



## TOY WAREHOUSE HOMEOWNERS ASSOCIATION

# Rules and Regulations

As of: January, 2021

### Supplemental House Rules and Regulations (Owners & Renters)

These Rules and Regulations build upon and further explain the Toy Warehouse Lofts Declaration of Covenants, Conditions and Restrictions and Grant and Reservation of Easements (CC&Rs). Owners and residents are expected to abide by the rules and regulations contained within the CC&Rs, the By-laws, and these duly adopted Supplemental House Rules and Regulations. The Board of Directors may from time to time update or amend these rules in accordance with the CC&Rs and By-laws.

Courtesy and good neighborly conduct are intended to enhance everyone's living experience at the Toy Warehouse Lofts. Landlords should note that the HOA has no direct agreements with tenants. Therefore, all tenant issues will be addressed through the unit owner and tenant complaints must be directed to the unit owner. Any direct interaction between the HOA or the management company and tenants should be considered an informal courtesy.

To submit repairs, complaints, and concerns and report building emergencies: Owners should contact the management company — see email and 'phone contact information on the HOA website: [www.toywarehouselofts.net](http://www.toywarehouselofts.net).

Tenants should contact their landlords. The HOA board members may not be disturbed with uninvited calls or visits, as, like all residents, those who volunteer to be board members are legally entitled to the quiet enjoyment of their premises.

#### **Building Security and Maintenance**

All residents are responsible for building maintenance and security. All doors and gates to the building must be kept closed and locked at all times. Movers and tradespeople must keep doors locked unless a responsible person is minding the door. The garage gate will remain closed except during vehicle loading or unloading while the resident is present. Owners and residents shall lock the back alley door and gate when using the dumpster.

No "Piggy Backing" into the building: Toy Warehouse Lofts does not have a concierge or resident manager to monitor the lobby or parking entrance. The building has been broken into several times by intruders sneaking in behind residents at the front door and at the garage gate.

The privacy and security of the building is a significant part of its value. Therefore, no guests or workers will be admitted without using the callbox.

It is the responsibility of all residents to respect the property's condition and cooperate in building maintenance. Loft owners shall report items in disrepair or needing custodial attention in or around the building to the property management company or a Board member. Tenants should bring maintenance matters to the attention of their landlord, who will then report them to the management company.

Owners are responsible for the conduct of their tenants, children, guests and service personnel and will incur fines and the cost attributed to any property damage or rule violations they may cause.

The main door entry system has two types of codes. Each resident is issued a personal code by the code czar. These codes are not to be given out to visitors, service people or agents. Service workers and delivery personnel are similarly issued specific four-digit codes that have an active period appropriate to their schedule. This system localizes the disruption in the case any code becomes compromised and minimizes missed deliveries or appointments. Any codes found having been improperly distributed will be cancelled immediately.

New residents should request personal codes and any vendor codes needed for their service workers as soon as possible. Codes of previous residents will be cancelled upon moving out. The alley door and gate have only one code that is changed periodically. Residents should exercise care in passing those codes to outsiders as we have far less protection for the South-West entrance.

### **Trash**

Residents must ensure that all common areas in and around the building are kept clean and trash free. Any refuse found on the premises should be deposited in an appropriate trash bin or dumpster.

All trash receptacles in the building, including the large dumpster in the alley, are intended for the disposal of normal household refuse. Owners and residents shall not use the dumpster for discarding hazardous materials or large items such as furniture, mattresses, appliances, etc., and shall not place items outside the bin or anywhere on or around the property or on the neighborhood streets. It is the responsibility of the owner or resident to arrange for the removal of any such item.

All trash deposited through the trash chute should be securely bagged and sealed and should fit easily into the chute opening. Owners and residents shall not force boxes or large items into the trash chute as such items may jam the chute. Boxes must be carried down to the dumpster and flattened to minimize volume. The owner whose unit is associated with a clog will be assessed the service fee charged by the outside chute maintenance contractor.

Owners and residents shall not place boxes or trash around the dumpster. The garbage collection contractors will not remove these items. Owners and residents shall not use the trash chute between the hours of 11 p.m. and 7 a.m.. They should not place trash in the trash closets or

outside their unit for any length of time, both as a courtesy to other owners and to avoid making work more difficult for the cleaning crew.

### **Smoking**

No smoking of any kind or duration is allowed in the elevator by city ordinance. Smoking materials shall not be discarded in the landscaping, garage, or anywhere else on the property. Ashtrays should not be left in the common areas. All owners and residents are responsible for proper disposal of the smoking materials of their guests.

### **Quiet Hours**

As a courtesy to all residents, residents and guests shall observe quiet hours throughout the common areas from 11 p.m. to 8 a.m. on Sunday through Thursday night, and 12 midnight to 10 a.m. on Friday and Saturday nights. Residents shall refrain from generating loud noises from within units during designated quiet hours. Please refer to move in/out section for special quiet time rules.

Residents and their guests must refrain from loud or boisterous conduct that might disturb the peace of their neighbors, particularly when passing through the common areas. Stereos, televisions, and musical instruments shall be played at considerate sound levels. Residents are responsible for disturbances created by their guests. Nuisance noise is defined in the CC&R's as any noise that can be heard in another unit or in the common areas.

### **Parking**

Residents and guests are required to park in the assigned, designated areas only. Parking anywhere else in the garage will result in removal of the vehicle at the owner's expense. Parking spaces are to be used exclusively for parking passenger vehicles. Commercial trucks with more than two axles, recreation vehicles, campers, trailers, boats or any such vehicles may overload the ramps and are not allowed on the property. Guests are requested to use their host's assigned parking spaces when available.

Parking slots shall not be used for storage of personal belongings or discarded items. All stored items must be contained within the storage cages. Items in parking spaces may be removed and held by management for 60 days and disposed of if not collected. Vehicle repairs, maintenance work, and car washing are not allowed on the complex premises.

Guest parking spaces are reserved for temporary use and shall not be used by anyone other than guests. In this context, a guest is a visiting friend or relative visiting for less than 30 days, a repair person, contractor, estimator, real estate professional, tax preparer, medical professional, or others performing short-term personal services. Business associates and employees (regular or contract) of residents or their businesses are NOT considered guests and may be towed from guest parking. Residents are NOT allowed to use guest parking for their own vehicles. Any guest requiring use of a parking space for more than two consecutive days or off and on for more than 30 days shall obtain permission for extended use from the HOA Board. If authorization is not

received and/or a parking identification card is not displayed, the guest's car may be subject to towing. Hosts (either owner or tenant) must inform their guests to ensure that the garage door is closed after entering and upon exit.

Of particular concern is the maintenance parking space closest to the entry gate. This space is reserved for maintenance and repair-person's vehicles and contractors performing or quoting work on the building or for the building management company. Other guest's or resident's vehicles will be towed from this space.

In order to enforce these long-standing parking rules, the HOA Board has adopted a system whereby each unit is supplied with two laminated parking identification cards. All guests must display the identification card on the dashboard with the associated unit number plainly visible. Landlords are responsible for supplying the cards to their tenants as well as for informing them of these rules. Lost cards can be replaced for a \$25 fee. Photo copies of cards or notes are not acceptable substitutes. Vehicles parked in guest spots without the proper ID card will be subject to towing at the vehicle owners expense. Additionally, the associated unit owner will be subject to a \$50 assessment to cover processing with the towing contractor. The ID card is not a license to park, its purpose is to identify who's guests are using guest parking.

The restrictions and contact information for the towing contractor are clearly posted in each guest parking space. The vehicle owner is responsible for all towing charges and must make the appropriate arrangements with the contractor to retrieve the vehicle once it has been removed.

The Board realizes that parking in Downtown has become increasingly difficult, and has implemented a procedure whereby a resident needing parking for some extraordinary reason may request, in advance, a waiver from these rules.

### **Pets**

Keeping of animals or pets shall comply with the CC&Rs and applicable municipal ordinances as posted in the bulletin board area. All owners, tenants, and guests are required to clean up after their animals. Renters may be prohibited from having pets, according to their lease agreements.

Specific pet provisions:

- (a) No bird, reptile or animal of any kind shall be raised, bred or kept in any Unit or in the Common Area, except dogs, cats or other domestic household pets which don't exceed 60 pounds in weight may be kept in a Unit provided the animals are are not kept, bred or raised for commercial purposes and are kept under reasonable control at all times. The combined number of pets kept in a Unit shall not exceed two (2).
- (b) Any animal that constitutes a nuisance as described herein or that bothers or annoys other owners or residents (e.g., excessively barking dogs or chirping birds) may not be kept on the Property or in a Unit.
- (c) Dogs may only enter the Common Area(s) while on a leash which is held by a person capable of controlling it.
- (d) Owners are responsible for and must prevent their pets or those of their tenants or guests from soiling the Common Area(s), and are solely responsible for any required clean-up.

(e) The Board shall determine whether specific pets are a nuisance and should be removed from the Property.

(f) The Board shall have the authority to adopt rules and regulations consistent with these provisions, including a fine schedule to be imposed.

### **Businesses within Residential Condos**

The building is permitted under the Artist In Residence ordinance enacted to allow artists and creative persons with similar professional needs to live in their work spaces.

It is, therefore, well within the intent of the project and the law that residents' creative and business activities be supported to the extent that the other residents are not unduly disturbed. Businesses shall comply with the noise and hours restrictions of these rules. Further, the CC&Rs require that the business owner must be the primary unit resident and must comply with applicable local and state regulations including any required licensing, inspection, or certification. **Businesses not associated with residence are strictly prohibited.**

All residents planning to operate a business, conduct creative activities, or change work-related activities within a unit shall submit a request for approval. This is not intended to apply to residents bringing home routine office work or other similar activities ancillary to their businesses located elsewhere.

Businesses that are unlikely to be approved are those not in compliance with applicable regulations, those using any sort of objectionable processes or emitting loud noises, any regular on-site food or beverage service, businesses employing more than two persons, businesses requiring frequent client traffic and loading or having substantial on-going parking requirements, those renting or sub-letting on a short-term basis including Airbnb or film location rental, and those likely to increase community maintenance or trash disposal needs.

### **Atrium Use**

The Atrium is the common access for units on the second level and is made available to all residents and guests as common-use space pursuant to the rules. No portion of the Atrium is designated for exclusive or private use. The landscaping and furniture in the Atrium are property of the Association and are managed by the Board and its designated managers. It is essential for the Atrium to be free from clutter so that it can be readily maintained. Plants in small containers, plants that shed debris, or plants in unstable planters are all potential issues for cleaning the atrium and keeping the drains open.

Furniture or decorative items that impede passing through the atrium or complicate maintenance will not be permitted under any circumstances. Doors may not be decorated except for holiday decorations between Thanksgiving and January 5. Any decorations may not damage or permanently mark doors. All proposed additions to the Atrium must be approved by the appointed managers or the Board in order to determine consistency with the Atrium plan and maintenance requirements.

Barbecuing in the Atrium is specifically prohibited.

The Atrium is not a general workspace and is not intended to be used for material storage or on-going activities and projects.

Bicycles, skateboards, scooters and other transport vehicles may not be used in the atrium, catwalk, halls, elevator or lobby. They may be carried or wheeled by hand. No wheeled vehicles over 75 pounds (with or without load), motorized or otherwise, may be used without providing floor protection. Movers and repair personnel must protect floors when bringing in heavy objects. Wheeled luggage and light weight carts as well as authorized wheelchairs are permitted.

### **Move-In/Out**

Toy Warehouse Lofts does not have an on-site manager and, therefore, no one is available to supervise or assist with move in/out. In the past this has resulted in damage to the common areas, compromised security and conflicting scheduling.

Moving in or out must be done by a licensed, bonded moving company. Full information including liability insurance binder must be filed with Prime Management no later than 72 hours before move. Moves must be schedule with the management company (not an individual board member) at least 4 business days in advance.

Moving must take place between 8 AM and 5 PM Monday through Saturday - no moves may be scheduled Sundays or holidays. Moves must be completed by 5 PM on the date scheduled. Doors to the front lobby and alley must be kept closed and locked at all times. They may not be propped open unless an employee of the licensed moving company or the owner of the unit is available full time to attend the door.

Elevator floor and walls must be fully protected. Movers shall take appropriate steps to prevent damage to walls, floors and hallways.

There is a fee of \$300.00 for move in and \$300.00 for move out. This does not included any possible charges for damages. The move-in/out fee is an assessment against the unit and is due and payable at the time of the move.

All move in/out rules and fees apply to staging companies and other major loading as determined by the board for owners and residents (for construction, for example). Landlords are responsible for damage, fees and for tenant's or vendors compliance with the move in/out rules.

Although there is no "move in/out" charge for construction loading, the Architectural Review Committee may recommend a security deposit for board approval, depending on the nature and scope of the project.

Repairing damage to the common areas from any source including moving or construction is the responsibility of the Association. Owners or their contractors are not to undertake repairs on their own. Damage will be repaired by HOA contractors and billed to the responsible owners. Failure to follow moving/loading rules will result in a \$500.00 fine assessed to the owner.

### **Marketing a Condominium Unit**

Consistent with the CC&Rs, owners will ensure that real estate agents shall not display any sign in public view on or from any portion of the building without the approval of the board in writing. Signs displayed from within the unit shall comply with requirements in the CC&R.

Owners and agents shall follow all building security rules while marketing a unit. Lease terms shall be at least thirty (30) days, all forms of shorter-term rental or sublease including Airbnb and similar non-traditional leases are strictly prohibited by the CC&R. The following shall supercede the CC&R until such time as the CC&R is updated.

Pursuant to Civil Code Section 4741, any provision in the Association's current set of governing documents which establishes a minimum rental term which is greater than 30 days in length or an owner-occupied period of time shall be deemed invalid, unenforceable and stricken from the governing document. This shall include but not be limited to Article III, Section 3.01(b)(2) of the Declaration of Covenants, Conditions and Restrictions, which the Association shall not prospectively enforce.

All leases or rental agreements shall be in writing and be subject to the Declaration, Bylaws and House Rules. Lease documents shall require that tenants uphold these rules and the provisions of the operating documents. The building manager must be provided a complete copy of the lease or rental agreement prior to allowing a tenant or occupant to move in. The names and contact information for all residents shall be listed in the document. It is the owner's responsibility to provide tenants with copies of all pertinent documentation including these rules.

Landlords shall include in a written lease with any tenant the requirement that such tenant is required to obtain and provide written proof of Renter's Insurance. Such Renter's Insurance liability coverage shall name the Association as an additional insured. Landlords are required to provide to the Association written proof of tenant's Renter's Insurance policy as well as written proof of Landlord's Owner's Insurance as described in the Association's operative CC&R's at Article II, Section 2.08. Proof must be provided a minimum of 5 days in advance of occupancy. The Renter's Insurance policy shall cover any relevant Unit fixtures or improvements, personal property or potential liability occurring within a Unit that is not covered by the owners insurance. The policy must contain a waiver of subrogation rights by the carrier as to other Owners, the Association, Declarant and any Institutional Mortgagee of the Owner's Unit.

Tenant shall not obtain any insurance that potentially may cause a reduction in the Association's insurance proceeds. If a tenant violates this provision, the Owner shall be liable to the Association for any reduction in the Association's insurance proceeds.

An Owner shall promptly notify the Association of any substantial improvement

### **Meetings**

Board elections and budget review are conducted at the annual HOA meeting which all members are encouraged to attend. All condominium owners are additionally requested to attend the quarterly HOA general meetings. Board meetings are open to all owners by state law and will be noticed accordingly.

### **Roof Access**

Owners and contractors shall not access the roof without prior permission from the

Board. Tenants shall not access the roof for any reason. Owners will be assessed fines for tenant violations should their tenants be found using the roof. Roof alarm keys are supplied to owners for maintenance access and shall not be distributed to tenants. The HOA insurance does not cover tenants being on the roof and any damage to the roof caused by tenants or guests will be assessed to the unit owner.

### **Architectural Review**

ALL construction work must be reported to the board, including major painting projects, interior building etc. This is to minimize conflict with elevator use, trash, parking, etc.

The CC&R requires the Board to preserve the structural and mechanical integrity of the complex as well as maintain aesthetic standards, protect the Association from increased maintenance risk, and minimize undue interference to daily activities. To that end, all significant renovation projects must receive Board approval prior to the start of work. To oversee these responsibilities and maintain the architectural integrity of the complex, the board may appoint an Architectural Review Committee (ARC); if no such committee has been constituted, the Board will act as the committee.

The Committee shall consist of at least two association members serving at the pleasure of the Board. Individuals wishing to join the committee may submit a request to the Board. A Board or ARC member shall recuse him/herself from the review process for his/her own projects.

The Architectural Committee shall review plans for renovation, alteration, or modification of common or separate interests by owners and shall apply the guidelines stated below in addition to exercising their good-faith judgment as to the best interests of the community. The Committee has the authority to request any plans, descriptions, and specifications that it may deem necessary to evaluate a particular request. The ARC shall meet with the requesting party within thirty (30) days of receiving a written request.

If the committee requests additional plans, specifications, or other descriptive material, the owner shall provide these documents in a timely manner. The Committee may also request additional meetings. The Committee shall respond with a decision in writing to the owner within thirty (30) days of the initial meeting or of receipt of all requested additional input, whichever is later, unless the technical nature of the request requires outside expert opinion in which case the ARC shall respond within sixty (60) days. The requesting owner shall make the unit available for inspection by the ARC, the Board, or retained experts on 24 hour's notice. Delays in providing requested meetings, documentation or inspection shall delay the decision deadline by an equal time.

ARC meetings where decisions are taken will be noticed at least two (2) days in advance. Meetings may be conducted by video or telephone conference as long as all parties are able to participate and can hear each other.

In accord with State Law, an owner may request reconsideration of an ARC decision at the next Board meeting unless the Board has acted as the Committee making the initial decision. Owners

must submit requests in writing. Requests should include at least the supporting documentation listed below. Documentation for more extensive renovations will need to include significantly more detail.

While it always a good idea to inform the Board and neighbors of any significant planned work, board approval is not required for standard repairs, replacement of fixtures with similar fixtures, painting, refinishing, and similar superficial alterations, or construction of screen partitions or free-standing storage units that do not impact sprinkler coverage when located strictly within the unit separate area. Owners should check with the ARC or the Board if in doubt.

Each case is considered individually; the differences among the units make precedent an unreliable guide. While there is no comprehensive way to cover all factors that could cause a plan to be rejected, the ARC will likely approve replacement, addition, or relocation of fixtures, construction of non-structural partition walls, rewiring, etc. within the unit as long as the following guidelines are observed:

- 1) Common plumbing or other common services are not relocated or removed.
- 2) Structural reinforcements due to plumbing work serving the individual unit are detailed and approved by an engineer and/or plan check.
- 3) Work is contained within the unit or the adjoining walls, floor and ceiling spaces and does not impact other units, compromise soundproofing, or create undue noise.
- 4) Permits are obtained where required.
- 5) A reasonable schedule is provided.
- 6) The fire sprinkler and warning system is not compromised or is updated appropriately by a certified sprinkler contractor.

The ARC is unlikely to approve the following:

- 1) Relocation of the common plumbing drains, vents, and supply lines.
- 2) Structural modifications beyond local reinforcement for plumbing clearance.
- 3) Modifications to the common areas outside the unit boundaries.
- 4) Penetration of the roof system unless the work is performed by the original roofing contractor who certifies that the roof warranty remains in force.

The ARC will not approve the following:

- 1) Modification to the external shell of the building, the windows, external doors (except as specifically allowed in the CC&R), waterproofing systems, common hallways, decks, and walkways.
- 2) Modification to the structural posts and major beams.
- 3) Decorative alterations to exterior doors, walls, or brickwork.
- 4) Work impinging on the first floor spaces unless specific written approval is given by the first floor owner.
- 5) Any work compromising safety, access, or appearance of the complex.
- 6) Any project that would result in an increase in Association insurance costs or threaten insurance cancellation.
- 7) Any work not code complaint.

Supporting documentation for simple projects not involving revision to plumbing

connections should minimally consist of a dimensioned layout plan showing the location and specification of any partition walls, schedule of any electrical work, and a timeline. Evidence of issued permits, including sign off for the fire systems, where applicable, is required prior to start of work. A schedule or work plan outlining the duration of the project is required.

Any project proposing relocation of plumbing fixtures should additionally include a detailed plan or schedule showing added plumbing connections and structural reinforcement details that may be needed to route the connections.

A plan proposing to relocate common plumbing, structural elements, or other common systems must further contain a detailed mechanical drawing, suitable for review by a licensed engineer, showing the old and new locations of the affected services in addition to the above documents. The Board is extremely reluctant to approve any project that includes such modifications to the basic utility service systems. Simple additions to common systems for new fixtures have been approved when the scope was small, the risk low, and all affected owners agreed.

### **Miscellaneous**

Installation of external (to the unit) fixtures (including satellite dish equipment and exterior electrical wiring) is subject to the CC&Rs. Installation of all such fixtures requires Board approval in writing unless specifically permitted by federal, state, or local law. Any exterior wiring must be confined to the West or North walls and all runs must be vertical or horizontal, be neatly secured to the wall and not interfere with any other systems or building maintenance.

Board approval must be obtained in writing prior to any unit upgrade projects as outlined in the CC&Rs. Compliance with all applicable building and safety codes is required. All dust or debris associated with renovation or repairs must be promptly cleaned up.

Staging of materials and equipment in the common areas shall be kept to a minimum, and owners shall adopt reasonable measures to prevent extra cleanup and keep all construction disturbances to a minimum. Any additional cleanup expenses will be assessed to the respective unit owner. Damage to the common area due to owners or their employees will be repaired by the Association at owners expense. Any such repairs will be made only by HOA contractors unless approved by the board in writing.

Unit owners must obtain written approval from the Board for any items requiring approval except for matters involving emergency health and safety issues as outlined in the CC&Rs.

Clothing/laundry shall not be hung from or over the patio, landings or balcony walls. Patios shall not be used as storage areas. Window coverings shall comply with CC&R provisions.

If residents wish to have a doormat, the Architectural Review Committee and the Board has approved one specific mat that residents can purchase and use outside their door. Only this door mat may be used. Below is the make, model and link of the approved mat which can be purchased from Amazon.

Mibao Outside Entrance Mat Super Durable Doormat Shoes Scraper for Front Door Low Profile, 18" x 30", Gray  
<http://a.co/guZ8Bys>

### **Enforcement/Due Process**

Where possible, especially when rule violations represent first-time or one-time events, complaints regarding violations of CC&Rs and Supplemental Rules are to be discussed with the noncompliant party before bringing an action before the Board. The Board or the building manager may elect to send the unit owner a "courtesy notice" if the violation did not result in property damage or is a singular event of a minor nature.

Each unit owner, occupant, tenant or guest of a unit shall comply strictly with the provisions of the CC&Rs, By-laws and House Rules of the Association, as the same may be lawfully amended from time to time, and with all Board decisions adopted pursuant to the Declaration, By-laws and House Rules. Failure to comply may result in a fine and/or shall be grounds for an action to recover sums due, damages, or injunctive relief, or any or all of them, maintainable by the Board, the Association's managing agent on its behalf, or by another aggrieved unit owner.

The property manager, acting on behalf of the Board, will give written notice of the violation and state a reasonable time for correcting the violation. Alternatively, the Board may immediately cause the correction to be made, depending on the urgency, difficulty, and history of the situation. If the violation is not corrected within the time limit stated in the notice, the Board can make the correction. Any expenses incurred in correcting the violation shall be imposed on the unit owner and added to the regular monthly assessment payable the first month following the completion of the correction.

Payment of such expenses or fine shall be enforced in the same manner as provided for the enforcement of collection of other assessments. Repair of common area damage is solely the HOA's responsibility and will be carried out under HOA contract.

The Board reserves the right to waive warning for certain offenses such as, but not limited to, having a vehicle impounded that is blocking ingress/egress to the parking garage, move in/out violations, unauthorized businesses, actions causing damage to the common area, any action creating a hazard or potential liability for the Association, etc.

Prior to enforcement of a fine, or initiating a legal action against a unit owner, the Board will give the owner charged with the violation an opportunity to be heard at a board meeting in executive session or before a board-appointed special committee. The notice shall include (a) a statement of the offense, (b) the proposed action and/or fine, (c) the date, time and place of the hearing, and (d) whether testimony must be oral, written, or both. The hearing date shall be set not fewer than fifteen (15) days from the date the notice is delivered.

At the hearing, the affected owner shall have the right to give testimony as outlined in the notice, subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issue at hand. The owner charged with a violation shall be notified in writing of

the decision of the Board or Hearing Committee within ten (10) days of the decision. The Board conducts hearings under the “small claims model” which does not permit owners to legal representation at hearings. Tenants are not permitted to appear at hearings, but statements from tenants or complaining parties may be introduced.

In enforcing these rules, the Board may delegate its function(s), including the determination of whether a violation has occurred, and the remedy therefore, to an agent, including but not limited to a single, or group of, directors or the managing agent. Owners shall be financially responsible for all damages caused by their contractors, tenants, guests or invitees and for any fines imposed resulting from their contractors’ tenants’, guests’ or invitees’ conduct. Any charges for damages or fines shall be assessed against the unit in which the party responsible was working, renting or visiting, and shall be enforceable in the same manner as is provided for the enforcement of other assessments.

A fine properly imposed against a unit owner constitutes a lien upon the unit of that owner.

## Toy Warehouse Lofts HOA Fine Schedule Current As of December, 2020

Most violations are preceded by a warning or compliance letter with no penalty.

An owner will generally have 48 hours after notice to fix a violation unless otherwise indicated. Some

| Description of violation  | time to fix violation | initial fine | further/optional fine   |
|---|-----------------------|--------------|---|
| <b>trash violation such as trash in common area, boxes not broken down, etc</b>                   | first offense         | \$100        | see note below  |
| <b>dog off leash</b>  | first offense         | \$100        | see note below  |
| <b>failure to repair windows/doors</b>  | fifteen days          | \$150        | \$75.00 per day until repaired  |
| <b>items in parking area or other common area</b>   | fifteen days          | \$100        | \$25.00 per day until items removed. Management may also remove items to storage. |
| <b>failure to file documents (proof of insurance, resident's contact info, lease copies, etc)</b> | fifteen days          | \$100        | \$25.00 per day until items received  |
| <b>failure to submit plans to ARC</b>   | forty eight hours     | \$250        | \$100.00 per month until approval   |
| <b>failure to submit business for approval</b>  | forty eight hours     | \$350        | \$50.00 per day until approval  |
| <b>failure to submit moving plans to management</b>   | immediate             | \$500        | see note below  |
| <b>other move in/out violation (each may be charged separately)</b>                               | immediate             | \$100        | see note below  |
| <b>Improper use of trash chute</b>  | first offense         | \$400        | see note below  |
| <b>improper use of elevator</b>   | first offense         | \$250        | see note below  |
| <b>improper use of guest parking</b>  | first offense         | \$50         | see note below, may include towing at owner's expense                             |
| <b>lease term violation (less than 30 days)</b>   | immediate             | \$500        | plus \$500 per day  |
| <b>failure to provide proof of renters' insurance</b>   | immediate             | \$500        | plus \$100 per day  |

violations by their nature do not exist for more than 48 hours. For these, notice of a violation shall be considered a continuation of the violation and subject to appropriate fine up to \$200.00. Board decisions are not subject to appeal.

A notice will be sent to the owner stating the violation, possible fine, hearing date and location. Please see CC&R's for additional information. Any fines that remain unpaid may be subject to legal action. The owner may be responsible for legal fees and costs to the association. Landlords are responsible for their tenants and any fees they incur.

