

LAGUNA DEL MAR CONDOMINIUMS

GUIDANCE FOR HOMEOWNERS AND RESIDENTS



RULES & REGULATIONS

Revised: 2004 AGM.

LAGUNA DEL MAR ASSOCIATION, INCORPORATED

TABLE OF CONTENTS

DEFINITIONS	2-3
COURTESY RULES	3
SECURITY	4
COMMON AREAS	4-5
EXCLUSIVE USE COMMON AREAS	5
LAUNDRY	6
GARAGES	6-7
PETS	7-8
TRASH/GARBAGE	8-9
STORAGE ROOM	9
PLANTS	9
UTILITIES	9
PLUMBING	10
MOVING IN AND OUT	10-11
POSTING SIGNS	11
REMODELING	12-13
ENFORCEMENT AND FINES	13-15
BOARD OF DIRECTORS MEETINGS	16
PLUMBING POLICY	17-19
FIRE SAFETY	20
ELEVATOR SAFETY	20-21
EARTHQUAKE SAFETY (includes Utilities Shut Off info)	21-22
WAIVER AND INDEMNITY	23

DEFINITIONS

1. **HOMEOWNER:** The person or persons holding recorded title to the unit.
2. **ASSOCIATION:** The Laguna Del Mar Homeowners Association (LDM) made up of all owners of condominium units within the building.
3. **RESIDENT:** Anyone residing in the unit on a permanent basis.
4. **TENANT:** Anyone renting or residing in the Homeowner's unit.
5. **GUEST:** Anyone visiting a unit, including service personnel hired by the Resident, and delivery personnel.
6. **MANAGER:** The Management Company or their representative under contract with the Association for the management of the business aspects of the Association and the maintenance of the building.
7. **COMMON AREA:** Lobby, passageways, stairwells, garages, roof, railings, elevators, interior courtyard, entranceway, landscape areas, laundry and storage rooms. All areas of the property with the exception of the interior of individual units and exclusive use areas.
8. **EXCLUSIVE USE COMMON AREA:** Decks, Balconies and Parking Spaces.
9. **CC&Rs:** The Declaration of Covenants, Conditions and Restrictions which govern the residents and the use of physical property.
10. **BOARD OF DIRECTORS (or BOARD OF GOVERNORS or THE BOARD):**

Five members (or spouse of member), which elect a president, secretary, and treasurer of the Homeowners' Association.
11. **RULES AND REGULATIONS:** Clarifications provided to assist compliance with the CC&R's.

12. REMODELING: More than treatment to the inner walls, ceilings, floors, windows, and doors.
13. ENFORCEMENT POLICY: The process to correct violations of the Association's governing documents.
14. FINE POLICY: The payment levels and schedule as provided by the CC&R's.

COURTESY RULES

COURTESY RULES ARE TO BE OBSERVED BY ALL RESIDENTS AND GUESTS

1. Stereos, radios, televisions, parties, etc. shall be kept at a level that will not annoy or disturb any other resident, especially after 10:00 PM, and prior to 8:00 AM.
2. Common areas, including garages, are not to be used for bicycling, skateboarding, running, ball playing or other similar activities.
3. Guest and Visitors, including children, should be cautioned not to run, yell, or play in the lobby, passageway, stairways, courtyard, garage areas, or elevator.

PLEASE ALSO NOTE "COMMON AREAS" AND "PETS"

SECURITY

1. Do not leave any doors that lead to the outside ajar or propped open, even for brief periods of time.
2. Two keys to all exterior building doors will be issued to each unit without charge. Additional keys are available only through the Management Company.
3. Do not give out keys to common areas.
4. It is the responsibility of all residents to protect our home by keeping doors locked and secured. Admission to the building should be granted only to those whom you know, and any stranger or suspicious individuals should be challenged and/or denied entry.
5. No solicitation is allowed in the building. Please do not give solicitors access to the building.
6. Take a few moments to allow the garage gate to close behind your car (especially late at night or during heavy summer traffic) in order to prevent unauthorized persons from entering the garages.
7. The doors to storage rooms are to be closed and locked at all times. Check the door when leaving, turn off all lights, and make sure the deadbolt is secured.
8. Residents and/or Management Company have the authority to do any of the following when security has been breached:
 - A. Obtain names and addresses of intruders or suspicious persons;
 - B. Remove the persons from the LDM premises;
 - C. Call upon law enforcement agency for assistance;
 - D. Call upon residents for assistance.

COMMON AREAS

1. Common areas are not for private gatherings.
2. Do not leave clutter etc. in any common area including stairwells, parking areas, passageways, or on decks and balconies that might detract from the general appearance of the building or restrict traffic flow.

3. No satellite dish may be installed in or on any common area.
4. Return shopping carts to garages. Don't leave them in elevator, walkways, or other common areas. Don't leave trash or personal items in carts.
5. There is a "**NO SMOKING**" rule in all common areas. Please do not smoke cigarettes, cigars or pipes in any common area including garages, elevator, courtyard, stairways or passageways.
6. No one shall deface any portion of the common area in any way. All exterior walls, floors and ceilings throughout the building are common area elements.
7. Owners will be responsible for their tenants, residents, guests and workmen. Any damage to the common area and subsequent repairs will be paid by the owner.
8. Tenants and residents are obligated to adhere to all house rules and regulations. Owners will be advised of the tenant or resident infractions and will ultimately be responsible for their actions or infractions.
9. Do not attempt to make any alterations to any common area, including the outdoor planters. You can make the Board aware of your concerns.
10. Climbing onto or otherwise accessing any roof area is prohibited except when specifically authorized by the Board, or LDM Management Company.

EXCLUSIVE USE COMMON AREAS

1. Balconies and Decks are not to be used for storage areas, drying laundry, or posting of commercial signs, or advertising devices. Satellite Dishes, flags etc. must conform to current Civil Code, and must not pose a threat to public health or safety.
2. No owner or any other person shall make any holes, changes, or otherwise alter whatsoever the exterior of any unit **without first obtaining written permission from the Board.**
3. No plants, pots or other materials shall be placed on balcony railings. This could be a hazard in the case of an earthquake or strong winds.

The Homeowners Association is responsible for maintenance and repairs to common areas (including deck and balcony handrails).

Homeowners are responsible for upkeep and repair/replacement of doors and windows. **All replacements must have prior written approval of the Board.**

LAUNDRY

1. As a courtesy to neighbors laundry room equipment, including washers and dryers installed within units, shall only be used between the hours of 8.00 AM and 10 PM.
2. Laundry Room Equipment shall only be used as instructed by the notices on the machines and the walls.
3. The Laundry room shall only be used for resident's personal laundry. Only during the machine cycles when residents laundry is being washed, or dried, may the resident leave linen baskets and laundry suppliers in the Laundry room. Please wipe any spillage from washers, remove lint from dryer filters and ensure the sink is left clean after use.
4. As a courtesy to other residents it is important that you are prompt in removing your laundry at the end of the machine cycle. Any laundry, article or object, left in the laundry room without appropriate attention, shall be removed and will be subject to disposal.
5. The Laundry room is not to be used for washing, rinsing or drying of drop sheets, decorating brushes, rollers or any other articles. Only appropriate laundry supplies are permitted and no other form of chemicals, solvents or liquids may be used or be present. In the laundry room.

In the event of any problem with Laundry equipment, please call Consolidated Lauco 800 262 1327 and report the problem details. Please also inform LDM's Management Company of your action.

GARAGES

1. Assigned parking spaces inside garages are intended **ONLY** for the use of parking automobiles, boats, boat trailers, and bicycles.
2. It is strictly against the rules to store flammable materials, such as gasoline, paint, acid, etc. in the garages. **This policy is enforced annually by the Los Angeles Fire Department.**
3. Park in your designated space only. Use of assigned parking spaces by vehicles not registered to that parking space is prohibited except as

expressly permitted by the assigned owner, residents or tenants. Unauthorized vehicles are subject to tow-away at the vehicle owner's expense without warning or notice.

4. Only residents or the resident's guests are permitted to park in the residents designated parking space.
5. Under no conditions are vehicles to park in any other space or entrance way. This is in violation of fire safety rules. Any vehicle found parked incorrectly will be towed without warning.
6. Cars entering the garage have the right-of-way over cars leaving the area. Please be courteous to other residents.
7. **Avoid causing injury** by using caution when opening the garage gates from your car. **Do NOT press your opener until you can clearly see the gate** and you are certain that no one is entering or leaving via the walk-through door.
8. Avoid racing car engines and blowing horns in the garages and on the driveway.
9. In order to minimize fumes in the garages, do not run car engines longer than absolutely necessary and do not cover airflow vents located in the garage walls.
10. **Residents are expected to maintain their cars so there are no pools of oil on the floor.** Oil pans may be used under the car. Owners must keep the oil pans clean. If necessary, the Board will buy a pan and assess the owner. **CARDBOARD BOXES, KITTY LITTER, SAND, ETC. ARE NOT ACCEPTABLE FOR CATCHING CAR OIL.**
11. Residents are urged to remove unused and unsightly cars, boats, boat trailers, and bicycles from garages. Unused but well-maintained cars are acceptable for parking in the vehicle owner's assigned parking space.
12. Parking or storing boats, kayaks, canoes, bicycles, or any other object, etc. in any parking space is strictly at the owner's risk and expense. Such objects are to be kept within the vehicle owner's parking space and are not to project out into common areas or into another owner's parking space.

PETS

1. Dogs, cats or other household pets may be kept within a unit. The homeowner shall be liable for any and all damage to any portion of a common area caused by their own, their resident, their tenants, or their guests, pet(s). Pets shall be appropriately controlled at all times by the owner, to prevent a nuisance situation occurring.
2. No animals shall be kept, groomed, or fed in any common area of the building, including garages courtyard, hallways, passageways, or landscape areas. No pets shall be allowed to drink from or enter the courtyard fountain.
3. Anyone feeding pets or stray animals in the common areas will be fined as provided by the Association's fine policy.
4. Traps will be set by the Association on a random basis. Any animal caught will be removed from the property and taken to a local shelter.
5. All pets shall be on a leash when outside of the owners unit and appropriately kept under the control of their owner, or a responsible adult, to ensure the safety of all other homeowners, guests, or pets.
6. Pet defecation in any common areas must be removed immediately by the owner/person attending to the pet. Owners shall keep their pets clean to prevent dirt, or foul odor, being present in any common area.
7. No animal of any kind shall be raised, bred or kept in any unit for commercial purposes.
8. Guests who bring pets into the building must follow all rules pertaining to pets. The homeowner shall be responsible for informing their guest of the rules and will be held liable for any violation caused by their guest's pet(s).

TRASH/GARBAGE

1. WRAP ALL TRASH BEFORE DEPOSITING IN TRASH CONTAINER. All trash must be placed in the trash container; no trash shall be placed on the floor or outside the trash room. (the trash removal company is only responsible for what is properly put in trash containers)

2. Do not attempt to cram boxes or large items into the trash container. A second container is provided for paper and cardboard (junk mail, cereal boxes, cardboard boxes, packing material, etc.). All boxes should be broken down before being placed in this container.
3. Be sure all cigarettes or burned flammable material is thoroughly extinguished before depositing in the trash.

STORAGE ROOMS

1. Place all personal items within your storage locker and leave the floor space clear.
2. **DO NOT STORE FLAMMABLE MATERIALS SUCH AS GASOLINE, PAINT, ACID, ETC., IN THE STORAGE ROOM.**
3. Adjust the lights timer switch to 10 minutes when exiting the storage room. To avoid damage, the light switch should not be turned "backwards" beyond the 10 minute position.
4. Make sure the storage room door is closed and the deadbolt is locked when leaving the storage room area.
5. Use of any storage facilities is subject to the Association Waiver and Indemnity Agreement.

PLANTS

1. No plants, pots or other material may be placed on deck, or balcony railings. These could be a hazard e.g. in case of an earthquake or strong winds. (See "Exclusive Use Common Area")

UTILITIES

The Association provides 1. Water, HOT water, sewage service, garbage collection, and natural gas. Each resident is urged to keep usage of water, hot water and gas within reasonable limits. The gas supplied by the HOA is provided to one gas fire within each unit and under no circumstances is this supply to be used for any other purpose.

2. Any leaking faucet or running toilet must be repaired as soon as possible to prevent high water charges and risk of mold growths. (See "Plumbing Policy")

PLUMBING

1. Report any pipe leak or water leak within your unit, or in the common areas, to the Management Company immediately.
2. Do not flush any bulky materials (sanitary napkins, disposable diapers, tampons, dental floss, construction materials, rags, etc.) or facial tissue, dental floss, or paper towels down the toilets.
3. When using the kitchen sink disposal, insure a good volume of water is run down the line and that the material is ground thoroughly.

MOVING IN AND OUT

1. The Management Company must be notified at least one week in advance that a move will take place and given the exact date.
2. Any fee due will be collected at the time of the close of escrow from owners.
3. The unit owner must post a notice on the bulletin board in the mailroom informing other residents of a move in or out (either by themselves or by a tenant). The notice must include the day and approximate time of the move. The notice will be posted at least 48 hours in advance.
4. The hours for moving in or out are:
Monday through Friday 8:00 AM to 5:00 PM
5. All items moved must be taken in or out via the elevator or entranceways at the front of the building. The Unit owner is responsible for ensuring that the elevator pads are in place and will be held accountable for any damage or losses to common use property. Pads are in the Janitor's room, next to the Laundry room. No plant pots or other HOA property shall be used to hold doors open. No items will be moved over the sides of balconies. The roof, balconies, decks, and emergency exits at the back of the building shall not be used as access to any unit during moving.

6. The elevator door cannot be propped open. Propping open the door will result in damage to the elevator.
7. Movers shall be instructed by the unit owner how to open the garage or front door. The stairwell door at the front of the building shall not be blocked or tied open in any way.
8. The elevator, lobby, stairwells and other common areas shall be kept as neat as possible during a move. Drop cloths shall be put down when necessary to protect common areas.
9. Repair of damage to any common area during a move in or out is the responsibility of the moving party.

POSTING SIGNS

1. "For Sale", "For Rent", or "For Lease" signs will ONLY be placed at the side street corners of the building. The Board's written acceptance will be required prior to any sign being placed. No sign shall be attached to the building, or entrances, or to the LDM name board.
2. No signs, advertising For Sale, Rent or Lease will be placed in the windows, or on decks, or balconies of units. No signs will be placed in any window, or on decks, or balconies of any unit for any commercial reason.
3. The "For Sale", "For Rent", etc. signs are to be purchased by the owner of the unit which is offered for sale, rent or lease, and are not the responsibility of the Association.
4. Sign placement work will be performed between the hours of 8:00 AM and Sunset.
5. The elevator Notice Board is only for use by the Association, or Property Management Company, to provide information to homeowners and tenants.
6. Homeowners may post notices for a short period of time on the Mailroom Notice Board ONLY (not on walls), no third party materials may be posted in the building without the Association Board approval.

REMODELING

1. Exterior alterations, additions, or replacements, including, but not limited to decks, balconies, windows, doors, floors, etc. are prohibited without written approval of the Board. The Board reserves the right to make final determinations on what is considered an alteration or addition.
2. Appropriate permits for any work performed must be obtained from the City of Los Angeles with a copy sent to the Board.
3. Interior alterations including, but not limited to load bearing walls, foundations, etc. are prohibited unless all necessary permits from the City of Los Angeles are obtained, followed by written approval of the Board. No common space (i.e., walls, ceilings, floors) will be invaded during remodeling.
4. More than treatment to the inner surfaces of walls, ceilings, floors, windows, and doors bounding homeowner's own unit, requires the prior approval of the Association Board.
5. Homeowners must be informed of the remodeling schedule at least one week before the work is to commence, by notification being posted on the bulletin board in the mailroom.
6. Work will only be performed between the hours of 8:00 AM and 6:00 PM Mondays through Saturdays only.
7. All work must be performed within the unit being remodeled if at all possible.
8. Work done outside the unit being remodeled must be done within the garage parking spaces assigned to that unit. When work is being performed in the garage, the area must be kept as neat as possible and not overlap onto other parking spaces or other common areas. Any work that is likely to generate excessive amounts of dust or dirt should be done outside of the garage area. (Homeowners are asked to contact the Management Company or a Board Member for designation of an appropriate work site, providing a minimum notice of five days.)
9. When work must be performed in the garage or common areas and common electrical outlets are used, the use of electricity will be kept at a minimum.

10. The lobby, elevator, stairwells and common walkways must be kept neat. Drop cloths must be placed when necessary and removed at the end of each day.
11. If there is any damage to the lobby, elevator, stairwells or other common areas, the owner of the unit being remodeled will be held responsible for the cost and repair of these areas.
12. Twenty-four hour advance notice is required for all water shut-offs. Notices defining the time of the shut-off should be placed in the elevator and on the mailroom notice board. The Management Company must also be informed by telephone. If water is to be shut off with short notice, the Management Company must first be consulted, and with their agreement the Unit owner, or their representative, must then notify all residents individually, in person or by phone. The water shall never be switched off for longer than two hours without the Boards written permission.

ENFORCEMENT AND FINES

ENFORCEMENT PROCESS.

Recognizing the need for a reasonable means of encouraging compliance with the Laguna Del Mar Association Incorporated governing documents, the following procedure shall be followed.

1. All notices and grievances by any owner or resident of Laguna Del Mar Association, Incorporated must be submitted to the Board or Management Company in writing.
2. The Board will determine the validity of the claim or violation in accordance with Laguna Del Mar Association, Inc.'s governing documents and the California Civil Code.
3. Upon arriving at a decision regarding the claim or violation, the Board will notify the person accused of the violation, in writing, of the violation and instruct the person to correct the violation. The owner or resident must cease and desist in the violation immediately after notification and shall remedy the damage caused by the violation. Should the owner or resident not cease and desist in the violation the following action will be taken.
 - a. The accused person will be invited, in writing, to attend a meeting, providing a minimum of ten (10) days advance notice. The accused person may address the Board at this meeting and has the right to request the meeting be held in executive session. In the event the

accused does not attend the meeting, the Board shall move to the next stage as identified in 3 (b) below.

- b. The Board will reconsider its decision and notify the person accused of any disciplinary action in writing within fifteen (15) days following the meeting. The Board shall levy fines, assessments, and cost for damage of property, in accordance with Laguna Del Mar Association, Inc.'s governing documents and the California Civil Code. The Schedule of Fines is detailed in Laguna Del Mar Association, Inc.'s Fine Policy. The Board may use legal services to consider and implement this stage.
- c. Any fine or special assessment levied by the Board may be appealed by the owner so fined or assessed by giving written notice to the President or Secretary of the Board of Directors of the Association within five (5) days following the imposition of such fine or assessment. The appeal shall be reviewed at a special meeting for all members of the Laguna Del Mar Association, Incorporated as provided in the governing documents. The accused will be permitted to show cause why such a charge should not be levied or why privileges should not be suspended. The members shall review the Board of Director's decision and vote.

Final Stage: The Board of Directors may, in accordance with applicable law, implement appropriate legal action and may suspend the member's voting rights as provided in Laguna del Mar Association, Inc.'s governing documents.

Any judgment rendered upon the accused person in such legal action may include interest; attorneys' fees and all other costs as provided in the Laguna Del Mar Association, Incorporated governing documents and California law.

FINES

The Association's Fine Policy will be used in conjunction and during the Enforcement process.

1. A warning will be issued confirming a date for resolution of the problem.
2. Failure to resolve the problem a \$50 fine may be levied 21 days after the initial letter.
3. If failure to resolve continues a \$50 fine may be levied 14 days thereafter.
4. Without resolution of problem a \$50 fine may be levied every 10 days thereafter.

The above schedule shall not be construed as a requirement, nor to replace or prevent the Associations from taking the following actions:

FINES (continued)

Legal and Court action may be taken at any time following the initial letter. Any judgment rendered in such legal action may include interest; attorneys' fees and all other costs as provided in the Laguna Del Mar Association, Incorporated governing documents and California Civil Code.

Delinquency Policy: The non-payment of monthly assessments, or any special assessment shall be processed according to the Laguna Del Mar Association, Incorporated governing documents and California Civil Code. At any time within 90 days of default of payment a lien may be recorded against the owner's property.

Disclosure: Along with all other documents delivered on behalf of an owner to escrow, the association will provide a copy or a summary of any notice previously sent to the owner, that sets forth any alleged violation of the governing documents that remains unresolved at the time of the request. The notice shall not be deemed a waiver of the association's right to enforce the governing documents against the owner or the prospective purchaser of the separate interest with respect to any violation. This paragraph shall not be construed to require the association to inspect an owner's separate interest.

BOARD OF DIRECTORS MEETINGS

1. The usual purpose of the meetings will be for the Board Members to review projects and procedural matters, vote on actions to be taken, and review the financial situation of the Association. Major strategic issues, economic matters, and elections will be covered at the Annual HOA Meeting and specifically called meetings of the total membership per CC&R and Association governing documents.
2. Meetings will be held on an as-needed basis, determined by the Board, at least once per calendar quarter, but preferably monthly.
3. Regular Board meetings are open to all HOA members. Members shall provide 48 hours notice to the Board of their intent to attend (this allows the Board to ensure that a suitable size meeting venue is available), and any item the member wishes to be placed on the meeting agenda.
4. Whenever practical, meetings will be held in the evenings, to make them easier for attendance by homeowners.
5. Notice of Board meetings will be posted on the bulletin board in the mailroom as soon as agreed by the Board. For non-resident owners, the notice of the meetings will be available in the minutes of the last meeting.
6. If possible, an agenda of the Board meeting and any known discussion items will be posted. HOA members may suggest agenda items to any Board Member.
7. Minutes of each meeting will be distributed by the Management Company, or via email from the Board, within thirty days after the meeting. The minutes will be considered in "draft" form until **approved by the Board at the next Board** meeting.

PLUMBING RESPONSIBILITY POLICY

1. WATER LINES (INCOMING PIPES)

The Association is responsible for the incoming lines (sinks, toilets, dishwasher) up to the point where the incoming line meets a shut-off valve in the interior of an individual unit. The Association is responsible for the tub (or shower) pipes up to the point where the line meets the tub (or shower) shut-off valve or shower hook-up. The Association is not responsible for the shut-off valves or pipes connecting the shut-off valve to the faucets, water spigots, shower hook-ups, etc.

The sinks, toilets, shower/tub and dishwasher should all have shut-off valves prior to the hook-up to the appliance or faucet. The Homeowner on any incoming line should install a shut-off valve.

The individual Homeowner is responsible for the incoming lines from the shut-off valve and including the shut-off valve inward. This responsibility includes repair, replacement, and maintenance of the lines and all appliances, fixtures, etc. inside the unit. The Homeowner is responsible for the pipes connecting the shut-off valve to the faucets, water spigots, shower hook-up, etc.

2. DRAIN/SEWER LINES (OUTGOING PIPES)

Homeowner Lines (outgoing)

The Homeowner is responsible for the maintenance, repair and replacement of the outgoing lines from the fixture to the point it meets the common area pipe. The Homeowner is responsible for the actual connection to the common area pipe. The Homeowner is responsible for the "P-trap" under the tub or shower, the tub overflow drain and the seals for these devices.

Main Sewer Lines

The Association is responsible for the maintenance, repair and replacement of the main sewer lines (horizontal lines running in the garages and/or ground to the city sewer line).

Vertical Lines

Vertical lines connect the Homeowner's plumbing to the sewer line. These vertical lines may serve one or more homeowners. The Association is responsible for normal repair and replacement of the vertical lines, which are beyond the Homeowner's control. In some cases, the Homeowner may be responsible for the repair of backups/clogs in the vertical lines if it is determined by the plumbing expert that the Homeowner has caused the backup/clog. Maintenance and repairs include freeing the lines of backups and clogs.

3. **SEWER/DRAIN LINE BACKUP PROCEDURE**

The Homeowner has two courses of action should a backup or clog occur:

- A. The Homeowner can notify the Management Company. Service will be arranged and the Homeowner will be billed if it should be determined that the Homeowner is responsible for the backup.
- B. The Homeowner can contact a plumber or roofer company and pay for service.

The Association will rely on the guidelines of this policy together with the written opinion of a licensed plumber regarding the nature and location of the backup. Note: It is customary to clear a backup through to the main line.

4. **WATER DAMAGE**

The Homeowner is responsible for any and all water damage, including damage to the common area or another unit caused by any plumbing for which the Homeowner has the responsibility to repair or maintain. This includes, but is not limited to, damage arising from leaking faucets, drains, dishwashers, washers, dryers, showers/tubs, icemakers, etc. Homeowners must report water damage within 24 hours, without this notice the Association cannot be held responsible for any resulting mold, as the Association did not have an opportunity to eliminate the water damage before it became a mold problem.

5. **UNAUTHORIZED MODIFICATIONS**

Homeowners are not permitted to modify the common area plumbing without obtaining prior approval of the Board and obtaining necessary City Permits. The common area plumbing is external to the individual condominium unit. The Homeowner is responsible for any and all repairs resulting from unauthorized modifications to the common area plumbing. The Homeowner may also be responsible to return any unauthorized plumbing to its original condition.

6. **DAMAGE TO COMMON AREA PLUMBING**

The Homeowner is financially responsible for any damage caused to the common area plumbing by willful action, neglect or accident. The Homeowner is also responsible for the actions of their guests, tenants, residents, family, hired workers, etc. Accidental damage is considered negligence; this shall include passing chemicals into the plumbing system for any reason. Clogs and backups in the exit lines are considered damage. This supersedes any and all of the above guidelines.

7. RECOMMENDED MAINTENANCE FOR THE HOMEOWNER

The following is suggested maintenance for the Homeowner. It is not the only maintenance required. Following these recommendations does not relieve the Homeowner of any responsibility defined above.

- A. Look for leaks in any pipes, including pinhole leaks. Have any leaks repaired immediately.
- B. Check for leaks in faucets. Correct leaky faucets as soon as they are noted.
- C. Anytime plumbing work is performed, make sure to check for tightness of all pipes, pipe joints, disposals, and tub/shower fittings, drain fittings, etc.
- D. When repairing/replacing toilets, tighten the bolts holding the toilet to ensure the wax seal is tight.
- E. Leaks may not be visible until the unit below shows water stains on the ceiling.

SPECIAL NOTE:

It is the responsibility of the individual Homeowner to maintain and repair their water lines/plumbing fixtures as defined within the Plumbing Responsibility Policy. Homeowners who do not make timely repairs will be financially responsible for damage that occurs in their units as well as the damage to the common use area and other units that their neglect affects.

FIRE SAFETY

Detectors:

1. Heat and smoke detectors should be tested on a regular basis. The bell system throughout the building **DOES NOT NOTIFY THE FIRE DEPARTMENT!!!** Should you hear alarm bells:
 - A. Check to see if you can see where the fire is and call the Fire Department (911). Do not assume that someone else has called. It is better to have several reports than none at all.
 - B. Exit the building from the stairwell furthest from the fire.
DO NOT USE THE ELEVATOR IN THE EVENT OF A FIRE.

Fire Hoses and Alarm Boxes:

These are checked annually by the Fire Department.

Smoke Detectors:

1. It is recommended that a smoke detector be installed outside of every sleeping area.
2. Smoke detectors should be U.L. approved and have the seal of approval of the State Fire Marshall. Batteries should be replaced approximately every six months.

Escape Planning:

1. In case of a fire, **call the Fire Department (911)**. Do not assume that someone else may have already called.
2. All members of your household should know of the method of escape you have decided to use if there is a fire in your unit or in the building and the regular pedestrian access to your unit is blocked. Make a specific plan and practice the procedure.
3. Where units have only one exit, the Fire Department suggests purchasing a rope ladder, a safety ladder, or making a knotted rope from which to descend from a window in your unit. Be sure all your family members know where such a ladder is stored and how to attach it to a window or balcony if necessary.

ELEVATOR SAFETY

1. If you find yourself stuck in the elevator, **DO NOT PANIC**. There should be plenty of air in the elevator and shaft.

2. Push alarm button to let others inside the building know you are stuck in the elevator.
3. When persons outside the elevator hear the alarm, they should contact the Management Company **IMMEDIATELY**. A 24-hour emergency service is available, for this type of emergency only contact the Elevator Service Provider. (see notice board in the elevator or mail room for contact information)
4. The Fire Department can also be called, especially if there is any delay in reaching the elevator company or management company.
5. Assure the person trapped in the elevator, that you have heard them and have contacted help.

EARTHQUAKE SAFETY

SEE THE FRONT OF YOUR PHONE BOOK. THE RED CROSS AND CITY AND COUNTY AGENCIES ALSO HAVE INFORMATION REGARDING EARTHQUAKE SAFETY.

Preparing for an emergency can help you to stay calm and safe.

DURING AND AFTER AN EARTHQUAKE REMAIN CALM.

CHECK FOR INJURIES:

If anyone has stopped breathing, give mouth-to-mouth resuscitation. Stop any bleeding injury by applying direct pressure over the site of the wound. Do not attempt to move seriously injured persons unless they are in immediate danger of further injury. Cover injured persons with blankets to keep them warm. Be reassuring and calm.

TELEPHONE USE IN EMERGENCIES:

Make only emergency calls. Do not call 911 or the police for general information about an earthquake. If there is damage to your telephone equipment or wiring or to telephone facilities, it may not be possible for you to make a call. If you do not hear a dial tone right away, stay on the line. Because of high call volume, it could take a minute or longer to get a dial tone. If you get an "all circuits are busy" signal or recording, hang up and try your call again later. Such blocking by the phone company prevents overloading the network by allowing some calls to complete and diverting others to recordings.

Often it is easier to place a call out of the disaster area, so it is a good idea to ask a relative or friend who lives outside the disaster area to act as

a "clearinghouse" for information about you and your family. This could help reduce the amount of calling into and out of the disaster area and keep the network clear for emergency calls. Have a plan for reuniting your family that does not involve using the telephone. If you have children, make sure you know the school's emergency plans and its policies regarding dismissal following an earthquake.

CHECK FOR DAMAGE:

Always use caution and wear sturdy shoes and gloves in areas near debris and broken glass. Check your home for fire or fire hazards. Check utility line and appliances for damage. Do not search for gas leaks with a match or operate electrical switches. If you suspect a gas leak, contact a Board Member. Shut off electrical power at the control box if there is any damage to your house wiring. Do not touch downed power lines or objects touched by downed power lines, or electrical wiring of any kind. Immediately clean up spilled medicines, drugs or other potentially harmful materials. Check sewage lines for cracks before using toilet. Check the chimney and house walls for damage. Check closets and cupboards. Open doors cautiously. Beware of objects falling off shelves.

ELECTRICITY SHUT OFF:

Circuit breakers are located in the Boiler room and also in the Common storage area in the small room to the right on entering the area. Check with a Board Member before shutting off any circuit breakers.

GAS SHUT OFF:

The gas meters are located outside of the building, at ground level, to the left of the South Garage entrance. These meters are fitted with automatic shut off valves, which are activated by earthquake tremors. The shut-off valves also have an extension that allows a wrench to be used to close the valve. Following an earthquake, the valves shall only be re-opened by the Gas Company or the Fire Department, who will conduct a safety inspection to ensure it is safe to reconnect the service.

It is recommended that an emergency service be called when the smell of gas is present and all persons should move away from the affected area.

WATER SHUT OFF:

The Main Water supply to the building and it's shut off valve/lever is located in the North Garage by the air-vent facing Pacific Ave. (This should only be shut off in a full building EMERGENCY.) There are other valves that can be used to stop the water supply to specific individual condos.

WAIVER AND INDEMNITY AGREEMENT

This Laguna del Mar Association, Incorporated (the "Association") Waiver and Indemnity (this "Waiver") shall be a pre-requisite for use of the common area for storage by all members, on behalf of themselves, their family and any tenants, guests, and invitees desiring to store items in the common area now available at the Laguna del Mar Condominiums or to become available in the future. Execution of this Waiver is not and shall not be construed as replacing or superseding any rules enacted by the Board of the Association for the use of the common area for storage.

The Member agree(s) as follows:

1. Pre-Conditions for Storage. As a condition of storing any item, the member accepts complete responsibility and liability for ensuring that the materials and items being stored meet the requirements of the Los Angeles County Fire department.
2. Waiver and Release. The member hereby, for himself/herself/themselves, his/her/their family, tenants, guests and invitees, expressly, absolutely and forever discharges, waives and releases, to the fullest extent permitted by law, the Association, and its affiliates, officers, employees, agents, representatives, owners, members, successors and assigns (collectively, "the Released Parties") of and from any and all losses, injuries, damages, claims, costs, liabilities, expenses, actions, and causes of action, of every nature, character and description whatsoever, whether foreseen or unforeseen, including, without limitation, personal injury, property damage, property loss, and wrongful death (collectively, "Claims"), which the member may now have or may in the future have against the Released Parties, arising out of, related to, or in connection with the member's, his/her/their family's and/or his/her/their tenants', guests' and invitees' storage or use of the common area for storage at the Laguna del Mar Condominiums.
3. Assumption of Risk. The member understand(s) that his/her/their use of the common area for storage at the Laguna del Mar Condominiums is at his/her/their own risk. The member understands and acknowledges these risks and dangers. The member assumes and accepts all risks associated with or related to the use of the common area for storage by the member, his/her/their family and any tenants, guests and invitees of the member and/or any Claim as described above resulting therefrom.
4. Indemnification. The member agrees to indemnify, defend and hold the Association harmless from and against all Claims, including, without limitation, reasonable attorneys' fees and costs, directly or indirectly arising out of or attributable to, in whole or in part, the undersigned's and/or his/her/their family's and/or his/her/their tenants', guests' and invitees' use of the common area for storage at the Laguna del Mar Condominiums.
5. Rules and Regulations. The member agrees that all his/her/their family and/or tenants, guests and invitees of the member shall be bound by and shall comply with all Rules and Regulations governing the Laguna del Mar Condominiums.
6. Acceptance. The member acknowledges that he/she, their family and any tenants, guests, and invitees when storing items in the common area, is fully aware of the legal consequences of this Waiver, and their acceptance of the above provisions.

Laguna Del Mar Association, Inc. - December 2003