

RULES AND REGULATIONS

Holloway Terrace HOA

**8530 Holloway Drive
West Hollywood, CA 90069**

**Enacted October 1, 2013
AMENDED September 30, 2014
AMENDED April 18, 2018**

Holloway Terrace Homeowners Association

RULES AND REGULATIONS FOR OWNERS AND LESSEES

I. PURPOSE

The Board of Directors has the power to adopt, amend, and repeal reasonable Rules & Regulations (R&Rs) as provided in the Governing Documents including the Covenants, Conditions & Restrictions (CC&Rs) Section 3.8, and the Bylaws of the Holloway Terrace Homeowners Association (Association). The intent of the R&Rs is to better define the restrictions in the CC&Rs and to provide usage restrictions that will provide a mutually beneficial environment for all Association members, tenants and guests to reside in the complex. Violations of these R&Rs may result in a loss of common area privileges, and/or monetary penalties as prescribed by the Board of Directors, in accordance with the CC&Rs, these Rules and Regulations herein, and state statute.

These R&Rs may be added to, amended or repealed upon appropriate vote of the Board of Directors subject to the Governing Documents and state statute requirements. If any member (Owner) of the Association has any suggestions or recommendations regarding the R&Rs, they may submit them in writing to the Management Company for the Board's consideration.

These R&Rs do not supersede or change any provision of the Association's Bylaws or CC&Rs. However, they do carry the same level of authority and enforcement. That said, inconsistencies, if any, shall be read in order of priority in favor of the CC&Rs and Bylaws, then the R&Rs.

Whenever the word "Owner" is used in this document, it is inclusive of an Owner's lessees, occupants, residents and/or guests unless otherwise identified as a title Owner. All R&Rs contained herein shall apply equally to all Owners, lessees and/or occupants, such as renters, house sitters or guests.

These Rules and Regulations have been adopted by the Board of Directors for the benefit of all owners and those residing at 8530 Holloway Drive in West Hollywood, CA ("Property"). These R&Rs will assist the Board's efforts to maintain conformity, retain beauty and property values, ensure privacy, and minimize problems that emerge whenever a large number of individuals live together in an apartment condominium complex like Holloway Terrace.

II. PRIVACY

The close proximity of individual Owner Units, balconies/landings and hallways to one another dictates that all Owners show respect for their neighbors and to that end comply with the following:

1. Refrain from all excessive and offensive noise.
2. Refrain from causing any excessive and offensive odors.
3. When inviting several guests, having a party or doing construction or repairs where there may be more than normal noise, advise your neighbors.
4. Parties continuing past 11:00 p.m. must be contained within a residence or Association recreation room and not on balconies, landings, pool area, roof deck, or walkways directly

adjacent to the building. In addition to the foregoing, Owners are responsible to reduce the noise level from their Unit or Association Recreation Room after 11:00 P.M.

III. GUESTS AND ENTERTAINING – COMMON AREA FACILITIES

1. All guests using the common area recreation facilities must be accompanied by an adult resident (over the age of 18) responsible for such guests.
2. No more than four (4) guests per Unit may use the Common Area Facilities (as described in Section V) at any one time, unless prior written approval is granted by the Board of Directors.
3. Permission to reserve the Recreation Room for a party or gathering for a specific period of time must be requested from the Board of Directors by contacting the Management Company in writing no fewer than 3 days in advance of the date. Signs must also be posted in the building's main lobby advising all Owners of the date and time of said gathering, including unit number and contact phone number.
4. A \$100 deposit payable to Holloway Terrace HOA is required for the rental of the recreation room for a party or gathering ("Deposit"). The Deposit must be received by the Management Company at the same time as the request for use of the recreation room is made. Whether the recreation room is rented by the Owner or the lessee, the Owner, shall be charged for any damage and cleaning charges incurred by the Association. A full refund of the Deposit will be given to the Owner/lessee if the recreation room is cleaned and put back into its original condition, less any verifiable charges. If damage to the recreation room exceeds the amount of the Deposit, the Owner shall be responsible to reimburse Association for same. If the Owner fails to reimburse the Association for damage to the recreation area, Owner shall have said charges levied against Owner in accordance with applicable state statutes and HOA governing documents.
5. The Owner is responsible for the rental of the recreation room either for their own use or for their lessee's use and will be liable for the conduct of his/her guests or Owner's lessee.
6. The rental of the recreation room does not entitle Owners, lessees and their guest to the exclusive use of the pool or roof deck area. The 4-guests-per-unit rule remains in effect for the pool area and roof deck at all times.
7. The use of barbecue grills on any roof area (including the roof deck) is strictly prohibited.
8. All guests must abide by the terms of the Governing Documents. It is the Owner's obligation to ensure that their guests comply with the Governing Documents.

IV. PETS

1. All Owners/residents are required to abide by Section 5.3 (i) "General Restrictions on Use" of the CC&Rs regarding the type and number of animals allowed.
2. All dogs and cats must be leashed (with leashes no longer than six (6) feet in length) and under control at all times while outside and in Common Areas. Unleashed animals in the

Common Areas are subject to being reported to the Los Angeles County Animal Care & Control - (310) 523-9566.

3. If pets the Common Area anywhere within the boundaries of the Property, it is the responsibility of the owner of the pet to clean up any mess left by that pet. Failure to do so is a fineable offense subject to a hearing before the Board of Directors.
4. Excessive barking is considered a nuisance and will not be permitted. If barking continues (for more than ten minutes within any 60 minute period), it is a fineable offense subject to a hearing before the Board of Directors and also can be reported to the City of West Hollywood Division of Code Compliance: (323) 848- 6516
5. Pets are not allowed in or near the swimming pool, Jacuzzi, recreation room, gym, sauna or on the roof deck. Residents failing to restrict their animals from these areas are subject to fines or other penalties. In addition, this will be considered a violation of Cal. Code of Regulations, Title 22, and can be reported to the County of L.A. Department of Public Health. (626) 430-5360
6. Pets are not allowed to be tied up or otherwise restrained anywhere within the Common Areas of the complex.
7. The Board of Directors reserves the right to request immediate removal of any pet that has proven to be aggressive and deemed by the Board to be a potential danger to Owners.
8. Pets are not to be walked or exercised in the landscaped areas at the back (southwest end) of the building or the landscaped areas to the east and west side of the property.

V. WALKWAYS & COMMON AREAS

1. For the purposes of the R&Rs only, “Common Area” is defined as any area immediately outside the actual inside walls of a Unit. A balcony or patio is defined as part of a unit as shown on the Condominium Plan. Parking space(s) deeded to an owner are an “exclusive use common area” of the Owner/lessee.
2. The entrances, passageways, hallways, driveways, elevators, lobbies, stairways, and garage comprise parts of the Common Area and shall not be obstructed or used for any purpose other than access, entrance and exit from a condominium Unit except as otherwise permitted by these R&Rs or by prior written approval of the Board of Directors.
3. “Common Area Facilities” are defined as the swimming pool/Jacuzzi area, sauna, gym, recreation room, common area toilet, shower and roof deck.
4. Smoking and activities which cause secondary smoke generated by any burning substance, tobacco or otherwise which intrude into common areas are strictly prohibited.
5. Front doors to Units shall not be left open for extended periods of time, other than the time that it takes to enter or leave a Unit or open for limited periods of time when moving items in or out of a Unit as it allows smoke, other odors and noise to drift into the common areas and adjacent Units.

6. Running, jogging, bicycle or tricycle riding, roller-skating, roller-blading and skateboarding anywhere on the Common Area is prohibited.
7. The use of recreational objects, such as balls is prohibited anywhere in/on the Common Area.
8. Littering, damaging, staining or defacing any part of the Common Area is strictly prohibited, and the Owner will be held responsible for all repairs and/or cleaning costs.
9. Signs related to the sale, rental or lease of Units must be in accordance with the CC&Rs and applicable state statute and are allowed only on the signboard designated for that purpose immediately to the west of the main driveway.
10. Signs related to items for sale, services offered, interest groups, may only be posted on the bulletin boards located in the Laundry Rooms and not in any other Common Area location.
11. Bicycles, carts or other objects are not to be left at entrances to the building, staircases, elevators, on walkways, in hallways or elsewhere in or on the Common Area.
12. The use of the laundry facilities is limited to residents for their personal use only. Owners are responsible for the actions of their employees retained to perform laundry duties.
13. Clothes must be immediately removed from washers and dryers upon the completion of the cycle. Holloway Terrace HOA is not responsible for the loss or theft of unattended laundry.

Follow the rules of good laundry room etiquette:

- a) Clean out the lint trap after you finish taking your clothes out of the dryer.
 - b) Allow your neighbors at least 15 minutes after the wash or dry cycle to end before taking it upon yourself to remove their clothes from the machine.
14. Disposal of construction materials (such as drywall, carpet, etc.) in the building's trash dumpsters or recycling bins is strictly prohibited. Private arrangements must be made for the disposal of construction debris. All other trash materials must be placed down trash chutes or directly into the garage trash dumpsters. All trash materials placed in trash chutes or directly into the garage trash bins are to be properly sealed in plastic bags. Boxes are to be broken down and placed directly in the garage recycling bins.
 15. Jamming trash chutes, depositing excess trash into chute closets and surrounding areas is a health and safety hazard and is a fineable offense.
 16. To dispose of large ("bulky") items, such as mattresses, furniture, fixtures, stoves, etc. you must call Athens Services at (888) 336-6100 or visit their website to fill out the online form to arrange for pick-up at no charge.
http://www.athensservices.com/bulky_item.html
Bulky item pick-up is scheduled on Tuesdays, provided that a request has been received by Athens no less than 24 hours prior. Items must be placed at the curb on Monday for a scheduled Tuesday pick-up.
Owners/Residents will be fined for leaving items at curbside longer than 24 hours.

17. Electronic Waste (computers, printers, scanners, VCRs, TVs, cell phones) is considered hazardous waste and cannot be disposed of in the trash, or in or near the recycling dumpsters. Athens Recycling Services will not pick up these items. They can be brought to any Los Angeles area Goodwill drop off site or any of these locations:

Best Buy - La Brea Gateway Shopping Center West Hollywood, CA (Store 393)

1015 N LA Brea Ave

West Hollywood, CA 90038 Phone: 323-883-0219

Goodwill

8430 Beverly Blvd (east of La Cienega)

(323) 653-3480 7:30am-9pm, everyday

18. Storage of personal belongings as well as disposal of personal property is not allowed in Common Areas. If temporary storage of household furniture or other items becomes necessary due to remodeling or other construction within an Owner's Unit, written notification must be sent in advance to the Board of Directors, so that the Board can determine if temporary storage space can be allocated to the Owner. If adequate space cannot be identified, it will be the individual Owner's responsibility to obtain storage space off property.
19. Materials for recycling must be placed in the designated recycle bins in the Garage areas. Examples of items that can be deposited in the recycle bins are as follows:

Newspaper

Magazines

Phone Books

Grocery Bags

Glass Jars and Bottles

Steel and Aluminum Cans

Office Paper

Catalogs

Junk Mail

Cereal Boxes

Cardboard

Plastic products

20. Owners are not allowed to move, re-plant or cause to be planted any landscaping or plantings on/in the Common Area or Association property without the prior written approval of the Board of Directors.
21. Roof access (with exception of the Roof Deck) is restricted to persons maintaining or repair the roof, compressor pumps, air conditioning Units or installing or removing satellite dishes.
22. Satellite dishes can only be installed on the roof and cannot be attached in any way that could create a breach in the stucco or roofing membrane, which can lead to water intrusion. Do not drill into the stucco or roofing material. The dish should be installed using a specialized bracket that is attached to one of the pipes protruding from the upper roof's surface. Alternatively, a dish may be installed on a balcony provided that it is not attached to the railing or walls and so long as the disk is within the airspace of the balcony or patio. If the dish is installed on the roof, any cables running down the side of the building must be affixed to the building and any penetrations must be sealed to prevent water intrusion.

Homeowners must notify the Association's Management Company prior to the installation or removal of a satellite dish from the roof of the building. This applies to all attachable or detachable equipment not owned by the HOA. When an Owner/lessee moves from the

Association or terminates satellite service, they must assure that their satellite dish is removed from the roof. Any damage to the roof or damage otherwise resulting from the installation or removal of satellite television equipment is the exclusive responsibility of the relevant Owner. The Association may levy a special assessment for damage to the Common Area in accordance with state statute.

23. Outside/perimeter doors and pedestrian gates must be closed and locked at all times. These doors may not be propped open for moving or other purposes without continuous supervision by an Owner or Lessee residing at Holloway Terrace.
24. Roof deck hours are 8:00 a.m. to 10:00 p.m. No more than 15 persons are allowed to occupy the Roof Deck at any time.
25. The front door key and/or gate codes are not to be provided to guests, delivery persons or anyone who is not an Owner at Holloway Terrace. Access to the property is achieved by calling the individual resident's code. After answering the call, resident can press "9" on the phone to open the front door for their guests.
26. Additional or replacement keys to the building may be obtained for a fee through the Management Company. It is incumbent on all Owners who rent or lease their Units to retain all keys from previous lessees or return them to the Management Company if not needed.
27. Garage sales, yard sales or rummage sales of any kind are not permitted anywhere on Association property or in front of the complex on Holloway Drive.
28. Owners shall not tamper with or attempt to adjust any operating piece of equipment, valve, electrical, gas or water connection within the Common Areas or equipment rooms. Owners must notify the Management Company of any common area repairs or adjustments needed to ensure that a licensed service professional can be contacted. In an emergency, only the Management Company or a current member of the Board of Directors may affect emergency repairs as his/her abilities permit and/or contact a licensed emergency professional. Management's 24 hour emergency number is 310-854-8818.
29. Any damage to the Association building, recreational facilities or equipment or any other Common Area property caused by an Owner, their family, guests, lessees, employees, or contractors is the responsibility of the applicable Owners, as are the costs of the necessary repairs.
30. No fireworks may be used or stored anywhere on the Association's premises (including in units or in common areas).
31. **SECURITY CAMERAS**
Close circuit video cameras are strategically placed in key locations within the Common Areas. The video feed from the cameras is not monitored. Owners or lessees may request access to video recordings only in case of incidents for which a police report has been filed. For incidents of HOA rules violations, Owners/lessees may submit an incident report to the Management Company and the Board may review footage at its discretion.

VI. DRIVEWAY AND GARAGE

1. Any vehicle(s) belonging to an Owner, lessee or guest shall not be parked in such a manner as to impede or prevent access to another Owner's assigned parking space.
2. The storage of non-operating vehicles or motorcycles is prohibited.
3. Residents may park only in their assigned parking space(s). Residents with additional vehicles cannot use any other parking spaces within the Association garages without prior written permission from the Owner of another space.
4. On the occasion that accommodations are made between Owners for rental of an Owner's parking space, that Owner must notify the Management Company or Board of Directors, identifying the renter of the parking space by name and Unit number, location of the garage (upper or lower), space #, automobile description and license number, for emergency and insurance purposes.
5. It is strictly prohibited to rent or sublet a parking space in either of the Association's garages to anyone other than a current resident of Holloway Terrace.
6. An Owner who finds an unauthorized vehicle parked in his/her assigned parking space may, at his/her own discretion, contact the City of West Hollywood Parking Division and have that vehicle cited and/or towed subject to applicable law.
7. Parking in the circular driveway in front of the building is strictly prohibited. Violators will be subject to citation and/or towing by the City of West Hollywood. This does not pertain to pick-up or drop-off of residents or guests, which must be limited to no more than five (5) minutes at a time, or to delivery trucks or service vehicles being used in the furnishing of goods and services to the Association. Any vehicle found parked and unattended in the circular driveway in violation of these rules will be subject to ticketing and/or immediate towing.
8. In the event that the Board of Directors determines that it is necessary to tow a vehicle, the owner of that vehicle shall assume all liability for the costs of the towing and any potential damage to the vehicle or Association property.
9. Automobiles parked in assigned spaces in the Garages must allow for a minimum of 24" between their driver and passenger side doors to allow those parked next to them access to their automobiles.
10. The maximum height of any vehicle to accommodate entry into the garage areas is 78 inches.
11. The maximum speed limit in the garage is 5MPH.
12. Owners are expected to wait for the garage gate to fully close when entering or exiting the garage to help prevent intruders from gaining access to the building.
13. No washing of or repairs to automobiles or other vehicles (unless it is an emergency), is allowed on any portion of the Common Area, driveway or garage including personal parking spaces.

14. Parking spaces are strictly limited to the parking of operative vehicles, such as cars, bicycles or motorcycles. Storage, other than personal shopping carts (empty and folded) is not allowed in Owner's parking spaces or any part of the garage.
15. Alterations and/or additions to parking spaces are not permitted.
16. Repair/delivery vehicles must use street parking, or an Owner's personal, assigned parking space in the garage. No other garage access is allowed for repair delivery vehicles without the specific prior written permission of the Board of Directors.
17. Permission to accommodate moving vans on Association property must be requested from the Board of Directors, in writing, no less than 48-hours in advance of moving date.
18. Running, jogging, bicycle riding, tricycle riding, roller-skating, roller blading, skateboarding, ball playing or use of recreational objects are not allowed in the driveway or garages.
19. Owners/lessees must keep their parking spaces free of oil, grease and other debris. If fluid leakage occurs, Owners/lessees must clean up the leakage promptly and insure that leakages do not reoccur. Owners shall be responsible for any costs and/or damage to the Common Area that results from same in accordance with statutory requirements.
20. No parking is allowed in the fire lanes or other areas of the garages designated "no parking".
21. Moving vans, trucks or trailers may not interfere at any time with resident access or emergency vehicle access to the building or to Owners'/lessees' parking spaces.
22. The parking citation form, see page 24, is used by the Management Company and/or Board of Directors and will be placed on vehicles that are in violation of the R&R's. Parking citations are considered a R&R violation. Fines, if any, that result from the citation shall be levied against the title Owner after notice and opportunity to be heard before the Association's Board of Directors.

VII. PATIOS AND BALCONIES

Pursuant to Section IX of the R&Rs, the following applies:

1. All alterations are subject to prior review and written approval by the Board of Directors. Requests must be made in writing and should include brochure and/or actual samples of materials to be used.
2. Only patio furniture and potted plants appropriate to the look of the building shall be kept on any balcony or used thereon. Any furniture, plants or other articles such as boxes, crates, trash cans, bicycles, fans, exercise equipment, laundry, clotheslines, rug, mops, etc., which in the opinion of the Board or the Association's Management Company are unsightly or are inappropriate, must be removed upon request.
Open flame cooking devices such as charcoal barbeque grills on patios and balconies are prohibited. Per California Fire Code, the use of Liquified Petroleum Gas (propane) grills is restricted to containers with a capacity no larger than 2.5 pounds.

Propane grills with containers larger than 2.5 pounds installed on patios prior to September 30, 2014 are grandfathered and excepted from compliance.

3. Holiday decorations, including temporary holiday lights, may be displayed one month prior to the holiday and must be removed two weeks after the holiday for which they were put in display.
4. Railings and patio walls are not be used as storage areas. Owners are prohibited from attaching any material to the walls of the Common Area.
5. Consideration for other Owners must be used when watering plants, washing or sweeping balconies or patios. In no case may any water or debris spill over the edge of a balcony or patio, on to Common Area or on another Unit's balcony or patio.
6. Rugs or other materials shall not be dusted from windows, balconies or walkways by beating or shaking. Laundry, towels, rugs and other similar items shall not be hung from balcony railings at any time, nor any panels, awnings or screens installed other than those approved by the Board of Directors. Owners may install, at their own expense, HOA approved canvas or mesh privacy panels (manufacturer's color: "True Brown") over patio railings, which conform to other existing rail coverings. For vendor information, Owners may contact the Association's Management Company.
7. No feeding of squirrels or birds is allowed, with the exception of stationary humming bird feeders.

VIII. SWIMMING POOLS, JACUZZI, SAUNA AND SURROUNDING AREAS

1. The swimming pool and spa are open for use by Owners and their guests between the hours of 7:00 a.m. and 11:00 p.m., subject to restrictions set forth herein.
2. Owners and their guests using the Association facilities do so at their own risk. Lifeguards are not provided and the pool and spa are not monitored on a regular basis.
3. Persons under the age of fourteen (14) may only use the swimming pool, Jacuzzi and sauna when accompanied by an adult resident.
4. For health and safety purposes, incontinent persons must use swimming diapers or protective underwear when using the pool and Jacuzzi.
5. It is recommended that persons with high blood pressure or other health problems use discretion in the use of the Jacuzzi and sauna.
6. Use of the swimming pools, Jacuzzi, sauna and recreation room is expressly limited to Owners and their guests. Title Owners are responsible for the behavior of their guests at all times when using the Association facilities. Owners must accompany their guests.
7. No smoking or eating is allowed in the swimming pool, Jacuzzi, sauna or gym, or the immediate vicinity. No glass bottles or beverage containers are allowed in the pool area.

8. Since sound carries readily around the pool area, please keep all noise to a minimum. Be aware that conversations at the pool, including cell phone calls, are audible to residents in surrounding units. No amplified sound devices are permitted in the pool area.
9. Running, pushing or horse playing in the swimming pool or in the surrounding areas is strictly prohibited.
10. Metal, wood, glass or floating objects are not allowed in the pool.
11. All beverages must be in unbreakable containers, and trash must be removed or disposed of in the proper receptacles when leaving the pool, Jacuzzi and sauna areas.
12. Pets are not allowed in the swimming pool, Jacuzzi or sauna and surrounding areas.
13. Pool area furniture may not be removed from the pool area.
14. The furniture in the pool deck area is to be used for the purpose intended. Any repair for damage will be at the expense of the title Owner.
15. The thermostat may not be reset by anyone except the Board or Management Company representative, or authorized pool maintenance personnel.
16. Chemicals of any substance may not be added to the swimming pool or Jacuzzi except by authorized pool maintenance personnel.
17. Remove excessive suntan oil before using the swimming pool or Jacuzzi.
18. No jumping into the Jacuzzi is allowed. No flotation devices or floating objects are allowed in the Jacuzzi.
19. No cooking is permitted within the pool area without specific prior written permission from the Board of Directors.
20. Gates to the pool area cannot be propped open for any reason whatsoever.
21. When finished using the pool area, please remove all personal articles and return chairs and other pool furniture to its original location.

IX. ARCHITECTURAL RULES

1. All requests to alter or remodel unit interiors must be submitted to the Association Board of Directors in writing and show the nature, color, shape, height, materials and location of the proposed alteration. No alterations to Common Area walls within Units may be made without the prior written approval of the Board of Directors.
2. Owners shall not install, erect, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, decorations, or fences onto any balconies, or to the exterior of any unit or upon any common area, or change, modify or alter them in any manner, unless the Owner has first submitted a written request to the Board of Directors

with the necessary plans, drawings, schematics, specifications, etc. and has been given prior written authorization to proceed with the requested modifications. Notwithstanding the fact that approval may be given by the Board of Directors, the title Owner assumes all liability for risk and/or damage to the Common Area, Association approval for same notwithstanding.

3. Hardware such as locks, handles, unit numbers (2" in height) on unit doors must conform to standards established by the Board and be the same as any other Unit door at the Association.
4. It is the responsibility of each Owner to comply with any laws, ordinances, rules, codes or regulations and acquire all permits at the Owner's expense as may be required to properly and legally complete all modifications and improvements.
5. Any Owner wishing to install new exterior windows must contact the Management Company for current Association guidelines as to the manufacturer, colors permitted, and installation procedures. A written request including plans and manufacturer's documentation of materials to be used must be submitted to the Board of Directors for prior written approval prior to any window replacement.
6. Prior approval must be obtained from the Board of Directors before installing hard surface flooring, such as hardwood, engineered wood, laminate, parquet, cement stone or tile floors. If approved, the Board will require sound attenuation materials that meet sound attenuation standards set by the Building Code to be installed under all such floors if the unit is located on the 2nd, 3rd or 4th floors.
7. Washers and dryers are not allowed in individual units. Owners are prohibited from installing and making the modifications necessary to the common area drainage system for the purpose of accommodating in-unit washers.
8. Nothing is to be attached to the Association building stucco. The stucco must not be penetrated in any way to avoid moisture, insect intrusion and damage to the Association's waterproof membrane. Any violation of this provision will be a fineable event and shall, if damage occurs, result in liability to the title owner.
9. All contractors hired by Owners to work in their units must be licensed and insured.

Proof of the same must be provided prior to the commencement of work:

- Your contractor's and sub-contractor's license number(s)
 - Copy of City of West Hollywood permit application (if applicable), and upon completion, copy of the city permit
 - Evidence of the vendor's liability insurance no less than \$1 million, stating that no H.O.A. policy exclusion exists
 - Copy of the vendor's workers' compensation insurance
10. Window treatments: In order to ensure that the exterior appearance of all Units remains consistent, Owners may install a choice from the following list:
 - Draperies: backside of fabric must be white and/or off-white in color.

- Mini blinds, Venetian blinds, Vertical blinds, Shutters and Window shades in white, off-white or natural wood color.

The following window treatments and/or coverings of windows are not permitted: bed sheets, cardboard, poster/art work, newspapers and/or aluminum foil, wooden planks, furniture or appliances.

11. No common areas, balconies or patios may be used as work areas during modifications and/or improvements to Units. West Hollywood Municipal Code specifies that all construction must take place between 8 AM and 7 PM from Monday – Friday. On Saturdays, construction is only permitted inside a building between 8 AM and 7 PM. No construction is permitted on Sundays or legal holidays.
12. All construction materials and/or material removed from Units during construction for disposal, must be disposed of and or stored, off property, not in the Association trash or recycling bins. No trash and or other items from Units will be allowed to be disposed of, or stored in, the common areas, walkways or driveways of the Association.
13. All repairs to be undertaken within an Owner’s Unit that the Owner believes may be the result of a Common Area plumbing or other utility malfunction, must first be submitted to the Management Company in writing either by mail, email or fax. In an emergency, initial contact can be made with the Management Company by telephone, to be followed with the written notification by the Owner. The Management Company will schedule an inspection date and time with the Owner.

Causative factors pertaining to damage reported will be determined, and a decision rendered regarding the responsibility for the repair of those damages following inspection by a Board of Directors or management company approved inspector.

X. LEASE/RENTAL OF UNITS

1. Any Owner who wishes to lease his/her Unit and assigned parking space shall, before doing so, obtain from the prospective tenant a written acknowledgement of receipt of a copy of these Rules and Regulations, CC&Rs and By-Laws and agreement in writing to abide by same. Homeowner must place a copy on file with the Management Company and/or Board of Directors within thirty (30) days of execution of lease and agreement. The Owner must notify the Management Company of the current tenant’s phone number and automobile license number immediately upon occupancy.
2. An Owner may not rent or lease less than the entire condominium unit. The initial term must be of at least one (1) year, with any and all renewal terms being a minimum period of one (1) year in length.
3. A tenancy is not valid until the Management Company receives a copy of the lease agreement. This must be on file at least ten days prior to the proposed occupancy.
4. In every case, fines levied on a lessee for R&Rs violations by that lessee are the responsibility of the Owner.

5. Section 5.3(s) of the Association's CC&Rs limits the number of Units that can be rented at-any one time to 35%. For the purposes of determining if a Unit is rented, the following definitions will apply:

"Tenant" shall mean any person, except the Owner of a Unit or a member of the Owner's immediate family, who occupies any portion of a Unit at the Development whether or not such occupancy is pursuant to a Lease, and irrespective of any rent paid or compensation given to the Owner of the Unit for such occupancy. For purposes of this definition, an "immediate family member" shall mean and refer to a spouse, adult child, parent, or sibling.

"Lease" shall mean a lease or rental agreement entered into between an Owner and a Tenant for the Tenant's occupancy of the Owner's Unit. If a Unit is occupied by persons or person who is a "tenant," the Association will deem that Unit to be rented or leased even if a rental agreement is not in writing.

XI. MOVE-IN/OUT FEES AND POLICIES

1. A move-in/move-out deposit of \$300 must be remitted to the Management Company, payable to Holloway Terrace HOA, upon any change of occupancy of a unit. This deposit is to defray any potential minor damage occurring as a result of such move. In the event that there is no damage caused by the move-in/out, the deposit will be returned to the Owner. If the cost of repairing damages caused during the move-in/out exceeds the \$300 deposit, the actual cost of the repair will be assessed against the current Owner.
2. Notification to the Management Company of a forthcoming move-in or move-out of the building must be made in writing no fewer than 10 days before said move. Failure to provide 10-day advance notification is a fineable offense. Exceptions may be requested in writing to the Board of Directors.
3. Elevator pads must be installed prior to any move-in/move out. Contact must be made with the Management Company to arrange this installation, 10 days before the move-in or out.
4. If the ceiling panel of the elevator is removed to accommodate large items, it must be put back in place as soon as use of the elevator is completed.
5. Outside/perimeter doors must be closed and locked at all times. These doors may not be propped open for moving purposes without the continuous supervision by an Owner or resident of Holloway Terrace.
6. There is no parking of moving trucks in the circular driveway. It is advised that you get "No Parking" signs for your moving truck to block off curb space. Encroachment permits can be requested at the Permit Parking Counter on the 1st Floor of the West Hollywood City Hall, 8300 Santa Monica Boulevard. You must get the permit at least 72 hours in advance of your move and the cost is \$10.00. These permits allow you to block-off curb space for convenient moving truck parking. Generally, these permits are good between the hours of 8:00am and 5:00pm. For more information on Permit Parking call (323) 848-6392.

7. If using a moving company, Owners/ lessees are required to provide insurance certificate from the moving company stating there is no HOA coverage exclusion and adding the HOA as an additionally insured party.
8. No moving is permitted between 8:00 p.m. and 9:00 a.m.

XII. ENFORCEMENT PROCEDURES

1. Initiating a Complaint

All members who witness violations of the Association's rules, CC&Rs, Bylaws or other governing documents (collectively, the "Governing Documents"), who feel that the violation should be dealt with by the Board of Directors, shall submit notice of the complaint/violation by either email or by written letter or fax to the Association's managing agent, setting forth their name, contact information, nature of the violation, and the name or names of the residents who are alleged to have violated the Association's Governing Documents. The complainant will provide the date and time of the incident(s), photographs and any other information that the member feels will be useful to the Board of Directors in evaluating the alleged violation. The complainant shall also provide information as to whether the complaining member is willing to have their name provided to the violator and provide the names and contact information for any witnesses to the violation.

Upon receipt of a complaint or notice of violation, the manager will log in the date the complaint is received, the name and contact information for the person who has filed the complaint, and a brief description/details of the complaint, as well as the name or names of the residents who are alleged to have violated the Association's Governing Documents, and a brief description/details of the nature of the violation complained of. That log will remain confidential, except that the manager will maintain a general log of complaints made that will provide the date of the complaint, and the general nature of the alleged violation.

If the violation is such that it requires the Board's immediate attention (based on whether it is creating a safety or nuisance issue for other residents), the manager will forward the information regarding the complaint/notification of violation to the members of the Board of Directors (either by email or some other method that will allow them to immediately act on the complaint).

If the alleged violation does not require immediate action and can wait for the Board's next meeting, the matter will be placed on the agenda and the information will be provided to the Board of Directors for their executive session meeting.

If the Board of Directors or management determines that the complaint is insufficient, in that not enough information has been provided by the complainant to show that, even if the complainant's allegations are true, they are insufficient to establish a violation of any Governing Document, management will contact the complainant, and advise that their complaint has been rejected. The rejection of the complaint will be in writing and will provide the reasons for the rejection and will advise complainant of their right to amend or supplement the original complaint.

2. Informal Resolution of Complaint

If appropriate and at the discretion of the Board, the Board may refer the complaint to the appropriate governmental agency or authority, which may include without limitation the police or fire department, animal control, or otherwise, in addition to the Board's actions pursuant to this Policy.

If the Board of Directors determines that the nature of the alleged violation appears to be a dispute between two owners (or residents) that does not affect the rest of the community, the Board of Directors may decide to request that the two owners "meet and confer" with the Board of Directors, pursuant to the applicable provisions of Civil Code Sections 1363.810, et seq. as part of this Policy.

The Board of Directors shall contact the owner to advise that it has received a complaint and attempt to resolve the violation or dispute informally. If necessary and appropriate, the Board of Directors may request that either one of the owners meet and confer informally with the Board to discuss the alleged violation and resolution of the complaint.

3. Formal Proceedings

If the Board of Directors determines that informal procedures have not resolved the violation or the complaint, the Board of Directors shall demand in writing that the owner comply with the Governing Documents in a timely manner, as reasonably determined by the Board of Directors, in accordance with any applicable provisions of the Governing Documents, and that compliance is the owner's responsibility at his/her sole cost and expense. If the Board of Directors determines this demand has not resolved the violation or the complaint, the manager will be directed to provide written notice of a scheduled hearing/meeting with the Board of Directors to the owner, providing a minimum of ten (10) days advance notice, advising him/her of their right to be heard at the hearing.

(a) Notice.

That letter/notice of hearing will include, at the minimum, the following information:

- 1) The act or omission constituting the violation of the Governing Documents;
- 2) The provision(s) of the Governing Documents that has/have been or is/are being violated;
- 3) That a fine/penalty may be imposed for violating the provisions of the Governing Documents, pursuant to this Policy;
- 4) The date, time and place of the hearing;
- 5) A statement (in writing) that the alleged violator/owner must advise the Association's managing agent of his/her intent to attend the hearing within seven (7) calendar days from the date of the notice;
- 6) The notice will enclose a copy of this Policy;
- 7) The letter notice will be mailed by first class mail to the address given by the owner and listed on the Association's membership records. Note: If the nature of the violation requires that the Board take immediate action to correct the violation, so as to prevent injury or continuing nuisance to the person or property affected, which may include referring the matter to legal counsel, the Board shall act accordingly and will, in addition, prepare and deliver a notice to any member who is subject to possible disciplinary action by the Board.

- 8) The owner who is alleged to have violated the Association's Governing Documents must advise the Board (no later than 72 hours before the scheduled hearing date) of any objections to the form or substance of the complaint or the notice. In addition, the complaining owner may supplement or amend the complaint. Under these circumstances, the Board will have the authority to reschedule the hearing date.

(b) Discovery.

Prior to the hearing, the Board of Directors will, if appropriate, conduct discovery/investigation into the alleged complaint. The Board of Directors may assign responsibility to members of the Board of Directors or management to investigate the nature of the complaint/violation. In addition, prior to the hearing, the complainant and the alleged violator are entitled to obtain information regarding the alleged violation, including the purported date and time the violation took place, the names of the complainant, and any witnesses. The complainant should be advised that the Board may refuse to consider any complaints for which the complainant is not willing to testify or provided evidence at the hearing.

The complainant and the owner who was alleged to have violated the Association's Governing Documents will have the right to inspect and copy any statements, writings, and/or investigative reports relating to the subject matter of the hearing and, in addition, obtain the contact information for any witnesses. The Board will provide enough information so that there is no secret or surprise evidence at the hearing.

4. Hearing

(a) Hearing Process

The hearing will be held before the Board of Directors in executive session, unless the owner requests the hearing be held in an open session meeting of the Board. The hearing will be conducted as follows:

- A statement will be made by the Board member chairing the hearing, as to the nature of the alleged violation(s);
- Before any evidence is taken, the alleged violator shall be permitted to challenge the fairness and impartiality of any Board member serving as a decision maker, with any challenge being decided by the remaining Board members without participation by the challenged member;
- The complaining homeowner (if any) is required to appear at the hearing and testify as a witness unless the violation is obvious and can be observed by members of the Board of Directors or management. The failure of the complaining owner to attend the hearing may be considered by the Board of Directors when rendering its decision;
- Each party will be entitled to make an opening statement;

- Each party is entitled to produce documentary evidence and testimony and to cross-examine the opposing party and the opposing party's witnesses, if any;
- Each party will be entitled to make a closing statement;
- Formal rules of evidence will not apply, the hearing will be informal, and all relevant evidence will be admitted;
- The alleged violator must be given an opportunity to confront and challenge any evidence, and to cross-examine any introduced by the opposing party or the Board of Directors, and to be heard in his or her own defense;

(b) Decision/Hearing Results

The Board of Directors will make its determination promptly, after all testimony and documentary evidence has been presented and closing arguments have been made, or the Board may take the matter under submission, and the written decision will be mailed to the owner by first class mail to the address given by the owner and listed on the Association's membership records no later than fifteen (15) days after the hearing.

The Board's written decision must be supported by a majority of the Directors present at the entirety of the hearing. The Board's written decision should include factual findings supporting the Board's decision regarding the alleged violation(s). The written decision must provide any minority or dissenting views of Board members who do not support the Board's decision. The Board's written decision will be sent to the owner who is alleged to have violated the Association's Governing Documents, and the complaining party(ies).

5. Fines and Penalties Policy

Pursuant to the Governing Documents and California law, the Association may impose monetary penalties upon owners as a disciplinary measure for violations of the Governing Documents committed by an owner or the owner's tenants or guests. Consistent with this Policy, following a properly noticed hearing before the Board, as described above, the Board may impose on an owner one or more of the following remedies, as it deems appropriate to be effective:

- a. Warning letters
- b. Monetary penalties
- c. Suspension of membership privileges
- d. Alternative dispute resolution
- e. Litigation

The selection of one of the above remedies does not preclude the Association's right to pursue others.

Fine Schedule:

1st violation, warning or fine up to \$100;

2nd violation, same offense: up to \$300;

3rd violation, same offense: up to \$500; and

Additional violations, same offense: up to \$500.

The Board reserves the right to levy a fine in a higher and different amount if warranted by the circumstances of the violation.

Endangering others, vandalism threats of violence or other serious violations or acts: Fines up to \$2,000 per incident, depending on the violation.

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, improper storage of garbage cans, obstruction of common areas, or other violations that are not resolved within the required amount of time.

Failure of an owner to pay fines within thirty (30) days of their due date may result in legal action by the Association 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 and costs in addition to the fines.

In addition to or in lieu of fines, privileges (which may include but not be limited to voting rights and/or use of the Association's common area recreational facilities) may be suspended for up to thirty (30) days or longer depending on the nature and extent of the violation. The imposition of penalties and suspension of privileges will be subject to notice and hearing procedures.

The Board may also file a lawsuit seeking judicial relief to enforce violations of the Governing Documents, in addition to or instead of the imposition of fines and/or suspension of membership privileges.

HOLLOWAY TERRACE HOMEOWNERS ASSOCIATION

VIOLATION REPORT

Date and time of violation: _____

Violator (name, if known, or description): _____

Unit number (if known): _____

Vehicle description & license # (if applicable): _____

Description of violation: _____

Prepared/Observed by: _____

Address: _____

Phone: _____

Mail to: _____ Management Company

Or drop this form into the mail slot at the Onsite Office in the building’s lobby.

PARKING VIOLATION

This vehicle is in violation of the HOLLOWAY TERRACE CC&Rs and R&Rs parking rules.

You are subject to citation and immediate towing. Holloway Terrace is not responsible for tow charges, damages to vehicle or lost items incurred from the removal of this vehicle.

Your license plate has been recorded.

**HOLLOWAY TERRACE HOMEOWNERS ASSOCIATION
BOARD OF DIRECTORS**

Johnson Towing Service: (323) 876-6550