



RULES AND REGULATIONS

Effective August 29, 2022

FORWARD

Condominium living is unique and can be a very pleasant and carefree experience. It requires that we all work together to maintain the lifestyle we want while also exercising care and consideration for our neighbors. Because we all live so close, how we behave towards each other and treat the property we all share has a direct effect on our common home.

As in any community, there must be standards for everyday living. These standards are represented by the following RULES AND REGULATIONS. They have been developed with the best intentions for all residents. Much time has been spent in developing them and there is a need for each and every one of them.

The Rules and Regulations shall be applied equally to Owners, Family, Guests and/or Tenants.

Owners are responsible for any violation of the Rules and Regulations whether by themselves or their family, guests and/or tenants. Owners must furnish their tenants with a copy of this rulebook. Should you require additional copies, they will be available through the managing agent for a nominal fee to cover the costs of photocopying. Also, copies may be downloaded from the Newcastle Manor website at no charge, when available (**nc-manor.com**)

The California Civil Code provides for a system of fines for any violations of the governing documents, including the Rules and Regulations. Should an alleged violation be discovered, a hearing will be held by the Board of Directors at which the Owner of the property in question may attend if desired. If the Board determines that the alleged violation is valid, a fine may be imposed on the Owner of the unit. If the violation(s) continue, the Board of Directors may impose a larger fine and continue to do so until the violation ceases or is corrected. Of course the best way to avoid this is to know and abide by the Rules and Regulations as listed herein.

Sincerely,

The Board of Directors
Newcastle Manor Homeowners Association
Encino, California

TABLE OF CONTENTS

I	GOVERNANCE.....	Page 3
II.	UNIT SALES AND TRANSFERS.....	Page 5
III.	MOVES.....	Page 5
IV.	MAINTENANCE AND REMODELING.....	Page 6
V.	PETS.....	Page 9
VI.	RESIDENTS/TENANTS.....	Page 10
VII.	GROUPS AND FACILITIES.....	Page 11
VIII.	ENFORCEMENT.....	Page 18

I. GOVERNANCE

A. COMMON AREA

Newcastle Manor and/or references to the “common area” shall include without limitation:

1. Each multi-family structure (building)
2. The Earth of the lot upon which the structure rests
3. The airspace above
4. Swimming pools and spas
5. Recreation rooms, billiard and weight rooms
6. Hallways, lobby, sitting areas
7. Carports, storage spaces, parking spaces, driveways
8. Lawns and landscaping.

All OWNERS in this condominium complex have individual ownership of their units and are “tenants-in-common” of all remaining real property consisting of this Common Area.

B. GOVERNING DOCUMENTS:

All purchasers in this condominium complex were furnished with copies of the following:

1. **CC&Rs** or Conditions Covenants & Restrictions. The CC&Rs are the legal basis for this Association and all rights and laws therein are applicable and enforceable.
2. **By-Laws** govern how the Association conducts its business and how Members must conduct theirs in regards to same.
3. **Rules and Regulations** (this document) outline the general rules of behavior and conduct as well as general responsibilities of all owners, their families, tenants, and guests.

All Owners are obligated, as are all residents, tenants, and guests, to comply with the provisions of each of these documents. Offenders are subject to fines, revocation of privileges and/or legal action.

C. BOARD OF DIRECTORS

The Board of Directors is the governing body of the Association. As such the Board is entrusted with the operation of the day-to-day business of the Association. All decisions made regarding the common area, employees, and general maintenance, as well as the financial health of the Association, are made solely by the Board of Directors for the benefit of the membership.

1. **Board Meetings**: The Board must meet at least once per quarter, but in general endeavors to meet on a monthly basis.
2. **Annual Meeting**: The Association must meet once per year to conduct elections of the new Board. There are seven (7) Directors and their terms each run for two (2) years. The terms are staggered so that at no time does the entire board turn over.
3. **Notice of Time & Place of Meetings**: Notice of Board Meetings will be posted in advance of each meeting in the main lobby of each building. The Notice will name the date, day, time, and place of the meeting.
4. **Who May Attend**: Any and all homeowners are welcome and encouraged to attend open-session meetings of the Board. Only Homeowners and Officers, agents, and employees elected or appointed by the Board to conduct the affairs of the Association may attend. AT NO TIME WILL TENANTS OR NON-OWNERS BE ALLOWED INTO A MEETING OF THE BOARD OR THE ASSOCIATION WITHOUT EXPRESS INVITATION BY THE BOARD OF DIRECTORS OR THE PRESIDENT.
5. **Minutes**: Minutes (the written record of the meeting) will be prepared after each meeting and will be available to the owners once ratified by the Board within 30 days.
6. **Communication**: To contact Board members or officers, either contact the Managing Agent or fill out the contact form on the Association website (when available). Under no circumstances should you ever try to seek out members of the Board in their homes.

D. MANAGING AGENT

The Managing Agent is employed by the Association to handle the day-to-day financial affairs of the Association, assist with finding competent vendors, advise the officers and Directors as to applicable procedures pertaining to the Association, and to provide a customer service link between the Board and the homeowners. At no time will the Managing Agent or its representatives undertake actions without authorization of the Board of Directors.

II. UNIT SALES AND TRANSFERS

- A. LOCK BOXES: Containers holding keys (lock boxes) to the building or units may only be placed in structures designated for that purpose. Lock boxes attached anywhere else (such as water pipes, gates, etc.) are subject to immediate removal as eyesores. Lock boxes must be labeled, indicating either the name and contact information of the responsible party (such as the selling agent), or the unit number. Unlabeled lock boxes may be removed if present more than two weeks.
- B. NOTIFICATION: Each owner, upon selling, must notify the Association through the escrow company. The escrow company will provide the necessary information to the Association's Managing Agent. California law requires the seller to provide all documents to the Buyer, and failure to do so could create serious consequences to the seller. In the event of sale or transfer without involvement of an escrow company, the seller and buyer are responsible for notifying the Managing Agent and providing the information required.
- C. NEW OWNERS: All new purchasers of property at Newcastle Manor are required to advise whether they intend to reside in the unit or make it available for rent. Failure to comply with this requirement will result in a fine of \$100.

III. MOVES

- A. MOVE-IN AND MOVE-OUT FEES: Upon sale or other ownership transfer of a unit resulting in change of occupancy, a move-out fee of three hundred dollars (\$300.00) will be charged to the seller, and a move-in fee of three hundred dollars (\$300.00) will be charged to the buyer. This is in addition to any and all similar fees, such as a Transfer Fee, imposed by the Managing Agent for transition services.
- B. MOVING NOTIFICATION: There is no fee for residents moving in or out of a unit when such activity is not connected to the sale or ownership transfer of the unit. However, Owners must notify the Managing Agent prior to any move-in or move-out by the Owner or a tenant, or any significant activity (such as remodeling) that will involve moving equipment, appliances, or construction materials in and out of the unit. Failure to report such activity in advance will subject the Owner to a fine of \$300 for the first and each subsequent violation. In all cases, the presence of or lack of a fee does not absolve the Owner of responsibility to reimburse the Association for any damage to the common area caused by the pertinent moving activity.
- C. MOVING PATHS: Residents are not permitted to move in or out of the property through the front lobby door, to prevent undue wear and tear to the décor and stairs. All moving activity at Newcastle Manor must be done via the side exits leading to the parking area. Violators of this policy will be fined as well as assessed the cost of any actual damages.
- D. MOVING HOURS: 8 a.m. to 6 p.m., Monday through Friday, and 9 a.m. to 5 p.m. on Saturdays and Sundays.

IV. MAINTENANCE AND REMODELING

A. MAINTENANCE & REPAIRS: Owners are responsible for the maintenance and repairs of the interior of their unit, including wall surfaces, doors, windows, screens, patios and balconies. The Association is responsible for repairs to common area elements only. The following regulations apply:

1. **PLUMBING:** Any plumbing serving only one unit is the responsibility of the owner of that unit. Any repairs to same are likewise the responsibility of that owner.
2. **HEATING:** Each unit has its own heater which is the responsibility of that owner to maintain and operate.
3. **AIR-CONDITIONING:** The Association is only responsible to maintain and repair the chiller units on top of each building. These devices are set to only operate when the ambient outdoor temperature is 65 degrees Fahrenheit or above. Each individual unit is equipped with its own fan coil system. This resides in the ceiling of each unit and is the device that creates the cold air within each unit. These fan coil systems are the responsibility of each owner to maintain, replace and operate as necessary.
4. **BALCONIES:** The Association will replace the balcony/patio surface and structure as necessary due to normal wear and tear. Owners are responsible to maintain, repair, and care for the balcony surface, particularly so as not to damage the balcony surface or water-resistant features of the balcony. Owners may not install materials over the balcony surface that will interfere with the water-resistant feature of the balcony. Such materials include, but are not limited to, excessive plants, indoor/outdoor carpeting and tile or the penetrating of balcony rails for any reason. Owners who fail to properly maintain and care for the balcony surface or who install unauthorized material over the balcony surface will be subject to fines and be held responsible to reimburse the Association for the cost of maintenance and/or repair due to their negligence.
5. **DAMAGE:** Any damage caused to either the common area or another unit by the failure of plumbing, appliances or fixtures within an individual unit are the sole responsibility of that unit's owner to repair at their own expense. The Association will not be financially responsible for any damage caused by such a failure to any other Owner's property.
6. **REFERRALS:** If you need to find a competent vendor to make repairs, you may call the Managing Agent for assistance.
7. **EMERGENCIES:** Emergency repair needs must be called in to the Managing Agent at their main number during business hours, or at their 24-Hour Emergency Line if after-hours, or on weekends or holidays.
8. **FAILURE TO REPAIR:** Failure to make timely necessary repairs that affect either the common area or neighboring units may result in the Association undertaking the repairs and charging the costs to the responsible owner after the fact.

B. REMODELING: The following procedures shall be observed whenever an Owner wishes to remodel or make alterations to their unit or their exclusive-use common area patios.

1. EXTERIOR: No Owner shall, at his expense or otherwise, make any alterations or modification to the exterior of the building, patio, balcony, fences, railing or walls, and/or parking area situated on the common area property, or to any part of the common property.
2. PRIOR NOTIFICATION REQUIRED: Owners must notify the Managing Agent prior to any remodeling or similar activity that will involve moving equipment, appliances, or construction materials in and out of the unit. Failure to report such activity in advance will subject the Owner to a fine of \$300 for the first and each subsequent violation. In all cases, the presence of or lack of a fee does not absolve the Owner of responsibility to reimburse the Association for any damage to the common area caused by the pertinent activity.
3. INTERIOR: Owners may not make alterations of an architectural nature to their own units without first receiving prior written authorization of the Architectural Committee. Such authorization will be contingent upon the owner providing proof of license and insurance of any contractor or vendor who intends to perform such work. Worker's Compensation Insurance is required in all cases.
4. UNAUTHORIZED WORK: Any unauthorized modification will result in disciplinary action by the Board of Directors. In the event the violation is not corrected within thirty (30) days, or if the Owner refuses to do so, the Board has the authority to have necessary remediation work done by a third party of the Board's choice and at the Owner's expense.
5. REFERRALS: When repairs are needed in a unit and are not involving repairs to the common area, you may call the Managing Agent for a referral. If you choose to contract with a service provider referred by the Managing Agent, neither the Association nor the Managing Agent makes any representation or warranty regarding the service provider or the work to be done. All of the contracted work is at the Owner's risk.
6. LEGAL: All state and local laws and ordinances must be observed.
7. FLOORING: Any proposal to install wood flooring, tile flooring, wood laminate, or other hard flooring, and any proposal to install new carpet, will only be approved if Owner provides the Board with written proof that either:
 - a. Sound transfer material will be installed underneath such that the flooring meets IIC 50 and NIC/STC 52, or
 - b. A minimum 1/2" (one-half inch) of approved acoustical cork underlayment sound insulation (for hard flooring), or a minimum 1/2" (one-half inch) of approved commercial-grade foam padding (for carpeting), will be installed underneath.Material used for sound transfer (i.e., cork or rubber sheets) must also be used against the perimeter walls of the unit.

8. **WINDOWS:** Replacement of windows or external doors is considered an alteration that may affect the uniform appearance of the common areas, requiring prior approval of the Board, even if the replacement windows are the same size and require no modification to the surrounding walls.
9. **WINDOW COVERINGS:** No aluminum foil, paper products, sheets or woven cloth or other unconventional or substandard materials shall be used as window coverings in any unit. Acceptable window coverings include curtains, drapes, Venetian blinds, pull-down shades and self-reflecting adhesive window coverings. Such items must be maintained at all times and must be of a white, cream, or light beige color towards the outside, visible to the common area.

C. CONTRACTOR RESPONSIBILITIES: The Following shall be observed by all Owners when hiring contractors to perform work at Newcastle Manor.

1. Worker/Vendor hours are 8 a.m. to 5 p.m., Monday through Friday.
2. All general contractors, subcontractors and independent handymen must be licensed and insured, including Worker's Compensation coverage.
3. All general contractors, subcontractors and handymen must agree to waive the right to subrogate against Newcastle Manor Homeowners Association and their Managing Agent should any legal dispute arise.
4. All service providers of any kind must comply with state and local license requirements, and work must comply with state and local building codes.
5. All service providers must clean up any mess created or tracked through the common areas and may not perform their work in the common areas for any reason.
6. Owners will be held responsible for any damage caused by their service provider, their employees or workmen and any subcontractors they may utilize.
7. Service providers must thoroughly clean up after themselves and remove old carpeting, sweep debris and remove any residues of their work.
8. Contractors must properly haul away construction debris. It may not be placed in the on-site garbage or recycle bins, or left anywhere on the property.
9. Owners must remind service providers to monitor entrances they have propped open. They must be closed and not propped open when going on breaks or leaving for the day. Failure to comply may result in fines.

V. PETS

Pets bring a host of concerns to a community such as Newcastle Manor. As such, the following Rules will be strictly enforced to ensure the enjoyment of all Residents.

- A. Owners/residents at Newcastle Manor are allowed to keep one small pet per home, no larger than 25 pounds. No larger animals are permitted. Per CC&Rs, only domestic pets (cats, dogs, fish, birds, hamsters, etc.) may be kept in any unit. The only exceptions are certified Service Animals. In the event an Owner or Resident wishes to designate an animal as such, the Association will require written legal proof.
- B. All pets are to be confined its owner's unit. Pets are permitted outside only in the presence of their owner on a leash not to exceed five feet in length, or the pet must be carried. Under no circumstances are pets to be allowed to roam the common areas unattended or unleashed.
- C. Pets may not be walked on Newcastle Manor property except to enter or exit the building.
- D. Under no circumstances are owners, residents, or their guests to ever allow their pet to relieve themselves on the grounds of Newcastle Manor. This is a sanitary issue and will be enforced strictly. If an accident occurs, the owner must remove it and clean the area immediately, and will be responsible for damage done to shrubbery or plants or common area furnishings.
- E. Cat litter must be put in tightly closed plastic bags before being disposed of in the trash. Do not flush cat litter down drains or the toilet as it expands on contact with water and adheres to any surface, causing backup issues and damage to the plumbing. Violators will be subject to fines as well as assessments to reimburse the Association for repair expenses.
- F. Pets must be kept free of fleas and parasites to avoid the infestation of units and common areas.
- G. No pets shall be brought onto the premises and exceed 14 days as a visitor.
- H. Excessive barking or howling at any time of the day or night is prohibited. Residents are responsible to keep their pets quiet and cause no complaint for excessive noise or other disturbance to neighbors and residents.
- I. All pet owners are required to ensure that their pets do not cause damage to common areas or personal property.
- J. Pets may not be left unattended on the balcony, where their behavior may cause a nuisance to other residence.

VI. RESIDENTS / TENANTS

- A. ACCOUNTABILITY: Owners are accountable for any violation of the Rules and Regulations whether by themselves or their family, guests and/or tenants.
- B. REGISTRATION: All residents must be registered through the Managing Agent. Any change of occupancy must be reported in writing to the Managing Agent. The Association shall program the dial-up entry system maintain the listing of names on the directories.
- C. RESIDENTIAL ONLY: Each unit shall be used solely for single-family residential purposes. No professional, commercial, or industrial uses shall be allowed within the complex. This includes filming for commercial purposes, both inside and outside of units.
- D. REIMBURSEMENT: The Owner shall reimburse the Association for any expenditure incurred in repairing or replacing any common area or facility damaged through the Owners', family, guests' and/or tenants' fault or negligence.
- E. LEASES: All leases or rental agreements should be in writing. They should include the following language: *"The terms of this Agreement are subject, in all respects, to the provisions of the Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation, By-Laws, and Rules and Regulations of Newcastle Manor Homeowners Association. Any failure by the Lessee to comply with the terms of such documents shall be a default under this lease. The Lessee or tenant acknowledges and agrees to receipt of the Rules and Regulations and to abide by them."*
- F. TENANT ABIDANCE AGREEMENT: A Tenant Abidance Agreement is required from all homeowners choosing to rent their unit(s) to be turned into the Managing Agent prior to the unit being occupied. Tenants with any complaints or disputes concerning the Association, on-site office or the common areas should contact their landlord (the unit Owner). The landlord may submit any complaint(s) in writing to the Managing Agent. The on-site office, Board of Directors and/or Newcastle Manor Homeowners Association will not act provide management services for the rentals of individual units. As such, tenants must be advised not to directly contact the Managing Agent or other agents or employees of the Association, except as may be authorized by the Board by policy for handling maintenance emergencies.
- G. SIGNAGE: No sign, poster, advertising device or other display of any kind shall be placed in public view without prior approval of the Board of Directors, with the exception of "OPEN HOUSE" and "FOR SALE/LEASE/RENT" signs, which may only be posted on the permanent sign-post in front of the 5400 building. Any sign placed elsewhere is subject to immediate removal and disposal.
- H. LOCK BOXES: Lock box rules in Section II apply to lock boxes used for showing units to prospective tenants.
- I. STAFF: No employee of the Association is to take directions or be supervised by any homeowner, tenant, or guest. Other than Association officers, residents with questions regarding common area maintenance are to contact the Association's Managing Agent.

VII. GROUNDS AND FACILITIES

A. GENERAL

1. **BALCONIES:** No items other than outdoor patio, lounge furniture and/or plants may be kept on patios or balconies.
 - a. No clothes, clotheslines, towels, blankets, or other articles may be hung on the patio or on the patio ledges, except as may be allowed by law.
 - b. Bicycles are an invitation to vandalism and stealing; therefore, storage on the patios is highly discouraged.
 - c. Plants or any other item are not to be placed on balcony ledges, railings, or windows on any level.
 - d. Units not located on the ground floor may not place an excessive amount of any items that may constitute a weight or drainage hazard to the structure of the balcony.
 - e. No resident shall allow water and/or debris to leak or drip from their patio or balcony onto another patio or balcony, person or into any common area. Care must be taken to place planter drip trays under all plants in order to catch excess water. Dust pans should be used when sweeping patios and balconies. Owners are not allowed to use common-area water spigots.
 - f. Barbecues, fire-pits, or any such cooking implements are not permitted on patios or balconies. The Association provides common area barbecues for the use of residents and the use of individual barbecues on patios or balconies violates the Fire Code and causes a health risk as well as nuisance from smoke entering the units.
2. **DÉCOR:** Wind-chimes and outdoor bells are not permitted. No decorations or furnishings may be nailed or fastened to any common property in such a way that the surface is forcibly penetrated.
3. **ANTENNAS:** No outside ANTENNAS shall be attached to any portion of the common area, nor on the exclusive use common areas that comprise the unit patios. Every effort should be made to make antennas as invisible as possible. If there is an option to hide the antenna on the roof, please confer with the Managing Agent and your installer beforehand to ensure proper installation without damage to the roof and to minimize visible wiring running up common area walls. Under no circumstances may a dish or antenna be bolted or fastened to any part of the common area or structure. Any antenna left in this manner in common area may be removed.
4. **ACCESSWAYS:** Elevators, walkways, hallways, and all entranceways are to remain clear and unobstructed at all times. Elevators are to be kept clear of trash and personal belongings. Shopping carts are not to be left in the hallways or other common areas and must be removed from the building. Fire doors must be kept closed at all times. Security doors are to be kept closed and locked at all times.

5. **SMOKING:** There is to be no smoking in elevators, hallways or other carpeted common areas or in areas where it may disturb other residents.
6. **NOISE:** Noise from units (loud radios, television, parties, etc.), which may be a nuisance to any other unit, is not permitted. No unit shall be used as to obstruct or interfere with the quiet enjoyment by residents of other units at any time, day or night. Owners/Residents shall not engage in any noxious or offensive activity in their units or allow guests to do so. Owners are always responsible for the conduct and supervision of their family members, guests, and/or tenants anywhere on the grounds.
7. **TRASH AND RECYCLING:** Garbage, refuse, rubbish, etc., shall not be placed on or allowed to accumulate upon any part of the property, including adjacent alleys, and sidewalks all the way to and including the curb and gutters; all trash must be placed in the covered containers provided. The only exception is for bulk items (see next paragraph). Only household garbage may be placed in the trash bins. All organic waste, and anything that spills easily or could make a mess, must be tied up in a plastic bag, and placed in the trash bin. Recycle bins are for household recyclable materials only, which must be clean. No organic waste shall go in the recycle bins. The following additional rules also apply to both trash and recycling containers:
 - a. Handle your trash and the bin lids gently, to minimize noise.
 - b. All items must fit inside the bin; do not place items on the ground.
 - c. Use the large bins if you can reach, to save space in the small bins for smaller people.
 - d. No electronics.
 - e. No hazardous materials (motor oil, paint, batteries, etc.)
 - f. No bulky items (furniture, appliances, etc.)
 - g. No construction waste.

Visit the Association website or contact the Managing Agent for more information on the above, including where and how to dispose of items that are not allowed in the trash or recycling containers. The Board may publish additional guidance on what constitutes proper and improper disposal of trash and recycling, which may be modified from time-to-time if required by the trash service provider or local governmental authority.

8. **BULK ITEMS:** Unwanted non-hazardous and non-electronic household items that do not fit in the trash bins, such as furniture or appliances, may be placed at the curb on Newcastle Avenue, without blocking the sidewalk or driveway, in a position to be accessible for pick-up (not behind parked cars), and no more than twelve (12) hours prior to pick-up. Bulk items must be prepared for safety such as but not limited to removing or sealing doors from refrigerators, and taping glass and sharp edges. The owner is responsible for planning ahead and for scheduling the pick-up so as to have the items prepared and in place no earlier than the time specified. See the Association website for information on the free bulk item pick-up service offered by the City of Los Angeles. The owner must hire a private hauler or make alternate

arrangements if the City services are not available or the next available pick-up is after the planned date of disposal. Bulk items found anywhere but where described above, or found in proper position on the curb but for more than twelve hours, may be removed by Association personnel or a private hauler, with costs to be billed to the responsible owner.

9. MAIL: Residents are responsible for their own mail. Unwanted mail is to be disposed of in the proper place. Mailbox locks are the sole responsibility of each owner.
10. ALTERATIONS: No alterations will be made to common ground landscaping without prior written authorization from the board of directors.
11. SIGNAGE: No sign, poster, advertising device or other display of any kind shall be placed in on common area walls or property or otherwise in public view without prior approval of the Board of Directors.
12. SIGNS ON DOORS: No signs may be placed on doors dwelling units except as explicitly authorized by Board policy.
13. COMMON AREA PLUMBING: In the event of a plumbing malfunction in the common area, the Association will make the necessary repairs. If it is determined that the problem is not a common area problem, the Association will find the source of that problem and notify the owner in question. If the owner in question fails to act promptly, the Association may arrange for the repairs and bill the responsible owner.
14. STORAGE: Owners and residents may not use any common area storage rooms, janitor closets, maintenance rooms, patios, etc., for storage without the prior written approval of the Board of Directors. No fireworks, explosives or flammable materials of any kind may be used or stored in common areas, balconies or patios, carports and/or garage storage cabinets.
15. COMMON UTILITIES: Owners and residents of may not use common area water or electricity.
16. LAUNDRY ROOMS: *Laundry room hours are from 8:00 A.M. to 11:00 P.M. daily.* Laundry equipment is to be kept clean by the user after each load. Laundry facilities are for the use of residents only. Residents use the facilities at their own risk. The Association takes no responsibility for lost, stolen or damaged clothing during use of the laundry rooms. Refuse from units is not to be disposed of in laundry room trash containers; these containers are provided only for the disposal of lint, empty soap and bleach containers and the like. Laundry rooms are not to be used for any purpose other than washing and drying of clothing. Please be courteous and remove clothing from machines promptly after use. In the interests of courtesy, no washing and/or drying should be started so late at night that it will have to continue past the cut-off point of 11 p.m. In other words, do not start at 10:55 p.m. simply because the cut off is 11 p.m.
17. NO CLIMBING: Owners, family, guests, tenants, and/or other residents are forbidden to climb any walls or fences of the property.
18. UTILITIES MAINTENANCE: If an Owner or their tenant requires access to utility

panels or roof areas for repairs, installations, etc., arrangements must be made in advance through the Managing Agent. If repairs are needed and it is an emergency, contact the Managing Agent. All wires, conduits, and other components of utilities that traverse common areas must be installed and maintained in a workmanlike and aesthetic manner. No holes may be made in any part of the property building, pavement, etc. for running wires without prior approval.

19. EQUIPMENT: Residents are not permitted to remove or borrow any equipment or property from the common area without the written consent of the Board of Directors, or the Managing Agent.
20. GARAGE/YARD/ESTATE SALES: No sale of any nature is permitted anywhere in, on, or around the complex.
21. NOXIOUS BEHAVIOR: In addition to the prohibition in the CC&Rs of any activities that deny quiet enjoyment by residents of the property, all residents, guests, and members are prohibited from engaging in any activity that would tend to cause alarm among the residents generally as a threat to the security of their persons or property. This includes, but is not limited to:
 - a. Apparent casing of homes, storage spaces, or cars for property theft;
 - b. Entering unusual areas of the property (such as alleys, dark corners, closets, or crawl spaces) without legitimate purpose;
 - c. Sleeping or loitering in a lobby, hallway, gym, recreation/meeting room, bathroom, sauna, laundry room, or parking lot (with the exception of the parking space of the owner/resident);
 - d. Causing damage to or fouling up common property;
 - e. Any attempt to tamper with locks, lockboxes, gates, fences, windows, doors, lighting, the entry system, mailboxes, fire and life safety systems, the surveillance system, or utility meters or supply or control systems;
 - f. Openly carrying weapons or dangerous objects without an obvious legitimate purpose, or in an unsafe manner in any case;
 - g. Being or apparently being under the influence of mind-altering drugs or alcohol while in the common areas;
 - h. An unusually high number of guests having or having access to a key to the property or a gate opener; and
 - i. A high volume of people visiting where the frequency and/or timing may lead a reasonable person to believe business is being conducted on the property or criminal activity is or may be underway.
22. CONDUCT IN COMMON AREAS: All other conduct is prohibited in or on the common areas that will increase the cost of, or cause the Association's insurance to be cancelled, or which may result in the complex becoming uninsurable. An assessment of the current deductible insurance costs borne by the Association will be charged to the responsible Owner who, either through their or their family, guest, and/or tenant action, gives rise to damages or casualty claims through negligence, carelessness or willful intent.

B. POOL, SPA, AND BARBECUE AREA

1. HOURS: **Spa and Pool Hours: 8:00 A.M. to 10:00 P.M.**
MAXIMUM PERSONS: **SPA – 6 POOL – 33**
2. LIFEGUARD: No lifeguard is on duty. Therefore, all Owners assume responsibility for the conduct, behavior and safety of themselves, family, guests and/or tenants. By their use of the facilities, Owners, their family, guests, and/or tenants agree to indemnify and hold the Association harmless from any claim arising from their use of the pool, spa and/or surrounding common area.
3. CHILDREN: Children under the age of 12 may not use the pool/spa without an adult in attendance.
4. RESIDENTIAL USE ONLY: Only residents and their guests are allowed to use the pool/spa and common areas. There is a limit of two (2) guests per unit. A current resident must accompany all guests who are using the pool, spa, or any other common area facility. Any Owner who has rented out his unit is prohibited from using the pool, spa or any recreational facilities while the unit is rented.
5. GLASS: No glassware, glass bottles, etc., may be brought into the pool area.
6. FOOD: No food may be brought into the pool area. Eating tables are provided next to the barbecues for this use only.
7. BARBECUES: Residents must clean up the barbecues and sinks after use, leaving them in the condition they were found. The sinks in the barbecue area are to be used only in conjunction with the use of the barbecues for cooking, and are not for general household use (such as washing your own dishes).
8. ATTIRE: Swimwear only must be worn at all times by all persons using the pool/spa. Persons who are unable to control their bowel or bladder functions must wear appropriate waterproof protective clothing.
9. COURTESY: Residents and their guests are to be courteous of their fellow residents. No rough-housing, running, excessive noise or abusive language is allowed in the pool/spa area. Music must be at a level that is not disturbing to others.
10. FURNITURE: Misuse of pool furniture by horseplay or any destructive acts will not be tolerated. This also applies to the life preservers, life-saving hooks, etc. These items are for safety, not recreation. Owners will be charged for all damages.
11. TOWELS: Please use a towel or blanket on the pool furniture to protect the furniture. Sun tan oils/lotions and perspiration deteriorate the strapping of the chairs and lounges.
12. NO TOYS: No oversized floats, rafts, toys or other such items are allowed in the pool or pool area. The only exception is if the pool is not being used by other residents or guests.
13. NO BALLS: No ball playing in the pool or pool area is allowed. No diving or jumping is permitted in the pool or spa. Please enter the water using the steps or ladders.
14. BEHAVIOR: Immoral, lewd or indecent conduct in the pool, spa or pool area will not

be tolerated.

15. GATES: Gates will be left closed at all times
16. ANIMALS: Absolutely no animals in the pool area.
17. ALCOHOL: No alcoholic beverages may be consumed in the pool/spa area and no one under the influence of alcohol or drugs is permitted in the pool/spa area at any time.
18. OWNER RESPONSIBILITY: The Owner or resident of any unit will be responsible for any injury sustained by anyone using the facilities with their permission.

C. GYMS, BILLIARDS & RECREATION ROOMS

1. RESERVATION: Any Homeowner or authorized tenant may reserve the recreation room facilities for a private party. Rooms are reserved in advance on a first-come-first-served basis. The current recreation room rental fees and policies may be obtained from the Managing Agent.
2. SMOKING: No smoking is allowed in the recreation room.
3. NO FOOD/BEVERAGES: No food or alcoholic beverages are allowed in the recreation facilities, except in the case of a private party.
4. GYMNASIUM RULES: The Association has provided gym equipment for use of all residents; however, the Association assumes no responsibility for its use. All Residents and their guests are advised that they use this equipment at their own risk. The following rules apply to use of the gym and equipment:
 - a. HOURS: Monday through Friday, 9 a.m. to 10 p.m.
Saturday and Sunday, 10 a.m. to 10:30 p.m.
 - b. MINORS: No Children under 12 are permitted to use or climb on the gym equipment. No one under the age of 16 is permitted to use the equipment without adult supervision.
 - c. MUSIC: No loud music. Small portable systems may be used at low volumes during workouts only.
 - d. NO PARTIES in the gym or in the billiard rooms.
 - e. NO PETS
 - f. NO ALCOHOL
 - g. NO SMOKING
 - h. GUESTS: One guest per unit is allowed to use the gym facilities, but must be accompanied by a resident at all times.

D. PARKING AND DRIVEWAYS

1. Each unit is limited to assigned parking space(s). All vehicles shall be parked in such a manner that they do not interfere with assigned parking of others or the freedom of egress or access to the common areas.
2. All vehicles parked outside of assigned parking spaces or in the driveway will be

- subject to towing without notice at the vehicle owner's expense.
3. All vehicles must fit into assigned parking spaces properly. No oversized vehicles.
 4. Owners are prohibited from renting or otherwise making their parking spaces available to anyone who is not a resident of Newcastle Manor. The only exception is in the case of a vendor hired to perform work in a resident's unit, and in this case they may only park in that Resident's personal space.
 5. No unattended vehicle may be allowed to block the parking gate, entry door or fire lane at any time. All such vehicles will be subject to towing without notice at the Owner's expense.
 6. The Association and its agents cannot guarantee that they will attempt or be able to locate the owner of a vehicle in a timely manner, if such vehicle is found outside of assigned parking, illegally parked, or if an alarm is sounding repeatedly.
 7. No car maintenance and/or repairs may be performed on the premises at any time.
 8. No car washing is allowed on the premises. This practice can cause safety hazards for pedestrians and the detergents used may cause damage to the parking surface.
 9. Owners/residents are responsible for clean-up of fluid from their vehicles. They must maintain their vehicles to prevent leaks and to assure they are safe. If Owner/resident fails to clean up leaks from their vehicles, the Association may require removal of a vehicle from the common areas until repaired. A \$50.00 clean up fee will be charged for the clean up by the maintenance staff. Clean up fees will be charged to the unit Owner.
 10. There shall be no parking or storage of any boats, trailers, travel trailers, motor homes, campers, camper shells, pick up lids, commercial vehicles or trucks weighing over two (2) tons, or other vehicles not customarily used as a means of regular and general transportation.
 11. There shall be no parking or storage of any inoperable or immobile vehicles.
 12. Vehicles must display a current registration tag at all times or be subject to immediate towing at owner expense.
 13. No items other than (1) bike per resident may be kept in assigned parking spaces.
 14. The storage cabinets above your parking space may be used for personal storage, except for flammable substances that may not be stored anywhere in the carport areas. All items stored in the carport area are done at the Owner's sole risk.
 15. No unnecessary noise is allowed in the parking areas. If any vehicle alarm sounds repeatedly or continuously for more than fifteen (15) minutes and the Owner cannot be located, the Association may tow the vehicle.
 16. The Association, the Board of Directors, Association staff, and agents will not be liable for the theft or vandalism of any vehicles parked upon the premises. Owners/residents and visitors park on premises at their own risk. Personal items should not be stored in vehicles at any time, and the Association accepts no liability for the theft or damage of any such items.
 17. From time to time, the automatic parking gates will be rendered inoperable due to

vehicle damage or needed maintenance and repairs, etc. The Association will effect the repairs on the gates in a timely manner, but does not guarantee the gates will be in an operable condition at all times. Gates are not to be forced open, held open or tampered with in any manner.

VIII. ENFORCEMENT

In order to enforce the CC&Rs, By-Laws, and Rules and Regulations, the Board of Directors may levy, assess and collect reasonable fines for the violations. The fines shall be assessed against the Owner involved for violation by the Owner, members of their family, guests, tenants, invitees, licensees, or lessees of such Owner.

The Board of Directors has approved the following enforcement procedures:

1. All complaints against an Owner/resident or guest of a resident must be in writing. The complaint must state clearly what the violation is and the date and time of the violation. It shall be sent to the Managing Agent. Telephonic or anonymous complaints will not be accepted. The Board of Directors and the Managing Agent shall keep all complaints in the strictest confidence, unless disclosure is ordered pursuant to a court proceeding.
2. Notification of any alleged violations shall be issued to the responsible Owner in writing. The Association may also provide a courtesy copy to any tenant where applicable. The notice of the alleged violations shall contain the following:
 - a. Name and address of the Owner;
 - b. Description of the violation;
 - c. Date the alleged violation occurred or was observed;
 - d. Date, time, and place of any hearing with the Board of Directors that may be scheduled to determine what disciplinary action shall be taken;
 - e. A statement that the Owner has a right to attend the hearing and may address the Board at the hearing.
3. The written notice of alleged violation will be either personally delivered to the Owner or mailed by first-class mail at least ten (10) days prior to the disciplinary hearing to be held by the Board of Directors.
4. The Board will meet in executive session to conduct the hearing. If the Board imposes discipline on an Owner, the Board will provide the Owner with a written notification of the disciplinary action imposed, by either personal delivery or first-class mail, within fifteen (15) days following the action.
5. The Board of Directors reserves the right to amend, change or adopt new rules, as the need arises, to ensure the safety and comfort of all the residents.

6. Violations of the CC&Rs, By-Laws, Rules and Regulations, or other operating rules which may be adopted, unless otherwise specified, are subject to the following fines.

1 st Offense	Warning
2 nd Offense	\$100.00
3 rd Offense	\$200.00
4 th Offense	\$300.00

7. The Board of Directors insists that courtesy be exercised when dealing with the employees of the Association. Administrative, maintenance, and janitorial personnel are supervised by the Board of Directors and can only carry out duties and services allowed by, and governed by, the CC&Rs, By-Laws, Rules and Regulations, and other operating rules and policies the Association.
8. Employees and Association agents, to include the Managing Agent, do not make policy. They merely carry out the policies of the Association and, as such, are not allowed to alter or modify, in any way, the CC&Rs, By-Laws, Rules and Regulations, or other operating rules or policies of the Association, or the decisions of the Board of Directors. Any resident with questions or complaints regarding the functions, duties, or behavior of Association employees should forward same in writing, to the Board of Directors, via the Managing Agent.

THIS CONCLUDES THE RULES AND REGULATIONS OF
NEWCASTLE MANOR HOMEOWNERS ASSOCIATION