

SANTA MONICA BAY TOWERS
Homeowners Association
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RULES and REGULATIONS

Dear Homeowners and Residents:

These are the SMBT Rules and Regulations; Emergency Procedures; Leasing, Parking and Vehicle Regulations; Laundry Room Rules; and other items for your guidance.

INTRODUCTION

Each owner of a condominium, the members of his/her family, and their tenants, social guests, employees, servants, and invitees shall abide by these Rules and Regulations pertaining to SMBT and the use of Common Areas, as adopted by the Board and as the same may be amended from time to time. Such Rules and Regulations shall be binding on each and every homeowner and the members of his/her family and their tenants, social guests, employees, servants, and invitees. (See CC&Rs 4.23)

ITEMS

- | | |
|------------------------------------|-----------------------------|
| 1. Access to units | 15. Nuisance |
| 2. Balconies and Patios | 16. Packages and Deliveries |
| 3. Bicycles | 17. Parking |
| 4. Carbon Monoxide Detectors | 18. Penalties |
| 5. Common Area rules | 19. Pets |
| 6. Electrical wiring and equipment | 20. Plumbing Repairs |
| 7. Emergency procedures | 21. Pool Rules |
| 8. Fire and safety | 22. Real Estate Open Houses |
| 9. Insurance | 23. Signs and notices |
| 10. Interior of unit | 24. Smoking |
| 11. Laundry | 25. Storage |
| 12. Leasing | 26. Trash and recycling |
| 13. Occupancy restrictions | 27. Utilities |
| 14. Moving | 28. Visitors and others |

Item 1. Access to units

Maintenance of the building's Fire/Life Safety System (fire alarm and sprinklers) is the responsibility of the Association. If an owner or tenant refuses entry to a unit by the Association, its agents, or

employees for the purpose of such maintenance, the owner shall be responsible for all costs and expenses occurred in connection therewith.

For security reasons, all deliveries within the building and all service personnel coming to units are **restricted to the most direct access route to that unit and not permitted to go elsewhere in the building**. Nothing can be taken from or delivered to the Penthouse or any other unit by means of other floors in the building.

See also Item 7, Emergency procedures, and Item 8, Fire and safety.

Item 2. Balconies and patios

The homeowner does not have the right, without prior written consent of the Association, to paint, alter (including without limitation the installation of any floor covering), remodel, or enclose any balcony or patio. No unsightly objects are allowed to be placed or stored on a balcony or patio (including but not limited to laundry, mops, and bicycles). The homeowner is prohibited from storing or hanging any hazardous substance or article including suspended planters or bird feeders, etc. The homeowner shall keep the area in a clean and sanitary condition. No water shall be allowed to remain on a balcony or patio, nor drip from it because of plants, nor any other problem caused by residents. The homeowner shall make sure drainage holes on the balcony are not obstructed by objects or dirt and that window and door channels are free of dirt. Nothing shall be affixed to the balcony railing. (See CC&Rs 4.03)

Barbecues and grills: No external fires are allowed on balconies, patios, or in Common Areas, including the pool area. (See CC&Rs 4.14)

Item 3. Bicycles

All bicycle traffic must be through the garage and not the elevators, lobby, or building front door. **All bicycles must be stored within the Owner's assigned parking space and not be in the path of others.** Eyelet hooks have been installed for residents who requested them at their assigned parking space. Such hooks are the only storage available for bicycles. Bicycles are stored at the bicycle owner's own risk.

Item 4. Carbon Monoxide Detectors

State law requires that all condominiums and apartments must have carbon monoxide detectors installed in each unit. **It is every homeowner's responsibility to provide and maintain carbon monoxide detectors in their unit.**

Item 5. Common Areas

- Common Areas include the entry, lobby, pool area, hallways, elevators, stairwells, parking areas, and laundry rooms. There shall be no smoking anywhere in the Common Areas.
- Pets must be kept on leashes when in Common Areas, including hallways and elevators, and are not allowed in the pool area.

- Shopping carts shall be returned to the garage after unloading. **Carts may not be left in the hallways or elevators.**
- Radio, stereo, and television volume shall be kept at such a level so as not to disturb others.
- Bottled water, newspapers, and other deliveries must not be left in the hallways.
- No homeowner shall alter the Common Areas in any way without written Board approval.

For a description of Common Areas, see CC&Rs 1.09. See also Item 2, Balconies and patios; Item 3, Bicycles; and Item 15, Nuisance; Item 25, Storage; and Item 26, Trash and recycling.

Item 6. Electrical wiring and equipment

No homeowner shall install, attach, or hang, or cause to be installed, attached, or hung, any equipment or wiring for electrical installation, television, stereo speakers, or radio transmitting or receiving antenna, machines or air conditioning units, or other like equipment or wiring in or on any portion of a Common Area or that protrudes from any balcony or patio or through any Common Area wall, floor, ceiling, window, or door, except as approved by the Board of Directors. No speakers or similar equipment may be mounted or embedded in any wall. (See CC&Rs 4.09)

Item 7. Emergency procedures

➔ See the SMBT Emergency Procedures Handbook. ⬅

- All homeowners and tenants shall file with the Doorman an Emergency Contact Form, which shall contain information regarding the names, addresses, and telephone number of doctors and/or relatives or friends who are to be called in the event of an illness or some other emergency.
- Such forms shall also include information as to where keys to the units can be obtained if the homeowner or tenant is away and an emergency such as a fire or a suspected gas or water leak necessitates entry to a unit.
- If emergency entry is required and all reasonable efforts are made to locate a key fail, the homeowner or tenant shall be responsible for the cost of hiring a locksmith and/or repair of damage to the door caused by the break-in, whether such is done by the fire department, police department, or other authorized person.
- Keys may be left with the Doorman at the desk for the resident’s convenience and at his/her own risk.

Item 8. Fire and Safety

Within each unit, responsibility for conforming to the City of Santa Monica’s fire and emergency safety codes and regulations is that of the individual homeowner and resident. The Fire Marshall also requires residents to act as Floor Wardens. Fully functioning hard-wired or battery-operated smoke detectors and automatic door closers are required in each unit. Components of the building’s Fire/Life Safety System shall not be tampered with or altered in any way.

➔ See the SMBT Emergency Procedures Handbook. ⬅

Item 9. Insurance

Liability Insurance Certificate. As stated in the CC&Rs, item 10.05, Owner Insurance:

Each Owner, and not the Association, shall have the responsibility:

- (a) To purchase at his/her sole expense, liability insurance with limits of not less than \$500,000 per occurrence; and
- (b) Each homeowner is asked to provide the Association annually a certificate of liability insurance. Please request that your insurance agency send your certificate of liability insurance to our regular mailing address at this time:

Santa Monica Bay Towers Homeowners Association
101 California Ave., Suite #104
Santa Monica, CA 90403

Have your insurance agency automatically send your certificate to SMBTHOA at your renewal date each year.

- (c) At his/her discretion, to purchase at his/her sole expense, property insurance covering the personal property, furniture, furnishings, and decorations within his/her Unit, any improvements in the Unit over and above building standard improvements, or otherwise protecting his/her Condominium.
- (d) Any event or omission of a homeowner, resident, tenant, member of the family, guest, employee, licensee, agent, or invitee that shall increase the premiums of any insurance obtained by the Association shall be assessed and charged to said homeowner.

(See CC&Rs 4.04, 10.10)

Item 10. Interior of units – remodeling

Each homeowner shall maintain the interior of his/her unit in a clean and sanitary condition and in good repair. Each homeowner shall have the exclusive right to paint, repair, or otherwise furnish and decorate the interior of his/her unit. Any structural changes, including flooring, ceiling alterations, and additionally any ceiling surface alterations other than painting, must have prior approval by the Board of Directors and must meet sound insulation regulations. (See CC&Rs 4.02)

➔ An approved SMBT Construction Agreement is required before any remodeling begins. ←

When a homeowner is considering remodeling or construction in his/her unit – including but not limited to painting, flooring, cabinetry, tile, lighting, appliances, or fixtures – he/she is asked first to discuss it with the Building Supervisor, complete the SMBT Construction Agreement, and leave ample time for the Architectural Review Committee and the Board of Directors to review the planned work.

Before beginning any work of improvement to his/her unit, a homeowner shall submit to the Architectural Review Committee and then the Board of Directors a Construction Agreement plus all plans, specifications, and a written description of the work to be performed. Committee and Board approval shall be required for any work of improvement performed with respect to a unit, including modification and plumbing and electrical work, in order to avoid any damage to transformers, circuits, pipes, Fire/Life Safety System, or other Common Area items.

All homeowners, their employees, and contractors shall indemnify, defend, and hold harmless the Santa Monica Bay Towers Homeowners Association and all other homeowners from and in respect to any liability, loss, damage, or injury arising from any such work of improvement, including claims for unpaid labor or material costs. The Board may require a reasonable damage deposit for the benefit of the Association in connection with any damage or Association work resulting from construction in the unit; the deposit is \$6,000. A non-refundable fee of \$500.00 shall be collected in connection with the Construction Agreement. The Board may require a reasonable damage deposit for the benefit of the Association to be used in connection with any damage of Association work resulting from redecorating/repair/maintenance work in the unit; the deposit is \$500. Any required check(s) shall be submitted with the relevant completed Agreement before commencing any work. Both of these checks, the signed Contractor Rules and Regulations, description of work, insurance declarations, and contractors' license shall be submitted before commencing any work.

Construction permits required by the City of Santa Monica are the responsibility of the homeowner. All such permits shall be prominently posted on the outside door of the unit where the work of improvement is being performed. All such work of improvement, including setup and cleanup, shall be performed only between the hours of 8:00 a.m. and 4:30 p.m. No work is permitted on Saturdays, Sundays, or holidays. Any contractor failing to comply with such restrictions shall be excluded from the Common Areas. **There will be a financial penalty if such work is not completed by 4:30 p.m.**

- Each day, elevator padding and floor covering provided by SMBT must be in place in the east elevator before contractors may use the elevator.
- **The west elevator may not be used for remodeling activity.**
- **The hallway flooring from the elevator to the unit being remodeled must be covered by protective masonite at all times during the remodeling hours.**
- The trash chutes shall not be used to dispose of any debris in connection with any work of improvement.
- Components of the building's Fire/Life Safety System shall not be tampered with in any way.
- In connection with any such work of improvement, no noxious, offensive, or illegal activity shall be carried on, nor shall anything be done or placed in or on any unit or in or on any portion of the Common Areas which is or may become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to any others in the use and enjoyment of their units or of the Common Areas, or in the use and enjoyment of their property.

See the **SMBT Construction Agreement and Contractor Rules and Regulations**

(See CC&Rs 4.05, 4.10)

Item 11. Laundry Room Rules

1. **USE ONLY THE MACHINES ON YOUR FLOOR, UNLESS A MACHINE IS OUT OF ORDER.** If the machine is not working, notify the Doorman immediately to assist you in finding an available machine elsewhere.
2. You **MUST** use the sign-up sheet to schedule your use of the washer and dryer (**3 hours maximum**).
3. Hours of use: 7:00 a.m. and **COMPLETED** by 10:00 p.m.

4. Do not overload the machines, but please try to use with full loads only. Use soap sparingly, according to the manufacturer's directions, to avoid overflows. Residents will be responsible for damages due to misuse of a machine.
5. Promptly remove your clothes when done, so others may use the machines without waiting.
6. **Clean the lint trap after you have used the machine.**
7. Do not remove other people's laundry from the washing machine or the dryer in the middle of the cycle.
8. DO NOT WASH or DRY RUGS, MATS, PILLOWS, OR SHOES!!
9. Always look in the pockets of clothing before putting clothing into the washing machine. Candy and gum left in pockets stick to the sides of the dryer, leaving a mess.
10. **Explain the Laundry Room Rules to your employees and tenants.**
11. If there are any problems, contact the Doorman.

Item 12. Leasing

No homeowner shall be permitted to lease his/her unit for an initial term of **less than four months**. **The property leased must include the ENTIRE UNIT and assigned parking space and storage space.**
(See CC&Rs 4.20)

Item 13. Occupancy restrictions

No owner or tenant shall occupy or use his/her unit, or permit the same or any portion thereof, to be occupied or used for any purpose other than a private family residence, except as allowed for some special business purposes.
(See CC&Rs 4.01)

There is a maximum number of residents per unit: two persons per full bathroom or three-quarters bathroom located in each unit, or two persons per bedroom located in each unit, whichever is greater. The homeowner shall notify SMBT of any change in occupancy status within 10 days of such change by completing a new Occupancy Statement. Failure to notify within 10 days will result in a fine.

Item 14. Moving in and out: Regulations and Transfer of Occupancy Fee

All move-ins and move-outs must be scheduled in advance with SMBT. All such work shall be performed only between the hours of 8:00 a.m. and 4:30 p.m. No work is permitted on Saturdays, Sundays, or holidays. Each day, elevator padding and floor covering provided by SMBT must be in place in the east elevator before such work begins. Each day, masonite floor coverings for the hallways from the elevator to the unit involved in moving must be in place the entire time. The east elevator must be reserved at least 10 days in advance for use in connection with any move-in or move-out of the building; the west elevator may not be used for this activity.

FEES The homeowner is charged a non-refundable fee of **\$500.00** when anyone moves into his/her unit. This Transfer of Occupancy fee is collected to compensate for normal wear and tear associated with moving in and out of the building as well as the time and effort required of staff and management to pad the elevator, adjust resident rosters and mailbox labels, etc. Should damage in excess of \$500.00 occur in a Common Area during a move-in or move-out, the unit's homeowner will

be assessed the amount of damage. There is no fee for moving out or for moving between units within the building. (See CC&Rs 4.26, 4.27)

KEYS Only SMBT may have copies made of building keys. Sellers are asked to transfer their unit, mailbox, and building keys, and garage remote controls, to new homeowners. Be sure to remove belongings from garage storage cabinets and closets. The fee for a new building key is \$10.00, a garage remote is \$35.00, and a new mailbox lock with two keys is \$35.00. SMBT does not retain a copy of any mailbox key.

Item 15. Nuisance

No noxious, offensive, or illegal activity shall be carried on, nor shall anything be done or placed in or on any unit or in or on any portion of the Common Areas which is or may become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to any others in the use and enjoyment of their units or of the Common Areas, or in the use and enjoyment of their property. (See CC&Rs 4.10)

See also Item 5, Common Area rules.

Item 16. Packages and Deliveries

Packages (such as UPS, FedEx, letters, and flowers) will be accepted by the Doorman and retained in the package storage area. The resident will be notified by phone or email to claim his/her parcel PROMPTLY. The Association assumes no responsibility with respect to such deliveries.

For large items, such as furniture, etc., that need to be delivered directly into a unit, the resident – or an authorized representative with written permission – must be present to accept delivery and enter the unit. Any delivery requiring direct entry into a unit will not be signed for by a Doorman.

Item 17. PARKING REGULATIONS

MOTOR COURT PARKING

The Motor Court area by the Lobby is ONLY for GUEST parking, for immediate loading for no more than 20 minutes, or for an emergency, and the Doorman has been asked to enforce the rules.

Without any further notice, residents' cars parked in the Motor Court will be towed away at the residents' expense. SMBT Staff have the obligation to enforce the rules so that this area remains available for guest parking.

- Guests may park their cars in the Motor Court at street level for a maximum of 24 hours in any 48-hour period.
- No more than eight (8) vehicles may be parked in the Motor Court at any time.
- Any guest or resident who parks in the Motor Court must immediately obtain a Guest Vehicle Pass from the Doorman and display it on the vehicle's dashboard.
- **Residents may not park in the Motor Court for more than twenty (20) minutes during the day.**

- After 9 :00 p.m., residents may park in the Motor Court IF ALL PARKING SPACES IN THE GARAGE ARE OCCUPIED. Residents' cars must be removed from the Motor Court by 8:00 a.m.
- **Employees and service personnel of Owners and residents may NOT use the Motor Court. For example, maids, babysitters, caregivers, dog walkers, repair and construction workers, painters, and carpet cleaners are prohibited from using the Motor Court.**
- Residents may want to consult the City regarding preferential parking zone permits.

GARAGE PARKING/FLOATERS/RULES

- No vehicles of non-residents may be parked in the garage. Any violation of the Parking Regulations subjects the Owner to fines and/or towing fees.
- Each unit is entitled to one (1) assigned space in the garage, except the Penthouse, which is assigned two (2) spaces, and units 304, 1405, 1107, and 1206, which have tandem parking of two spaces each. Therefore, the units with 2 spaces do not have access to the Floater spaces.
- Assigned parking spaces may be transferred between Owners if management is notified and the Board approves. Contact the Building Supervisor. No space may be transferred to a non-resident.
- Homeowners and tenants may park only in the parking space assigned to their unit. They may not park in spaces assigned to other units.
- **The maximum speed limit in the garage is five (5) miles per hour.**
- **Car headlights must be turned on while driving in the garage.**
- No recreational vehicles are allowed in the garage.
- Car washing, detailing, and maintenance are prohibited on the property.
- Cars may take up one space only and must fit within the markers.
- Use caution at the automatic gate. If you are exiting and another car is entering, give the entering car the right of way.
- Cars may not leak oil or other fluids into the garage or Motor Court.
- **No items other than vehicles and bicycles may be kept in assigned parking spaces.**
- To avoid fines and/or towing, a current SMBT parking permit tag must be displayed in any vehicle parked in a Floater space.
- Floater spaces are for the second vehicle of the resident of any unit and may be used for a **maximum of 72 hours in any Floater space.**
- The Building Supervisor is assigned a space which is NOT a Floater since he has to return for any building emergency.
- No vehicle may remain in the same Floater space for more than three (3) days or 72 hours. If you will be out of town for an extended period, see the Building GM to obtain a Floater Exemption Permit to display on your dashboard or your car will be towed.
- **Two restricted parking spots are for use by construction workers and SMBT service personnel weekdays, 8:00 a.m. to 5:00 p.m.** These are on P1, by the elevators. On evenings, weekends, and Federal holidays, these spaces are Floaters.
- Floater tags will be re-issued once per year on the first of August.

Santa Monica Bay Towers Homeowners Association is not responsible for accidents, injuries, or thefts.

Item 18. Penalties

So that we can all try to be good neighbors, these Rules and Regulations will be enforced. The Board of Directors has the right and duty to impose stiff monetary penalties for violations.

(See CC&Rs 4.25)

Item 19. Pets

No more than two dogs or two cats or one of each are permitted in a unit AT ANY TIME. No pets other than dogs, cats, fish, birds, or other household pets. The following pets are not allowed: exotic pets or livestock, reptiles, insects, or poultry. Also, pit bulls, Doberman pinschers, trained guard dogs, or other dangerous animals are not allowed. Size restriction: No dogs over 15 pounds are allowed. Pets must be on leashes when within Common Areas, including hallways and elevators, and **are not allowed in the pool area.**

(See CC&Rs 4.12)

Item 20. Plumbing repairs

- All plumbing repairs within an individual unit are the homeowner's sole responsibility. If the plumber identifies a problem as originating in an individual's unit, the homeowner of that unit will be required to reimburse the Association and/or other owners and/or residents for any plumbing charges.
- SCHEDULE at least 24 hours ahead with the Doorman anything like painters; plumbers; carpet layers; furniture delivery or removal; appliance delivery, installation, or removal—and, of course, moving in or out of building.
- All repair personnel are to check in at the front desk first.

See also Item 1, Access to units, and Item 7, Emergency procedures.

Item 21. Pool Rules

1. Pool hours are from 8:00 a.m. to 10:00 p.m. **There is no lifeguard on duty.**
2. No more than 8 people are allowed in the water at a time.
3. No diving or jumping into the pool.
4. No glass containers are allowed in the pool area. No eating or smoking.
5. Pool is for the use of homeowners and residents, not for their household employees.
6. **All guests must be accompanied by a homeowner or resident, and all children through age 14 must be supervised by adults PRESENT in the pool area.**
7. We encourage homeowners and residents to enjoy the pool area but also to be considerate of your neighbors above the pool, so keep the noise level down.
8. Please collect **ALL** personal belongings before leaving the pool area.
9. **No bare feet or wet feet or dripping water when entering the building. Robes and slippers must be worn when going to and from the pool area.**
10. Pets are not allowed in the pool area.

Item 22. Real Estate Open Houses

- There will be a limit of two (2) open houses (one for the public, one for brokers) per month per unit.
- Open Houses must be scheduled between the hours of 11:00 a.m. and 5:00 p.m.
- The real estate agent must show ID and his/her business card to enter the building.
- **Visitors to the Open House must be escorted to and from the lobby by the real estate agent.**

Item 23. Signs and Notices

No signs, notices, pamphlets, or advertisements of any kind shall be displayed to the public view from any unit.

Item 24. Smoking (This ban now includes e-cigarettes.)

In 2012, Santa Monica passed a law with smoking rules that affect all multi-unit housing units in the city. (For details, go to smconsumer.org, or call 310-458-8336.)

- ALL NEW OCCUPANCIES ARE NON-SMOKING, so people moving into Santa Monica condos and apartments after November 22, 2012, can't smoke in their units. (An updated list is kept in the SMBTHOA Office).
- SMBT (property owners) must keep the results updated as people move out and units change, and we must give the latest results to all future and prospective occupants.
- Guests and other visitors may not smoke here either. The designation applies to the unit, not any particular person.
- Can a tenant be evicted for violating this law? No, but a tenant can still be evicted IF THE LEASE PROHIBITS SMOKING.

SMBT Rules are that there shall be NO smoking (including NO e-cigarettes) anywhere in the Common Areas, including the entry, lobby, pool area, hallways, elevators, stairwells, parking areas, and laundry rooms. In addition, there is no smoking in any newly occupied unit.

Item 25. Storage

No storage is permitted anywhere in the Common Areas, including the garage parking spaces, with the exception of:

- Association pre-approved cabinets, and
- The assigned storage spaces in the storage closets on levels P2 and P3.
- Items left in the storage cabinets and in the P2 and P3 storage spaces shall be at the resident's own risk and should be labeled or boxed as to owner identification.
- Obtain from the Doorman the combination to access the P2 or P3 storage areas assigned to you.
- All items must be stored in the resident's assigned section. In the P2 and P3 storage rooms all items must be placed directly on the wooden planks. **NO ITEMS MAY BE PLACED DIRECTLY ON THE CONCRETE FLOOR OR THEY WILL BE DISPOSED OF AND THE OWNER WILL BE FINED.**
- **NON-APPROVED ITEMS IN THE PARKING AREA, HALLWAYS, POOL AREA, AND OTHER COMMON AREAS WILL BE DISPOSED OF AND THE OWNER FINED.**

Item 26. Trash and recycling

Trash chutes shall be used only between 7:00 a.m. and 10:00 p.m. All trash must be securely tied in plastic bags before being placed in the chutes. Do not place large objects in trash chutes because the chutes may become clogged. Large objects shall be carried directly to the appropriate trash bins in the alley or in the trash room on the first floor.

- No hazardous materials may be placed in trash chutes or bins, including batteries, electronics, and paint. Use the small battery container near the SMBTHOA office. Please refer to the City of Santa Monica's directives for both recycling and hazardous waste.
- Residents may take recycling any day to the appropriate bins in the garage, and a household battery recycling container is in the Mail Room.

Item 27. Utilities

Water, electricity, gas, basic TV, trash, and recycling services are funded by homeowners' monthly assessments. Green activities, energy efficient appliances, and daily conservation efforts benefit everyone. Please see the City of Santa Monica's Environmental Directory, visit www.smepd.org, or call 310-458-2213 for further information.

Item 28. Visitors and others

All visitors, invitees, employees, repair and delivery personnel, and contractors **MUST** sign in at the lobby desk and shall be announced by the Doorman. No guests shall interfere with the comfortable use of Common Areas by others.



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See also Item 7, Emergency procedures, and Item 8, Fire and safety.

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Barbecues and grills: No external fires are allowed on balconies, patios, or in Common Areas, including the pool area. (See CC&Rs 4.14)

Item 3. Bicycles

All bicycle traffic must be through the garage and not the elevators, lobby, or building front door. **All bicycles must be stored within the Owner's assigned parking space and not be in the path of others.** Eyelet hooks have been installed for residents who requested them at their assigned parking space. Such hooks are the only storage available for bicycles. Bicycles are stored at the bicycle owner's own risk.

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Item 7. Emergency procedures

➔ See the SMBT Emergency Procedures Handbook. ⬅

- All homeowners and tenants shall file with the Doorman an Emergency Contact Form, which shall contain information regarding the names, addresses, and telephone number of doctors and/or relatives or friends who are to be called in the event of an illness or some other emergency.
- Such forms shall also include information as to where keys to the units can be obtained if the homeowner or tenant is away and an emergency such as a fire or a suspected gas or water leak necessitates entry to a unit.
- If emergency entry is required and all reasonable efforts are made to locate a key fail, the homeowner or tenant shall be responsible for the cost of hiring a locksmith and/or repair of damage to the door caused by the break-in, whether such is done by the fire department, police department, or other authorized person.
- Keys may be left with the Doorman at the desk for the resident's convenience and at his/her own risk.

Item 8. Fire and Safety

Within each unit, responsibility for conforming to the City of Santa Monica's fire and emergency safety codes and regulations is that of the individual homeowner and resident. The Fire Marshall also requires residents to act as Floor Wardens. Fully functioning hard-wired or battery-operated smoke detectors and automatic door closers are required in each unit. Components of the building's Fire/Life Safety System shall not be tampered with or altered in any way.

➔ See the SMBT Emergency Procedures Handbook. ⬅

Item 9. Insurance

Liability Insurance Certificate. As stated in the CC&Rs, item 10.05, Owner Insurance:

Each Owner, and not the Association, shall have the responsibility:

- (a) To purchase at his/her sole expense, liability insurance with limits of not less than \$500,000 per occurrence; and
- (b) Each homeowner is asked to provide the Association annually a certificate of liability insurance. Please request that your insurance agency send your certificate of liability insurance to our regular mailing address at this time:

Santa Monica Bay Towers Homeowners Association
101 California Ave., Suite #104
Santa Monica, CA 90403

Have your insurance agency automatically send your certificate to SMBTHOA at your renewal date each year.

- (c) At his/her discretion, to purchase at his/her sole expense, property insurance covering the personal property, furniture, furnishings, and decorations within his/her Unit, any improvements in the Unit over and above building standard improvements, or otherwise protecting his/her Condominium.
- (d) Any event or omission of a homeowner, resident, tenant, member of the family, guest, employee, licensee, agent, or invitee that shall increase the premiums of any insurance obtained by the Association shall be assessed and charged to said homeowner.

(See CC&Rs 4.04, 10.10)

Item 10. Interior of units – remodeling

Each homeowner shall maintain the interior of his/her unit in a clean and sanitary condition and in good repair. Each homeowner shall have the exclusive right to paint, repair, or otherwise furnish and decorate the interior of his/her unit. Any structural changes, including flooring, ceiling alterations, and additionally any ceiling surface alterations other than painting, must have prior approval by the Board of Directors and must meet sound insulation regulations. (See CC&Rs 4.02)

➔ An approved SMBT Construction Agreement is required before any remodeling begins. ←

When a homeowner is considering remodeling or construction in his/her unit – including but not limited to painting, flooring, cabinetry, tile, lighting, appliances, or fixtures – he/she is asked first to discuss it with the Building Supervisor, complete the SMBT Construction Agreement, and leave ample time for the Architectural Review Committee and the Board of Directors to review the planned work.

Before beginning any work of improvement to his/her unit, a homeowner shall submit to the Architectural Review Committee and then the Board of Directors a Construction Agreement plus all plans, specifications, and a written description of the work to be performed. Committee and Board approval shall be required for any work of improvement performed with respect to a unit, including modification and plumbing and electrical work, in order to avoid any damage to transformers, circuits, pipes, Fire/Life Safety System, or other Common Area items.

All homeowners, their employees, and contractors shall indemnify, defend, and hold harmless the Santa Monica Bay Towers Homeowners Association and all other homeowners from and in respect to any liability, loss, damage, or injury arising from any such work of improvement, including claims for unpaid labor or material costs. The Board may require a reasonable damage deposit for the benefit of the Association in connection with any damage or Association work resulting from construction in the unit; the deposit is \$6,000. A non-refundable fee of \$500.00 shall be collected in connection with the Construction Agreement. The Board may require a reasonable damage deposit for the benefit of the Association to be used in connection with any damage of Association work resulting from redecorating/repair/maintenance work in the unit; the deposit is \$500. Any required check(s) shall be submitted with the relevant completed Agreement before commencing any work. Both of these checks, the signed Contractor Rules and Regulations, description of work, insurance declarations, and contractors' license shall be submitted before commencing any work.

Construction permits required by the City of Santa Monica are the responsibility of the homeowner. All such permits shall be prominently posted on the outside door of the unit where the work of improvement is being performed. All such work of improvement, including setup and cleanup, shall be performed only between the hours of 8:00 a.m. and 4:30 p.m. No work is permitted on Saturdays, Sundays, or holidays. Any contractor failing to comply with such restrictions shall be excluded from the Common Areas. **There will be a financial penalty if such work is not completed by 4:30 p.m.**

- Each day, elevator padding and floor covering provided by SMBT must be in place in the east elevator before contractors may use the elevator.
- **The west elevator may not be used for remodeling activity.**
- **The hallway flooring from the elevator to the unit being remodeled must be covered by protective masonite at all times during the remodeling hours.**
- The trash chutes shall not be used to dispose of any debris in connection with any work of improvement.
- Components of the building's Fire/Life Safety System shall not be tampered with in any way.
- In connection with any such work of improvement, no noxious, offensive, or illegal activity shall be carried on, nor shall anything be done or placed in or on any unit or in or on any portion of the Common Areas which is or may become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to any others in the use and enjoyment of their units or of the Common Areas, or in the use and enjoyment of their property.

See the **SMBT Construction Agreement and Contractor Rules and Regulations**

(See CC&Rs 4.05, 4.10)

Item 11. Laundry Room Rules

1. **USE ONLY THE MACHINES ON YOUR FLOOR, UNLESS A MACHINE IS OUT OF ORDER.** If the machine is not working, notify the Doorman immediately to assist you in finding an available machine elsewhere.
2. You **MUST** use the sign-up sheet to schedule your use of the washer and dryer (**3 hours maximum**).
3. Hours of use: 7:00 a.m. and **COMPLETED** by 10:00 p.m.

4. Do not overload the machines, but please try to use with full loads only. Use soap sparingly, according to the manufacturer's directions, to avoid overflows. Residents will be responsible for damages due to misuse of a machine.
5. Promptly remove your clothes when done, so others may use the machines without waiting.
6. **Clean the lint trap after you have used the machine.**
7. Do not remove other people's laundry from the washing machine or the dryer in the middle of the cycle.
8. DO NOT WASH or DRY RUGS, MATS, PILLOWS, OR SHOES!!
9. Always look in the pockets of clothing before putting clothing into the washing machine. Candy and gum left in pockets stick to the sides of the dryer, leaving a mess.
10. **Explain the Laundry Room Rules to your employees and tenants.**
11. If there are any problems, contact the Doorman.

Item 12. Leasing

No homeowner shall be permitted to lease his/her unit for an initial term of **less than four months**. **The property leased must include the ENTIRE UNIT and assigned parking space and storage space.**
(See CC&Rs 4.20)

Item 13. Occupancy restrictions

No owner or tenant shall occupy or use his/her unit, or permit the same or any portion thereof, to be occupied or used for any purpose other than a private family residence, except as allowed for some special business purposes.
(See CC&Rs 4.01)

There is a maximum number of residents per unit: two persons per full bathroom or three-quarters bathroom located in each unit, or two persons per bedroom located in each unit, whichever is greater. The homeowner shall notify SMBT of any change in occupancy status within 10 days of such change by completing a new Occupancy Statement. Failure to notify within 10 days will result in a fine.

Item 14. Moving in and out: Regulations and Transfer of Occupancy Fee

All move-ins and move-outs must be scheduled in advance with SMBT. All such work shall be performed only between the hours of 8:00 a.m. and 4:30 p.m. No work is permitted on Saturdays, Sundays, or holidays. Each day, elevator padding and floor covering provided by SMBT must be in place in the east elevator before such work begins. Each day, masonite floor coverings for the hallways from the elevator to the unit involved in moving must be in place the entire time. The east elevator must be reserved at least 10 days in advance for use in connection with any move-in or move-out of the building; the west elevator may not be used for this activity.

FEES The homeowner is charged a non-refundable fee of **\$500.00** when anyone moves into his/her unit. This Transfer of Occupancy fee is collected to compensate for normal wear and tear associated with moving in and out of the building as well as the time and effort required of staff and management to pad the elevator, adjust resident rosters and mailbox labels, etc. Should damage in excess of \$500.00 occur in a Common Area during a move-in or move-out, the unit's homeowner will

be assessed the amount of damage. There is no fee for moving out or for moving between units within the building. (See CC&Rs 4.26, 4.27)

KEYS Only SMBT may have copies made of building keys. Sellers are asked to transfer their unit, mailbox, and building keys, and garage remote controls, to new homeowners. Be sure to remove belongings from garage storage cabinets and closets. The fee for a new building key is \$10.00, a garage remote is \$35.00, and a new mailbox lock with two keys is \$35.00. SMBT does not retain a copy of any mailbox key.

Item 15. Nuisance

No noxious, offensive, or illegal activity shall be carried on, nor shall anything be done or placed in or on any unit or in or on any portion of the Common Areas which is or may become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to any others in the use and enjoyment of their units or of the Common Areas, or in the use and enjoyment of their property. (See CC&Rs 4.10)

See also Item 5, Common Area rules.

Item 16. Packages and Deliveries

Packages (such as UPS, FedEx, letters, and flowers) will be accepted by the Doorman and retained in the package storage area. The resident will be notified by phone or email to claim his/her parcel PROMPTLY. The Association assumes no responsibility with respect to such deliveries.

For large items, such as furniture, etc., that need to be delivered directly into a unit, the resident – or an authorized representative with written permission – must be present to accept delivery and enter the unit. Any delivery requiring direct entry into a unit will not be signed for by a Doorman.

Item 17. PARKING REGULATIONS

MOTOR COURT PARKING

The Motor Court area by the Lobby is ONLY for GUEST parking, for immediate loading for no more than 20 minutes, or for an emergency, and the Doorman has been asked to enforce the rules.

Without any further notice, residents' cars parked in the Motor Court will be towed away at the residents' expense. SMBT Staff have the obligation to enforce the rules so that this area remains available for guest parking.

- Guests may park their cars in the Motor Court at street level for a maximum of 24 hours in any 48-hour period.
- No more than eight (8) vehicles may be parked in the Motor Court at any time.
- Any guest or resident who parks in the Motor Court must immediately obtain a Guest Vehicle Pass from the Doorman and display it on the vehicle's dashboard.
- **Residents may not park in the Motor Court for more than twenty (20) minutes during the day.**

- After 9 :00 p.m., residents may park in the Motor Court IF ALL PARKING SPACES IN THE GARAGE ARE OCCUPIED. Residents' cars must be removed from the Motor Court by 8:00 a.m.
- **Employees and service personnel of Owners and residents may NOT use the Motor Court. For example, maids, babysitters, caregivers, dog walkers, repair and construction workers, painters, and carpet cleaners are prohibited from using the Motor Court.**
- Residents may want to consult the City regarding preferential parking zone permits.

GARAGE PARKING/FLOATERS/RULES

- No vehicles of non-residents may be parked in the garage. Any violation of the Parking Regulations subjects the Owner to fines and/or towing fees.
- Each unit is entitled to one (1) assigned space in the garage, except the Penthouse, which is assigned two (2) spaces, and units 304, 1405, 1107, and 1206, which have tandem parking of two spaces each. Therefore, the units with 2 spaces do not have access to the Floater spaces.
- Assigned parking spaces may be transferred between Owners if management is notified and the Board approves. Contact the Building Supervisor. No space may be transferred to a non-resident.
- Homeowners and tenants may park only in the parking space assigned to their unit. They may not park in spaces assigned to other units.
- **The maximum speed limit in the garage is five (5) miles per hour.**
- **Car headlights must be turned on while driving in the garage.**
- No recreational vehicles are allowed in the garage.
- Car washing, detailing, and maintenance are prohibited on the property.
- Cars may take up one space only and must fit within the markers.
- Use caution at the automatic gate. If you are exiting and another car is entering, give the entering car the right of way.
- Cars may not leak oil or other fluids into the garage or Motor Court.
- **No items other than vehicles and bicycles may be kept in assigned parking spaces.**
- To avoid fines and/or towing, a current SMBT parking permit tag must be displayed in any vehicle parked in a Floater space.
- Floater spaces are for the second vehicle of the resident of any unit and may be used for a **maximum of 72 hours in any Floater space.**
- The Building Supervisor is assigned a space which is NOT a Floater since he has to return for any building emergency.
- No vehicle may remain in the same Floater space for more than three (3) days or 72 hours. If you will be out of town for an extended period, see the Building GM to obtain a Floater Exemption Permit to display on your dashboard or your car will be towed.
- **Two restricted parking spots are for use by construction workers and SMBT service personnel weekdays, 8:00 a.m. to 5:00 p.m.** These are on P1, by the elevators. On evenings, weekends, and Federal holidays, these spaces are Floaters.
- Floater tags will be re-issued once per year on the first of August.

Santa Monica Bay Towers Homeowners Association is not responsible for accidents, injuries, or thefts.

Item 18. Penalties

So that we can all try to be good neighbors, these Rules and Regulations will be enforced. The Board of Directors has the right and duty to impose stiff monetary penalties for violations.

(See CC&Rs 4.25)

Item 19. Pets

No more than two dogs or two cats or one of each are permitted in a unit AT ANY TIME. No pets other than dogs, cats, fish, birds, or other household pets. The following pets are not allowed: exotic pets or livestock, reptiles, insects, or poultry. Also, pit bulls, Doberman pinschers, trained guard dogs, or other dangerous animals are not allowed. Size restriction: No dogs over 15 pounds are allowed. Pets must be on leashes when within Common Areas, including hallways and elevators, and **are not allowed in the pool area.**

(See CC&Rs 4.12)

Item 20. Plumbing repairs

- All plumbing repairs within an individual unit are the homeowner's sole responsibility. If the plumber identifies a problem as originating in an individual's unit, the homeowner of that unit will be required to reimburse the Association and/or other owners and/or residents for any plumbing charges.
- SCHEDULE at least 24 hours ahead with the Doorman anything like painters; plumbers; carpet layers; furniture delivery or removal; appliance delivery, installation, or removal—and, of course, moving in or out of building.
- All repair personnel are to check in at the front desk first.

See also Item 1, Access to units, and Item 7, Emergency procedures.

Item 21. Pool Rules

1. Pool hours are from 8:00 a.m. to 10:00 p.m. **There is no lifeguard on duty.**
2. No more than 8 people are allowed in the water at a time.
3. No diving or jumping into the pool.
4. No glass containers are allowed in the pool area. No eating or smoking.
5. Pool is for the use of homeowners and residents, not for their household employees.
6. **All guests must be accompanied by a homeowner or resident, and all children through age 14 must be supervised by adults PRESENT in the pool area.**
7. We encourage homeowners and residents to enjoy the pool area but also to be considerate of your neighbors above the pool, so keep the noise level down.
8. Please collect **ALL** personal belongings before leaving the pool area.
9. **No bare feet or wet feet or dripping water when entering the building. Robes and slippers must be worn when going to and from the pool area.**
10. Pets are not allowed in the pool area.

Item 22. Real Estate Open Houses

- There will be a limit of two (2) open houses (one for the public, one for brokers) per month per unit.
- Open Houses must be scheduled between the hours of 11:00 a.m. and 5:00 p.m.
- The real estate agent must show ID and his/her business card to enter the building.
- **Visitors to the Open House must be escorted to and from the lobby by the real estate agent.**

Item 23. Signs and Notices

No signs, notices, pamphlets, or advertisements of any kind shall be displayed to the public view from any unit.

Item 24. Smoking (This ban now includes e-cigarettes.)

In 2012, Santa Monica passed a law with smoking rules that affect all multi-unit housing units in the city. (For details, go to smconsumer.org, or call 310-458-8336.)

- ALL NEW OCCUPANCIES ARE NON-SMOKING, so people moving into Santa Monica condos and apartments after November 22, 2012, can't smoke in their units. (An updated list is kept in the SMBTHOA Office).
- SMBT (property owners) must keep the results updated as people move out and units change, and we must give the latest results to all future and prospective occupants.
- Guests and other visitors may not smoke here either. The designation applies to the unit, not any particular person.
- Can a tenant be evicted for violating this law? No, but a tenant can still be evicted IF THE LEASE PROHIBITS SMOKING.

SMBT Rules are that there shall be NO smoking (including NO e-cigarettes) anywhere in the Common Areas, including the entry, lobby, pool area, hallways, elevators, stairwells, parking areas, and laundry rooms. In addition, there is no smoking in any newly occupied unit.

Item 25. Storage

No storage is permitted anywhere in the Common Areas, including the garage parking spaces, with the exception of:

- Association pre-approved cabinets, and
- The assigned storage spaces in the storage closets on levels P2 and P3.
- Items left in the storage cabinets and in the P2 and P3 storage spaces shall be at the resident's own risk and should be labeled or boxed as to owner identification.
- Obtain from the Doorman the combination to access the P2 or P3 storage areas assigned to you.
- All items must be stored in the resident's assigned section. In the P2 and P3 storage rooms all items must be placed directly on the wooden planks. **NO ITEMS MAY BE PLACED DIRECTLY ON THE CONCRETE FLOOR OR THEY WILL BE DISPOSED OF AND THE OWNER WILL BE FINED.**
- **NON-APPROVED ITEMS IN THE PARKING AREA, HALLWAYS, POOL AREA, AND OTHER COMMON AREAS WILL BE DISPOSED OF AND THE OWNER FINED.**

Item 26. Trash and recycling

Trash chutes shall be used only between 7:00 a.m. and 10:00 p.m. All trash must be securely tied in plastic bags before being placed in the chutes. Do not place large objects in trash chutes because the chutes may become clogged. Large objects shall be carried directly to the appropriate trash bins in the alley or in the trash room on the first floor.

- No hazardous materials may be placed in trash chutes or bins, including batteries, electronics, and paint. Use the small battery container near the SMBTHOA office. Please refer to the City of Santa Monica's directives for both recycling and hazardous waste.
- Residents may take recycling any day to the appropriate bins in the garage, and a household battery recycling container is in the Mail Room.

Item 27. Utilities

Water, electricity, gas, basic TV, trash, and recycling services are funded by homeowners' monthly assessments. Green activities, energy efficient appliances, and daily conservation efforts benefit everyone. Please see the City of Santa Monica's Environmental Directory, visit www.smepd.org, or call 310-458-2213 for further information.

Item 28. Visitors and others

All visitors, invitees, employees, repair and delivery personnel, and contractors **MUST** sign in at the lobby desk and shall be announced by the Doorman. No guests shall interfere with the comfortable use of Common Areas by others.

