

KINGS VILLAS OWNERS ASSOCIATION

I. Definitions

- A. "Association, " as used herein, shall have the meaning defined in Article I, Section 3 of the CC&Rs.
- B. "Board," as used herein, shall have the meaning defined in Article I, Section 5 of the CC&Rs.
- C. "Bylaws," as used herein, shall refer to the bylaws of Kings Villas Owners' Association.
- D. "Owner," as used herein, shall have the meaning defined in Article I, Section 18 of the CC&Rs.
- E. "Premises," as used herein, shall refer to all of the real property known as Kings Villas Condominiums, located at 740 North Kings Road and 750 North Kings Road, Los Angeles, California 90069.
- F. "Recreational Areas, " as used herein, shall refer to the recreation room, the gym areas, the sauna areas, rooftop decks, spa area, and inner courtyards of the Premises.
- G. "Resident," as used herein, refers to any Owner or Tenant who lives on the Premises.
- H. "Tenant," as used herein, refers to a person who rents or leases a Unit from an Owner.
- I. "Unit," as used herein, shall have the meaning defined in Article I, Section 20 of the CC&Rs.

II. General Community

A. Common Areas:

1. **Alterations.** No alterations of any kind are permitted to the Common Area without the prior written consent of the Board of Directors. If cited, you will bear the cost of returning the altered area to its original condition, in addition to any fines that may be imposed.
2. **Damage.** Any damage to buildings, recreational facilities or equipment or any other Common Area property caused by an Owner, or by family, tenants, guests, invitees, employees or contractors of such Owner, shall be repaired at the expense of the Owner of the Unit. If left unrepaired, the

Association may repair the Common Area and charged the expenses to the responsible Homeowner as a special assessment, as authorized by the Davis- Stirling Act.

3. **Equipment.** Owners, tenants, guests and invitees are not permitted to borrow or remove any Association equipment or property from the Common Areas.
 4. **Recreational equipment.** No bicycles, skateboards, roller blades, etc., may be used anywhere on the Common Areas.
 5. **Smoking.** Smoking is not allowed at any time in the following Common Areas: gym, recreation room, sauna, spa, interior courtyards, lobbies and hallways. Smoking is permitted on rooftop decks; however, all smoking materials must be properly extinguished and placed in appropriate receptacles.
 6. **External Alternations.** No external items, including but not limited to exterior lighting, TV or radio antennas (including satellite dishes), flag poles, clotheslines, wiring, insulation, fences, awnings, ornamental screens, screen doors, porch, patio or balcony enclosures, sunshades, walls, landscaping and planting, other than those provided in connection with the original refurbishing of the Premises may be placed on common areas without the prior written approval of the Board of Directors. No Owner or Tenant is permitted to plant or cause to be planted any foliage on Common Areas. Similarly, no Owner or Tenant is allowed to remove existing planting from Common Areas.
- B. **Signs.** Signs in windows visible to the exterior are prohibited. No sign of any kind shall be displayed at any time to the public view on or from any portion of the Premises, with the exception of those described in the section entitled "Real Estate Signs," below. "For Sale" or "For Rent" signs may be placed on the sign holder provided at the northeast corner of the Premises at Kings Road and Waring Avenue or other such common display as may be provided for this purpose by the Association. Such signs must fit into one of the designated slots and must be professionally made. Such signs must adhere to a predetermined format. The information displayed may only include the following: (1) That the property is for sale, lease or exchange by the Owner or his or her agent; (2) Directions to the property; (3) The Owner or agent's name; and (4) The Owner or agent's address and telephone number.
- C. **Lock Boxes.** Lock boxes for available real estate within the Premises may be attached only to the approved sign. No lock box may be attached to any other part of the Premises, including garage gates, entry gates, or door handles. The Association reserves the right to remove and dispose of any such unapproved lock box without notice.

D. Waste Disposal.

1. **Non-Recyclable Waste.** All refuse must be collected in sealed bags before placing in the chutes or dumpsters. Boxes must be broken down and carried to the dumpsters. No boxes may be placed in the chutes. Items may not be left in the Common Areas, including, but not limited to, the areas adjacent to trash chutes, garage areas, and any exterior areas of the complex. Any charges incurred for cleaning and removal will be passed on to the responsible Owner.
 2. **Recyclable Waste.** Two recycling containers are available adjacent to doors of each of the four dumpsters located in the street-level parking garages of the Premises. One is designated to be used for recyclable paper (newspapers, magazines, etc.). The other is designated to be used for recyclable bottles and cans. These containers must not be used for general disposal of garbage.
 3. **Bulk Disposal.** It is the responsibility of the Homeowner to dispose of any large item, including, but not limited to, furniture, appliances, plumbing fixtures, lumber, discarded lumber or building materials, or any other construction waste. Such items may not be left in any of the garages of the Premises, or on or adjacent to sidewalks. Homeowners must make arrangements for hauling such items away, either by private haulers or through the City of Los Angeles' bulk item disposal. Upon gaining prior consent from the Kings Villas Board of Directors, a Homeowner may leave such large items within the complex for a period not to exceed three calendar days. The location for this temporary storage will be mutually agreed upon at the time of the request, based on the items to be temporarily stored and the availability of such storage location at the time of the request.
- E. **Hazardous Materials.** Storage or use of noxious, dangerous, flammable or explosive material within a Unit or in the Common Areas is strictly prohibited. This includes the storage of personal gasoline containers in garage areas. Furthermore, no such item may be disposed of in the trash chutes or dumpsters.
- F. **Satellite Dishes and Antennae.** Owners may install satellite TV dishes, but such dishes must not be visible from the street, unless absolutely necessary in order to obtain reception. All satellite dishes or other antennae must be affixed to the interior perimeter ledge of the roof. Installations must be done by a certified professional installer. Further, all satellite TV dish installations must use white wire that is firmly and neatly attached to the exterior of the building. Unfastened or slack wires are not permitted.

- G. **Patios and Balconies.** Patios and balconies must be kept neat at all times. Unsightly items are not to be stored on patios or balconies. The final decision on what is unsightly is left to the Board of Directors. Generally, Homeowners may have patio furniture and plants on balconies; furniture designed for general household use is not allowed. No items may be draped over the patio or balcony railings. Patios are not to be used for storage.
- H. **Window Coverings.** No window may be covered by paint, foil, sheets, plastic or sunscreen materials unless approved in writing by the Board of Directors.
- I. **Moving Policy.** All Owners must notify the Management Company, by phone or in writing, of their intention to move in or out of the complex and the date(s) scheduled for the move. Owners are additionally responsible for notifying the Management Company of any Tenant who moves in or out. Notification must be given at least forty-eight (48) hours in advance of any change of occupancy. Any damage caused to the Common Areas of the Premises is the responsibility of the Owner involved in the move. A processing fee of One Hundred-Fifty Dollars (\$150.00) will be collected for all moves. This fee includes changing the name on the front door entry system, the administrative processing of a new resident, and the cost of minor cleanup of the Common Area. No change will be made to the front door roster until the fee is paid.
- J. **Remodeling and Repairs:**
1. **Hours.** Construction within Units resulting in disruption to any adjoining Unit may only take place Monday through Friday between 8:00 a.m. and 5:00 p.m., or weekends and holidays between 10:00 a.m. and 7:00 p.m, except when a repair is being effectuated because of a true emergency which threatens persons or property.
 2. **Notification.** Residents in Units adjacent, above, below, or in proximity to a Unit that is undergoing construction or renovation must be notified at least twenty-four (24) hours in advance of the work to be done. You must also notify the management company at least one (1) week in advance of the commencement of any construction, with the exception of emergency repairs.
 3. **Demolition.** All demolition refuse must be disposed of at the expense of the Owner. Owner or any contractor engaged by Owner may not use the Association's dumpsters for demolition refuse.
 4. **Flooring.** Any modification to flooring surfaces must provide sound absorption between floors. Any alternative flooring materials (e.g., hardwood, tile, vinyl, linoleum, etc.) must be underlain with a sound attenuating material that, if installed to manufacturer's specifications, will minimize impact noise.

5. **Plumbing.** Other than in an emergency situation, if your plumber requires that the water be shut off anywhere in the building, you must notify the management company at least twenty-four (24) hours in advance, and you must post the appropriate notices in all areas in which other residents will be affected. Each Owner is responsible for maintaining in an open and unobstructed condition all sewer and drainage pipes and lines serving the Owner's Unit between the points at which they enter the Unit and the points at which they join other sewer and drainage pipes and lines serving other Units. For example, work done under a kitchen sink or to any bathroom fixture should not extend past the Unit's walls. Any part of the plumbing fixture on the Unit's side of the wall, such as the supply lines and angle stoppers, are the responsibility of the Owner. The Management Company must be notified if any construction or renovation will require that an Owner's electrician or plumber access or modify any pipes or lines inside or behind the walls of the building.
6. **Cleanup.** During remodeling, dust, dirt and any other construction debris must be swept, vacuumed or removed from Common Areas at the end of each work day.
7. **Construction Damage.** Any damage caused to any common area by Owner or Owner's contractor during remodeling or construction of Owner's Unit will be billed directly to Owner.
8. **Licensing.** It is the obligation of the Owner to engage only licensed, bonded and insured contractors. Owner may be required to provide proof of such licensing at any time to the Board or the Management Company.
9. **Asbestos.** Any Owner who intends to repair, replace or renovate any ceiling in his or her Unit must first have such ceiling tested for the presence of asbestos by a certified asbestos abatement professional. If such testing reveals that asbestos is present and the Owner decides to go ahead with the desired repair, replacement or renovation, the Owner is then additionally obligated to hire certified asbestos abatement personnel for the removal of the material in question and must adhere to any state or Federal law or regulation that may be in effect at the time of abatement. The Owner may not, under any circumstances, create a hazard in common areas by failing to comply with such regulations. In addition to any fines or penalties the Board may impose, any costs associated with the cleanup of any material in any common area created by the improper removal of such material shall be borne solely by the Owner.
- K. **Noise.** Noise from the Units must be kept at a reasonable level at all times. Quiet hours are between 11:00 p.m. and 8:00 a.m., seven days a week.
- L. **Laundry:**

1. **Common Area Laundry Rooms.** No washers or dryers may be used before 8:00 a.m. or after 11:00 p.m. Washers and dryers are permitted within individual Units as long as the installation complies with all Los Angeles City and County codes.
2. **Individual Owner Laundry Facilities.** If a washer or dryer installed in an individual Unit compromises the Common Area plumbing or electrical systems, the individual Owner is responsible for all repairs and damages. In the event an Owner installs laundry machines within his or her Unit, Owner must make certain that noise from such Units is abated. This may include providing soundproofing for the laundry machines if noise created becomes a nuisance to neighboring Units. The rule for quiet hours applies also to Owners using individual laundry machines installed in Owners' Units. If an Owner vents a laundry dryer through ventilation lines that are part of the Common Area, Owner is responsible for reimbursing the Association for annual safety inspection and cleaning of such vent lines.

III. Garages and Driveways

- A. **Assigned Parking.** All vehicles must be parked in Owner's assigned parking space(s). Any vehicle parked in another Owner's parking space without permission from that Owner is subject to immediate towing at the expense of the Owner of the towed vehicle. The Association is not liable for any damage that may occur to any towed vehicle.
- B. **Driveways.** Parking or standing is not allowed in the driveways or garage areas that are not designated as parking spaces.
 1. **Parked Vehicles.** Any vehicle parked illegally will be towed at the Owner's expense of the Owner of the vehicle. The Association is not liable for any damage that may occur to any towed vehicle.
 2. **Standing Vehicles.** Any vehicle standing in driveway or garage area is subject to fine. A standing vehicle owned by a Tenant or Owner will subject the Owner to a fine. A standing vehicle owned by a guest, visitor, contractor, repairman, delivery person, or other person visiting a Tenant or Owner will subject the Owner to a fine.
- C. **Cleanliness.** All parking spaces must be kept clean and free from debris and oil drippings.
- D. **Repairs.** No repairs may be made to vehicles in a parking space unless it is a genuine emergency. Under no circumstances shall any vehicle be dismantled or placed on jacks. Any vehicle in such condition will be towed at the expense of the Owner.
- E. **Car Washing.** Vehicles may not be washed in the garage area or driveways.

- F. **Speed Limit.** All vehicles entering or leaving the garage area may not exceed the posted speed limit of five (5) miles an hour.
- G. **Storage.** Kings Villas does not provide for storage of any items owned by individual Homeowners.
1. **Storage Lockers.** Numbered wooden lockers adjacent to certain parking spaces in the parking garages are not the property of the Association. The Association does not maintain, repair, replace, manage or delegate these lockers. Similarly, the Association does not assume any liability for any items a Homeowner may choose to store in such lockers. Any Homeowner who chooses to use one of these lockers does so entirely at his or her own risk.
 2. **Parking Spaces.** Storage of any item other than a motor vehicle in a parking space is expressly prohibited.
- H. **Visitor Parking.** Visitor parking is for guests and non-residents only. Guests and non-residents are defined as persons who park their cars overnight three (3) nights or fewer per week beginning Monday and ending the following Sunday. All vehicles parked in guest parking must display a guest parking tag in the front window. Visitor tags are available from the Association's management company. Owner may also obtain a waiver from the Board to allow a guest to park for longer than three (3) days by forwarding a request to the Management Company.
- I. **Car Alarms.** Owners are responsible for maintaining automobile theft alarm systems in a manner that prevents them from creating nuisance alarms. Owners whose alarm systems create noise violations more than three (3) times in one month are subject to fine.

IV. Security and Safety

- A. **Building Access.** Owner and Tenants should not permit strangers to enter the complex. Owners and Tenants should courteously challenge anyone attempting to gain access without using a key or being buzzed in by a resident.
- B. **Loitering.** Owners and Tenants should report any loiterers or anyone who is acting in a suspicious manner to the Security Guard or to the Police.
- C. **Repairs and Maintenance.** Owners and residents should report any unsecured gates or doors or non-functioning lights to the Management Company.
- D. **Unattended Access.** No exterior door may be propped open for any reason at any time, including move-ins and move-outs.

V. Pets

- A. **Weight Limit.** Owners are limited to one dog, maximum of fifty (50) pounds. With proper documentation, physically disabled individuals are permitted a trained service dog over the weight limit.
- B. **Restriction on Tenant Pets.** Any Owner who chooses to rent his or her Unit must specify to the Tenant that dogs are not allowed in the rental Units. The Unit must be rented or leased without any dogs of any kind (with the exception of properly documented service dogs).
- C. **Leashes.** Pets must be kept on a leash of three(3) feet in length or less, or carried, at all times while traversing any common area (as per *Los Angeles County Code, §10.32.010*).
- D. **Pet Waste.** No resident may allow his or her pet to urinate or defecate in any interior or rear enclosed exterior Common Area. Pet waste containers have been placed in the rear of the building where you may place bagged dog waste, as well as dumpsters within garage areas. Hallway or lobby trash containers may not be used for this purpose.
- E. **Damage.** Damage to Common Areas by animals will be repaired at the expense of the Owner.
- F. **Unattended Pets.** No pet may be left on a patio or balcony in the absence of the Owner.
- G. **Dangerous Animals.** No resident or family member, guest, tenant, agent, employee, or invitee of the resident shall be permitted to keep any animal that poses a danger to residents or other Owners' pets. The Board reserves the right to have such animals removed from the premises.
- H. **Pet Noise.** An Owner is subject to fines if any pet becomes a nuisance to other Residents through barking, howling or other noise. Any resident receiving more than three fines or violation notices for pet noise within a twelve (12) month period may be required to remove their pet from the premises.

VI. Recreation Area Rules

- A. **Hours.** Recreational Area hours are from 7:00 a.m. until 11:00 p.m. If an Owner or Tenant reserves a Recreational Area on a Friday, Saturday or Holiday, that Owner may use the facilities until 1:00 a.m., as long as the noise is kept to a minimal level.
- B. **Guests.** Each Unit is limited to three guests or fewer at any one time in the Recreation Areas, unless Owner has reserved the Recreation Area for a private gathering in advance.

- C. **Reservations.** In order to reserve the Recreation Room or Rooftop Decks, the Owner must contact the Management Company in advance and pay a Fifty Dollar (\$50.00) non-refundable fee prior to the reservation. The areas are reserved on a first-come, first-served basis only. Owner is responsible for the immediate removal of trash and debris associated with any parties or gatherings that they hold in the Recreation Room or on a Rooftop Deck.
- D. **Gym Waiver.** Owners and Tenants must sign a gym waiver form in order to obtain a key to access the gym. Owners have the option of granting their Tenants or Guests access to the gym. However, Owners assume all liability for their Tenants' or Guests' use of the gym.
- E. **Music.** Headphones must be used at all times when listening to music in the gym. Boom boxes or other music systems that are audible to other users of the gym are prohibited.

VII. Fines and Penalties

- A. **Fines.** The Board of Directors has established a fine structure that is designed to encourage compliance with Rules and Regulations. The first offense of any Rule shall be One Hundred Dollars (\$100). The fine will be doubled for subsequent violations of the same rule, and will continue to double up to the maximum allowable amount. Therefore, a first violation of a rule would be One Hundred Dollars (\$100), the second violation of the same rule would be Two Hundred Dollars (\$200), the third violation would be Four Hundred Dollars (\$400), etc.
- B. **Notification.** No fine will be imposed without a written warning notification from the Board for the first violation. In considering the amount of a fine, the Board will consider the severity of the offense, whether there have been prior offenses, mitigating factors, whether there has been any resultant property damage or personal injury, and any other factor which the Board deems relevant. The maximum fine will be up to One Thousand Dollars (\$1,000) per offense.
- C. **Damages.** Any fine imposed shall be in addition to any other actual damages caused by the violation.
- D. **Violations by Tenant.** Owners are responsible in all respects for actions of their Tenants as they pertain to Common Areas. If a Tenant violates a rule, the Owner is responsible and will be fined. Owners, therefore, should keep Tenants apprised of the Rules and Regulations of the Association.

Kings Villas Architectural Requirements:

No interior or exterior structural changes shall be constructed, erected or made within the project other than those approved by the Board in writing. Nothing shall be kept or maintained within a unit which might impair the structural integrity of any building or other structure. The foregoing notwithstanding, nothing herein shall be construed as (i) preventing Declarant and its agents and assigns from engaging in all forms of refurbishing and sales activities within the project. The Board may adopt rules applicable to the provisions of this Section and their enforcement, including the assessment of charges to owners and occupants who violate such rules: Any charges so assessed shall be Special Assessments.

The HOA Board shall meet and render a decision either approving or disapproving, architectural changes in writing, within 30 days from the day a homeowner submits plans for architectural changes. The Board will make their decision to approve architectural plans, on the basis the plans are consistent with the building's current architecture, do not diminish the building's structural integrity and do not conflict with the governing documents.

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- B. Notification.** No fine will be imposed without a written warning notification from the Board for the first violation. In considering the amount of a fine, the Board will consider the severity of the offense, whether there have been prior offenses, mitigating factors, whether there has been any resultant property damage or personal injury, and any other factor which the Board deems relevant. The maximum fine will be up to One Thousand Dollars (\$1,000) per offense.
- C. Damages.** Any fine imposed shall be in addition to any other actual damages caused by the violation.
- D. Violations by Tenant.** Owners are responsible in all respects for actions of their Tenants as they pertain to Common Areas. If a Tenant violates a rule, the Owner is responsible and will be fined. Owners, therefore, should keep Tenants apprised of the Rules and Regulations of the Association.