

CANAL WEST HOA
100 South Venice Boulevard, Venice, CA 90291
RULES & REGULATIONS

Enacted in February 1989
Last Revised May 2018

STATEMENT OF GENERAL POLICY

Recognizing the individual and collective property investments represented by the membership of the "Canal West Condominiums", the Board of Directors has authorized the preparation and distribution of these Rules & Regulations (R&Rs).

The Covenants, Conditions, & Restrictions of Ownership (CC&Rs) give the Board of Directors the power and authority to establish reasonable rules & regulations governing the use of the common areas, and the personal conduct of the members and/or their tenants, guests, visitors, and invitees thereon, and to establish monetary penalties for the infraction thereof. These R&Rs work in conjunction with the CC&Rs, which always remains the controlling document for the association, and California law, to speak more specifically regarding particular concerns and to clear up any ambiguity in the CC&Rs language.

The overriding philosophy is to establish a set of guidelines that will permit the reasonable maintenance of an enjoyable lifestyle for all owners & residents, enhance our property values, maintain curb appeal, and promote the marketability of the building as a whole.

Owner and resident cooperation in supporting not only the letter but the spirit of these rules & regulations will contribute significantly to the protection of the rights and privileges of all who reside in this community.

GENERAL RULES

1. The climbing in or upon trees, roofs, walls, fences, or railings is strictly prohibited. Should damage result, the homeowner responsible will be billed for the replacement or repair cost, and if a tenant causes the damage, the owner of the offending unit will be billed accordingly (It is the unit owners responsibility to collect any moneys due them from their tenants, not the Association's).
2. Trash is to be disposed of in proper receptacles not discarded on or about the common areas of the community.
3. Any commercial venture, which is intrusive to the community as a whole, or would cause an increase to the Association's insurance premiums, is strictly prohibited.
4. No personal items of any kind are to be left or stored in the common areas at any time, including, but not limited to, the front patio, the bike room, the roof deck, the roof, outside the front of units, stairwells, hallways/walls, or in the parking garage. Personal items other than bicycles in the bike room are strictly prohibited.

5. Clotheslines shall not be erected or maintained in or on any patio, balcony or common area component.
6. No articles of clothing, towels, rugs, mats, blankets, etc. are to be hung from unit windows, fences, balconies or railings to dry at any time.
7. Trash cans, bottles, brooms, etc., are to be kept inside the units and out of view, not on balconies or patios.
8. To help maintain our environment, all owners and residents are encouraged to separate their trash and recycling and dispose of it accordingly in the designated bins in the parking garage (large metal bin for trash and blue bins for recycling).
9. All trash must be bagged and secured with a tie before placing in the trash bin. All boxes must be broken down first and then placed completely within the recycling bin. Our trash & recycling pickups do not include any items left outside the bins.
10. All state and local ordinances must be adhered to regarding the storage of flammable articles such as gasoline, kerosene, lighter fluid, paint, paint thinner, etc. Flammables cannot be stored in the common areas. Exception: The Association may store paint and other flammable items that it owns in the bike room.
11. Bulky refuse such as wooden boxes, tires, batteries, furniture, appliances, etc., must be removed from the complex by the owner/resident at their own expense. Any expenses incurred by the Association due to the abandonment of such items within the project shall be assessed to the owner of the offending unit regardless if that unit is leased (It is the unit owners responsibility to collect any moneys due them from their tenants, not the Association's).
12. All posted signs and painted curbs must be adhered to at all times.
13. All federal, state, county and city ordinances shall be adhered to at all times.
14. Anyone tampering with equipment or any common facilities, components, etc., will be subject to fines and/or cost of repairs, if any, as determined by the Board of Directors.
15. Moving in and out of the building is permitted from 8:00 AM to 6:00 PM Monday – Friday, and 9:00 AM to 5:00 PM Saturday & Sunday. Moving in or out on holidays is prohibited.
16. The propping open of common area doors or gates in the complex is strictly prohibited. Not only does it undermine the security of the building, it also undermines the safety of the residents by inviting crime to occur. If a door must be propped open for moving items in or out, someone must be posted at the door to prevent strangers from entering.
17. Loud noises, shouting, yelling, screaming, fighting, running, horseplay, etc., in the common areas is strictly prohibited.
18. Objects which block or clutter any entranceways or walkways are extremely dangerous and are strictly prohibited.

19. Residents cannot use, borrow, or remove Association equipment or property from the common areas.
20. Care should be taken when using water on the balconies so that damage or a nuisance is not created to the downstairs resident or the property thereof. Over watering is not acceptable, and saucers should be used under all potted plants to prevent overflows.
21. Pursuant to the CC&Rs, monthly assessments are due on the 1st day of each month and are considered late if not received in the office of the Association (management company), not postmarked, within fifteen (15) days and shall incur a late charge not to exceed 10% of the total monthly fees, for each month of delinquency.
22. All of the R&Rs herein may be changed, deleted, or added to at any time by the Board of Directors with a thirty (30) day written notice to the homeowners of such action.
23. Violation of the CC&Rs and/or R&Rs shall result in a fine assessment after conducting a hearing if the violation is not corrected within the time specified on a warning notice.
24. Homeowners and tenants are responsible for the conduct and safety of their guests, visitors, and invitees, and must see to it that they abide by all Association guidelines at all times while on-site.
25. Use of the provided guest parking space is exclusively for the guests of residents only. Use of this space is limited to and may not exceed two (2) days in any seven (7) day (Monday – Sunday) period by any one individual and/or vehicle.
26. There will be a non-refundable move-in and move-out fee of \$150 each (in + out = \$300.00) charged to the homeowner of a unit for each change in tenancy, even those units are leased furnished. There will also be a refundable deposit of \$250 per move. Both deposits should be provided to Management no later than three business days prior to the scheduled move in date. Move In/ Out Deposits not received prior to moving in will be charged in full to the owners account.
27. The non-refundable move in will be deposited into the Association's operating account upon receipt. The homeowner is responsible for paying this fee for any renters who move in or out. This fee will be used for expenses of common floor cleanup, extra trash pickup, hallway wall touch-ups, intercom programming, updating Association records, etc. as needed.
28. The interior of the elevator was renovated in 2012, and the building now has protective utility moving pads that MUST be hung in the elevator during any move, in order to protect the interior finish from any damage. Please coordinate the usage of the elevator pads with a Board member or authorized representative and remember that any damage occurring in the elevator without the use of the pads will be charged to the offending Unit owner.
29. All lock boxes must be approved by the Board of Directors. A request is to be submitted to Management, including the following: name of applicant, name of person(s) having access, time period, proposed location, and identifying marking on lockbox. Any unapproved lock box is subject to removal at the owner's expense.

WATER AND/OR DAMAGE REPORTING & RESPONSIBILITY

1. ANY damage incurred to any unit that is believed to be the responsibility of the HOA must be brought to the attention of the Board of Directors and/or Management Company within 30 days of the occurrence. (This includes plumbing issues, possible roof leaks, etc.) Anything brought forward after that time will become the sole responsibility of the unit owner, not the Association.
2. Any plumbing backups and resulting damage determined to be caused by improper disposal of products* will be the responsibility of the unit or units involved. Any expenditure incurred by the Association may be billed back to the unit or units in question and a fine of not less than
3. \$250.00 may be assessed for each incident.
4. *NOTE: Although many products claim to be flushable, they are not. They simply do not break down fast enough to avoid stoppages. These products include, but are not limited to, the following:
5. Toilets – Tampons, sanitary napkins, sanitary pads, medicated wipes, hygiene wipes, baby wipes, cleaning wipes, napkins, paper towels, cotton swabs (Q-Tips), clothing, kitty litter, food products, construction debris (paint, grout, sponges, brushes, construction chemicals/adhesives), etc. The ONLY item that should be flushed down a toilet is toilet paper.
6. Sinks – Rice, pasta, potatoes & potato peels, vegetables & vegetable peels, fruit & fruit rinds, grease, oil, nuts, hard candy, construction debris (paint, grout, rinsing sponges or brushes, construction chemicals/adhesives), etc.

ANNOYANCE AND NUISANCE RULES

1. This policy is enacted to protect, preserve and promote the health, safety, welfare and quality of life for the residents of Canal West Condominiums through the reduction, control and prevention of any annoyance or nuisance. Condominium living requires that each resident regulate the occupancy and use of his or her Unit so as not to unreasonably or unnecessarily disturb any other resident.
2. No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit, or the Common Areas, nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Unit Owners or occupants.
3. People have the right to an environment free from excessive sound and vibration. No Unit Owner or occupant shall make or permit any disturbing noises by himself or herself, his or her family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts, or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall operate (or allow to be operated) any audio/video equipment (including musical instruments) at a volume or in such other manner that it causes unreasonable disturbances to other Unit Owners or occupants.
4. This shall be a community, home and property relatively free of noise. Voices, TV, radio, live and recorded music (especially music with bass reverberation) shall be moderated at all times in keeping with a community living environment. There will be “quiet hours” between 10:00 PM - 8:00 AM Monday through

Friday, and 10:00-pm – 9:00am Saturday and Sunday and Holidays. Any use of the common areas must abide by the “quiet hours” as well, in consideration of the units adjoining any common areas.

5. People have the right to an environment free from harmful and offensive odors. No Unit Owner or occupant shall introduce or allow to be introduced harmful or offensive odors by himself or herself, his or her family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts, or convenience of other Unit Owners or occupants. Drifting secondhand smoke is one example of an unreasonable disturbance. Units causing drifting secondhand smoke that disturbs other residents may be subject to a fine for each occurrence.
6. The following will be exempt from the above: fire and security alarms (whether general throughout the building or from an individual unit or vehicle); police, fire, and medical personnel and their vehicles, when responding to an emergency; contractors and their vehicles, while in the employ of the Canal West Condominiums.

SMOKING RESTRICTIONS

1. Canal West Condominiums recognizes that secondhand smoke is harmful to the health of those breathing it. In addition, secondhand smoke can increase condo maintenance costs (sealing and repainting walls and cabinets, replacing carpets, cleaning the ventilation units of affected Units) as well as decrease a unit’s resale value.
2. In recognition of these concerns, Canal West Condominiums has adopted the following policy regarding smoking on the premises:
3. Common Areas and Exclusive Use Common Areas: Smoking of any substance, including, but not limited to, cigarettes, cigars, pipes, cloves, medical marijuana, etc. is not allowed in the building common areas: hallways, elevator, mezzanine, garage, laundry room, patio & lawn areas, roof deck, front or back entries, nor in the Exclusive Use Common Areas such as balconies. Smoking is only allowed inside the unit as long as no nuisance is reported by other Owners or residents.

ARCHITECTURAL GUIDELINES AND RULES

1. In lieu of an Architectural Review Committee (ARC) the Board of Directors will serve as the ARC for the Association pursuant to the CC&Rs of the Association.
2. All exterior modifications, alterations, or penetrations shall be subject to the prior approval of the ARC and cannot be installed without prior written authorization from the Board of Directors.
3. No commercial signs of any kind shall be displayed to the public view from balconies or windows. Real estate “for sale” or “for rent” signs are allowed on sign trees only. Contact the management company for approved dimensions.
4. Personal plants, flowers, trees, etc. on balconies or patios are to be maintained in an attractive condition at all times. Dead plants, flowers, trees, etc. are not allowed and must be removed or replaced immediately. Any plants on balcony railings must be securely affixed to prevent any plants from falling below. Any damage to railings or other building property caused by overwatering or other resident negligence will be billed to the Unit owner.

5. Awnings, sunshades and exterior shutters shall be subject to the prior approval of the ARC and cannot be installed without prior written authorization from the Board of Directors.
6. The use of aluminum foil, paper, paint, towels, blankets, or other unconventional materials for window coverings is strictly prohibited. Traditional blinds, sheers, or curtains are acceptable.
7. Any visible seasonal holiday decorations can be put up no more than two (2) weeks in advance of the holiday and must be removed within two (2) weeks following the holiday. Owners will be responsible for any resulting damage.
8. Any item visible from the common areas falls under the jurisdiction of the Association.
9. Major renovations to the interior of any unit that affects the common area portions of the building in any way shape or form, or is structural in nature, must be approved by the Board of Directors in writing prior to the commencement of work. Plans, drawings, schematics, permits, contractor insurance naming the Association as an additionally insured, etc. as are applicable must be submitted in writing with your request and approved prior to commencement of work.
10. Work and/or repair hours are 8:00 AM to 6:00 PM Monday – Friday, and 9:00 AM to 5:00 PM Saturdays. No construction or renovation work is allowed on Sundays or holidays.
11. Preservation of Sound Isolating Qualities. The use of wall-to-wall carpeting in all areas except entries, kitchens and bathrooms in all units, is encouraged because of its superior sound impact insulation. If a flooring material other than carpet is to be installed, it must be approved by the Board in writing prior to installation and must be installed in a manner designed to meet or exceed the California Building Code Sound Transmission Class rating of 50. A guarantee of this sound level result must be included in the contract between the Owner and the Designer/Contractor. Verification by the association may be required upon installation of the sound impact isolation product but is not mandatory (check with management company).
12. The building is wired for Time Warner Cable into each unit. This is the only approved broadband entertainment provider for the building. Satellite dishes and other devices that attach to or penetrate the outside of the building are not permitted without prior board authorization.

PET RULES

1. All county and city ordinances pertaining to pets apply to the "Canal West Condominiums" as well. These ordinances provide that all pets, cats and dogs alike, must be kept on a leash at all times while outside the confines of the owner's unit
2. Pets must be taken outside the complex for their walks and to do their business. Pet waste is not allowed in any common area, including the front lawn and flower bed.
3. Disturbing pet noises are strictly prohibited and should be reported to the animal control authority not to the Board of Directors.

4. Each pet owner shall be solely liable for any damage caused by their pet to the grounds, property or person.
5. The Board of Directors has the right to require removal of any pet or fine any owner whose pet creates a nuisance by excessive noise, waste or by running loose in the common areas.

GARAGE POLICY IN GENERAL

1. Residents may use the garage area only to park personal vehicles that fit the length and width of an individual vehicle space. They may not extend beyond their space. No oversized vehicles, boats or RV's are permitted.
2. Bicycles or motorcycles can be parked within your assigned parking spaces designated lined boundaries. Storage of bicycles must be limited to the common area bike storage room or the interior of units if not within your designated lined parking space. Bicycles stored in the parking spaces must not cause a car parked in the same space to extend past the end of the designated lined parking space, so as to cause difficulty for other residents to enter or exit their own parking spaces or to navigate the garage.
3. Any vehicle not parked fully within the confines of its assigned parking space shall be subject to towing at the vehicle owner's expense, and without prior warning or notice other than the permanent posting of "Tow-Away" signs. Any member of the Board of Directors is authorized to call and have a car towed in violation of the above.
4. Minor (one day maximum) vehicle repairs are permitted in the garage area only. Such repairs may not obstruct pedestrian traffic or cause damage to any surfaces. Cleanup must be made immediately following the repair.
5. Vehicles that leak fluid must be repaired promptly and the fluid cleaned up immediately. Oil drip pans or oil drip mats are acceptable. Cat litter or similar absorbent material is prohibited.
6. Vehicle washing may only be done on the street outside the garage, not in front of the garage gate or inside the garage itself.
7. Storage of personal belongings is allowed inside the individual units only. Garage storage is limited to approved storage lockers only and is not allowed outside the storage lockers.
8. For security reasons, garage spaces shall not be leased to anyone other than current residents of the Association. However, the responsibility and liability for any rented parking spaces as it pertains to the Association remains that of the unit owner of the rented parking space.
9. Spray painting is strictly prohibited inside the garage and all common areas of the community.
10. Neither the Association nor the Board of Directors will be held responsible for the reimbursement of any towing fines or fees that occur as a result of parking rules violations. The vehicle owner is solely responsible for any such fines or fees.

11. Given the Association parking garage is open from parking space to parking space, each owner and/or resident is advised to walk only through the driveway portion of the garage to and from their respective parking space(s), then use the ninety-degree rule to ingress & egress their respective parking spaces. You are not to walk parking space to parking space for your own safety. The Association assumes no responsibility or liability for any slip & fall by anyone in a designated lined parking space. Given each parking space is deeded to each respective Unit, the Unit owner assumes full & sole responsibility and liability for any such accident that may occur in their respective parking space(s).
12. The garage driveway is to be free of obstacles at all times, to allow for ingress and egress of residents. No parking in the driveway by residents, guests, workers, etc.
13. The Parking Space in the Garage designated for the trash/ recycling bins is prohibited from parking. Violators will be towed.

HOMEOWNERS CLAUSE

1. It is the responsibility of every owner to provide the Board of Directors with a current name, mailing address, phone number, and email address for communication purposes. It is the responsibility of the Homeowner to make sure that their tenants receive a copy of the current Rules & Regulations.
2. Homeowners who lease their units are responsible for the actions of their tenants and their tenant's guests, visitors, and invitees. They may be fined for any rule violations of their tenants or their tenants' guests, visitors, and invitees, and be charged for damages done to the common areas or Association property by their tenants or their tenant's guests, visitors, and invitees. Short term or vacation rentals are not permitted, and any lease must be for a minimum of at least six (6) months.
3. Each owner must provide the Board of Directors and management company with the following information about their tenant(s) within 30 days of the tenant(s) occupying the premises:
 4. Name(s) of all tenants residing in the property
 5. Tenant's home, business, emergency contact phone numbers, and a valid email address.
 6. Tenant's vehicle information (make/model/color/license #)

RULES ENFORCEMENT

1. In accordance with the CC&Rs of the "Canal West Condominiums", acting through the Board of Directors, the Board is charged with the great responsibility for maintaining and managing the common areas of the Association, and with enforcing the CC&Rs and R&Rs.
2. Residents should first attempt to work out complaints between themselves. Should a possible rule violation still persist, either a Board member or the building manager should be notified. Owners/residents shall be notified of rule infractions asking for compliance within a specific period of time. Should the compliance date not be met, a hearing will be held, and the Board will be responsible for determining the consequences of the owner's actions, including the possible issuance of a penalty assessment in an amount from \$50.00 to \$500.00, depending on the infraction. Legal action and/or other

remedies as provided for in the CC&Rs will be taken when necessary.

3. The Board of Directors reserves the right to go straight to a fine hearing in lieu of issuing an initial warning letter for especially egregious violations that require urgent and immediate action.

RIGHT TO A HEARING

1. All owners who have been assessed a fine have the right to appeal the fine one time before the Board of Directors. Applications for such a hearing must be made in writing to the Board of Directors within fifteen (15) days of the issuance of the fine notice. The Board of Directors will advise of the date, time and place of the appeal hearing. Failure to apply for a hearing within the allotted period will constitute an admission of guilt and no further appearance may be made.
2. Rules violations should be reported to the management company. Any homeowner can fill out a violation report form and submit it to the Board of Directors and/or the management company. The Board of Directors has final authority in enforcing all CC&Rs and R&Rs provisions.