

TOP O' TOPANGA  
3360 North Topanga Canyon Blvd.  
Topanga, CA 90290  
RULES AND REGULATIONS

March 2005 (updated August 2005/September 2005/February 2006/May 2009/June 2010/July 2010,  
September, November 2012, March 2014, June 2014, August 2014)

These Community Rules and Regulations have been established by Top O' Topanga Community Association (the "Association" or "HOA" for the protection and enjoyment of Residents and their Guests at Top O' Topanga (the "Community". These Community Rules and Regulations are for the benefit of and may be enforced by the Association. All undefined Capitalized terms shall have the meaning ascribed in the Community Operating Documents.

Community Operating Documents include but are not limited to the CC&R's, Bylaws, Articles of Incorporation, Civil Code, Title 25, HCD requirements and any other legal documents specifically not mentioned herein but require the mandatory compliance of the Association and/or Homeowner. In the Operating Documents, the terms of the Community Operating Documents shall prevail.

Homeowner is defined as the legal homeowner of record; Residents, Guests and Occupants are also required to comply with all Community Operating Documents.

Disclaimer:

Security: Neither the Association, nor any Officer, Director, Committee member, employee or agent of the Association, shall in any way be considered insurers or guarantors of any level of security within the Development. Members shall be responsible for their own security and shall take appropriate measures to ensure their own security as well as that of their family, guests, invitees, and Tenants. Members may not rely on any security measures provided by the Association. Neither the Association, nor any Officer, Director, Committee member, employee or agent of the Association, shall be liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

1. RESIDENTIAL USE

The premises shall be used solely for the purposes of placing a home thereon for the residential use and occupancy of Homeowner and/or his Renter. No business or commercial enterprises shall be permitted to operate from or within the Community. Exceptions are enterprises not utilizing employees onsite or bringing business clients or visitors onsite and not visible or audible from outside the home. No advertising signs may be erected on the lot or home.

2. ALL AGE

This community is an "all age" Community with no minimum or maximum age requirements.

### 3. CONTROLLED COMMUNITY ACCESS

The Community entrance is controlled as posted. The control is provided by an electronic card accessed gate system. One gate card will be provided for each Resident eighteen years of age or older. Residents under the age of eighteen may obtain a gate card registered in Resident guardian's name with proof of acceptable and valid identification. Residents must complete an application at the Community office to receive a gate card. There is a charge to replace lost or stolen cards, which is subject to change without prior notice. The amount of the charge at the time the Rules and Regulations are implemented is \$25.00.

### 4. SOLICITORS/TRESPASSING

Soliciting or peddling is not permitted in this Community, other than Homeowner solicitation protected by law. Vendors, peddlers and agents are prohibited from commercial solicitation of any nature in the Community. Vendors, peddlers and agents, after showing proof of insurance to Community Management, may, from time to time, and only upon prior written permission of the Association, be permitted to conduct business from prearranged facilities in the Community at times and on dates specified by the Association. At no time will door-to-door solicitation be permitted. Nothing in this Section modifies Resident's rights to meet as provided for in Civil Code Section 798.51.

### 5. RENTAL OF LOT AND/OR HOME

Lot owners may rent their home. The Homeowner will be responsible for preparation of rental agreements for their renter(s) and incorporate Community Operating Documents. Renter(s) compliance with the Community Operating Documents will be the responsibility of the Homeowner. No rentals are allowed which constitute a time-share activity as defined by the CC&R's. Non-lot owner Residents may not sublease their homes.

### 6. GUESTS

All persons who are not registered with Community Management as approved occupants of a home within the Community and who are transient occupants of a home on Community premises at the invitation of the Residents thereof, are defined as Guests. Homeowners shall be solely responsible for the conduct of their Guests. All Guests must comply with the Community Operating Documents.

### 7. PERSONAL CONDUCT AND NOISE

Noise or conduct that disturbs the peaceful enjoyment of the Community, or is a nuisance to other Residents, is prohibited. Behavior that disturbs the quiet enjoyment of others shall not be permitted at any time in the Community. Actions that may be dangerous or may create a health and safety problem are not permitted. Residents must keep noise levels to a minimum, from whatever source. Complaints filed with Community Management, submitted in writing, by Residents concerning noise or disturbances caused by another Resident or such Resident's guests shall be considered as evidence of a violation of these Rules and Regulations.

- A. Persons under the influence of alcohol or any other substance shall not be permitted in any area of the Community that is generally open to Residents and their Guests. No alcohol beverages or narcotics are to be consumed in the Common Areas of the Community except that alcohol consumption or use may be allowed for Resident sponsored functions or activities upon prior written consent of Community Management. Such consent shall not be unreasonably withheld, but may require proof of a current

and valid host-liquor-liability insurance policy providing liability coverage for such function or activity.

- B. Smoking is prohibited in all common areas of the Community, streets excluded.
- C. Homeowners will be held responsible for their Guests' conduct.
- D. Illegal drugs are not permitted.
- E. Except for properly installed barbecues, open fires may not be built within the Community.
- F. Persons under the age of 18 must observe a curfew of 10:00 p.m. as per County of Los Angeles curfew codes.
- G. Frisbee, ball throwing, or similar activities are allowed only in the following areas of the community:
  - 1) Within the Resident's own yard
  - 2) The grass areas next to the pool
  - 3) The parks around the Community

For the safety of the participants and quiet enjoyment of Residents such activities are not allowed within:

- 1) The Community streets
- 2) The RV storage area

Persons engaging in such activity must take all precautions to not injure or unduly disturb other Residents, Guests, employees or cause property damage to homes, Common Area structures, automobiles, or other property – **Formally 12 V.**

- H. Management, as directed by the Association, reserves the right, in its sole and absolute discretion, to prohibit any Resident or Guest from engaging in any activities as follows:
  - 1) Any activity that is deemed a nuisance or violates any rule or section of the CC&R's as based on the sole discretion of Management.
  - 2) Any activity that is deemed to be reckless or the continuation of such activity will pose a risk of injury to the participant or others.
  - 3) Neither Management nor the Association is responsible for any injury or damage to any person or property resulting from such activity.
  - 4) Management reserves the right to stop any recreational activity, which is reasonably believes, at the time, violates this provision. – **Formally 12W.**

## 8. TRESPASSING

Residents and their Guests shall not encroach or trespass on any other home site, mailbox, or upon any area which is not open for general use by Residents and their Guests. Violations of Community Operating Documents caused by Guests of Residents are considered to be violations by that Homeowner. Homeowner is responsible for all damages caused by any Guests or Occupants of the Homeowner. All Community property, which is not for the use of Residents and their Guests, including but not limited to gas, electric, water and sewer connections, equipment connected with

utility services, and tools or equipment for Community Management, shall not be used, tampered with, or interfered with in any way.

## 9. WEAPONS

The use or display of weapons within the Community Common Area by Homeowners, Residents or Guests is prohibited. Weapons shall include but not be limited to firearms, bows and arrows, knives, fireworks, air rifles, slingshots, BB guns, and similar types of weapons.

## 10. ANIMALS

The following were additions/amendments to the pet policies as Updated on 6/30/14 and adopted on 6/23/14:

- A. A house pet is defined as a domestic animal that spends its primary existence within the home. This includes dogs, cats, hamsters, birds, fish, reptiles, etc.
- B. The following dog breeds are not allowed in the Community: Pit Bull (including American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier), Pit Bull Mix, Doberman Pinscher, Chow Chow, Rottweiler, Akita, and Wolf/Wolf-hybrid. If a dog appears to be a mix of any of the above breeds, the HOA reserves the right to request one or more of the following:
  - A DNA-test at the dog owner's expense provided by the HOA's choice of a reputable vendor.
  - Proof of liability insurance that covers the dog. Owner must provide continuous proof of liability insurance clearly stating that the Insurance Company is aware of the breed of dog and there is no "dog exclusion" on the policy\for that particular individual dog. This proof must be renewed and resubmitted each policy term prior to expiration of current policy and remain in effect continuously without lapse.
  - Proof of the dog's completion of the AKC's Canine Good Citizenship certification or equivalent training (added back by rules appeal ballot September 22, 2014).
- C. Residents with cats or dogs must complete, sign, and return a Pet Agreement with a recent photo of each cat or dog to the onsite manager.
- D. Dogs and cats are not to exceed two (2) in the aggregate per residence.
- E. Dogs known to be vicious or dangerous, according to L.A. County Animal Care and Control, are not allowed in the Community.
- F. Any dogs found to attack, menace, chase, display threatening or aggressive behavior, or otherwise threaten or endanger the safety of any person or domestic animal are subject to Board investigation and may not be allowed in the Community.
- G. Pets shall not be permitted to roam at large.

- H. Dogs and cats must be restrained by a substantial chain or leash not exceeding six feet in length and must be in the charge, care, custody or control of a competent person at all times when outside the Resident's home.
- I. Pets are not allowed upon private residential lots without permission other than those of the person owning or having charge, care, custody or control of the pet. property or premises other than those of the person owning or having charge, care, custody, or control of the pet
- J. Pet owners or custodians must immediately remove all excrement left by their pets anywhere in the Community, including the dog park, trail areas, and the Pet Owner's Lot or dwelling.
- K. Pets must not urinate or defecate on any private residential lots other than those of the person owning or having charge, care, custody, or control of such animal.
- L. Dogs must not bark continuously or for an extended amount of time.
- M. Pets must not be a nuisance or cause damage in the Community.
- N. Pets must not be tethered, tied, or chained outside or left outside, including in a fenced yard without the owner or custodian being in attendance.
- O. Residents are responsible for any violation of rules, any damage to property and/or any physical injury caused by their pets or their guests' pets.
- P. The HOA is not responsible for any damage to property or physical injury caused by any animals.
- Q. All Los Angeles County Animal Care & Control Codes and Ordinances and California Department of Housing and Community Development (HCD) Title 25 codes apply.

## 11. OCCUPANCY

Per Title 25, no home may be occupied by more than two (2) persons per bedroom as designed by the builder, plus one (1) additional person per home.

## 12. VEHICLES, TRAFFIC AND PARKING

**Per Title 25, "no roadway shall be maintained to be less than 32 feet in width if car parking is permitted on one side of the roadway and not less than 40 feet in width if parking is permitted on both sides of a roadway." With few exceptions, our community roadways do not meet the criteria of 32 feet in width. Therefore, street parking is not permitted. Any vehicle that is deemed to be in violation of this regulation, or to be parked in a manner that is considered a safety or liability risk by the Association, may be subject to immediate towing without prior notice.**

- A. The Community streets are private and not public thoroughfares. Management has the right and authority to regulate and administer parking policies. However, Management does not assume any liability nor are they required to police for these activities.

- B. Residents must park their vehicles on their own designated driveways or other architecturally approved portion of their property specifically designated for parking. Parking on lawns or in gardens is not permitted. Vehicles must be parked wholly within lot boundaries and may not extend onto streets or other Common Areas. Vehicles may not impede traffic or safety. This rule is subject Formally 12N.
- C. Community Management will ban from the Community any vehicles, which in its sole judgment, interfere with the peace, privacy, and/or general welfare of other Residents or the appearance of the Community. Formally 12E.
- D. Homeowners and Residents are responsible for their Guests complying with the parking rules of the Community. Formally 12G.
- E. Vehicles may not block mailboxes, as the postal carriers are not permitted to leave their mail trucks to deliver mail. Formally 12H
- F. Any service or construction vehicle not being directly used for service or repair (i.e. cement truck, welding truck, truck carrying heavy material or tools) must be parked in designated driveways on the premises or in overflow parking. At no time may such vehicles be parked opposite each other on both sides of a street. Formally 12I
- G. Mechanical or other repair of vehicles is not permitted other than for emergencies. See CC&R's Section 8.9. Formally 12J
- H. Routine parking of large (over 10,000 pound GVW) or heavy-duty trucks or trailers on home sites or streets is not allowed. Light duty two-axle motor vehicles such as vans or pick up trucks will be permitted. Signage on vehicles may not create a commercial zone or billboard atmosphere within the Community. Commercial trucks, boats, off-road vehicles, campers, motor homes, step vans, or other large vehicles may possibly be parked within the RV storage facility when space is available and as approved by Management. An exception shall be made for those commercial vehicles that were located in the Community as of December 31, 1999. These vehicles may continue to be parked on the Owner's lot. This right expires when the Homeowner sells his/her home or replaces the existing vehicle, unless it is replaced with one that is similar in size and appearance to the existing vehicle. No person may remain overnight or otherwise reside in the Common Area or RV storage area in any camper, motor home or other vehicle. Formally 12K.
- I. All Resident and long-term Guest vehicles must be registered with onsite Management. "Registered," means a written notification connecting the vehicle's license number to a particular lot address. Sleeping in vehicles is not permitted anywhere in the Community. Formally 12L.
- J. Recreational vehicles may park within an architecturally approved and established parking area on a lot for a maximum of 24 hours for the purpose of loading and unloading the RV. Formally 12M.
- K. Vehicles parked or operated in violation of the governing documents or Rules & Regulations may be towed away without notice at the vehicle owner's expense, payable to the towing service and not to the Association. Formally 12O.

- L. Driving in excess of posted speed limits is absolutely prohibited. All autos, motorcycles, mopeds and any other vehicles must observe the speed limit of fifteen (15) miles per hour and obey all “stop” signs and other posted regulations. A full stop must be made at all “stop” signs. Formally 12Q
- M. Motorcycles and mopeds are permitted only as transportation via the shortest route in and out of the Community. Joy riding by Residents or Guests is prohibited within the Community. Bicycling, skateboarding, roller-skating or roller-blading is only allowed within the Community when done responsibly. Management reserves the right to stop any such activities, which at the time, it reasonably believes to be hazardous, negligent, irresponsible or disturbing to others. Management is not responsible for any injury or damage to any person or property resulting from such activity. Formally 12R.
- N. Bicyclists and pedestrians have the right of way. Formally 12S
- O. Only individuals having a current and valid driver’s license may operate a motor powered vehicle, whether gas or electric, in the Community. Formally 12T.
- P. Parking Violation fine policy:
  - 1. First Violation: A warning letter will be sent to the owner of the lot
  - 2. Second Violation: \$50.00 after a hearing, within 6 month period from first violation.
  - 3. Third Violation: \$100.00, within a 6 month period from the first violation.
  - 4. Fourth and subsequent violation(s): \$250.00, within a 6 month period from the 1<sup>st</sup> violation.
- Q. All vehicles must have liability insurance and must be licensed and used for regular/daily personal transportation. Formally part of 12B
- R. Vehicles may not be stored on the Resident’s lot. Vehicles without current licenses and tags, which are inoperable, or are in a state of disrepair, may be stored on the lot for 15 days or 30 days if the vehicle is covered. Vehicles that are stored in Resident’s enclosed garage are exempt from this rule. The Board of Directors can be petitioned to grant variances to extend storage time limit.
- S. Streets are designated for emergency vehicle access and may not be blocked at any time. The street right-of-way and Common Areas may not be used for parking except where designated. Residents may not park on other Resident’s lots or on vacant lots without the Homeowner’s express permission.
- T. There is limited parking in some parts of the Common Areas. These are deemed as Guest Parking. These parking spaces are available on a first-come first-serve basis. (Revised August 24, 2009 as rental parking system with fee never instituted and needed to remove that language)
- U. Excessive or repeated incidences of noise from car alarms will be considered a nuisance and subject to enforcement action at the discretion of Management.
- V. Vehicle washing is not permitted on the Resident’s lots or Common Areas except in the designated car wash area located at the corner of Mohawk and Cherokee. The car wash area is available for Resident use only. Use hours and days are from 8:00 a.m. to 8:00 p.m. weekdays and 10:00 a.m. to 8:00 p.m. weekends and holidays, or as posted.

X. The Association hereby notes that the following action will be taken in response to parking violations as noted above:

- 1) The Association will attempt to provide two courtesy warning notices (or tickets) on vehicles in violation of any of these rules.
- 2) A third violation will result in the offending vehicle being towed. Retrieval fees will be the responsibility of the vehicle's owner.
- 3) A third violation will also result in a HOA Board hearing and a fine up to \$250.00. All further violations will be considered a continuing violation and subject to additional fines per incident without further hearings being required
- 4) Any vehicle may be towed without prior warning if it is deemed necessary to prevent a safety hazard or in an emergency.
- 5) Any violation repeated more than once in a six-month period of time will be considered a "continuing violation" and subject to immediate hearing and enforcement without additional warning notices being sent.
- 6) All violations will be automatically subject to a continuing fine, towing, or any other legal remedies available.

### 13. FIRE EXTINGUISHERS

Fire extinguishers are located throughout the Community for emergency use. Please notify the Community Manager when an extinguisher has been used so it may be recharged.

### 14. RECREATION BUILDING/CLUBHOUSE

The recreation building facilities are for the exclusive use of Residents and their Guests. The Resident must accompany any Guest who wishes to use the facilities. Management may, at its discretion, grant exceptions. Due to risk of injury in the Fitness Room, an adult must accompany children under 16. All equipment or facility use is at your own risk.

### 15. SWIMMING POOL AND HYDRO-THERAPY POOL

No lifeguard is on duty and all use of the swimming pool and therapy pool are at one's own risk. All posted pool and spa regulations, some of which are listed here, must be observed.

- A. Non-toilet trained children or individuals who are incontinent must wear appropriate protective swim diaper/garment.
- B. No pets allowed.
- C. Please shower prior to entering pool or spa. Facilities are provided.
- D. Swimwear should be confined to the immediate pool area and is not appropriate attire for the Community building.
- E. No running, jumping or diving allowed.
- F. Emergency Medical Services – dial 911. The nearest phone to the pool area is located by the electric gate.
- G. An adult (person over eighteen years of age) must accompany children under the age of 14.



- H. The pool and spa are open for use during posted hours. Hours may vary based on maintenance requirements, seasonable, variations, artificial lighting, etc.
- I. No glass, alcohol, or smoking allowed in the pool area.
- J. No food or beverage permitted while in the pool or spa.
- K. All recreational areas area closed at 10:30 p.m. (or as posted) each evening unless the recreation room is rented through the reservation process and then closing hours are per the approved event application. Loitering in or around these areas is prohibited after 10:30 p.m.
- L. Pregnant women should consult with a doctor prior to using the spa.
- M. The number of non-resident guests for the pool is limited to six per household. More than that requires prior approval by management during regular business hours. (July 2010).
- N. Per current LA County Heath Code, persons having currently active diarrhea or who have had active diarrhea within the previous 14 days shall not be allowed to enter the pool water.
- O. Children under the age of five years old are not permitted in the spa.
- P. All trash must be disposed of in proper receptacles.

#### 16. PRIVATE PARTIES

A Resident who wishes to reserve the clubhouse or recreation facilities for a private party shall apply in writing to the Community Manager. Please note no "general invitation" parties may be given.

Reservations will require a damage and cleaning deposit. Depending upon the nature and size of the event, a reservation may also require the Resident to provide any or all of the following: proof of insurance, a plan for Guest parking and a contract patrol service.

The Resident sponsoring the event will be held responsible for the proper conduct of Guests and any damages to the premises or injuries to Guests or personal property of the Guests. Resident is responsible for Guests adhering to the Community Operating Documents.

#### 17. LAUNDRY ROOM

Laundry facilities are available for use daily during posted hours. These facilities close from time to time. Use of equipment is at one's own risk.

#### 18. RV STORAGE

Recreational vehicle storage facilities are available for a monthly rental fee on a first-come, first serve basis. These sites are for Top O' Topanga Residents only. Spaces are to be used solely for parking and storage of recreational or motorized vehicles; no storage sheds or structures may be constructed on the spaces. Spaces may not be sublet and are not transferable or assignable to other Residents or a new Resident should the existing Resident sell their home.

"The Purpose of the RV lot is for the use of the RV Lot Tenants and Management. Loitering is prohibited." (Rule approved and adopted November 26, 2012)

## 19. TRASH/GARBAGE

- A. All garbage must be wrapped and placed in a garbage container and securely closed at all times. Containers are to be placed in an area least noticeable from the street.
- B. Dumpsters are available for yard trash and cuttings, which must first be put in plastic bags. Limbs must be tied in bundles, none over three feet in length. Cardboard boxes must be broken down flat.
- C. Sanitary napkins, tampons, metal, rubber, clothes, plastic, paper towels, fabric, grease, toxic chemicals, oil-base paint and the like are not to be disposed of in home or Community toilets or drains. Expenses of purging stoppages of sewer lines of such or similar foreign objects shall be the burden of the Homeowner whose home occupies the home site from which the foreign object originated. All costs of collecting the expense of purging the lines, including, a reasonable attorney's fee, in the event a Homeowner fails to pay the expenses within five (5) days after written demand, shall also be the burden of such Homeowner.
- D. The rubbish removal company will pick up trash weekly. All rubbish and garbage must be securely bagged in plastic bags and placed in trash receptacles at street's edge on designated days and times of pickup.
- E. Rule Adopted April 2014 - *"Misuse of trash or recycling bins will result in fines of up to \$250 for each violation."*

*No construction material may be put in trash bins; it must be taken off site and not left on Top O' Topanga property. Placement of non-recyclable materials is not permitted in the recycle bins. All cardboard boxes must be broken down. No overfilling of bins. No electronics or e-waste may be placed in bins."*

## 20. ARCHITECTURAL AND LANDSCAPING SPECIFICATIONS AND STANDARDS

In all matters concerning the installation of the home and all improvements, the Resident is required to comply with the Architectural and Landscaping Specifications of Top O' Topanga which are incorporated by reference into these Rules and Regulations. In the event of any conflict in the terms of the Rules and Regulations and the Architectural Landscaping Specifications, the terms of the latter shall prevail.

## 21. LOT IMPROVEMENT BY HOMEOWNER

- A. Any construction of or addition to a home, and its location, including but not limited to porches, skirting, steps, awnings, utility buildings, air conditioners, concrete slabs, carports, and the like, will not be permitted unless the Homeowner obtains prior written approval from the Architectural Committee and obtains the necessary governmental approvals and permits when required. If electrical, mechanical or plumbing is upgraded, such upgraded service shall be at the sole expense of the Homeowner and/or Resident. Approval is necessary to protect the underground utilities, continuity of Community appearance, and the safety of Community residents. In addition to all other remedies available to it, the Association may require the Homeowner to remove any unapproved

construction or addition at the expense of the Homeowner. Please consult Community Management when undertaking projects that require any digging, as certain utility and service connections are underground. Cost of repairs for damaged underground services will be assessed to the Homeowner who damages any underground service. Effective 12/1/03 new gas utility hook-ups will require a \$750.00 hookup fee paid in advance by the owner.

- B. The Homeowner is responsible for maintaining a paved or concrete parking area located on a lot, at their expense.
- C. In the event the Homeowner wishes to extend the paving or concrete available to his lot for use of a vehicle, he or she may do so after obtaining permission from the Architectural Committee, and at the sole cost and expense of the Homeowner.
- D. One "For Sale" sign or equivalent not exceeding 24 x 36 inches may be displayed on the property subject to discretion of Management. One "Now Showing" sign or equivalent may be displayed on the property during the hours that the home is being shown. Realtors, brokers, or service companies working in the Community must show proof of insurance before starting work. Those without proof of insurance on file may be stopped from performing work inside the Community until such proof of insurance is presented. Individual signage may not be posted in the common area except in a location designated by the Board of Directors for the purpose of listing the address for sale or for a house "now showing." Any "sold", "escrow pending", "sale pending" or similar signs must be actually posted onto the physical "for sale" sign and may not extend from or be located outside of the boundary of the "for sale" sign.
- E. Clotheslines are permitted if they are not visible from the street.
- F. No aluminum foil shall be placed in any window in the home.
- G. Any portable basketball hoop must be kept wholly on the resident's property. They may not be on sidewalks, curbs, streets, or common area property. Due to the noise that emanates from playing basketball, please remind all residents and family members to use courtesy when using the equipment and to please adhere to all quiet hours within the community. All portable basketball hoops must be stored when not in use in the side or rear yard or in a manner that is the least visible from the street or common area.  
(May 2009)

## 22. LOT CARE

It shall be the responsibility of the Homeowner and/or Resident to ensure that the home and lot are properly maintained.

- A. All Homeowners and/or Residents must maintain their homes, yards, and all applicable buildings in compliance with all county and state housing and health codes, as well as the Community Operating Documents. Each Homeowner and/or Resident shall be responsible for maintaining homes and lots in a clean, repaired and attractive manner. All debris, boxes, garden tools, bottles, appliances, furniture (except patio furniture), power tools and the like must be stored out of view. Storage under homes is not permitted for health and safety reasons. Each Homeowner and/or Resident is responsible for his/her respective plants and lawns. They are to be kept free of weeds and should not be permitted to become overgrown. The association may periodically

trim trees in excess of twenty (20) feet that are on an owner's lot if the association's arborist deems it is recommended.

- B. Homeowner and/or Residents must leave access through his/her lot and shall place no obstruction which would prevent access in order to read or perform any required service to the utility meter.
- C. Homeowner must repair any water leaks down stream of the meter immediately.
- D. Upon failure of Homeowner and/or Resident to take appropriate corrective action after receipt of written notice for not properly maintaining the home or lot, the Association may, but has no obligation to, have the necessary work performed, and shall have the right to charge the Homeowner the actual cost and expense incurred for materials, equipment and labor. This amount shall be collectable in the same manner as Association dues.
- E. Should the Homeowner's home be destroyed by fire, windstorm, an act of God, or any other means, the Homeowner must remove the salvage and debris from the lot as soon as practical but in no event later than thirty (30) days from the damage. In the event the Homeowner cannot comply with this time frame due to circumstances beyond Homeowner's control, the Homeowner may petition the Association Board of Directors for an extension of this time. It shall be incumbent on the Homeowner to show an extension is warranted.
- F. Water is not to run into the street at any time.
- G. The planting of trees and shrubbery is encouraged. To protect underground utilities, it is necessary to receive written approval from the Architectural Committee prior to planting.
- H. Open view storage of personal items in the driveway, carport or on the home site is prohibited.
- I. Only standard lawn or patio furniture will be permitted on patio or lawn. Patios, verandahs and porches are not to be used for storage of any items, including household furniture, appliances, mopeds, motorcycles, or other vehicles, with the exception of bicycles.
- J. Holiday Decorations – We encourage residents to decorate for holidays but the following guidelines for installation of decorations will be enforced.
  - 1) Decorations may not be installed more than two weeks before a holiday except for Winter Seasonal decorations which may be installed no earlier than Thanksgiving.
  - 2) All decorations must be removed one week after the holiday except for Winter Seasonal decorations, which should be removed by January 31<sup>st</sup>. (approved/adopted September 27, 2010). Updated October 2010 – Association will permit installing decorations up to one month before the holiday and will allow removals up to two weeks after – Winter seasonal Decorations must be removed by January 31<sup>st</sup>.

## 23. COMMUNITY MANAGEMENT ACCESS TO HOME AND HOME LOT

The Community Management shall have the right to enter a lot where necessary in connection with utility readings and for construction, maintenance or repair for the benefit of the Common Area or the Residents in common, after a minimum twenty-four hours prior notice to the Resident. Prior notice is not required in emergencies, for monthly meter reading, or Common Area hillside maintenance.

The owner must make arrangements in advance to have access immediately available during meter reading days each month.

## 24. COMPLIANCE WITH THE LAW

The Homeowner, Resident and his/her Guests must obey all federal, state, and county laws, and all local regulations or ordinances. These Rules and Regulations are intended to comply with all applicable provisions of the law. In the event of any conflict between any of these provisions and the law (including statute, ordinance, agency rule or regulation or published case) these Rules and Regulations shall be read and interpreted in a manner which is consistent with the law.

## 25. INSURANCE AND LIABILITY

The Association does not provide insurance for Homeowner's home or any of Homeowner's other personal property located on or about Community property. The Homeowner is responsible for obtaining insurance, at Homeowner's expense, to cover loss or damage to his home or personal property.

The Association shall not be liable for any loss of, or damage or injury to, the person or property of Homeowner, Resident, or any occupant, Guest, or invitee on the premises, caused by: a) any condition of the premises of the Community; b) any act, fault, or neglect of any Homeowner, Resident or Occupant of the Community, or any Guest or Invitee of any Homeowner, Resident or Occupant of the Community, or of any trespasser; c) fire, water, steam, rain, snow, sleet, hail, wind, flood, sewage odors, electrical current, insects, or any act of God; or d) theft or embezzlement, unless any of the foregoing was caused by willful misconduct or gross negligence of the Association's authorized agents, employees, officers and directors. Homeowner, Resident and/or Guest shall indemnify and hold Association harmless from any loss, cost, damage, or expense arising out of any claim asserted by any person because of any loss of, or damage or injury to, the person or property of any person caused by any act, default, or neglect of any occupant of the premises, or of any Guest or invitee of any Occupant of the premises.

## 26. CHANGE OF RULES AND REGULATIONS

Any of the Rules and Regulations set forth within may be changed by action of the Board of Directors of the Association, provided that any change will be effective only after thirty days notice is provided per civil code.

## 27. ENFORCEMENT OF RULES AND REGULATIONS

The Association has the power to enforce these Rules and Regulations by the procedures set forth in the Community's CC&R's and Bylaws, as well as by means of the Mobile Home Residency Law and other applicable statutes and administrative regulations. Sanctions against violating Residents can include the assessment of a fine, suspension of recreational facility use, suspension of voting rights and any other legal or equitable remedy that may be awarded by a court of law, together with reasonable attorney's fees.

These Rules and Regulations are binding upon all persons in the Community and may be enforced by the Association Board of Directors. These Rules and Regulations do not constitute a contract, warranty or representation that the Board of Directors can or will in every instance enforce any or every Rule and Regulation for the benefit of any one Resident or Homeowner or group of Residents or Homeowners.

## 28. Fine Schedule

The association will enforce any violations of the governing documents, architectural guidelines or rules & regulations via a fine system or any other legal remedy available to them.

The fine schedule is as follows and may be levied along with any charges for costs incurred due to damage to the common areas by a Resident or his Guest.

### FINE SCHEDULE – adopted/approved 9/27/10

1. First violation for rules violations that are considered non-emergency/safety hazard \$50.00
2. Second violation or automatic for a recurring violation \$100.00 per incident. Any incident that recurs within a six month period is considered an automatic reoccurring incident and subject to a fine without a new hearing. In addition, any problems that continue to exist on an ongoing basis without resolution may be fined automatically on a monthly basis at the highest offense violation rate or on a more frequent basis (up to daily) depending on the severity of the violation – this will be at the Board’s discretion.
3. Vandalism fines will be billed at cost of repair and a \$500.00 fine
4. Safety violations including misuse of common area facilities, parking or storage in fire lanes, dog attacks, etc. may be subject to a fine of up to \$1000 and any costs incurred. The Board will determine the actual fine cost depending on the details of the actual violation.
5. If a new home is to be brought into or removed from the community, there is a minimum ten day notification to the park in order to notify the members. In addition, there is a requirement for a minimum ten day notice for any utility interruptions due to utility changes, new utility hook-ups, etc. Failure to do so may result in a \$2500 fine. (October 2015)

All violations will be considered “continuing” until resolved and will result in subsequent fines being automatically levied without an additional hearing.

These guidelines supersede all others.

TOP O' TOPANGA COMMUNITY ASSOCIATION  
RULES GUIDELINE INFORMATION  
UPDATE September 2005

The Board of Directors would like to take this opportunity to bring to the attention to the members an update to the rules that has been approved by the Board of Directors for distribution to the membership. The intent of these changes is to clarify some of the issues pertaining to architectural submissions and signage for real estate purposes.

- 1) If a member does not commence their alterations, additions or modifications per their submitted and approved plans within six months then the architectural approval will no longer be considered valid. The member must resubmit a new architectural request package for review and approval.
- 2) One "For Sale" sign or equivalent not exceeding 24 x 36 inches may be displayed on the property subject to discretion of Management. One "Now Showing" sign or equivalent may be displayed on the property during the hours that the home is being shown. Realtors, brokers, or service companies working in the Community must show proof of insurance before starting work. Those without proof of insurance on file may be stopped from performing work inside the Community until such proof of insurance is presented. Individual signage may not be posted in the common area except in a location designated by the Board of Directors for the purpose of listing the address for sale or for a house "now showing." Any "sold", "escrow pending", "sale pending" or similar riders must be actually posted on the physical "for sale" sign and may not extend from or be located outside of the boundary of the "for sale" sign.
- 3) All Resident and long-term Guest vehicles must be registered with onsite Management. "Registered," means a written notification connecting the vehicle's license number to a particular lot address. Sleeping in vehicles is not permitted anywhere in the Community.
- 4) Vehicles must be parked wholly within lot boundaries and tires may not extend onto streets or other Common Areas or impede traffic or safety. This rule is subject to the discretion of management.

The Board appreciates your support of the community and your adherence to these policies. Thank you for your co-operation and if you should have any questions, please feel free to contact David Soliz or Lordon Management.

Sincerely,

Top O' Topanga  
Community Association

TOP O' TOPANGA COMMUNITY ASSOCIATION  
RULES GUIDELINE INFORMATION  
UPDATE August 2005

The Board of Directors would like to take this opportunity to both remind owners and residents of the guidelines for a couple of issues that were recently brought to the Board of Directors attention by community members.

- 1) Please be advised that there has been an update to the rules Section 1-8 general requirements - All new homes that are brought into the community must have two designated Architecturally (ARC) approved parking spaces that are wholly contained within the lot. Any existing homes that are remodeled or modified will be required to retain a minimum of two designated parking spaces.
- 2) Please note that the brown mail tubes that were installed by the association are for the use of the association and management and not for solicitation material. This issue will be reviewed again in the future to determine if other uses will be permitted.
- 3) As a reminder, please note that members will be provided only one courtesy violation notice when a situation requiring correction is noted. In addition, additional fines have been added to the fine schedule by the Board of Directors as follows in order to address serious issues that arise within the community that may be a threat to personal safety or property:
  - a. A fine of up to \$250 may be levied for failure to follow directives of management.
  - b. A fine of up to \$500 may be levied for any safety issues

The Board appreciates your support of the community and your adherence to these policies. Thank you for your co-operation and if you should have any questions, please feel free to contact David Soliz or Lordon Management.

Sincerely,

Top O' Topanga  
Community Association



TOP O' TOPANGA COMMUNITY ASSOCIATION

July 2005

RULES GUIDELINE INFORMATION UPDATE

The Board of Directors would like to take this opportunity to both remind owners and residents of the guidelines for a couple of issues that were recently brought to the Board of Directors attention by community members.

- 1) Please note that any portable basketball hoops must be kept wholly on the resident's property. They may not be on sidewalks, curbs, streets, or common area property. Due to the noise that emanates from the continuous playing of basketball, please remind all residents and family members to use courtesy when using the equipment and to please adhere to all "quiet" hours within the community.
- 2) Only one real estate sign is permitted per property. The signs may not be posted in the common area. In addition, there are no "rider" signs permitted (these are signs that hang from the actual real estate sign). In addition, any "sold", "escrow pending", "sale pending" or similar signs must be actually posted onto the physical "for sale" sign and may not extend from or be located outside of the boundary of the "for sale" sign.

The Board appreciates the needs of residents to both have recreational activities and to advertise their home for sale. However, it is important that the aesthetic needs and the need for "quiet enjoyment" must also be preserved for other residents.

Thank you for your co-operation and support in regard to these matters.

Sincerely,

Top O' Topanga  
Community Association

REMINDER  
UTILITY LINES – WATER, GAS, ELECTRIC

The Association has its own utility infrastructure and there are lines that may run through your lot that may be the association's responsibility to maintain.

Typically, the owner is responsible for repairs between the meter and the home or where the plumbing lines enter the main. In addition, the owner may be responsible for damage to the lines or mains if construction damages them or if HOA tree roots damage the lines, etc.

If you contact the HOA for plumbing, electrical or gas repairs the HOA may send out a contractor to ascertain what the problem is. If the problem falls under the "owner responsibility" area of maintenance/replacement, then you will be forwarded the bill for reimbursement.

The HOA has contractors that are familiar with the HOA lines, so if the problem is believed to be HOA responsibility for repair/replacement then please contact Lordon or David Soliz at the onsite office.

Thank you.