

HATHAWAY HILL HOMEOWNERS ASSOCIATION

c/o Beven & Brock Property Management Company
P.O. Box 7029
Pasadena, CA 91109-7029

ASSOCIATION RULES

I. Introduction

As an Owner or occupant of a Residence in Hathaway Hill Homeowner's Association (HHHA) you are governed by several sets of laws and regulations: 1. The California Corporations Code, 2. The Articles of Incorporation for HHHA, 3. The Bylaws of HHHA, 4. The Covenants, Conditions and Restrictions (CC&R's) for HHHA and 5. The Association Rules of HHHA as set forth by the Board of Directors. It is important that you read, understand and abide by these governing codes. Owners are responsible for advising all of their respective occupants, guests and invitees of these codes and for assuring their occupants, guests and invitees comply with these codes.

The CC&R's and Association Rules are made for the benefit of the community as a whole and violation of these may result in loss of privileges, imposition of monetary fines and/or other penalties as the Board shall determine pursuant to the Bylaws, CC&R's and/or Association Rules. Your cooperation in following the CC&R's and Association Rules will make Hathaway Hill an enjoyable place to live and result in maximum benefit for all.

The Association Rules do not supersede the Bylaws or CC&R's in any manner but rather are incorporated into the CC&R's by reference. The Association Rules may be changed or modified only by action of the Board.

Please retain the Association Rules for your future reference. The Board may promulgate modifications at any time and from time to time which you should attach as directed at that time.

II. Rules

A. GENERAL

1. Defined Terms. Unless otherwise specified in these Rules, all capitalized terms used herein without definitions shall have the same meaning as assigned to them in the Covenants, Conditions and Restrictions of Hathaway Hill Homeowners Association (CC&R's).

2. Damage to Property. Any direct or indirect damage to Association property, structures or equipment caused by an Owner, his family, guests, employees/contractors, agents or representatives shall be at the sole cost and expense of the responsible Owner.
3. Insurance. No conduct or actions are permitted anywhere within Hathaway Hill which will increase the rate of insurance or cause the Association's policy to be canceled or which will result in uninsurability of Hathaway Hill.
4. Prohibited Activities. No part of any Lot and the Improvements located thereon shall be used for other than residential purposes. No obnoxious or offensive activities shall be carried on nor anything be done which may be or may become an annoyance or nuisance to the neighborhood or which may in any way interfere with the quiet enjoyment of each of the Owners of his respective Lots.
5. Sound Equipment. Owners shall keep the volume on any sound producing device (e.g., televisions, radios, stereos, car stereos, musical instruments, etc.) sufficiently reduced at all times so as not to disturb other Owners.
6. Film Making. The making of films or movies involving commercial enterprise is permitted on an Owner's Lot only with the prior written consent from the Board. Before granting such consent to any Owner all relevant information regarding the proposed filming must be provided to the Board for consideration at least ten (10) business days in advance of the actual date such filming commences. The Board will seek input from other Owners who may be adversely affected before granting permission for the filming and the Board may conditionally grant its consent to such filming with conditions which may include the hiring of security personnel or the posting of a bond or other security.
7. Soliciting Prohibited. Door-to-door soliciting (sales) is prohibited at any time.

B. LANDSCAPING/ARCHITECTURAL

1. Architectural. No improvements of any type (other than living plants and flowers in the patio areas) or any structural alterations to any Improvements shall be made (including but not limited to painting) without first submitting plans and receiving written approval from the Environmental/Architectural Committee pursuant to Articles 13 and 14 of

CC&R's. Paint color must be approved by the Environmental Committee before its application.

2. Landscaping. Each Owner shall plant and acceptably landscape those portions of his Lot which are visible from adjacent streets within six (6) months after each Owner acquires title to their respective Lots.

3. Maintenance. Each Owner shall keep his Lot (including all slopes) free from rubbish, litter and weed at all times. Each Owner shall water and maintain in a healthy condition the plantings and landscaping on his Lot. This is especially important on the slopes which have been planted by W&B Builders to meet City requirements related to slope stability. Each Owner shall maintain all improvements including structures and fences in a clean, sanitary and attractive condition.

3A. Tree/Plant Trimming. Owners of lower lots must maintain their landscaping so as not to block the views from adjacent upper lots (see Section 13(a), Article V of the CC&R's for the definition of "lower lot"). All plantings must be trimmed as necessary to maintain ongoing compliance.

3B Tree Blocking Views. Trees blocking views will be hereafter defined as "overgrown trees that materially affect the view of the complainant's subject property." Such a determination will be made by a majority of the current board and their decision shall be binding upon the offending party.

4. Antennas Prohibited. Outside radio and television antennas shall not be attached to roofs or buildings or placed in locations visible from the streets or adjacent properties.

5. Lighting. Night lighting devices (especially high intensity security lights) may not be installed on an Owner's Lot or Improvements which adversely affect the overall appearance of Hathaway Hill or the enjoyment of adjoining Lots. Owners shall submit plans for lighting devices to the Architectural Committee for approval prior to their installation.

6. Refuse. Trash cans and other rubbish containers shall not be visible from any part of any of the streets and driveways except during the days on which rubbish is collected.

C. ANIMALS

1. Ordinances. City of Los Angeles ordinances pertaining to pets apply in Hathaway Hill. They provide, in part, that pets must either be kept on a leash or confined within the Owner's Lot.

2. Leashes. Pets must be kept on a leash no longer than 6 feet at all times when outside the premises of the Owner.

3. Responsibility. All pets are the responsibility of the respective Homeowner. The pet owner is responsible for cleaning up an animal's waste products immediately when outside of the Owner's Lot.

4. Noise. No animal noise (e.g., excessive or continuous dog barking) shall be permitted that disturbs other Owners.

D. STREETS/VEHICLES/PARKING

1. Speed Limit. The maximum speed limit in Hathaway Hill is 25 m.p.h. Please drive slowly and watch for children.

2. Guard Station. When entering and exiting Hathaway Hill at the Guard Station, please proceed slowly. Do not blow horn or flash lights as you approach the Guard Station. Be patient and allow the security guard to perform the job he has been hired to do.

3. Prohibited Vehicles. No house trailers, boats, boat trailers, campers, RV's, commercial trucks or similar vehicles shall be parked within Hathaway Hill except while being loaded or unloaded for performing services during regular business hours.

4. Vehicle Parking. Residents and guests may park their vehicles on the streets on a temporary basis only. Vehicles are not to be parked on the streets on a long term basis. Vehicles which have not been moved for 72 hours are considered abandoned and will be towed away at the Owner's expense. Vehicles may be parked on Lots only in areas specifically designed for that purpose (e.g., garages and driveways).

5. Vehicle Decals. Each household is entitled to five decals. These decals can only be issued to homeowners of record & permanent residents of the household. Requests for additional decals must be made in writing to the Board stating specific reasons. The parking decals must be affixed on the lower left side of the vehicle on the windshield making it clearly visible to the guards. Decals cannot be hung on the rear view mirror or placed on any other part of the vehicle. Vehicle decals can not be transferred between vehicles for security purposes. If the homeowners sell, transfer or convey their car the decal should be removed and the guards should be notified of the parking decal number.

6. Assumption of Risk. Riding of two-wheel bicycles, three-wheel tricycles, roller skates, skateboards, etc. on Association property is done at the user's own risk. By using such items within Hathaway Hill, such users and their respective guardians, parents, representatives, heirs, successors and assigns indemnify and hold harmless the Association, the Board and its Members from and against any and all damages, losses, claims or liabilities related to, arising out of or as a result of such usage. Owners are directed to provide supervision to their children when they are engaged in these and similar activities to prevent injuries.

7. No Recreational Use of Streets. Motorcycles, motorbikes or recreational vehicles may be ridden on the streets only for the purpose of entering and leaving an Owner's home. Recreational use (joyriding) on the streets is prohibited.

8. Horn Blowing. No excessive or unnecessary blowing of vehicle horns is permitted at any time. Vehicle alarms must be kept in good working order so they do not disturb residents.

E. ENFORCEMENT AND NON-WAIVER

1. Right of Enforcement. Except as otherwise expressly provided herein, the Board shall have the right to enforce any or all of the provisions of the CC&R's and Association Rules against any Lot or Owner. Such right shall include an action for damages, as well as an action to enjoin any violation of the CC&R's and Association Rules. If such an action is brought by the Board, the prevailing party shall be entitled to court costs, reasonable attorneys' fees and costs.

2. Violations and Nuisance. Every act or omission whereby any provision of the CC&R's or Association Rules is violated in whole or in part is hereby declared to be a nuisance and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result and may be exercised as provided in Paragraph E (1) above.

3. Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any of the Lots within Hathaway Hill is hereby declared to be a violation of the Association Rules and subject to all of the enforcement procedures set forth in the Associations Rules.

4. Remedies Cumulative. Each remedy provided by the CC&R's and Association Rules is cumulative and not exclusive. The Board may, at its option, but without the obligation to do so, bring a suit at law to enforce each assessment obligation.

5. Non-Waiver. The failure of the Board to enforce any of the provisions of the CC&R's or Association Rules at any time shall not constitute a waiver to the right thereafter to enforce any such provision or any other provisions of the CC&R's or Association Rules.

6. Monetary Assessment. If any Owner, his family, guests, licensees, tenants or invitees violates the CC&R's or Association Rules, the Board after notice and hearing as set forth in Paragraph F below, in addition to the other remedies available, impose a reasonable monetary assessment (fine) upon such Owner for each violation. The Board may also adopt a schedule of reasonable fines or penalties which, in its reasonable discretion, it may assess against an Owner for failure of the Owner, his family or a resident of or visitor to his Lot to comply with any provision of the CC&R's or Association Rules. Such fines or penalties may only be assessed by the Board after notice and hearing as provided in Paragraph F below.

7. Safety/Flagrant Violation/Repeated Non-Compliance. If any homeowner or invited guest commits a safety violation that poses an imminent danger to a person or property (e.g., reckless driving, speeding, entering or exiting the community through the wrong gate, endangering the safety of residents and the like), such homeowner will be subject to a fine of \$250/-. The same fine applies to homeowners who repeatedly remain non-compliant even after receiving violation letters and fines. The Board shall determine what constitutes safety/flagrant violation and repeated non compliance.

F. NOTICE AND HEARING PROCEDURES

1. Fines. The Board in its discretion shall adopt a list of specific fines and penalties for violation by any Owner of the CC&R's or Association Rules, including suspension of voting and other rights of Owners; provided, however, no such violation shall entitle the Board to cause a forfeiture or abridgement of an Owner's rights to full use & enjoyment of the Lot & Residence, including all necessary access thereto. Such fines and penalties shall be binding on all Owners & may be enforceable by the Board as a monetary assessment. Such remedy shall not be deemed to be exclusive and the Board shall have such other remedies as are provided for by applicable law, the Declaration, the Bylaws, the CC&R's & Association Rules.

2. Procedures. No fine or penalty shall be imposed or levied without the following procedural safeguards:

- a. A written statement of the alleged violations shall be mailed to any Owner against whom such charges are made by first-class or registered mail addressed to such Owner at his last address as shown on the Association's records, and such written statement shall set forth the place, time and date (which date shall not be less than 10 days after the date of mailing of such statement) on which the charges shall be heard.
- b. The Board shall hear the charges and evaluate the evidence or the alleged violation.
- c. At such hearing, the Owner so charged shall have the right to be heard by the presentation of oral or written evidence; provided, however, if the Owner so charged should fail to appear at such hearing, the Board shall nonetheless be entitled to render its decision regarding the charges against the Owner and the Owner shall be bound by and subject to the Board's decision.
- d. Within ten (10) days after the conclusion of such hearing, the panel shall notify the Owner so charged by mail as aforesaid of its decision, which notice shall specify the fines or penalties to be imposed or levied, if any, and the reasons therefore, and which notice shall state that such fines or penalties shall become effective on a certain date which shall not be less than ten (10) days after the date on which such notice is mailed to such Owner (which later date is hereinafter referred to as the "Due Date"). Any fines imposed by the Board pursuant to this paragraph F not paid on or before the Due Date shall bear interest from and after the Due Date at the maximum rate allowed by law, but in no event to exceed ten percent (10%) per annum, until paid in full.

e. **POLICY ON SCHEDULE OF FINES**

The following schedule of fines will be assessed on frequently received complaints and violations about tree trimming, street parking, parking without proper decals and other association rules including CC&Rs.

First violation -- A warning Letter will be sent.

Second Violation -- \$50 per violation per household.

Third Violation -- \$ 100 per violation per household.

Fourth Violation -- \$200 per violation per household.

Flagrant/Safety Violation -- \$250 per violation per household.

Violations and fines must be resolved within 30 days of the notice, or the next level of violation and fee will be applied. Violations affecting the safety of the community or other homeowner will need to be cured immediately. Additional fees may be applied at the discretion of the board depending upon the severity of the violation.

G. RESIDENT INFORMATION SHEETS

Every homeowner and/or resident is required by the Association's governing rules to turn in a new completed Resident Information Sheet (RIS) after January 1st but before January 31 of each year (1/1 – 1/31). The RIS may be turned into the Post Commander at the Guard House or to the Association Management Company representative. A new RIS must be dated, completed and returned by January 31 even if there are no changes to be made.

Homeowners are also required to update their RIS anytime during the year there are changes to the household (i.e.: new cars, residents, frequent guests, hired help etc.). Copies of the RIS are available upon request at the guard house & from the Management company representative.

Homeowners will receive a copy of the RIS along with their December billing statement as a reminder that a completed RIS must be returned by January 31st. Fines will be assessed in accordance with our general rules if a new RIS is not turned in by January 31 for that year. The purpose of updating the RIS periodically and annually is to ensure the safety and security of the homeowners and residents.