

ASSOCIATION RULES

Table of Contents

1. PURPOSE	1
2. DEFINITIONS	1
3. ADOPTION	1
4. SCOPE AND RESPONSIBILITY	1
5. NONPAYMENT OF ASSESSMENTS	
[CC&Rs, Article IV and the Association's Assessment Collection Policy]	2
6. REPAIR AND MAINTENANCE [CC&Rs, Article VI]	2
7. COMMERCIAL USE [CC&Rs, Article X, Section 2]	2
8. SIGNS [CC&Rs, Article X, Section 3]	3
9. OFFENSIVE ACTIVITY [CC&Rs, Article X, Section 4]	3
10. BALCONIES [CC&Rs, Article X, Section 4]	4
11. ILLEGAL ACTIVITIES [CC&RS, Article X, Section 4]	4
12. PARKING [CC&Rs, Article X, Section 6, and Article XVII, Section 2]	5
13. GARAGES AND PARKING AREA [CC&Rs, Article X, Section 7]	6
14. EXTERNAL FIXTURES [CC&Rs, Article X, Section 8]	6
15. WINDOW COVERS [CC&Rs, Article X, Section 9]	6
16. ELECTRONIC TRANSMITTING EQUIPMENT [CC&Rs, Article X, Section 10]	7
17. EXTERNAL LAUNDRYING [CC&Rs, Article X, Section 11]	7
18. UNSIGHTLY ITEMS [CC&Rs, Article X, Section 12]	7
19. ANIMALS [CC&Rs, Article X, Section 14]	8
20. CHILDREN [CC&Rs, Article X, Section 15]	9
21. STRUCTURAL ALTERATIONS AND INTEGRITY [CC&Rs, Article X, Section 16]	9
22. MAXIMUM NUMBER OF OCCUPANTS [CC&Rs, Article X, Section 17]	10
23. USE OF RECREATION ROOM AND RECREATIONAL EQUIPMENT	
[CC&Rs, Article X, Section 18]	10
24. GUESTS AND OWNERS NOT IN POSSESSION OF A UNIT	
[CC&Rs, Article XI, Section 1(a)]	13
25. COMMON AREA [CC&Rs, Article XI, Section 1(b)]	14
26. POOLS AND SPAS	15
27. TENNIS COURTS	17
28. LEASES [CC&Rs, Article XVI, Section 16]	18
29. FINES AND PENALTIES AND ENFORCEMENT OF VIOLATIONS	18
30. VENDOR / CONTRACTOR RULES	20

STONEYBROOK VILLAS OWNERS' ASSOCIATION

Rules and Regulations

1. PURPOSE.

1.0 Enjoyable Environment: The purpose of the following Rules and Regulations (the "Association Rules") is to keep the Association's environment enjoyable. Membership in the Association and residency at Stoneybrook carries with it a pride of belonging and a responsibility to neighbors. However, everyone's support and cooperation is necessary. Adherence to these Association Rules is essential to maintain Stoneybrook's standards. The Association will take appropriate action for continued violation of the Association Rules to the detriment of others. Any questions concerning the Association Rules should be directed to the Association's on-site management office located in the clubhouse.

2. DEFINITIONS.

2.1 Terms Defined: All capitalized terms in these Association Rules not otherwise defined shall have the same meanings as in the Declaration of Covenants, Conditions, and Restrictions (the "CC&Rs"), the Articles of Incorporation, and the Bylaws of the Association (collectively, the "Governing Documents").

2.2 "Stoneybrook Defined": The term "Stoneybrook" refers to the Project as defined in the CC&Rs.

2.3 "Tenant" Defined: The term "Tenant" refers to the lessee(s) to whom an Owner leases a Unit.

2.4 "Occupant" Defined: The term "Occupant" refers to any Owner, Tenant, or other person who permanently occupies a Unit for more than 30 days in any calendar year. [CC&Rs, Article X, Section 17] If a Unit is not occupied, the Owner shall be considered the Occupant.

2.5 "Guest" Defined: The term "Guest" refers to an Occupant's invitee who is not an Occupant.

3. ADOPTION.

3.1 Authority to Adopt Rules: The Association's Board has adopted these Association Rules under the authority of Article V of the CC&Rs entitled "Duties and Powers of the Association." These Association Rules do not amend or supersede California law or the Association's Governing Documents.

4. SCOPE AND RESPONSIBILITY.

4.1 Responsibility and Accountability: These Association Rules apply to all Owners, Tenants, Occupants, and Guests. However, each Owner is responsible and accountable for all actions of that Owner's Tenant(s), Occupant(s), and/or Guest(s). For ease of reference, the Association Rules are arranged in approximately the same sequence that they appear in the CC&Rs.

5. NONPAYMENT OF ASSESSMENTS [CC&Rs, Article IV and the Association's Assessment Collection Policy].

5.1 Obligation to Pay: An Owner's obligation to pay Assessments and the Association's right to collect Assessments is governed by Article IV of the CC&Rs and the Association's Assessment Collection Policy as established by the Board from time to time.

6. REPAIR AND MAINTENANCE [CC&Rs, Article VI].

6.1 Owner Responsibilities: Each Owner is responsible at that Owner's sole cost and expense to:

6.1.1 Walls, Ceilings, Floors & Doors: maintain, repair, replace, and restore that Owner's Unit, including the interior walls, ceilings, floors, and doors in a clean, sanitary, and attractive condition;

6.1.2 Window Glass: repair and replace all window glass for that Owner's Unit and be responsible for the interior and exterior cleaning of the window glass;

6.1.3 Water and Sewer: maintain in an open and unobstructed condition all water, sewer, and drainage pipes and lines which serve only that Owner's Unit between the points at which they leave the pipes and lines serving more than one Unit to serve only that Owner's Unit and the points at which they rejoin the pipes and lines serving more than one Unit;

6.1.4 Water Heater and Air Conditioning: maintain, replace, repair, and restore the water heating, air conditioning and heating equipment which serves that Owner's Unit;

6.1.5 Surfaces: maintain surface areas (other than exterior building surfaces) bounding all elements of that Owner's Unit, including balconies.

6.1.6 Wiring and Gas: All wiring from the junction where it divides to serve a Unit is considered that Unit Owner's responsibility for repair and maintenance. For any Unit that has a fireplace, that Unit Owner is responsible for the repair and maintenance of the gas line which serves the fireplace and the cost of gas determined from the gas meter serving that Unit.

6.2 Balcony Railing: The Association will replace or repair any balcony rail that becomes termite-infested if the Board determines the infestation could spread to other Common Area for which the Association is responsible.

7. COMMERCIAL USE [CC&Rs, Article X, Section 2].

7.1 Commercial Use Prohibitions: Except with the Board's approval, no portion of Stoneybrook, including any Unit, shall be used for any business, commercial, manufacturing, mercantile, storing, vending, or any nonresidential purposes except that an Owner may lease that Owner's Condominium in compliance with the Governing Documents.

8. SIGNS [CC&Rs, Article X, Section 3].

8.1 Sign Restrictions: No sign shall be displayed in public view anywhere in Stoneybrook without the written permission of the Board. A sign includes any pamphlet, announcement, or other graphic media.

8.2 Approved Postings: An Owner or Occupant may post a notice or notices on any bulletin board which the Association has provided throughout the Common Area, however any such notice must meet the following requirements: The notice must not be larger than 3" x 5" and must be dated. The notice must be removed after one month. The notice must not be used as a forum for resolving complaints with another Owner or Occupant. The Association shall remove any notice which does not meet these requirements.

8.3 For Sale / Lease Signs: An Owner may display one advertisement "FOR SALE" or "FOR LEASE" of that Owner's Unit on the board at the Stoneybrook entrance on Bellflower Boulevard, provided:

8.3.1 The design, size, and content of the advertisement complies with Stoneybrook's requirements as established from time to time.

8.3.2 The Owner gives the Stoneybrook on-site management office at least 24 hours prior notice to prepare the advertisement.

8.3.3 The advertisement describes the Owner's Unit only as a 1-bedroom, 2-bedroom, or 2-bedroom plus den.

8.3.4 The Owner gives the Stoneybrook on-site management office notice to remove the advertisement within 24 hours after the Owner's Unit is sold or leased, as the case may be.

8.3.5 An advertisement "FOR SALE" shall be removed after 90 days. An advertisement "FOR LEASE" shall be removed after 30 days, but may be renewed with the on-site management office for additional 30-day periods by completing a new advertisement card at the Association's management office.

8.4 Lock Boxes: A lock-box for entry to a Unit is permitted on that Unit's door only. A lock-box for entry to the Common Area is permitted on the Association's main gate only.

9. OFFENSIVE ACTIVITY [CC&Rs, Article X, Section 4].

9.1 Right of Quiet Enjoyment: No person shall carry on any noxious or offensive activity at Stoneybrook or do anything which might be or become a danger, annoyance, or nuisance to any Occupant, which in any way interferes with the rights of quiet enjoyment of any Occupant, or which in any way increases the rate of any insurance.

9.2 Personal Music: Musical devices in any common area (pools, gym rooms, tennis courts, etc.) must be used with an earphone device.

9.3 Noise Limits: Noise from a Unit (such as a TV, radio, stereo, party, etc.) must be kept at a reasonable level at all times. The maximum level of loudness for playing of a personal stereo in a unit is 65 dbA or 70 dbC, as determined by a sound expert. Consideration of your neighbors will enhance the enjoyment and tranquility of everyone in the community.

9.4 Live Music Restriction: No live music is permitted at Stoneybrook without prior written Board approval.

10. BALCONIES [CC&Rs, Article X, Section 4].

10.1 Rules for Personal Property: Personal property, including plants and barbecue equipment, may not be placed on, within, or hung from a balcony or a balcony rail, except in accordance with the following rules:

10.1.1 Plant Placement: Planting containers may only be placed upon the deck of the balcony or on a decorative open metal plant rack, which may extend higher than the balcony rail.

To prevent rot and termite damage, plant containers may not be attached to or placed upon the wood balcony railings.

First and second floor balconies may securely anchor hanging containers from the wood railing posts of the balcony above them.

Penetration of Association walls for any purpose, including the mounting or hanging of plants, is not allowed.

Plant containers must have provisions (such as saucers) for containing all runoff from containers, so as to prevent dripping and splashing from the balcony onto neighbors or garages below. Water shall not be allowed to stagnate in saucers.

Plants visible from the exterior must not have an offensive appearance (for example, no dead plants are permitted).

10.1.2 Storage: Storage of recreational items such as surfboards, bicycles, and gym equipment is permitted on a balcony as long as they are stored below the top rail of the balcony. No other storage is permitted on a balcony, including, but not limited to, boxes, barbecues, tires, ladders, cleaning supplies (such as mops), garbage, trash cans, appliances (such as refrigerators), etc. No storage cabinets are permitted on a balcony.

10.1.3 Patio Furniture: Patio furniture is permitted on a balcony but not furniture that is intended for indoor use such as dinettes, wood indoor tables, etc.

10.2 Balcony Covering Approval: No indoor/outdoor carpet or any other material may be affixed to a balcony without the prior written approval of the Board.

10.3 No Hanging or Shaking: No article may be hung or shaken from a balcony (for example, no towels, bathing suits, rugs, wet suits, etc).

10.4 No Shades or Blinds: No shades or blinds may be hung from a balcony or a roof overhang.

10.5 Balcony and Holiday Lighting: No light fixtures may be installed on a balcony except (i) Board-approved light fixtures and (ii) Christmas lights installed no sooner than the first day after Thanksgiving Day each year and removed no later than January 15 each year.

11. ILLEGAL ACTIVITIES [CC&RS, Article X, Section 4].

11.1 Illegal Activities: No Owner or Occupant shall engage in any activity at Stoneybrook which is in violation of any law, ordinance, statute, rule, or regulation of any local, county, state, or federal body.

11.2 Report of Illegal Activities: Illegal activities are beyond the authority of the Association. Anyone who suspects illegal behavior and/or substances should contact the proper legal authority, not the Association.

12. PARKING [CC&Rs, Article X, Section 6, and Article XVII, Section 2].

12.1 Association Records: Every Occupant shall provide the Association with all information which the Association may deem necessary concerning that Occupant's Vehicle and parking space to be maintained in the Association's occupancy ledger.

12.2 Stoneybrook Registration: Every Vehicle parked at Stoneybrook must have a registration sticker issued by the Association displayed in the lower corner of the driver-side windshield, otherwise the Vehicle may be towed at the owner's expense.

12.3 Vehicle Defined: The term "Vehicle" refers to any passenger automobile, motorcycle, or bicycle.

12.4 Vehicle Restrictions: No Vehicle shall remain at Stoneybrook except an Occupant's Vehicle parked within a parking space assigned to the Unit in which that Occupant resides or a space which that Occupant rents from another Occupant.

12.5 Guest Parking: No Guest parking is allowed at Stoneybrook except at the main entrance, which is for Guests only, not Occupants. An Occupant's Vehicle parked in the Guest parking will be ticketed by the Association and may be towed at the Occupant's expense. Any Vehicle parked in the Guest parking for more than 24 hours may be towed at the owner's expense.

12.6 Parking Exclusions: No boats, campers, trailers, or other similar items may be parked or placed in Stoneybrook except for less than 12 hours for loading or unloading purposes to prepare for a trip.

12.7 Impeding Access: No Vehicle shall be parked in a manner that impedes ready access to another Occupant's parking space.

12.8 Temporary Parking: Temporary parking to furnish goods and services to the Association or to Occupants or for loading and unloading purposes is permitted if it complies with the CC&Rs.

12.9 Inoperable Vehicles: No inoperable Vehicles (those with flat tires, old registration, etc.) are allowed at Stoneybrook and may be towed at the owner's expense.

12.10 Vehicle Towing: Any Occupant desiring to tow a Vehicle from that Occupant's parking space must do so at that Occupant's own expense and arrange to recover that expense from the Vehicle's owner.

13. GARAGES AND PARKING AREA [CC&Rs, Article X, Section 7].

13.1 Parking Space Exclusions: Parking spaces are for Vehicles only. Storing furniture, tires, batteries, gasoline cans, flammable substances, or hazardous substances within garages and parking areas is strictly prohibited. Storing other household goods within garages and parking areas is also prohibited, except in storage units which the Board has approved in writing.

13.2 Vehicle Gates: Garage gates shall not remain open except to enter and exit.

13.3 Obeying Signage: All signs shall be obeyed. All red-painted curbs are "No Parking" zones. Any Vehicle parked in a "No Parking" zone may be towed by the Association at the Vehicle owner's expense.

13.4 Speeding: No racing of engines or speed exceeding 10 mph is permitted at Stoneybrook.

13.5 No Repairs or Washing: No mechanical repair on any Vehicle is permitted at Stoneybrook. This includes oil and filter changes, and washing a Vehicle.

13.6 Horn Restriction: No Occupant shall sound the horn on any Vehicle at Stoneybrook in violation of the Vehicle Code. No Occupant shall have a security device on a Vehicle set so unreasonably sensitive that it creates an audio nuisance.

13.7 Towing: Any violation of the above may result in towing.

13.8 Bike Rooms: A bike room is available for Occupants to store their bicycles. Arrangements shall be made with the on-site manager. The bike room shall not be used for storing any motorized vehicle or any flammable or hazardous substance such as gasoline. Any Occupant who uses the bike room shall pay a security deposit for a key to the bike room and an annual usage fee, in such amounts as the Association's Board may establish from time to time.

14. EXTERNAL FIXTURES [CC&Rs, Article X, Section 8].

14.1 Items Restricted: No external items shall be constructed, effected, or maintained anywhere within Stoneybrook without the written approval of the Board. "External items" include, but are not limited to, television and radio poles and antennae, flag poles, clotheslines, wiring, insulation, air-conditioning equipment, water softening equipment, fences, awnings, ornamental screens, screen doors, porch or patio or balcony enclosures, sunshades, walls, landscaping, and planting.

14.2 Flags: The Board has approved flag mounts provided they are placed only on the wooden trim. The flag may not exceed 3 feet by 5 feet in size or interfere with other units. Flags may not be mounted for real estate purposes or be of a permanent nature.

14.3 Satellite Dishes: Any Owner desiring to install a satellite dish shall submit an application as prescribed by the Association with a proposed plan prepared by a licensed contractor for the consideration of the Association's architectural committee.

15. WINDOW COVERS [CC&Rs, Article X, Section 9].

15.1 Coverings Restrictions: Only curtains, drapes, shades, shutters, and blinds may be installed as window coverings within a Unit. All portions of a window covering visible from the exterior shall be white, off-white, or neutral in color. No window shall be covered by paint, foil, sheets, paper, or similar items.

16. ELECTRONIC TRANSMITTING EQUIPMENT [CC&Rs, Article X, Section 10].

16.1 Transmitting Equipment Restriction: No electronic transmitting equipment shall be installed, maintained, or used within Stoneybrook without the written approval of the Board.

17. EXTERNAL LAUNDRYING [CC&Rs, Article X, Section 11].

17.1 No External Laundry: No external laundering or drying of clothing or other items is permitted without the written approval of the Board.

17.2 No Washers or Dryers: No washers or dryers are permitted in any Unit. Plumbing regulations of the City of Long Beach prohibit such an installation given the existing plumbing, and dryers cause excessive noise.

18. UNSIGHTLY ITEMS [CC&Rs, Article X, Section 12].

18.1 Debris Removal: All weeds, rubbish, debris, or unsightly materials or objects of any kind shall be regularly removed from Units and shall not be allowed to accumulate therein.

18.2 Prohibited Items: Refuse containers and woodpiles, and machinery and equipment not a part of Units, shall be prohibited upon any Unit unless obscured from view of adjoining Units.

18.3 Disposal: Trash and garbage not disposed of by equipment contained within Units shall be placed in containers by Occupants for removal from Stoneybrook as follows: trash and garbage being transported from any Unit to a trash chute shall be contained in such manner that no trash, garbage, liquids, or any portions of any such items shall fall upon the hallway or clog the trash chute. It is recommended that the garbage be tied tightly in plastic bags to avoid the above.

19. ANIMALS [CC&Rs, Article X, Section 14].

19.1 Pet Defined: The Owner or Owners of a Unit may keep one pet within that Unit. The term "pet" means a domesticated bird, cat, dog, or aquatic animal kept within an aquarium, but no other animal. The pet's weight shall not exceed fifteen (15) pounds at any time.

19.2 Licensed and Registered: All pets shall be licensed as required by the City of Long Beach. All pets shall be registered with the on site management office and the city license number provided.

19.3 Control Over Pet: Any time the pet is outside of the Unit and within any Common Area of the Association, the responsible Owner shall keep the pet on a secure leash not more than eight feet (8') long held continuously in the hands of a responsible person capable of controlling the pet, in a carrier, or restrained by other similar means that ensures control over the pet.

19.4 Soiling of Common Areas: The Owner shall not permit his or her pet to soil any portion of the Common Area and shall be responsible for immediately cleaning up any soiling that occurs.

19.5 Elevator Exclusion: No pet except a service animal shall be permitted in any elevator unless in a secure carrier.

19.6 Noise Restrictions: The Owner shall be responsible for his or her pet's compliance with all noise restrictions in these Association Rules.

19.7 Tracking of Dirt: The Owner shall not permit his or her pet to track visible dirt or other debris inside the Common Area buildings.

19.8 Common Area Exclusion: Pets must be walked outside the development and may only be in the Common Area for ingress and egress purposes. In taking their pet outside the development, the pet owner must take the shortest route possible.

19.9 Common Area Exclusion: No pet shall be permitted in the clubhouse, gym, Common Area restrooms, laundry rooms, tennis courts, pool areas, or barbecue areas.

19.10 Balcony Exclusion: No pet may be left unattended on a balcony.

19.11 Legal Conformance: The Owner of any pet shall comply with all laws and ordinances relating to leashes, licensing, and other similar regulatory requirements. The Owner shall not permit his or her pet's behavior to constitute a public or private nuisance within Stoneybrook.

19.12 Responsibility for Damage: The Owner shall be responsible for any and all injury or damage caused by his or her pet or the Owner's failure to properly control and restrain the pet. This section is intended to comply with *Civil Code*, section 1360.5, or successor statute.

20. CHILDREN [CC&Rs, Article X, Section 15].

20.1 Occupant Responsibility for Children: The Association does not permit, endorse, or authorize the unlawful discrimination or harassment of children (meaning persons under 18 years of age). Each Owner or Occupant shall be accountable to all other Owners and Occupants for the conduct of any child of the former while within Stoneybrook.

20.2 No Association Supervision: Each adult Occupant is responsible for supervising his or her child or children of any age within the Common Area; the Association is not responsible and does not provide such supervision.

20.3 Children Under 14 Accompanied: For health and safety reasons, all children under the age of 14 must be accompanied by an adult Occupant to use any of the recreational facilities such as the pools, recreation room, gym room, barbecues, and general Common Area.

21. STRUCTURAL ALTERATIONS AND INTEGRITY [CC&Rs, Article X, Section 16].

21.1 No Structural Change: No interior or exterior structural change is permitted within a Unit without the written approval of the Board of Directors. Nothing shall be kept within a Unit which might impair the structural integrity of any building or other structure. This shall not prohibit an Owner from decorating the interior of his or her Unit.

21.2 Structural Change Defined: A "structural change" is defined as (i) any alteration or modification to any wall, sub-floor, or ceiling component within a Unit, regardless of whether or not it contains electrical or plumbing connections or is part of a bearing wall, and (ii) any electrical or plumbing modification that affects a Common Area. For example, an Owner may not erect a wall to convert a 2-bedroom unit with a den to a 3-bedroom unit without written Board approval. A structural change does not include a room divider that is not a wall, a change in flooring, a cupboard, a countertop, an electrical or plumbing modification that affects only that Owner's Unit, or any alteration which is solely decorative in nature and does not affect the structural integrity of the building or other structures.

21.3 Request for Structural Change: Any request to make a structural change must be submitted in writing to the Board of Directors with a sketch of the proposed structural change. The request must be submitted in sufficient time to permit the Board to direct the request to the Association's Architectural Committee for review.

21.4 No Exterior Alteration: No exterior painting or alteration of any common area or exclusive use common area, patio, fence, or garage area is permitted without the written approval of the Board of Directors.

21.5 Door Locks and Keys: No door or door handle to a Unit shall be altered or modified, but various locks may be installed in the door as long as the door looks from the hallway the same as the original installation. All keys to a Unit, the mailbox which services that Unit, or the Common Area for use by any Occupant(s) of that Unit are the responsibility of the Owner of that Unit.

22. MAXIMUM NUMBER OF OCCUPANTS [CC&Rs, Article X, Section 17].

22.1 Occupant Registration: All Occupants, whether adults or children, shall be registered with the Association on the Association's occupancy ledger.

22.2 Unit Occupancy: The occupancy of a 1-bedroom Unit shall not exceed 2 persons. The occupancy of any other Unit shall not exceed 4 persons.

23. USE OF RECREATION ROOM AND RECREATIONAL EQUIPMENT [CC&Rs, Article X, Section 18].

23.1 Board or Committee Reservation: The Board of Directors and any official committee appointed by the Board may reserve the clubhouse for exclusive use at any time without completing a reservation form.

23.2 Clubhouse Reservation: Any Occupant of a Unit may reserve Stoneybrook's recreation room (also known as the "clubhouse") for that Occupant's exclusive use, provided (i) the Owner of the Unit is not delinquent in any assessments or fines owed to the Association and (ii) the Occupant (and the Owner of the Unit if other than the Occupant) signs the Association's Clubhouse Reservation Form and submits it to the Association's on-site management office with a deposit payable to the Association in such amount as the Board of Directors may establish from time to time. The deposit will be waived for one usage per calendar year per Owner.

23.3 Approval and Deposit: Although prior approval of the Association's Board is not required to reserve the clubhouse, the Association's Board reserves the right to decline any request. Therefore, a request may take as long as a full month to process because the Board meets regularly only once a month. If the request is denied, the deposit will be returned. If the request is approved, the deposit will become the property of the Association and may be deposited in the Association's bank account.

23.4 Owner Responsibility: The Owner who signs the reservation form shall be responsible for any and all damages or liability, whether caused to the Common Area or otherwise, by any person attending an event reserved by the Owner's signature. The Owner shall indemnify and hold harmless the Association and its agents, employees, officers, and directors, from and against all actions of any person attending an event reserved by the Owner's signature. The Association will inspect the clubhouse after each use. The Association may use the deposit to reduce any damages or liability that the Association discovers after the inspection, including security and cleaning. Any portion of the deposit that is not used to reduce the Association's damages or liability shall be returned to the person who makes the deposit. The Association may take up to a full month to return the deposit or any portion thereof in order to allow time to inspect the clubhouse after the party.

23.5 Areas Reservable: Reservation of the clubhouse includes the upstairs interior area where the kitchen and pool table are located. It does not include the television room unless separately requested on the reservation form. However, the television room may not be reserved for exclusive use if it has been previously reserved pursuant to these Association rules on a non-exclusive basis for the same date and time. In no event shall a reservation include the Association's offices, the gym, hot tubs, saunas, or any Common Area outside of the clubhouse such as the pool or barbecue equipment.

23.6 Availability: Reservations shall be made on a first-come, first-served basis. No more than one event per day shall be scheduled for the clubhouse without the prior written permission of the Board. The days and times of reservation shall be limited to any Sunday through Thursday from 10:00 a.m. until 11:00 p.m. and any Friday, Saturday, or night preceding a legal holiday until midnight, except on days that the clubhouse is reserved for general use of Occupants as the Association's Board may establish from time to time. The clubhouse shall not be reserved for more than 6 hours for any single event. The party reserving the clubhouse shall have exclusive use for setup and cleanup only during the hours reserved.

23.7 Presence and Form: The Owner who signs the reservation form need not attend the event. However, the Occupant who signs the reservation form must personally be present at the event as host or hostess and must have a copy of the reservation form at the event signifying the Association's approval of the event.

23.8 Guard Requirement: Parties with over 25 guests must hire a Board-approved guard service for the duration of the event but not less than a minimum charge of four hours. The Association must receive proof that the guard service has been reserved before the Association will approve an event or provide a key to the recreation room. If the application states that there will be fewer than 25 guests, but more than 25 guests attend, the Board may request a hearing to impose a monetary charge for the guard service even though the guard may already be on the premises. This is to insure an orderly party and help prevent uninvited guests from "crashing the party." The Board reserves the right, in its sole discretion, to require a guard for parties of less than 25 guests.

23.9 Music: All music, whether or not amplified, must be declared in the application. Generally, no live or amplified music will be approved.

23.10 No Guest Parking: All Guests attending an event at the clubhouse shall park outside of the Common Area. Guests are not permitted to drive inside the complex unless accompanied by the Occupant; this includes loading and/or unloading, unless the Guest is using the Owner's parking space. The Occupant should consider having guests carpool due to limited parking along Bellflower Boulevard.

23.11 No Gate Propping: No entrance gate to Stoneybrook shall be propped open at any time for arriving Guests. The Occupant (or Owner, as the case may be) who reserves the clubhouse, shall make arrangements for Guests to enter Stoneybrook.

23.12 Responsibility for Guests' Actions: Persons using the clubhouse shall conduct themselves so that their actions will not be offensive to others. Occupants are responsible for the actions of their Guests.

23.13 Prohibitions: No smoking, bare feet, or wet bathing suits are permitted in the clubhouse at any time.

23.14 Attachment of Decorations: Decorations are permitted in the clubhouse and deck area if they cannot cause potential damage to the property. No nails, thumb tacks, or staples are permitted. No tape is permitted on the wall paper.

23.15 Glass Container Restrictions: Bottles and glassware are limited to use inside the clubhouse and on the upper patio deck surrounding the clubhouse. The Occupant or Owner, as the case may be, is responsible for removing glass from these areas. If damage occurs, the Owner and, if different, the Occupant shall be responsible.

23.16 Commercial Use Approval: No Occupant or Owner, as the case may be, shall directly or indirectly use the recreation room for any commercial selling or fund raising activity without prior approval of the Board.

23.17 Rules, Instructions, Fire and Safety Rules: In addition to these Association Rules, all instructions that may be posted in the clubhouse shall be observed. All fire and safety rules, as determined by the Long Beach Fire Department, shall be adhered to at all times.

23.18 Doors and Lights: All clubhouse doors must remain unlocked during any reserved usage, and in the evenings, lights must remain on. The clubhouse door must remain closed during use to help deaden some of the noise. Doors and windows shall be locked and all lights turned off at the conclusion of use with the Occupant or Owner, as the case may be, leaving the party last.

23.19 Cleanup and Trash: All party trash shall be disposed of in trash bins in the garage level of either building 1 or 2. The clubhouse shall be cleaned up to the same condition in which it was reserved. Failure to do so shall be subject to a fine in such amount as the Association's Board may establish from time to time.

23.20 Violation of Rules: If the Association receives notice of a violation of the clubhouse rules set forth in this section, the following procedure shall be followed:

23.20.1 Violation Hearing Notice: A notice of hearing describing the alleged violation shall be mailed to the Owner against whom the charge is made by first-class or registered mail addressed to the Owner at his or her last address as reflected in the Association's records. The notice shall set forth the date, time, and place on which the Board shall conduct a hearing to consider the alleged violation and shall be mailed at least 15 days before the hearing.

23.20.2 Violation Hearing: A hearing shall be conducted with a panel of not less than three individuals appointed by the Board who may or may not be members of the Board. This panel may consist of the Board itself sitting in executive session. The Owner shall have the opportunity to present evidence in writing and/or use any witnesses and/or bring legal counsel. The panel shall evaluate the evidence of the alleged violation.

23.20.3 Penalties: Within 30 days after the date of the hearing, the Owner shall be notified in writing of any fine or penalty to be imposed or levied, or any decision to suspend voting privileges, or of any amount to be deducted from the deposit, and the reasons for the decision.

23.20.4 Fines and Costs: A fine or penalty of \$50.00 may be imposed and deducted from the deposit along with the actual costs incurred by the Association, such as for clean-up.

23.21 Television Room: The television room in the clubhouse may be reserved without a deposit on a non-exclusive basis for viewing a specific program on the Association's television if the following conditions are met:

23.21.1 Request by 3 or More Owners: Any combination of 3 or more Owners or Occupants notify the Association's on-site management office of their desire to view the same program scheduled to be broadcast on a given date.

23.21.2 Not Previously Reserved: The television room has not been previously reserved for exclusive use of the clubhouse pursuant to these Association rules.

23.21.3 Non Exclusive Use: Any Owner, Occupant, or authorized Guest is permitted to

attend and view the broadcast.

23.21.4 First Come Basis: Reservations shall be on a first-come, first-served basis.

23.22 Equipment Checkout: Occupants also may check out from the on-site manager certain recreational equipment which the Association owns and maintains for use in and around the clubhouse, such as pool table equipment. The equipment may not be removed from Stoneybrook's premises. All such equipment shall be returned to the Association no later than the next business day after it is checked out. Failure to do so shall be subject to a fine in such amount as the Association's Board may establish from time to time. Although prior approval of the Association's Board is not required to checkout recreational equipment, the Association's Board reserves the right to decline any request.

24. GUESTS AND OWNERS NOT IN POSSESSION OF A UNIT [CC&Rs, Article XI, Section 1(a)].

24.1 4 Guests Per Unit: No Unit may have more than 4 guests in the Common Area at a single time, including the recreational facilities. This does not mean 4 Guests per Owner or Occupant - only 4 Guests per Unit. Any adult guest who remains in a Unit overnight with the permission of an Occupant of that Unit may use the Common Area without being accompanied by an adult Occupant of the Unit. All other Guests must be accompanied in the Common Area by an adult Occupant of the Unit at all times. Each Occupant is responsible at all times for the actions of that Occupant's Guests.

25. COMMON AREA [CC&Rs, Article XI, Section 1(b)].

25.1 Care of Common Areas: The cost of maintaining the Common Area depends on the care and consideration exercised by each and every Owner, Tenant, Occupant, and Guest. If maintenance costs are high and the current budget is not sufficient to meet those costs, Regular Assessments will have to be increased.

25.2 Responsibility for Damage: Any damage to buildings, recreational facilities, equipment or any other Common Area property, caused by an Owner, Tenant, or Guest or any family member, employee, or contractor of the Owner, Tenant, or Guest, shall be at the expense of that Owner.

25.3 Areas Off-Limits: No Owner, Occupant, or Guest is permitted on any roofs, walls, fences, gazebos, or in the streams.

25.4 Lawns for Viewing: Lawns are for beauty and the viewing enjoyment of Occupants. The lawns shall not be used for frolicking or playing, including any sports activities such as Frisbee, ball games, football, etc.

25.5 Planting Approval: No planting is permitted in the Common Area except with the Board's written permission.

25.6 Wheeled Conveyances Prohibited: Use of bicycles, tricycles, big wheels, skateboards, roller skates, or roller blades anywhere within Stoneybrook, including in the hallways, is prohibited, except for entering and exiting Stoneybrook along the back driveway.

25.7 BBQs Prohibited: In order to ensure safety and prevent smoke from disturbing others, no barbecues are permitted in the Common Area except those provided by the Association. Any Owner, Occupant, Tenant, or Guest who uses the Association's barbecues is responsible for cleaning the grills after each use.

25.8 No Sleeping: With the exception of the pool areas during their hours of use, no sleeping is permitted in the Common Area, including the clubhouse.

25.9 Obstruction Prohibited: Obstruction of walkways, hallways, and/or entrance ways is prohibited.

25.10 Personal Property Outside Unit: No personal property is permitted outside of a Unit except while entering or leaving the premises.

25.11 No Running: No running is permitted in any hallways.

25.12 Doors Closed or Locked: All doors throughout the Common Area shall remain closed at all times except for ingress and egress. All doors to gates, laundry rooms, gym room, bathrooms, bike rooms, and other similar Common Area facilities also shall remain locked at all times.

25.13 Water Conservation: No one shall leave water running unnecessarily because the Association pays for the water used in every Unit and in the Common Area. A dripping faucet can waste hundreds of gallons of water. A running toilet is even more costly in both dollars and water use. Excessive water use may cause an increase in Regular Assessments.

25.14 No Smoking Areas: No smoking is permitted in any structure or enclosure within Stoneybrook, except in an individual Unit. This includes the Main and North Pool enclosures.

25.15 No Flammable Articles: No flammable articles such as rags, papers, etc. shall be stored

in water heater closets or storage units.

25.16 No Explosives or Flammable Fluids: Explosives or flammable fluids may not be stored in any Unit or Common Area. All federal, state and local laws must be observed.

25.17 Association Equipment or Property: No Owner, Occupant, Tenant, or Guest shall borrow or remove any equipment or property from the Common Area.

25.18 No Soliciting: No soliciting by any Owner, Occupant, Tenant, Guest, or outside agent shall be conducted within the complex.

25.19 Insurance Claims: Insurance claims submitted against the master policy by individual Owners for interior damages and/or losses, will be sent to the Board for review before presentation to the Association's insurance carrier.

26. POOLS AND SPAS.

26.1 WARNING: THERE IS NO LIFEGUARD ON DUTY IN THE POOL AND SPA AREAS

26.2 Risk Assumption: All Persons using pool or spa do so at their own risk.

26.3 Hours: Pool hours are 7:00 a.m. to 11:00 p.m., Sunday through Thursday and 7:00 a.m. to 12:00 midnight on Friday, Saturday, and any day immediately preceding a legal holiday.

26.4 Children Under 14: State law requires any child under age 14 who uses a swimming pool to be accompanied by an adult. Also, the Association Rules concerning children using the Common Area apply equally to the use of the pools and spas.

26.5 Medical Conditions: No person having an apparent skin disease, sores, or inflamed eyes, or any communicable disease, shall use the pools.

26.6 Swim Suit Requirement: Swimming trunks or swimming suits must be worn when in the pools or outdoor spas. No cut-off jeans, Levi's, or diapers are permitted. Infants must wear bathing apparel with snug fitting leg openings.

26.7 Pre-Showering: Every person using the pools or spas shall shower before doing so.

26.8 Intoxication: For safety purposes, use of the pool while under the influence of alcohol or drugs is prohibited.

26.9 Eating or Drinking: For sanitation purposes eating or drinking while in the pool or spa is prohibited.

26.10 Music: For courtesy reasons, music is limited to personal headphone devices only.

26.11 Behavior and Noise: Boisterous or rough play or game-playing is prohibited in the pool or spa areas. Any noise above the level of normal conversation is prohibited in the pool areas in order to not disturb others. Guardians are expected to enforce this with children.

26.12 Running: For the safety of all, running is prohibited in the pool & spa areas.

26.13 Diving or Jumping: For safety reasons, diving or jumping into pools or spas is prohibited.

26.14 Toys: For the enjoyment and safety of all, rafts, toys, or balls, are prohibited in the pools or spas, except appropriately used safety flotation devices which must remain in the direct possession of the user. Goggles are permitted.

26.15 Glass: For safety purposes, the use of glassware or glass bottles in the pool or spa areas is prohibited.

26.16 Drying Off: Anyone who uses the pool or spa shall dry off before entering any building within Stoneybrook.

27. TENNIS COURTS.

27.1 Availability: The following rules for the tennis courts are designed to maintain the courts for the private use of those who are authorized to use them and to provide an equal opportunity to all those persons.

27.2 Authorized Usage: Tennis courts are reserved for Stoneybrook Occupants and their Guests only. Occupants may have a maximum of three Guests each, and the Occupant must be actively participating in the game. Due to the fact that non-Occupants and uninvited individuals have used the tennis courts in the past, any individual using the courts may be asked to establish that they are authorized to do so. The Association requests that no one be offended by such a request because it is in the best interests of those who are authorized to use the tennis courts.

27.3 Hours: The tennis courts will be open from 9:00 a.m. to 10:00 p.m.

27.4 First Come: The courts are available on a first-come, first-served basis and are for the express purpose of playing tennis.

27.5 Tennis Only: No other sport may be conducted on the courts. Only tennis shoes are allowed on the court surface.

27.6 Court Availability: When all tennis courts are in use and no court is available, the following procedures shall apply.

27.6.1 Waiting List: Players desiring to use a court shall sign up and wait in turn.

27.6.2 Players Present: All players must be present and waiting when signing up for a court.

27.6.3 First Court Available: The first court available must be taken or the players forfeit their place on the waiting list.

27.6.4 Limit on Sets: Players are limited to one set of singles or two sets of doubles.

27.6.5 Rally Time Limits: A 5-minute rally is permitted if playing sets. When not playing sets, the maximum rally time is 30 minutes.

27.6.6 Tie Breaker: A nine point tie breaker shall be played when the score reaches six all.

27.7 Clarifications: The rules that are most often violated bear clarification: When play is in progress and other players arrive at the tennis courts to play, a singles match will terminate when the set in progress is completed, and a doubles match will terminate if in the second set. Players shall not start a new set in order to monopolize the court. If two or three players wish to play together or an Occupant has three Guests, they will abide by the singles rule OR the 30-minute rally time rule, NOT BOTH! If a player is on the court, that player cannot be considered as part of a match waiting to be played. Three players shall not take the court if waiting for a fourth player.

28. LEASES [CC&Rs, Article XVI, Section 16].

28.1 Lease Subject to Governing Documents: Every lease or rental agreement for a Unit shall be in writing and shall contain a clause which states that:

“This lease shall be subject in all respects to the provisions of the Stoneybrook Villas Owners Association’s Declaration of Covenants, Conditions, and Restrictions, Articles of Incorporation, Bylaws, and Association Rules. Any failure by the lessee hereunder to comply with the terms of the foregoing documents shall be a default under this lease.”

28.2 Lease Filed in Management Office: Within 10 days after an Owner and his or her Tenant(s) sign a lease, the Owner shall deliver a copy of the lease to the Association’s on-site management office. The delivery of the lease to the Association is necessary to register every Tenant’s and Occupant’s right to use the Common Area. No Tenant shall receive parking stickers, phone registration, or other privileges related to residency at Stoneybrook until the Association’s on-site management office receives a copy of that Tenant’s lease and the lease contains the clause required above.

28.3 Owner Responsibility for Tenant:

28.3.1 Rules Provided to Tenant by Owner: EACH OWNER OF A UNIT THAT IS LEASED IS RESPONSIBLE FOR SUPPLYING THAT OWNER’S TENANT(S) WITH A COPY OF THESE RULES.

28.3.2 Tenant Compliance: The Owner is responsible for the Tenant’s compliance with the Governing Documents.

28.3.3 Damage by Tenant: The Owner of a Unit that is leased is responsible for any and all damage to the Common Area caused by a Tenant while moving in or out of the Unit.

28.4 Eviction Demand: If the Board conducts enforcement proceedings against a Tenant for violating the Governing Documents and those proceedings result in a resolution demanding the eviction of the Tenant, the Owner of the Unit where the Tenant resides shall commence legal action against the Tenant, including an unlawful detainer action within 10 days after receiving the Board’s written demand. If the Owner fails to do so, the Association may institute such action on behalf of the Owner against the Tenant. The Owner shall reimburse the Association for any and all expenses the Association incurs in connection with such legal action, including attorneys’ fees and costs of suit. If the Owner fails to reimburse the Association for such expenses within 10 days after the Association makes written demand, the Association may levy a Special Assessment against the Owner and his or her Unit for the expenses and may enforce the assessment in the manner provided in the Governing Documents.

28.5 Lease Restrictions: No Owner may lease less than his or her entire Unit. No Owner may lease his or her Unit for transient or hotel purposes, which is defined as (i) rental for a period of less than 30 days or (ii) any rental whatsoever if the Occupants of the Unit are provided with customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, and bellboy service.

29. VIOLATION AND FINE POLICY [Article III, Section 8 of the Bylaws] May 19, 2004**ENFORCEMENT OF VIOLATIONS — FINES AND PENALTIES**

29.0 Authority: Article III, Section 8 of the Bylaws of the Association gives the Board of Directors the Authority to assess Penalties and take Legal Action for Violations against the CC&R's, Bylaws, and/or Association Rules of this Association.

29.1 Homeowner Responsibility: The Homeowner (Legal Association Member) of the unit is responsible for any and all Guests and Tenants of his/her unit; therefore, the owner will be assessed the fine and be responsible for attending the Hearing.

29.2 Due Process: The following Due Process Procedure will be followed in assessing fines:

29.2.1 Violation Notice: A written "Violation Notice" alleging violation shall be mailed to the Homeowner against whom such charges are made, addressed to his last address as known on the Association's records and giving the Homeowner 10 Days in which to correct the Violation.

29.2.2 Correction: If the Violation is corrected within 10 days and does not reoccur, no further action will be taken.

29.2.3 Hearing Notice: If the Violation is NOT corrected within 10 days or has reoccurred, a written "Hearing Notice" will be mailed at least 15 days prior to the Hearing Date to the Homeowner against whom such charges are made by first-class or registered mail addressed to the Homeowner's last address as known on the Association's records, setting forth the place, time, and date upon which the charges shall be heard.

29.2.4 Hearing: At the Hearing, the charges will be heard by at least three people, who may or may not be Directors or members and will be appointed by the Board. They will evaluate the evidence of the alleged violation.

29.2.4.1 Right to be Heard: At the Hearing, the Homeowner so charged shall have the right to be heard by the presentation of oral or written evidence, present witnesses and /or bring legal counsel.

29.2.4.2 Notice of Decision: Within 10 days after the date of the Hearing, the member will be notified of the decision, which will include the fines and penalties to be imposed or levied, if any, and the date that such fines and penalties are Due.

29.4 Assessment Penalties: The following Penalties may be imposed as an Assessment against the Homeowner's Stoneybrook account:

29.4.1 Fines: The Fine for a Violation shall be \$100.00 for the first offense. If the Violation is not corrected within 15 days or reoccurs the Fine shall

29.4.2 Costs: Homeowner will be responsible for any costs to correct the Violation.

29.4.3 Suspension of Privileges: The Board May suspend voting privileges and use of the recreational facilities for the period during which any assessment remains unpaid. The same Due Process Procedure will be followed as for assessing a penalty fine.

29.4.4 Legal Fees: Legal Fees may be assessed to the Homeowner not in compliance.

29.5 Reoccurrence of Violation: A reoccurrence of the same Violation by the same Homeowner may result in the automatic imposition of additional Fines without a Hearing.

30. VENDOR / CONTRACTOR RULES. [Article V of the CC&Rs]

30.1 Contract Inclusion: Unit Owners must provide these Vendor / Contractors (V/C) Rules to all V/Cs and include them as an addendum to any home improvement, furnishing, moving, or appliance contracts they enter into for work at SBV.

30.2 Respect for Complex: V/Cs are considered Guests while working at Stoneybrook Villas and are expected to treat our community with respect.

30.3 Behavior: Unit Owners will be held responsible for the behavior of their V/Cs.

30.4 Access: Unit Owners are responsible for providing access to the complex and the Owner's unit for their V/C. Limited access keys are available in the Office.

30.5 Loading and Unloading: One Loading Zone space is provided in each building garage for the temporary loading and unloading of tools and materials up to 30 minutes.

30.6 Parking: For V/C day parking, Unit Owners may allow V/Cs to park in their assigned parking spaces, or on Bellflower Blvd, or on the outer (S/E) curb along Stoneybrook Lane such that a 12-foot wide fire lane is always passable.

30.7 Overhead Clearance: is 6'-9" in all garages. No higher vehicles or loads are permitted.

30.8 Building Permits: City of Long Beach Building Permits shall be obtained for all Construction requiring such permits. Copies of signed-off permits shall be submitted to the Association Office upon completion of the construction. Owners will be held liable for damages to the Association caused by non-permitted work.

30.9 Hours: Hours for construction in units shall be enforced: Monday through Friday 7 am to 7 pm, Saturday 9 am to 5 pm, Sunday & Holidays—NONE.

30.10 Trash Bin Use Prohibition: Use of Association trash bins or any common area for the dumping of construction debris and appliances is prohibited.

30.11 Debris Removal: Construction debris and appliances must be removed from the site by the V/C or, if agreed upon in writing between the V/C and Owner, by the unit owner.

30.12 Noise: The playing of any electronic media that can be heard by neighboring units is prohibited.

30.13 Wet Sawing and Containment: No masonry or ceramic materials may be dry-sawed. Only wet sawing is permitted. A waterproof tarp containment area must be created for sawing on the balconies.

30.14 Exhausting Fumes: Noxious fumes or odors must be vented out of the ceiling exhaust fans or by fans through the sliding glass doors.

30.15 Front Doors Closed: Front doors to the common area hallways must be kept closed during all construction to prevent emissions from entering the hallways.

30.16 Cleanup: V/C will cleanup 100% of any debris generated by their activities and remove it off site.

30.17 Washout: No drain, landscape area, or other common area may be used for the washout or dumping of any materials. V/C is responsible for removal of ALL debris off site.

30.18 Remediation Assessed: Remediation of damage to, or cleaning of, Association common areas caused by the V/C or their sub-contractors, will be performed by the Association and assessed to the Unit Owner.

By Signing below, the Vendor / Contractor agrees to perform his services in accordance with the above Association Rules.

Owner

Date

Vendor / Contractor

Date