

Waverly Terrace Owners Association
2929 Waverly Drive
Los Angeles, CA 90039

RULES & REGULATIONS

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GENERAL

1. The Board of Directors has the power to adopt, amend, and repeal reasonable Rules & Regulations (hereinafter referred to as "R&Rs" or "Rules") as authorized by the Waverly Terrace Owners Association's Covenants, Conditions & Restrictions ("CC&Rs"). The intent of the Rules is to provide a safe, mutually beneficial environment for all Association members, tenants and guests. Violations of these Rules may result in a loss of common area privileges and/or monetary penalties, as prescribed by the Board of Directors, pursuant to the CC&Rs.
2. These Rules may be added to, amended or repealed upon appropriate vote of the Board of Directors. Any member of the Association who wishes to make recommendations or suggestions regarding the Rules should submit them in writing to the Management Company.
3. These Rules do not supersede or change any provision of the Association's Bylaws or CC&Rs in any manner. However, they do carry the same level of authority and enforcement. In case of conflict with either the CC&Rs or the Association Bylaws, the CC&Rs and/or Bylaws will prevail.
4. Whenever the word "Owner" is used in this document, it is inclusive of an owner's tenants, occupants and/or guests. All R&Rs shall apply equally to all tenants and/or occupants, such as renters, house sitters or guests.
5. The Association employs the services of a Management Company to manage the day-to-day operations of the building, and that company's designated Property Manager should be the first point of contact for any and all issues or questions relating to the property. Owners who have a complaint or grievance may submit a written statement to the Management Company for Board review. The owner must include all pertinent details, including their name, unit number and telephone number. The owner making the statement must also sign the statement. Anonymous letters will not be considered.
6. The Annual Membership Meeting of the Waverly Terrace Owners Association is held in JUNE of each year. To ensure a quorum is achieved, all owners must plan to attend the meeting in person or return their completed voting form.

COMMON AREAS

1. "Common Area" is defined as any area immediately outside the actual airspace of a unit, excluding the balcony (which is considered part of the unit) except as outlined below. Note that a rooftop air conditioner/condenser (heat pump) is considered part of each respective unit, even though the machinery is physically located in the common area.
2. The entrances, passageways, courtyards, elevators, lobbies, stairways, and garage comprise parts of the common area and shall not be obstructed or used for any purpose other than access to and exit from the condominium, except as otherwise permitted by these Rules or the Board of Directors.
3. SMOKING IS STRICTLY PROHIBITED everywhere in the common area. In addition, smoking is prohibited on patios and balconies.

4. Waverly Terrace "Quiet Hours" are from 10pm to 8am daily. Owners, tenants, and guests should always be considerate of their neighbors, and shall exercise reasonable care to not unreasonably disturb others at any time. However, during quiet hours, excessive noise of any kind (such as from: stereos, TVs, or other sound systems; parties or loud conversations; musical instruments, etc) is expressly prohibited. Construction, remodeling or maintenance work within a unit that may reasonably disturb a neighbor may not begin before 8am.
5. Construction work inside a unit that may be disturbing to others is prohibited at all times on Sundays.
6. Rugs or other materials shall not be dusted from windows, balconies or walkways by beating or shaking. Laundry, towels, rugs or other similar items shall not be hung from balcony railings at any time.
7. No commercial signs or other articles shall be hung from the exterior doors or windows of any unit.
8. Only patio furniture and potted plants appropriate to the look of the building shall be kept on any balcony, or used thereon. Any furniture, plants or other articles, which in the opinion of the Board or its Managing Agent are unsightly or inappropriate, must be removed upon request.
9. All plants must be placed in appropriate containers to prevent the spillage of water or soil onto other balconies, units or the common areas. When washing decks, similar care must be taken to prevent water from dripping onto other unit balconies or the common areas.
10. Front doors to units shall not be left open for extended periods of time, as this allows smoke, other odors and noise to drift into the common areas and adjacent units.
11. A trash chute is located on each floor. All refuse is to be properly bagged, sealed and placed in the chute or taken directly to the trash room in the garage. Trash or debris is not to be discarded anywhere in the common areas or landscaping of the Association.
12. The garage trash room contains a dumpster and recycling bins. The recycling bins must be used ONLY to dispose of clean recyclable materials. No trash or recyclables may be left on the floor at any time; all materials must be placed in a provided container. If the recycling bins are full, recyclables must be disposed of in the dumpster.
13. Christmas trees or any other large objects may not be disposed of in the dumpster, as this may cause the dumpster to overflow. Owners/tenants are responsible for alternate disposal of these items, as well as for cleanup of any tree needles or debris left in the common areas.
14. Any damage to the building, recreational facilities or equipment or any other common area property caused by an owner, their family, guests, tenants, employees, or contractors, is the responsibility of the applicable homeowner, as are the costs of the necessary repairs. If the Association is forced to make such repairs, 100% of the repair cost will be assessed to the responsible owner.
15. Owners are responsible for the immediate cleanup of any debris, dirt, spills or residue left in the hallways or common areas by themselves or by workers providing service to the owner or tenant. Any cleanup left to an HOA representative or maintenance employee may result in a fine to the owner, in addition to an assessment for any costs for such cleaning.

16. Owners are not allowed to move, re-plant or cause to be planted any plantings on the common property without the prior written approval of the Board of Directors.
17. The Association is a DirecTV Multi-Dwelling Unit property. DirecTV is the sole and exclusive provider of satellite TV service for Waverly Terrace. The DirecTV contractor operates and maintains master satellite dishes on the roof for this purpose; individual dishes are not required or allowed on the roof. Residents who wish to subscribe to DirecTV should contact the Property Manager for referral to the DirecTV contractor. Subscribing to DirecTV is at the option and expense of the individual.
18. No unit owner or tenant shall attach an antenna of any kind to any portion of the common area, building or roof of the building, without prior written consent of the Board of Directors and without agreeing to conform to the Association's installation guidelines for location and installation procedures. Anyone wishing to install an antenna must contact the Management Company regarding these guidelines.
19. Owners, their tenants and/or guests are not permitted to borrow or remove any furniture, equipment or property from the common areas.
20. All holiday decorations visible from the common areas must be removed within ten days after the date the holiday ends.
21. Garage sales, yard sales or rummage sales of any kind are NOT permitted anywhere on Waverly Terrace property or in front of the complex on Waverly Drive.
22. Owners shall not tamper with or attempt to adjust any operating piece of equipment, valve, electrical, gas or water connection within the common areas without notifying the Property Manager in advance and without having a licensed service professional present, except in the case of an emergency.
23. Outside/perimeter doors must be closed and locked at all times. These doors may not be propped open for moving purposes without continuous on-the-spot supervision.
24. Children 14 years of age or younger must be supervised by an adult when in the recreation room or pool area at all times. NO EXCEPTIONS!
25. Parents and guardians will be held responsible for the actions and conduct of their children and/or their guests at all times.
26. In order to protect the roof waterproofing surface, owners, tenants or their guests, or any contractors or repairmen, are not allowed on the roof at ANY TIME, except by prior arrangement with the management company. Roof access must be requested a minimum of two business days in advance. Unauthorized roof access or activation of a roof door alarm will result in a fine.
27. Barbecuing is not permitted on the balconies or patios of any unit. The barbecue located in the pool area is Association property and may be used by any Association member or tenant.
28. No doormats of any kind are allowed in front of the units in the interior hallways.

29. Common Area door locks use high-security keys that, once issued, are the responsibility of the owner/tenant. Owners are responsible for securing the keys when tenants move out. Replacement keys are available for \$50 per key from the Property Manager.

30. Owners/tenants must provide the property manager with a telephone number that can be programmed into the front door security intercom. The number must be a local (323 area) call. Adjacent area codes (310 or 818) can be programmed but may require a monthly fee, to be determined by the Board, if the numbers are not a local call. Long Distance toll numbers are not permitted.

31. For security reasons, owners/tenants should under no circumstances “buzz in” someone through the intercom unless the person being admitted is known to the owner/tenant.

32. Realtor key boxes may be attached only to the ring installed for this purpose, which is affixed to the outside wall immediately to the right of the lobby door. Key boxes may be placed only temporarily, and must be removed upon closing or leasing. Key boxes placed elsewhere will be removed and discarded without notice.

33. Any Common Area issue (such as leaking pipes or malfunctioning equipment) should be reported to the Property Manager immediately. Owners/tenants should not attempt to arrange or schedule Common Area repairs themselves.

ARCHITECTURAL RULES

1. Owners shall not install, erect, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, decorations, or fences onto any balconies, or to the exterior of any unit or upon any Common area, nor change, modify or alter them in any manner, until such time as an owner has first submitted a written request to the Board of Directors with the necessary plans, drawings, schematics, etc., and has been given written authorization to proceed with the requested modifications.

2. Owners may remodel the interior of their units without prior authorization, provided that no changes are made to the structural design and/or integrity of the unit, no penetrations are made to exterior building surfaces (roof or walls) and no modifications are made to electrical or plumbing utilities. Requests to remove or relocate utilities or interior walls must be accompanied by appropriate plans submitted by licensed contractors and must be approved by the Board prior to the commencement of work.

3. Any request for the installation of washer/dryer appliances must be explicitly approved by the Board of Directors in advance. Such requests must be accompanied by complete and appropriate construction plans submitted by licensed contractors. Any improvements required to common area drain lines in order to accommodate washers will be made at the expense of the requesting owner. Waterproofing of any roof or wall penetration made for dryer venting (if approved) will be done at the expense of the requesting owner. The Board may deny any washer/dryer request if drainage and/or venting cannot be accomplished satisfactorily.

4. Any owner wishing to install new exterior windows must contact the Property Manager for current rules as to the manufacturer, colors permitted, and installation procedures.

5. Bicycles shall not be stored on balconies or patios. A bike rack is provided in the garage for this purpose.
6. Hardwood floors, tile, or other hard floor surfaces are permitted ONLY in the bathroom and kitchen areas of units on the second and third floors. NO EXCEPTIONS! There are no restrictions on the use of hard floor surfaces anywhere in units on the first floor. The Board will require removal or covering of any prohibited hard surfaces.
7. Nothing is to be attached to the building stucco. The stucco MUST NOT be penetrated in any way in order to avoid moisture and insect intrusion.
8. For Sale/Rent/Lease signs may be posted in the front hillside adjacent to the entry sidewalk. Signs are limited to small "single stake" size. Large "colonial" signs are prohibited. Signs not meeting these criteria may be removed immediately and discarded at the discretion of the Board or Property Manager. All signs should be of professional appearance; handmade signs are not permitted. Signs must be removed immediately after close of escrow or signing of a lease. Anyone placing a sign must notify the Property Manager and indicate which property is being advertised and who is responsible for the sign.

GARAGE / GUEST PARKING

1. No vehicle(s) belonging to an owner or guest shall be parked in such a manner as to impede or prevent access to another owner's assigned parking space.
2. "No Parking" signs, wherever posted, must be obeyed. Parking in the garage is not allowed except in the assigned spaces provided.
3. Due to strict fire codes, no materials of any type may be stored in front or around the sides of any parking space.
4. Automotive repairs, including changing oil, are not permitted on any vehicle on the premises.
5. Vehicles may not be washed on the premises.
6. Owners must not permit guests, tenants or family members to use any other owner's assigned parking space without prior permission.
7. Please observe extreme caution while driving in the garage. Be cautious of cars backing out, pedestrians, etc. The maximum speed allowed in the garage is 5 MPH.
8. The Association owns two well-marked rental parking spaces. These spaces are not intended as short-term visitor parking and must be kept open. Anyone wishing to rent one of these spaces should contact the Property Manager.
9. Horn blowing is strictly forbidden except in emergencies.

10. Oil puddles on the garage floor are not permitted. Oil drip pans are permitted at the discretion of the Board. Oil pans, if permitted, must be kept clean. Individual owners are responsible for cleaning and maintaining their own parking spaces. Oil spills must be cleaned immediately. The Association may clean any space that is deemed a safety hazard, and the cost of this cleaning will be assessed to the responsible unit owner.

11. The storage of non-operating vehicles is not permitted.

12. In the event that the Board of Directors determines that it is necessary to tow a vehicle, the owner shall assume liability.

13. Owners/residents are expected to wait for the garage gate to fully close when entering or exiting the garage to help prevent intruders from gaining access to the building.

14. The garage gate receiver is a commercial-grade system, and gate remotes have individual serial numbers. To maintain security, the Property Manager must be notified immediately if a remote is lost or stolen so that the remote can be deactivated from the system. New or replacement remotes are available at HOA cost from the Property Manager. Owners are responsible for replacing the batteries in their remotes.

15. In case of a power failure or a garage gate malfunction, immediately contact the Property Manager to report the problem. After business hours, use the emergency contact procedure as defined by the Property Manager. Under NO CIRCUMSTANCES should any owner or tenant attempt to manually open the gate or override the gate operator.

POOL AREA

1. The swimming pool and surrounding deck are for the use of owners and tenants and their invited guests only. Owners are reminded that they are responsible for the conduct of their guests at all times.

2. There is no lifeguard on duty at any time; therefore, the owner assumes full responsibility for themselves and their guests. Please observe posted safety and sanitation rules.

3. Pool area gates shall remain locked at all times.

4. Boisterous or rough play is not permitted in or around the pool area.

5. No animals of any kind are permitted in or around the pool area.

6. For purposes of disease control and sanitation, no persons wearing diapers, or children who are not toilet trained, are permitted in the pool.

7. Owners and guests are required to cooperate in maintaining maximum cleanliness in the pool area. All trash must be disposed of in the proper containers.

8. The furniture in the pool deck area is to be used for the purpose intended. Any damage will be at the expense of the owner.

9. Pool hours are from 7:00 AM to 10:00 PM daily.
10. Since sound carries readily around the pool area, please keep all noise to a minimum.
11. Personal articles may not be stored in the pool area.
12. Deck chairs must be returned to their proper location after use. Table umbrellas must be lowered to prevent wind damage.
13. For fire and safety purposes, the pool area barbecue must be attended by a responsible adult at all times while in operation. Lighting the barbecue and leaving it unattended (defined as leaving the immediate pool area while a burner is on) shall constitute a violation of these Rules and be subject to fine.
14. The barbecue is equipped with a canvas cover which must be kept in place when the grill is not in use. Anyone using the barbecue is required to replace the cover when the grill cools. Under no circumstances should the unit be left uncovered overnight.
15. Residents, owners, and guests must not add chemicals of any kind to the pool water, or tamper with any pool equipment such as the heater, filter, or filtration system. The pool water hose is for use by maintenance personnel and pool technicians only and should not be used to add water to the pool.
16. The hillside gate is to be used for emergency purposes ONLY. The gate is never to be used to enter or exit the pool area, and must be kept locked at all times.

MOVE IN/OUT

1. New owners/residents are permitted to move in/out of the building between the hours of 8 AM and 7 PM only.
2. Outside/perimeter doors and garage gate must be closed and locked at all times. These doors may not be propped open without on-the-spot supervision. Violators will be fined.
3. Owners/residents are responsible for all damages that occur during move in/out.
4. Pads must be hung in the elevator to protect against damage during a move-in/move-out, or any time anything is transported in the elevator that may cause damage. Pads must be requested through the Property Manager a minimum of two business days in advance. **THE REPAIR OF DAMAGE CAUSED TO ELEVATOR INTERIORS WILL BE ASSESSED AT 100% COST TO THE RESPONSIBLE OWNER.**
5. All refuse must be placed in sealed containers such as tied plastic or trash compactor bags and disposed of through the trash chute. If it is too large to go down the chute, it must be taken to the trash room and placed in a dumpster.

6. All cardboard boxes or other containers used for moving in must be broken down and placed in the trash room dumpsters. Boxes cannot be left on the floor. If the dumpster is full and cannot accommodate additional refuse, alternate disposal arrangements must be made, or the materials must be held until they can be disposed of.

7. The disposal of large items, such as mattresses, furniture, fixtures, appliances, etc., must be arranged with the City of Los Angeles Department of Sanitation's "Bulky Item Collection" service. The telephone number is 800-773-2489; service can also be requested online. These items must be tagged with the unit number and date the item will be picked up and placed at the curb in front of the entrance to the building.

8. There is a non-refundable move-in/move-out fee of \$100.00 each time any homeowner or tenant moves in or out of a unit. The fee will be automatically assessed to the unit. Please notify the management company of all move-ins and move-outs.

PETS

1. State, county and city ordinances pertaining to pets apply to this building. Dogs must be restrained on a substantial leash and be under the direct control of a responsible adult at all times while outside of a unit. All animals are the responsibility of their owners at all times.

2. Control shall be exercised over the noise made by pets. If any pet becomes a general nuisance, restrictive action will be taken.

3. Pet owners are responsible the immediate removal and disposal of animal waste.

4. No animals are allowed in the recreation room or pool area.

5. No animals are allowed to roam the common areas.

6. Pet owners are liable for any damage to persons or property caused by their pets.

NON-OWNER / TENANT OCCUPANCY

A homeowner who rents or leases their unit must comply with the following:

1. An owner may not rent or lease less than the entire condominium unit, assigned parking spaces and storage facilities (if any).

2. Every rental agreement and every lease shall expressly provide that the tenant(s) are subject to the CC&Rs, the Bylaws, and the Rules & Regulations of Waverly Terrace.

3. Owners will be totally responsible for the actions and conduct of their tenants and/or occupants, and their adherence to these Rules & Regulations.

4. A tenancy is not valid until the Management Company receives a copy of the lease or rental agreement. This must be on file at least ten days prior to the proposed occupancy.
5. The lease or rental agreement must contain a clause specifying that the renter or lessee agrees to observe these Rules & Regulations.
6. The Association has created a Renter Information Form which must be filled out in its entirety and returned to the Property Manager prior to renting any unit.
7. In every case, fines assessed for any Rules violations by a renter or lessee are the responsibility of the Owner.

FINES / PENALTIES

1. Violation of any of the Rules & Regulations may result in a fine. Unless otherwise noted, the amount for any single violation will be \$50.00. However, the Board of Directors reserves the right to increase the fine amount based on the severity of the infraction.
2. Subsequent violations of the same offense will increase in increments of \$50.00 until the violation is corrected or legal action to rectify the matter is commenced against the unit owner.