



Bay Watch

Rules & Regulations

1 August 1999

Revision 3

Baywatch Townhomes Association Inc.

RULES AND REGULATIONS

1 AUGUST 1999

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INTRODUCTION

As townhouse owners, we at Baywatch enjoy the many advantages of community living in a quality environment. By sharing expenses, we are able to enjoy recreational facilities, landscape services and exterior maintenance at a lower cost than a single family home. In exchange for these benefits, and because we live closely together, we must adjust our activities in consideration for our neighbors.

All homeowners are required to sign a document indicating that they have read, understood and will abide by the Covenants, Conditions and Restrictions (CC&Rs) of Baywatch. The Rules and Regulations (R&Rs), authorized by and derived from the CC&Rs, have the same FORCE and EFFECT as the CC&Rs.

It is the responsibility of every homeowner to ensure compliance with both the CC&Rs and these R&Rs by all members of the household, guests and tenants. Any lease must include a statement that tenants will observe the CC&Rs and R&Rs. It is also recommended that all homeowners obtain a signed statement from their tenants that indicates that the tenants have received a copy of the CC&Rs and R&Rs and that they will abide by them.

The Rules and Regulations are intended to ensure the enjoyment and to protect the investment of all homeowners. Please take the time to read them carefully. Any questions should be directed to the Board of Directors, c/o Horizon Management Company, 21515 Hawthorne Blvd., Suite 700, Torrance, CA 90503.

In this document, the term OWNER equally applies to the terms tenant and guest or visitor.

BAYWATCH TOWNHOUSES ASSOCIATION INC. ENFORCEMENT OF THE CC&R'S / RULES AND REGULATIONS

In accordance with the CC&R's, the Association, acting through the Board of Directors is charged with responsibility for maintaining and managing the Common Areas of the Association and enforcing the CC&R's and Rules and Regulations.

To ensure compliance, for the benefit of all owners, the Board will investigate all alleged violations. If the Board determines that a violation does exist, the following procedure will be followed:

VIOLATIONS OF THE R&R'S AND/OR CC&R'S FINE STRUCTURE

1ST TIME VIOLATION - one Written Notice

If the management company or Board Member notices or is informed of a possible violation, the management company will review the allegation in light of the CC&R's/Rules & Regulations and then send a Notice to the homeowner, together with a request to comply within a specified number of days.

2ND TIME VIOLATION - \$25 Fine

Based upon a report from the management company, or a complaint from a homeowner, if the Board decided a violation exists and that corrective action has not resulted from the Written Notice, a \$25 fine will be sent by CERTIFIED MAIL.

3RD TIME VIOLATION - \$50 Fine

The Board may request management to send a notice via CERTIFIED MAIL of the third time violation if corrective action had not resulted. This letter will include notice that unless the homeowner responds to the Board within 30 days (or cures the infraction), a fine of \$50 will be levied against the homeowner.

In case of a parking violation, the car may be towed as authorized by LAMC.

NOTE: Levied fines will be cumulative. The Board may, at its discretion, continue to assess fines on a monthly basis for a serious ongoing infraction until a satisfactory remedy is evident. When it is required, the Board may send written notices to homeowner(s) requesting their appearance at a Hearing of the Board. These notices will be sent not less than ten (10) and not more than thirty (30) days from the Board meeting they are being requested to attend.

GENERAL COMMUNITY RULES

1. No foil, bed sheets, beads or like materials shall be permitted on windows. Curtains, draperies, shutters, mini-blinds and verticals subject to view from the exterior of the building will be WHITE or OFF-WHITE in color. Window tinting materials should be non-reflective standard gray.
2. No laundry or similar articles shall be shaken or hung from windows, doors, balconies, etc.

3. No individual cable, radio, or television antennas shall be installed on or upon the exterior of any unit.
4. No window air conditioning units are permitted.
5. Flower pots, planters or other articles are not permitted on exterior walls or window sills. These articles may be displayed on ledges of patios or balconies provided they are secured to prevent possible property damage or personal injury. TRAYS must be kept under pots or planter boxes to prevent dripping from causing dry rot.
6. Ivy is not permitted to be planted so as to attach to the exterior of a building or fence.
7. No residents shall store items in the common area or have unsightly items visible from the common area.
8. Obstruction by any means of driveways, sidewalks, or entrance ways is prohibited. This includes the parking of cars in other than designated spaces. (See also section on parking.)
9. Patios and balconies shall not be used for storage purposes.
10. Stereos and other vibrating sound equipment should be kept away from common walls.
11. No construction equipment, power tools, lawnmowers, etc., shall be used before 8:00 A.M. or after 8:00 P.M.
12. All noise levels shall be minimized after 8:00 P.M.
13. All barbecues shall be used within restricted common area (a unit's rear yard) only and shall not be left unattended.
14. Trash containers may be put out the night before pick-up only, and must be taken inside the day of pick-up. If going away, please use plastic trash bags. Owners are responsible for clean-up of spilled trash.
15. Bicycle and skateboard riding or roller skating are not permitted on sidewalks. Ball playing and running on landscaped areas is prohibited.
16. Entry gates shall not be propped open for any reason (including pool gates). If it is necessary to have the gate open for an extended period of time, arrangements must be made with the management company.
17. Water hoses in the common area should be detached from the spigots and placed inside your garage when not in use.

18. Garage doors are to be kept closed when not in use. It is the homeowner's responsibility to keep springs oiled, door aligned, and garage door clean and in working order.
19. Newspapers, if away from home, should be stopped to prevent burglary, or arrange for a neighbor to pick them up on a daily basis.

PLEASE HELP KEEP OUR COMMUNITY'S APPEARANCE NEAT AT ALL TIMES

PETS

1. Only domesticated dogs, cats, or other commonly accepted pets, caged birds and fish in a household aquarium may be kept and maintained in a unit, provided such pets are kept for non-commercial purposes and provided such pets shall not, in the opinion of the Board, create an unreasonable annoyance or nuisance to other homeowners. No other animals shall be kept, maintained, or permitted on or in the complex without written consent of the Board.
2. Pets are not permitted in the pool area at any time.
3. Pets must be kept in the unit, or its restricted common area (rear yard) and when outside, restrained by a leash at all times. Animals will be kept off balconies.
4. Pets should be trained to use rear yards of the owners for "bathroom" activities. Immediate clean-up of excreta and water sprayed for urine clean-up is the responsibility of the homeowner.
5. Pet noises should be kept to a level that does not bother neighbors.
6. Cats or dogs roaming free are a violation of the CC&Rs.
7. A fine will be imposed if any of the above regulations are violated.

POOL AREA

1. The swimming pool and spa shall be used only during the following hours:
7:00 A.M. to 9:00 P.M. Sunday through Thursday
7:00 A.M. to 10:00 P.M. Friday and Saturday

2. 2:00 P.M. to 4:00 P.M. on Saturdays and Sundays is designated "quiet time" for those hardworking residents desiring relaxation. Others should use the pool during other times. Anyone who will not cooperate with this rule will be asked to leave.
3. All children under the age of fourteen (14) years must be accompanied by an adult when in the pool or spa area. Persons wearing diapers are not permitted in the pool or spa. Homeowners will be billed for clean-up charges resulting from residents or guests fouling the pool or spa.
4. When using the pool or spa, noise shall be kept to a minimum. Radios, televisions, tape/record players, etc., should be used with consideration for others.
5. Use of the pool area is expressly limited to owners and two (2) guests. All guests must be accompanied by an adult resident over the age of eighteen (18).
6. Running, pushing, horse play is prohibited. This includes dunking and ball games or boisterous activity. No balls, rafts, toys of any kind are allowed in the pool area.
7. Soaps, detergents, bubble baths, etc., shall not be added to the pool or spa.
8. Tanning oils and like preparations should be washed off (in the provided pool shower) prior to entering the pool or spa.
9. Glass of any kind is prohibited in the pool area at all times. Food and beverages must be in unbreakable containers.
10. The pool area may not be reserved for private parties without prior permission of the Board.
11. All personal trash items must be disposed of properly prior to leaving the pool area.
12. All pool furniture must be put back in its proper place and not left in the walkways.
13. All pool gates are to be kept locked at all times.
14. Diving or jumping into the pool is prohibited.
15. All noise should be kept to a minimum after 7:00 P.M.

REAL ESTATE MATTERS

1. Real Estate agents are to be advised regarding the lock box location at the front gate.
2. Only one open house sign is permitted in the complex, at the entrance to subject unit on the day of the activity only, on the east side of the entry.
3. Open house hours can be from 10:00 A.M. to 5:00 P.M.
4. Owners are responsible for ensuring that their moving companies and/or vans do not block access. Vehicles with more than TWO AXLES are prohibited from entering the complex.
5. Owners must notify the management company of rental units and/or units being sold. Names and telephone numbers, business and home, must be supplied to the Board of Directors through the management company, so that your name may be programmed in the directory at the front gate.
6. You, or your Realtor, are responsible to ,give new owners or tenants a copy of the CC&Rs, as well as the Rules and Regulations, to avoid citations.

ARCHITECTURAL & EXTERIOR ALTERATION/MODIFICATION

1. No interior or exterior modifications/alterations of any kind are permitted without the prior written approval of the Board. A written application, together with a suitable sketch plan and copies of any required city permits, should be submitted to the Board through the management company. You will be asked to sign a waiver in case of damage. The association can not be held responsible to replace upgraded floors, or wall papers, etc. Your personal home insurance should cover it.

VEHICLE RELATED RULES

1. Those parking spaces designated as "Visitor Only" are for use only by visitors of Baywatch and are not for use by residents. Residents are defined as those domiciled within Baywatch.
2. Those open parking spaces designated as "Leased Spot" are for use only by those residents who lease the spaces.

3. The occupation of designated visitor parking spaces for more than forty-eight (48) hours is prohibited without prior written consent of the Board of Directors, with written correspondence through HORIZON MANAGEMENT. For visitor parking, unauthorized parking will result in a notice posted on the vehicle with intent to tow as authorized by applicable code. Other remedies described elsewhere in the Rules and Regulations may be applied to violators of visitors parking and restrictions. Unauthorized parking in leased spaces will result in immediate towing. Any costs incurred as a result of towing will be the responsibility of the vehicle owner and/or unit owner.
4. All vehicles must be parked within designated parking spaces. Parking is prohibited on all streets, aprons, sidewalks or landscaped areas.
5. Apron parking is prohibited within the confines of Baywatch except temporary, short term parking to load/unload items or to wash a unit owner/tenant vehicle. Any vehicle left unattended for an extended period of time will be subject to fine and/or tow-away, without warning, at the owner's expense.
6. Parking of recreational vehicles is not allowed at any portion of the project. No commercial vehicle, trailer, camper, or boat or similar type vehicle shall remain on any portion of the common area without prior written consent of the Board.
7. Inoperable or unsightly vehicles may not be parked or otherwise maintained in the common area.
8. Auto maintenance or repair is not allowed in the common area. Oil and other fluid must be cleaned up promptly.
9. A seven mile per hour (7mph) speed limit shall be observed throughout the complex at all times. Reckless driving, entering through the exit gate, or exiting through the entry gate is prohibited at all times.
10. Vehicles are to come to a complete stop at intersections where stop signs are posted.
11. Parking spaces may be leased, on a first come, first serve basis as determined by the Board pursuant to the authority given in the CC&Rs. These spaces may be leased to Owners under the following conditions: A) the Association assessment account remains paid current and in good standing; B) the lessee intends to use the leased space for daily needs by members of the household; and C) the lessee is using his/her garage for the daily parking of two operational vehicles. If available, a second leased space may be leased. Spaces will be assigned and leased for a fee set by the Board. Rights and protections for leasing of spaces will be stated in the lease contract to be signed by the owner leasing the space. Should more owners request spaces than are available, a waiting list will be established to fill vacancies that may occur. All applicants for one space will be satisfied prior to leasing to applicants for a second

space. Application for the lease of a parking space should be made to HORIZON MANAGEMENT COMPANY.

12. Applicable restrictions indicated in these rules apply equally to leased spaces. In case of a parking violation the car can be towed as authorized by LAMC.

GENERAL INFORMATION

1. Owners will be held responsible for the actions of their household and guests. Those homeowners with tenants will be held ultimately responsible for the actions of their tenants. Only one WRITTEN WARNING will be issued. If not complied with, a fine will be applied on their monthly statement.
2. Any damage to buildings, recreational facilities, equipment, or any other common area property caused by an owner, his family, guests, agents, etc., shall be at the expense of the applicable owner. Charges will be posted to the owner's account.
3. The Association maintains a delinquency policy for late payments of accounts. The current policy may be obtained from the management company upon request. A late fee of 10% will be applied after the fifteenth of every month as of May 1995.
4. Owners may notify the Board in writing regarding possible violations of the CC&Rs and Rules and Regulations by other owners. This may be directed to HORIZON MANAGEMENT, 21535 Hawthorne Blvd. Suite #530 Torrance, CA 90503.
5. The Board of Directors may change, delete, or add to any or all of the Rules and Regulations herein stated at any time with due notice to the owners.
6. Should conflicts occur, the Association's CC&Rs take precedence over any of these Rules and Regulations.

Baywatch Townhomes Association Inc.

RULES AND REGULATIONS

APPENDIX A—SATELLITE DISH POLICY

1. Owners are allowed to install satellite dishes of up to one meter (approximately 39") in size anywhere within their own units, as well as anywhere in your exclusive use common area patios or balconies, owners cannot attach the satellite dish physically to the common area (walls, roofs, etc.). If the satellite dish is visible to other units or the common areas, owners should use some type of foliage to camouflage to satellite dish.

BAYWATCH

TOWNHOMES ASSOCIATION

January 4, 1999

RE: Staggered Elections

Dear Homeowner;

Pursuant to the recent ballot by the membership, Article IV, Section 2 of the Baywatch Townhomes Association Bylaws, entitled "Term of Office," has been amended to have staggered elections for the Board of Directors by striking the language as it currently appears, and in its place the following will be added:

The Board of Directors will be elected by vote of the general membership of the Association at each annual meeting of owners called for that purpose and when elected shall serve for two (2) year terms, except as provided below. In any annual election, those three (3) candidates who receive the highest number of votes will serve for terms of two (2) years, and the two (2) candidates who receive the next highest number of votes will serve for one (1) year terms. Unless vacated sooner, each director shall hold office until the director's term expires and a successor is elected.

The Board of Directors
Baywatch Townhomes Association