

THE LINDBROOK ASSOCIATION
5420-5440 Lindley Avenue Encino,
CA 91316 (Revised 11/19/19)

STANDING RULES

Aug 26, 1974; Additions: Aug. 30, 1976; Revised: Sept. 19, 2002; Additions: Jan. 19, 2006, Aug. 24, 2007, Nov. 5, 2007, Revised & Additions: April 3, 2009

The following Standing Rules are established in order to provide for the continuing pleasure, comfort and security of all Owners (hereinafter referred to as "*Members*") and or Tenants of The Lindbrook Association (hereinafter referred to as "*Association*") and their guests.

1. ALTERATIONS

Members shall not make any alterations, additions or modifications to the balcony or patio area appurtenance thereto, or change in the exterior structure of any Unit without first obtaining written approval from the Board of Directors and the Architectural Committee of the Association. Any resulting damage to the structure or the surrounding Units is the responsibility of the Member making such changes.

2. REPAIRS

In the event any exterior door, window or the glass thereon in any Unit is broken, it shall be the duty of the Member to immediately repair the door or window or to replace the glass.

3. ALLEY AND DRIVEWAY PARKING

There shall be no parking of automobiles and other motor driven vehicles, including large containers, on or in the alleys and driveways (common areas) providing access to the Association's Condominiums, Townhouses, and premises. No repairs or washing of any automobile or other motor driven vehicle shall be made while it is parked on any of said private drives or owners private parking area, except in the case of strict emergency with the approval of the Board.

The Association shall have the authority to tow away or fine any vehicle parked in violation of the above restrictions, whether said vehicle belongs to a Member, a member of the family or to relatives, guests or invitees of any Member.

4. SECURITY DOORS, GATES AND MECHANISMS

All security doors and gates for the use of persons walking into or out of the premises must be kept closed and locked at all times. All persons are prohibited from using stops, stones, or articles of any kind to keep said doors and/or gates open or to prevent their closing without prior written permission and consent of the Association or its Managing Agent.

- A.** Tampering with or adjusting any of the mechanisms or timing devices of any entrance or exit door or gate is prohibited.
- B.** All Members or members of their families shall enter the Association premises by the use of a security key or remote control device and shall not, under any circumstances, attempt to force any door or gate open by any means whatsoever.
- C.** Any person(s) breaking or damaging any of the doors, gates or the electronic equipment attached thereto which operates any door or gate shall be responsible for the cost of repair or replacing the damaged door, gate or equipment. All Members are responsible for the acts of their immediate family members, children, other relatives, guests or invitees in this respect.

5. AUCTION

No auction sales of any nature or what are commonly described as "Garage Sales" are permitted anywhere on or in the Association's premises, inclusive of the interior of any Unit or any common area.

6. COMMON AREAS

Use of Common Areas; Hiring of a Plumber or Electrician; No Smoking

A. Use of Common Area

The common areas shall not be obstructed or used for any purpose other than ingress or egress from the Units or for the appropriate use designated. Accordingly, there will be no riding of two or three wheeled cycles, skateboards, roller skates/blades, scooters (manual or electric), or similar forms of conveyance on common area sidewalks, in the Condominium garage, driveways, and in and around the swimming pool areas. Any activity, which may cause damage to grass, trees or planted areas, is prohibited. Throwing or kicking of balls or any object of any kind against the walls of any Unit or building and playing ball in the alleys and driveways of the Association's premises is prohibited. There

Shall be no *running* on or in walkways or any of the common areas. Children shall not be permitted to loiter or play on the stairways, in the recreation room or in the halls or any other similar common area. Shopping carts may not be left in hallways, stairwells, elevators or driveway. Return shopping carts to the garage area near the elevators after use. Tampering with or adjusting sprinkler heads or any other devices on the premises are prohibited. The throwing or dropping of cigarettes and cigars (either whole or as butts), matches, papers and other trash anywhere on the premises are prohibited.

B. Hiring of a Plumber or Electrician

When a Member has to hire a plumber or an electrician to perform work that will require shutting off "service" to other than the Member's Unit (i.e., tuning off the water to the entire complex), or to perform any work within the common area of the Association, they must first obtain permission from the Board of Directors. The Board of Directors stipulates that only the Association's authorized plumbers or electricians may be used for such work. If a Member needs work performed within their Unit, they may hire any plumber or electrician they choose, provided that said plumber or electrician is currently licensed in their specialty and maintains current liability insurance.

C. No Smoking Within The Condominium Corridors, All Elevator Areas, Entry Areas and Stairwells

Members are prohibited from engaging in any activity that interferes with another Member's peace and well being, including smoking. Second hand smoke has been proven to be a cancer-causing agent and is generally accepted by the public as a significant annoyance. Therefore, any Member found to be smoking or to have smoked in the Condominium corridors, elevators and adjacent areas, entry areas, stairwells, pool and Jacuzzi areas, bathroom and sauna shall be fined pursuant to the provisions of Section 15, Enforcement of Standing Rules, of this document.

7. NOISES

No Member shall make or permit to be made, at any time of the day or night, any unduly loud or disturbing noises (including loud radios, stereos, other equipment or machines; or noise associated with "parties") in his or her Unit or Townhouse, in the swimming pool area, the recreation room, or any of the common areas, by themselves, their family, or their guests, nor permit anything to be done by any such person that will interfere with the rights, comforts, and convenience of other Members. Any noise from work being

Done or movement of furniture within the Condominium Units shall be limited to the hours between 8:00 a.m. and 7:00 p.m. on weekdays and between 9:00 a.m. and 2:00 p.m. on Saturdays. No work is permitted on Sundays.

Ordinance No. 144331 of the City of Los Angeles makes it unlawful to use or operate any radio, musical instrument, television receiver, machine, or device for producing or reproducing sound between 10:00 p.m. and 7:00 a.m. in such a manner as to disturb neighborhood residents. This prohibition also applies within Condominiums and Townhouses.

8. NOTICES

All complaints and requests shall be made only to the Association's Management Agent, who will notify the appropriate parties. Members shall also give immediate notice to the Management Agent of any accident or injury occurring on the premises, and any damage to the exterior or roof of the buildings.

9. PETS

Pursuant to Article VII, Section 7.5 of the C.O & R's, all Members allowing their pet(s) to soil any area of the common areas (plants, walkways, grassy areas, etc.) shall be fined pursuant to the provisions of Section 15, Enforcement of Standing Rules, of this document.

10. FLOWERPOTS, RUGS and SHADES

Placing of flowerpots or any floral container on a balcony ledge, patio or windowsill on any unit above the first floor creates an unacceptable risk of injury to persons passing below and is prohibited. Flower containers may be hung from the ceiling of any balcony, patio or porch (except for those third floor balconies which have very high ceilings) if installed with large and adequate metal hooks, suspended from heavy metal chains and recessed so the bottom of such are within the inside of the balcony, patio or porch area of the Member's unit. Nothing shall be added to or hung from windows, balconies, patios or porches, nor shall anything be shaken or beaten from balconies, patios or porches. Hose bibs are not allowed on Condominium patios or balconies.

No Member shall install any awnings, sunshades and/or make other installations visible from the exterior of any Unit without written approval of both the Board of Directors and the Architectural Committee.

11. SIGNS

Members may not affix any signs in, upon or about the premises without the express approval of the Board of Directors. Members shall not display their name in any place in the common area, other than on the mailbox provided for each residence. No other names (i.e., that of a "business" of a Member) shall be permitted on mailboxes.

The use, distribution, or placing of notices, cards, written memoranda of any kind or offering any item for sale on or near mailboxes or any place in the common area (except in such areas as specifically established for this purpose) is also prohibited. If a Member's Unit is placed on the market for sale or lease (leases must be approved by the Board of Directors pursuant to Article III of the C C & R's and Section 14-I, General Rules, of this document), the Members must instruct their broker to have signs made that match the color and size of those in front of the building. Installation is to be on the signpost in front of the building, which has been provided for this purpose by the Association. No other signs will be permitted in any of the common areas, including realtors "Open House" signs and flags.

12. SWEEPINGS

No Member shall sweep or permit to be swept or throw from any Unit including any patio, balcony, window or doorway, any dirt or other substance or debris upon any part of the common area or upon the Unit of any other Member.

13. USE OF POOL, RECREATION ROOM AND OTHER RECREATION AREAS

It is understood that any Member may use the swimming pool on the premises and any recreation facilities so provided, individually or together with other Members, there being no reservations required. However, each Member by the use of said facilities shall be deemed to have agreed to and has assumed all risks of personal injury and/or property damage that may result from such use by the Member or the member's family, guests and invitees. The recreation room shall not be used for profitable purposes and shall be subject to a refundable damage deposit of \$100.00. There shall also be a \$40.00 user fee for the use of the recreation room by non-owner tenants.

A. POOL HOURS:

- 1) Pool and Jacuzzi hours are from 8:00 a.m. to 10:00 p.m. daily.

- 2) Children below the age of **14** are not permitted in the pool, **unless accompanied by adult (over 21 years of age) supervision at all times.**
- 3) Children below the age of **14** are not permitted in the Jacuzzi, **unless accompanied by adult (over 21 years of age) supervision at all times.**

B. POOL, JACUZZI, AND SAUNA RULES:

- 1) Glassware, bottles, cans and eating are prohibited in these areas.
- 2) After using suntan lotions or oil, individuals shall shower before using the pool or Jacuzzi. Showers are located in the rest rooms adjacent to the pool.
- 3) Hair shoulder length or longer, must be tied back. Hairpins, bobby pins or metal hair fasteners of any kind are not permitted.
- 4) Unreasonable noise, water games or other offensive activities are prohibited. This includes throwing balls, Frisbees, coins or any other objects. Radio volume must be kept low.
- 5) Rafts and/or floats are prohibited in the pool or Jacuzzi.
- 6) Bathing suits must be worn at all times by infants, children and adults while in the pool, Jacuzzi or pool area. Cut off jeans, shorts, regular clothing or under garments are prohibited. Nudity is prohibited in the pool, Jacuzzi and pool area.
- 7) Lounges, chairs and other furniture or equipment may not be removed from pool area, nor may they be thrown into the pool or Jacuzzi. If this occurs, a fine will be levied.
- 8) No Member may have more than four guests, including nonresident family, on weekends or weekdays without written permission from the Board of Directors for the use of the pool, Jacuzzi, sauna or common areas. The Member must accompany all guests at all times.
- 9) No running in pool or Jacuzzi areas.
- 10) No diving or jumping in pool or Jacuzzi.
- 11) Persons in wet bathing suits or other wet clothing are not allowed in the recreation room.
- 12) All animals are prohibited in the pool, Jacuzzi, Sauna and adjacent common areas.
- 13) Gates to the pool area must be kept closed and locked at all times.

14. GENERAL RULES

- A. All Members of Condominium units shall park only in assigned spaces in the garage building. Use of any other parking space in said garage shall be by written consent of the Member entitled to use and occupy that space. All others may be towed at the owner's expense.
- B. The entire floor of the Condominium garage shall be used solely for parking automobiles, SUV's, passenger vans, light-duty trucks. Disability wheel chairs may stay for short periods of time: The placing, keeping or storing of any other type of vehicle or conveyance (i.e., boats, trailers, etc.) and items, including but limited to., trunks, suitcases, boxes, barrels, tires,

Wheels, bicycles, either on the floor, in front of or along side of a parking space, or in any other space, part, or area of said garage is prohibited. Washing of vehicles in the garage area, or any common area of the Association's premises, is also prohibited.

- C.** Emergency vehicles, such as ambulances, tow trucks, fire, police and municipal vehicles shall be allowed through the electronic gates and afforded access to any of the alleys, private driveways or in the underground garage areas of the Association's premises.
- D.** Any person damaging or breaking any equipment shall immediately notify the Association or Management Agent, and such person shall be responsible for making payment for all required repairs or the replacement of damaged equipment.
- E.** No person, other than authorized representatives of the Association or its Management Agent, shall at any time tamper with, attempt to adjust or change the settings of any of the thermostats, motors, time clocks or any mechanisms on the Association's premises.
- F.** Use of open flame cooking devices:

Due to the high risk of fire ignition and resultant smoke damage, the CA Fire Code Section 308.1.4 and the Los Angeles Fire Department requires that open flame barbecues be prohibited from use in the multi-tenant residential buildings.

Accordingly, all Members, members of their family or any of their tenants, guests, servants, employees or invitees, living, visiting, or working within the Condominium building at 5440 Lindley Avenue shall be prohibited from using any type of open flames barbecue (gas, butane, charcoal, wood or any other flammable product) within or upon any Unit's patio, balcony or common area.

Further, all Members, members of their family or any of their tenants, guests, servants, employees or invitees, living, visiting, or working within the Townhouses at 5420 Lindley Avenue shall be prohibited from using any type of open flame barbecue (gas, butane, charcoal, wood or any other flammable product) inside of the building, or closer than 10 feet from any combustible construction.

Notwithstanding a provision above, all Members, members of their family or any of their tenants, guests, servants, employees or invitees, living, visiting, or working within the Townhouses at 5420 Lindley Avenue may use small consumer LP-gas cooking devices having

LP-gas container with a water capacity not greater than 2-1/2 pounds [nominal 1 pound (0.454 kg) LP-gas capacity] in their open area patios only if the barbecue is not near the units building wall, under the overhanging bay windows (must be close to the gate low wall to the patio from the common area walkway). The Members shall not use the area outside of their garage.

The use of electric grills and griddles is allowed.

- G.** A \$500.00 refundable move-in and/or move-out deposit shall be required of all Members of the Condominium Units or Townhouses to insure against physical damage to the common areas, including, but not limited to, doorways, windows, walls, ceilings, lighting fixtures, carpeting, walkways, elevators, brick steps, other common area landscaping. If damage exceeds the \$500.00 deposit, the Member shall be invoiced for the remaining balance.

Mitigating measures must be utilized to avoid damage to common areas during move-in, move-out, or for the delivery of furniture, appliances, or other large items. Such measures include, but are not limited to, the placement of plywood or other heavy material over brick steps and walkways, the use of equipment/furniture dollies, and other appropriate moving equipment.

When using the elevators in the Condominium building for a move-in, move-out, or for the delivery of furniture, appliances, etc., the Member shall provide a written request to the Board of Directors and the current Management Agent for the use of the Associations' elevator pads. This request must be received a minimum of four (4) working days prior to the scheduled move or delivery date. Failure to provide a written request within this time frame shall result in a \$300.00 fine to the Member. This fine shall be applicable on a per occurrence basis.

- H.** If a Member wishes to lease/rent their Unit, the Member must obtain prior approval from the Board of Directors. Such approval is required pursuant to Article III, Section 3.5 of the Association's C C & R's, which limits the number of Units available for lease/rent to 25% of all residences. Failure to obtain approval from the Board of Directors shall result in a fine of \$100.00 per day to the Member, for each day that a Unit is occupied by an unapproved lessee/renter. Additionally, the Member may be held responsible for the relocation cost of their lessee/renter.

Once twenty-five percent (25%) of the Condominium and/or Townhouse Units have been leased/rented, a waiting list shall be established to determine eligibility for future Members to lease/rent their Units.

- I.** Members shall be held responsible for the acts of their families, guests and invitees as respects any violations of the Standing Rules of the Association.

15. ENFORCEMENT OF STANDING RULES

Each and all of the foregoing Rules were adopted and shall be enforced pursuant to and in conformity with the Declaration of Covenants, Conditions, Restrictions and Reservations and the By-Laws of and for the Association.

The "initial" violation of any of these rules shall initiate a written warning from the Management Agent on behalf of the Board of Directors. Subsequent

Violations shall warrant the Board of Directors to impose fines as follows:

| | |
|----------------------|--------------------------------------|
| \$ 50.00 to \$100.00 | Second violation of the same offence |
| \$150.00 to \$250.00 | Third violation of the same offence |
| \$300.00 to \$500.00 | Fourth violation of the same offence |

For continuing violations of the same offence, the Board of Directors may assess an additional fine for each day such violations exist, commencing from the date the initial violation occurred.

Fines not paid within the prescribed time shall be assessed a 10% late fee.

16. AMENDMENTS

These Standing Rules may be changed or modified by the Board of Directors of the Association as provided in the By Laws and Declaration of Covenants, Conditions and Restrictions of the Association.

These rules and regulations apply to Homeowners and
Tenants alike.



THE LINDBROOK HOMEOWNERS ASSOCIATION 5420-5440
Lindley Avenue Encino, Ca 91316-1927

STANDING RULES

Aug. 26, 1974, Additions: Aug. 30, 1976
Revised: Sept. 19, 2002, Jan. 19, 2006, Aug. 24, 2007, Nov. 5, 2007

The following Standing Rules are established in order to provide for the continued pleasure, comfort and security of all members (Members") of the Lindbrook Association (Association") and their guests

1. ALTERATIONS

Members (homeowners and renters) shall not make any alterations, additions or modifications to the balcony or patio area appurtenant thereto, or change in the external structure of any Unit without first obtaining written approval therefore from the Board of Directors and the Architectural Committee of the Association. Any resulting damage to the structure or the surrounding Units is the responsibility of the Owner making such change.

2. REPAIRS

In the event any exterior door, window or the glass thereof in any Unit is broken, it shall be the duty of the owner to immediately repair the window or to replace the glass.

3. ALLEY AND DRIVEWAY PARKING

There shall be no parking of automobiles and other motor driven vehicles including large containers on or in the alleys and driveways, (common areas) providing access to the Lindbrook Condominiums, Townhouses, and premises. No repairs or washing of any automobile or other motor driven vehicle shall be made while it is parked on any of said private drives or owners private parking area, except in the case of strict emergency with the approval of the Board.

The Association shall have the authority to tow away and/or fine any vehicle parked in violation of the above restrictions, whether said vehicle belongs to an owner or a member of the family or to relatives, guests or invitees of any owner.

4. SECURITY GATES AND MECHANISMS

All gates for the use of persons walking into or out of the premises must be kept closed and locked at all times. All persons are prohibited from using stops, stones, or articles of any kind to keep said doors open or to prevent their self closing without prior written permission and consent of The Association or its Managing agent.

- A. Tampering with or adjusting any of the mechanisms or timing devices of any entrances, exit doors or gates are prohibited.
- B. All Owners or members of their families shall enter The Lindbrook premises by the use of a security key or remote control, and shall not under any circumstances attempt to force any door or gate open by any means whatsoever.
- C. Any person(s) breaking or damaging any of the doors, gates, or the electronic equipment attached thereto which operates any door or gate shall be responsible for the cost of repair or replacing the damaged door, gate or equipment. All Owners are responsible for the acts of their immediate family members, children, other relatives, guests or invitees in this respect.

5. AUCTION

No auction sales of any nature, or what are commonly described as "Garage Sales", are permitted anywhere on or in The Lindbrook Premises (interior of Units or Common Areas).

6. COMMON AREAS

The common areas shall not be obstructed or used for any purpose other than ingress or egress from the Units or for the appropriate recreational use designated. In that connection there will be no riding of two or three wheeled cycles, skateboards, roller skates/blades or electric scooters or similar forms of conveyance on common area sidewalks, the condominium garage, driveways and swimming pool areas. Any activity which may cause damage to grass, trees or planted areas, or otherwise detract from the general appearance of the common area is not permitted. Throwing or kicking of balls or any object of any kind against the walls of any unit or building and playing ball in the alleys and driveways of The Lindbrook premises is prohibited. There shall be no running on or in walkways or any of the common areas. Children shall not be permitted to loiter or play on the stairways, recreation room or in the halls or any other similar common area. Shopping carts may not be left in hallways, elevators, or driveway. Return them to the garage area near the elevators after use. Tampering with or adjusting sprinkler heads or any other timing devices on the premises is

Prohibited. Trash, papers, throwing or dropping of cigarettes and cigars butts, matches, anywhere on the premises is prohibited. Such articles must be placed in the proper receptacles. No smoking in elevators, condominium corridors or within the common areas of the condominium building.

7. NOISES

No member shall make or permit to be made at any time of the day or night any unduly loud or disturbing noises (including loud radios, stereos or parties) in his or her Unit or Townhouse, swimming pool area, recreation room, or any of the common areas, by himself, his family or his guests, nor do or permit anything to be done by any such persons that will interfere with the rights, comfort or convenience of other members. Any noise from work being done or movement of furniture within the Condominium Units shall be limited to between 8:00AM and 7:00PM weekdays and 9:00AM and 2:00PM on a Saturday and no work permitted on Sunday.

Ordinance No. 144331 of the City of Los Angeles makes it unlawful to use or operate any radio, musical instrument, television receiver, machine, or device for producing or reproducing sound between 10:00 pm and 7:00 am in such a manner as to disturb neighboring residents. This applies too Condominiums and Townhouses.

8. NOTICES

All complaints and requests shall be made only to the Management agent, who will notify the appropriate parties. Members shall also give immediate notice to the Management agent of any damage to the exterior or roof of the building and any accident or injury occurring on the premises.

9. PETS

As governed by Article 7.5 of the C.C. &R.'s, all owners allowing their pet(s) to soil any area of the common areas (plants, walkways or grassy areas) will be fined. See Section #16 below for the schedule of fines.

10. FLOWERPOTS, RUGS and SUNSHADES

Placing of flowerpots or any floral container on a balcony ledge, patio or windowsill or any unit above the first floor creates an unacceptable risk of injuries to persons passing below and is prohibited. Flower containers may be hung from the ceiling of any balcony, patio or porch except those third floor balcony which have very high ceilings, if installed with large and adequate metal hooks, suspended from heavy metal chains, and recessed so that the bottoms of such are within the inside of the balcony, patio or porch area.

Nothing shall be added or hung from windows, balcony, patios or porches, nor shall anything be shaken or beaten. No hose bibs are allowed in Condominium balconies.

No owner shall install any awning, sunshades and other installations visible from the exterior of any Unit without the prior written approval of both The Board or Directors and The Architectural Committee of the Association.

11. SIGNS

Members may not put any signs in, upon or about the project without the express approval of The Board of Directors. Members shall not put their names in any place in the common area except on the mailbox provided for use of the Units occupied by them respectively. No other names (i.e., Businesses, etc.) shall be permitted on mailboxes other than Owners or Tenants of any Unit. The use, distribution, or placing of notices, cards, written memoranda of any kind or offering any items for sale on or near mail boxes or any place in the common area is also prohibited. If you place your Unit on the market for sale or lease, instruct your broker to have signs made that matches the color and size of those in front of the building. Installation is to be on the signpost in front of the building which has been provided for this purpose by The Association. No other signs will be permitted on any of the common areas, including realtors Open House signs and flags.

If you intend to lease your Unit, you must verify with The Board prior to leasing your Unit or Townhouse that the maximum percentage for leasing has not been reached. If you lease your Unit and do not verify that the lease percentage has already been reached, you will be in violation and must have your tenant move. At a minimum, you may be responsible for the cost of your tenant's moving expenses. In addition you will be fined \$100.00 per day until the renter has moved out.

12. SWEEPINGS

No member shall sweep or permit to be swept or thrown from any Unit including any patio, balcony, window or doorway, any dirt or other substance or any part of the common area or on or upon the Unit of any other member.

13. USE OF POOL, RECREATION ROOM AND OTHER RECREATION AREAS

It is understood that any member may use the swimming pool on the Premises and any recreation facilities so provided, individually or together with other members, there being no reservations permitted. However, each member by the use of said facilities shall be deemed to have agreed to and has assumed all risk of personal injury or property damage that may result from such use by the member or the member's family, guests and invitees. Recreation room shall not be used for profitable purposes and shall be subject to a refundable damage deposit of \$100.00. There shall be a nonrefundable charge of a \$40.00 cleaning fee.

A. POOL HOURS:

- 1) Pool and Jacuzzi hours are from 8:00 am to 10:00 pm**
- 2) No children under 14 are permitted in the pool without parental supervision in attendance.**
- 3) No children under 14 are allowed in the Jacuzzi in without parental supervision in attendance.**

B. POOL, JACUZZI AND SAUNA RULES:

- 1) Glassware, bottles, cans or eating are not permitted in these areas.**
- 2) After using oil or suntan lotions, shower before using pool or Jacuzzi.**
- 3) Hair shoulder length or longer, must be tied back. Hairpins, bobby pins or metal hair fasteners of any kind are not permitted.**
- 4) Unreasonable noise, water games or other offensive activity are not permitted. This includes throwing balls, Frisbees, coins or any other objects. Radio volume must be kept low.**
- 5) No rafts or floats in the pool.**
- 6) Bathing suits must be worn at all times by infants, children and adults while in the pool or Jacuzzi. Cut off jeans, shorts, regular street clothing, or undergarments are prohibited. Nudity is prohibited in the pool and/or Jacuzzi**
- 7) Lounges, chairs or other furniture or equipment may not be removed from pool area, nor may they be thrown into the pool or Jacuzzi.**

- 8) No resident may have more than four guests including nonresident family on week ends or more than four guests including non-resident family during week days without prior written permission of The Association for the use of the pool, Jacuzzi, sauna or common area. A resident must accompany all guests.
- 9) No running in pool area.
- 10) No diving or jumping into pool.
- 11) Persons in wet bathing suits or other wet clothing are not allowed in recreation room.
- 12) No animals in pool Common Area.
- 13) Gates to pool area must be kept closed and locked at all times.

14. GENERAL RULES

- A. All owners of Condominium Units shall park only in assigned spaces in the garage building. Use of any other parking spaces in said garage shall be permitted only with written consent of the owner entitled to use and occupancy thereof; all others may be towed at owner's expense.
- B. The entire floor area of the underground garage shall be used solely for parking of automobiles. Placing, keeping or storing of any trunks, suitcases, boxes, barrels, tires, wheels, bicycles or containers of any kind on the floor in front of a parking space or in any other space, part or area of said garage other than in storage cabinets provided and assigned to each owner are prohibited. No washing of automobiles in garage areas or any common areas.
- C. Trucks of any kind and description, except emergency vehicles, such as ambulances, tow trucks, fire, police and like municipal units shall not be allowed through the electronic gates for or upon any of the alleys, private driveways or in the underground garage areas of The Lindbrook premises for any purpose.
- D. Any person damaging or breaking any equipment shall immediately notify The Association or Managing Agent, and make payment for repairs or replacing the same.

- E.** No persons other than authorized employees and Agent of the Association or its Managing Agent shall at any time tamper with, attempt to adjust or change the settings of any of the thermostats, motors, time clocks or any mechanisms.
- F.** All owners, members of his or her family or any of his or her tenants, guests, servants, employees or invitees, living, visiting, or working within the condominium building at 5440 Lindley Avenue will not be permitted to use any type of open fire barbeque (gas, butane, charcoal, wood or any other flammable product) within any Units patio, balcony or common area.

The condominium balconies or patios are too enclosed and the probability of a fire is very possible, not to mention the smoke entering other Units through windows. The Los Angeles Fire Department recommends this policy.

All owners, members of his or her family or any of his or her tenants, guests, servants, employees or invitees, living, visiting or working within the townhouses at 5420 Lindley Avenue may use an open barbeque in their open area patios only if the barbeque is not near the units building wall, under the overhanging bay windows (must be close to the gate low wall to the patio from the common area walk) you may also use the area outside your parking garage but away from your gas meters.

- G.** All owners within the condominium building must contact Ross Morgan or The Board if the owner or tenant is moving in or out or having any type of furniture delivered to or from a unit prior to the move, in order for elevator pads to be hung. If the pads are not requested and the move occurs, there will be a fine of \$300 for each occurrence.
- H.** Owners shall be held responsible for the acts of their families, guests and invitees or tenants in respect to any violation of these General Rules.

- I. Once twenty five percent (25%) condominium rentals have been reached, a waiting list shall be established. Any Owner renting their unit without contacting The Board will be required to have their renters vacate that unit, or a fine of \$100.00 per day may be assessed that Owner.

15. AMENDMENTS

These standing rules may be changed or modified only by The Board of Directors of The Lindbrook Association as provided in The By-Laws of the Association and the Declaration of Covenants, Conditions, Restrictions and Reservations for The Lindbrook Association.

16. REQUIREMENTS OF COMPLIANCE WITH THE ENFORCMENT OF STANDING RULES

Each and all of the forgoing Rules were adopted and shall be enforced Pursuant to and in conformity with The Declaration of Covenants, Conditions, Restrictions and Reservations and the By-Laws of and for The Lindbrook Association.

Violation of any of these rules shall initiate a written warning from the Board. Subsequent violations shall warrant the Board to impose fines as follows:

| | |
|----------------------|---------------------------------------|
| \$50.00 to \$100.00 | Second violation of the same offense |
| \$100.00 to \$250.00 | Third violation of same the offense |
| \$300.00 to \$500.00 | Fourth violations of the same offense |

For continuing violations of the same offense the Board may assess an additional fine for each day such violation exists, commencing from the date the initial violation occurred.

Fines not paid within the prescribed time shall be assessed a 10% late fee _____

THESE RULES AND REGULATIONS APPLY TO HOMEOWNERS AND TENANTS ALIKE.