

Lafayette Association of Homeowners, Inc
140 Linden Avenue
Long Beach, California 90802

Rules and Regulations

Introduction

As condominium residents, we at the Lafayette enjoy the many advantages of community living in a quality development. By sharing expenses we are able to have recreational facilities, landscaping and exterior maintenance at less cost than we would in a single family home. Residents are freed from many of the usual responsibilities of home ownership.

In exchange for these benefits we must adjust our activities in consideration for our neighbors. What may be perfectly acceptable in an individual home may well create serious problems in a large condominium like the Lafayette. Living as close as we do to each other requires greater awareness of, and responsibility to, our neighbors.

All Lafayette owners and tenants (and anyone living in or visiting a unit) are obligated to comply with the Association's Covenants, Conditions and Restrictions (CC&R's) and Rules and Regulations.

In accordance with the CC&R's, this is a copy of the Owners Association's Rules and Regulations. Although lengthy, the rules spell out what experience indicates is necessary for this condominium to function for the good of all residents. These rules have the same force and effect as the CC&R's and Bylaws and are to be used in conjunction with them. These rules supersede all those previously adopted.

Please take time to read these rules completely and explain the Rules and Regulations to anyone living or visiting your unit. We recommend that you keep the rules handy for re-reading and reference. We also suggest that you occasionally re-read the CC&R's and Bylaws.

Should you have any questions, please call the Office Manager and/or contact a member of the Board of Directors.

1. Fines

Each individual owner is responsible for his/her own actions as well as for the actions of the residents and visitors to the unit, whether they be family, friends or tenants. In addition, each owner is subject to all provisions contained in the CC&R's and Bylaws even though they do not appear in this document. Violations marked with a (***) are subject to a \$200 fine. Those marked with (**) are subject to a \$150 fine. Those marked with a (*) are subject to a \$100 fine. All other violations are subject to a \$50 fine. If the violation continues past the first fine stage, the fine will automatically double every 30 days.

2. Noise

We enjoy the community atmosphere and close relationship with friends and neighbors at the Lafayette, but we also want our privacy and need to respect the privacy of others. Because we live with common walls, floors and ceilings, one of the serious infringements on privacy is noise. It is important for each of us to consider the noise factors under which our neighbors must live, and to do what we can to be considerate.

2.1 (**) Noise must be kept to a reasonable level throughout the complex. Excessively loud radios, stereos, TVs, musical instruments and unnecessarily loud talking, whistling, screaming or loud noises of any kind will not be tolerated. When planning a special gathering, advise your immediate neighbors, close all windows and doors and make sure the noise is kept to a minimum.

2.2 (**) **All noise levels should be reduced after 10:00 p.m.**

2.3 (**) Pull stereo speakers, TVs, radios and other vibrating sound equipment away from common walls and windows. Place insulation under speakers sitting on the floor.

2.4 (**) No radio, TV or tape equipment may be used in the common areas, including patios and decks, unless utilizing earphones. Neither may musical instruments be played in any common area, including patios.

3. Common Area Conduct

3.1 (**) Owners will be responsible for damages, disturbances and/or violations caused by or committed by anyone living in or visiting their units, including but not limited to the cost to repair any damage.

3.2 No landscaping alterations shall be made to the common areas without prior approval of the Board. The owner will be responsible for restoring any unauthorized alterations to its original configuration at the owner's expense.

3.3 (*) Landscaping of individual units will be limited to the patio area and shall not detract from the aesthetic nature of the building.

3.4 (*) Clothes lines, antennas or other hanging apparatuses are prohibited.

3.5 All grocery store carts are prohibited in the building.

3.6 (*) Residents are responsible for picking up any debris, such as papers, bottles, cans, cigarettes and gum that are left in the common area by their guests or members of their families.

- 3.7 Any illegal activities that take place in the building shall be immediately reported to the police.
- 3.8 (**) Smoking is not permitted in the elevators.
- 3.9 Smoking is not permitted in hallways, lobbies or any area except inside the units.
- 3.10 Pets or animals are not permitted in the common area unless on a leash or in a pet carry cage and the owner must be in control of the leash. Common area includes hallways, lobbies, stairwells and elevators.
- 3.11 All roof areas are off-limits at all times. (See 10.11.)
- 3.12 It is the responsibility of all users of the recreation areas and restrooms to keep them clean.
- 3.13 (*) No playing is permitted in the parking lot area, alley, stairwells, corridors or other common areas which might be harmful to them or disturb the peace and quiet of the other residents.
- 3.14 (*) No furniture, personal belongings or equipment may be stored or left in any common area at any time.
- 3.15 (**) Tossing keys or any objects from windows is prohibited.
- 3.16 (*) Front doors are to remain in uniform appearance including but not limited to doorknobs, stickers, paints, signs and numbers.
- 3.17 Bare feet are prohibited in the lobbies or in the hallways.
- 3.18 (*) Slamming of doors is prohibited.

4. Pets

- 4.1 (**) **One domesticated dog, cat or other commonly accepted household pet, caged bird and fish in a household aquarium may be kept and maintained in a unit,** providing such pet is kept for non-commercial purposes and provided such pet shall not in the opinion of the Board create an unreasonable annoyance or nuisance to the owners and provided the pet has been registered with the Board.
- 4.2 All California, Los Angeles County and Long Beach laws and ordinances pertaining to animals will be enforced.

4.3 When residents are away from their unit, animals must be kept indoors and off patios and balconies. Noisy birds are to be kept indoors at all times. Wire screening for pet's safety on balconies is not permitted.

4.4 (*) **Pet owners must restrain pets from defecating in the common area.** including landscaped areas, parking areas, planters and at lobby entrances. Pet owners are responsible for immediate clean-up if required.

4.5 Excessive barking or loud noise is considered a nuisance and is not permitted.

4.6 Pets or animals are not permitted in the common area unless on a leash or in a pet carry cage. (See 3.10.)

5. Motor Vehicles, Parking and Driving on the Premises

5.1 (**) Parking by residents is permitted in assigned parking stalls only.

5.2 (**) Cars parked in spaces not assigned to them, cars blocking someone else's space or the lot entrance and cars parked anywhere not designated as a parking space will be towed away at the expense of the violator and/or vehicle owner.

5.3 (**) Cars must be parked between lines and fully into the parking space.

5.4 If space permits, guest and/or tenant parking may be arranged through the Association Office on a monthly rental basis.

5.5 Large trucks, trailers, campers, recreational vehicles, boats or similar equipment are not allowed within the project or in the parking lot.

5.6 Inoperative and unsightly vehicles may not be parked or otherwise maintained in the parking lot. Vehicles on blocks or with flat tires are in this category and will be removed at the owner's expense.

5.7 All vehicle repair work is prohibited in the parking lot unless in an emergency situation such as a flat tire or a jump start.

5.8 Vehicle owners are responsible for cleaning up oil and other fluid spills from their vehicles. Rags, rugs, newspapers and drip pans in parking spaces must be removed from the area. Oil-dry material must be applied and immediately swept away if it is used by residents.

5.9 Nothing may be stored in a parking space.

5.10 (**) Occupants driving in or out of the parking lot shall exercise extreme caution at all times. Any owner who drives at an unreasonable speed or otherwise fails to exercise

reasonable care when driving a vehicle anywhere in the parking lot shall be subject to a fine.

6. Laundry Rooms

6.1 (*) Please wipe up spills, clean dryer filters and dispose of trash in the containers provided.

6.2 Remove clothing promptly from washing machines and dryers when cycle ends. If necessary, clothing may be removed from machines by others when cycles are complete and the clothing owner is not in attendance.

6.3 Smoking is not permitted in the laundry rooms. (See 3.9.)

6.4 Laundry room hours are between 6:00 a.m. and 10:00 p.m.

6.5 Report inoperative equipment to the vendor number located on the appliance.

7. Trash

7.1 Be sure that all smoking materials and barbecue ashes are cold before throwing such objects into the trash bins.

7.2 (**) To prevent odor and for sanitary purposes, **please bag all trash in well-secured plastic trash bags. No loose trash is permitted.**

7.3 Large boxes are to be flattened and taken outside to the garbage dumpsters and not placed in the trash closets. This applies to other large objects as well.

7.4 (*) Mattresses, box springs, sofas, chairs and other furniture and appliances, as well as any other oversized trash, must be disposed of by making special arrangements with a trash collector. This is the responsibility of the resident.

7.5 (*) Trails of garbage and drippings from units to the trash closets must be cleaned up immediately.

7.6 (**) Nothing, including trash, may be tossed from windows. (See 3.15.)

8. Architecture, Grounds and Patios

8.1 (**) Exterior alterations, including fencing on balconies or additions of any type are not permitted without the written consent of the Board. A written application must be submitted to and approved by the Board before any exterior alterations can be made.

8.2 All patios and decks cannot be used for storage purposes, including but not limited to storage of parcels, boxes, crates, trash, motorcycles or other items. The foregoing shall not restrict an owner/resident from keeping a reasonable amount of outdoor furniture and related items on the patio.

8.3 Barbecues are prohibited in all areas of the building except private patios.

8.4 Residents with private patios must not leave a flaming barbecue unattended.

8.5 Game playing, such as handball, dart-throwing, etc., is prohibited on patios and walkways unless otherwise designated.

8.6 Care shall be taken when watering plants and/or washing windows and patios/decks to ensure that water does not overflow or spray onto adjacent units.

8.7 (**) **The exterior of all window coverings must be white** in order to provide a uniform appearance to the building. The interior of window coverings may be any color desired.

9. Moving In and Out

9.1 Moving activities in common areas are limited to the hours of 8:00 a.m. to 10:00 p.m.

9.2 Moving activities should not interfere with other residents.

9.3 Furniture, appliances and large boxes must be moved in the freight elevators.

9.4 (**) No moving shall be permitted through the front doors of the Main Lobby.

10. Elevators

10.1 The "Stop" button shall be used only when absolutely necessary.

10.2 (**) You are responsible for any marks or damage done to the elevator doors, walls, ceilings or floors incurred during moving. Any marks and/or damage done to elevator doors, walls, ceilings, lights or floor during owner and/or tenant moves are the responsibility of each owner. Any repairs will be billed accordingly.

10.3 Large items must be transported in the freight elevators.

10.4 The elevators do require a key tag to operate for all floors except the lobby floor.

10.5 (**) Smoking is not permitted in the elevators. (See 3.8.)

11. Safety and Security

11.1 Instructions and requests from Manager are to be followed carefully as Lafayette Staff exists for the safety and well-being of all residents.

11.2 (**) Propping open stairwell and fire doors and/or gates is prohibited.

11.3 (**) Residents and guests shall not climb fences, fire escapes or gates to enter or exit the building.

11.4 Suspicious persons or activities should be immediately reported to the Office Manager, or the Long Beach Police.

11.5 Newspaper deliveries should be temporarily suspended or arrangements made for their pickup by a neighbor when the unit is vacated for more than two days.

11.6 Riding bicycles, tricycles, skateboards and roller-skates is prohibited in hallways, lobbies, decks and the parking lot. The common areas are never to be used as playground.

11.7 Bicycles are prohibited in the Main Lobby and must be brought in and out of the building in designated areas only.

11.8 All visitors entering the building and persons who are unknown to residents and Security should be willing to identify themselves if challenged, especially in the elevators. Legitimate residents surely understand that questioning unknown persons is a normal safeguard in any building.

11.9 All roofs are off-limits to all residents at all times. No one other than Board members, employees or authorized workers are permitted on any roof areas of the building.

11.10 The solarium is available for use by the owners only and may be reserved through the office for meetings and parties. A deposit of \$100 is required and will be returned if the area is left in satisfactory condition.

11.11 Deliveries are not the responsibility of the Office, but of the resident. Items sent by mail which are too large for the mail boxes may be left by the postal worker at the Association Office. Recipients are notified by the delivery agent. Parcels may be retrieved during normal office hours. All residents must show identification if requested when picking up packages.

12. Intercom/Entry System

The Lafayette is equipped with an entry system which allows visitors to contact residents from the Linden lobby door and also allows residents to admit visitors to the lobby.

12.1 Allowing unknown, undesirable or unwelcome visitor's entrance to the building will result in termination of intercom service.

12.2 Any other abuse of the entry system will cause the service to be revoked.

To operate the system, visitors must follow the instructions shown on the intercom. They access the desired unit by entering the three digit code shown on the directory next to the resident's name. The resident must have a valid telephone number and a touch-tone instrument in working condition. Once a caller enters the code, the resident's phone rings and allows communication as in any other telephone call. To deny entrance to an undesirable visitor, simply hang up your telephone. To admit a visitor, press the "9" button on your phone and hold it down for a few seconds to allow the visitor to open the door and enter the lobby. "Call waiting" will assure that you do not miss your visitors.

13. Leasing Your Unit

13.1 (***) An owner of any unit may lease the condominium unit subject to the provisions of the CC&R's and the Rules and Regulations. Any owner desiring to lease a condominium unit shall, in every instance, follow the procedures detailed herein, and as directed by the Office Manager.

File with the Office Manager the following items:

- a) Lease agreement signed by tenant and owner
- b) \$100.00 fee for Move-in Services

All items must be filed with the Office prior to scheduling move-in, issuing keys and occupancy by the tenant. All information on file will be maintained in a confidential manner. The tenant may either bring a money order, cashier's check or personal check from the owner for payment of the Move-in Services fee.

Failure to comply will result in a fine being assessed to the owner.

13.2 (***) The owner is responsible for the negligence and conduct of the tenants. Should damages to the common areas be caused by anyone's tenant, the owner is responsible. When you lease a condominium, you assign your privileges to the common area facilities over to your tenant.