

Landmark Yorktown Community

Rules and Regulations

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Landmark Yorktown Community Association

A. GENERAL RULES & REGULATIONS

The following rules and regulations are designed to serve the general interest and to maintain and enhance the value of the Landmark Yorktown Community Association (LYCA) "Association" or "Community". They are for the benefit of all owners and residents.

1. When an owner rents or leases out his/her unit, the right to use the Common Area(s) such as the pool and/or the Clubhouse is assigned to the renters/lessees. The owner forfeits his/her own right to use these facilities, Owners are responsible for the actions of their renters/lessees and any guests of the owner or renters/lessees.
2. It is the responsibility of each owner to provide his/her renters, lessees or extended guests of 6 months or longer with a copy of the LYCA Rules and Regulations.
3. Any problems that are, or may be, Association must be reported to the management company, which is on call 24 hours a day. If contractors are engaged without "management company" request or approval, the Association is not responsible for the costs incurred i.e., when a pipe in the concrete springs a leak.
4. No firearms, pellet guns, sling shots, firework or other similar contrivances shall be used in any manner on or from any unit's building, street or Common Area.
5. No residents or guests shall make or permit unreasonably disturbing noises on the premises; nor do or permit anything to be done by such persons that will unreasonably interfere with the rights, comfort, or convenience of other residents.
6. Items such as towels, bathing/wet suits, rugs, or laundry shall not be hung on any patio, window, garage door, walkway, fence, or railing,
7. Water shall not be wasted. Limit irrigation of outdoor plants and gardens to stop all water runoff. Vehicles can only be washed using a bucket and a hose with a shut off nozzle. Immediate repairs must be made to any and all leaking water lines, faucets and toilets in household plumbing.

B. COMMON AREA

The Common Area is defined and described in the CC&Rs (Article Section 1.08).

Each resident and owner has a vested interest in the Common Area, The cost of maintaining these facilities comes directly from LYCA dues, so it is in everyone's best interest to keep them clean and tittered, These areas should be given the same pride of ownership and care which one would give to one's own home.

1. Bulletin boards in the Common Area shall not be used for private notices by nonresidents.
2. Trash shall not be put out on the Common Area for collection earlier than sundown on the evening before the day of trash pick-up. Trash containers shall be removed from Common Areas by midnight on the day of trash pick-up. If you are unable to personally comply with this schedule due to vacation, etc., then make arrangements with a neighbor or someone else to put out your trash and remove trash containers according to this schedule, Trash generated outside of this community shall not be brought into the community for collection by the Association trash collection service,
3. Riding bicycles, skateboards, scooters and the like on landscaped areas and common stairways is not permitted Climbing upon trees, gates, walls and landscape slopes is not permitted.
4. No part of the Common Area is for the exclusive use of anyone residents, Common Areas may not be cordoned off to limit entry by any member of the community or authorized vendor/agent.
5. Sidewalks, outside stairways, landscaped areas and streets shall not be used in any manner that will limit entry or exit to or from any unit. Patio furniture, bicycles, toys, sporting equipment and the like are not permitted to remain in the Common Areas, they are considered abandoned and are subject to removal.

C. VEHICLES & GARAGES

1. Garages and driveways shall be used for parking vehicles customarily used as general transportation. These vehicles may include a company-owned car or a commercial trade vehicle that fits in the existing driveway without overhanging onto the street or sidewalk,
2. The temporary parking of boats, campers, or other vehicles not customarily used for general transportation is permitted in the Common Parking Area for a short duration, but not to exceed twelve (12) hours in twenty-four (24) hour period. No overnight parking or sleeping in a recreational vehicle is allowed
3. Unless the Board gives advance written approval in each and every instance based upon a written request, residents and/or owners shall not install or operate in the unit or associated garage, any machinery greater than two (2) horse power, refrigerating, heating device, or air conditioning apparatus, or use any illumination other than electric light, or use or permit to be brought into the unit or associated garage any flammable oils or fluids such as gasoline, kerosene, benzene, propane or other hazardous materials such as explosives except in legally approved containers for personal use only. Such amounts shall be limited to one gallon maximum,
4. Containers which contain hazardous materials may not be put out for trash pickup. They must be delivered to a hazardous waste materials center for disposal.
5. Driving speeds shall always assure pedestrian safety, at all times. Vehicles must not exceed 15 m.p.h. and must observe all posted stops.
6. Except for emergency start-up or vehicle washing, detailing, or topping-off fluids, vehicles may not be maintained, repaired, or rebuilt on any Common Area or driveway.
7. The Common Area parking is for visitor parking only. By application and acceptance by the Board, up to 10% (7) guest parking spaces will be made available to residents. Vehicles parked in driveways must not overhang the curb into the streets,
8. Garages shall be used for parking of vehicles and only for reasonable and customary storage purposes for security and safety, garage doors shall be kept closed except when in actual use,
9. All damages to a building or unit caused by a vehicle shall be the responsibility of the unit's owner. The unit's owner is also responsible for vehicular damage caused by his/her renters/lessees.

D. PETS

1. Pet owners are subject to the Orange County Animal Control Regulations and those of the City of Huntington Beach.
2. Residents are responsible for their pets. Pets must be controlled so as not to damage lawns, planted areas, trees or other property, Pets may not become a nuisance through such actions as excessive or unreasonable barking.
3. Please be considerate!! Dogs must be on a leash at all times when out of doors. Pets that attack other pets or residents are prohibited.
4. It is the pet owner's responsibility to pick up after his/her pet. Animal droppings should be discarded by the pet owners in their **own** receptacles.
5. Pets are not allowed in the Clubhouse or pool area.
6. The number of pets is limited to not more than two (2) dogs and a total of (3) pets per unit/home.

E. LANDSCAPING

1. No tree, shrub, ground cover lawn, or other plant furnished by the LYCA may be removed without the written approval of the Landscape Committee.
2. Hanging flowerpots: ledge-borne pots, decorations, etc., that overhang another resident's patio or the Common Area which may be a hazard in case of wind, etc., are not permitted.
3. No plantings by individual owners or residents is permitted in the Common Area without the written request and written approval of the Landscape Committee unless exempted by the Board of

Directors. If approval is granted, the requester is responsible for the maintenance of such plantings to the satisfaction of the Landscape Committee.

4. Residents shall not make any changes to the irrigation's sprinkler system, including time clocks or sprinkler heads. Any malfunction should be reported to the Landscape Committee or Management Company.
5. Plants in containers that rest on wooden surfaces must be elevated above the wooden surface to allow air flow/space beneath them to prevent water damage to the wood. Violators will be fined and/or responsible for repair/replacement costs.

F. ARCHITECTURAL CHANGES

1. No person shall install, erect, attach, paste, hinge, screw, nail, build, or construct lighting devices, shade, screens, awnings, patio covers, decorations, fences, gutters, drain spouts, aerials, antennae, radio, or television broadcasting or receiving devices or dishes over 40 inches in diameter, or paint or make any changes, or otherwise alter whatsoever the structural aspects or the exterior of any building or structure or the restricted Common Areas within the property without a written request and approval from the Architectural Committee and the Board of Directors. Add-ons include, but are not limited to, the entire complex. Such items requiring approval are as minor as a door wreath.

(Approval has been given to John Lawrence, LYCA's Disaster Communications Officer. This unit was purchased and installed by the Association.)

2. No signs, name plates, shades: awnings, window guards, or sun screening glass film shall be used except as approved in writing by the Board of Directors. All patio, window or door decorations, clearly visible from outside the unit, shall conform to standards set by the Board. For the present, this standard shall be off-white or white. Requests for any of the above shall be submitted to the Architectural Committee.

3. The Architectural Committee may perform a quarterly inspection of the Community to assure compliance with the standards established in the Rules and Regulations, Instances of noncompliance shall be referred to the Board of Directors for appropriate action. If, after written notification, the unit owner does not remedy the non-compliance, the Board of Directors may take action to correct the situation, charging the unit owner for the costs including legal fees and related expenses.

4. No changes shall be made until the complete Plans and Specifications showing the nature type, shape, color, size, materials, and location of such changes have been submitted to and approved in writing by the Architectural Committee and the Board of Directors.

Note: Requests for installation of front screen doors shall be subject to a written request and written approval of the Architectural Committee.

G. SWIMMING POOL & SPA RULES

All residents and their guests are expected to abide by the following rules, Residents are fully responsible for the conduct and safety of their guests in the pool and spa area. Violation of these rules may result in a fine and/or loss of pool/spa privileges.

Pool and Spa Hours: (unless otherwise posted)

Sunday - Thursday: 8:00 a.m. - 10:00 p.m.

Friday - Saturday: 8:00 a. m.- 11:00 p.m.

No after-hours usage is allowed.

NO SMOKING IS ALLOWED IN THE POOL/SPA AREA

1. The use of the pool and spa is expressly limited to residents of the Community and their invited guests (limited to no more than 6 per unit). **Guests may use the facilities only when accompanied by a resident adult host (18 years or older).**
2. House guests on an extended stay are considered members of the household and may use Community facilities unaccompanied subject to LYCA Rules and Regulations, only if they are 18 years of age. Prior to such guests using pool facilities, the resident must notify the Pool Committee Chairperson,
3. Children under the age of 14 are not allowed in the pool area without a resident adult (18 years or older) in attendance. (Orange County Environmental Health Public Pool Safety Regulations,)
4. Children under the age of 14 may use the spa **only** if accompanied by a resident adult (18 years or older).
- 5 At no time shall there be any **yelling, or loud noise**, disturbance, or any other activity creating a nuisance or a dangerous situation such as running or pushing in the pool, pool area, or spa. Audio volume from any source shall be kept low, so as not to disturb others in the pool area or residents living adjacent to the pool. Earphones are suggested.
6. Residents and guests must keep the pool and spa open for use by others. Games such as volleyball, and other activities interfering with the use of the pool by others are prohibited.
7. Safety must be exercised, always. The buddy system is recommended for all swimmers, at all times. No one should swim alone, and special care must be taken for the safety of small children.
- 3, Inflatable objects for small children are permitted in the pool. Surfboards, Styrofoam floats, large inflatables, or other large objects longer than two (2) feet are not allowed.
9. Pool furniture and other accessories shall not be removed from the pool area.
10. All gates must be closed and latched at all times. Keys should not be left in the latch, and gates are not to be propped open.
11. Climbing over the gate and the fences is not permitted. Trespassing and violations will be reported to the police. Violation fines may be assessed.
12. **Pool keys are not to be duplicated or loaned to a non-resident.** Replacement of a lost key may be purchased for \$100.00 from Powerstone Property Management. Each unit in the complex is entitled to **one** key only.
13. For health reasons, anyone subject to involuntary natural bodily functions (e.g. infants) is not permitted in the pool or spa without proper, snug fitting leg openings. Persons with communicable health problems that might be transmitted via water are not to use the pool or spa.
14. Pets are not allowed in the pool/spa area.
15. Consumption of alcoholic beverages in the pool or spa is not allowed for health and safety reasons.
16. No glassware or glass bottles are allowed in the pool or pool areas. Unbreakable containers are permitted. Food is allowed in the pool but not in the pool or spa itself.
17. Upon leaving the pool area, all paper/plastic products, trash, and all items brought with the pool users must be removed from the pool area.
18. The BBQ must be cleaned after every use.
19. Only persons dressed in customarily acknowledged swimwear are allowed in the pool or spa (no cutoff pants),
20. The shower and bathrooms must be used in a responsible manner, i.e., turning shower/faucets off after each use, keeping areas clean, etc.
21. The Board of Directors of the LYCA reserves the right to deny use of the pool, pool area, and spa to anyone at any time.

Pool and Spa Hours: (unless otherwise posted)

Sunday — Thursday: 8:00 a.m. - 10:00 p.m.

Friday — Saturday: 8:00 a.m. — 11:00 p.m.

No after-hours usage is allowed.

NO SMOKING IS ALLOWED IN POOL/SPA AREA

H. CLUBHOUSE AND RECREATIONAL FACILITIES

1. Clubhouse facilities are primarily for educational, social, cultural, and recreational programs. Such use is for residents and their guests only. Residents shall be subject to, and comply with, all of the Community Restrictions as defined in the CC&R's. The facilities are to be available on a first come, first served basis.

2. Use of the clubhouse shall not be for personal profit, business related activities, directly or indirectly, or personal gain unless specifically approved in writing by the Club House Coordinator.

3. Use of the clubhouse does not give requester "exclusive" use of the pool and spa area.

4. Requests for use of the Clubhouse shall be submitted to the Club House Coordinator at least twenty-four (24) hours in advance of the event. Applications, using the current form, must be accompanied by a \$200,00 deposit. There is also a \$50 non-refundable usage charge.

5. Legal occupancy limit: 35 persons

6. Opening/Closing times: 9:00 a.m. - 10:00 p.m.

7. Prior to use, the requestor should check the clubhouse. If not found clean, it is your responsibility to inform the Club House Coordinator prior to use.

8. Alcoholic beverages can be brought in and served, provided the consumer is not charged in any way.

9. A resident, age 21 or older, shall be the host for the serving of alcoholic beverages from such service. Under no circumstances shall the Association provide or serve alcoholic beverages at club house functions.

10. Cleaning the clubhouse is the responsibility of the requester and must be completed by noon of the day following use. Tables and chairs shall be left in the arrangement as they were found.

11. The requester is liable for any damage to the clubhouse and its appliances. A replacement charge will be levied for broken dishes, coffee servers or missing items, etc., from the \$200 deposit or if the cost is over \$200, assessed to the owner's Association account after a hearing with the responsible owner prior to any assessment of damages.

12. If, upon inspection by the Club House Coordinator, it is found that additional cleaning is required, the requester will be notified and given the opportunity to clean the facility. If it is not cleaned within 24 hours following such notice, the LYCA may apply the deposit to the required cleaning charges.

13. No chairs, tables, or other furniture, appliances, or supplies may be removed from the club house for personal use,

14. Toilets and sinks in the recreational and Common Areas shall not be used for any purpose other than that for which they were constructed. Any damage and/or repair costs resulting from misuse is the responsibility of the unit owner.

CLUBHOUSE AGREEMENT

This Agreement is made between Landmark Yorktown Community Association (Association) and User) a member of the Association who resides at Huntington Beach, CA

User has requested the use of the Clubhouse owned by the Association. In consideration of the mutual covenants contained herein, the parties hereby agree as follows:

User has provided a refundable \$200 deposit and a nonrefundable \$50 usage fee (separate checks) in advance of a reserved event. The Association hereby grants to User permission to use the Clubhouse for his/her personal use on _____ from _____ until 10 p.m. (includes setup time).

The User understands that Clubhouse rental is for the Clubhouse only. The pool may not be reserved for private parties. The following rules are considered to be part of this Agreement:

1. Clubhouse Hours: Events may begin after 9 a.m. and must end by 10 p.m.
2. user must be 21 years of age or older
3. User must be in attendance at the event at all times.
4. User will monitor all guests at the event and will be fully responsible for their conduct and safety.
5. **Noise will be kept to a minimum** so the residents adjacent to the pool are not disturbed. No yelling, loud radios, running, or rowdiness are allowed in the pool area. **The pool and spa must be kept open for the use of all residents.** Upon receipt of a of disturbing other residents, a warning will be given, In the case of a second complaint during the same event, a Board member will order the event shut down and the deposit forfeited.
6. User and guests must obey all pool and spa rules (attached).
7. Alcoholic beverages will not be served to anyone under 21 years of age. Alcoholic beverages may not be sold at any time. All beverages in the pool area must be in unbreakable containers. Alcoholic beverages will not be consumed in the pool or spa.
8. Furniture may not be removed from the Clubhouse building. Pictures and wall ornaments may not be taken from the walls. Folding tables and chairs stored in the Clubhouse may be used directly outside the Clubhouse and must be returned to storage.
9. User is responsible for all damage done by his/her guests, both in the Clubhouse and the entire complex.
10. The posted capacity of the Clubhouse shall not be exceeded at any time.
11. The Clubhouse, including the BBQ and bathrooms, must be cleaned and restored to the original state no later than noon of the day following the event. Cleaning procedures as posted must be completed. User's products and all trash resulting from Clubhouse use must be removed from the Clubhouse and pool area and disposed of by the user.
12. The Clubhouse keys must be returned to the Clubhouse Coordinator,
13. User is responsible for scheduling an inspection by the Clubhouse Coordinator to determine the cleanliness and undamaged state of the Clubhouse after the event, If in the opinion of the Association, any of the above rules are not followed, the \$200 deposit will be forfeited. If any damage exceeds the deposit, additional expenses be assessed on the User's Association bill.

Signature hereon denotes agreement with all of the above terms and conditions.

User Signature:

_____ Date: _____

11/24/10

I. RESPONSEBELITIES

1. It is the responsibility of the LYCA Board of Directors to enforce the Community's rules, The Board Is authorized to, and take disciplinary action against any resident and / or owner for any breach of these defined rules or regulations. The Board shall determine the response time based on the violation or type of violation,
2. Owners are responsible for the actions of their renters/lessees and their guests.
3. Each infraction of the Rules and Regulations differs from any other. Therefore, the amount of time allowed to correct such infractions may also vary. Thus, any letter from LYCA and/or the property manager detailing the infraction wilt also indicate the length of time allowed for responding to the request for removing the infraction. For example, an infraction that may be a safety threat may be required to be remedied Immediately. For others, the length of time may be longer.
4. Enforcement procedures may include any or all of the following, but not limited to:
 - a. Written notification of a violation.
 - b. A fine, not to exceed \$50.00 for the initial violation. The second violation of the same rube will result in a \$100 fine, the third violation, \$200.00.
 - c. Repeated infractions may cause the Board to take legal action against the violator,
5. Before any disciplinary action is taken or a fine levied, (other than ongoing architectural or safety violations) an owner shall be entitled to a hearing before the Board of Directions upon personal service or written request, between seven (10) and fourteen (14) calendar days after service or mailing notice of the time and place thereof and the nature of the violation. The owner shall have the right to appear at said hearing in person to present evidence on his/her behalf. The owner may give their authority (with written authorization) to the renters / lessees to appear on the owner's behalf.
6. Decision by the Board of Directors shall be made in 'executive session' by a majority vote of those members present and voting. A quorum of 3 members shall be sufficient for a vote. Notice of the decision shall be mailed to the resident and/or owner within fifteen (15) days of the decision,
7. Failure to pay any fine within fifteen (15) calendar days after imposition thereof as noted by the date of the notification letter shall constitute a separate additional violation and may result in legal action.
8. In addition to the remedies specified, herein, the cited owner shall be liable for any LYCA attorney fees, court costs and collection costs incurred in enforcing these rules and regulations

LANDMARK YORKTOWN COMMUNITY ASSOCIATION

AMENDMENT TO THE RULES AND REGULATIONS:

The Board of Directors has issued the following resolution to amend the Rules and Regulations of the Association:

WHEREAS, the Board of Directors of file Association have consulted with an expert familiar in the area commonly known es "TOXIC MOLD" and counsel for association to discuss the issue of mold, funguses, mildew and / or other organisms that may adversely affect the property and the health of the individuals who occupy said property.

WHEREAS, the Board of Directors of the Association have been advised that mold, mildew, funguses and / or other organisms have been detected in areas the Association and p^lans have been made to eradicate the potential problem.

WHEREAS, the Board of Directors of the Association are concerned that mold, funguses, mildew and / or other organisms may be within an individual unit the homeowner may not be aware of the potential problem.

WHEREAS, the Board of Association has been advised by counsel that real estate agents in the area will ask a potential Buyer of Lessee to sign a Toxic Mold Disclosure Advisory form. One purpose of the form is to advise potential Buyers and Lessees of the issue of "Toxic Mold" and to suggest that the property be inspected. The costs of any inspections shall be the responsibility of the homeowner.

WHEREAS, the Board of Director of the Association, after due deliberation on issue, believes that it is in the best interest of the Association to require that any homeowner who has their property inspected for any form of Toxic Mold shall provide the Association with a copy of the report.

NOW, THEREFORE BE IT RESOLVED, that effective April20, 2004, any present owner of a unit within the Association shall be required to provide the Association with, a copy of any reports from a qualified inspector to determine whether or not there is any presence of any mold, funguses, mildew and / or other organisms within their unit. The report shall be provided to the Association within five (5) business days of the receipt of report.

RESOLVED FURTHER, that the eradication of the mad, funguses mildew and / or other organisms shall be the responsibility of the homeowner, unless the mold, funguses, mildew and / or other organisms is found in a common area.

RESOLVED FURTHER, that a copy of this Amendment to the Rules and Regulations shall be mailed to each and every homeowner or record as of this date in the next monthly mailing.

 _____ President	 _____ Vice President
 _____ Secretary	 _____ Treasurer
Dated <u>3-18-04</u>	

February 12, 1998

Landmark Yorktown Community
Statement of Policy
Regarding Repairs to Structural and Incidental Damage

Policy: The Landmark Yorktown Community Association (hereafter referred to as the Association) responsible for maintaining the 68 individual condominium units that constitute the Landmark Yorktown community from the outside surface of those dwellings, up to but not including the coverings of the walls, ceilings and floors of those units. Therefore, the Association shall:

1. Pay the cost of repairs that part of the unit that is the responsibility of the Association for damage or structural failure caused by acts of nature, normal wear and tear, and not resulting from the negligence or willful acts of the owner or legitimate tenants of the property. Where the owner has applicable insurance coverage in force, those benefits will with coverage provided through the regulations and the terms of all applicable policies. Where, in the opinion or the Association's Board of Directors, damage has resulted from willful acts or negligence¹ the Board of Directors will take any remedies available to them in law to collect the cost of resulting damage from any and all responsible parties.
2. Pay not more than the costs to restore paint, flooring and ceiling coverings that results from damage to or failure of the structure described in # 1 above, to a condition that is substantially equivalent to the original condition of a standard unit, not including any subsequent upgrades². The Association will not pay for such restoration where, in the opinion of the Association the damage is from chronic conditions that the units' residents should have observed and reported to the Association to avoid long term damage. In addition, the Association will only pay for restoring the damaged wall, ceiling or floor coverings. In no instance will the Association pay for additional walls or rooms.
3. Instead of the Association making such repairs, the homeowner may elect to have the Association provide them with a check for the amount that would have been paid to a licensed contractor, so that the homeowner make or have made upgraded repairs.

The form and content of structural and exterior repairs, and their finished appearance at the sole discretion of the Association. Restoration to "Original Condition" is also at the Association, based on descriptions and other information contained in the Association's files.

¹ Negligence is taken to include failure to report progressive or recurrent problems that if not repaired will result in greater or more costly damage. This includes problems with the unit that are known or are sufficiently obvious that they should be by the owner or tenant.

² For example, the Association will not pay for wallpaper, hardwood skylights, ceramic tile in areas where it was not originally present, etc.

The Association is specifically not responsible for heating furnaces, air conditioning units, hot water heaters, built-in or free-standing appliances, garage door openers, or any plumbing or electrical wiring not contained in exterior walls or concrete slabs.

Dear Homeowner:

Over the past several months, some requests received by the Board of Directors of the Landmark Yorktown Homeowners Association have shown that some homeowners misunderstand where the Association's responsibilities end, and the individual homeowners begins.

As the Board of Directors has stated previously through the Association Newsletter, it is our responsibility to balance responsiveness to the problems of individual homeowners, with fiscal responsibility to all homeowners. All this must take place within the standards of the CC&Rs. The Board passed the enclosed policy at our regular monthly meeting on February 12, 1998. The policy's purpose is to clarify the Association's responsibilities, and what we can and cannot do when there is a problem with an individual unit.

We ask the homeowners to review the policy in detail, and we invite your questions or comments. You may address these in writing to the Board or Directors, in care of Alan Ford at Chambers Property Service (address below) and we will respond in like manner. If you would like to meet with the Board to discuss the policy, please call Alan or any of the Board members to place the item on the agenda for the next meeting.

Sincerely,

The Board of Directors
Landmark Yorktown Community Association

Association Obligations

Repairs to a unit's structure, such as slab cracks and/or leaks, or cracks to a wall will be paid for by the Association to restore to original or upgraded condition, whichever is less costly. The owner may choose to make the more expensive repair, but the owner will be required to pay the difference¹.

Examples include:

- A floor originally had a specific grade of vinyl and the unit owner decided to subsequently install ceramic in its place. A crack in the concrete slab does not obligate the Association to replace the entire tile floor. The Association will pay for replacement of the broken tiles (if available) or laying of a vinyl floor equivalent to the original whichever is least expensive.
- An owner has a mirror placed on a wall. Due to settling the underlying wall cracks, and with it the mirror. The Association is obligated to repair the crack in the wall and paint or wallpaper it to original. They are not obligated to replace the mirror. If only the mirror cracks and not the wall, the is obligated to no repairs at all.

¹ Costs will be determined by competitive bids from at least three vendors, at least one of whom was selected by the Association.

LANDMARK YORKTOWN COMMUNITY ASSOCIATION

Huntington Beach, CA 92646

A copy of the Rules and Regulations Regarding Water Damage Repairs adopted at the September 21, 2017, Board meeting is enclosed. Please keep them with your copy of the CC&Rs and Bylaws. and if your home is being leased, please provide a copy to your tenants.

The Association's lawyer attended the Board meeting and answered homeowners' questions regarding these Rules before they were adopted, He explained that these Rules were prepared for several reasons, including:

1. To remind homeowners of their responsibility to report common area water or sewer teaks promptly when they are noticed, so that the cause of the teak can be located and stopped before their homes, or a neighbor's home, suffer damage unnecessarily. Owners who are leasing their homes should likewise remind their tenants to notify the homeowner promptly of any suspected common area water or sewer leak.
2. To remind homeowners that they have a responsibility to promptly repair leaks for which they are responsible (for example, leaking ice maker lines, leaking pipes under a sink, leaking toilet supply lines and the like), so as not to cause structural damage to the building, or interior damage within a neighbor's home;
3. To remind homeowners that they have a contractual responsibility under the CC&Rs to allow the Association and its vendors into the home to investigate leaks and to make repairs. For example, if a leak is observed in a home, but access is needed from the neighboring home to fix the leak, both owners must provide access so that the required repairs can be made. Homeowners whose home is vacant for extended periods of time should provide an "emergency contact name and number" to the management company so that management can make arrangements for access if needed; and
4. To remind homeowners that if an owner's failure or refusal to abide by the CC&Rs or if a tenants failure or refusal to communicate with the owner, causes additional expenses to the Association, the CC&Rs provide a remedy for the Association to obtain reimbursement from the owner and/or the owner's insurance company if warranted by the facts and circumstances presented.

Because our pipes are getting older, the cost of repairing water damage has increased substantially over the past several years. Please help to limit these expenses by promptly reporting water damage as soon as you see it, and by cooperating with the Association, its vendors, and your neighbors in their efforts to locate and to repair leaks as efficiently and as economically as possible, Homeowners who are teasing their homes are also responsible for ensuring that their tenants report leaks promptly to the homeowner.

PowerStone Property Management, 9060 Irvine Center Drive, #200, Irvine, CA 92618 * 949/716-3998 * FAX 949/716-3999

LANDMARK YORKTOWN COMMUNITY ASSOCIATION
RULES AND REGULATIONS
REGARDING
WATER DAMAGE REPAIRS

Adopted September 21, 2017.

These Rules and Regulations Regarding Water Damage Repairs have been adopted by the Board of Directors pursuant to Section 5.02(j) of the CC&Rs. All footnotes refer to relevant Sections of the Association's CC&Rs. Terms with an initial capital letter are defined in Article I of the CC&Rs.

1. Notification of Water Leaks. Each Owner has a duty to notify the Association's management company as soon as the Owner becomes aware of a water or sewage leak originating in a Common Area component, such as a roof leak, a common line sewage or drain blockage, a slab leak, or the like, that may be causing damage to the Owner's Unit.¹ Owners who lease their Unit are responsible to ensure their tenants report Common Area water or sewage intrusion problems immediately to the Owner and to the Association.² Throughout the remainder of these Rules and Regulations, the term "water" includes both water and sewage.

2. Association Vendors. Upon being notified of an intrusion issue suspected of originating in a Common Area component, the Association will arrange for a roofing contractor, plumber, or other qualified contractor to investigate the issue and determine whether a Common Area component or an Owner responsibility item is the source of the water intrusion. The Association may also, depending upon the nature and extent of the water intrusion, arrange for removal of water and water damaged materials, mold testing and/or mold abatement services. Commencement and/or completion of any of these services does not prevent the Association from seeking reimbursement for any or all of the costs incurred from the Owner or any other person or entity at a later date.

3. Duty to Provide Access. The Owner shall allow the Association's vendors into the Owners Unit and/or Restricted Community Area (referred to collectively as the "Unit"), as applicable to perform their services.³ Owners who lease their Unit are responsible to ensure their tenants provide access.⁴ Except in the case of an emergency, access shall be provided upon reasonable advance notice, which in most cases will be from twenty-four (24) to seventy-two (72) hours.⁵ In the case of an emergency originating in or threatening a Unit (running water, gas leak, overflowing sewage or the like), the Association's vendors shall have an immediate right of access whether the Owner is present or not, as provided for within the CC&Rs.⁶

4. Increased Costs Resulting from Failure to Notify. If an Owner's failure, or a tenant's failure (or any other person for which Owner is responsible) to timely notify the Association of a Common Area issue affecting the Owner's Unit results in increased costs to the Association, the Association may levy an Extraordinary Assessment against the Owner for such increased costs, after providing the Owner notice and an opportunity for a hearing.⁷

¹ Section 2.17

⁶ Section 5.04

² Section 2.10

⁷ Section 2.15, Section 5.02 (g), Section 6.01 (c)

³ Section 5.04

⁴ Section 2.10

⁵ Section 5.04

5. Increased Costs Resulting from Failure to Provide Access. If an Owner's failure, or a tenant's failure (or any other person for which Owner is responsible) to provide access to the Unit in accordance With these Rules and Regulations results in increased costs to the Association, the Association may levy an Extraordinary Assessment against the Owner for such increased costs. after providing the Owner notice and an opportunity for a hearing.⁸

6. Damage to Common Area Caused by Owner. If the source of the water intrusion is from damage to a Common Area component caused by the Owner, the Owner's tenant any other person for which the Owner is responsible, the Owner shall be responsible for repairing such damage in a timely manner, including mold removal.⁹ In the event Association does not receive evidence satisfactory to the Board of Directors that such repairs have been accomplished by the Owner, the Association or its delegates shall have the right at reasonable times to enter the Unit to effect such repairs as provided for in these Rules and Regulations, and the Association may levy an Extraordinary Assessment against the Owner for the costs incurred by the Association, after providing the Owner notice and an opportunity for a hearing.¹⁰

7. Damage from Owner Maintenance Item. If the source of the water intrusion is an owner maintenance item, the Owner shall be responsible for repairing all resulting damage in a timely manner, including mold¹ removal.¹¹ In the event Association does not receive evidence satisfactory to the Board of Directors that such repairs have been accomplished by the Owner. the Association or its delegates shall have the right at reasonable times to enter the Unit to effect such repairs as provided for in these Rules and Regulations, and the Association may levy an Extraordinary Assessment against the Owner for the costs incurred by the Association, after providing the Owner notice and an opportunity for a hearing.¹²

8. Deductible. The Owner of the Unit shall be financially responsible for the deductible portion of the Association's property damage insurance if: 1) the source of the water intrusion is an Owner maintenance item; or 2) the damage was caused by the Owner or by any occupant or guest of the Owner's Unit.¹³

9. Enforcement, Violations of these Rules and Regulations may result in the levy of Extraordinary Assessments as provided above, the of monetary penalties in accordance with the Association's fine schedule. and/or the commencement of legal action as provided for within Sections 2.10 and 2.16. and Article XII of the CC&Rs. In the event of legal action. reimbursement of the Association's attorney's fees, and court costs will be sought from the Owner as provided for within Article XII of the CC&Rs and California Civil Code Section 5975.

⁸ Section 2.15, Section5.02(g), Section 6.01(c)

⁹ Section 2.15, Section 5.02(g), Section 5.07

¹⁰ Section 2.15, Section 5.02(g),Section 5.07, Section 6.01(c)

¹¹Section 2.17: Section 5.02(g.), Section 5.07

¹² Section 2.17; Section5.02(g), Section 5.07. Section 6.01(c)

¹³ Section 2.17, Section 5.02(g),Section 5.07

**LANDMARK YORKTOWN COMMUNITY ASSOCIATION
MAINTENANCE AND REPAIR RESPONSIBILITY MATRIX**

The following Maintenance and Repair Responsibility Matrix provides a general summary of the maintenance and repair responsibilities of the Association and the Owners with respect to identified components or areas, based upon the Association's Declaration of Covenants, Conditions and Restrictions (the "CC&Rs") and the California Civil Code. This Matrix is not intended to be an exhaustive list of all Association or Owner maintenance obligations; it is intended to supplement relevant provisions of the CC&Rs. Designation of a component or item as the Owner's responsibility to maintain, repair and/or replace does not authorize an Owner to perform work or make Improvements for which Architectural Committee / Association approval and/or a building, plumbing, electrical or other governmental permit is otherwise required without first obtaining such approval and/or permit. Terms beginning with an initial capital letter (for example, Common Area, Unit) have the same definitions as given in Article J of the CC&Rs.

Except as otherwise specifically provided in the CC&Rs or by applicable law, the Association is generally responsible for maintaining, repairing and replacing Common Area components, and Owners are generally responsible for maintaining, repairing, and replacing their Units and the ground/floor surfaces of their Restricted Common Area (private) Patios and Decks. Patios are on the ground floor and Decks are on the upper floor(s); the extent of an Owner's responsibility for the surface of the Owner's Deck appears on the second page of the Matrix. If an Owner or Owner's invitees causes damage to any areas which are otherwise the obligation of the Association to maintain, the Owner is responsible for reimbursing the Association for all costs of repairing such damage and the Association may levy a special assessment to obtain reimbursement if the costs are not paid voluntarily. (See CC&Rs, Art. II, p. 15 and Article V, 55.02(g)).

Although the Association carries a "blanket" property insurance policy for the condominium project, homeowners are responsible for buying their own property insurance to cover their own needs. Please provide a copy of Article V, 55.02(b) of the CC&Rs (pages A 12 to A 14) to your insurance agent. The association's policies of insurance may not cover your property, including personal property or real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. The Association's insurance also does not cover hotel expenses or "loss of use" or "loss of rent" expenses should it become necessary to temporarily move out of a Unit for repairs. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies under the Association's insurance policy, and that deductible may be covered under your individual policy. Association members should consult with their individual insurance broker or agent for appropriate additional coverage.

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Item	Owner	HOA	Authority/Notes/Comments
UNIT INTERIOR GENERALL			
Appliances. whether built-in or free-standing	X		CC&Rs, Art. II, § 2.17
Cabinets	X		CC&Rs, Art. 11, § 2.17

Item	Owner	HOA	Authority/Notes/Comments
Clothes Dryer Vent (keeping free of debris and/or removal of water/moisture from any source)	X		CC&Rs, Art. 11, p. 17
Doorbells	X		CC&Rs, Art. 11, 2.17
Wall and ceiling paint, paper tile, etc.	X		CC&Rs Art. 11, 2.17
Baseboards and door/window moldings and trim	X		CC&Rs, Art. 11 2.17
Floor Coverings	X		CC&Rs, Art. 11, 2.17
Slabs		X	CC&Rs, 4.01
Lighting Fixtures — Interior	X		CC&Rs, Art. 11, 2.17
Interior doors and hardware	X		CC&Rs, Art. II, 2.17
Entry Doors — Maintenance of the <u>interior</u> of the doors enclosing an Owner's Unit	X		CC&Rs, Art. 11, {2.17
Windows enclosing Unit—	X		CC&Rs, Art. II, 2.17
Bathtubs, shower stalls, sinks, and toilets	X		CC&Rs, Art. II, 2.17, Civil Code 4775 a
Faucets, fixtures, garbage disposal, built-in appliances, etc. inside Unit	X		CC&Rs, Art. 11, 52.17
Shower Pan	X		CC&Rs, Art- 11,
Fireplace and firebox, including cleaning, sweeping of chimney	X		CC&Rs, Art. 11,
Hot Water Heater	X		CC&Rs, Art. 11, 2.17
Furnace / Heaters	X		CC&Rs, Art. 11, 2.17
Ducts	X		CC&Rs, Art. II, 2. IT Civil Code 4775 a
EXTERIOR			
Building Exteriors		X	CC&Rs Art. 4.01
Vehicular Garage Door		X	CC&Rs, Art. 4.01
Drainage system serving or within Common Area		X	CC&Rs, Art. 4.01

Item	Owner	HOA	Authority/Notes/Comments
Entry Doors — Painting of <u>exterior</u> of doors on exterior boundaries of Unit, including exterior trim; threshold maintenance/re air		X	CC&Rs, Art. IV, 54.01
Irrigation / Sprinkler system serving Common Area		X	CC&Rs, Art. IV, 4.01
Irrigation / Sprinkler System within Patio area	X		CC&Rs, Art. II, 2.17
Patios/Balcony Decks (keep floor surface of Patio/Deck clean and free of debris)	X		CC&Rs, Art. 11, 52.17
Balcony Decks- Periodic painting and repair of wood plank decks and periodic resealing and repair of membrane covered decks		X	CC&Rs, Art. IV, 54.01
Balcony Decks-Structural re airs, railings, and posts		X	CC&Rs, Art. IV, 4.01
Lighting fixtures within Decks, Porches and Patios on switches controlled by Owner	X		CC&Rs, Art. 11, 52.17
Landscape in in Common Areas (not Patios)		X	CC&Rs, Art. IV, 4.01
Landscape in Patio	X		CC&Rs, Art. 11, 2.17
Pet Waste — clean-up	X		CC&Rs Art. 11 2.05
Rain gutters and downs spouts (cleaning and repair/replacement)		X	CC&Rs, Art. IV, 4.01
Roofs		X	CC&Rs, Art. IV, 4.01
Sidewalks		X	CC&Rs, Art. IV, 4.01
Streets / Parkin Areas		X	CC&Rs Art. IV 4.01
PEST CONTROL			
Ants and other insects — within Unit interior or within Patio or Deck	X		CC&Rs, Art. 11, 52.17
Ants and other insects —Common Areas		X	CC&Rs, Art. 4.01
Birds/Nests on building exterior		X	CC&Rs, Art. 4.01
Bee/Was Hives — exterior or within walls		X	CC&Rs Art. 4.01
Rodents or other pests within Unit	X		CC&Rs Art. 2.17 11,
Rodents or other pests — exterior		X	CC&Rs, Art. 4.01

Item	Owner	HOA	Authority/ Notes/Comments
Exterior Termites		X	CC&Rs Art. 4.01
Repair of termite damage to structure		X	CC&Rs, 4.01
Repair of termite damage to Unit interior and cabinets, furniture, etc., within Unit	X		CC&Rs, Art. II, p. 17
Relocation costs due to termite treatment or re air	X		Civil Code 4775 c
UTILITIES/WIRING/PLUMBING			
Electric switches and receptacles outlets within Unit	X		CC&Rs, Art. VII 2.17
Electrical receptacles (outlets) on building exterior in deck/ patio/ air space	X		CC&Rs, Art. 11, p. 17
Electrical wiring in Common Area, including Common Area portions of the Building		X	CC&Rs, Art. IV 54.01
Gas lines and valves within Unit airspace (including flexible gas lines for ovens, dryers etc.)	X		CC&Rs, Art. 11, p. 17
Gas lines and valves in Common Area, including Common Area portions of the Building		X	CC&Rs, Art. IV 54.01
Plumbing within Unit airspace (including drains and drain lines, supply lines, angle stop washing machine hoses icemaker etc.)	X		CC&Rs, Art. 11, p.17
Plumbing pipes in Common Area, including Common Area portions of the Building		X	CC&Rs, Art. IV 54,01
Sewer Pipes		X	CC&Rs, Art. IV, 4.01
Telephone wiring exclusively serving Unit	X		Civil Code 4145 c
Toilet wax rings	X		CC&Rs, Art. 11, 2.17

The phrase "Common Area portions of the Building" as used in this section of the Matrix regarding Utilities, Wiring and Plumbing includes the area behind all interior walls, above all interior ceilings, and below all interior floors. This is because the definition of the term Unit expressly excludes all pipes and wires wherever located, except for the outlets thereof when inside the air space of the Unit. Thus, the portion of a pipe that is inside a wall is a Common Area component, but the portion of a pipe that sticks out of the wall and into the Unit air space is a Unit component.

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