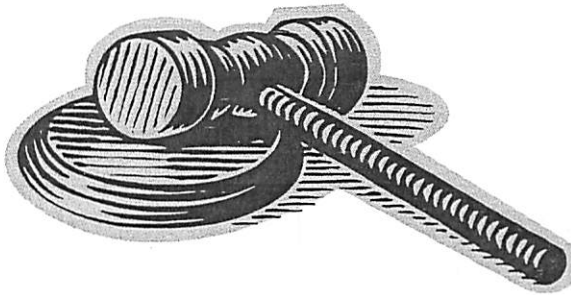


HARBORPLACE TOWER HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS



ADOPTED JUNE 24, 2015

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RULES AND REGULATIONS

1. PREAMBLE AND DEFINITIONS

The Board of Directors of HarborPlace Tower Homeowners Association, by authority of the Declaration of Covenants, Conditions and Restrictions (the CC&Rs) and the Bylaws of the HarborPlace Tower HOA project (the Bylaws), hereby adopts the following Rules and Regulations.

The Board of Directors adopts these Rules and Regulations for the express purpose of protecting the Owners' property, and promoting the health, safety and welfare of the Owners and Residents, as defined herein, of HarborPlace Tower. The Rules and Regulations shall be enforceable to the same extent as though they were specifically set forth in the CC&Rs, except that in the case of any conflict between these Rules and Regulations and the CC&Rs and Bylaws, the CC&Rs and Bylaws shall to the extent of the inconsistency govern, unless they are inconsistent with local, state, and/or federal laws. Included as part of the Rules and Regulations is the policy on fines and enforcement procedures for violations of set rules herein.

In this document, "Owner" shall be construed to mean any person or legal entity with an ownership interest in a condominium of HarborPlace Tower.

The term "Resident" shall mean any person legally residing in a Unit in HarborPlace Tower, including Owners who live there, tenants, lessees, and renters.

The term "Nonresident" shall mean any person in, upon, or about the premises of HarborPlace Tower who is not an Owner/Resident, including guests, invitees, contractors, employees, and the agents of HarborPlace Tower HOA.

The term "HPT" shall mean HarborPlace Tower.

The term "HOA" and the term "Association" shall mean Homeowners Association, specifically the HarborPlace Tower Homeowners Association.

The term "CC & Rs" shall refer in this document to the HarborPlace Tower Covenants, Conditions & Restrictions.

The term "Unit" shall mean any condominium unit of HarborPlace Tower, as defined in Exhibit "B" of the CC & R's entitled CONDOMINIUM PLAN (page 47).

The term "Commercial Unit" shall be used here as defined in the CC & R's in 1(p) (page 4). Owners, tenants, lessees, and renters of that Unit shall be bound by the restrictions in this document, as well as Exhibit "D" of the CC & R's entitled RULES AND REGULATIONS COMMERCIAL UNIT.

The word "his" shall be construed to mean his, hers, or its, and "him" shall be construed to mean him, her, or it.

2. PERSONS COVERED AND LIABILITY OF OWNERS

- A. These Rules and Regulations shall be binding upon all Owners, Residents, and Nonresidents, and all persons in, upon or about the premises of the HarborPlace Tower project, whether by invitation, permission, or otherwise.
- B. When an Owner leases or rents his Unit, a copy of the most current Rules and Regulations is required to be included as an integral part of the lease or rental agreement.
- C. Each Owner shall be jointly and severally liable with any of their lessees, tenants, invitees or guests who violate any of these Rules and Regulations, and Owners are specifically required to inform such persons thereof.
- D. All Owners are required to carry homeowner's insurance. Current certificates of insurance must be on file in the Management Office. The Owner's policy must include liability coverage of \$1,000,000 or greater per occurrence provided such limit shall not limit the liability of the Owner. The Association reserves the right to disapprove or approve all exclusions and riders. The HarborPlace Tower Homeowners' Association must be named as an additional insured. For the full text of insurance requirements, see the CC & R's, page 17, Section 13(d)(4), "Liability Insurance" second paragraph.
- E. The Association strongly recommends that Owners who rent or lease their Units require in writing as an integral part of the rental agreement or lease that their renters or lessees carry renters' liability insurance.
- F. Indemnification: Each Owner shall be liable to all other Owners for any damage to the Common Area that may be sustained by reason of the negligence of such Owner and the family members, Contract Purchasers, tenants, guests, and invitees of such Owner, but only to the extent that any such damage is not covered by casualty insurance in favor of the Association. Each Owner, by acceptance of his deed, agrees personally and for his family members, Contract Purchasers, tenants, guests and invitees, to indemnify each and every other Owner, and to hold such other Owners harmless from, and to defend such other Owners against, any claim of any person for personal injury or property damage occurring within a Unit except to the extent (i) that such injury or damage is covered by liability insurance in favor of the Association or other Owner or (ii) the injury or damage occurred by reason of the willful or negligent act or omission of the Association or of the other Owner or his invitee. (This paragraph taken verbatim from CC&Rs, p. 10, Section 4, "Indemnification.")

3. NOTICE OF GUESTS, SERVICES AND DELIVERIES

- A. Association security personnel will be in the lobby and will announce the arrival of guests or tradesmen to the Owners/Residents before admitting them. Invitees must be informed of this policy and be advised that no one will be allowed beyond the front desk lobby level until the Owner/Resident has given approval to the desk security personnel. Owners/Residents may provide the front desk with a list of guests who are pre-approved for entry until revoked.

Adopted June 24, 2015

- B. Packages delivered by the U. S. Postal Service, mail messenger, or commercial delivery service may be accepted for delivery at the front Security Desk. However, the HOA assumes no responsibility for performing such service and all responsibility for theft or damage to deliveries shall be borne by the Owner/Resident to whom the articles are addressed.

4. INDIVIDUAL UNIT KEYS

- A. The Association requests that a key for each individual Unit be kept on file, which will allow HarborPlace Tower HOA personnel to enter into a Unit for emergency purposes only (such as plumbing leaks, fire, or medical purposes). In the event that emergency Unit entry is required, management shall notify the respective Unit Owner/Resident of such entry as soon as possible. See the CC&Rs, p. 22, Section 15, "Unit Maintenance," (final sentence). The Management Office requires Owner/Residents to sign a form limiting the Association's liability with respect to the Association's maintenance of the Unit key. If the Owner/Resident refuses to provide a key, that Owner/Resident runs the risk that the door may have to be broken in order to gain entry in an emergency.
- B. In the event an Owner/Resident loses or misplaces his keys, the Owner/Resident remains responsible for obtaining the services of a locksmith and replacing the keys. During business hours, Owners/Residents who have a key on file with the Management Office may obtain entry to their Unit by contacting the Manager. The Manager shall not admit persons to private homes other than those individual Unit Owners/Residents who can provide appropriate identification.
- C. Each Owner/Resident who wishes to leave a key with the front desk must provide an explicit list of the first and last names of persons authorized to sign out the key, and the Owner of the Unit must sign a waiver releasing the HOA from liability. The authorized person will be responsible for providing photo identification and signing the key in or out, along with the date and time, on a standard form to be provided by the Association. Whenever used, these keys must be signed out and signed back in, even when used by the Owner/Resident, predesignated individuals, or HOA staff. These keys will be kept in a locked cabinet by security personnel.

5. ASSOCIATION EMPLOYEES, SERVICE PROVIDERS, OR AGENTS

- A. The Association contracts for a staff to clean, maintain, and repair the common areas only. Maintenance and upkeep of plumbing, appliances and equipment within individual Units is the responsibility of the Owner.
- B. Owners/Residents are not permitted to use Association employees, service providers, or agents to perform personal errands or tasks on their behalf or to work in their individual Units. Workers' Compensation insurance does not provide coverage for work performed outside the scope of employment duties and creates potential liability for the homeowner and the Association.
- C. Owners/Residents or guests shall not reprimand any employee, service provider, or agent of the Association at any time. Rather, direct any and all complaints to the Management Office or to the Board.

6. CONSTRUCTION AND REMODELING

- A. For scheduled, non-emergency services, work by Owners and/or contractors is allowed from 8:00 am to 6:00 pm Monday through Friday, except holidays. Unit Owners who are performing remodeling work without the assistance of contractors may also perform that work between 10:00 am and 6:00 pm Saturday and Sunday.
- B. Personnel with equipment and/or supplies must use the service (freight) elevator.
- C. All refuse from service work must be disposed of off the property. This refuse may not be placed in the building's trash bins, trash chutes or compactor.
- D. All contractors and tradesmen must sign in and out with the front desk.
- E. Owners must contact the Association Manager/Architectural Committee for approval prior to beginning any remodeling or home improvements. See CC&Rs, p. 10, Section 2(q) "Structural Alterations" of the CC&Rs. Such approval may require the submission of multiple documents and a deposit.
- F. Completed applications should be submitted at least one week prior to monthly Board meetings in order to be considered at that meeting.
- G. The Owner is responsible for any damage to the Common Area caused by his contractors. The Owner is responsible for assuring that contractors clean utilized Common Areas on a daily basis. Owners and contractors are required to remove floor protection materials from the Common Areas before each weekend.

7. COMMON AREA

The Common Area is defined as real property owned by the Association for the use and enjoyment of its Owners/Residents. It includes all areas outside the individual Units, such as landscaping, residential hallways, building exteriors, parking areas and recreational facilities. Each Owner has a vested interest in the Common Area and should give it the same pride of ownership and care given to his own home.

- A. Owners/Residents should not engage in any conduct that would disturb other Owners/Residents, such as loud conversations, loud stereos, playing musical instruments, slamming doors, etc.
- B. Owners/Residents will be responsible for the actions of their lessees, pets, guests, guests' pets, and anyone on the premises by their invitation.
- C. Owners/Residents will be responsible for, and bear all costs of repair and/or replacements for, any damage to the building, recreational facilities, equipment or other common area property caused by the Owner, lessees, guests, employees/contractors, pets, or guests' pets. Individual Owners will also be responsible for, and bear all costs of repair and/or replacement for any damage to individual Units or personal property of other Owners caused by the Owner, lessees, guest, employees, contractors, pets, or

guests' pets throughout HarborPlace Tower. This includes any damage caused by their tenants even if the Owner was not negligent in causing such damage.

- D. Obstructing hallways and entranceways is not permitted.
- E. Owners/Residents, lessees, guests, employees and contractors shall not store anything in the common areas. This includes plants, signs, pictures, paintings, items or furniture. Nothing may be placed on common area hallway carpets or walls. No permanent decorations are permitted on Unit entry doors. Temporary decorations may be placed on doors, such as holiday wreaths, thirty (30) days before the occasion, but must be removed within fourteen (14) days following the holiday.
- F. Dusting, brushing or cleaning of personal belongings in any common area is not permitted.
- G. Proper attire, including shirts and shoes, is required in the lobbies, elevators, and social rooms. Dripping wet bathing attire may not be worn inside the internal common areas.
- H. Owners/Residents may not borrow or remove any Association equipment or property without approval of the Management Office.
- I. Signs, advertisements, notices or any lettering shall not be exhibited, inscribed or affixed by any Owner/Resident on any part of the outside or inside of the premises or building without the prior written consent of the Management Office.
- J. Bicycles, tricycles, skateboards, skates, and any wheeled vehicle may not be operated in the common area at any time (except in the parking area on the way to and from the bicycle room or other authorized storage areas).
- K. The use of one-wheeled, two-wheeled, or three-wheeled gyroscopically stabilized, motorized devices, such as the "Segway," in common areas is not permitted, subject, however, to any bona fide disability affecting an Owner/Resident.
- L. Smoking is not permitted in any common areas, which includes but is not limited to hallways, stairwells, lobbies, garages, and the pool deck. Smoking is permitted in individual Units.
- M. Neither Owners/Residents nor their families, employees, agents, visitors, licensees nor service personnel shall distribute or cause to be distributed door-to-door any advertising, pamphlets, free newspaper or any other printed matter. Door-to-door solicitation and electioneering are prohibited.
- N. Owners/Residents and their invited guests may use the common area. Please contact the Management Office in advance if large parties of guests are planned.
- O. Owners/Residents must not prop open any perimeter doors at any time (per fire regulations). This includes residential front doors of individual Units.
- P. The roof and heliport are off limits for use by guests or Owners/Residents except in an emergency.

8. PETS

The Association is bound by the existing pet rules. For the complete pet owner liability statement, see CC&Rs, p. 9, Section 2(p), "Pets."

- A. Owners/Residents may have one dog or cat per unit, no larger than 30 pounds.
- B. The Association can prohibit the keeping of any pet that in the sole and exclusive opinion of the Board constitutes a material threat or nuisance to the health or safety of an Owner/Resident.
- C. Pet owners must take responsibility for their pets. Pets must remain controlled in all permissible common areas by leash, cage or hand carried.
- D. Owners/Residents and their guests are not allowed to bring pets into the pool area, social room, gymnasium, sauna, or roof.
- E. Owners must immediately clean up after their pets whether the mess is on the building premises or on the Association grounds.

9. ELEVATORS

- A. Owners/Residents must not tamper with elevator stop switches as this may cause elevator to become stuck.
- B. An Owner/Resident must not unnecessarily hold or otherwise interfere with the normal operation of the elevators.
- C. When moving in or out, or for other extended use of the freight elevator, Residents must coordinate their schedules in advance with the front desk in order to reserve a time to use the freight elevator. The freight elevator may be used from 8:00 am to 6:00 pm.
- D. Owners/Residents who have reserved the elevator must give consideration to others' short-term needs during the reservation period.
- E. Accidental soiling or damage to the elevators by any means must be reported immediately to security personnel. Owners will be responsible for all costs of repairs and cleaning, unless the Owner/Resident can immediately clean up a minor accident before leaving the site.

10. BALCONIES, EXTERIOR WALLS, AND RAILINGS

- A. Owners/Residents shall not make alterations to balconies that affect the structure or make alterations that are visible from the exterior of the Unit without prior HOA Architectural Committee approval. Owners/Residents must not attach anything to the walls or floors of balconies that would compromise the waterproofing integrity.

- B. Items shall not be attached to or protrude beyond the outside wall of the building. Blinds, shades, screens or decorative items shall not be attached to or hung from or used in connection with the outside of any window or balcony door of the premises without prior written consent of the Management Office. All interior window treatments must appear to be white or off-white from the exterior.
- C. Balcony umbrellas are prohibited.
- D. Balconies may not be used for storage purposes. The storing of cartons, refrigerators, appliances or other visually objectionable items on the balcony is prohibited.
- E. Hanging clothes, towels, blankets or other similar articles from balcony railings is prohibited.
- F. Signs, banners, and advertising may never be displayed from balconies except as may be authorized by applicable law.
- G. Planters must be kept on saucers to contain excess water to avoid damage to decking and spillage onto building exterior.
- H. Balconies must be cleaned regularly by removal of debris, sweeping, vacuuming, or damp mopping. Balconies may not be cleaned by any method that causes water or debris to drain from balcony drain spouts.
- I. All decorations for legal holidays may be displayed on balconies from thirty (30) days prior to and fourteen (14) days after the holiday.
- J. Anyone smoking on a balcony must show consideration for neighbors with respect to drifting smoke. No items may be thrown or dropped from a balcony, including cigarette butts and ashes.

11. BARBECUES

Charcoal briquette and propane barbecues are not allowed on the balconies or inside individual units. Storage and/or use of propane or other flammable liquids is prohibited.

12. PROMENADE AND P1 CONFERENCE ROOM

- A. The P1 conference room may not be reserved, but the promenade may be reserved for private events by Residents only. The interior areas of the promenade level may be reserved Sunday through Thursday from 8:00 am to 10:00 pm, and Friday through Saturday from 8:00 am to 12:00 midnight. The exterior areas of the promenade level may be reserved for any day of the week from 10:00 am to 10:00 pm. The maximum number of guests is fifty (50) persons.
- B. The promenade level may not be reserved for a private function on any major holiday, or for any day on which the city holds an event that impacts HarborPlace Tower, for example, the weekend of the Long Beach Grand Prix.

- C. To reserve the promenade level you must contact the Management Office for approval. In addition to a refundable security deposit, a non-refundable payment is required for Residents wishing to reserve the common areas for private events. For a schedule of charges, please contact the Management Office.
- D. The reservation must be made at least one (1) week in advance of the occasion and a refundable security deposit and the room rental fee must be received in the Management Office at the time the reservation is made. For larger events the Resident may be required to pay for extra security personnel. The security deposit does not limit the liability of the host. Residents must leave the room in its original condition or the refundable security deposit will be forfeited.
- E. A certificate of insurance must be on file with the Management Office for Owners/Residents before approval to reserve space on the promenade level will be given.
- F. Guests may not enter any area of the building beyond those approved for the event. It is prohibited to prop open any security door during the event. Functions taking place on the promenade level must not interfere with other Residents' access to the fitness center and pool area.
- G. Hosts of the event should provide the Management Office with a list of invited guests and anticipated arrival time prior to the date reserved. Security personnel will have access to the guest list in order to maintain security for all guests. Those persons whose names do not appear on the guest list will be denied entry, unless telephone authorization can be obtained from the Resident.
- H. It is the Resident host's responsibility to clean up after the party. A checklist will be provided to the host to insure that the reserved area is returned to its normal condition. The Manager will assess the condition of the room and any damages by the next working day after the event. Any service that the Association has to provide will be deducted from the security deposit with a minimum charge of \$25.00. If the party ends at a time that the Manager is not immediately available, the host may ask the security personnel for a courtesy inspection.
- I. Decorations for events are subject to the approval of the Management Office and plans must be submitted at the time the reservation is made. Nothing may be permanently attached to any structure nor may nails, tacks or staples be used.

13. POOL/SPA

- A. All persons using pool and spa do so at their own risk. There is no lifeguard on duty. The Association and Management do not assume responsibility for accidents or injury.
- B. Owners are responsible for the actions of their guests, their tenants and their tenants' guests at all times, including any damage to the common area.
- C. Owners/Residents and invited guests only may use the pool, pool area and spa. An adult Owner/Resident must accompany guests or provide notice to the security desk that the guest is authorized to use the pool area.

- D. Children ages 14 or under must be accompanied at all times by an adult (18 years or older) who will supervise the child's activities and behavior, and there will be no more than two (2) children per supervising adult. Any person wearing a diaper will be required to wear a waterproof garment over the diaper to prevent contamination of the pool.
- E. Pool and spa hours are from 8:00 am to 10:00 pm Sunday through Thursday, and from 8:00 am to 12:00 midnight Fridays, Saturdays, and holidays. THERE IS NO LIFEGUARD ON DUTY.
- F. Excessive noise will not be tolerated. Music playing devices should be set for individual listening (preferably headphones). No boisterous or rough play is permitted in pool area. Owners/Residents and guests must not engage in loud games in pool or pool area. No diving or jumping into pool is permitted.
- G. No one party or group of persons may monopolize the pool, pool area or spa. Four (4) guests per Unit are allowed at one time.
- H. Drinks are allowed at poolside if served in cans, paper or plastic containers. For safety reasons, no drinking glasses, bottles, or other glass items are permitted. Food may be consumed on the pool deck but not in the pool or spa.
- I. The Association assumes no responsibility for personal articles used by the pool area.
- J. No pets are allowed in the pool area.
- K. Pool furniture cannot be reserved. Pool furniture must not be removed from the pool area.
- L. Owners/Residents and guests should wear suitable foot attire and clothing when going to/from the condominium Unit and pool area. Persons must dry off completely before entering fitness center, elevator or common areas.
- M. Recreational wheeled vehicles may not be used in the pool area.
- N. Rafts may not be used when two (2) or more other persons occupy pool.
- O. Playing ball, pushing, dunking or other "horseplay" is not allowed.
- P. Any persons in violation of these rules should be asked to vacate the area. In the event of noncompliance, security should be notified.
- Q. Persons having currently active diarrhea or who have had active diarrhea within the previous fourteen (14) days shall not be allowed to enter the pool water.
- R. In addition to these rules, Owners/Residents and their guests must take notice of and comply with all posted signage.
- S. Owners/Residents using the pool area must properly dispose of leftover food and any other trash they generate.

14. EXERCISE ROOM

- A. The persons using the exercise room do so at their own risk. The Association assumes no responsibility for accidents or injuries. Owners/Residents and invited guests only may use the exercise room. An adult Owner/Resident must accompany guests or provide notice to the security desk that the guest is authorized to use the exercise room.
- B. No one 14 years old or younger will be allowed in the exercise room or use of the exercise equipment without adult supervision, and there will be no more than two (2) children per supervising adult.
- C. Persons covered with any type of lotion or oil may not use the exercise equipment.
- D. Food or beverages (other than water and sports drinks) are not allowed in the exercise room.
- E. Damage to exercise equipment should be immediately reported to the security personnel on duty, who will notify the Management Office. Any damaged equipment shall not be used until repaired.
- F. Those using the exercise room are encouraged to wipe down equipment after usage and return loose equipment to its storage location.
- G. The last person leaving the exercise room must turn off the television.
- H. Personal exercise equipment must not be left in the exercise room without authorization from the Management Office.
- I. Owners/Residents using the exercise room between 10:00 pm and 8:00 am must not make excessive noise.

15. GARAGE

- A. Speed limit is 5 MPH in garage area. All drivers must comply with posted signage.
- B. All vehicles parked in the garage should be locked.
- C. The association assumes no liability for vehicles or their contents.
- D. Repairing or washing of vehicles or other personal property is not permitted anywhere in the garage area.
- E. Parking spaces in the Resident garage area are solely for the parking of personal vehicles. The parking of trailers, boats, recreational vehicles, campers, and commercial vehicles by Owners/Residents or their guests within the confines of the parking structure is strictly prohibited.
- F. Owners/Residents will be required to repair or clean off-site any inoperable or unusually dirty cars kept in the parking structure.

- G. Owners/Residents shall keep assigned parking spaces neat, clean, attractive and safe at all times. The owners of any vehicles leaking fluid to the extent that the Management Office deems to be hazardous will be asked to clean the parking space and park the vehicle off premises. Should the Owner/Resident fail to clean up any oil or grease after having received written notice from the Management Office or Board, the Management Office or Board shall have the necessary work done and the cost shall be assessed against the responsible Owner.
- H. Personal property other than personal motorized vehicles shall not be stored in garage areas within, in front of, or adjacent to assigned parking spaces.
- I. Owners/Residents must park their vehicles in assigned spaces only. Vehicles parked in stalls assigned to other Owners will be towed away at vehicle owner's expense.
- J. A vehicle must not be parked in such a way that it impedes or prevents ready access to another Owner's or Resident's parking space or driveway. A vehicle must not protrude beyond the boundary of its designated parking space.
- K. Blowing of vehicle horns or revving up of engines is not permitted.
- L. No vehicle may enter the garage if its vertical clearance height is over 7 feet.

16. PARKING REGULATIONS

- A. Each Unit has two (2) deeded parking spaces in the Resident parking area. No parking space may be sublet to a non-resident. No Owner shall assign or convey an assigned parking space without prior notification to the management office.
- B. The Guest parking area (80 spaces) is located on the west side of the building on parking level P-1.
- C. Guests may not use assigned Resident parking spaces without the Resident's permission. They must use the guest parking area.
- D. Owners/Residents must park in their assigned spaces. Owners/Residents may use guest parking only for the purpose of conducting business within the lobby, for loading and unloading purposes, or for visiting the commercial Unit for a period not to exceed two (2) hours. A maximum of twenty (20) minutes parking is permitted in certain designated parking spaces marked "20 Minute Parking only." Handicapped Owners/Residents are subject to the same rules due to Owner/Resident parking being made accessible to the handicapped. If a handicapped owner/resident has specific needs they must bring these requests of exception to the Board of Directors for review and approval.
- E. In the Guest parking area, vehicles remaining in the same parking space for more than four (4) days will be considered stored and will be subject to towing at the vehicle owner's expense.
- F. A Guest's vehicle must be registered with the Management Office if the guest will be staying for a period of longer than four (4) days.

G. The Parking Regulations enforcement procedures are as follows:

- a) First Offense: The Owner will receive a written Notice of Violation
- b) Second Offense: The Owner will receive a written Second Notice of Violation
- c) Third Offense: The vehicle will be towed at the vehicle owner's expense

17. BICYCLES

- A. The Association has provided a storage room for bicycles. The Association may charge a fee for this storage; however, the Association assumes no responsibility for the theft of or damage to bicycles left in the bicycle storage room.
- B. Owners/Residents are responsible for identifying, parking, and locking their bicycles in the designated bicycle storage room and assigned space. Bicycles must be registered with the management office. Once a space has been assigned by the management office, the bicycle cannot be moved to a different space without permission from the management office.
- C. Visitors arriving on bicycles should register with the security personnel and lock them up according to his instructions. The Association accepts no responsibility for the theft of or damage to the Guests' bicycles.

18. FIRE AND EMERGENCY REGULATIONS

- A. Elevators must not be used in the event of a fire. Owners/Residents must become familiar with egress options and advise guests as well.
- B. Notice will be given in advance of a fire alarm test. In the event of a fire or other evacuation emergency or test drill, close the door to your Unit and take the key, then proceed to the nearest stairway and descend five floors, unless otherwise instructed.
- C. In the event of a fire drill or an actual emergency, Owners/Residents are required by law to comply with directions over the building's intercom system or from loud speakers.
- D. Any fire, no matter how small, shall be reported immediately to HarborPlace Tower security personnel and to the Fire Department. Owners/Residents are cautioned that the smoke detectors within their Unit only sound within their Unit. The Fire Department must be summoned by calling 911.
- E. Any door or gate that is designated for "emergency exit only" shall not be used for Owner/Resident or guest ingress or egress, except in the case of an emergency.

19. REFUSE

A trash chute serving the entire building is on each floor opposite the "07" unit, which is connected to a trash compactor on the P1 level. The opening of the chute measures 14 ½ by 17 ½ inches, and it is intended for the disposal of household waste sealed in a plastic bag (up to the size of a medium kitchen bag) only. There are recycling bins located on the P1 level near the mailroom, and an open trash dumpster in the alley east of the building on the P1 level.

Owners are responsible for the cost of clearing the trash chute and repairing the compactor if they place inappropriate materials in the chute.

- A. As a courtesy to other Residents, all Residents must refrain from using the trash chute between 10:00 pm and 7:00 am (due to noise), and make sure that the door is securely closed after use (to control odors).
- B. All refuse that is to be discarded in the trash chute must be sealed in a leakproof durable plastic bag. Do not carry leaking bags through the hallways or common areas.
- C. Large cardboard boxes must not be placed in the trash chute since they could expand and block the chute. Boxes must be taken to the recycling bins on the P1 level.
- D. Owners and contractors doing remodeling work must make their own arrangements for the disposal of construction waste.
- E. Residents must not dispose of appliances or furniture on Association property. They must arrange for removal at their own expense.
- F. The open dumpster in the alley is intended for household waste that is too large or too heavy to be placed in the trash chute. Each Resident is limited to the equivalent of a normal 50-gallon can of such trash within a one-week period.
- G. All Residents are encouraged to recycle as much as possible for the benefit of the environment, but they must follow the guidelines posted in the trash chute room on each floor and in the recycling area on P1. Prohibited items include waste food, plant material, liquids, wood, and clothing.
- H. All cardboard containers must be flattened before being placed in the recycle bins. Large items should be cut to fit easily within the bins. A box cutter is attached to the wall near the recycling bins. Oversized boxes must not be placed in the alley as an alternative to cutting them to fit into the recycling bins.
- I. It is against California law to dispose of household hazardous waste such as televisions, batteries, and motor oil in any Association waste receptacle. Information about the disposal of such waste is posted in the recycling area.
- J. Owners are responsible for ensuring that their contractors, delivery personnel, and movers do not violate refuse and recycling rules.

20. SATELLITE DISH INSTALLATION AND REMOVAL POLICY

An FCC ruling permits Owners to install small dishes within private patio, deck, and balcony areas. In accordance with the FCC rule, the Association may control the location of the antenna within the balcony, and the Association may require reasonable screening or concealment of the dish.

- A. Owners wishing to install a satellite dish may do so without additional Board approval, providing they comply fully with this Satellite Dish Installation and Removal Policy. The

Board retains the legal right to take appropriate action(s) against the responsible Owner for any and all installations that do not comply with this section.

- B. Owners must submit an architectural review request prior to installation and upon removal.
- C. Installation must be accomplished by a licensed and insured dish installation company.
- D. Dishes must be installed in compliance with all FCC and City Rules and Regulations. It is the responsibility of the Owner to verify that they are in compliance with these rules.
- E. Dishes may be installed within the perimeter boundaries of a Unit's private balcony. However, the installation is subject to limitations: dishes may not be attached to the building walls, floor, rails, windows, or balcony ceilings.
- F. Dishes may not protrude more than 18" above the balcony wall, and no portion of the satellite dish may project outside the vertical boundary of the balcony or building wall.
- G. Dishes should be free standing (not permanently attached) but set in a heavy base to prevent wind damage.
- H. Wires should be routed along base of balcony wall and only one hole should pierce the exterior wall to allow cable access to the interior. This hole must be completely sealed. Any and all damage from the installation to the exterior or consequent leakage will be corrected at the Unit Owner's expense.
- I. When removing the dish for any reason, all repairs will be at Owner's expense. The Management Office must be contacted to verify that penetrations are properly sealed.
- J. Failure to follow these requirements will result in the Owner incurring the costs to relocate or remove the dish in addition to the costs of repairing all damage caused by the installation and/or removal of the dish.

21. HAZARDOUS MATERIALS

- A. No flammable, combustible or explosive fluid, materials, chemical or substance of any kind shall be used or stored in any Unit, or on any balcony, except those required or used for normal household use. Gas powered machines and fuel tanks are prohibited inside the Units. Oxygen for medical reasons may be stored in Units provided the Management Office is notified.
- B. No waste, toxins, contaminants, pollutants, carcinogens, restricted or regulated chemicals, or substances shall be used, stored, kept, disposed of, brought or transported on or about the building.

22. UNIT SALES AND LEASES

- A. While selling a Unit, public open houses are expressly prohibited. A public open house is defined as an event in which the public is invited into the building, unescorted, to view property. Open house signs are therefore prohibited.

- B. A real estate broker's open house is permitted and must be limited to licensed real estate agents only. Agents will be required to sign in prior to admittance.
- C. A Unit Owner or the agent representing the Owner must show the property by appointment only. All appointments must be escorted from the P-1 Lobby, through all common areas and facilities and escorted back to the P-1 Lobby upon exiting the building.
- D. Any lease or rental agreement entered into between an Owner (as a landlord) and a lessee of a condominium shall include a provision in its Declaration requiring compliance by the tenant with all the Covenants, Conditions and Restrictions as well as with the Rules and Regulations, which provision shall be for the express benefit of the Association and each Owner. The Association and each Owner shall have the right of action pursuant to Section 374 of the California Code of Civil Procedures directly against any lessee, as well as against Owner, for nonperformance of any of the provisions of this declaration to the same extent that such right of actions exists against such Owner.
- E. The Management Office must be formally advised of any lease/rental, and the Association requires that a copy of the lease agreement be on file in the Management Office.
- F. It is expressly prohibited to rent or lease any Unit for any period less than thirty (30) days.

23. MOVING IN OR OUT

- A. Owners/Residents moving in or out must schedule a move date in advance with the Security Desk. Owners/Residents moving in must meet with the Association Manager regarding rules and regulations prior to starting their move. Moving times are restricted to Monday through Sunday, 8:00 am to 6:00 pm.
- B. Owners shall be assessed a fee each time a new Resident moves into the respective Unit. The fee shall be identified as a "Move-in/Move-out" fee, which reflects the Association's costs in changing the records.
- C. All vehicles being loaded or unloaded must be parked in the alley adjacent to the building or in the street, not in the parking garage.

24. ENFORCEMENT PROCEDURES

- A. Before the Board imposes any monetary penalty or suspension of rights or common area use privileges against any Owner for failure to comply with the Rules and Regulations, the Board must act in good faith and must satisfy the following requirements: (i) The Owner will be notified in writing at least ten (10) days prior to holding a hearing. (ii) The notice will advise the date, time and place of the hearing, nature of the violation, and a statement advising the Owner of the right to attend the hearing and address the Board. All hearings will be in Executive Session unless requested to be in Open Session by the Owner.

- B. If the Board votes to impose discipline after the hearing, the Owner will be notified by mail within 15 days after the hearing. If any fines are imposed, they will be pursuant to a schedule that will have previously been provided to the Owners in writing. If the fine policy (or the amount of any fines) changes, a new annual notice will be sent.
- C. Collections: Fines imposed on a Unit for violations of the CC&Rs, Bylaws, or Rules and Regulations, including any related legal fees incurred by the Association, if necessary, will be added to the monthly assessment statement and are due and payable with that assessment.
- D. Procedure for Reporting Violations: Any Owner or Resident who believes that a violation of these Rules and Regulations has occurred, should report the violation in writing to the Management Office. Complaints should indicate: date, time, location, person(s) responsible for alleged violation and nature of violation. The identity of the person making the complaint will be disclosed, if requested, but subject to extraordinary or exigent circumstances that would require non-disclosure.

25. VIOLATION FEE SCHEDULE

Pursuant to Section 24 "Enforcement Procedures" of the HarborPlace Tower Homeowners Association Rules and Regulations, as adopted and revised by the Board of Directors, this fee schedule is declared and distributed to all Unit Owners.

A. FIRST NOTICE

If the Board believes there is compelling evidence of a violation, an initial written courtesy notice shall be delivered to the owner.

B. SECOND NOTICE AND HEARING

- i. If an Owner fails to either comply or propose an acceptable solution to the problem after the first notice, a second written notice of violation shall be delivered to the Owner, inviting the Owner to a formal hearing before the Board of Directors.
- ii. If the Owner fails to appear or a proposed alternative solution is not acceptable, a decision will be made by the Board regarding the imposition of a fine of not more than \$200 and/or the suspension of privileges.

C. THIRD AND SUBSEQUENT NOTICES

Third and additional written notices may be imposed after the opportunity of a formal hearing. Fines will be \$300 for each single event violation, and privileges may be suspended as determined by the Board of Directors.

THE BOARD OF DIRECTORS SHALL RETAIN THE AUTHORITY TO MAKE ADDITIONS, DELETIONS OR MODIFICATIONS TO THESE RULES AND REGULATIONS AS THEY DEEM NECESSARY.