

NORTHRIDGE GARDENS HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS,
ENFORCEMENT PROCEDURES AND
FINE SCHEDULE

Effective Date: 07-09-09

The Declaration of Covenants, Conditions and Restrictions of Northridge Gardens Homeowners Association gives the Board of Directors the authority to establish Rules and Regulations pertaining to the use of the common area, the personal conduct of all residents and guests, to enforce the CC&Rs and Rules and Regulations, and to impose fines and other discipline for violations of the CC&Rs and Rules and Regulations.

The enclosed Notice and Hearing Procedures for Disciplinary Proceedings have been developed with the assistance of the Association's legal counsel to comply with due process requirements. The Board of Directors has adopted these procedures.

It is your responsibility to make sure that your family members, tenants, and guests are familiar with and comply with the CC&Rs and Rules and Regulations of the Association. Failure to comply will result in a written warning (for the first offense) and a hearing and the imposition of fines (for subsequent offenses). The Association may also go to Court to obtain an injunction preventing further violations and the reimbursement of its legal fees.

The intent behind the Rules and Regulations is to provide an atmosphere, which will allow all residents to enjoy their homes. The Board reserves the right to modify the Rules and Regulations and Fine Schedule as necessary.

The Board and committee has revised and updated our homeowner rules and regulations. We have kept in mind that our homeowner population is a diverse group. Our objective is to keep an open environment with no personal intrusions by our neighbors.

We hope that our population will maintain a sense of fairness, thoughtfulness, and consideration so that we can all live together in a comfortable, pleasant atmosphere.

While we have given a great deal of attention to individual needs and desire, we nevertheless had to balance it with the needs and desires of the greater majority. Your cooperation will be appreciated by all.

General Rules

All homeowners and tenants are bound by the Association CC&R's, rules and regulations and the bylaws.

All interpretations of these documents shall be made by the Board of Directors and are final.

Each unit owner shall be required to notify the Board, or its agent, in writing of any transfer or change of residents in a unit. They are also responsible for providing the rules and regulations and the pool and tennis court gate key to their tenants and/or resident guests.

Covering windows with metal foil is prohibited.

No individual is permitted on any roofs, walls or fences.

An adult resident must accompany guests using the common area facilities at all times. When requested by a resident, individuals must verify their right to use facilities by giving their names and unit numbers.

The Board must approve garage sales one month in advance.

Common area keys will be exchanged for \$7.00 when broken or defective. If the key is lost, stolen or misplaced, etc. the fee is \$100. When the sale of a unit occurs, it is the responsibility of the seller to transfer the key to the buyer.

Garbage and recycle containers are placed for trash pick-up after 6 P.M on Sunday. They must be returned to storage by 6 P.M. on Monday.

Discarded furniture, large boxes, and other household items may not be placed in common area alleys for pick-up longer than 24 hours it is prohibited to place refrigerators in the alleys for pick-up because they are a safety hazard.

Small cardboard boxes must be placed in recycle bins. Large cardboard boxes must be cut apart and placed in recycle bins.

Satellite dishes are permitted to be installed, but they must be within the air space of your rear yard. They can not be mounted to the roof.

Littering is not permitted in the common areas which include cigarette butts.

No washing of vehicles in the complex.

Music

Whether from live performers or an electronic device, such as a radio, a violation may exist if music can be heard beyond 150 feet or if its volume exceeds the ambient (background) by 5 decibels. An LAPD rule of thumb: If you can hear it beyond your property line, this is a violation.

Activities that produce loud noise that is easily audible beyond an individual unit should be restricted to weekdays between the hours of 8am and 6pm and weekends from 9am to 4pm. The hours between 10pm and 6am should be considered "quiet time."

Northridge Gardens

Pool and Kitchen Area Rules and Regulations

Pool hours begin at 8am and end at 10pm when it must be vacated. No lifeguard is on duty at any time. Residents assume full responsibility for themselves, their children and their guests.

1. Children 14 and under must be accompanied and supervised closely at all times by an adult. This "accompanying" adult must be on "lifeguard duty" and cannot leave or indulge in any other activity while on "duty" when children are in the pool area. Each supervising adult is restricted to the care of three (3) children.
2. Noise should be kept at a reasonable level in respect for those living close to the pool. Refer to Noise Violations - Los Angeles Police Department
3. Restrooms are not play areas and can be damaged quite easily. Please use all equipment and furnishings with care.
4. Hairpins, jewelry or oily lotions should not be used while in the pool, to minimize costly repairs to pool equipment.
5. Individuals with long hair are requested to use bathing caps.
6. Glass containers are not permitted in the pool area. Please keep the area free of litter. Use the trash bin. Newspapers fill the bin, please take them home.
7. Running, pushing, diving and other rough play is prohibited.
8. Individuals wearing diapers are requested to not use the pool, for health and safety reasons.
9. Skateboards, bicycles, scooters, and unrelated toys are prohibited in the pool area.
10. Safety rings and rescue pole should not be removed, except for emergency use.
11. Entry to the pool area must only be through the pool gate, which is to be locked at all times.
12. Guests must be accompanied by a resident at all times while in the pool area.
13. Storage of toys or other personal items interferes with pool maintenance. Please take them home.
14. Removal of furniture or plants from the pool area is prohibited.
15. Pets, especially dogs, are not permitted in the pool or in the pool area, for health reasons.
16. Reservations for the kitchen facilities require a \$125 security deposit payable when confirmed by the Pool Maintenance Committee Chairperson. It must be made at least 7 days (but no more than 30 days) in advance.
Contact
17. The use of barbeque equipment at the pool and in the common areas is prohibited for safety, health and fire prevention.
18. No smoking in the pool area.

TENNIS RULES

1. The courts are for the exclusive use by residents and their guests when accompanied by a resident.
2. Only non-marking, sole tennis shoes are allowed on the courts. No glass containers allowed on the courts.
3. Pets, skateboards, bicycles, scooters etc. are not allowed on the courts.
4. An individual practicing must relinquish the court to 2 or more players within 10 to 15 minutes.
5. Players may use the court for a maximum of 45 minutes plus 5 minutes for warm-up if others are waiting.
6. Residents may use the courts for private lessons Monday through Friday (excluding weekends and holidays) until 4:00 P.M. Lessons must be limited to one hour.
7. Gates must be locked at all times.
8. Entry to courts must be through the gates only.
9. Playing order shall be determined by a racquet holder system as follows:
 - a. If others are waiting, place your racquet in the lowest number available slot.
 - b. As players finish a match or 45 minutes of play, the person whose racquet is in the #1 position takes the court after moving the remaining racquets forward on the holder. Players may play singles or doubles.
 - c. If a waiting player further down the holder is invited to play sooner, he or she will give up the position and all racquets move up.
 - d. It is not necessary to wait near the court after hanging up your racquet, however, if you are not present when it is your turn to play, you lose your place and your racquet is placed in the lowest available slot.

LANDSCAPE MAINTENANCE

1. All pets in the common areas must be on a leash or carried at all times.
2. Pet owner is to pick up all solid waste and take home to deposit in personal trash.
3. No pets are to be tied up or left unattended in common areas.
4. The individual pet owner will be held responsible for damage or injury caused by their pets.
5. All homeowners and guests are to use walkways rather than walking on lawns and other planted areas.
6. Bicycles, skateboards, scooters, motorbikes, and all powered vehicles are not to be ridden on walkways or landscaped areas.
7. Walkways are to be kept free of all bicycles, toys, skateboards, etc., at all times.
8. There shall be no planting in common areas without, written approval.
9. Landscaped areas are not to be used as recreation or playgrounds at any time.
9. No signs may be displayed in any window except for one sign advertising the unit for sale, lease, or exchange or reasonable dimensions containing the unit number, the owner's or agent's name, address and telephone number. Such signs may be displayed in the common area in such area designated by the Board.

FINE SCHEDULE

1. An owner has the right to a hearing before the Board of Directors prior to disciplinary action being taken.
2. Failure to appear at the hearing or provide a written response to the Board may result in the implementation of a fine or other disciplinary action.
3. Any fine imposed will be automatically due with the next homeowners' monthly assessment payment.
4. At the discretion of the Board of Directors, if there are additional costs, they will be paid by the offender.
5. Fines may be as follows: First offense is a written warning, second offense is \$50.00, third offense is \$100.00 and fourth offense is \$200.00.

Notice and hearing procedures are as follows:

Notice and Hearing Procedures

- (a) Actions prior to initiation of formal special resolution process. Any agent of the ASSOCIATION, including a property manager, has the authority to informally request, orally or in writing, that the Owner bring himself/herself into compliance with the Governing Documents or contact the ASSOCIATION regarding the reason for non-compliance;
- (b) Written Complaint. If the actions described above prove unsuccessful, the Special Resolutions Process shall be initiated upon the filing of a written complaint by any officer or member of the BOARD or by the property manager. The complaint shall constitute a written statement of all allegations of noncompliance;
- (c) Service of Complaint. Upon the filing of the complaint, the BOARD or management company representative shall serve a copy of the complaint on the Owner by any of the following means: (1) personal delivery or (2) by registered or certified mail, return receipt requested, and addressed to Respondent, at the address appearing on the books of the ASSOCIATION. Service by mailing shall be deemed delivered and effective two (2) days after such mailing in a regular depository of the United States mail. The complaint shall be accompanied with a postcard or other written form entitled "Notice of Defense" which, when signed by the Respondent, or on behalf of the Respondent, will constitute a Notice of Defense hereunder. No order adversely affecting the rights of the Respondent shall be made in any case, unless the Respondent shall have been served as provided herein.
- (d) Notice of Hearing. Along with service of the complaint, the BOARD or property manager shall serve a notice of hearing, as provided herein, on all parties at least fifteen (15) days prior to the hearing. The notice to the Respondent shall be substantially in the following form but may include other information:

"You are hereby notified that a hearing will be held in executive session before the BOARD at _____ on the ____ day of _____, 20 __, at the hour of ___ upon the charges made in the complaint served upon you. You may but need not be present at the hearing, may but need not be represented by counsel, may present any relevant evidence and you will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to compel the attendance of witnesses and the production of books, documents or other items by applying to the BOARD."

If any of the parties can, within twenty-four hours, show good cause as to why they cannot attend the hearing on the set date and indicate times and dates on which they would be available, the BOARD may reset the time and date of hearing and promptly deliver notice of the new hearing date.

- (e) Notice of Defense. Service of the complaint and notice of hearing shall be accompanied by a Notice of Defense. The Notice of Defense shall state that the owner may:

- (1) Attend a hearing before the BOARD as hereinafter provided;
- (2) Object to a complaint upon the ground that it does not state the acts or omissions upon which the BOARD may proceed;
- (3) Object to the form of the complaint on the ground that it is so indefinite or uncertain that the Owner cannot identify the violating behavior or prepare his defense; or
- (4) Admit to the complaint in whole or in part. In such event, the BOARD may make a determination as to whether it will waive hearing and simply suspend the Owner's voting and/or recreational use rights, or it will conduct a hearing.

Any objections to the form or substance of the complaint must be received by the BOARD within ten (10) days of its receipt. The BOARD shall make its determination and notify all parties within ten (10) days of receipt of an objection. If the complaint is insufficient, the complaining party shall have seven (7) days within which to amend the complaint to make it sufficient. The same procedure as set forth above shall be followed with respect to any amended or supplemental complaint. If it is determined by the BOARD that the complaint is still insufficient, then the matter shall be dismissed by the BOARD.

(f) Amended or Supplemental Complaint Before Submission. At any time prior to the hearing date, the BOARD may file or permit the filing of an amended or supplemental complaint. All parties shall be notified thereof in the manner herein provided. If the amended or supplemental complaint presents new charges, the BOARD shall afford the Owner a reasonable opportunity to prepare his defense thereto.

(g) Discovery. Upon written request to the other party, made prior to the hearing, either party is entitled to inspect and make a copy of any statements, writings and investigative reports relevant to the subject matter of the hearing. Nothing in this Section, however, shall authorize the inspection or copying of any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected as the attorney's work product. Any party claiming his request of discovery has not been complied with shall submit a written petition to compel discovery with the BOARD. The BOARD shall make a determination and issue a written order setting forth the matter or parts thereof, which is entitled to discover.

(h) Constraints on the BOARD. It shall be incumbent upon each member of the BOARD to make a determination as to whether he or she is able to function in a disinterested and objective manner in consideration of the case before the BOARD. Any member incapable of objective consideration of the case shall disclose such to the BOARD and remove himself/herself from the proceedings, and have it so recorded in the minutes.

In any event, the owner may challenge any member of the BOARD for cause, where a fair and impartial hearing cannot be afforded at any time prior to the taking of evidence and testimony at the hearing. In the event of such a challenge, the BOARD shall need to determine the sufficiency of the challenge. If a majority of the BOARD sustains the challenge, the challenged BOARD member may remain at the hearing but shall not cast a vote. All decisions of the BOARD in this regard shall be final.

(i) Hearing.

(1) Whenever the BOARD has commenced to hear the matter and a member of the BOARD is forced to withdraw prior to a final determination; the remaining members shall continue to hear the case.

(2) Each party shall have these rights: to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses; and to rebut the evidence against him. Even if the Owner does not testify in his own behalf he may be called and examined as if under cross-examination.

(3) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which

responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule, which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence shall not be sufficient in itself to support a finding.

(4) The allegedly defaulting party need not be in attendance at the hearing but the accusing party must appear at the hearing for purposes of examination. The hearing shall be conducted in executive session.

(5) At the beginning of the hearing a member of the BOARD shall explain the rules and procedures by which the hearing is to be conducted. Generally, each principal is entitled to make an opening statement, starting with the complainant. Then each party is entitled to produce evidence, witnesses, and testimony and to cross-examine the witnesses and opposing party. Then each party is entitled to make a closing statement. Any party may waive the right to exercise

(6) A separate hearing need not be held in the event of repeat violations in which it has been conclusively determined by the BOARD that a violation has occurred.

(j) Decision. After all testimony and documentary evidence has been presented to the BOARD, the BOARD shall vote upon the matter, with a majority of the entire BOARD controlling. The BOARD shall make its determination only in accordance with this resolution. The decision must be made within ten (10) days. The BOARD will prepare written findings of fact. A copy of the findings and recommendations of the BOARD, including majority and minority opinions, if any, shall be served by the BOARD on each party in the matter and his attorney, if any, by personal delivery or first-class mail. Since the BOARD is conducting the hearing, the decision of the BOARD is final and conclusive and there is no right of appeal. A summary of the decision, excluding names of persons involved and addressing only the issue and the Board decision as regards the issue, shall be included in the Minute Book. The suspension of voting rights shall become effective ten (10) days after it is served upon the Respondent, unless otherwise ordered in writing by the BOARD.

(k) Liability for Charges. A Member whose rights are suspended shall be liable for any charges incurred, services or benefits actually rendered, dues, assessments or fees incurred before the suspension of rights.

NORTHRIDGE GARDENS HOMEOWNERS ASSOCIATION
ASSOCIATION

PARKING VIOLATION

Homeowner

Tenant
Tenant

Name
License Plate
Expiration Date
Date/Time
Location
Violation:

NORTHRIDGE GARDENS HOMEOWNERS

PARKING VIOLATION WARNING

Homeowner

Name
License Plate
Expiration Date
Date/Time
Location
Violation:

1. Violations after first will sequent violations will result in fine or the vehicle