

BENEDICT HILLS ESTATES ASSOCIATION

RULES AND REGULATIONS

(2020)

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RULES & REGULATIONS

The following Rules and Regulations (“Rules”) have been adopted by the Board of Directors pursuant to the authority set out in the Association’s Governing Documents and in accordance with the procedure set forth in California Civil Code section 4340, *et seq.* The Rules are intended to supplement, not supersede, the Declaration of Covenants, Conditions and Restrictions (“Declaration”) and Bylaws of the Association, all of which together are known as the Governing Documents. To the extent the Rules are inconsistent with the Declaration or Bylaws, the Declaration or Bylaws prevail. These Rules supersede all previously written Rules and Regulations, which are null and void.

Each person who owns a home in the Development is automatically a member of Benedict Hills Estates Association (“Association”). By purchasing a home in the Development, each member has agreed to live according to the Governing Documents. The Association maintains the irrigated slope maintenance areas, exercises architectural control, contracts with outside vendors to provide needed services, and otherwise operates and manages the Development in the best interests of the members.

Unless expressly defined in this document, the terms used below shall be construed as provided in Article 1 of the Declaration, or, if a particular term is not defined in the Declaration, as provided in Sections 4075, *et seq.* of the California Civil Code. Any reference below to a “Home” shall be deemed to include the member’s entire Lot on which the Home is situated.

SECTION 1 GENERAL

- 1.1 Filming.** Commercial filming by a third party on the interior or exterior of any Lot or anywhere within the Development is prohibited unless approved by the Board of Directors. The foregoing restriction shall not prohibit the taking of still photographs or moving pictures of a Home for real estate purposes.
- 1.2 Maintenance.** Members are required to maintain and repair their Homes, including without limitation, the exterior of all structures and improvements in accordance with the Governing Documents and Civil Code.
- 1.3 Landscape Maintenance.** On the areas of a member’s Lot that the Association does not have a duty to maintain under the Declaration, members are required to keep their lawns mowed, remove dead vegetation and debris, and to keep bushes trimmed and trees cut. Bushes and trees that extend onto or hang over the sidewalk are to be trimmed so that the sidewalks are clear for pedestrian traffic. Overhanging trees should have a clearance height of eight feet to allow for pedestrian traffic.

- a. **Encroachments.** No structure or landscaping may encroach on the slope maintenance area, street, or sidewalk without the prior written approval of the Board.
 - b. **Gardening Debris.** Gardeners may not dump, sweep, blow or wash grass clippings, garden debris, oils, or any other materials into the slope maintenance area, or another member's Lot.
 - c. **Trees.** Members may not trim or remove any tree which the Association has the duty to maintain under the Declaration without the prior written consent from the Board. All tree trimming and crown reduction of trees which the Association has the duty to maintain under the Declaration shall be done in accordance with the standards of the International Society of Arboriculture ("ISA") or the advice of a registered consulting arborist or the Association's landscape contractor.
- 1.4 Water Drainage.** No swale or drainage system may be altered, obstructed, or changed without the prior written approval of the Board. No water may be drained or channeled onto an adjoining Lot other than normal run off from irrigation.
- 1.5 Littering.** Littering of any kind is strictly prohibited. Littering includes, but is not limited to, animal droppings, strong or offensive continuous odor, or any other debris on or over another home or slope maintenance area. Without limiting the foregoing, all animal droppings anywhere in the Development shall be picked up immediately and disposed of by the animal's owner.
- 1.6 Garage Sales.** Garage or lawn sales are prohibited.
- 1.7 Rubbish Removal.** No resident may place or accumulate any rubbish in plain view of another member's Home except for the purpose of prompt garbage collection. Trash cans may be placed at curbside no earlier than 7:00 a.m. on the day prior to pick up and must be removed no later than noon on the following day after pickup.
- 1.8 Signs and Flags.** No realty or other commercial sign may be placed on any Lot that is visible from any other Lot, except for a four foot high metal stake with a for sale or for lease sign that is no larger than 18 inches by 24 inches in size. Large wooden stake signs are prohibited. Open house signs may be placed in the development not more than six hours before the open house and must be removed within two hours after the end of the open house. Other signs are permitted only if required by Sections 4705 and 4710 of the California Civil Code.
- 1.9 Animals.** When outside the member's Lot, all dogs must be on a leash and under the dog walker's control while in the Development. Dog walkers are required to carry

dog waste bags and to immediately remove all of their dog's droppings from lawns, sidewalks and/or the street.

- 1.10 Short Term Rentals.** The Declaration limits use of Lots for single family residential purposes. Short term rentals of homes through online sites such as Airbnb, VRBO, or similar sites is considered a nonresidential, business or commercial use of a Home. Such uses are prohibited. No home shall be rented for a period of less than 30 days (AB 3182).

SECTION 2 **SAFETY AND SECURITY**

- 2.1 Members' Responsibility.** Residents shall not rely on the Association to provide security for persons, personal property, or individual Lots. It is the duty of the members and residents to protect their own persons and property.

SECTION 3 **NOISE**

- 3.1 Unruly or Noisy Use of Lot.** Under no circumstances shall a Home or Lot be used to create a danger, loud disturbance, or nuisance to members, or disturb the quiet enjoyment of members.
- 3.2 Hours for Noise Producing Work.** The performance of noise producing work, including, but not limited to, landscaping and construction work shall be limited to Monday through Friday from 8:00 am to 5:00 pm, Saturdays from 9:00 am to 2:00 pm, and not at all on Sundays and national holidays. Furthermore, in accordance with the City of Los Angeles Hillside Construction Regulation, exterior construction is not permitted on Saturdays (Section 13.20-D.6 Ordinance No. 184827).

SECTION 4 **ARCHITECTURAL APPROVAL**

- 4.1 Approval Process.** No exterior alterations or improvements, including removal or planting of trees, are permitted on a Lot unless and until approved in writing in accordance with Article VII of the Declaration. This provision shall not preclude an owner from maintaining property in accordance with the provisions of Paragraph 1.3 above.
- 4.2 Consultants.** The Association may retain the services of an architectural and/or construction consultant to advise in connection with any request for approval, and should this occur, the member shall be obligated to pay the consultant's reasonable fee as a condition to requiring the Association to review and consider his or her application.

- 4.3 Approval Term.** The approval of plans for new work or alterations to existing structures shall be for 24 months from date of Association approval. If work is not started before expiration of this period, plans must be resubmitted. Once the Association approves a project the Owner must commence construction within 24 months or the approval will expire. Once the work begins, Owner shall work diligently to complete the project as quickly as possible and with as little disruption to the neighborhood as can be reasonably achieved. All work shall be completed within the time parameters set forth in the approval given by the Association, up to a maximum of 24 months from commencement unless the Board approves an extension in writing to complete the work.
- 4.4 Construction Debris.** All persons are prohibited from dumping, sweeping, blowing or washing dirt, construction debris, oil, repair residue, concrete, or any other material into the slope maintenance area, sidewalk or onto the Lot of another member. Members are responsible for promptly removing dirt and debris resulting from their construction activities from the slope maintenance area, sidewalk and other Lots in the Association.
- 4.5 Building Materials and Temporary Structures.** All building materials and temporary structures such as port-a-potties and construction trailers and dumpsters are wherever possible to be placed on the member's Lot which shall be as minimally visible from the street as possible. Construction bins installed on the street must be equipped with visible reflectors.
- 4.6 Damage.** Members are responsible for any damage to the slope maintenance area or another member's Home which arises from their construction projects.
- 4.7 Inspections.** If, at any time, the Board suspects or is notified that an member is working without approval or is exceeding the scope of the approval given, the Association or its representatives and consultants may inspect any exterior portion of a member's property to determine compliance, and the member shall provide access to the property for this purpose. If the Association utilizes the services of a consultant, and if it is determined the member has exceeded the scope of the approval he or she received or is otherwise working without permission, the cost incurred by the Association in paying for the consultant services shall be a special assessment against the member who shall reimburse the Association for such expense.
- 4.8 Roofing.** Only City approved roofing materials are permitted.

SECTION 5
BOARD, COMMITTEE, AND MEMBER MEETINGS

Meetings of the members and of the Board shall be conducted in accordance with the following procedures.

- 5.1 Attendance at Board and Membership Meetings:** All directors, members, and domestic partners of members may attend any Board or membership meeting. Other persons are not entitled to attend Board or membership meetings unless either invited or approved in advance by the Board.
- 5.2 Member Discussion at Meetings.** Because of the corporate nature of the Association's business, members may not participate in meetings except as expressly authorized by statute or by the Board. A certain period of time will be set aside during each Board and members' meeting during which members may ask questions and make comments. Otherwise, members may not speak during a meeting unless recognized by the presiding officer.
- 5.3 Open Forum.** At any meeting of the members or the Board, any member shall have a right, during the open forum session of the meeting only, to speak on any subject relevant to the business of the Association or the members. No member may speak for a period of more than five (5) minutes. Further discussion may ensue at the discretion of the Board or the President, and the Board may, in its discretion, briefly respond to any comments or questions from the member.
- 5.4 Committee Meetings.** No member or other person has the right to receive notice of or attend committee hearings or meetings unless he or she is invited, attendance is expressly authorized by the Committee, or attendance is permitted or required by law.
- 5.5 Disruption of Meetings.** If, in the good faith opinion of the Board, a member becomes disruptive during a meeting or unreasonably interferes with the business that is being conducted, and he or she does not adhere to the Board's request to refrain from engaging in such conduct, he or she may be removed from the meeting by the Board and may be subject to additional fines and enforcement measures as permitted under the Governing Documents and California law.

SECTION 6 **ELECTION RULES**

The Board adopts election rules compliant with Civil Code Sections 5100-5145, as may from time to time be amended under California law. A copy of the Association's election rules are available to any member upon written request.

SECTION 7 **RULES ENFORCEMENT PROCEDURES**

Each violation of the Governing Documents shall constitute a nuisance which may be enjoined by appropriate legal action. In addition, the Association may assess fines and other sanctions against members in accordance with the procedures set forth in this section.

7.1 Fines. After a hearing, if a member is found to have violated the Governing Documents, a fine may be imposed for such violation pursuant to the fine schedule set out below. Fines may be imposed either on a one-time basis or on a per day basis until the violation is cured if it is ongoing. A fine will constitute a Special Assessment under the Declaration. Any fine which remains unpaid thirty (30) days after it is due may incur a late charge of 10% and begin to bear interest at 12% per annum. In addition, for so long as any fine or other overdue Assessment remains unpaid, no application for remodeling, improvements or construction may be considered or approved by the Association.

7.2 Schedule of Fines. For violations of the Governing Documents, the following fine schedule may apply:

First Violation: In most cases, for a first violation, a warning letter/notice will be sent to the member with a request for immediate compliance. However, in the case of a violation the Board considers to be serious, intentional or malicious, the Board may impose a fine not to exceed \$750, following notice and a hearing before the Board.

Second Violation: If the infraction occurs again, a fine not to exceed \$1000 may be levied for the second violation.

Third and Subsequent Violations: In the event the infraction occurs again, a fine not to exceed \$1500 may be levied for the third violation and for each violation thereafter.

If any violation is continuing, in addition to the first-day fine described above, a fine may be charged “per day” in that same amount, or in a lesser amount as determined by the Board, until there is full compliance.

The Association may also retain an attorney to enforce compliance with the Governing Documents. If an attorney is retained, regardless of whether litigation is or is not commenced, the member will be responsible for all attorney fees and costs incurred in connection with member’s noncompliance with the Governing Documents.

7.3 Notification of Violation. Members shall be notified in writing (by mail, email and/or text message) of any alleged violation, and shall promptly cure the violation if it is of a continuing nature.

7.4 Dispute Resolution. All disputes between members and the Association shall be subject to the meet and confer requirements set out in Section 5915 of the Civil Code, and if applicable shall also be subject to the pre-litigation requirements in Section 5925, *et seq.* of the Civil Code.

7.5 Judicial Enforcement. The remedies provided in this Section 8 are cumulative. Thus, with or without resort to the previous enforcement options, the Board may

file a legal action for damages or injunctive relief for the purpose of enforcing the Governing Documents.

SECTION 8
MISCELLANEOUS

- 8.1. Disputes Between Neighbors.** General nuisance complaints by a member against another member or Resident should be directed to that member or Resident and not to the Association. Neighbors should attempt to resolve their disagreements without involving the Board or management.