

BARCELONA OF PASADENA CONDOMINIUM ASSOCIATION (BPCOA)
RULES AND REGULATIONS

INTRODUCTION

10.00 Background

The Barcelona of Pasadena COA (BPCOA) is a common interest development operated as a nonprofit mutual benefit corporation for the purpose of maintaining, managing, and promoting enjoyment of the Association's Common Areas and Facilities by the Owners in common. The social success and formation of a compatible and friendly community-living experience and environment and the alleviation of confusion and disorder depend to a large extent on the homeowners' and residents' understanding of, adherence to, and enforcement of the Association's governing declarations. All Owners and Residents are subject to the general terms of the BPCOA Declaration of Covenants, Conditions, and Restrictions (CC&Rs), the By-Laws, and the Rules and Regulations (R&Rs) which provide more specific policy statements, explanations, and procedural guidelines.

10.10 Purpose & Authority

The R&Rs contained herein are designed to enhance the security, safety, enjoyment, and peace of mind of Barcelona Residents and guests. These R&Rs are supplemental procedures authorized by the Governing Documents and promulgated by the Board of Directors. This publication was compiled under the directions of the BPCOA Board of Directors for the ready reference of all Barcelona homeowners and Residents. They are not intended to supersede, change, or conflict with the CC&Rs and By-Laws, but have the status of enforceable law in keeping with the authority derived from, and adopted in accordance with, the powers vested in the Board of Directors by the Association's CC&Rs and the California Civil Code. (C § 1.3, C § 3.6(a), C § 9.1(e), C § 14.6(a); CC 1354(b))¹

10.20 Applicability

The use of the term "Owner" in this R&R document applies to both Owner-occupants and absentee Owners. Owners shall be held responsible for their own and their guests', tenants', or employees actions, conduct, and adherence to subject rules and regulations. Each Owner shall provide tenants with current copies of the CC&Rs, By-Laws, and R&Rs. (C § 2.3)

10.30 Enforcement

The Association, acting through the Board of Directors, is charged with the responsibility for maintaining and managing the Common Areas and Facilities of the Association and with enforcing the R&Rs. (C § 1.3, C § 3.6(a), C § 7.1, C § 9.1(e), C § 14.6.; B § 1.3; CC § 1364(a))

10.40 Governing Documents

10.41 Retention of CC&Rs, By-Laws, & R&Rs

Each Barcelona Owner is required to retain a current copy of the BCPOA CC&Rs, By-Laws, and R&Rs. (C § 3.6(a), C § 7.1; B § 1.3)

¹ Citation Legend: B = By-Laws; C = CC&Rs; CC = California Civil Code

10.42 Understanding CC&Rs, By-Laws, & R&Rs

Each Barcelona Owner and Resident is expected to read, understand, and comply with the BPCOA CC&Rs, By-Laws, and R&Rs. (C § 3.6(a), C § 7.1; B § 1.3)

10.43 Assessments for Violation of CC&Rs, By-Laws, and R&Rs

The Board of Directors shall have the discretion to institute a fine of between \$10.00 to \$500.00 for any violation of the Association's Bylaws, CC&Rs and/or RR&s. The amount of said fine shall depend upon the severity of the violation, whether the person who is fined has previously committed the same violation or similar violations, any mitigating circumstances presented to the Board by the person fined, and the need to deter such conduct in the future by the person fined and/or any other member of the Association. Repeated incidents of the same infraction shall subject the violator to separate fines. Failure to pay any portion of the fines will result in the Board of Directors taking legal action, by the way of small claims or injunctive relief. The Owner will be made responsible for all fees associated with filing and/or attorney fees in the collection of fines. (C § 1.3, C § 3.6(a), C § 7.1, C § 9.1(e), C § 14.6.; B § 1.3; CC § 1364(a))

GENERAL RULES

20.00 Prohibition of Noxious Activities

- a. Residents, their guests and employees, shall not: disturb, annoy, endanger, or inconvenience other Residents; use the premises for any immoral or unlawful purpose; violate any Federal, State, or municipal law or ordinance; commit waste or nuisance upon or about the premises. Residents and guests shall refrain from loud talking, unnecessary noise, boisterous conduct, and running in Common Areas. (C § 6.5)
- b. No musical instruments, typewriters, vacuum cleaners, sewing machines, or annoying mechanical devices shall be used before eight (8:00) o'clock in the morning or after ten (10:00) o'clock at night. Radios, televisions and/or stereos, shall, at all times, be kept low enough to avoid annoyance to other tenants. Unit interior repairs are prohibited between 8:00 p.m. and 8:00 a.m. (C § 6.5)

20.10 Entrances, Walkways, Fire Escapes

- a. Entrances, walkways, and fire escapes must be kept free from obstructions at all times. Placing, leaving, or maintaining any personal property or items in the Common Areas as a place to store said property or items is strictly prohibited. (C § 3.6(a), C § 7.1; B § 1.3)
- b. Doors at the ends of halls will be kept open from 8:00 a.m. to 10:00 p.m. to keep hallways fresh and free from the odors of cooking. Unit doors must be kept closed during the preparation of meals and for a reasonable time thereafter. (C § 3.6(a), C § 7.1; B § 1.3)
- c. Bicycles or motorcycles may not be parked on sidewalks, in hallways, on fire escapes, or in any Common Areas. (C § 3.6(a), C § 7.1; B § 1.3)

20.20 Sanitation

- a. No household fabrics (sheets, blankets, etc.) or other clothing may be hung, dried, or aired within public view on property outside the confines of an individual unit. (C § 6.5, C § 3.6(a), C § 7.1; B § 1.3)
- b. Shaking of dust cloths, mops, brooms, rugs, etc. from windows or fire escapes is strictly prohibited. (C § 6.5, C § 3.6(a), C § 7.1; B § 1.3)
- c. A dumpster is provided at the west end of the building for disposal of household garbage and trash only. All household garbage and trash must be placed inside the dumpster and may not be left outside of or next to the dumpster. Cardboard boxes must be broken down before being

placed inside the dumpster. Any violation of this rule carries a fine of \$50.00. (C § 6.5, C § 3.6(a), C § 7.1; B § 1.3)

- d. Placing of unwanted objects, e.g., furniture, mattresses, etc. into or near the dumpster is strictly prohibited. Objects that do not fit into the dumpster must be removed directly from the units by the Resident and at the Resident's expense. Any violation of this rule carries a fine of \$100.00, plus the cost of removal. (C § 6.5, C § 3.6(a), C § 7.1; B § 1.3)

30.00 Security

- a. The security of the Barcelona is the shared responsibility of each Resident. Incidents of vandalism in progress should be reported to the local police. (C § 3.6(a), C § 7.1; B § 1.3)
- b. Exterior doors may not be propped open and left unattended. (C § 3.6(a), C § 7.1; B § 1.3)
- c. Entry to the Barcelona is restricted to Residents, employees, authorized visitors and guests, domestic workers, city, county, and state law enforcement officials. (C § 3.6(a), C § 7.1; B § 1.3)
- d. Entrance keys are the responsibility of each Resident and shall not be given to non-residents for any purpose. Non-residents must use the entrance Intercom System for access. (C § 3.6(a), C § 7.1; B § 1.3)
- e. The entrance Intercom System uses the telephone to communicate with a Unit Resident and to open the front door. The Unit's telephone number is required to allow access. The entrance Intercom System will only accept telephone numbers within the 626 Area Code. (C § 3.6(a), C § 7.1; B § 1.3)
- f. To initialize Intercom System access, a Resident must notify the Resident Manager and provide the Unit's telephone number. (C § 3.6(a), C § 7.1; B § 1.3)
- g. Resident surnames and an access code are listed on the intercom directory. (C § 3.6(a), C § 7.1; B § 1.3)
- h. The entrance Intercom System eliminates the need for extra keys. Residents are responsible for informing guests and service personnel of the unit access code as there is no other means of access. (C § 3.6(a), C § 7.1; B § 1.3)

35.00 Parking

Parking is provided by the Association for one (1) vehicle per unit. The parking structure is located at 473 E. Union St. Parking is available 24 hours per day with the exceptions of New Year's Eve (December 31), New Year's Day (January 1), and the Monday following New Year's Day when New Year's Day falls on Sunday. (C § 3.6(a), C § 7.1, C 3.7(a)(iv); B § 1.3)

40.00 Unit Leasing/Rental

- a. Unit lease/rental agreements shall be for a term of not less than ninety (90) days. (C § 2.49(a))
- b. Owners are responsible for the actions of and compliance by Owner's tenant/lessee. (C § 2.4(b)-(c), C § 4.4(a)(i)-(ii); B § 6.2(a))
- c. Within five (5) days after consummation of a lease or rental agreement, an Owner shall provide a copy of the following materials/information to the Association/Management Company (C § 2.3, C § 2.5(a)(2), C § 2.4(a)):
 1. Lease/rental agreement, which shall include a provision providing that any violation of the Governing Documents shall constitute a breach of the lease/rental agreement. (C § 2.5(a)(1))

2. A written statement signed by each and every adult tenant/lessee acknowledging receipt of copies of the Associations Governing Documents and agreeing to be fully bound by the Association's Governing Documents, including all Association disciplinary powers and procedures. (C § 2.4(a), C § 2.5(a)(2), C § 2.5(a)(1))
 3. The Unit Number of the condominium leased by the tenant/lessee. (C § 2.5(a)(1))
 4. The number and names of all persons who intend to occupy said Unit. (C § 2.5(a)(3), C § 2.5(a)(6), C § 2.5(a)(1))
- d. An Owner who fails to comply with the provisions of the Governing Documents *vis-à-vis* unit lease/rental agreements will be subject to disciplinary action as outlined in the Association's Governing Documents. (C § 2.2(a), C § 4.4(a)(i)-(ii), C § 14.6; B § 6.4)

50.00 Common Areas and Facilities

50.10 Common Areas

The Common Areas comprise the entire project and Unit 7 except individual units as defined in the CC&Rs. The term "Common Areas" is understood to include "Common Facilities." (C § 1.9, C § 1.29)

50.20 Laundry Room

- a. The Laundry Room is for the use of Residents only. (C § 3.6(a), C § 7.1; B § 1.3; CC § 1364(a))
- b. No food or beverages are allowed in the Laundry room. (C § 3.6(a), C § 7.1; B § 1.3; CC § 1364(a))
- c. Place empty containers and other refuse in the trash containers provided. (C § 3.6(a), C § 7.1; B § 1.3; CC § 1364(a))
- d. Clean dryer lint trays after each use and dispose of lint in the trash containers provided. (C § 3.6(a), C § 7.1; B § 1.3; CC § 1364(a))
- e. Report non-working washers and dryers to the Resident Manager. (C § 3.6(a), C § 7.1; B § 1.3; CC § 1364(a))

50.30 Storage Lockers

- a. A storage locker is provided in the basement for each Unit. As elements of the Common Areas, storage lockers are assigned at the discretion of the Board of Directors. There is no right of ownership, implied or expressed, by an individual Owner appertaining to any individual storage unit. (C § 1.9, C § 3.6(a), C § 7.1; B § 1.3)
- b. Association bears no liability for the safety or security of items stored in a storage locker. (C § 1.9, C § 3.6(a), C § 7.1; B § 1.3)
- c. Placing or storing items of personal property outside of the storage locker is strictly prohibited. Items left outside of storage lockers will be removed and discarded. (C § 3.6(a), C § 7.1; B § 1.3)

50.40 Antennas, Satellite Dishes, and Cable Network Service

- a. Placement of masts, towers, poles, television and radio antennas, or television satellite reception dishes on or about the exterior of the Properties is prohibited. (C § 6.11, C § 3.6(a), C § 7.1).

- b. As all areas adjacent to Units are Common Areas, individual satellite dish installations are not allowed. (*Federal Telecommunications Act of 1996; Federal Communications Commission (FCC) Order 98-273; CC ; C § 6.11. C § 3.6(a), C § 7.1.*)
- c. Access to local cable network is available to all Units within the Properties. Subscription to local cable service is at the Residents' expense.

50.50 Move-In/Out Procedures

- a. Moving of household furnishings and personal belongings is restricted to the rear staircase and door at the west end of the building. (*C § 3.6(a), C § 7.1; B § 1.3; CC § 1364(a)*)
- b. Moving of household furnishings in the elevator is strictly prohibited. (*C § 3.6(a), C § 7.1; B § 1.3; CC § 1364(a)*)
- c. No household furnishings or personal belongings may be left in the doorways, hallways, basement, or Common Areas. (*C § 3.6(a), C § 7.1; B § 1.3; CC § 1364(a)*)
- d. Failure to comply with Move-In/Out Procedures will result in a fine of \$250.00. (*C § 3.6(a), C § 7.1; B § 1.3; CC § 1364(a)*)

60.00 Pets

- a. No more than one (1) household pet may be kept within each Unit. (*C § 6.7(a)*)
- b. Any dog maintained or kept within the Properties shall not exceed thirty-five (35) pounds in weight. (*C § 6.7(a)*)
- c. Dogs shall only be allowed in the Common Areas when they are leashed and otherwise under the supervision and restraint of their Owners. (*C § 6.7(b)*)
- d. Pets are not permitted to create any unreasonable annoyance or nuisance to the other Owners or Residents. (*C § 6.7(c)*)
- e. Pet owners shall be responsible for the prompt removal and disposal of pet wastes deposited by their pets within the Properties. Cat litter is to be tightly sealed in plastic bags for disposal. (*C § 6.7(d)*)

70.00 Solicitation & Advertising

- a. Door-to-door solicitation such as personal, business, professional, charitable, political, entertainment, or other forms of solicitation by a Resident or non-resident is prohibited. (*C § 3.6*)
- b. The prohibition against solicitation includes, for example, the unrequested distribution of handbills, notices, or newspapers in or near the entrance to individual Units or in any Common Areas. (*C § 3.6*)
- c. No advertising signs, posters, or billboards shall be displayed or remain on any Unit or Common Areas. Unit and Common Areas shall not be used in such a way or for any purpose which may endanger the health of or unreasonably disturb Residents. (*C § 3.6*)

80.00 Landscaping and Grounds

Owners or Residents shall not alter the landscaping or grounds in any way with out written approval of the Board of Directors. (*C § 7.2(d)*)

90.00 Architectural Control

- a. Architectural Control of the Properties shall be overseen by an Architectural Committee appointed by the Board of Directors. *(C § 5.2)*
- b. The duties of the Architectural committee shall be to consider and to act upon proposals and plans submitted by an Owner for modification or improvement of his/her Unit. *(C § 5.3, C § 5.1(a), C § 6.3)*
- c. An Owner planning any installation or improvement must submit to the Association's Architectural Committee a written request for approval. The Owner's request shall include structural plans, specifications and plot plans, if any, satisfying the requirements of the CC&Rs. Unless the Committee's approval of the proposal is first obtained, no work on the Improvement shall be undertaken. *(C § 5.1(a), C § 6.3)*

100.0 Compliance with Rules & Regulations

Each Owner shall comply with and abide by any and all rules and regulations set forth in or promulgated by the Association pursuant to any Governing Documents for the purpose of protecting the interests of all Owners or protecting the Common Areas or Common Facilities. *(C § 2.5(d), C § 3.6(a), C § 7.1)*

100.10 Violations

In the event of the breach or violation of any Association rule or of any of the restrictions contained in any Governing Document by an Owner, the Board may enforce the obligation of the Owner to obey such rule through the use of such remedies as are deemed appropriate by the Board and available in law or in equity. *(C § 14.6(a), C § 14.6(c), C § 3.6(a), C § 7.1)*

100.20 Penalties & Fines for Common or Recurring Offenses

- a. A Late Fee of ten percent (10%) or ten dollars (\$10), whichever is greater, will be applied to the monthly assessment after the 15th of the month in which the assessment payment is due.
- b. A Late Fee of ten percent (10%) or ten dollars (\$10), whichever is greater, will be applied to a special assessment 15 days after the special assessment payment is due.
- c. Delinquent assessments are subject to interest of twelve percent (12%) per annum.
- d. Violations of the Association's Bylaws, CC&Rs, and/or R&Rs will result in a fine of between \$10.00 to \$500.00, to be determined by the Board of Directors.