shall be submitted to Management for its review and approval prior to the commencement of construction. This is to ensure that the proposed work does not compromise the structural integrity of the building and is in conformity with the condominium's Declaration of Covenants, Conditions, and Restrictions. Management will in all cases consult and obtain the approval of a Board designee from the Architectural Committee. City building permits shall be obtained where required, and presented upon request to Management.

2. Where appropriate, when electrical work is undertaken, existing fuse boxes shall be replaced with circuit breaker panels. The Manager will enforce this provision.
3. When plumbing work is undertaken, isolation valves and check valves shall be installed immediately for every plumbing fixture replaced or reinstalled. A unit under remodeling may shutoff the water to the building, without charge, only once per renovated room with a maximum of three per renovation. The period of each shutoff shall not exceed four hours between 10 AM and 4 PM, Monday through Friday. Contractors must schedule water shutoffs with Management so that notice of at least 48 hours can be provided to all units. The Manager will enforce this provision.
4. When washer/dryers are installed, the clothes dryer shall be a “self-venting” model or equipped with a hose that will discretely, without protrusion, vent out a window. The installation of a non-self-venting dryer shall require written board approval. Clothes dryers shall not vent into the common area.
5. Any owner who does renovation work in his unit is responsible for insuring that all contractors and workmen are aware of and comply with the guidelines set forth in the document “Procedures for Contractors and Other Workmen When Remodeling Units”, which is available on request from the Manager.
6. An owner who does renovation or remodeling work in his unit is responsible for damages and cleaning of the common area, and will be charged at the prevailing rate for maintenance personnel for any cleaning or repair expenses.
7. The Common Area in the building includes roofs and windows that are part of any unit. Any improvement unique to a unit, such as glassed-in patio enclosures, is solely the responsibility of the owner.
8. An owner is required to maintain and repair his unit to protect the Common Area and the Board of Directors is authorized to compel performance at the owner’s expense. If at any time renovation or remodeling has been undertaken by the owner of a unit that subsequently necessitates maintenance or repair of the Common Area, such cost shall be the responsibility of the current owner.
9. An owner is responsible for communicating conditions in his/her unit that adversely affect the Common Area. Clear neglect or failure by the owner to report conditions that are detrimental to the Common Area will be a factor in the determination of any assigned maintenance or repair costs to the owner that would otherwise be the responsibility of the Association.
10. It is the responsibility of each owner to require that workers, especially those who do exterior window cleaning and maintenance, scrupulously comply with all local, state, and federal safety regulations.

XII. Open Houses and Move-ins and Move-outs

1. An open house may be held only on Sundays between 2 P.M. and 4 P.M.
2. It must be scheduled with the head doorman at least one week in advance. Only one open house per Sunday may be scheduled. No signs advertising the open house may be posted anywhere. A deposit of \$500 is required at the time of scheduling to cover the cost of any damage incurred to the common areas.

3. There must be two escorts in addition to the real estate agent showing the unit. The escorts shall be at the entrance of the building and at the exit of the unit so that no one goes in or out of the building without a personal escort.
4. All potential buyers must sign in, giving their address at the front desk, and present a picture ID.
5. A real estate agent may hold an open house during the week for other agents, who must leave their business cards with the doorman.
6. Any violation of these guidelines will result in an immediate termination of the agent's right to conduct an open house.
7. Moving is not allowed on the weekends. No exceptions will be made.
8. A moving date must be scheduled with the head doorman at least one week prior to the move.
9. When the move is scheduled, a deposit of \$500 must be given to the head doorman to cover the cost of any damage to the common areas. Movers must put a protective cover on the lobby floor, on the elevator floor and walls, and on the hall floor where the apartment is located.
10. It is the owners' responsibility to notify their purchaser about these rules prior to the sale of their apartment.
11. No unscheduled move will be permitted.

**PROCEDURES FOR CONTRACTORS
AND OTHER WORKMEN WHEN REMODELING UNITS**

1. The owner of a unit being remodeled shall provide to the Head Doorman and Management written lists naming the general contractor and all known sub-contractors.
2. Work may be performed only between 8 AM and 5 PM, Monday through Friday.
3. The unit owner shall be liable for any damage to the common area caused by the contractor.
4. Unless authorized by Management, the contractor shall use only the service elevator. Protective padding on walls and floor shall be used when appropriate.
5. All common-area carpeting from the unit to the service elevator shall be protected when appropriate.
6. The contractor shall remove all protective padding and clean the service elevator at the end of each day. If more than one contractor is working in the building, the contractors may make arrangements between themselves to clean the service elevator.
7. All common areas shall be kept free from construction materials and debris at all times.
8. When plumbing work is undertaken, isolation valves and check valves shall be installed immediately for every plumbing fixture replaced or reinstalled. A unit under remodeling may shut off the water to the building, without charge, only once per renovated room with a maximum of three per renovation. The period of each shutoff shall not exceed four hours between 10 AM and 4 PM, Monday through Friday. Contractors must schedule water shutoffs with Management so that notice of at least 48 hours can be provided to all units. The Management will enforce this provision. Revised 8/31/2010 9.
9. Contractors may park in the courtyard only while loading and unloading their vehicles. Otherwise, they must park on the street. Another option is for the homeowner to pay \$7.50 per day per truck at the doorman's discretion, to park in the courtyard. 6/23/2020
10. Keys to the outside door shall be kept in the possession only of unit owners and tenants.
11. Because toxic fumes can intrude into the common areas and neighboring units, painting, refinishing floors, and similar projects shall require that the windows be open during the project. All windows shall remain open after the workers leave to encourage rapid dissipation of chemical odors.

These Procedures were approved at the Board of Directors' meeting on July 28, 2009.

See also Part XI. Renovation and Remodeling of Units in the House Rules and Regulations

PROCEDURES FOR PLUMBING PROBLEMS

When any plumbing problem occurs in the building, it is necessary that there be coordination and cooperation between homeowners and management as well as unit access. To prevent or mitigate a multiple unit crisis due to a plumbing problem, it is necessary that all homeowners adhere to the following:

1. All plumbing problems and/or plumbing emergencies must be reported to Management by either the homeowner or the homeowner's contractor. Homeowners may not contact AWHs or any other preferred vendor directly about plumbing problems. Nor should one contact a board member for assistance — in all cases, he or she will refer you to Management.

FOR PLUMBING PROBLEMS CONTACT:

Common Interest Management: 925-743-3080

2. Management will respond to your call, determine the appropriate preferred vendor to diagnose the problem, schedule a repair, and work to assure that all efforts are made to keep water intrusion into neighboring units to a minimum.
3. Homeowners are required to provide the doorman with a complete set of keys to both their units and their storage areas. These keys will be kept in the doorman's lockbox. They may be needed during plumbing emergencies.
4. In the case of scheduled repairs, the owners of units or storage areas that may need to be checked for collateral water damage will be notified. In the case of water emergencies, notification will be made as the situation determines. In all cases, sensitivity and care in regards to pets, personal property, and homeowner privacy will be exercised by the technician(s) involved in the repair.
5. Charges for drain line snaking within an apartment's confines will appear on your monthly statement; the HOA will pay for drain line snaking within the building's common area walls.

Although plumbing problems are the reality in high-rise buildings with aging infrastructures, please know that Management is committed to working closely with our preferred vendors with the goal of prompt and thorough results and homeowner satisfaction.

These Procedures were approved at the Board of Directors' meeting on July 31, 2012