

The Village Condominium Owners Association Architectural Approval Agreement

On January 22, 2025, The Village COA board updated the Association's Rules and Regulations for making modifications and improvements to an owner's property and exclusive use common areas.

Entitled **Rules and Regulations, 16, Architectural and Alterations**, they are available on The Village website at <https://thevillagecondos.com/remodeling-information/> and in the Governing Documents folder in the Homeowner Portal at https://frontsteps.cloud/CaliberWeb2_HorizonMgmt.

The Architectural Approval Agreement form beginning on the next page must be completed and submitted to the Board for approval with a description of the proposed work **prior** to any work or modification starting.

The Architectural Approval Agreement must be sent via email, fax or U.S. mail to BOTH:

Horizon Property Management

Att: The Village Community Manager
21515 Hawthorne Boulevard, Suite 700
Torrance, CA 90503
Voice: 310-543-1995
FAX: 310-543-5578
Email: Donyelle@horizonmgmt.com

The Village Condominiums

Att: On-site Manager
640 The Village P2 (Lower Garage)
Redondo Beach, CA 90277
Voice: 310-379-0198
FAX: 310-379-7918
Email: service@thevillagecoa.com

Owners with questions regarding the architectural change procedure or the Architectural Approval Agreement may call Horizon Management Company at 310-543-1995. For technical questions regarding the architectural modification, please call the on-site manager at 310-379-0198.

It is recommended that owners refer to the Association's [Rules and Regulations, 16, Architectural and Alterations](#), prior to making their requests so that they are clear about the Association's guidelines for modification requests and restrictions, including certain modifications that without exception would not be approved.

The Board serves as the Architecture Committee and will review all requests at board meetings. Owners are encouraged to submit as much detail as possible regarding requests, such as pictures of the proposed modification/alteration; the proposed materials that will be used; owner's contractor's specifications for the work proposed; and contractor's contact information, license and proof of insurance, etc.

April 2025

ARCHITECTURAL APPROVAL AGREEMENT

This Architectural Approval Agreement (the "Agreement"), effective as of the date of execution, set forth below is made by and between The Village Condominium Owners Association, a California non-profit corporation (the "Association") and _____, an individual (the "Owner").

RECITALS

- A. Owner is the record owner of the following residence which is located within the Association" _____ (the "Unit"), which is subject to and bound by this Agreement.
- B. The Unit is bound by and subject to the Association's governing documents, which includes, without limitation, the Declaration of Covenants, Conditions and Restrictions recorded on June 8, 1973, including any amendments (collectively, the "CC&Rs") and the Rules and Restrictions.
- C. Owner desires to construct an alteration, modification, change, or improvement to the Unit which is more particularly described on the attached Exhibit "A" to this Agreement (the "Alteration") which is incorporated by reference and made a part of this Agreement.
- D. Prior to Owner commencing construction of their Alteration, they must first receive the Association's written approval for same. Owner understands that his/her submission of this Agreement does not qualify or constitute receipt of the Association's approval of the Alteration.
- E. The proposed start date for the Alteration is set for _____ and the proposed completion date is _____.

NOW, THEREFORE, in consideration of the terms, conditions, and promises below, as well as based on the Recitals outlined above, the parties agree as follows:

TERMS & CONDITIONS

(1) The Alteration shall not deviate from the plans and specifications without express written approval of the Association. If any improvements, additions, alterations or modifications are different from those approved by the Association under this Agreement, such improvements, additions, alterations, or modifications shall be deemed disapproved and the Owner shall promptly correct the non-conforming items.

(2) Owner shall comply with all applicable laws, ordinances, rules and regulations, as well as any orders of public agencies having jurisdiction over the work. Owner agrees that any Alteration that requires issuance of a building permit shall be submitted by Owner to the appropriate governmental entity for review and approval. In the event of a conflict between the conditions of approval imposed by the governmental entity and the Association, the more restrictive conditions shall control.

(3) Owner shall, at all times and at Owner's sole cost and expense, maintain (i) a workers' compensation policy covering any individual performing work in connection with the Alteration and (ii) a general liability insurance policy covering person and property, including the Unit, the Association, and the Alteration, in an amount both in an amount of at least \$1,000,000 by a carrier qualified to do business within the State of California. Owner agrees to provide the

Association with a certificate of insurance or other evidence of coverage. The required insurance coverages shall include an endorsement that covers any claims made at a multi-family residential dwelling and shall name the Association as an additional insured under such policies.

(4) Owner shall insure that the Alteration is undertaken with the least amount of disruption to the community, and shall not cause or permit undue noise or deposit of debris nor impede the flow of traffic. Owner's contractors must carry all trash and debris off-site and shall not use the Association's trash receptacles. Owner agrees to ensure any work performed is within the days and hours permitted by the Association's Rules and understands that work performed outside such approved hours is strictly prohibited.

(5) Contractors may only park in designated guest parking areas and are required to follow the Association's parking rules at all times. The Owner may be subject to monetary penalties for violations of the Association's parking rules.

(6) Contractors must use their own equipment. No equipment which is the Association's may be used at any time.

(7) All common area doors are to remain closed and locked at all time. Owner's contractors shall take reasonable steps to ensure they uphold the building's security.

(8) All work must be done inside the Unit. Workers cannot set up equipment in the Association's common areas including any hallways or walkways. Equipment cannot be stored overnight in the common areas, including any hallways or walkways. All doors to the Unit must be kept closed during the construction process.

(9) Workers are prohibited from playing radios and creating other noise nuisances unrelated to the construction of the Alteration. Workers are also prohibited from eating meals and taking breaks in the Association's common areas.

(10) Owner agrees to promptly reimburse the Association, after being provided notice and a hearing, for any damages or costs of repair the Association incurs as a result of Owner's construction of the Alteration.

(11) Owner agrees and understands approval of Alteration by the Association signifies only a general conformance with the architectural standards and not with any Building and Safety Codes, applicable laws or statutes, or construction best practices. Owner agrees and further understands approval of the Alteration by the Association is not based on and does not reflect an approval of its engineering design, compliance with building codes, or other safety specifications. The Association's approval of the Alteration, if any, does not absolve Owner of the responsibility for ensuring it's compliant with all applicable fire and buildings codes, any ordinances, specifications, or laws.

(12) Owner, for himself/herself, his/her heirs, successors and assigns, hereby indemnifies the Association, its directors, officers, employees, agents, and members, and agrees to hold the Association harmless from any loss or damages incurred in connection with, or by reason of, the construction or use of the Alteration, for any claims concerning Association's approval of the Alteration, including legal fees and costs, and will reimburse Association for any increased expenses incurred by the Association which are directly and/or indirectly attributable to said Alteration. Upon

Owner's receipt of the Association's approval for the Alteration, Owner agrees to indemnify, defend, and hold harmless the Association, its members, officers, directors, employees, and agents in connection with any damage, including property damage or personal injury, arising out of the installation, construction, maintenance, or operation of Owner's Alteration. If it is the express intention of the parties that should Owner's Alteration cause damage to person or property, in the Unit or elsewhere throughout the Association, then upon a reasonable showing demonstrating and evidencing same, the Owner (including their successors in interest) shall be wholly responsible for the repairs, replacements, and damages caused thereby.

(13) Owner agrees for himself/herself, his/her heirs, successors and assigns, that the Alteration shall be used only as specified in the approved plans and specifications. Any other use of said Alteration is hereby expressly prohibited, unless the Owner obtains the prior written permission of the Association to use said Alteration for other purposes.

(14) Owner, for himself/herself, his/her heirs, successors and assigns, hereby agrees to be responsible for maintenance of the Alteration in a first-class condition, and be responsible for the costs of removal when necessary to maintain, repair or replace any common area or exclusive-use common area components, and to pay for the repair of any damages that may be caused, in any way, by the construction or use of the herein-approved Alteration. If Owner fails to maintain the Alteration in a first-class condition, or fails to make necessary repairs to the Alteration or other portion of the Unit which requires repairs as a result of the construction of the Alteration, Association reserves the right to make the repairs and assess Owner for cost of the same.

(15) Owner, for himself/herself, his/her heirs, successors and assigns, hereby agrees to be responsible for the increased costs of maintaining and/or repairing any and all property normally maintained and/or repaired by the Association, if such increased costs are directly and/or indirectly attributable to construction or the use of the Alteration.

(16) At the Association's sole discretion, the Association may retain a consultant to review Owner's plans and specifications for the Alteration, but is not obligated to do so. Owner agrees to promptly reimburse the Association's consultant and review costs.

(17) If required, the construction and use of the Alteration shall conform to all applicable structural requirements.

(18) If the Association believes that the Owner is not in compliance with this Agreement, the Association will conduct a hearing in conformance with its governing documents for the purpose of permitting the Owner to be heard by the Board, and so that the Board may make a final determination of whether there has been a failure by the Owner to so comply, and whether there is good cause to request the Owner to cease any building, maintenance, or removal of the Alteration.

(19) The Association shall be entitled, but not obligated, to periodically inspect the Alteration, upon prior request to the Owner (telephonic is ok), during the hours between 9:00a.m. to 5:00p.m., on a weekday, to insure its compliance with this Agreement. In the event the Association is unable to reach Owner to give notice on its first attempt, the Association shall make a second attempt within the same business day. In the event the Association is unable to reach Owner on the second attempt, the Association may proceed with the inspection. The Association may at its own discretion be accompanied by a consultant.

(20) The provisions of this Agreement shall be deemed to obligate, extend to, and inure to the benefit of the parties and their heirs, successors, assignees, transferees, grantees and indemnities.

(21) This Agreement may be signed in counterparts, all of which such counterparts shall be deemed an original, and all of which together shall constitute one and the same instrument.

(22) In any action to enforce this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorney's fees.

(23) The language of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against any party.

(24) The parties represent and agree they intend for this Agreement to be legal and enforceable in its entirety. The parties further agree that, to the extent any portion of this Agreement may be held invalid or deemed legally unenforceable, then the remaining portions of the Agreement shall not be affected and shall be given full force and effect.

(25) This Agreement is the entire agreement between the parties and fully supersedes any and all prior agreements and understandings between the parties pertaining to the subject matter of this Agreement. Any changes to this Agreement must be in writing and signed by the Owner and an officer of the Association.

(26) This Agreement is made and entered into in the State of California and shall in all respects be interpreted and governed under the law of the state.

(27) The parties signing this Agreement represent and warrant that they have full and complete authority to enter into this Agreement, on the terms listed herein, and that no additional parties' consents or approvals are required to bind the parties to the Agreement.

(28) The failure of either party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver by that party to insist upon strict adherence to that term at a future date.

IN WITNESS WHEREOF, the parties hereto have caused the agreement to be executed as of the date and year indicated below.

Dated: _____

[Owner]

Dated: _____

[Association]

By:

[Director]

The Village Condominium Owners' Association

RULES AND REGULATIONS

[Adopted January 22, 2025]

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The Village Condominium Owners' Association

RULES AND REGULATIONS

Adopted January 22, 2025

1. INTRODUCTION

These rules and regulations ("Rules and Regulations") for The Village Condominium Owners' Association ("Association") were adopted by the Association's Board of Directors on March 16, 2016, and supersede in their entirety all prior rules and regulations of the Association, including but not limited to those rules and regulations adopted by the Association on June 28, 2007.

Capitalized terms used in this document that are not defined herein shall have the meaning given to them in the Association's Declaration of Covenants, Conditions and Restrictions ("CC&Rs"). When used in this document, the terms "Development" and "The Village" shall have the same meaning given to the term "Project" in the CC&Rs.

The rules and regulations herein apply equally to owners of condominiums in The Village ("Owners") and their family members, cohabitants, guests, invitees, agents and tenants ("Tenants") while in the Development.

A. Why We Have Rules and Regulations

Your decision to live in a condominium development, with its many advantages, signified a willingness to forego the relative freedom of action possible in a single-family dwelling. That willingness implied an obligation to respect your neighbors' rights, to modify your habits and actions to preclude encroachment and irritation, and to be tolerant of your neighbors' minor shortcomings – in other words, to be cooperative, courteous, and considerate (which usually will be reciprocated).

Acceptance of these obligations by all members of the community will lead to something we all desire – a pleasant and harmonious community! To ensure a uniform interpretation of this need for cooperation, courtesy, and consideration, certain standards of action must be published in an official fashion. The intent is that the community governed by these standards – the Rules and Regulations - will ensure the realization of the basic objective of optimum good and satisfaction for each Owner.

B. Governing Documents

The Village Condominium Owners' Association ("Association") has four governing documents:

1. Articles of Incorporation;
2. By-Laws;
3. Declaration of Covenants, Conditions and Restrictions ("CC&Rs"), originally recorded on June 8, 1973, and subject to any subsequent amendments; and
4. Rules and Regulations, which are authorized by and derived from the CC&Rs.

Many of the Association's regulations are provided directly in the CC&Rs. The Rules and Regulations cover additional regulations as determined necessary by the Board of Directors ("Board").

Amendments of the CC&Rs require approval of 51% of the membership. The Rules and Regulations may be modified by the Board and are updated more frequently than the CC&Rs. This 2016 version of the Rules and Regulations includes updates that have been approved by the Board since the previous publication of the Rules and Regulations in 2007.

The Village Condominium Owners' Association

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2. MANAGEMENT AND THE BOARD / CONTACT INFORMATION

A. ON-SITE MANAGER

The Development other than the interior of the Units is referred to as the "Common Area". The Common Area includes, but is not limited to, the landscaped grounds, pool area, guest parking, walkways, driveways, fencing, building exteriors, hallways, stairwells, and garages. See Article I of the CC&Rs for the precise definition of "Common Area".

The Association employs an On-Site Manager who supervises a staff ("Staff") and contractors in the maintenance and repair of the Common Area and exclusive use common areas such as balconies and exterior doors. Contact the On-Site Manager if you have a Common Area-related problem such as replacement building or pool keys, and problems with Common Area lighting, Common Area doors, pool, landscaping, etc. If you leave a message on the On-Site Manager's answering machine, please state when you will be available to receive his return call.

On-Site Manager

Office: Building 630, Level P2
Office Hours: 8:30 AM to 10 AM, Monday through Friday
Phone: (310) 379-0198
Fax: (310) 379-7918
Email: manager@thevillagecoa.com

Please report any malicious mischief incidents or crimes to the On-Site Manager immediately. Also, report all crimes to Redondo Beach Police.

Redondo Beach Police

Non-emergency services 24 hours a day: 310-379-2477 extension 1-2351

Emergency services, to dispatch officers for assistance, or to report a crime: Dial 9-1-1 or call (310) 379-5411

B. MANAGEMENT COMPANY

The Association contracts with Horizon Management Company for services including accounting, billing, processing of invoices, rules enforcement, archive services, after-hours emergency response, some mass mailings and routine correspondence. Contact Horizon Management for Association-related inquiries other than those handled by the On-Site Manager.

Horizon should be contacted for after-hour Common Area emergencies such as plumbing leaks.

Horizon Management

Phone: (310) 543-1995
Fax: (310) 543-5578
Address: 21515 Hawthorne Blvd #700, Torrance, CA 90503

The Village Condominium Owners' Association

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C. THE BOARD

The Board meets every month in the On-Site Manager's office, which also functions as a Board Room, in Building 630, level P2. We invite all Owners to attend. The date and time of the next Board meeting is provided on the monthly billing statements. Board meeting notices, which include the agenda, are posted in each lobby and on laundry room doors at least five days prior to each meeting.

Letters to the Board should be sent to our property manager, Martha Olvera, at Horizon Management, who will then forward your correspondence to the Board. Note that if you want to have your correspondence considered at a Board meeting, it must be received by Martha not later than noon one week prior to the scheduled meeting.

3. OWNERS' RESPONSIBILITY

- A.** Owners are responsible for the actions of their family members, guests, invitees, agents, Tenants, and the family members, guests, invitees, and agents of their Tenants. Fines for violations will be levied against the Owner, and any damages will be assessed to the Owner, not to the family member, guest, invitee, agent, Tenant, or family member, guest, invitee, or agent of the Tenant. (See 'Enforcement, Discipline, and Monetary Penalties' section below.)
- B.** Owners who lease their Unit(s) must state in the lease agreement(s) that all Tenants, and the family members, guests, invitees, and agents of their Tenants, will comply with all provisions of the Association's CC&Rs and Rules and Regulations, and with all applicable laws and regulations of any and all government entities.
- C.** Owners who lease their Unit(s) must ensure that their Tenants have a current copy of the CC&Rs and Rules and Regulations.
- D.** Prior to moving in, a new resident (Owner or Tenant) must sign that they have received, read and understood the CC&Rs and Rules and Regulations. The Owner is responsible for returning the Homeowner & Tenant Contact Information Form (Exhibit A attached) to the On-Site Manager. **If the Homeowner & Tenant Contact Information Form has not been returned to the On-Site Manager within 10 days of occupancy of a Unit, a \$50 non-refundable surcharge will be levied against the Owner.**
- E.** Owners are required to provide a current Homeowner & Tenant Contact Information Form to Management on an annual basis. A current Homeowner & Tenant Contact Information Form must be provided to Management not later than December 31st of each year.
- F.** Owners are responsible for all damage caused to the Common Area and other Units due to inadequate or improper plumbing and appliance maintenance within their Unit(s). The Owner will be billed for all Common Area clean up and repair expenses caused by water coming from his/her Unit. (Please refer to Section 24 below for the complete set of plumbing-related rules.)

The Village Condominium Owners' Association

RULES AND REGULATIONS

Adopted January 22, 2025

4. ENFORCEMENT, DISCIPLINE, AND MONETARY PENALTIES

Following is the policy for enforcement of the CC&Rs and Rules and Regulations.

- A. Owners are responsible for the actions of their family members, guests, invitees, agents, tenants, and the family members, guests, invitees, and agents of their tenants.
- B. Following a properly noticed hearing before the Board, the Board may impose on an Owner, for violation of these Rules and Regulations, the CC&Rs or the Association's other governing documents by the Owner or their family members, guests, invitees, agents, tenants, or the family members, guests, invitees, or agents of their tenants, one or more of the remedies described below as it deems appropriate. The selection of one of the following remedies does not preclude the Association's right to pursue other remedies.

- Warning letters
- Monetary Penalties (fines)
- Suspension of membership privileges.
- Alternative dispute resolution
- Litigation

- C. Violation of these Rules and Regulations, the CC&Rs or the Association's other governing documents may result in fines as the Board may determine to be appropriate to the situation and as provided for in the fine schedule below. In addition to fines, the Board may file a lawsuit seeking judicial relief. The imposition of monetary penalties will be subject to notice and hearing procedures.

1st violation: Warning or fine up to \$500

2nd violation, same offense: Fine up to \$1,000

3rd violation, same offense: Fine up to \$1,500

Additional violations, same offense: Fine up to \$2,000

Continuing violations: Fines up to \$500 per day may accrue until the violation is cured. Continuing violations include, but are not limited to architectural violations, obstruction of the Common Area, or another violation that is not resolved within the required amount of time.

Failure to pay fines within thirty (30) days, of their due date may result in legal action to collect the fines. If the Association is forced to retain an attorney to ensure compliance, collect fines, etc., the Owner may be liable for those attorney fees and all related expenses in addition to the fines.

- D. Suspension of Privileges: In addition to or in lieu of fines, an Owner's membership privileges (e.g. right to vote and right to use the pool areas) may be suspended for up to thirty (30) days or longer depending on the nature and extent of the violation. The suspension of privileges will be subject to notice and hearing procedures.

The Village Condominium Owners' Association

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5. MOVE-IN / MOVE-OUT POLICY

- A. There will be a \$200 non-refundable move-in fee, assessable each time there is a move into a Unit (*Updated 01/01/2022*). The fee covers compensation for administration and accounting changes as well as the cost of wear and tear in the Common Area caused by moves. In the case of a new Owner, the fee will be assessed through escrow. Otherwise, the Unit owner will be assessed the move-in fee.
- B. All move-in/outs must be scheduled and/or reported to the On-Site Manager prior to their occurrence. This may be accomplished by contacting the On-Site Manager at (310) 379-0198 between 8:30 AM and 4:00 PM.
- C. All move-in/outs must be performed between the hours of 8:30 AM and 4:00 PM, Monday through Friday. During these times, the Staff will be available for appropriate instructions. Move in/out after 4:00 PM on weekdays, Saturdays and Sundays may be arranged with the On-Site Manager at an overtime charge to be paid by the Unit owner. A minimum charge applies. These moves and charges must be scheduled with the On-Site Manager personally.
- D. All move-ins / move-outs require elevator pads. The Association owns a set of elevator pads to protect the elevators from damage. These pads must be installed prior to any move-in or move-out activity. The pads must also be installed prior to appliance delivery or attempting to move any large items using the elevator. The On-Site Manager must be contacted and a refundable cash deposit of \$250 paid in advance. This deposit will be refunded as soon as the complete set of pads is returned. The On-Site Manager may waive the refundable deposit for current Owners using the elevator pads for delivery services. The Owner is responsible for the pads while in use. Lost or carelessly damaged pads will be charged to the Owner's account.
- E. The Owner is responsible for any damage to the Common Area as a result of a move-in, move-out, delivery, or movement of any item capable of doing damage to or soiling the Common Area. If the Staff or an outside contractor must clean or repair the Common Area, then a cleaning or repair charge, in addition to the base fine, will apply.

Failure to adhere to the policy in this section and/or failure to adhere to the specific directions of The Village C.O.A. Staff will result in a fine of \$250 to the Owner of record.

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6. KEYS AND I.D. CARDS

- A.** The following have been provided for each Unit:
 - a. Two “The Village” identification cards;
 - b. Two building keys;
 - c. Two gate openers;
 - d. One key fob for The Village pool area;
 - e. One key fob for the Ocean Club pool area;
 - f. One guest parking permit; and
 - g. One mailbox key.
- B.** Replacements can be obtained from the On-Site Manager for a cost of:
 - a. \$100 per building key or The Village pool key fob.
 - b. \$25 per gate opener or mailbox key.
 - c. \$150 per Ocean Club pool key fob.
- C.** Owners are limited to one key fob per Unit for The Village pool area and one key fob per Unit for the Ocean Club pool area. A lost key fob will be deactivated.
- D.** Two mailbox keys per Unit are available upon request from the On-Site Manager.

7. TRASH DISPOSAL

Trash chutes are located at the east end of each condominium-building floor. The trash chute is located in a small closet next to the entrance to the east end stairwell. Trash bins are located at the garage level in each condominium building. The following rules apply to trash disposal:

- A.** Be considerate and limit trash chute usage after 11:00 PM.
- B.** Bag loose items before placing into the trash chute.
- C.** Do not force “bulky” items down the trash chute.
- D.** Anything too large to go down a trash chute must be placed directly in one of the trash bins.
- E.** Large cardboard boxes must be broken down prior to disposal.
- F.** Construction materials and hazardous waste may not be disposed of using the trash chutes or Association trash bins.
- G.** The trash chutes are not for recyclable materials. Recycle bins (for glass, paper and plastics) are located in the trash rooms and/or at the garage level of buildings 610 through 660.
- H.** Bulky items (old carpeting, mattresses, appliances, furniture, etc.) are not to be discarded in Association trash bins. Residents may call our waste disposal provider (Athens Services) to schedule a special trash pickup and leave the bulky item on the curb or next to one of the Association trash bins. Please leave a note on the item and/or notify the Manager that you have requested the special trash pickup.

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Adopted January 22, 2025

8. NOISE

- A. Refrain from making noise at any time that will disturb others. Disturbances which must be avoided include, but are not limited to:
- 1) Loud stereos and televisions. Speakers must be insulated from floors and pulled away from walls.
 - 2) Loud conversations, especially in hallways, on balconies, and in the recreation areas.
 - 3) Loud noise due to hard-soled shoes on uncarpeted areas within the Unit and unnecessary banging of cabinet doors.
 - 4) No noise shall be audible outside any Unit:
 - a. after 10:00 PM Sunday through Thursday nights;
 - b. after 11:00 PM Friday and Saturday nights; and/or
 - c. before 8:00 AM any morning.
- This applies to all sources of sound including, but not limited to, music, television, dishwasher, vacuum cleaner, garbage disposal, and voice.
- B. Worn water faucet washers shall be replaced so that they will not chatter and squeal.
- C. Car radios and stereos should not be audible outside of the vehicle.
- D. Car alarms must not be set off easily such that they frequently disturb residents.

9. CAR WASH

There is a car wash hose located on the south side of the main visitor parking lot. Vehicle washing is permitted only between the hours of 8:00 AM to 8:00 PM. A timer controls the water flow at the car washing station. The Association may remove this amenity without notice if the users of the car wash do not adhere to the following rules:

- A. USE CAUTION around visitor lot traffic and do not interfere with traffic flow.
- B. No loud music or group conversations.
- C. Avoid overspray onto adjacent vehicles.
- D. No car engine or parts cleaning.
- E. Turn off water at spigot when finished. Do not leave hose pressurized.
- F. Move car from wash area when finished.
- G. Take all cleaning materials with you when you leave.

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10. DOMESTIC PETS

The Fourth Amendment of the CC&Rs provides pet restrictions. The following rules also apply:

- A.** Each Unit is limited to one pet under 15 inches tall at its shoulder.
- B.** All dogs must be licensed with the City of Redondo Beach and registered with the On-Site Manager **within 10 days of occupancy of the Unit.**
- C.** Pets shall be ordinary household pets such as dogs, cats, birds, and fish. Exotic and wild animals, including, but not limited to, rabbits, pigeons or animals commonly classified as livestock, are not allowed.
- D.** The Board may prohibit any animal that constitutes a nuisance.
- E.** The Association has provided a dog run on the west fire road. Four trash cans and four bag dispensers have been provided for pet waste.
- F.** Except for the dog run, pets are not allowed on any of the Common Area except to be taken on or off the premises. Except in the dog run, do not toilet pets in the Common Area. Waste material from pet accidents in the Common Area must be cleaned up immediately by the pet owner.
- G.** Damage to the shrubbery, plants, and planters by pets will be repaired at the responsible Unit Owner's expense.
- H.** Pets are not allowed to roam the hallways or run loose in the Development and must be on a leash no longer than six feet at all times. Problem or unattended animals will be subject to removal by the SPCA or local authorities.
- I.** Pets are not allowed in the laundry, pool or spa areas.
- J.** Pets may not be left unattended on the patio or locked on balconies at any time. Any suspected pet negligence or abuse will be reported to the SPCA and/or local authorities.
- K.** Litter from litter boxes must be placed in secure containers and disposed of in a sealed plastic bag in the trash chute or trash bins only. Litter must NOT be disposed of down any drains.
- L.** Units, including patios and balconies, shall be kept free of pet wastes to prevent Health code violations and offensive odors.
- M.** Pets must be kept free of fleas or ticks to avoid infestation of the Common Area.
- N.** Breeding of animals for sale or hobby is not permitted.

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11. FERAL / WILD ANIMALS

- A. No animal food or any type of seeds shall be placed in the Common Area.
- B. The Association reserves the exclusive right to remove any feral animal. The Association will not take action with regard to feral cats unless a problem occurs, and then the action will be determined on a case-by-case basis using the following guidelines:
 - 1) The Association's agent(s) will contact on-site volunteers registered with the On-Site Manager in order to gain their assistance. The on-site volunteers can then organize an effort to catch and remove any undesirable feral or abandoned cats.
 - 2) The Association's agent(s) will attempt to utilize one of the feral cat relocation services identified by the on-site volunteers.
 - 3) If neither of the first two courses of action is effective or volunteers cannot respond within a reasonable time period, the Association's agent(s) will arrange to trap the undesirable animal for removal from the Development.

Contact the On-Site Manager if you wish to volunteer or donate funds to one of the area-wide feral cat management programs.

12. POOL AREAS / GYM

Owner residents and Tenants have the use of two pools: 1) The Village Condominiums pool located between Buildings 630 and 640; and 2) the Ocean Club pool located adjacent to Building 300 at the Ocean Club Apartments. The following restrictions apply to both pools, except where specified. Violations of the Pool Rules, either The Village Condominiums or Ocean Club Apartments, are enforced in accordance with the Association's governing documents.

- A. Pool hours are between 8:00 AM – 10:00 PM. Noise levels must remain low after 9:00 PM.
- B. **No lifeguard is on duty at the pools.** Residents and guests are responsible for their own safety.
- C. For your safety, **NO DIVING**, jumping, ball playing or boisterous rough play is permitted.
- D. Management reserves the right to remove anyone from the pool or gym area and restrict usage.
- E. Your Identification Card for The Village & Ocean Club must be carried **AT ALL TIMES** when using the amenities. You will be asked to leave the pool area if you do not have it.
- F. Guests must be accompanied **at all times** by an adult resident from the Unit that they are visiting.
- G. Owners who are residents or their Tenants may have no more than two guests per Unit at either pool. If an Owner leases his or her Unit, the Owner is NOT allowed use of the pools.
- H. Children under the age of fourteen (14) must be supervised by an adult resident **at all times**.

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- I.** Incontinent persons must wear a swimsuit designed for use by incontinent persons in public pools.
- J.** Radios or other music players are permitted only with the use of headphones.
- K.** The use of the following substances is prohibited in the pool and spa areas and at the Ocean Club gym:
 - a. Alcohol.
 - b. Tobacco products including, but not limited to, cigarette, cigars, electronic smoking devices, and pipes.
 - c. Marijuana, medical or otherwise.
- L.** Glassware is not permitted in the pool area.
- M.** Pool area gates must be closed and locked at all times to comply with our insurance requirements.
- N.** Courtesy and respect to others using the facilities are to be shown at all times.
- O.** No animals except service animals are allowed in the pool area per Civil Code 65534.
- P.** No cut-off jeans, exercise clothes, etc. are to be worn in the pools or spas at any time. Nudity is prohibited at all times – adults and children. Proper swimming attire is required at all times.
- Q.** Misusing or removing life-saving equipment, pool furniture, or other furniture and equipment are prohibited and will result in fines and fees for replacement or repair of items.
- R.** **Illegal substance and alcohol usage in the pool area is prohibited.** [Adopted August 20, 2013]
- S.** Signs are posted in the pool area which set forth rules and regulations for the use of The Village pool, and such rules and regulations may be changed from time to time by the Board.

13. POOL-AREA BARBECUES

- A.** The pool-area barbecues are for the enjoyment of residents only.
- B.** Barbecue hours are the same as the pool hours (8:00 AM – 10:00 PM). The gas to the barbecues is on a timer that turns the gas on and off to coincide with pool hours.
- C.** A gas key is required to start the barbecues (5/16 square fireplace type). A lighter can also be used but is optional.

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- D.** The use of charcoal, wood chips, and lighter fluid is PROHIBITED.
- E.** Barbecues must be brushed clean after every use. Cleaning brushes are provided.
- F.** All cooking packages, cups, plates, etc., must be disposed of in the trash cans.
- G.** Glass containers and glass serving dishes are not permitted in the pool and barbecue area.
- H.** Please contact the On-Site Manager if the barbecues are not operating correctly

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14. PARKING / USE OF PARKING SPACES / SPEED LIMIT

A. Assigned Parking. The following applies to the assigned spaces for each Unit:

- 1) The Village developer assigned one or two parking spaces to each Unit. These assignments cannot be changed except by a 51% vote of all Owners. The sale or transfer of a Unit shall not affect such assignment. Refer to the CC&Rs, Article V, Section 5.8, as amended on January 13, 1981.
- 2) If a resident finds someone else's vehicle parked in his/her space, he/she should contact the On-Site Manager or a Board member for assistance in having the vehicle towed. For emergency situations, refer to Section 20(B), below.
- 3) **Assigned parking spaces may not be used for storage.**
- 4) **Use of Electric Vehicle Charging Stations.**

The Association has **installed Electric Vehicle Charging Stations** ("EVCS") in guest parking. EV Gateway will manage the charging stations and users will pay by the kilowatt directly at the charging stations or through a phone application provided by EV Gateway, making payments directly to So Cal Edison.

These spaces should be reserved for residents and their vehicles and need to be registered with Horizon Management and the Village on-site manager; these spaces are not for guest of the Village Condominium Owners' Association and are strictly for electric vehicle charging use.

There is a time limit of five (5) hours for the level two (2) charging. EV Gateway will charge the user if a vehicle is parked for over that period of time. The Association may also impose a fine in the amount of \$250, after notice and hearing, for users who exceed the time limit on the charging spaces.

A valid Association-issued parking permit must be prominently displayed in the windshield area of any vehicle parked in electric vehicle charging stations at all times. The use of the space is limited to five (5) consecutive hours in the entire parking area unless prior approval for additional time is obtained from the On-Site Manager.

- 5) **Commercial vehicles of any kind are prohibited from using the Electric Vehicle Charging Stations. The charging spaces are for charging use only and occupants are not permitted to use the spaces in lieu of an assigned parking space, unless using the EVCS to charge an electric vehicle.**

B. Guest Area Parking. Guest Parking is located inside the main Garnet Street entrance, between buildings 630 and 640. Parking spaces are limited in number and their usage is restricted. One (1) guest parking permit has been issued to each Owner or Tenant.

- 1) A valid Association-issued guest parking permit must be prominently displayed in the windshield area of any vehicle parked in Guest Parking.
- 2) Guest parking is for GUESTS ONLY. Owners and Tenants are not permitted to park in Guest Parking, regardless of whether or not a guest parking permit is displayed in the windshield.
- 3) The use of Guest Parking is limited to 48 consecutive hours unless prior approval for additional

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time is obtained from the On-Site Manager.

- 4) Commercial vehicles of any kind are NOT PERMITTED in the Guest Parking area. Commercial vehicle parking, including pick-up and delivery parking, is available along the wall at the Garnet Street entrance.
- 5) Recreational vehicles, including travel trailers, tent trailers, campers, camper shells, boats, boat trailers, or similar equipment, are NOT PERMITTED in Guest Parking.
- 6) Storage containers, including self-loading storage containers, moving pods, or similar containers, are NOT PERMITTED in Guest Parking.
- 7) **Manually raising the gate arm at the Garnet Street entrance is prohibited as it will damage the mechanism.** Please report anyone observed doing this to the On-Site Manager or Horizon Management Company. Likewise, anyone observed breaking off the wooden gate arm should be reported. **Violations are subject to a fine of \$100 plus all damage costs.**

Any vehicle parked in Guest Parking in violation of these Rules and Regulations is subject to tow-away WITHOUT NOTICE at the Owner's expense per CA VC 22658.

Restricted Parking Areas.

- 1) Parking in other areas not designated for parking will result in the vehicle being towed away at the Owner's expense. This includes, but is not limited to, driveways, fire roads and passageways.
- 2) Parking along the wall at the Garnet Street entrance is reserved for commercial vehicles. Pick-up and delivery vehicles may only park there for 30 minutes between the hours of 8:00 AM and 5:00 PM daily. During off-hours, guest parking permits **MUST** be displayed. **Violators will be towed away.** Please observe the posted guidelines to avoid tow-away.

C. **Inoperable Vehicles.** The storage of any vehicle that does not display current registration tags, does not run, and/or can only be relocated by means of a towing service ("Inoperable Vehicle") is prohibited. An Inoperable Vehicle that is parked anywhere in the Development is subject to tow away and the Owner will be fined.

D. **Speed Limit.** The speed limit in the Development is 5 M.P.H.

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15. SMOKE AND HEAT DETECTORS / FIREFIGHTING EQUIPMENT

- A.** The Association is responsible for maintaining the heat detectors in the Units and smoke detectors, firefighting equipment and suppression systems in the Common Area.
- B.** Smoke and heat detectors, including heat detectors in Units, must not be removed, modified or tampered with at any time. This includes, but is not limited to, covering the detector with tape and/or painting the detector. Modification of smoke or heat detector may result in an alarm, which will result in a response by the Redondo Beach Fire Department. The Fire Department may charge the Association for the false alarm.
- C.** Any action that interferes with the proper operation of the Association's fire alarm and firefighting systems will result in an assessment against the responsible Owner for the full cost of diagnosing and restoring the system.
- D.** A Fire Department false alarm charge will result in an assessment against the responsible Owner for the full amount of the charge.

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16. ARCHITECTURAL AND ALTERATIONS

- A. No external structural changes, including, but not limited to, modification of external doors, windows, wall surfaces, roofs, balcony decks (including screening or any type of enclosure), or lighting fixtures, shall be made without first obtaining written approval. The On-Site Manager may issue written approval for certain types of modifications within guidelines approved by the Board. Any such request for change shall be submitted to Horizon Management Company or to the On-Site Manager. Such requests shall immediately be forwarded to the Architectural Committee and to the Board. After receipt of such requests, the Architectural Committee shall have ten (10) calendar days to submit written recommendations to the Board.

Any changes done without the required approval must be returned to the original condition at the expense of the Owner.

- B. No internal structural changes, including but not limited to, tile flooring, or plumbing may be made without first obtaining written approval. The On-site Manager, from his office, may issue written approval for certain types of modifications within guidelines approved by the Board. Any such request for change shall be submitted to Horizon Management Company or to the On-Site Manager. Such requests shall immediately be forwarded to the Architectural Committee and to the Board. After receipt of such request, the Architectural Committee shall have ten (10) calendar days to submit written recommendations to The Board.

Any changes done without the required approval must be returned to the original condition at the expense of the Owner.

Spa / Jacuzzi tubs shall not be installed in any Unit.

Owners of two-story townhouses and Junior one-bedroom (Cave) units may choose to apply for a clothes washer/dryer modification, which requires completion and Board approval of a special two-part Architectural Approval Agreement for In-unit Laundry Centers. A prohibition of clothes washers and dryers in Tower units remains in effect.

Owners may install a clothes washer and/or dryer machine in their Townhouse-style units and Junior one-bedroom (Cave) units under the following conditions:

1. Owners shall be responsible for all costs and expenses related to the installation of the washer and dryer machines in their units, including, but not limited to:

a. the costs and expenses related to the alteration or modification of common area electrical lines, water lines, drains, installation of venting, or any other required alterations to the common area, and

b. the costs and expenses related to any alterations or modifications to the Owner's unit.

2. Owners must submit to the Board for approval a written special two-part Architectural Approval Agreement for In-unit Laundry Centers, including:

a. the plans and specifications for installation of the washer and dryer in the unit

b. The required alterations or modifications to the common area, if any,

c. and any other documents requested by the Board for approval. Owners

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must obtain approval from the Board prior to obtaining a building permit from The City of Redondo Beach Building Department or contracting for any work to be done. The Board of Directors reserves the right to withhold approval for installation of the washer or dryer in the unit in its sole and absolute discretion.

3. Installation of the washer and dryer machines must be properly permitted by all governmental authorities, and all work done in connection therewith must be in accordance with all applicable federal, state, and local laws, including

- a. Building codes, and**
- b. the Association's governing documents.**

4. All contractors used for the installation of the washer and dryer machines must be properly license and insured.

5. The Owner is responsible for all acts and damages caused by any contractors employed by the Owner for any alterations done to their unit or the common area.

6. Dryer vent exhaust lines shall not, under any circumstances, be allowed to vent into the common area walls, ceiling or floor spaces. Dryers must either vent to the outside or Owners must use a vent less indoor dryer.

7. Owners shall take all precautions and do all acts necessary, in accordance with the Association's governing documents, to minimize the noise and vibrations caused by the washer or dryer machines. The operation of any Owner installed washer or dryer machine will be subject to the Association's nuisance restrictions.

8. Hours of use for any Owner-installed washer or dryer in unit shall be limited to the hours of 8:00 a.m. to 10:00 p.m.

9. Owners shall be responsible for all damages caused to their unit, the units of other Owners, or to the common area, and for all claims of any nature whatsoever, caused by the installation, use, maintenance, repair, or removal of their washer and dryer units.

10. Owners are required to indemnify The Village Condominium Owners' Association through homeowner's insurance. A policy number must be included on the two-part application, and a copy of the City of Redondo Beach Building Permits shall be provided to the On-site Manager or Horizon Management Company prior to final approval.

C. No floor covering EXCEPT carpeting is permitted in living rooms, dining areas, bedrooms and halls in the 2nd and 3rd floor Units. This includes, but is not limited to, hardwood floors, tile, linoleum, etc.

D. The responsibility for maintenance of the integrity of the waterproof membrane on the 2nd and 3rd floor balcony decks is and always has been the sole responsibility of the Owner. Periodic application of a waterproof deck coating is recommended.

E. If an Owner should desire to install a permanent flooring system such as ceramic tile, slate, or similar materials on a balcony or deck, that Owner MUST FIRST REQUEST permission from the On-Site Manager and the Board. The Owner will be responsible to instruct their contractor that the installation they proposed will not cause damage to the integrity of the waterproofing and must provide them with a written guarantee. The Owner shall provide a copy of the guarantee to the Board, indemnify the Association, and assume the liability for any future damage to the structure.

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- F.** No Owner or Tenant shall paint any outside areas, including balconies and doors, without approval by the Board.

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- G. The flashing at the intersection of the deck and wall is the responsibility of the Association. Should the Owner believe the flashing requires repair or replacement, he/she should contact the On-Site Manager. If the Owner is unsure, he/she should contact the On-Site Manager and have the flashing inspected.
- H. The use of drop cloths and elevator pads in the elevators, and drop clothes in the hallways, is required when construction is in progress in a Unit. See "Move-In / Move-Out" Section 5 above for additional elevator pad information.
- I. All Owners and Tenants employing contractors must supervise their use of the Common Area and will be responsible for any damage. Contractors are NOT allowed to prop open doors or gates. Garages and other parts of the Common Area may only be used for contractor staging with advance authorization from the On-Site Manager.
- J. Construction debris, carpet, appliances, countertops, etc., MAY NOT be disposed of in the Association dumpsters or recycle bins or be abandoned in the Common Area. All items must be hauled away for off-site disposal. **Violations are subject to a \$100 fine per occurrence, plus repair and/or clean-up costs for any damage.**
- K. Home improvement work, including carpet cleaning or other loud services, may only be performed Monday through Friday between the hours of 8:00 AM and 5:00 PM. Work on the weekends is NOT PERMITTED.
- L. Window coverings, drapes, blinds, etc., must meet building standards, which are white or off-white colors as seen from the outside.
- M. The On-Site Manager must approve shut-off of water supply lines not later than 24 hours prior to the scheduled shut-off.
- N. Approval Procedure: As indicated in this section, approval for all work must be obtained from either the On-Site Manager or the Board. In some cases, the On-Site Manager can approve a work/improvement request and issue specific Board-approved guidelines for such requests.

Types of work that the On-Site Manager cannot approve will require Board approval. These requests must be submitted to Horizon Management Company or to the on-Site Manager, who will present the request to the Board and Architectural Committee for review.

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17. BALCONIES AND PORCHES

[Adopted December 17, 2014]

A. Balconies and decks ("balconies"), and ground-floor porches ("porches"), though reserved for the exclusive use of Unit residents, are nevertheless Common Area subject to Association rules.

B. Permitted Items. Items permitted on balconies and porches are restricted to the following:

- Bicycles (not hanging from ceiling)
- Dog house, not taller than 24 inches
- Holiday lighting (only during the Holiday season)
- Hummingbird feeders (no bird seed)
- Patio furniture
- Potted plants and planters as described in F and G below
- Propane or electric barbecue, if properly used and not creating a nuisance
- Satellite dish, properly mounted
- Small items, if not otherwise prohibited and not excessive in number
- Sunshades and umbrellas as described in Item L below
- Surfboard (not mounted to wall)
- U.S. flags (properly displayed-not hanging from ceiling)

C. Unsightly Objects. Notwithstanding the forgoing, in no event shall unsightly objects be placed or stored on a balcony or patio where they may be seen by other Residents or by the public in general. In no event shall balconies be cluttered or unsightly.

[Balcony and Porches rules continued on following page]

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- D. Examples of items not permitted.** Items not permitted to be stored or left on display on balconies and porches include, but are not limited to, the following:

- Animal kennels and cages
- Antennas
- Appliances
- Attachments that alter the architectural appearance of the balcony railing
- Bamboo walls and room dividers (or similar structures)
- Banners
- Bird feeders other than hummingbird feeders
- Charcoal or other barbecues that require the use of lighter fluid
- Flags other than U.S. flags
- Holiday lighting not during an applicable holiday period
- Hot tubs
- Household furniture
- Laundry and/or towels hanging off railing
- Machinery and/or power tools
- Mops
- Open-flame devices such as exposed candles
- Pet food and/or water containers
- Pet litter boxes
- Empty propane tanks
- Rubbermaid-type storage containers and ice chests
- Shopping carts
- Tiki torches and/or fire pits
- Uncoiled hoses
- Wind chimes

- E.** Balconies and porches must be kept clean and the items thereon must be well maintained.
- F.** Planters, plant pots or other materials may not be attached or placed on top of the balcony railing at any time. The railing top must be kept free of any attachments whatsoever. You may install a planter or plant pots so they attach from the inside of the railing. You may hang a potted plant from the balcony joist so long as it is entirely contained in the air space above your balcony (along the inside of the railing). Hanging plants must be hung such that if they should fall, they will land on your balcony.
- G.** Over-watering of plants causes serious balcony damage. All plants on or above balconies and porches must be in watertight containers or in pots with plastic or glazed ceramic saucers underneath that prevent all water drainage and/or overflow onto the balcony. Residents are responsible for cleanup of plant-related debris. Residents must ensure that plant-related debris does not fall onto balconies and/or cars below. Runoff from watering of hanging plants must be captured in an appropriate container to prevent water damage to the balcony.

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- H.** All items in contact with balconies or porch surfaces must be non-scratching and non-staining. Residents are liable for any damage caused directly or indirectly by items placed anywhere in the Common Area, including balconies and porches.
- I.** Food for pets or feral animals, including but not limited to seeds for squirrels and birds, may NOT be left outside any Unit or anywhere in the Common Area, including on balconies and porches.
- J.** Pet owners must keep their balconies and porches free from all animal waste. All droppings, urine, fur, and other animal-related materials must be removed immediately. Cat litter may not be used or stored on balconies or porches.
- K.** Pets may not be left on balconies or porches without direct adult supervision at all times.
- L.** Sunshades or other attached devices that change the architectural appearance of the building are not permitted. Sunshades, umbrellas, and other sun protection devices that are not attached to the building, that are entirely contained within the airspace of the balcony or patio, that do not block the view from any other Unit, and that are only used during periods of high sun exposure are permitted.
- M.** Storage containers of any kind used on a continuous basis are not permitted.
- N.** Carpet and AstroTurf prevent the balcony surface from drying after rain and hasten the deterioration of the waterproof balcony surface. For this reason, carpet and AstroTurf are not allowed on balconies.

18. SATELLITE DISHES AND EXTERIOR ANTENNAS

- A.** No exterior radio or television antennas are permitted, nor shall the existing system be tampered with in any manner which would affect its efficiency.
- B.** Satellite dishes less than 1 meter (39") in diameter, may be used within the Unit's exclusive use common area or interior only. Satellite dishes may not be placed in, or permanently mounted or affixed to, any part of the Common Area (which includes, but is not limited to, roofs, exterior walls, and patio and balcony floors). Satellite dishes may not extend into the Common Area air space or protrude beyond the edge of an exclusive use balcony or patio.
- C.** Please check with the On-Site Manager for satellite and cable options BEFORE you install a satellite dish. You will incur additional expenses to remove or relocate a satellite dish that does not meet Association standards or is improperly located or affixed.

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19. SECURITY AND EMERGENCY PROCEDURES

- A. The Village is not a secure complex. However, we try to limit access to the extent possible. You can help by:
- 1) Closing all doors behind you.
 - 2) Not letting anyone in with your key or gate opener unless you know he/she is entitled to enter.
 - 3) Offering to direct anyone who appears to be lost or does not belong.
 - 4) Calling the Police if anyone appears suspicious.
 - 5) Having 1-inch dead bolts on your doors and safety catches on your sliding glass doors.
- B. Emergencies during business hours should first be directed to the On-Site Manager. If the On-Site Manager is unavailable, contact Horizon Management Company. After business hours, Horizon Management Company has a 24-hour emergency message system that will page the on-call managing agent for emergencies. Contact phone numbers are in Section 2 of this document and posted in the building lobbies.
- C. If the Building 660 garage door is inoperable, first call the On-Site Manager. If the On-Site Manager is unavailable, contact Horizon Management Company's emergency service or call the Fire Department. Instructions for opening the electric Building 660 garage door are located in the Building 660 laundry room.

For life-threatening emergencies, contact the Redondo Beach Police Department or call 911 immediately. Please do not utilize the after-hours emergency service for non-emergencies.

20. DOORBIRD ACCESS CONTROL

The Village is equipped with a DoorBird system that allows you to buzz someone into the building and also to see that person on your cell phone or tablet. Each unit has been assigned a unique QR code. See the On-Site Manager for instructions on setting up access.

IMPORTANT NOTES:

- DO NOT ALLOW access into the building to a stranger or someone posing as a delivery person unless you are expecting that person.
- Tell your visitor your Unit number. Your Calling Code Number has NO relationship to your Unit number.
- If you are on the telephone when a visitor tries to call you, he will receive a busy signal. Therefore, if you are expecting company, be brief on your telephone calls.

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21. MISCELLANEOUS RULES

- A. Smoking of cigarettes, cigars, electronic smoking devices, pipes or other tobacco products is prohibited in the Common Area.** Common Area includes, but is not limited to, all balconies; the Association's pool and spa areas, including the bathrooms; guest parking areas; hallways; laundry rooms; parking garages; stairways/stairwells and landings; elevators; sidewalks; and any landscaped area, including the dog run. [Adopted August 21, 2012]
- B. Owners and Tenants are not permitted to make modifications to the Common Area.** This includes, but is not limited to, painting of Common Area walls, trimming or working on the landscape, modifying the balcony railing system, mounting of external antennas, building or placing of storage units.
- C. Owners may be assessed a fine for damage and/or modification of the Common Area in addition to the cost to restore the Common Area that was damaged or modified.**
- D. Children are not permitted to play in any of the Common Area.** This includes, but is not limited to, the building hallways, garages, outdoor gardens, streams and pool area.
- E. No skateboarding or bike riding in garages, driveways or other parts of the Common Area.**
- F. Do not prop open elevator doors when moving items in and out.** The door is delicately balanced and this causes it to malfunction, resulting in costly repairs.
- G. No part of the Development shall be used in any way, directly or indirectly, for any business, commercial manufacturing, mercantile, storing, vending or other such nonresidential purposes.** See CC&R Article VI, Section 6.3.
- H. Door-to-door commercial solicitation is not permitted.**
- I. Dated notices and handbills may be posted on the bulletin board in the laundry room.** Such notices and handbills that are posted in any other part of the Common Area will be removed. Notices one month old will be removed on the 1st of each month.
- J. Laundry bleaches and detergents must be carried in plastic bags in hallways and elevators.** Many solvents will discolor and bleach the carpeting if spilled.
- K. The Association is not responsible for unattended laundry**
- L. Changing of oil or performing major vehicle repairs anywhere in the Development is prohibited.** Oil and/or vehicle fluid leaks must be promptly cleaned up.

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22. REAL ESTATE AGENT POLICY

- A. There is a limit of one sign advertising a condominium for sale, lease or rent, either per Realtor or per Unit. The sign must be given to the On-Site Manager for posting in the front between buildings 650 and 660 on the real estate signpost. All signs must meet the Association color specifications – white background with blue lettering. Size, color and design specifications can be obtained from the On-Site Manager.
- B. Each Realtor must be aware of the Rules and Regulations. The Realtor must have, on file with the On-Site Manager, a signed form stating they have read and will comply with the Rules and Regulations.
- C. Signs will only be posted upon presentation of a listing agreement and may remain posted for a maximum of sixty (60) days. Presentation of a listing extension or renewed listing agreement may extend the posting for a 60-day period.
- D. “Open House” signs or other similar attention-getting devices not larger than 18” x 24” may be displayed if taken down immediately after the open house is over. Any such sign or device remaining after 6:00 PM will be subject to removal by Management. Doors and gates should not be propped or taped open **at any time**.
- E. No taped, tacked or stapled signs on any surfaces, doors, hallways, windows or exterior surfaces.
- F. Lock boxes on individual Units are not allowed. Lock boxes will be removed and returned to the appropriate Real Estate Association. Lock boxes can only be placed on the bar provided at the building entrances. Lock boxes not date stamped will be removed by the On-Site Manager after 90 days.

23. PLUMBING POLICY

This policy was prepared and approved by the Board to define guidelines regarding the Owner and Association's responsibility for the maintenance, repair and replacement of the plumbing in the Development.

- A. **Water Lines (Incoming Pipes)** The Association is responsible for the incoming water lines up to the angle stops and any other shut-off valves in the interior of each Unit. The Association is responsible for the tub (or shower) pipes up to the point the line meets the tub (or shower) shut-off valve or hook-ups. The Association is not responsible for pipes connecting the angle stops or other shut-off valves to the faucet water spigots, shower hookups, etc. Sinks, toilets and dishwashers must have shut-off valves prior to the hookup of the appliance or faucet.

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The Owner is responsible for the plumbing interior to his/her Unit, including the shut-off valves. This responsibility includes repair, replacement, and maintenance of the lines and all appliances, fixtures, etc. inside the Unit. The Owner is responsible for the pipes connecting the shut-off valves to the faucets, water spigots, shower hookup(s), etc.

B. Drain / Sewer Lines (Outgoing Lines) The following rules cover both drain lines inside the Unit and Common Area main sewer lines.

1) Unit Lines (outgoing).

The Owner is responsible for the maintenance, repair, and replacement of the outgoing lines from the fixture to the point it meets the wall / floor / Common Area pipe. The Owner is responsible for the actual connection to the Common Area pipe. The Owner is responsible for the "P-Trap" under the tub or shower, the tub overflow drain, and the seals for these devices. Generally, the material the Owner is responsible for is made of brass, copper; or PVC, while the piping the Association is responsible for is made of cast iron or galvanized steel.

2) Main Sewer Lines

The Association is responsible for the maintenance, repair, and replacement of the main sewer lines (horizontal lines running under the garages and/or ground to the city sewer line).

3) Vertical Lines.

Vertical lines connect the Unit plumbing to the sewer main. The Association is responsible for normal repairs and replacements of the vertical lines, which are beyond the Owner's control. In some cases, the Owner may be responsible for the repair of backups / clogs in the vertical lines.

Case 1: A backup occurs in any line and can be attributed to the actions, either willful or negligent, of a single resident. The Owner is responsible for the repair.

Case 2: A backup occurs in a line shared by two or more Units and is due to the action of an Owner, but it cannot be determined which Owner is responsible. Those Owners sharing the lateral line will be equally responsible for repairs.

4) Maintenance and repairs includes freeing the lines of backups and clogs.

C. Sewer / Drain Line Backup & Water Leak Procedure

1) In the event of a water leak, backup, or clog, the Owner or Tenant shall proceed as follows:

NORMAL BUSINESS HOURS (8:30 AM – 4:00 PM, Monday through Friday)

Notify On-Site Manager at (310) 379-0198

OFF-HOURS EMERGENCY

Notify Horizon Management Company. Horizon will then arrange, on behalf of the Association, for service and bill back the Owner should it be determined that the repair is the responsibility of the Owner.

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- 2) The Association will rely on the guidelines of this policy as well as the written opinion of a licensed plumber regarding the nature and location of the backup or water leak. The written opinion must accompany any bill submitted to the Association. It is customary to clear a line through to the main; therefore, the Owner may still be responsible for the service.
- 3) If the Owner doesn't follow these guidelines, the Owner shall bear any and all costs involved for repair and damages within his Unit, surrounding Units, and the Common Area.

D. Water Damage

The Owner is responsible for any and all water damage, including damage to the Common Area or other Units, caused by any plumbing that is the Owner's responsibility to repair or maintain. This includes, but is not limited to, damage arising from leaking faucets, drains, dishwashers, etc.

The Association is responsible for water damage caused by plumbing that is the Association's responsibility to maintain.

E. Unauthorized Modifications

- 1) Owners are **NOT** permitted to modify the Common Area plumbing without obtaining the **PRIOR** approval of the Board and the necessary City permits. Any change to the Common Area plumbing is considered an "Architectural Change". The Owner is responsible for **ANY** and **ALL** repairs resulting from unauthorized modifications to the Common Area plumbing. The Owner may also be responsible to return any unauthorized plumbing to its original condition.
- 2) Washers, dryers and spas / Jacuzzi are **NOT ALLOWED** to be hooked up in any Unit.

F. Damage to Common Area Plumbing

The Owner is responsible for any and all damage caused to the Common Area by the Owner or the Owner's guests, Tenants, family members, hired workers, etc.

G. Recommended Plumbing Maintenance That Is Owner's Responsibility

The following is suggested plumbing maintenance that is the Owner's responsibility. It is not the only maintenance required. Following these recommendations does not relieve the Owner of any responsibilities defined above.

- 1) Replace toilet flapper every two years
- 2) Check the toilet ball cocks every six months. When in doubt, replace them.
- 3) Check gaskets in drain lines under sinks every six months. Also look for pin-holes in pipes.
- 4) Check valves annually. Be sure you can open and close valves by hand.
- 5) Correct leaky faucets as needed to help save water.
- 6) Any time plumbing work is done in the bathroom, check the tub drain for tightness. Leaks will not be visible until the Unit below shows water stains on the ceiling. Also tighten the bolts holding down the toilet to ensure the wax seal is tight.

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24. CONTACT WITH CONTRACTORS

[Adopted April 21, 2009]

- A. No member of the Association who is not a member of the Board or designated to do so in writing by the Board shall contact any of the Association's contractors, attorneys, accountants and others working for the Association with regard to any services being rendered for the Association concerning any part of the Common Area (hereinafter an "Unauthorized Communication") unless requested to do so by an authorized member of the Board or such contractors, attorneys, accountants or others working for the Association.
- B. No member of the Association or any of his/her/its family members, guests, invitees, contractors or agents shall give any instruction to any of the Association's contractors, subcontractors, workers or employees which concern any part of the Common Area (other than the Association's management company) as to how to perform their functions unless requested to do so by an authorized member of the Board or requested to do so by such contractors, subcontractors, workers or employees.
- C. No member of the Association or any of his/her/its family members, guests, invitees, contractors or agents shall interfere with the performance of any of the Association's contractors, subcontractors, workers or employees in connection with their jobs, functions or duties concerning any part of the Common Area unless requested to do so by an authorized representative of the Board or by such contractor, subcontractor, worker or employee or unless such contact is reasonably necessary for the performance of such jobs, functions or duties.
- D. Nothing contained herein shall preclude any member of the Association from responding to an inquiry from any of the Association's contractors, attorneys, accountants and others working for the Association.
- E. Any member of the Association who violates any of the aforementioned rules (collectively the "Contact with Contractor Rules") shall be directly responsible for the fees and costs incurred by any attorney, accountant, contractor or other person working for the Association in responding to the Unauthorized Communication.
- F. Any member of the Association who violates any of the Contact with Contractor Rules may be fined a maximum of \$100 for a first violation, a maximum of \$200 for a second violation and \$300 for any third or subsequent violation.
- G. No fine shall be levied against any member of the Association except in accordance with the Association's Owner disciplinary hearing procedure.

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25. ELECTION POLICY

- A.** The Association's election policy provides any candidate or member advocating a point of view access to Association media, newsletters, or internet web sites during a campaign, for purposes that are reasonably related to that election. Equal access is provided to all candidates and members advocating a point of view, including those not endorsed by the board, for purposes that are reasonably related to the election. The Association will not edit or redact any content from these communications, but may include a statement specifying that the candidate or member, and not the Association, is responsible for that content.
- B.** All candidates will have access to the common area meeting space, if any exists, during a campaign, at no cost, including those who are not incumbents, and to all members advocating a point of view, including those not endorsed by the Board, for purposes reasonably related to the election.
- C.** Candidates for the Board of Directors and any other elected position must be members of the Association in good standing.
- D.** Nominations for candidates for the Board of Directors will be made by a Nominating Committee. Nominations may also be made from the floor at the annual or special meeting. The Nominating Committee consists of a Chairperson, who is a member of the Board of Directors, and 2 or more members of the Association. The Nominating Committee is appointed by the Board of Directors, prior to each annual meeting, and serves from the close of the annual meeting until the close of the next annual meeting. The members' appointment will be announced at each annual meeting. The Nominating Committee may nomination as many candidates for election to the Board as it determines in its discretion, but no less than the number of vacancies to be filled.
- E.** Any member of the Association may nominate himself or herself for election to the Board of Directors.
- F.** Proxy voting is allowed. For proxies to be valid they must be: (1) in writing; and (2) signed by a member of the Association or his or her attorney. Proxies may be used for quorum purposes only, or may direct how the proxy holder is to vote.
- G.** Any instruction given in a proxy issued for an election that directs the manner in which the proxy holder is to cast the vote will be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain. The proxy holder will cast the member's vote by secret ballot. If the Board is directed to vote, the vote will be determined by a majority of the board.
- H.** Before the election, the Board will seek 1 or 3 volunteers to act as inspectors of the election results. A representative of the management company may be an inspector.

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- I. An election inspector may be a volunteer poll worker with the county registrar of voters, a licensee of the California Board of Accountancy, or a notary public. An inspector may be a member of the Association, but may not be a member of the Board of Directors or a candidate for the Board of Directors or related to a member of the Board of Directors or a candidate for the Board of Directors. An independent third party may be a person who is currently employed or under contract to the Association for any compensable services.
- J. The inspector or inspectors of election will:
- Determine the number of memberships entitled to vote and the voting power of each.
 - Determine the authenticity, validity, and effect of proxies, if any.
 - Receive ballots.
 - Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote.
 - Count and tabulate all votes.
 - Determine when the polls shall close.
 - Determine the result of the election.
 - Perform any acts as may be proper to conduct the election with fairness to all members and all applicable rules of the Association regarding the conduct of the election.

The inspector of election shall perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as is practical. If there are three inspectors of election, the decision or act of a majority shall be effective in all respects as the decision or act of all. Any report made by the inspector or inspectors of election is evidence of the facts stated in the report.

- K. Ballots and two pre-addressed envelopes with instructions on how to return ballots will be mailed by first class mail or delivered by the Association to every member not less than 30 days prior to the deadline for voting. In order to preserve confidentiality, a voter will not be identified by name, address or lot, parcel, or Unit number on the ballot.

The ballot itself will not be signed by the voter, but inserted into a sealed envelope. This envelope will be inserted into a second sealed envelope. In the upper left hand corner of the second envelope, the voter will print and sign his or her name, address, and lot, or parcel, or Unit number that entitles him or her to vote.

The second envelope will be addressed to the inspector or inspectors of election. The envelope may be mailed or delivered by hand to a location specified by the inspector or inspectors of election, including the current management company. The member may request a receipt of delivery.

The sealed ballots at all times will be in the custody of the inspector or inspectors of election or at a location designated by the inspector or inspectors until after the tabulation of the vote, at which time custody shall be transferred to the Association.

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- L. All votes will be counted and tabulated by the inspector or inspectors of election in public at a properly noticed open meeting of the Board of Directors or members. Any candidate or other member of the Association may witness the counting and tabulation of the votes. No person, including a member of the Association or an employee of the management company, will open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated.
- M. The results of the election will be promptly reported to the Board of Directors of the Association and shall be recorded in the minutes of the next meeting of the Board of Directors and shall be available for review by members of the Association. Within 15 days of the election, the Board shall publicize the results of the election in a communication directed to all members.
- N. After tabulation, election ballots will be stored by the Association in a secure place for no less than one year after the date of the election. In the event of a recount or other challenge to the election process, the Association will, upon written request, make the ballots available for inspection and review by Association members or their authorized representatives. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote.
- O. Association funds will not be used for campaign purposes in connection with any Association Board election. Funds of the Association will not be used for campaign purposes in connection with any other Association election except to the extent necessary to comply with duties of the Association imposed by law. "Campaign purposes" include, but are not limited to, the following:
 - Expressly advocating the election or defeat of any candidate that is on the Association election ballot.
 - Including the photograph or prominently featuring the name of any candidate on a communication from the Association or its Board, except the ballot and ballot materials, within 30 days of an election.

Funds can be used in providing candidates equal access to Association media, newsletters and websites.

26. UNIT RENTAL RESTRICTIONS

Each Unit in The Village is to be occupied only on a residential basis with a term of not less than Thirty (30) days continuous occupancy.

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CODE OF CONDUCT & HARASASMENT POLICY (ADOPTED 3.21.19)

The Code of Conduct and Harassment Policy may be viewed in the Documents section of the Homeowner Portal at https://frontsteps.cloud/CaliberWeb2_HorizonMgmt