

# **BARTLETT LOFT HOMEOWNERS ASSOCIATION**

## **RULES AND REGULATIONS**

***PREPARED BY THE BOARD OF DIRECTORS***

MAKE INQUIRIES OR REPORT VIOLATIONS TO:



*A division of Monson Enterprises, Inc.  
8880 Benson Ave. #114  
Montclair, CA 91763  
(909) 931-7441  
(909) 931-0591 fax  
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**EFFECTIVE**  
**February 1, 2006**

## INTRODUCTION

The social success of a homeowner association community depends in large part on the rules, regulations and restrictions that govern how residents are expected to conduct themselves. Typically, the declaration subjects all unit owners to general covenants, while the bylaws and house rules and regulations provide specific guides for day to day living. Without these restrictions and a means to enforce them, the community living experience could become chaotic indeed. Your Board of Directors has adopted the following rules and regulations to enhance the enjoyment and tranquility of all persons living in the community.

These Rules and Regulations do not supersede or change the Bylaws or Declaration of Restrictions in any manner. They do have the same status of law and enforceability.

Wherever the word "owner" appears, if used in this document, it will include any and all tenants and/or occupants. All rules and regulations herein will apply to all tenants and/or occupants.

Owners shall be responsible for tenants / occupant's actions or misconduct and adherence to the Rules and Regulations of the Association. Each owner shall be responsible for providing tenants with a current copy of the Association Rules and Regulations. **OWNERS ARE LIABLE FOR ALL ACTIONS OF THEIR RESIDENTS AND TENANTS AND ARE SUBJECT TO FINES AND ASSESSMENTS ON BEHALF OF RESIDENTS AND TENANTS.** It is recommended that all owners who rent require a written signature from the tenant that they have received a copy of the rules and regulations and that the tenant agrees to abide by them.

RECEIPT OF THIS DOCUMENT SHALL CONSTITUTE FORMAL NOTICE. NO ADDITIONAL WARNINGS WILL BE GIVEN.

The monthly maintenance assessments by the Homeowners Association on common property will depend, in large measure, on the care and consideration exercised by each and every owner and their guests. If the maintenance costs are high and the current budget is not sufficient to meet these costs, each owner's assessment will have to be increased accordingly.

### NOTE:

Do not take your complaints directly to the board members. No board member may make a unilateral decision regarding any matter which has not been decided by a quorum of the board members or discuss complaints between different homeowners.

All of the rules and regulations herein may be changed or added to at any time by the Board of Directors with due notice. Any consents granted hereunder may be revoked for due cause.

Respectfully Submitted,

Board of Directors

**BARTLETT LOFT HOA**  
**RULES AND REGULATIONS**

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**RULES & REGULATIONS**  
**The Bartlett Building Lofts**

**COMMON AREA DESCRIPTION**

The Common Area is fully defined in the California Civil Code Title 6 as well as the C.C.&R.'s and is essentially defined as the area outside of the privately owned unit. Each Homeowner has a vested interest in the Common Area. Please give these areas the same pride of ownership and care which you and your family give your own home. All public laws, rules, and regulations of the state, county, or city governments shall be complied with at all times.

The Common Area and all facilities within it are for the exclusive use of Homeowners, their tenants, and their guests. Any person who cannot demonstrate that he or she has rightful access to the Common Area will be asked to leave the building. If that person fails to leave as requested, the local authorities will be summoned to remove the individual.

**HOMEOWNERS' RESPONSIBILITIES**

All Homeowners are responsible for the action of their family, tenants, guests, and pets.

All Homeowners, their appointed tenants, guests, and pets must abide by all of the rules and regulations. Infractions of the rules and regulations will (at the discretion of the Board of Directors) lead to denial of the use of the Common Area, possible fines and/or liens.

**1. Enforcement of Rules & Regulations**

Violation of these Rules and Regulations, any other covenant or restriction will result in penalty fines, assessments against an Owner/Resident & Tenant, and or visitor by such Owner's/Resident's & Tenant's unit, as stated and allowed in the Associations' C.C.&R.'s. Such fines or penalties may be assessed only after Notice. Owners/Residents & Tenants who receive fines are entitled to a Hearing, where they may contest the ruling of the HOA Board of Directors. It is at the HOA Board of Directors discretion to amend rulings and waive fines. The following fine schedule has been adopted by the HOA Board of Directors and will be used as required to remedy a violation of any of the Rules & Regulations. Title Six of the California Civil Code also known as the "Davis-Stirling Common Interests Development Act" and all sections therein and all sections subsequently added are deemed incorporated into these Rules and Regulations and made a part hereof.

**2. Reporting a Violation**

Complaints must be submitted **in writing** to the Management Company for the HOA Board of Directors review and consideration.

### **3. Noise, Nuisance & Disturbance Policy**

Owners/Residents & Tenants, and or visitors by such Owner's/Resident's & Tenant's unit may not create any disturbances in or outside the building, do or permit anything to be done which would interfere with the rights, comfort and convenience of other Owners/Residents & Tenants as protected by Article III, Section 3 of the C.C.&R.'s.

"Noise" is defined as any sound that can be heard outside of a unit.

Quiet hours to be respected daily are 10:00 p.m. – 8:00 a.m.

Barking dogs shall be controlled by the animal's owner. Complaints received by the Board of Directors regarding a barking dog could result in removal of the dog at owner's expense.

Owners/Residents & Tenants are responsible for visitors' actions in all common areas. Noise disturbances by loud music, TV, parties, Power tool usage, loud pets, construction, exercise equipment, domestic disputes or any other types of noise and nuisance are subject to the following fines:

*A. FINE: \$100.00 for first minor noise violation, barking dogs, loud TV and music.*

*B. FINE: \$500.00 for each violation of loud uncontained parties and/or with alcohol/drugs in any common area.*

### **4. Building Security Policy**

Owners/Residents & Tenants are encouraged to be active participants in the security and safety of the property and their neighbors. If any Owners/Residents & Tenants observe any suspicious or illegal activity, including but not limited to, drug use or domestic violence, contact the police immediately and notify the Management Company. Keys to the building should NOT be duplicated or given out to guests, delivery persons, or anyone not living in the building. Owners/Residents & Tenants are responsible and liable for actions taken by persons they allow into the building. If a security guard is present, all guests of Owners/Residents & Tenants must sign-in with security upon entry into the building. Owners/Residents & Tenants shall not leave entrances to the residence propped open or unlocked unless attended by them or a security guard. Residents Violations are subject to the following fine:

*FINE: \$1,000.00 per violation of each unregistered guest(s).*

### **5. Delivery Policy**

Deliveries are to be scheduled when Owners/Residents & Tenants or a designated person is in the unit to accept delivery.

### **6. Maintenance & Protection of Common Area Policy**

Common sidewalks, passageways, hallways, stairwells, common rooftop and 3<sup>rd</sup> floor courtyard shall not be obstructed or used by any Owners/Residents & Tenants for any other purpose than the area is intended for. Bicycles, roller blades, scooters, skateboards,

may not be used/ridden in hallways, lobby, common rooftop, 3<sup>rd</sup> floor courtyard, or any other common areas. Nor shall these areas be used for storage.

Covered by Article III, Section 8 of the C.C.&R.'s, Owners/Residents & Tenants shall NOT walk pets for recreation/exercise in passageways, hallways, stairwells, common rooftop, or 3rd floor courtyard. In addition, pets are not allowed to defecate and/or urinate in any of the aforementioned common areas.

**Satellite Dish:** The installation of video antennas, including direct-to-home satellite “dish”, TV antennas, and wireless cable antennas are prohibited in any common areas.

Violations are subject to the following fine:

*FINE: \$100.00 first violation, \$250.00 second violation, third violation will be left to the discretion of the board.*

### **7. Postings/Signage & Mail Policy**

Per Article IV, Section 12 of the C.C.&R.'s, notices regarding open houses/leases, advertisements, and announcements shall not be posted in common areas including the doors, lobby, elevators, hallways and sidewalks adjacent to the building. Realtors and owners must have professional signs that they set-up and remove after the open house concludes. A designated message board will be established for the HOA to post notices and minutes. All mail discarded on the lobby floor or thrown behind the front desk will be collected and the responsible Owners/Residents & Tenants will be fined. Tampering with mailboxes is prohibited and is a violation of the Federal aw.

Violations are subject to the following fine:

*FINE: \$100.00 per violation*

### **8. Moving In/Out & Moving Deposits Policy**

Moving in/out by Owners/Residents & Tenants MUST be communicated to the Management Company and scheduled no less than four (4) days in advance. A written approval form for moving will be issued to Owners/Residents & Tenants from the Management Company. If a security guard is available, a key may be secured with proper identification. A key will be available for move-in/out only. Unauthorized moves are subject to a fine. A move in/out deposit and a move in/out fee are required to be paid prior to the scheduled move.

**DEPOSIT:** A *deposit* of \$500.00 is required to protect the Association against property damage to any elevator and/or common area(s). Such deposit will be returned within seven (7) business days after it has been determined there was no damage to the building or any common areas as a result of the move. In the event of damage, the applicable owner is responsible for all costs required to repair damages, and as such, is not limited to by the amount of the deposit. If repair costs are less than the deposit, a refund will be issued once repairs have been completed. The deposit check is to be made out to ***The Bartlett Building Lofts HOA*** no less than 48 hours prior to the move.

**FEE:** A non-refundable move in/out *fee* of \$250.00 is to be paid to ***The Bartlett Building Lofts HOA*** to cover the cost of cleaning and an administration fee for name changes to the entry system. Violations are subject to the following fine:

*FINE: \$750.00 fee for unauthorized move; which is the same amount that would normally be paid in the form of deposit and fee if approved.*

*NOTE: Moving-in several large items that require more than two (2) elevator trips should be scheduled with the Management Company. No fees will be associated with such moves.*

### **9. Moving In/Out Schedule Policy**

All moving can only be done using the designated elevator only. Once scheduled a move in/out shall only take place during the following hours:

Monday – Sunday, 8:00 a.m. – 10:00 p.m.

Violations are subject to a fine.

*FINE: \$750.00 -- Owners/Residents & Tenants remain responsible for all costs and repairs to any damages in common areas caused by move.*

### **10. Construction/Permits/Contractors/Debris Policy**

Construction hours are limited to 8:00 am – 6:00 pm, Monday-Sunday. If a security guard is present, contractors and day workers must sign-in with security upon entry into the building. Building keys (front door) should not be duplicated or given out to contractors or day workers. Structural changes to any common components of the building are not permitted.

Proper city permits are needed for all plumbing and electrical work, and should be submitted to the Management Company prior to beginning construction. All materials should be transported to a unit using the designated elevator.

**DEPOSIT:** Owners/Residents & Tenants will be required to post a deposit of \$500.00 made out to ***The Bartlett Building Lofts HOA*** in the event damage is caused to common areas such as elevator, hallways, stairwells, etc. Owner will be responsible for any damage created by work or workers. Owners/Residents & Tenants are responsible for removal of all debris and construction materials from their unit. Contractors may haul away debris. Owners are responsible for all day workers and contractors; contractors should be able to show proof of insurance prior to beginning the project.

**ELEVATOR USE:** If an elevator is required for transporting supplies, equipment or other construction materials, Owners/Residents & Tenants **MUST** notify the Management Company and complete the form to reserve the elevator. A written approval form for moving will be issued to Owners/Residents & Tenants from the Management Company. If a security guard is available, an elevator key may be secured with proper identification.

**ARCHITECTURAL APPLICATION:**

- Please return a completed application and all forms to Condo Properties:
- All applications must be sent to Condo Properties' office.
- Condo Properties will retain a copy and forward a copy to the Architectural Committee.
- Please include all information pertaining to changes in application including, but not limited to, dimensions, color, etc.
- An average processing time is three to four weeks. The response time will be in accordance with the C.C.&R.'s pertaining to the rights of the Association regarding lot improvements.
- As a homeowner, you have the right to appeal the Architectural Committee's decision.
- Final product may be inspected for conformity to the application. Applicant agrees to allow the Management Company and/ or Architectural Committee access for such inspections.
- Any improvements or addition, structural in nature may require a separate application to the appropriate city and/ or county agencies to obtain building permits. It is the responsibility of the homeowner to obtain building permits. It is the responsibility of the homeowner to obtain all necessary approvals, including building permits.
- If you have any questions, please feel free to contact Condo Properties at (909) 931-7441.

**NOTE:** It is recommended that application to the Architectural Committee be accomplished at least forty-five (45) days prior to scheduling your construction. No construction of any kind is permitted until approval from the Architectural Application is received.

Violations are subject to the following fine:

*FINE: \$1,000.00 fee for unauthorized electrical/plumbing construction, structural changes, and reconstructing the project in accordance to code.*

**11. Trash Policy**

All trash should be placed in bags and deposited in the trash chutes located on all floors only if it fits. **BOXES MUST BE BROKEN DOWN\*** and carted away to the dumpster located in the basement of the building.

\*NOTE: The trash chute is not a 'straight drop' down to the dumpster. On or around the third floor, the chute has a 30/40-degree bend before emptying into the dumpster. It is at this bend where pizza boxes and overstuffed trash bags become 'stuck', causing trash to backup. This creates a possible health hazard, and increases maintenance costs to home owners. **Please break-down pizza boxes and do not overstuff trash bags.**

Trash bags and non-bulky items disposed of in the basement dumpster must be placed inside the dumpster. Trash bags and or boxes not placed into the dumpster will be collected and the responsible Owners/Residents & Tenants will be fined. Violations are subject to the following fine:

*FINE: \$100.00 per violation.*

**It is the responsibility of Owners/Residents & Tenants to arrange for the disposal of bulky trash. NO DISCARDED FURNITURE, MATTRESSES, LARGE PIECES OF CARPETING OR WOOD, OR ANY OTHER ITEM THAT IS NOT CONSIDERED NORMAL TRASH OR BROKEN DOWN BOXES ARE TO BE PLACED IN THE BASEMENT OR BASEMENT TRASH BIN.**

Violations are subject to the following fine:

*FINE: \$500.00 per violation.*

**No owner or occupant shall dispose of any toxic material on the complex in a manner which is inconsistent with local and federal law. The Board of Directors shall be empowered to levy a severe fine against the owner of the unit whose occupants have been observed illegally disposing of any toxic material. Toxic materials include, but are not limited to, oil, antifreeze, solvents, gasoline, paint etc. No motor oil, flammable, or chemical waste is to be deposited in Dumpsters.**

## **12. Pet & Animals Policy**

The county and city ordinances pertaining to dogs apply to this project. Covered by Article III, Section 8 of the C.C.&R.'s, no animals other than domesticated cats and dogs may be kept in units. The maximum number of pets per unit shall not exceed three (3), there cannot be more than two of each and cannot exceed a total of three.

*FINE: \$100.00 fee for exceeding permissible number of pets for each month of violation.*

Covered by Article III, Section 8 of the C.C.&R.'s, pets must be "curbed." Owners/Residents & Tenants shall NOT walk pets for recreation/exercise in passageways, hallways, stairwells, common rooftop, or 3rd floor courtyard. In addition, pets are not allowed to defecate and/or urinate in any of the aforementioned common areas.

Owners/Residents & Tenants are required to keep dogs on a leash at all times while in common areas. Any inconvenience, damage or injury caused by such household pet(s) shall be the sole responsibility of the respective Owners/Residents & Tenants. Owners/Residents & Tenants indemnify the HOA, its HOA Board of Directors, Officers,

Management Company and its staff, holding each of them harmless against any and all loss, cost, liability, and expense of any nature arising from having pets in the building.

Damage to any common area by animals will be at the sole expense of the Owners/Residents & Tenants; cost or repairs will be charged to the pet owner. Excessive barking that becomes disturbing to neighbors may be interpreted as noise violation and be subject to fines. Barking dogs shall be controlled by the animal's owner. Complaints received by the Board of Directors regarding a barking dog could result in removal of the dog at owner's expense.

All pet and animal policy violations are subject to the following fines:

*FINE: \$100.00 first violation and \$250.00 for second violation. The third violation will be cause by the HOA board of Directors to revoke pet privileges in the building.*

### **13. Unit Patio Policy**

Use of patios is limited to patio furniture. Areas must be uniformed and maintained to preserve the attractive appearance of the property. All unit patios (including those located adjacent to the common rooftop and 3rd floor courtyard) may not be used for storage of bicycles, appliances, furniture, mattresses, trash, exercise equipment, tents, etc. Gas BBQ grills are not permitted due to possible fire hazard.\*

\*(Los Angeles Municipal Code, Ch. 5, Public Safety and Protection, ARTICLE 7 - FIRE PROTECTION AND PREVENTION (FIRE CODE); DIVISION 112--RESIDENTIAL OCCUPANCIES, SEC. 57.112.11--COMPRESSED GASES AND LIQUEFIED FLAMMABLE GASES. "No person shall store or use compressed gases or liquefied flammable gases within a residential occupancy.")

Owners/Residents & Tenants may not change the structure and appearance of patio in any way, it may not be painted, built or enlarged, in any way, screens, awnings be attached thereto. Plants and flowers are permitted to use as décor or to enhance privacy of patio space. Violations are subject to the following fine:

*FINE: \$500.00 per violation*

### **14. Window Treatments Policy**

Window treatments must only be blinds or curtains. Any alternative to the prescribed window treatments, such as aluminum foil, boxes, newspaper, or other non-approved window dressing shall not be permitted. Violations are subject to the following fine:

*FINE: \$100.00 per violation*

### **15. Use of Common Areas, Common 3<sup>rd</sup> Floor Courtyard & Common Rooftop Policy**

15.1 Social Functions in Units. Owners/Residents & Tenants may NOT have social functions in their units that overflow into the common area hallways. There shall be no littering in the common areas, common 3<sup>rd</sup> floor courtyard and common rooftop. Violations are subject to the following fine:

*FINE: \$100.00 per violation of littering in the common areas and common rooftop.*

15.2 Social Functions on Common Rooftop. Social functions are prohibited on the common rooftop. The common rooftop is reserved for the individual use and recreation for all Owners/Residents and Tenants. Alcoholic and non-alcoholic beverages are to only be consumed in plastic drinking cups. Alcohol and non-alcohol beverage bottles and cans are prohibited due to HOA liability risk. The capacity of persons on the common roof shall not exceed a total of 49 individuals (Capacity based of LAFD Ruling).

15.3 Social Functions on Common 3<sup>rd</sup> Floor Courtyard. Exclusive social functions may occur on the common 3rd floor courtyard. Hosting Owners/Residents & Tenants must submit a written request 21 days in advance and the space will be reserved on a first come first serve basis. (Form provided by Management Company). Parties/functions shall be exclusive and are limited to a maximum of 49 individuals, including the hosting Owners/Residents & Tenants. The capacity of persons on the common 3<sup>rd</sup> floor courtyard shall not exceed a total of 49 individuals (Capacity based of LAFD Ruling). Alcoholic and non-alcoholic beverages are to only be consumed in plastic drinking cups. Alcohol and non-alcohol beverage bottles and cans are prohibited due to HOA liability risk. Exclusive social functions may NOT overflow into the common area hallways or to the common rooftop. There shall be no littering in the common 3rd floor courtyard.

15.4 Common 3<sup>rd</sup> Floor Courtyard Schedule. Social functions may be scheduled daily between the hours of 10:00am – 10:00pm ONLY.

15.5 Common 3<sup>rd</sup> Floor Courtyard and common Rooftop Use Policies and Protocols. An adult must accompany children under the age of 14 at all times on both the common 3rd floor courtyard and common rooftop. Admission and cover charges are not permitted. Commercial use is not permitted. Gatherings of 8 or more that migrate from a unit to the common 3rd floor courtyard will be considered a social function and are required to request approval from the Management Company. Such gatherings are prohibited on the common rooftop.

15.6 Common 3<sup>rd</sup> Floor Courtyard Reservations & Deposit: Social gatherings of more than 8 people should be hosted in the common 3rd floor courtyard. Hosting residents/tenants must pay a deposit of \$500.00 for exclusive use and to protect the Home Owners Association against property damage to any common areas. Such deposit will be returned within seven business days after it has been determined there was no damage to the building or any common areas as a result of the social gathering. In the event of damage, the applicable owner is responsible for all costs required for repairing any such damage, and as such, is not limited to by the amount of the deposit. If repair costs are less than the deposit, a refund will be issued once repairs have been completed. The deposit check is to be made out to The Bartlett Building Lofts HOA no less than 48 hours prior to the event.

**Fee:** A fee of \$250.00 is to be paid to **The Bartlett Building Lofts HOA** to cover the cost of cleaning the common 3rd floor courtyard and other common areas impacted by the event.

Violations of the above are subject to the following fine:

*FINE: \$750.00 fee for unauthorized social gatherings; which is the same amount that would normally be paid in the form of deposit and fee if approved.*

**16. Indoor and Outdoor Common Area Smoke Free Community Policy**

Smoking is restricted to Owner's/Resident's & Tenant's unit. Smoking is prohibited in all common areas, including the lobby, elevators, hallways, common 3<sup>rd</sup> floor courtyard and common rooftop. A smoke-free community policy has been adopted because common areas are public areas. Littering of cigarette butts is prohibited. Violations are subject to the following fine:

*FINE: \$75.00 per violation.*

**Addendum (As of Thursday, January 26, 2006)**

The following addendum items and fine schedule has been adopted by the HOA Board of Directors and will be used as required to remedy a violation of any of the amended Rules & Regulations.

**17. Décor Policy**

Per Article IV, Section 12 of the C.C.&R.'s, Owner's/Resident's and Tenant's shall not decorate the exterior door to their unit or the surrounding common hallway walls with wall paper, reefs, ornaments, posters, wrapping paper, newspaper, etc. Door mats are prohibited.

**18. Commercial Filming & Photography Policy**

**18.1. Film Production and Stills Photography Policy for Unit Owners.**

Unit owners must submit a formal request in writing to the HOA Board of Directors. Once details of the production are reviewed, The HOA Board of Directors has the right to approve or refuse all requests. All approved productions will receive written permission from the HOA Board. The HOA Board reserves the right to grant permission (on behalf of the HOA) to film in common areas including but not limited to the common 3<sup>rd</sup> floor courtyard, common rooftop and lobby for the purpose of generating income for the HOA.

There are two scenarios involving filming and/or stills photography in connection with a Unit, and each will require the following, as applicable:

**1. First Scenario – Filming Activity Restricted to Within A Unit.**

A \$10,000 Damage Deposit, paid by either the Unit Owner or the filming company prior to the filming company entering the building, is required for all film shoots in the form of a check made payable to Bartlett Loft Home Owners Association.

b. Film crews are limited to 20 people.

- c. No more than 10 shooting days a year, per unit.
- d. The filming company must provide Commercial General Liability Insurance in the amounts of no less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate with Bartlett Loft Home Owners Association must be named as additional insured. A Certificate of Insurance must be submitted to the Bartlett Building Board of Directors prior to the filming company entering the building.
- e. The film company is responsible to pay for a security guard, elevator operator and to employ a professional cleaning crew to clean up after the shoot. Such costs will be provided by the property manager and referenced in the filming agreement(s). Owner will be responsible for any building restoration costs caused by the filming activity.
- f. Filming hours are limited to 8:00 a.m. to 6:00 p.m., Monday through Friday unless special arrangements have been made with the HOA Board of Directors. No filming on weekends or holidays unless special arrangements have been made with the HOA Board of Directors.
- g. No storage of Film Company's equipment is allowed in the common areas of the building.
- h. Access to the building is not permitted through the front entrance on 7<sup>th</sup> Street or through the parking garage. Access to and from the building for loading/unloading of equipment and filming company crew is provided only through the side door in the alley on the west side of the building.
- i. Two separate Hold Harmless/Indemnification Agreements must be entered into between (i) the HOA and the filming company and (ii) the HOA and the Unit Owner, indemnifying the Bartlett Building HOA in the form of the following (or such indemnification provisions may be incorporated into the filming agreement(s) as applicable):  
  
“ \_\_\_\_\_ (Unit Owner/Filming Company Name) hereby agrees to use reasonable care to prevent damage to the building and to indemnify the Bartlett Loft Homeowners Association, its members, tenants and residents (collectively hereafter referred to as the “Indemnities”) and hold harmless the Indemnities from any claims, demands, expenses (including reasonable attorneys' and accountant's fees and disbursements), judgments, settlements, penalties, liabilities or losses of any kind or nature whatsoever which may be made, asserted, maintained, sustained, incurred or suffered by or secured against or imposed upon any Indemnity(s), by reason of the breach of any person or persons arising out of or based upon personal injuries, death or property damage resulting from any use of the Unit Owner's Property referenced in the filming agreement between \_\_\_\_\_ (Unit Owner Name) and \_\_\_\_\_ (Filming Company Name).”

j. All applicable filming permits will be obtained by filming company, and copies of such filming permits will be submitted to the HOA Board through the property manager.

k. The Unit Owner will provide all electricity; or if pre-approved, the HOA Board will provide access to electricity in the common areas and the cost of such electricity will be borne by the Unit Owner and paid to the HOA. Electricity generators will not be run inside the building, on the 3<sup>rd</sup> floor courtyard or on the rooftop under any circumstances.

18.2. Second Scenario – Filming Activity in Unit and in Common Areas of Building.

In addition to the above Rules and Regulations under the First Scenario, the following Rules and Regulations apply if filming-related activities are conducted in an Owner's Unit and additionally in the common areas of the building (regardless of being "common areas" or "exclusive use common areas" as defined in the C.C.&R.'s):

l. A filming agreement between the filming company and the Bartlett Loft Home Owners Association, including compensation paid directly to the HOA for any filming activity conducted in common areas of the building (i.e., photography of common areas, crew spill-over into common area hallways, extras holding in common areas, cabling for equipment through common area hallways, lighting placement in common areas, use of building electricity, etc.), must be approved, negotiated and signed by the HOA Board prior to filming company entering the property.

m. The filming activity will not unreasonably disrupt neighboring Units' quiet enjoyment of their property and the HOA Board reserves the right to request inconvenience fees to be paid to neighboring Units - which will be paid by either by the filming company or the Unit Owner.

Violations are subject to the following fines:

*Fine: \$1,000.00 for the first violation, \$2,000 for the second violation, all subsequent violations will be fined amounts that are at the discretion of the HOA Board.*

**19. Commercial Unit Lease Policy**

Covered by Article IV, Section 4.01 of the C.C.&R.'s, Commercial Unit may be rented by its Owner provided that all of the following conditions must be met:

19.1 Written Leases. The Owner must have a written lease agreement between the Owner of the Commercial Unit and the Lessee, Such lease must state that the lease is subject to all applicable provisions of the C.C.&R.'s, By-Laws and Rules and

Regulations of the Home Owners Association. All leases will be for a minimum of a one (1) year period. " \_\_\_\_\_ (Commercial Unit Owner/Commercial Unit Owner's Lessee Name) hereby agrees to use reasonable care to prevent damage to the building and to indemnify the Bartlett Loft Homeowners Association, its members, tenants and residents (collectively hereafter referred to as the "Indemnitees") and hold harmless the Indemnitees from any claims, demands, expenses (including reasonable attorneys' and accountant's fees and disbursements), judgments, settlements, penalties, liabilities or losses of any kind or nature whatsoever which may be made, asserted, maintained, sustained, incurred or suffered by or secured against or imposed upon any Indemnitee(s), by reason of the breach of any person or persons arising out of or based upon personal injuries, death or property damage resulting from any use of the Commercial Unit referenced in lease agreement between \_\_\_\_\_ (Commercial Unit Owner Name) and \_\_\_\_\_ (Commercial Unit Owner's Lessee Name)."

19.2 Names and Phone Numbers of Lessees. The Owner of the Commercial Unit must give the names and phone numbers of all Lessees to the Home Owners Association Board.

19.3 Documentation to be Submitted to HOA Board. Copies of the above-mentioned leases, names and phone numbers of Owner's Lessee's must be submitted to the Home Owners Association Board upon demand. The Home Owners Association Board must receive such copies within fourteen (14) calendar days of request by the Home Owners Association Board.

Violations are subject to the following fines:

*FINE: \$500.00 fee if copies are not submitted or copies are not received within the fourteen (14) day period of notification.*

## **20. Commercial Unit & Commercial Parking Unit Conduct and Compliance Policy**

Covered by Article IV, section 4.05, the Owner is responsible for the conduct and substantial compliance of the Owner's Lessees, Customers of the Lessees and Guests of the Lessees, and for the afore-mentioned parties to adhere to the C.C.&R.'s, By-Laws and Rules and Regulations, including the following:

20.1 No Personal Guests of Parking Employees. Owner's Parking Company employees will not allow their guests on to the property.

20.2 Parking Gates to be Closed at All Times. The Owner's Parking Company will keep the gates at the entrance to the Commercial Parking Unit closed at all times when valets are not present at the desk located on the first floor of the Commercial Parking Unit.

20.3 No Personal Use of Valet Phone. The Owners Parking Company will not use the valet phone located at the valets' desk on the first floor of the Commercial Parking Unit for any calls other than business-related calls.

20.4 No Phone Use by Parking Employees While Operating Vehicles. The Owners Parking Company employees are strictly prohibited from using phones while operating vehicles in the Commercial Parking Unit.

20.5 Parking Restricted to Home Owners Association Members and Their Tenants. Parking in the Commercial Parking Unit will be limited to members of the Home Owners Association and/or their tenants only according to existing permits.

20.6 Five (5) Mile Per Hour Speed Limit in Commercial Parking Unit. Owner's Parking Company employees will not drive above five (5) miles per hour in the Commercial Parking Unit.

Violations are subject to the following fines:

*FINE: \$250.00 first violation, \$500.00 second violation, third violation will be left to the discretion of the Board.*

## **21. Commercial Unit Insurance/Permitting and Indemnification/Hold Harmless Policy**

Covered by Article IV, section 4.05 of the C.C.&R.'s, the Owner of the Commercial Unit, or the Owner's Lessee will maintain at all times public liability insurance in an amount which is reasonable according to the sole discretion of the Home Owners Association Board for use of the Commercial Unit and the Owner and/or Owner's Lessee will provide proof of such insurance on demand by the Home Owners Association Board in the form of a Certificate of Insurance, naming the Bartlett Loft Home Owners Association, its members, and tenants as additional insured parties thereon. Owners Lessee/Parking Company will also provide evidence upon request of the Home Owners Association Board of bonding by the State of California. Appropriate evidence of all documentation necessary to permit the operation of a commercial business according to the State of California shall be submitted by the Owner to the Home Owners Association Board upon demand. Additionally, the Owner will provide an Indemnification/Hold Harmless agreement between Owner and Owner's Lessee ("Indemnification Agreement"), in the form of the following:

**"Owner and Owner's Lessee hereby agree to indemnify the Bartlett Loft Homeowners Association, its members and residents (collectively hereafter referred to as the "Indemnities") and hold harmless the Indemnities from any claims and demands of any person or persons arising out of or based upon personal injuries, death or property damage resulting from any use of the Commercial Unit referenced in the lease agreement between Owner and Owner's Lessee."**

Violations are subject to the following fines:

*FINE: \$1,000.00 fee for each infraction if a Certificate of Insurance, Commercial Business Permit documentation and Indemnification Agreement are not received within a fourteen (14) day period of request by the Board.*

**22. Security Cameras Policy for Commercial Parking Unit Policy.**

The Owner will install and maintain motion-activated security cameras that provide coverage of the entire Commercial Parking Unit. Additional cameras will be incorporated into the Home Owners Association surveillance system in order to record activity in such Unit.

Violations are subject to the following fines:

*FINE: \$500.00 fee if the Security Camera System is not installed and fully operational within a fourteen (14) day period of request by the Board.*

**23. Maintenance of Commercial Units Policy**

23.1 Maintenance of Commercial Units and Commercial Parking Unit. The Owner will maintain upkeep and cleanliness according to a maintenance schedule as recommended by the Home Owners Association Board including, but not limited to:

- a. Cleaning the floors and repairing the leaks in the ceiling of the Commercial Parking Unit,
- b. Maintaining and regular cleaning of the exteriors and interiors of all Commercial Unit retail spaces,
- c. Removal of all graffiti in appurtenant and adjacent areas to such Commercial Units,
- d. No unapproved signage - all signage, including lettering on awnings, must be pre-approved by the Home Owners Association Board in connection with content and placement of such signage,
- e. Awnings must be cleaned weekly,
- f. Cafes that desire outside tables must get Los Angeles City and Home Owners Association Board approval and such tables and chairs shall not be placed within ten (10) feet of the Spring Street entrance to the Commercial Parking Unit,
- g. Strict adherence to a “clear sidewalk policy” in accord with statutes of the city of Los Angeles and as dictated by the Home Owners Association Board in connection with the Owner’s Lessees’ merchandise – removing all merchandise displayed on the sidewalks adjacent to the building and no placement of merchandise on the building’s outside walls or structures,
- h. Music or noise generated from Owner's Commercial Unit(s) by Owner or Owner's Lessees will not be broadcast nor be audible outside the Commercial Units and will not unreasonably disrupt the Home Owners Association members' (or its tenants') quiet enjoyment of the property and/or the appurtenant and/or adjacent areas to Owner's Commercial Units.

Violations are subject to the following fines:

*FINE: \$1,000.00 fee if the Commercial Unit Maintenance Schedule is not fully operational within a fourteen (14) day period of request by the Board. Additionally, \$500.00 fee for every infraction of the afore-mentioned regulations upon inspection by the Home Owners Association.*

23.2 Maintenance of Bathroom. The Owner will maintain upkeep and cleanliness according to a maintenance schedule as recommended by the Home Owners Association Board in connection with the bathroom located behind the Commercial Retail Units and in the Commercial Parking Unit on the first floor, subject to inspection by the Health Department and subject to the Health Code. Additionally, Owner will operate such bathroom on a so-called “key lock system”, and Owner will provide only its Lessees and their employees with keys for access to the bathroom. Owner will stock bathroom with necessary supplies on a daily basis due to storage constraints.

Violations are subject to the following fines:

*FINE: \$500.00 fee if the Bathroom Maintenance Schedule and Key Lock System is not fully operational with a fourteen (14) day period of request by the Board. Additionally, \$250.00 fee for every infraction upon inspection by the Home Owners Association and/or Health Department.*

**24. Documentation of Owner’s Parking Company Employees Policy**

The Owner or Owner’s Lessee will provide evidence of Form I-9 employment documentation for all Commercial unit employees, Worker’s Compensation insurance for all Commercial Unit Employees, and copies of valid California Drivers Licenses for every employee of Owner’s Parking Company working in the Commercial Parking Unit. The Owner's parking Company will notify the Home Owners Association Management Company of any new employees of Owner’s Parking Company and provide the afore-mentioned documentation promptly upon such notification.

Violations are subject to the following fines:

*FINE: \$500.00 fee for each infraction if appropriate documentation is not received within a fourteen (14) day period of request by the Board.*

**25. Safety Mirrors for Pedestrians Crossing Commercial Parking Unit Entrance Policy**

The Owner will install safety mirrors at the entrance/exit of the Commercial Parking Unit on Spring Street for the safety of pedestrians crossing the entrance/exit on the sidewalk.

Violations are subject to the following fines:

*FINE: \$1,000.00 fee if the Safety Mirrors are not fully operational within a seven (7) days of request by the Board. Additionally, \$500.00 fee for every infraction upon inspection by the Home Owners Association.*

**26. Maintenance of Commercial Parking Unit and Related Permitting Policies**

Owner will install “car lifts” according to recommended standards and provide evidence of necessary permits. Owner will also provide evidence to the Home Owners Association Board of certification for all of Owner’s Parking Company employees, evidencing competence and training in the operation of such car lifts.

Violations are subject to the following fines:

*FINE: \$5,000.00 fee for each infraction if appropriate documentation is not received within a fourteen (14) day period of request by the Board.*

**27. Commercial Parking Storage Restriction Policy**

Owner and/or Owner’s Lessees will not allow for or store any materials not related to the operation of the Commercial Parking Unit. The Commercial Parking Unit will be used solely as a venue for parking Home Owners Association members' (and their tenants') vehicles.

Violations are subject to the following fines:

*FINE: \$2,500.00 first violation, \$1,000.00 second violation, third violation will be left to the discretion of the Board.*

**28. Adherence to OSHA Standards in Commercial Units, Including the Commercial Parking Unit**

Owner will comply with all OSHA standards in connection with pollutant limits, cleanliness, building materials, stored materials and vermin and/or insect infestation. The Home Owners Association Board will contact OSHA to conduct inspections in order to ensure adherence and compliance to such standards.

*FINE: \$10,000.00 fee for every infraction upon inspection by the Home Owners Association and/or OSHA representatives.*

**29. Doubling of Fines/Liens on Owner's Property if Unpaid after 30 Days of Notification Policy**

Following thirty (30) days from the date of the Home Owners Association Board's (or the Home Owners Association's Property Manager as applicable) notification to Owner of a fine being incurred by Owner, the amount of each fine referenced in such notification shall double if still unpaid by Owner. After an additional thirty (30) days thereafter following such doubling of the afore-mentioned fine, if still unpaid, a lien will be placed on Owner's property.

## **SPECIAL NOTICE**

These rules and regulations do not amend, replace or supersede any condition or restriction within the Association's C.C.&R.'s or By Laws.

In the event that any rule or regulation conflicts with any provisions of the C.C.&R.'s or bylaws, such provisions contained within the C.C.&R.'s or Bylaws shall prevail.

Though these rules & regulations do not change or supersede the C.C.&R.'s or bylaws, they are enforced by the Bartlett Building HOA, Board of Directors, officers, and Management Company. The Rules & Regulations herein may be changed or added to at any time by the HOA Board of Directors. The board may also revoke any consent granted hereunder at any time.

Though some of these rules and regulations may appear to be stringent, they were constituted and will be enforced to maintain the safety and enjoyment of all Owners/Residents & Tenants, control the appearance and uniformity of units, and preserve the integrity and fiscal appreciation of the building. Since this is a common interest development, these governing rules and regulations should be considered as house rules; which are designed to create structure and protocol for daily living.

The HOA Board of Directors appreciates your cooperation and adherence to these specified rules and regulations.

## **REMINDER TO OWNERS**

**UPON RESALE, CALIFORNIA LAW REQUIRES THAT YOU PROVIDE YOUR PURCHASE WITH AMONG OTHER THINGS, A COPY OF THE ENCLOSED HOMEOWNER RULES AND REGULATIONS. IF YOU RENT OR LEASE YOUR RESIDENCE, THE BOARD REQUIRES THAT A COPY OF THIS DOCUMENT BE GIVEN TO SUCH TENANTS AND RESIDENTS.**