

133 Promenade Walk Corporation

Community Rules

Updated February 17, 2009

Introduction

The Community Rules established for Promenade Walk are intended to foster an environment of neighborliness, consideration and cooperation. All owners, residents and their guests are required to follow these Rules as a means of acting on behalf of the greater good of the community and its well being. The Board has adopted these Rules in addition to the provisions of the Declaration and the Bylaws.

Living in a mixed use community with both residential and retail uses occurring in close proximity has the benefit of allowing Owners to live and work or shop in the same environment. All retail uses in Promenade Walk will be confined to the Commercial Condominiums shown on the Condominium Plan. However, impacts from these commercial uses may be evident throughout the community. For residents in Promenade Walk, living in close proximity to these Commercial Condominiums will affect day-to-day living experiences. Residents will experience more noise, smells and general traffic than they may be accustomed to in a typical residential neighborhood where commercial uses are located in a separate area. Residents in Promenade Walk appreciate the value of living in a mixed use community and acknowledge that the impacts from the commercial uses are outweighed by the value of living in such an exciting environment. To ensure the continued value and enjoyment of Promenade Walk, there are use restrictions which govern the residential and commercial Owners within the community.

It cannot be stressed enough that all Owners and their tenants be thoughtful and considerate of their neighbors. General rules of good conduct should be observed at all times. The following are general guidelines you, your tenants and guests must observe at Promenade Walk.

Animals:

- 1. Pets are to be confined to units and must be on a leash at all times when in the common areas. Pets are never to be left unattended on patios or balconies at any time.**
- 2. Residents may not have more than two (2) dogs or two (2) cats or any combination thereof.**
- 3. Residents are responsible for any damage to the common areas caused by their pets. They may be assessed and/or penalized by the Board of Directors.**
- 4. Pet owners must pick up after their pets on all community property including, but not limited to streets and landscape. Any resident not complying with this provision may be subject to special assessments.**
- 5. No pets are permitted to roam in the common areas.**
- 6. Animals may not be raised, bred or kept for any commercial purposes.**
- 7. The Board may require problem pets to attend behavioral modification training.**
- 8. The Association, acting through the Board of Directors, may prohibit any animal that, in its opinion, constitutes a nuisance to other owners.**

Balcony/ Patio:

- 1. Residents must maintain their Patio/Balcony area in a neat and attractive manner. Cigarette butts, ashtrays, cans, cups, water bottles/ jugs (empty or full), brooms, mops or any type of trash is not permitted to be left on the patio/ balcony area at any time.**
- 2. Clothes, rugs or any other type of similar material may not be hung on Patios/Balconies or railings. Drying or laundering of clothes or any other items is not permitted on any balcony/deck/terrace area or Association property.**
- 3. Patio/Balconies may not be used for storage of any kind.**
- 4. Coolers or any other type of storage containers are not permitted to be left on the patio/ balcony area at any time.**
- 5. All furniture must be appropriate outdoor patio furniture and must have protective leg caps to prevent damage to the deck surface.**
- 6. All umbrellas, furnishings, equipment and furniture must be of neutral color harmonious with and not in conflict with the color scheme of the exterior walls of the Building.**
- 7. Awnings, ornamental screens or sunshades are not permitted unless expressly approved by the Association.**
- 8. Bicycles, toys, surfboards and exercise equipment shall not be left on patios/balconies at any time.**
- 9. Residents may not interfere with the drainage pattern or alter the surface on the patio/balconies.**
- 10. Live plants or plant material must have appropriate drainage saucers. Plants or plant material is limited to a reasonable number as determined by the Board of Directors. Any plants or plant material that is determined to cause damage to the common area must be removed at the homeowner's expense. All vegetation must be within the exclusive use patio/balcony area and may not extend beyond the railings, fences or walls. Plants or plant material may not be used to enclose the patio/balcony area.**
- 11. Pets may not be left unattended on the patio/balcony areas. Any pet waste must be removed immediately and may not be permitted to accumulate.**

- 12. Owners must insure the drain on the patio/balcony remains free and clear of all debris and does not become clogged.**
- 13. No improvement shall be nailed, bolted, or otherwise attached to the floor, walls or any other portion of the exclusive use patio/balcony area.**
- 14. Hanging screens, banners, wind chimes and any other accouterment (other than plants), which may be visible from any other Residential Units or the Common area, are not permitted in the exclusive use patio/balcony area.**
- 15. No clothing or household fabrics shall be hung, aired or dried. Clotheslines are not permissible.**
- 16. The Board and ARC reserve the right to restrict any item from being placed on the Patio/Balcony.**
- 17. The use of free standing propane fire pits is allowed so long as smoke does not cause damage or staining of the building and is not a nuisance to other Units. Only one fire pit is allowed per Residential Unit.**
- 18. Adequately charged fire extinguishers must be readily accessible to fire pits.**

Barbeque Restrictions:

- 1. Only portable propane gas or portable electric barbeques are permitted and homeowners are limited to one (1) per household. Permanent barbeques are not permitted.**
- 2. Barbeques must be maintained in a neat and attractive manner.**
- 3. Barbeques must have a storage area with a cabinet for the propane tank. Exposed propane tanks are prohibited.**
- 4. All barbeques must have an appropriate cover when not in use. The cover must be specifically made for BBQs and must be either black or neutral in color.**
- 5. All residents operating a barbeque are fully liable and responsible for its use, care and maintenance.**
- 6. Barbeque may not cause damage to deck flooring or any other portion of the common or exclusive use common area.**
- 7. The Board reserves the right to prohibit any type of barbeque the Board deems a nuisance or liability.**
- 8. Only portable propane gas or portable electric barbeques are permitted and homeowners are limited to one (1) per household. Permanent barbeques are not permitted.**

Bicycle Storage Room:

- 1. A total of 90 assigned bicycle storage spaces are available.**
- 2. Bicycle storage is only available to homeowners in good standing and spaces will be assigned on a first come first served basis (as noted below).**
- 3. Any homeowner who loses their good standing with the association also loses their assigned bicycle storage spaces (or their place in line for the next available bicycle storage space) and cannot re-apply for bicycle storage spaces until they have returned their HOA status to good standing.**
- 4. All bicycles must be parked with the front wheel in the bicycle rack.**
- 5. All bicycle storage spaces are individually assigned, and any bicycle improperly parked in a space not assigned to them, are subject to immediate removal and disposal.**
- 6. All bicycles must be maintained in good working order.**
- 7. Assigned bicycle storage spaces shall not be leased, transferred or assigned.**
- 8. Assigned bicycle storage spaces do not transfer with the unit and terminate upon sale or transfer of a unit. The new homeowner must apply for assigned bicycle storage spaces.**
- 9. Each unit may have no more than 2 assigned bicycle spaces.**

Priority for bicycle storage spaces shall be given to those homeowners who have returned completed homeowner information forms, vehicle information forms and a copy of their Condominium Unit Liability Insurance Policy with a minimum of \$300K liability limit (Declaration sheet and proof of payment). Should any homeowner not be in good standing with the HOA, or fail to provide a current copy of their homeowners insurance policy renewal each year (with the requisite minimum \$300K liability coverage), the HOA has the right to revoke bike storage privileges and remove bikes after the homeowner has been called to a hearing. Accordingly, homeowners who may want bike storage in the future are urged to turn in all of their requested paperwork and a copy of their Condominium Unit Liability Insurance Policy with a minimum of \$300K liability limit (Declaration sheet and proof of payment) and keep them current, in order so that they will be maintained in order on a wait list for bicycle storage.

Clubroom, HOA Promenade Patio and Fireside Patio

**Facility Hours: 9:00 AM to 11:00 PM - Sunday through Thursday
 9:00 AM to 12:00 Midnight – Fridays and Saturdays**

The Clubroom, HOA Promenade Patio and Fireside Patio are open to all Members of the Association who are in good standing. Residents must use their own key fobs and are not permitted at any time to loan their key fobs to other residents or grant access to the Clubroom to other residents. Homeowners who are not in good standing have had their key fob access deactivated. Interference with such restrictions (i.e. letting others into common area facilities) is subject to violation notices and or fines. Each homeowner is responsible for their actions, and the actions of their guests, tenants and/or invitees. Functions with 10 or more in attendance require a reservation for use of the Facility as a private function.

Reservations and Use Restrictions – Clubroom, HOA Promenade Patio and Fireside Patio

- 1. Reservation requests exceeding four (4) hours must be approved by the Board of Directors or Management and will require a second exclusive use reservation fee and security deposit. Homeowners may reserve The Clubroom for private events. The HOA Promenade Patio and/ or the fireside patio area can also be reserved with the Clubroom; however, the HOA Promenade Patio and the fireside patio area cannot be reserved separately. Reservation Restrictions apply for weekend Reservations (Fridays, Saturdays, and Sundays); wherein, Homeowners may not exceed six (6) weekend Reservations within a calendar year. Our goal is to make the clubroom available for an exclusive use reservation to as many people as possible. Only one (1) reservation at a time is allowed.**
- 2. Reservations must be made and confirmed through the On-site Management Office at least 72 hours in advance of the event. When making your Reservation be sure to submit the Clubroom Reservation Request Form along with a copy of your Condominium Unit Liability Insurance Policy with a minimum of \$300K liability limit (Declaration sheet and proof of payment); one Check made payable to 133 Promenade Walk Corporation for the Deposit; and a separate check also made payable to 133 Promenade Walk Corporation for the reservation fee. All of the aforementioned reservation requirements must be submitted as one package and the reservation time will not be considered confirmed until all reservation requirements have been met. Please refer to the Reservation Fee Schedule for all required Deposit and Fee amounts.**
- 3. The Facility may not reserved for private events on the following Holidays: Thanksgiving Day / December 24 (Christmas Eve)/ December 25 (Christmas Day) / December 31 (New Years Eve) / January 1 (New Years Day) / Super Bowl Sunday / July 4th (Independence Day)**

4. **The homeowner reserving the Facility must be in attendance at the event, with the exception that; homeowners who have leased their separate interest to a residential tenant have also assigned their rights for use of the common interest facilities to said tenant; therefore, only the tenant need be present at the event.**
5. **Association assumes no liability regarding the consumption of alcoholic beverages.**
6. **The Clubroom may not be used or rented for business or profit related events or purposes.**
7. **All trash must be removed from the Clubroom and the Clubroom Private Event Check-off List returned to the Management Office within a ½ hour after the conclusion of the reservation block of time. Reservations must end at least a ½ hour prior to the closure time of the club room to ensure adequate time for cleaning. It is the unit owner's responsibility to clean up after their guests and to fully clean the area reserved for exclusive use. Those who do not fully clean up after their event will be charged \$75 per hour (1 hour minimum) for janitorial services. Photos will be taken by the janitorial staff after the event to support the condition that the room was left in. Photos will be provided upon request at the unit owner's cost.**

General Rules – Clubroom, HOA Promenade Patio and Fireside Patio

1. **Amplified sound systems are not permitted on the fireside patio at any time. Amplified sound systems and/or live entertainment are permitted on the HOA Promenade Patio or the Clubroom, if the roll down patio doors are kept closed. Amplified sound systems and/or live entertainment used on the HOA Promenade Patio must be kept at a minimal level and not interfere with the retail unit or surrounding neighbors and residents.**
2. **Homeowners reserving the Clubroom only must keep the roll down doors to the patio closed at all times during the event to minimize sound disturbance to surrounding residential units and to reduce energy bills. Board approval must be obtained in advance for the roll down doors to be open at any time.**
3. **Homeowners are responsible for the restitution of any damages sustained to the Facility or its furnishings resulting from use, neglect or vandalism. The Association shall make any necessary repairs and bill the responsible homeowner for all costs incurred in the process.**
4. **The Board of Directors shall review the circumstances under which any damage occurred and reserves the right to call the responsible homeowner to a Rules Violation Hearing if further action is necessary to ensure compliance to the governing documents of the Corporation.**
5. **No smoking or barbequing permitted in the Clubroom, HOA Promenade Patio or**

the Fireside Patio at any time.

6. No pets permitted in the Clubroom at any time. Pets may be in the adjacent HOA Promenade Patio or fireside patio area, provided that they are leashed and not allowed to climb or sit on the patio furniture.
7. Sound amplification (permitted in the Clubroom or HOA Promenade Patio only) must not interfere with the use or enjoyment of individual condominium units.
8. The occupancy of the Clubroom and /or HOA Promenade patio and fireside patio cannot exceed the rating by City Ordinance (81 persons).
9. The perimeter gates and doors and the club room doors cannot be propped open for any reason at any time. If a violation of this nature occurs, the reservationist forfeits the \$250.00 Security Deposit and any cleaning charges or damage fees will be charged to the homeowners account (in addition to the forfeiture of the \$250 security deposit).

Clubroom and Fireside Patio Reservation Fee Schedule

Clubroom / Patio Reservation Fee / 4 hour events:	\$100.00
Refundable security deposit:	\$250.00
	(Separate check required)

All checks made payable to: 133 Promenade Walk Corporation

Commercial Unit and Shopkeeper Units Use Restrictions:

- 1. Prohibited Uses.** The Commercial Unit and Shopkeeper Units, including all respective work areas, shall be used solely for businesses or commercial enterprise as outlined in the governing documents of the Corporation and Agency Agreement. The Commercial Unit or the Shopkeeper Units may not be used as livable space for any activity or purpose considered by the Board to pose a safety hazard or health risk within the Project, including, but not limited to, all the uses listed in the governing documents and Agency Agreement.
- 2. Residential Condominium Units (Shopkeeper):** Shopkeeper spaces may not be rented or leased, except in conjunction with the rental or lease of the entire Residential Condominium Unit in which the Shopkeeper Space is located. Shopkeeper units may be used to conduct home-based businesses in accordance with the Declaration of Covenants, Conditions and Restrictions (CC&Rs).
- 3. Trash.** Retail Condominium units need to maintain its own separate sanitary trash containers located in the Exclusive Use Corporation Property trash area described and/or depicted in the Condominium Plan for the Retail Condominium Units. As required by the City, the trash containers shall be screened from public view on all sides. Shopkeepers must deposit all trash in designated sanitary trash containers in common trash areas within the Corporation Property. The Commercial Condominium Unit must maintain its own separate sanitary trash containers located in the Exclusive Use Corporation Property trash area as described and/or depicted in the Condominium Plan for the Commercial Condominium Unit. Shopkeeper Units must deposit all trash in the designated Common Area Trash Room on the South Building.

Fire Safety Devices:

- 1. Smoke Detectors:** Each Owner must maintain the smoke detector, alarms and horns installed in his or her Unit. The smoke detectors are hardwired into the electrical system with battery back-up. As part of this maintenance, you must replace all smoke detector batteries regularly.
- 2. Fire Sprinklers:** Each Owner must take care not to harm, damage or unnecessarily activate the fire sprinklers installed in his or her Unit. The fire sprinklers are heat activated and permitting high heat, steam or burning in the vicinity of a fire sprinkler may cause it to activate, potentially causing extensive damage to your Unit, your personal property, the Common Area, the Association Property, and the residences adjacent to yours. Except for periodic dusting you should never touch or allow anything else to touch the fire sprinklers. In particular, you are not permitted to have any item hanging from the fire sprinklers, including, without limitation plants, laundry, posters or other objects. You should not tie string, floss, wire or any other material on, around or across any portion of a fire sprinkler.
- 3. Fire Alarm System:** Owners and their guests are prohibited from tampering with the fire alarm system which includes, but is not limited to: smoke detectors, heat detectors, flow switches and tamper switches, etc. Disconnecting the horn in any Unit to the fire alarm system is against the law and will affect the operation of the horns in other Residences in the community. Owners will be held liable for any incidents arising out of tampering with a fire sprinkler device. If you notice anything irregular about the fire alarm system in the community, you should notify the Association immediately.

General Rules:

- 1. No rubbish, trash, garbage or other waste material shall be kept or permitted on any portion of the property.**
- 2. Residents shall not place items into the trash chutes that will cause blockages. Bag and tie all domestic trash before disposing of same in the Trash Chute. Residents must promptly clean up any spills or leakage in the common areas.**
- 3. Residents may not dispose of any toxic or flammable substances down the Trash Chutes or in the Trash Rooms. This includes but is not limited to, fluorescent light bulbs or other light bulbs containing CF's.**
- 4. Boxes must be broken down completely before disposing of them in the First Floor/Tribune Court Association Trash Rooms. Boxes may not be put down the Trash Chutes.**
- 5. Water beds are not permitted and aquariums or other containers holding thirty (30) or more gallons of water are not permitted.**
- 6. Water supply, sewage disposal or other water softener systems are not permitted unless such system is designed, located, constructed and equipped in accordance with the local water district, the City, the Board and any other governmental authorities with jurisdiction.**
- 7. Owners and Invitees are not permitted for any reason whatsoever to enter upon or attempt to enter upon the roof of the buildings or any other portion of the Common Area used by the Association for maintenance or other purposes. This includes all utility closets and rooms.**
- 8. Owners shall not have an easement for light, air or view over the Residential Unit of another Owner and no diminution of light, air or view by any building or Improvement now existing or hereafter. Owners are encouraged to take into consideration their neighbors' view when refurbishing and decorating their patio or balcony areas.**
- 9. Bicycles must be stored in the appropriate location pre-determined by the Association. They may not be chained or otherwise connected to any fence, storage cabinet or any other non approved location.**
- 10. Flags of the United States need not be submitted for Architectural approval provided they are made of fabric, cloth or paper displayed from a staff or pole within the Unit, including a window, or on a tripod within the Exclusive Use patio/balcony area.**

- 11. Each Owner shall have the right, at his or her sole cost and expense, to maintain, repair, paint, paper, panel plaster, tile and finish the interior surfaces of the ceilings, floors, window frames, door frames, trim and perimeter walls of the Residential Unit, and the surfaces of the bearing walls and partitions located within the Residential Unit, subject to the Owner complying with any restrictions or limitations set forth in the Governing Documents and, obtaining any required approval. Please refer to the Architectural Review Guidelines.**

- 12. The Association is not responsible for any lost, stolen or vandalized property of any Owner, Resident or Guest.**

Holiday Decorations:

- 1. All decorations are permitted up to 15 days prior to the holiday and must be removed within 7 days after the holiday. The acceptable timeframe for winter holiday decorations is from the day after Thanksgiving until January 10th.**
- 2. Wreaths or other similar type of decorations may be placed on front doors and remain as long as they are attractive and in good condition. All wreaths or other similar type of decorations must be placed on the door with a wreath hanger.**
- 3. Holiday decorations must only be displayed from inside the Unit. No Owner may place holiday decorations in the Common Area or Association Property structures or landscape other than within such Owner's Exclusive Use Area. Owners may not puncture, penetrate or damage the building, trim or doors.**
- 4. Any decorations placed on railings or other similar areas should be placed with care and should not cause damage. Each Owner is liable to the Association for any damage to the Common Area or Association Property (including holes, tape marks, abrasions, etc.) caused by that Owner or his or her Guests, Tenants, Invitees or any Resident of his or her Unit.**
- 5. Homeowners should be considerate of their neighbours when decorating for holidays.**
- 6. All holiday lighting must have a "UL" or comparable rating. Outdoor lights must be designed for outdoor use. Please ensure that lights do not disturb other Owners.**

Resident Parking:

- 1. Owners may not park, keep or store on any part of the property or designated parking space any Prohibited Vehicle. Prohibited vehicles are defined as the following:**
 - a. Recreational vehicles (e.g. motor homes, travel trailers, camper vans and boats),**
 - b. Commercial type vehicles (e.g. stake bed trucks, tank trucks, dump trucks, step vans, concrete trucks and limousines),**
 - c. Buses or vans designed to accommodate more than ten (10) people, Vehicles having more than two (2) axels,**
 - d. Trailers, Aircraft, Boats**
 - e. Inoperable vehicles or parts of vehicles.**
 - f. Owners may apply for an exception for prohibited vehicles and the Board shall consider such requests on a case-by-case basis.**
- 2. No repair, maintenance or restoration of any vehicle may be conducted in the community.**
- 3. Vehicles parked in any parking space must completely fit between the painted parking lines designated for a parking space.**
- 4. Vehicles not parked in designated parking spaces (i.e. double parked) are subject to immediate tow, without warning, at the owner's expense.**
- 5. Parking Spaces may not be used as storage, living, recreational or business purposes.**
- 6. Designated Disabled Persons' spaces are on a first come first serve basis and cannot be reserved, assigned or deeded.**
- 7. Bicycling, skateboarding, roller skating, rollerblading or playing is not permitted in the Garage.**
- 8. Car Alarms must automatically go turn off after an interval. If a car alarm continues to sound, the Association may, at the owner's expense, take whatever action necessary to stop the noise.**

- 9. Any vehicle parked in stalls assigned to other residents or in any manner that obstructs free traffic flow, constitutes a nuisance or creates a safety hazard may be towed away without notice at the vehicle owner's expense. If another vehicle is parked in your space, you have the right to have the vehicle towed. 133 Promenade Walk Corporation affirms compliance with California Vehicle Code 22658 and LBMC 10.22-160; however, neither the Corporation of the Managing Agent shall be responsible for towing vehicles from privately owned parking spaces located in the Lower Level Garage. Please feel free to contact the on site office should you need a reference for a towing from your assigned parking space.**

- 10. Vehicles should not leak oil or cause other stains in the parking garage. Any vehicle leaking oil must be removed from the Parking Garage, repaired immediately and the area must be cleaned up. Use of cardboard or other materials to catch oil leaking from vehicles is prohibited. Due to liability and safety issues, the Board reserves the right to have any vehicle removed from the garage at the owner's expense for failure to properly act on a Board notice of vehicle violations including leaking fluids. Said vehicle shall not be allowed to return to the parking garage until said vehicle has been fully repaired and the parking area cleaned up properly.**

- 11. Assigned parking spaces may not be leased, transferred or assigned to any person not a resident. Private parking agreements are solely between the tenant resident(s) and Owner(s) but must be registered with the Association.**

Resident Storage:

- 1. Storage Cabinets shall be used only for the storage of personal property. Items shall not be stored in such a manner so as to block the fire sprinklers, light fixtures, or otherwise create a fire or safety hazard.**
- 2. Storage Cabinets may not be used for the storage of any Hazardous Materials or any other noxious, toxic, flammable or odorous substances.**
- 3. Assigned Storage Units shall not be leased, transferred or assigned to any person not a resident. Private use agreements are solely between the tenant resident(s) and Owner(s) but must be registered with the Association.**

Resident Guest Parking Rules and Regulations:

- 1. Resident guest parking is available to all Members of the Association who are in good standing.**
- 2. Resident guest parking spaces are located on the upper level of the parking structure and are specifically identified.**
- 3. Resident guest parking spaces are available on a first come first serve basis.**
- 4. Residents are issued two license-plate-sized parking placards that must be properly displayed on the dashboard of Guest vehicles parked in Resident Guest parking spaces.**
- 5. Any vehicle parked in a Resident Guest parking space not properly displaying a valid placard may be towed at any time without warning at the vehicle owner's expense. The placard and placard number must be completely visible through the front windshield.**
If the placard number is not fully visible, the parking patrol will not be able to verify that the placard is valid, and the parking patrol will have the vehicle towed without warning at the vehicle owner's expense.
- 6. Residents are never to park their personal vehicles in the Upper Level Resident Guest parking spaces. GUEST PARKING IS FOR GUESTS ONLY! ---- NO EXCEPTIONS. Residents who attempt to park in guest parking will be towed without warning at the vehicle owner's expense even if they are properly displaying a valid placard.**
- 7. Any vehicle parked in a Resident Guest parking space for more the fourteen days in any thirty day period is automatically reclassified to a "resident vehicle" and thus, is subject to tow immediately (even if the vehicle displays a valid parking placard). Please note, "any 30 day period" DOES NOT mean "per calendar month". For example, your guest parks in guest parking from 1/8 – 1/19 & 1/25 – 1/26. If your guest parks in guest parking again before 2/7, their vehicle is subject to tow at the owner's expense without notice.**
- 8. The Promenade Walk Home Owners Association (HOA) is responsible to manage the twenty-five Resident Guest parking spaces. There will be a patrol several times a day, every day, recording license plate numbers. This patrol will also look for improperly parked vehicles in Resident Guest parking spaces and will have such vehicles towed immediately.**

9. Diamond Parking manages operation of the Public parking spaces on behalf of the Public parking owner. The HOA has **NO** ability to authorize resident guests to park in public parking if guest parking is full. The HOA urges residents and their guests not to park in public parking at any time as the public parking owner may tow without warning any resident or resident guest vehicle from the public parking spaces. In addition, the public parking owner has the right to tow any vehicle from public parking spaces after the official closure of the public parking garage (2AM weekends and 1AM weekdays).

10. **It is the residents responsibility to provide and re-obtain guest parking placards to/ from their guests.** The replacement cost for lost or damaged Placards is \$100.00 per placard. These placards transfer with the sale of the Unit and, therefore; should be included in the escrow instructions along with the transfer of key fobs and vehicle gate passes

Special Event Parking:

In order to provide that guest parking be available to as many resident guests as possible, the Association limits residents to no more than two (2) guest vehicles parked in Guest Parking concurrently, unless special event accommodations have been made in advance. Because the Association is limited to twenty five (25) guest parking spaces, it is not feasible that special event parking arrangements can be made for weekends or legally recognized Holidays.

The on site property manager will make every attempt to accommodate requests for special event guest parking for mid-week events, provided that the Resident notify the Management Office at least seventy two (72) hours in advance of the planned event. If no other resident events requiring additional guest parking have been scheduled for that date, Management will generate a special event guest-parking placard for your event. A maximum of ten (10) special event guest parking passes can be obtained for an event providing the aforementioned requirements have been met.

Rental of Residential Unit:

Except for those Units where leasing is prohibited, an Owner shall be entitled to rent the Owner's Condominium for a term of not less than thirty (30) days. The Owner shall be responsible for all actions of the lessee and their guests or invitees, subject to the following guidelines:

- 1. All Owners who rent their Condominiums shall submit names and contact numbers for their tenants to the Management Company, and keep their off site contact information current and on file with the on site property manager.**
- 2. Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Governing Documents and shall provide that any failure to comply with any provision of the Declaration or the Governing Documents shall be a default under the terms of the lease agreement. A copy of any lease agreement shall be provided to the Association.**
- 3. A copy of all the Governing Documents shall be provided by the Owner to each tenant or lessee. The leasing Owner shall, at all times, be responsible for their tenant's or lessee's compliance with all Governing Documents for the Association.**
- 4. Use privileges for amenities, Association Property and Common Area transfer to the lessee or tenant. An Owner shall have no personal use privileges upon leasing their unit**
- 5. No Unit may be rented for hotel, motel or transient purposes or for any other purpose inconsistent with the Declaration.**

Satellite Installation Policy:

A master satellite system is provided by the Association. Individual satellite devices are prohibited. Any request for variances must be submitted in writing to the Board of Directors.

Signs:

- 1. One (1) sign advertising the home for sale or lease is permitted provided the sign is not larger than eighteen inches (18") by thirty inches (30") in size.**
- 2. After a property has closed escrow, the sign must be removed within fifteen (15) days.**
- 3. Only professional signs are permitted. All city ordinances and restrictions on signs must be adhered to.**
- 4. Signs must be placed inside window.**
- 5. One (1) address sign is permitted per home.**

Sound Attenuation:

- 1. Residents can expect to hear reasonable amounts of noise or sounds from the surrounding community and units; however, Residents shall not cause or permit noises to be made in their unit or in the common areas, which interfere with the peace and quiet of other residents. Homeowners should be considerate of their neighbors and should not cause unnecessary noise.**
- 2. Homeowners may not take any actions that may interfere with the structural noise mitigation improvements installed in the residents, including, but not limited to:**
 - a. Puncturing, piercing or otherwise altering any walls shared with another residence. No penetration is allowed.**
 - b. Installing any sound system, stereo speakers or other entertainment system on any walls or ceiling of an attached residence.**
 - c. Installing any tile or other hard surface flooring on the upper levels of any attached residence without the prior written approval of the Architectural Committee or Board.**
- 3. To minimize the noise transmission from a Residential Unit, each Owner shall adhere to the following:**
 - a. Speakers for music reproduction and television shall be elevated from the floor by a proper acoustic platform**
 - b. Pianos shall have at least 1/2 inch neoprene sound attenuation pads under the supports to minimize vibration transmission into the structure**
 - c. All furniture shall contain rubber castors or felt pads.**
- 4. Any complaints regarding noises must be submitted in writing to the Board of Directors. Complaints regarding noise may be subject to the Internal Dispute Resolution Policy.**

Window Coverings:

- 1. All window coverings, including temporary window coverings, must be of a conventional variety, neutral in color, including curtains, drapes, shutters or blinds.**
- 2. Foil, wood, newspaper, sheets or any other similar material are prohibited from being used as window coverings at any time. All window coverings should be harmonious with and not in conflict with the color scheme of the exterior wall surface of the condominium.**
- 3. Homeowners are not permitted to use plain white sheets or newspaper on windows at any time**

133 Promenade Walk Corporation

Violation and Fine Procedure

Updated February 17, 2009

1. The Board of Directors shall direct a notice to the homeowner advising them of the nature of the violation and the time limit to rectify the violation.
2. Failure to comply with the request to rectify the violation may result in a “Final Notice” advising the homeowner to comply. Then, if the violation is still not resolved, a “Notice of Hearing” will be sent and shall request appearance on a specified date to be heard by the Board of Directors.
3. Please note the Board may determine that a “Notice of Hearing” is appropriate to send to the homeowner as the second letter, instead of a “Final Notice”, when the violation is determined to be of a more serious nature.
4. If the Board determines at the hearing the violation has not been corrected (or is a re-occurring event), the Board of Directors may take any (or all) of the following actions:
 - a. Suspend the homeowners voting privileges and or suspend the homeowner’s access to the gym, club room and guest parking privileges
 - b. Submittal of the matter to the Association’s legal counsel for further action. Such action will take place in accordance with California Civil Code 1354.
 - c. Levy of a special assessment or penalty in the amount as outline in section 5 below.
5. The penalty schedule is a follows:

Minor Violations:

First violation:	\$50.00
Second violation (same infraction):	\$100.00
Third violation (same infraction):	\$200.00

Major violations: \$250.00 per occurrence

As an example, but not limited to, failure to obtain architectural (ARC) approval prior to making an exterior modification, negligent damage to Association property, life threatening or safety violations, etc.

*Please note: Special and/or Remedial Assessments may be imposed for specific violations outlined in the Association’s Governing Documents if the Board of Directors has determined that vandalism, or neglect resulting in damage to the common area has occurred, the responsible Owner shall incur all costs associated with the necessary repairs and/or restoration.

Reporting Violations

Except in those cases where a violation is easily visually verified (i.e. unauthorized architectural improvements, recreational vehicle storage in driveways, etc.), homeowners wishing to report a violation must do so in writing and the complaint must be signed by two (2) different residential unit owners.

Anonymous letters or complaints will not be acted upon, unless the violation can be visually verified by way of an inspection of the property. Additionally, while the Board of Directors will not routinely provide the identity of the homeowners alleging the violation, it does not guarantee that the same remain anonymous or have any duty to protect the privacy of such complaints. In the case that a violating owner wishes to assert his right to question the reporting party, the Association will attempt to contact the reporting party to request their approval to disclose their name. Should the reporting party be unwilling to disclose their name or be willing to testify at the hearing, they should be aware it may impede or prevent the Association from taking action on the reported violation.

Finally, the Board may determine the violation to be a neighbor to neighbor dispute in compliance with the Internal Dispute Resolution policy. As such, the procedures outlined in the IDR policy will be followed.

133 Promenade Walk Corporation Architectural Guidelines and Procedures

Updated February 17, 2009

Plan Submittal and Procedure:

- 1. Three (3) sets of plans, specifications, drawings and other pertinent information must be submitted with the “Application for Architectural Approval” at least 60 days in advance of the anticipated start of the project. All plans must be “as-built/approved by the Long Beach Building Department, wet stamped by a licensed structural engineer or an AIA licensed Architect.**
- 2. All technical and engineering matters are the responsibility of the owner.**
- 3. After the plans are received by the Association, the ARC will review the request and will submit their recommendation to the Board of Directors to approve or deny them. The modification request will be returned to the homeowner within 30 days of receipt by the Association, indicating the ARC recommendation to the Board of Directors and advising of the scheduled meeting date for Board action on the request.**
- 4. If plans are approved, homeowner may proceed with the project as specified in the letter of approval. No work may proceed without the express (written) approval of the Board of Directors.**
- 5. The ARC may reject plans which do not meet the requirements of the Governing Documents or which are patently unreasonable. Plans may be resubmitted with the appropriate changes or modifications. Re-submittal may require an additional 30 days if changes are substantial. If plans are rejected, the Owner has the right to have the Architectural Review Committee’s decision reviewed by the Board of Directors at the next regularly scheduled Board Meeting.**

Fees and Deposits:

If the ARC needs to retain an outside consultant, all fees, costs and expenses associated with the consultant and application will be borne by the applicant. Additional deposits for certain types of improvements may be required 30 days in advance. Owners will be advised in advance of incurring any costs and have the right to rescind their request.

Building Permits:

- 1. Permits are required for any construction involving, but not limited to, electrical, plumbing, the removal or relocation of a wall. Owners are responsible to ensure that any and all permits required by the City of Long Beach are obtained. The Association is not qualified nor obligated to advise owners on City permit requirements.**
- 2. Permits must be obtained from the City of Long Beach and copies of these permits must be submitted to the ARC prior to the commencement of any work. All permits must be signed off and closed after work is completed.**
- 3. The Association is not responsible for ensuring the permit obtained by the Homeowner covers all of the work being performed.**

Contractor Guidelines:

- 1. All contractors must adhere to the general rules and hours of construction.**
- 2. Owners are responsible for ensuring that all sub contractors and workers are informed of and follow the proper procedures.**
- 3. All contractors must provide proof of a valid, current Contractors license; general liability; Workmen's Compensation and vehicle liability insurances. Copies of Certificates must be on file in the Manager's Office prior to the commencement of any work.**
- 4. All Owners are responsible for any damage caused by their contractor, any subcontractors, or their employees.**

Fire and Life Safety Systems:

- 1. Contractors or owners must not remove any permanent smoke detectors, sprinklers, security speakers or fire safety devices anywhere in the unit or the common areas.**
- 2. If spray paint or sanding work might set off the smoke detectors or fire sprinkler, it is permissible to cover the detector or sprinkler with plastic only, but it must be removed at the end of the day. A fine of \$250 will be charged for each smoke detector or fire sprinkler left covered overnight. Fire exits and hallways must not be blocked. A fine of \$250 will be charged for blocking fire exits.**

Flooring Changes:

- 1. Except for those hard surface floors installed by Declarant as part of the original construction of the Project, no Owner shall install any hard surface flooring (including without limitation tile or hardwood floors) or replace any flooring with any hard surface flooring without first submitting a modification request in conformance with the architectural modification rules and procedures and without obtaining express approval from the Association.**
- 2. All hard surface flooring installed after Declarant shall conform to the UBC standards for sound transmission or such higher standards the Association may impose. Further, the ARC may require material samples and specifications as a part of their review process.**
- 3. All submissions to the ARC for flooring modifications must meet the requirements of the Architectural Modification Rules and must clearly state the materials, composition, thickness and underlayment proposed.**
- 4. STC and impact insulation class must be a minimum of 55 for wood or tile.**
- 5. STC and impact insulation class will be approximately 57 for carpet and pad.**

General Guidelines:

- 1. You may not modify, alter, build or construct any improvements in your unit or exclusive use without following the Architectural Guidelines and Procedures. If you are unsure as to whether approval is required, you may contact the Association office for clarification.**
- 2. The Association has 30 days from submission of all required items to approve or deny any application. All approvals or denials must be in writing.**
- 3. Any electrical or plumbing work must be submitted to the ARC prior to the commencement of any work and must be performed by a licensed contractor.**
- 4. Any changes that might increase the structural load must be submitted to a structural engineer and approved by the ARC. These items include, but are not limited to, flooring changes (e.g. ceramic tile, marble, granite, hard wood, etc.)**
- 5. Any changes to any of the entry door hardware must be approved prior to installation.**
- 6. Please refer to the Association Rules and CC&Rs for further restrictions.**

Hours of Construction:

Painters not disturbing others with noise have no stopping time. Noisy work must stop daily at 6:00 p.m. If city or local ordinances regarding hours of construction/noise differ than stated above, the more restrictive hours will prevail.

Monday - Friday: Access to building is 7:30 a.m. and work may begin at 8:00 a.m.

Saturday: Access to building is 8:30 a.m. and work may begin at 9:00 a.m.

Sunday: Noisy work is prohibited.

Inspections:

The Association management, Board of Directors and/or ARC members periodically inspect construction work to ensure compliance with the requirements of the Association, the Contractor's Procedures and governmental agencies.

The Association and management have the authority to demand work stoppage until compliance is obtained from the owner and the contractor. Copies of inspection sign-off(s) by the City of Long Beach Planning Inspectors shall be provided to management.

Liability:

Any damage resulting from work being performed in a unit will be billed to the unit owner.

Modification:

Any modifications that may impact sound levels in other units must be submitted with an "Application for Architectural Approval", reviewed by a sound engineer, at the Board's discretion and approved by the ARC.

Supervision:

The owner must supply supervision for any major renovation involving demolition, relocation or removal of walls or any other major alteration.

Tools and Equipment:

Tools and equipment are to be used and stored in the unit or removed each day. The Association is not responsible for the disappearance of any tools, equipment or materials that are left in the common area.

Trash and Debris:

The contractor is responsible for removal of all remodelling debris, including but not limited to appliances, cabinetry, carpet and padding, toilets and other fixtures, and other trash from the building. Trash and debris must not be thrown into the trash chutes or placed in the Association's trash bins.

Utility Shutdowns:

If utilities need to be shut down for work in the unit, the contractor and/or owner must coordinate a date with the Management at least one week prior to the proposed shutdown date. If the Association's plumber or staff time is needed, the owner will be billed for the cost. In the event of an unanticipated shut off, the Owner must immediately contact Management and/or any impacted owner(s) advising of the shut off and the anticipated restoration of service.

Work Location:

All work must be accomplished within the unit. The use of common area electricity and Association tools and equipment is prohibited and subject to fines. Workmen cannot use their equipment in the garage or other common area. Tools and equipment must be stored in the unit or removed from the building each night. Sawing, cutting, use of power tools or any activity which results in noise or debris is not permitted in the common area.

Loading Facilities:

Loading and unloading shall be performed in a Designated Loading Easement Area (Exhibit "F" in the Declaration of Covenants, Conditions and Restrictions {CC&Rs}). As required by the City's ordinances for Downtown Planned Development District, all product loading and service areas shall be screened from public view from a public right-of-way.

133 Promenade Walk Corporation
Fitness and Yoga Facility Rules
Updated February 17, 2009

1. Hours of the Fitness/Yoga Facility are daily, 5:00 a.m. to 12:00 a.m.
2. The Fitness/Yoga Facility is open to all Members of the Association who are in good standing.
3. All residents and homeowners are required to use their access device and may not block open doors. Residents must use their own key fobs and are not permitted at any time to loan their key fobs to other residents or grant access to the Fitness/Yoga Facility to other residents. Homeowners who are not in good standing have had their key fob access deactivated. Interference with such restrictions (i.e. letting others into common area facilities) is subject to violation notices and or fines. By using the Association's fitness/yoga room, the resident agrees to provide identification and proof of residency if asked by an association representative or an employee of the Association.
4. An owner, who has assigned their rights to a tenant, and does not otherwise reside in the property, is not eligible to use the fitness/yoga room or other association amenities.
5. Each unit is entitled to bring no more than two (2) guests into the fitness/yoga room at any time. Residents must stay with guests while they are using the exercise room. Unattended use of the Association's facilities by guests is prohibited.
6. Appropriate clothing is to be worn when entering and using the association's fitness/yoga room. This includes proper shoes (bare feet, sandals and open toed shoes are not allowed) and proper clothing (wet swimming suits or trunks are not allowed).
7. Towels are to be carried at all times and any body fluids should be wiped up off of equipment following use.
8. Weights and other equipment are to be returned to racks or other appropriate location following use.
9. No dropping or clanking of weights or horseplay is permitted in the fitness/yoga room at any time.
10. Each member must utilize head phones when listening to music. Radios and the like are not permitted. All radio, cassette or CD players must be battery operated.

Move In and Move Out Guidelines

Updated February 17, 2009

Prior to your move to insure proper scheduling and availability of the elevator designated for your move, please contact the Manager at your earliest opportunity to reserve a time(s) for your move in. At that time, you should review any-questions that you might have regarding these Move-In and Move Out procedures.

At the time you schedule your move, you must sign the Move-In/Move Out Agreement stating that you understand that a FULLY REFUNDABLE DEPOSIT as set by the Board of Directors must be delivered five (5) working days prior to the Move. This deposit is applicable to all damage, repair, cleaning, losses or other liabilities incurred as a result of the move. Additionally, you are responsible for the cost of any damage, repair, cleaning, losses or other liabilities that-may exceed the amount of the deposit. Deposits will be refunded less any applicable deductions.

AN ADDITIONAL CHARGE OF FIVE HUNDRED DOLLARS (\$500) WILL BE LEVIED IF A MOVER, OWNER OR RESIDENT ATTEMPTS TO BEGIN A MOVE IN/OUT WITHOUT A PRIOR RESERVATION. HOMEOWNERS ARE RESPONSIBLE FOR COORDINATING ALL TENANT RESERVATIONS

Times you may move:

Move-in/Move-outs will be conducted between 8 a.m. and 8 p.m. daily, Monday through Sunday, except for the following Holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Yom Kippur, Rosh Hashanah, and Christmas Day.

An appointment to schedule a move-in or move-out of the building must be made fourteen (14) working days in advance of the move to ensure that no other moves are scheduled for the same timeframe and to ensure that protective pads are hung in the elevator cab. Elevators cannot be exclusively reserved for moving arrangements; however, arrangements can be made through the Management Office for large item moves or special requirements wherein the elevator operation must be controlled. Please call Management to schedule special needs moves and deliveries. Unscheduled moves will not be allowed use of the elevators and are subject to maximum penalty assessments.

Parking:

If you are using a professional moving company, be sure to inform them that moving vans are prohibited in the Garage. Management recommends that the moving company obtain a Use Permit for the Alley or Broadway Street for your scheduled move. If you have any questions or concerns, please discuss this matter with the on-site Manager PRIOR to the day of your Move.

Your Moving Company:

Please choose your moving company carefully! You, as the Unit Owner or tenant, are fully responsible for any damage done to the Common Area or Association Property during your move. Because of this liability it is important that the moving company carry its own insurance for such damage.

If you plan to move from out-of-state, please either use a destination (local) agent for the company or instruct the driver to call Bali Management a minimum of 48 hours in advance to coordinate the time of arrival and to insure availability of the designated elevator. Owners who wish to move in without using a professional moving company may do so providing they meet all the requirements of the moving companies, i.e., scheduling the elevator seven (7) days in advance of the move and accompanying the Association's Representative on walk-throughs before and after the move.

IT IS THE MOVER'S RESPONSIBILITY TO ENSURE THAT *ELEVATOR CAB PROTECTIVE COVERINGS* ARE IN PLACE PRIOR TO BEGINNING THE MOVE. IN THE ABSENCE OF PROTECTIVE COVERINGS, ALL ITEMS MUST BE WRAPPED IN MOVING BLANKETS. NO MOVES WILL BE PERMITTED IF THE PROTECTIVE COVERINGS ARE NOT FULLY IN PLACE. THE OWNER IS RESPONSIBLE FOR ALL COSTS FOR REPAIRS NECESSITATED BY THE MOVE.

Suggestions for Moving Preparation:

You will save time and money if you plan the location of your furniture in your new home before it is delivered by the moving company.

Be sure you know:

- Your Unit Number.
- The day, date and the block of time you are assigned for the Move-In/Out and have verified this with your moving company.
- The size of the designated moving elevator and hallways. **THE FINISH ON THE ELEVATOR AND HALLWAY WALLS AND FLOORS IS EASILY DAMAGED AND EXPENSIVE TO REPAIR.**
- Measure your large items to be sure they fit through the standard door openings and elevators.

After Moving in:

Boxes and Packing Materials:

At the end of the move the hallways and elevator must be cleared of all debris. All trash and debris must be carried off-site on a daily basis by your moving company. The trash dumpsters may not be used for disposing of moving material. Please contact the Property Manager for further details.

Any Owner who disregards this regulation by leaving packing materials and boxes in the

hallways will be assessed any cost for removal.

Future Moves/Deliveries:

In the event that you find it necessary to move or have any items delivered that require two (2) or more persons to transport, you must file the Move-In/Move-Out Agreement with the Association prior to such a move or delivery and schedule the delivery/move with the Property Management Company in advance.

A walk-through before and after the move will be made with the individual or individuals making the move or delivery.

Please remember the intent of these guidelines is to assure the enjoyment of all and to minimize damage to common areas. Thank you for your efforts and consideration.