

**BROOKHURST VILLAGE**  
**CONDOMINIUM ASSOCIATION**

**RULES AND REGULATIONS**

**(AMENDED AND REVISED)**

March 23, 2021

Adopted by the Board of Directors

Date: March 23, 2021

# **BROOKHURST VILLAGE CONDOMINIUM ASSOCIATION**

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## **RULES AND REGULATIONS**

Pursuant to Article V, Section 1(a) of the Declaration of Establishment of Covenants, Conditions and Restrictions of Brookhurst Village Condominiums, recorded in the Office of the County Recorder, County of Orange on February 8, 1982 as Document No. 82-046105 (hereafter "CC&Rs"), the Brookhurst Village Board of Directors ("Board") has the authority to adopt and reasonable rules and regulations (and any amendments thereto) ("Rules") relating to the use of the common area and recreational facilities by members and their guests. These Rules do not supersede the CC&Rs and are provided by the Board as a supplement thereto. The purpose of the Rules is not to alter or replace any of the existing provisions in the CC&Rs but to further expand on existing provisions to enhance the welfare, safety and protection of members and their guests.

Please remember that the purpose and objective of the Rules and Regulations is to provide detailed, common sense guidelines for living in the Brookhurst Village community. Living in a condominium community is a unique experience and much different than living in an apartment or owning a private residence. Upon your acceptance of a grant deed in a condominium, you became a member of the Association endowed with all the rights and privileges thereto yet also subject to the mandates and restrictions in the CC&Rs and other governing documents. We must all contribute to making Brookhurst Village a beautiful and safe place to live and respect our obligation as members to become knowledgeable with and uphold the provisions in the governing documents. We look forward to working with you and your family to enhance our community and continue to make Brookhurst Village a special place to live.

In recognition of your investment as a member of the Brookhurst Village community and in furtherance of enhancing the beauty, safety, and vitality of our community, the Board of Directors has adopted the following revised Rules and Regulations.

Thank you for your commitment to keeping the Brookhurst Village community a safe and attractive place to live.

Sincerely,

Board of Directors  
Brookhurst Village Condominium Association

Amended March 23, 2021

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## **DEFINITIONS**

1. **OWNER:** The record titleholder or contract purchaser under the contract of sale of a condominium in the Brookhurst Village Condominium project ("Project").
2. **TENANT:** A non-Owner who is the primary occupant of an owner's unit for a previously agreed upon period.
3. **RESIDENT:** An Owner or tenant as described above.
4. **GUEST:** A person who is neither an Owner or a tenant but is a visitor, delivery service, or vendor for the Association.
5. **UNIT:** The elements of a condominium, which is individually owned, and not in common with other elements of the Project. Please refer to the CC&Rs for a more specific definition.
6. **COMMON AREA:** The entire Project, excepting all Units therein granted or reserved, subject to all easements and right of use, as described in the CC&Rs.

## RULES AND REGULATIONS

IT IS NOT THE DESIRE OR INTENT OF THE BOARD OF DIRECTORS TO ACT OR SERVE AS A POLICING FORCE. RATHER, EACH RESIDENT HAS AN OBLIGATION TO PROMOTE SAFETY AND TO ENSURE OUR COMMUNITY REMAINS A VISUALLY PLEASANT AND ATTRACTIVE PLACE TO LIVE.

### GENERAL RULES

1. All complaints, violations, suggestions, and/or recommendations should be made to the Association manager or designated Association representatives at the onsite office. **All complaints must be in writing and signed** in order for the Board of Directors to take action.
2. **Consequences for Multiple CC&Rs/Rules Violations**: If any unit owner receives four (4) or more violations in one calendar year, the Association may impose suspension of Member privileges or impose a \$1,000.00 fine or both (after notice and a hearing).
3. **Assessments**: Regular assessments are due and payable on the first of the month and are considered delinquent on the fifteenth and subject to a late fee and collection charges. Please refer to the Delinquent Assessments Collections Policy for further details.
4. **No Commercial Uses of Units**: All units in the Brookhurst Village project shall be used solely for residential purposes.
5. **Owner Maintenance/Repair Responsibility**: Owners shall maintain the interior of their Units in good repair. If an Owner fails to maintain the Unit or make repairs (i.e. plumbing, toilets, faucets, etc.) in a manner deemed by the Board to be necessary to preserve and protect the attractive appearance and value of the project as a whole, the Board, after the notice and hearing requirements outlined in Article V, Section 1(o) of the CC&Rs, shall cause the necessary work to be done and shall assess the costs thereof to the Owner.
6. All future construction and/or decorating work done in any Unit shall be performed inside the Unit or off the premises of Brookhurst Village. No work shall be performed, or materials stored, in any part of the Common Areas.
7. All construction and/or decorating work that can be heard outside a Unit shall be performed on the following days and between the following hours:
  - a. Monday – Friday: 8:00 a.m. to 5:00 p.m.
  - b. Saturday – Sunday: 10:00 a.m. to 5:00 p.m.
8. **No Smoking in Common Areas**: Absolutely NO SMOKING is allowed in the Common Areas. NO EXCEPTIONS! Smoking in Common Areas shall be considered a nuisance under Article VII, Section 5 of the CC&Rs and, in addition to being subject to the violation and fine(s) schedule in these Rules, may result in an enforcement action by the Association.

- a. **Smoking Inside Units**: After notice and a hearing, the Board of Directors may impose the following requirements for an Owner who smokes inside his/her Unit, and the Board determines, via Member complaints or otherwise, that smoke is escaping his/her Unit and causing a nuisance in the Common Areas:
  - i. The purchase of a high-efficiency particulate air (“HEPA”) filter at Owner’s expense with an operation level sufficient to prevent smoke from escaping the Unit and migrating to the Common Area.
  - ii. At Owner’s expense, install door sweeps and weather stripping around all external doors to seal all penetrable areas.
  - iii. At Owner’s expense, seal all penetrable areas on all walls, ceiling, and floors.
9. **No Loitering**: Loitering is not permitted in the carport areas, alleys, and Common Areas.
10. **No Foul Language / Harassment**: No profane or vulgar language may be used or caused to be heard in the Common Areas. Such profane or vulgar language may be considered a nuisance under the CC&Rs. Owner harassment or use of profanity against other Owners, Association employees, and/or vendors is subject to the Violation/Fine Schedule as a nuisance violation and will not be tolerated.
11. **No Washers/Dryers in Units**: No washers/dryers shall be installed in or around the Condominium Unit, including patios, balconies, and yards.
12. **No Littering**: NO littering of any kind is allowed in the Common Areas. Littering is strictly prohibited.
13. **No Shopping Carts Allowed**: Shopping carts shall not be used on Association property at any time.
14. **No Vandalism**: Acts of vandalism of any kind (i.e. graffiti, damage to property) are not permitted and will not be tolerated. The Association will report all crimes to the property authorities, and offending Owner, Tenants, or guests will be subject to the violation/fines schedule provided herein.
15. **Scooters**: No motorized scooters are allowed on the sidewalks of Brookhurst Village property.
16. **Bicycles**: No bicycles, scooters, rollerblades, roller skates, or skateboards are allowed in the Common Areas.
17. **No Jump Houses**: “Jump houses” are always prohibited in the Common Areas, including the basketball court, swimming pool area, and the grassy area in front of the Clubhouse.
18. **No Fireworks**: Fireworks of any kind are prohibited in the Common Areas.

19. **No Water Balloons**: No water balloons are allowed in the Common Areas.
20. **Minors Must be Supervised by an Adult Between 10:00 p.m. and 6:00 a.m.**: For the health and safety of Brookhurst Village Residents, all minors under eighteen (18) years of age are not allowed in the Common Areas between 10:00 p.m. and 6:00 a.m., unless accompanied and supervised by an adult Brookhurst Village Resident.
21. **No Charcoal BBQ's**: Charcoal barbecues are prohibited in the Common Areas. This prohibition extends to all Units, balconies, patios, and backyards.
22. **Air Conditioner ("A/C") Units Installed in Unit Windows**: Window-installed A/C units are prohibited in the Units and shall not be installed in Unit windows. Every Unit has an installed central A/C system, which must be used and maintained by Owners for air conditioning to the Unit. For information regarding available vendors to make central A/C repairs, please contact Management or a designated Association representative at the onsite office. Wiring insulation, air-conditioning, or other machinery or equipment (other than that originally installed by developer or approved by the Board of Directors) and their replacements shall not be constructed, erected or maintained on or within the Common Area and the Association Property, including any structures on it.
23. **Quiet Enjoyment**: Brookhurst Village Condominium Association values the peaceful and quiet enjoyment of all units. Excessive noise from units or common area activities is not allowed and will not be tolerated. Residents and guests shall not create excessive noise that can be heard in Common Areas. Excessive noise from parties, stereos, power tools, etc., is strictly prohibited. No sound should be heard outside the walls of any Unit. Please be considerate of those living close to you and keep noise levels as low as possible. No actions or activities shall be conducted within an Owners unit, or in the Association's Common Areas, which unreasonably disturbs or disrupts the quiet and peaceful enjoyment of others. Repeat excessive noise violations may constitute a nuisance under Article VII, Section 5 of the CC&Rs and may subject an Owner to the violation/fine schedule and/or an enforcement action.

[End General Rules]

## COMMON AREAS

1. Each homeowner will be held accountable to the Association and other Owners for the conduct and behavior of their Tenants, guests, and pets. Owners shall assume all costs of repair for any damage, whether accidental or intentional, to the Common Areas and Association property, including buildings, equipment, landscaped areas, and furnishings.
2. Residents shall be responsible for regularly cleaning and maintaining porches, front walk areas, and all areas visible from the Common Area and removing all trash and unsightly articles from these areas.

- a. Common Area Mailboxes: Residents must dispose all unwanted mail, junk mail, postcards, flyers and other debris immediately after visiting Common Area mailboxes. Owners and Tenants shall be in violation of these Rules and subject to the violation/fine schedule if found responsible, after notice and hearing, for littering the Common Area mailboxes with unwanted mail.
3. Carports are to be maintained in such a manner that they do not appear to be unsightly when passing through the Common Area.
4. Carport areas may not be used to store any items other than those items stored in designated storage bins.
5. All cars and motorcycles must be parked in designated carports, parking spots, or guest parking spots. Any vehicles parked outside of such designated spots will be towed at owners' expense.
6. Any vehicle that leaks oil must have a drip pan installed underneath the vehicle. It is the responsibility of the owner to keep pans emptied and in safe condition. It is against the law to dump oil or hazardous materials/waste from a vehicle into the garbage bins. It is the responsibility of the owner to dispose of hazardous waste at an authorized hazardous waste collection facility.
7. Patios and balconies shall not be used as storage areas. Owners shall not install or place any items on patios that extend beyond or above the patio/balcony cap area. Any potted plants, clothing, and other items shall not be placed on patio/balcony ledges. All patios/balconies shall be maintained in an orderly, aesthetically pleasing manner and appearance to passersby in the Common Areas.
8. Patios/Balconies // Weatherproof, Rubber-Based Flooring for Balconies Required for Owners who Keep and Maintain Dogs/Pets on Balconies\*: No Owner or Tenant may install indoor/outdoor carpeting onto the wood decking of balconies. All Owners must first submit an architectural review application with plans/specifications to the Board for review and obtain written authorization from the Board prior to the installation of *any* floor covering on balconies. After Board review and Board approval (in writing) of proposed floor-covering materials, Owners may install removeable waterproof / weatherproof rubber-based floor coverings to cover gaps in the wood decking floor. All authorized rubber-based floor coverings must be removeable and range in thickness between ½ inch to 1 inch. *\*ALL Owners who keep and maintain dogs or pets on unit balconies are required to install Board-authorized weatherproof, rubber-based floor coverings on balconies to prevent feces and urine from dropping or running off onto common areas or other units' exclusive use areas.* If an Owner installs tile, hard flooring, cement flooring, or other unauthorized balcony flooring, the Board may, after notice and hearing (See Violation/Fine Schedule), enter the balcony to remove the unauthorized flooring and/or make necessary repairs and levy a reimbursement assessment against the Owner for the cost. *BVCA is not responsible for any damage to, or loss of, flooring materials/labor/ and/or any other damage resulting from such entry by the Association to make necessary repairs to balcony flooring. If the Association is*



**required to enter a Unit balcony to make necessary repairs, floor materials / coverings will not be returned, nor the cost thereof reimbursed, to Owners.**

9. No items of any kind (i.e., bicycles, strollers, wagons, trash, etc.) may be stored on front common area porches or under staircases.
10. Excessive Noise from Units: Residents and guests shall not create excessive noise that can be heard in Common Areas. Excessive noise from parties, stereos, power tools, etc., is strictly prohibited. No sound should be heard outside the walls of any Unit. Please be considerate of those living close to you and keep noise levels as low as possible. No actions or activities shall be conducted within an Owners unit, or in the Association's Common Areas, which unreasonably disturbs or disrupts the quiet and peaceful enjoyment of others. Repeat excessive noise violations may constitute a nuisance under the CC&Rs and subject an Owner to the violation/fine schedule and/or an enforcement action.
11. All trees in backyards are to be properly maintained (i.e., trimmed, cut, removed, etc.). At no time may branches touch the buildings due to the Association's fire insurance policy. If an Owner fails to maintain backyard trees, the Association may cut and/or remove the trees and specially assess the Owner for the cost.
12. Exterior Alterations to Units: Owners shall not change the appearance of the exterior of their Unit. Owners shall not install awnings or shades to the exterior of their Unit. Structural modifications to the interiors of the buildings or the Units without written approval from the Board of Directors and confirmation that proper permits required by the City of Anaheim were granted by the City for the improvements. The Board of Directors has the discretion to withhold approval of a proposed installation or improvement that would negatively impact the uniformity and attractiveness of the Project.
13. Satellite Dishes: Satellite Dishes must be installed in one of the following three manners:
  - a. Installation within an exclusive patio area and attached to the WHITE wood trim but not on the patio cap.
  - b. Installation to the backside of the building and attached to the WHITE wood trim.
  - c. Installation within an exclusive patio area and attached to a pole within a bucket of cement.
14. Laundry Rooms: Owners and Tenants shall not litter in the laundry rooms and shall dispose of all trash and unwanted materials in the trash bins located inside the laundry rooms. No Owner shall dump household trash or debris in the laundry room trash bins, which must be used for laundry-related trash ONLY.

[End Common Areas Rules]

## POOLS / SPAS / AND SAUNAS

1. All Residents must abide by the posted rules in the pools and spas area.
2. Pools and spas are open between 8:00 a.m. to 10:00 p.m. The hours of operation for the pools and spas facilities will be strictly enforced.
3. Minor Supervision: For the safety and welfare of Brookhurst Village residents, minors under sixteen (16) years of age must be supervised by an adult Resident (i.e. Resident at least eighteen (18) years of age) while using the pool/spa facilities. **NO EXCEPTIONS.** No adult shall supervise more than four (4) minors at any given time. **A violation of this rule shall result in an automatic fine of \$100.00 per each unsupervised minor.**
4. A maximum of four (4) guests per Unit are allowed in the pools and spas.
5. For the health and safety of all Brookhurst Village Residents, individuals who use the common area pools and spas must be potty-trained.
6. Dangerous Behavior/Activity: Dangerous activities are prohibited in the pool/spa facilities. Running, excessive noise, or unruly behavior will not be tolerated.
7. No Diving Allowed: Diving into the pools and spas is strictly prohibited.
8. Guests: All guests in the pools and spas facilities must be accompanied by a resident host.
9. Soaps, Foreign Liquids, Poly-Styrofoam Pool Toys Not Allowed: Residents and guests shall not bring or use soap, foreign liquids, or poly-Styrofoam toys (i.e. floats, life rings, surfboards, etc.) to the pool and spa facilities.
10. Ball-Throwing Not Allowed in Pool Area: Residents and guests shall not engage in ball throwing in the pool and spa facilities.
11. Towels Required on All Pool Furniture: Residents and guests shall protect pool furniture by placing towels over the furniture during use to prevent damage from sunscreen / lotion and perspiration. All pool furniture must be used for its intended use.
12. Pool Furniture to Remain in Pool Area: Residents and guests shall not move pool furniture from one pool area to another.
13. Pets Not Allowed: Pets are always prohibited from the pool/spa areas unless the pet is a valid "service" animal or emotional support animal ("ESA") and necessary for the Resident or guest to access the pools and spas facilities. **NO PETS ARE ALLOWED IN POOL OR SPA WATER.** For the health and safety of Residents and guests in Brookhurst Village, Residents or guests with disabilities who require the use of a service animal to enter pools and assist with swimming must first contact Management or an Association representative

in the onsite office so arrangements can be made to protect the health and safety of all pool and spa users.

14. Keep All Gates Closed and Locked: All gates for entering/exiting pool areas must always remain closed and locked. No Resident or guest may leave pool gates open or ajar at any time. **Failure to comply may result in an automatic \$100.00 fine, with or without a warning letter. The Board may deliver an initial notice of violation/hearing and assess a \$100 fine. The Board has discretion to suspend specific Membership privileges, in addition to imposing fines.**
15. Proper Pool Attire: All Residents and guests shall wear proper swimming attire in the pools and spas facilities. No cutoffs, t-shirts, street clothes, jeans, diapers, or nude bathing are allowed in the pool.
16. No Loud Noise / Music / Parties / Alcohol: No loud noise, loud music, or parties are allowed in the pools and spas facilities. Residents and guests shall not possess or consume alcohol in the pools and spas areas. **Failure to comply may result in an automatic \$100.00 fine, with or without a warning letter. The Board may deliver an initial notice of violation/hearing and assess a \$100 fine. The Board has discretion to suspend specific Membership privileges, in addition to imposing fines.**
17. No Monopolizing Pool Areas: All Residents and guests must respect the rights of other Residents and guests and shall not monopolize the pool area in any manner.
18. NO SMOKING: Smoking is prohibited in the pool area and in all Common Areas and Association Property. **Failure to comply may result in an automatic \$100.00 fine, with or without a warning letter. The Board may deliver an initial notice of violation/hearing and assess a \$100 fine. The Board has discretion to suspend specific Membership privileges, in addition to imposing fines.**
19. No Bottles, Glass: No bottles, glasses, cups, or dishes made from glass or other breakable materials are allowed in or around the pools and spas.
20. Pool Machinery/Gauges: Residents and guests shall not attempt to regulate water temperature in the pools or spas. Water temperatures are set solely by the pool services vendor or the Pool Committee.
21. No Lifeguard On Duty: **NO LIFEGUARD WILL BE ON DUTY** at the pool or spa. All Residents and guests shall appropriately supervise minors, dependents, or associated individuals with limited or no swimming ability.

[End Pools / Spas Rules]

## CLUBHOUSE

1. Clubhouse Rentals / Reservations / Deposit and Proof of Special Event Insurance is Required: The Clubhouse recreation room is available for rent by all Resident Owners. Resident Owners shall contact Management or an Association representative in the onsite office to reserve and rent the Clubhouse for events and functions. The Clubhouse must be reserved by depositing a refundable cleaning deposit of \$300.00 and a rental fee of \$100.00. **All reservations for rentals of the Clubhouse recreation room must include Resident Owner's proof of special event insurance\* purchased for coverage of the specific event and listing the Association as an "additional insured." \*Because special event insurance premiums (and the amount of coverage) are dependent on the number of guests, the type of event / proposed activities, and whether food is being served, among other details, proof of insurance must be approved in writing by the Board prior to confirmation of a reservation Clubhouse rental. All Residents who rent the Clubhouse agree to hold the Association harmless from any liability that arises from damage or injury to person on the premises.**
2. The Clubhouse is available for rent between the hours of 10:00 a.m. and 10:00 p.m. for a maximum period of six (6) hours. The Clubhouse renter must always be in possession of the Clubhouse key and return the key to the Association on the next business day after the event.
3. Two (2)-Hour Period for Set-Up and Decorating Period on Day of the Event: Resident Owners may enter the Clubhouse two (2) hours prior to the start of the event (on the day of the event only) for set-up and decorating purposes only.
4. Events, Including Cleanup, Must Be Completed During the Rental Period and No Later than 10:00 p.m. After the use of the Clubhouse, all renters are required to thoroughly clean the Clubhouse and remove all trash, debris, and equipment from the recreation room and restroom, and clean the surrounding premises. All Clubhouse renters must end the event, complete all cleanups, and exit the Clubhouse by 10:00 p.m. Under no circumstances shall a Resident Owner re-enter the Clubhouse after 10:00 p.m.
5. Other than Association-sponsored events, bands, live music, stereos/speakers, or disc jockeys are not allowed in the Clubhouse recreation room at any time.
6. No Excessive Noise is Allowed During Events. **Failure to comply may result in an automatic \$100.00 fine, with or without a warning letter. The Board may deliver an initial notice of violation/hearing and assess a \$100 fine. The Board has discretion to suspend specific Membership privileges, in addition to imposing fines.**
7. Minors to be Supervised at All Times: All minors must always be under adult supervision during Clubhouse events.
8. No Alcohol Allowed: No alcohol is allowed in the Clubhouse at any time. If alcohol is served in the Clubhouse or guest(s) are found to be intoxicated in Association Common

Areas, the Association will shut down the party and may contact local authorities, if necessary.

9. No Drugs: Positively no narcotics or any other illegal substances are allowed in the Clubhouse, restrooms, or in or around Brookhurst Village property.
10. No Commercial Purposes: The Clubhouse shall not be used for commercial purposes or business dealings (i.e. no rummage sales, boutiques, raffles, etc. – except for charitable purposes).
11. Guest Parking for Events: Guests, including family members who do not reside on Brookhurst Village property, shall not park their vehicles on Association property. All guest vehicles must be parked outside the Brookhurst Village community. *All unauthorized vehicles will be towed at the vehicle owner's expense.*
12. NO POOL USE: Guests visiting Brookhurst Village for a Clubhouse event shall not use the pools and spas facilities during the event.
13. No Jump-Houses or Inflatable Toys: Inflatable toys such as jump-houses, trampolines, etc., are not allowed in the Clubhouse. Pinatas are not allowed in the Clubhouse grounds at any time.
14. Disruptive or unruly gatherings or events will not be tolerated and subject to termination at the Association's discretion.
15. The Clubhouse is solely intended for the exclusive use of Residents and shall not be sub-leased.
16. Deposits: Prior to the return of the cleaning deposit, the Association will inspect the Clubhouse to ensure it was cleaned properly and returned to its pre-event condition. The cleaning deposit shall be forfeited if the inspection yields an unsatisfactory result.
17. Responsibility for Damage to Clubhouse: If the post-event inspection of the Clubhouse, restroom, and/or surrounding Common Areas results in a finding of damage to Association property beyond reasonable and normal "wear and tear," the Resident renter will pay for the costs of cleaning, repairs, and/or replacement to return the Clubhouse to its pre-event condition.

[End Clubhouse Rules]

## PETS

1. The following Pet Rules and Regulations are in addition to the CC&Rs provisions and any local codes and are intended to supplement those codes which are already in place and enforced by any Federal, State, County or City entity.

2. No household may keep more than an aggregate of Two (2) pets, dogs and/or cats.
3. All pets must be kept within the Unit or enclosed patio and when outside of the Unit must be kept on a leash or appropriate restraint held by an individual capable of controlling the animal.
4. Pet leashes shall not be longer than six (6) feet in length.
5. License / I.D. Tags: Any animal in the Common Areas must be licensed and have an attached identification tag with the Owner's Unit number and telephone number. **Resident Owners and Tenants shall provide a copy of the license to the Association for each pet(s) required to be licensed under local or State law.**
  - a. All loose animals found in the Common Areas without proper identification will be reported to the local department of animal control. If the owner of a loose animal can be readily identified, a reasonable attempt shall be made to notify the owner prior to the pet being removed by local authorities.
6. Owners shall prevent their pets from soiling all portions of the Common Areas and shall promptly clean up any soiled portion or feces left by their pets in *any* Common Area location. \*Any feces left by pets on front patios or backyards must be picked up daily. Front patios must be washed and disinfected daily. No pet urine or feces can run off into the Common Areas or other Units at any time, *including dog/pet feces or urine that escapes through cracks between wood floorboards in upper unit balconies and onto neighboring unit patios or common area below. For this reason, ALL Owners who keep dogs or other pets on balconies must install rubber-based, weatherproof floor coverings, as outlined in Common Areas Rules, Rule #8.* \*Owners who fail to promptly clean up soiled portions, feces, or any mess left by their pets shall be cited and fined \$100.00 without an initial warning letter, in accordance with the violation and fine schedule disclosed herein (i.e., with notice and hearing).
7. Residents Owners are responsible for damage to the Common Areas caused by their pet(s). The Association shall specially assess Resident Owners for the cost of repairs for such damage to the Common Areas.
8. No animals of any kind shall be bred or maintained for commercial purposes. Livestock, poultry, or farm animals are strictly prohibited from being kept in the project.
9. Animals may be kept in balconies, enclosed patios, and backyards so long as noise-control is sufficient and maintained: All animals kept in enclosed patios, balconies, or yards are subject to noise nuisance complaints and potential violations. **Failure to comply with animal noise control may result in an automatic \$100.00 fine (after notice and hearing), with or without an initial warning letter. The Board may deliver an initial notice of violation/hearing and assess a \$100 fine for animal noise nuisance violations. The Board has the discretion to suspend specific Membership privileges, in addition to imposing fines.**

10. The Board may restrict or prohibit the keeping of any animal which constitutes, in the reasonable opinion of the Board, a nuisance or danger to any other owners, their tenants or guests.
11. No Pit Bulls or Rottweilers: Pit Bull and Rottweiler breeds of dogs are not allowed on Brookhurst Village property. A Pit Bull or Rottweiler found to be on Association property shall be immediately reported to local animal control for removal. "Pit bull" includes any dog that is a Bull Terrier, Miniature Bull Terrier, American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, **or any dog that exhibits physical traits of any one or more of the above breeds** or any dog exhibiting those distinguishing characteristics which conform to the standards established by the American Kennel Club ("AKC"), United Kennel Club ("UKC"), or American Dog Breeders Association ("ADBA") for any of the above breeds. These standards are listed on the clubs' websites.
12. Pets that exceed thirty (30) pounds in full-grown weight are not allowed on in Common Areas or Association property.

[End Pet Rules]

## TRASH

1. Household trash and refuse is to be deposited in the large steel trash bins designated for the Condominium building. Trash and refuse shall not be deposited on top of or beside trash bins.
2. All refuse must be secured within a plastic bag before being disposed in Brookhurst Village trash bins.
3. Trash containers in the laundry room areas and placed for convenience in various areas of the Common Areas are not to be used for disposal of household trash.
4. All discarded large boxes, old mattresses or furniture, etc., shall be placed next to the trash bin located near Empire Street ONLY.
5. Trash bins are to be used solely for discarding trash. Searching through the trash bins is strictly prohibited.
6. No resident shall bring trash/debris from outside the community and dispose those items in Brookhurst Village trash bins.
7. Resident shall not store trash on Unit front porches at any time.
8. Violations/Fines: **Violations of the trash rules may subject a Resident Owner to the Hazardous Activities violation/fine schedule provided herein, per Board discretion.**

The Board has discretion to suspend specific Membership privileges in addition to imposing fines.

[End Trash Rules]

## VEHICLES AND PARKING

1. The speed limit throughout Association grounds is 5 miles per hour ("MPH"). Resident Owners, Tenants, or Guests who exceed 5 MPH are subject to the violation and fine schedule provided herein.
2. Assigned Parking Spaces: One (1) or Two (2) carport space(s) are assigned per deed for each Condominium Unit.
3. No vehicle belonging to an Owner/Tenant or guest shall be parked in such a manner as to impede or prevent ready access to another owner's carport. All NO PARKING signs must be obeyed.
4. Open Parking Spaces: The Association has a "first come / first serve" policy for open parking spaces in the community.
5. All Residents and Guests must park their vehicles "Front End In" in all parking spaces. Vehicles shall not physically extend beyond the confines of the parking space. Vehicles that physically extend beyond the boundaries of the individual space are subject to be towed at owner's expense.
6. Brookhurst Village is not responsible for theft/vandalism/damage to vehicles parked in or on Association property. All vehicles parked on Brookhurst Village property are the responsibility of the individual owners. **All Owners are responsible for removing their valuables and personal property from individual vehicles, as the Association is not responsible for theft of personal property from Owners' vehicles.**
7. Parking Decals - All Vehicles Must be Registered with Brookhurst Village: All vehicles parked on Brookhurst Village property must be registered with the Brookhurst Village Condominium Association and display a valid parking decal. **"Unregistered vehicles" (i.e., those vehicles without a valid Brookhurst Village Condominium Association parking decal will be automatically towed at the owner's expense).** All parking decals are designed as a hangtag for the rear-view mirror and required to be visible through the front window/windshield of a vehicle. All Owners are responsible for securing the return of a vacating Tenant's parking decal to be re-registered and used by a new Tenant.
  - a. Replacement / Exchange of Parking Decals: If a parking decal is unreadable and/or damaged or lost, the registered vehicle owner is responsible to notify Brookhurst Village Condominium Association for replacement. **Vehicle owners shall be charged \$100 for the replacement of a lost parking decal.** For sold or traded



vehicles, the vehicle owner is responsible to transfer the parking decal prior to selling or trading the vehicle. It is the owner's responsibility to notify Brookhurst Village Condominium Association if the registered vehicle's license plate changes for any reason so the Association can maintain a permanent record of registered vehicles and license plate numbers.

8. Motorcycles **shall not** be parked in front of a Unit or on sidewalks and shall only be parked in open parking spaces or car ports. **MOTORCYCLES LOCATED IN OPEN PARKING SPACES MUST HAVE A VALID PARKING DECAL.**
9. Restricted Areas: Vehicles shall not block driveways or parked in a manner that impedes the safe flow of vehicle parking and pedestrian traffic. Vehicles shall not block dumpsters or entrances to buildings. Vehicles shall not be parked on any portion of fire lanes, in front of fire hydrants, in red-painted areas, or in disabled spaces. **Vehicles parked in violation of this section shall be immediately towed at owners' expense.**
10. Disabled Parking Spaces: Parking in a disabled parking space in Brookhurst Village Condominium Association requires the display of an Association parking decal and a State-issued disability placard.
11. No Bicycles Parked in Open Spaces: Bicycles are prohibited in open parking spaces and shall not be stored in the Common Areas or in or around Association property. Violations of this provision shall be subject to the following fine policy after notice and hearing: **Failure to comply may result in an automatic \$100.00 fine, with or without a warning letter. The Board may deliver an initial notice of violation/hearing and assess a \$100 fine. The Board has discretion to suspend specific Membership privileges, in addition to imposing fines.** (See Violation/Fine Policy below for additional information).
12. All vehicles parked in open parking spaces on Association property must be in good working condition and have current Department of Motor Vehicle ("DMV") registration tags. Any vehicle found without current DMV registration may be considered abandoned and inoperable and subject to tow at owner's expense after 72-hour notice of request to remove the vehicle. Violations of this provision shall be subject to immediate tow at owner's expense, and **the Board has discretion to suspend specific Membership privileges, after notice and hearing.** (See Violation/Fine Policy below for additional information).
13. Disabled or Inoperable Vehicles: Disabled or inoperable vehicles must be removed within 72 hours of becoming inoperable. It is the responsibility of Residents to notify the Association should a longer period be necessary to plan for the inoperable vehicle's removal and repairs. Any vehicle found without current DMV registration may be considered abandoned and inoperable and subject to tow at owner's expense after 72-hour notice of request to remove the vehicle. Violations of this provision shall be subject to immediate tow at owner's expense, and **the Board has discretion to suspend specific Membership privileges after notice and hearing** (See Violation/Fine Policy below for additional information).

14. Open Space Parking: All vehicles parked in open parking spaces for 72 or more continuous hours shall be subject to immediate tow with or without notice.
15. No vehicle (i.e., cars, trucks, motorcycles, etc.) maintenance or repair work of any kind is allowed on Association grounds. Violations of this provision shall be subject to the following fine policy after notice and hearing: **Failure to comply may result in an automatic \$100.00 fine, with or without a warning letter. The Board may deliver an initial notice of violation/hearing and assess a \$100 fine. The Board has discretion to suspend specific Membership privileges, in addition to imposing fines** (See Violation/Fine Policy below for additional information).
16. The designated and open space parking areas are to be used by Resident/Owners and Tenants only. Guests or visitors must park on the street. Any vehicle without a valid Brookhurst Village Condominium Association parking decal displayed will be considered abandoned and towed at the owner's expense.
17. All Resident Owners and Tenants who plan to be absent from the Brookhurst Village Condominium Association community for periods exceeding 72 hours must notify Management to obtain approval to park a vehicle in the common area or carport beyond the 72-hour period.
18. Recreational vehicles, including but not limited to motor homes, trailers, boats, boat trailers, ATV's, campers, large trucks, or similar vehicles shall NOT be parked in any designated or open parking spaces in the Association community. Such recreational vehicles may be parked temporarily for a maximum of four (4) hours for purposes of trip preparation and loading and unloading the vehicle. **This rule does not include commercial vehicles, as all vendors must park in open parking spaces only and cannot be left overnight for any reason.**
19. Residents shall not blow vehicle horns in the Association community, except in cases of emergency to avoid an accident or damage to vehicle.
20. Habitual or Aggravated Violations: Residents and/or vehicles in receipt of three or more citations for violations of the Vehicles and Parking Rules shall be fined per violation and/or towed, depending on the circumstances and under the discretion of the Board of Directors. All Vehicles and Parking Rules violations are subject to the violation and fine policy, as provided herein. Aggravated vehicular violations may subject the violating Resident to the "Hazardous Activities" violation and fine schedule (provided herein), as provided herein.
21. Vehicle operation on Association property is limited to parking a vehicle in open or designated parking spaces. No driving is allowed on Association Common Areas, walkways, or on the grass.
22. Impounding: Brookhurst Village Condominium Association reserves the right to remove or impound (tow) any or all vehicles at the owner's expense. The Association's towing policy is conducted in accordance with local and State laws and the Association's CC&Rs.

The Association assumes no responsibility for the condition, loss of, or damage to an impounded vehicle.

23. Replacement of Remote Gate Openers: The replacement of lost or damaged remote gate openers shall be at the expense of the Resident. For the safety and security of all Brookhurst Village Condominium Association Residents, the Association has the right to verify residency before providing a replacement remote gate opener to a requesting individual. Such residency verification may include requiring personal identification and additional documentation to establish residency, including a copy of a utility bill, car registration, etc.

[End Vehicles and Parking Rules]

## RENTALS

1. Owners shall provide a copy of the CC&Rs and Rules and Regulations to all Tenants at the beginning of the tenancy period. Prior to a new Tenant taking possession of a Unit, Owners must provide to Management or an Association representative a written statement (signed by the Tenant(s)) confirming the Tenant(s) has received, read, and will comply with the CC&Rs, Bylaws, and Rules and Regulations.
2. All rental agreements and leases must be in writing and include a provision stating that the terms of the lease shall be subject in all respects to the provisions of CC&Rs, the Rules and Regulations, and the By-Laws, and that any failure by a lessee to comply with these Association governing documents shall be a default under the lease (Article XIV, Section 4 of the CC&Rs).
3. Owners shall not lease a Unit for transient or hotel purposes.
4. Owners shall not lease less than the entire Unit (i.e., no room rentals). Such activity constitutes use of a Unit for commercial / business purposes, in violation of Article VII, Section 1 of the CC&Rs.
5. To ensure the health and safety of all Residents, **Owners must provide Management and/or an Association representative at the onsite office with new/current Tenant identification and contact information**, including a copy of the current lease agreement. A copy of the lease agreement may be redacted to remove sensitive or otherwise confidential information.

[End Rentals Rules]

## **ENFORCEMENT OF CC&Rs, RULES AND REGULATIONS**

### **(Violation and Fine Schedule)**

If any unit owner receives four (4) or more violations in one calendar year, the Association may impose (with notice and a hearing) suspension of Member privileges or impose a \$1,000.00 fine or both.

All owners, residents and guests are required to abide by all established rules. Anyone failing to abide by these rules may face corrective action by the Board of Directors. The property management company, acting for the Association, has been instructed by the Board of Directors to provide written notice requesting the compliance of persons on Brookhurst Village Condominium Association property with all provisions of the Rules and Regulations, Bylaws and CC&Rs. If there is a violation, the property management company has been instructed to obtain the names and addresses of violators and report this information to the Board of Directors.

Violations of the Association's Governing Documents should be reported to the property management company.

The following enforcement actions may be taken:

1. Warning letter/request to comply.
2. Notice of hearing and notice of fine/monetary penalty.
3. Notice of suspension of membership privileges and rights right to use Common Area facilities, etc.)
4. Assessment for costs or attorneys' fees incurred in enforcing the governing documents against the owner.
5. Internal Dispute Resolution ("IDR")
6. Alternative Dispute Resolution ("ADR")
7. Lawsuit (including temporary restraining order where appropriate)

In the event a written complaint is forwarded to the management company, the following procedures will generally apply:

For general violations, a warning notice to correct the violation will be sent by the management company. The notice will contain a description of the violation, and instructions regarding response to the notice and correction of the violation. For violations that constitute a "Hazardous Activity," owners shall receive an immediate Notice of Violation and Hearing outlining the Board's intent to levy a First Penalty fine (as stated in the table below).

If the violation continues, or if the response is otherwise unsatisfactory after the notice, or if the offense constitutes a "Hazardous Activity," the owner will receive a notice of hearing and be afforded an opportunity to appear before the Board or an appointed committee, either by appearing personally or by submitting written testimony. The hearing date shall be at least five (5) days before the effective date of a monetary penalty or suspension of privileges, if any is to be imposed. The notice shall be delivered to the owner personally or by first class or registered mail to the last address of the owner shown on the Association's records. The Board or committee shall give fair

consideration to the owner's oral or written testimony in determining whether to impose a penalty. If the Board elects to impose a monetary penalty on a member, the member will receive a written notice within fifteen (15) days following the action by either personal delivery or first-class mail.

If the violation continues, or if the response is otherwise unsatisfactory, even after the imposition of a monetary penalty or suspension of common area privileges, the Board or its appointed committee may impose **additional or continuing fines** pursuant to the Fine Schedule, until such time as the matter is satisfactorily resolved. If the violation continues, the Board may refer the matter to the Association's legal counsel. If a lawsuit is filed, the homeowner may be liable for the Association's legal costs and fees.

If an alleged violation is reported or otherwise noted, including one which results in costs to the association for repairs and/or remedy, the responsible party will be provided written notice of hearing as to the intent to assess/charge the Owner for the cost of the repair.

**Fine Schedule:**

Reasonable fines for first time violations shall be levied in accordance with the following schedule and at the discretion of the Board based on the nature and severity of the alleged offense:

<b>*Any violation of the CC&amp;Rs</b>	First Penalty	\$100
	Second Penalty	\$200
	Third Penalty	\$400
<b>Hazardous Activities</b>	First Penalty	\$300
	Second Penalty	\$500
	Third Penalty	\$800
<b>Unauthorized Improvements to Property</b>	First Penalty	\$300
	Second Penalty	\$500
	Third Penalty	\$800

**\*See Pools / Spas - Rule #3, Rule #14; Rule #16, and Rule #18; See Clubhouse - Rule #6; See Pets - Rule #6 and Rule #9; See Trash – Rule #8; and See Vehicles and Parking - Rule #11, Rule #12, Rule #13, and Rule #15 for specific deviations from the “Any violation of the CC&Rs” section from the violation and fine schedule above.**

Fines shall be in addition to any assessment levied to reimburse the Association for any incurred expenses or costs associated with repairing damage resulting from or correcting any violation or any cost of cleanup. **Four (4) or more fines assessed to a single lot/unit in any twelve (12) month period may result in an additional fine of up to \$1,000.00 at the discretion of the Board of Directors, after notice and a hearing.** In addition, the Board of Directors has the discretion, on a case-by-case basis, to levy a suspension of Member common area privileges in addition to levying a fine.

**Special Note:** Should a violation occur which imposes a financial obligation to the Association; the Owner responsible for the violation(s) shall, after notice and opportunity for a hearing, reimburse the Association for this financial obligation by way of an Assessment pursuant to Article

VII, Section 6 of the CC&Rs. If, for example, a guest or tenant damages a fence, tree or other common property, repair and replacement costs will be charged to the responsible Owner.

**Procedure for Residential Owner Hearings:**

If you have been invited to attend a hearing for an alleged violation of the Association's Governing Documents, the following procedure will generally be followed:

1. You will be introduced to the Board of Directors and other Association representatives.
2. The acting chairperson will summarize the reason for your invitation to the hearing.
3. You may present written or oral evidence to state your position.
4. The requirements of the Association's Governing Documents will be reviewed for clarification of issues.
5. The Board may ask you questions.
6. You may ask the Board questions and make a final statement.
7. Your participation in the foregoing is appreciated by the Board. The Board will deliberate and vote in closed session.
8. You will be notified of the Board's decision, in writing, within fifteen (15) days.

[End Violation and Fine Schedule]

[END RULES AND REGULATIONS]