



Casa Pasadena Welcome Package

(updated 11/1/2025)

Created by Adam Andersen

1. Casa Pasadena FAQ
2. Casa Pasadena rules and regulations (updated 2024)
3. Casa Pasadena Election Rules (updated 2025)
4. Casa Pasadena Water Shut Off Policy
5. Casa Pasadena contractor on-site work rules
6. Casa Pasadena Pet Policy
7. Satellite Dish and Antenna Installation Policy
8. Casa Pasadena Water Intrusion Policy
9. Casa Pasadena In-Unit Laundry Facilities Policy
10. Bicycle Storage Room Rules
11. General Storage Room Rules
12. Mini-Split and Window Air Conditioner Installation Rules
13. Fireplace Temporary Ban (3/26/2025 to 12/31/2025)
14. City of Pasadena smoking ban ordinance
15. Introduction to My Green Condo

Casa Pasadena

Frequently Asked Questions

Congratulations and welcome to your new home at Casa Pasadena. As your neighbors on the Board of Directors, we wanted to personally welcome you and look forward to meeting you soon. We take great pride in our community and are personally thrilled to have you join us.

This document is meant to answer many of the questions you may have about living here. If you have a question that hasn't been adequately answered here, you can either contact the Property Manager at casapasadena@mygreencondo.net or the Casa Pasadena Homeowners Association (HOA) Board of Directors at board.casapasadena@mygreencondo.net.

Where's the best place to get information about the HOA?

Go to the association's My Green Condo (MGC) page and login to see announcements, see and pay your monthly statement, submit a work request, send internal emails, view the Document Library, and more. To log in go to www.mygreencondo.net/casapasadena. If you have questions about how to use MGC, there is a Basic Training Guide below.

What is a homeowner's association?

A homeowner's association (HOA) is a non-profit corporation registered with the State and managed by a duly elected Board of Directors. Its purpose is to maintain all common areas and to govern the community in accordance with the provision of the legal documents: CC&Rs, Bylaws, and Articles of Incorporation. Membership in the Association is automatic and mandatory for all homeowners, who support the corporation financially through payment of assessments, also known as dues or homeowner association fees.

What is the Board of Directors?

The HOA is a corporation and therefore requires a governing body to oversee its business. The Board of Directors is elected by the homeowners in accordance with the Bylaws and the Casa Pasadena Election Rules, which can be found in the Document Library. The limitations and restrictions of the powers of the Board of Directors are outlined in the Association's governing documents.

For current 2026 board member list see mygreencondo minutes

The officers elected to their roles earlier in 2025 are:

- Adam Andersen, President
- Justin Schwartz, Vice President
- Bryan Clark, Treasurer
- Neeyaz Angoshtari, At Large member
- Nick Brown, At Large member

What is a "property manager," what do they do, and how do I reach them?

A property manager is contracted by the Board of Directors to provide such services as: collection of assessments, supervision of subcontractors, obtaining bids for subcontracted services, providing financial statements and collection reports. A property manager can also serve as an advisor and general clearing house for problem solving and communications with

homeowners and the Board of Directors. Our management company, ONIT Property Management or ONIT, reports directly to the Board and all decisions are made by a majority vote of the Board of Directors. You can reach the property manager online through the MGC Contact Page, by email at casapasadena@mygreencondo.net or by phone at 818-861-7887.

Are board meetings open to all residents? If so, where and when are they held?

No, board meetings are open to homeowners only. Notice of the time and place of all regular board meetings are published on the Association website and are posted throughout the complex. The general meeting of the Board of Directors (open to homeowners) is on the 3rd Wednesday of each month beginning at 7:15PM in the Rec Room and via Zoom.

I can't make it to a Board meeting. Are the minutes available?

Yes. Minutes are published within 30 days or so after a meeting. They can be found in the MGC Document Library.

What are the Bylaws?

The Bylaws are the guidelines for the operation of the non-profit corporation. The Bylaws define the duties of the various offices of the Board of Directors, the terms of the Directors, the membership's voting rights, required meetings and notices of meetings, and the principal office of the Association, as well as other specific items that are necessary to run the Association as a business. A copy of the Bylaws can be found in the MGC Document Library.

What are the CC&Rs?

The Covenants, Conditions and Restrictions (CC&Rs) is the governing legal document that sets up the guidelines for the operation of the planned community. The CC&Rs were recorded by the County recorder's office of the county in which the property is located and are included in the title to your property. Failure on the part of a homeowner to abide by the CC&Rs may result in a fine to the homeowner by the Association. A copy of the CC&Rs can be found in the MGC Document Library.

Are there other rules?

Yes. Casa Pasadena has approved additional policies, rules and regulations that are sent to all owners annually and are available in the MGC Document Library. These policies, rules and regulations are intended to maintain the value and integrity of the community on behalf of all owners and help protect the value of property. Violation of these rules on the part of homeowners and residents may result in action by the Board of Directors that could include a fine. It is each homeowner's sole responsibility to inform their tenants of all policies, rules and regulations. The homeowner is also responsible for any and all damage caused by their tenants to common areas and facilities.

If I am having a problem with a neighbor regarding a violation of the policies, rules and regulations, what can I do?

If homeowners or residents cannot resolve a situation between themselves they can turn to the Association. If you're involved in a situation that does not appear to be resolved through neighborly means and you're willing to actively participate in the enforcement provided by the rules and regulations, you can contact the Property manager to submit a written complaint. If the

situation involves a violation of the policies, rules and regulations, the Board of Directors will initiate enforcement proceedings. Your continued assistance may be required.

What do I do if my neighbor is smoking?

On July 11, 2011, the City of Pasadena passed a “no-smoking” ordinance for multi-family homes, defined as two or more units, applicable to both those now existing and to be built, effective January 1, 2012. The ordinance provides that it will be unlawful to smoke in any common area (broadly defined in the statute to include all areas other than a unit), patio, balcony or inside a unit within any multi-family building, which includes condominiums. Furthermore, the ordinance prohibits smoking in unenclosed areas within a reasonable distance (20 feet) from any doorway, window, opening, or vent into an enclosed area in which smoking is prohibited. The actual enforcement of the ordinance is the responsibility of the Pasadena Public Health Department, NOT the HOA. Violators will be subject to a \$100 ticket citation for the first violation, \$200 for the second violation, and \$500 for the third violation occurring within a 12-month period. If someone is smoking within the complex or 20 feet from a doorway, you should call the City’s Tobacco Control Program at (626) 744-6014. You should also contact the Property Manager so that the HOA can address the violation of its rules and regulations as well.

Are there fines or other penalties for violations?

Yes. The CC&Rs and the HOA policies, rules and regulations allow the HOA to enforce its various policies and rules by levying and collecting reasonable fines and costs as established by the Board. The fines will be assessed against the homeowner for violations by the homeowner, members of his or her family, invitees, licensee, tenants or lessees of such homeowners. The HOA rules and regulations set forth the schedule of notices/warning letters and the schedule of fines. In addition, the Board may seek to recoup costs, impose fees, initiate legal action, suspend voting rights, suspend pool privileges and/or any other penalty deemed appropriate to the situation. All legal fees or costs incurred by the Association to enforce violations or collect fines will be the responsibility of the homeowner.

As of July 1, 2025, a new California law (part of Assembly Bill 130) significantly changed how Homeowners Associations (HOAs) assess fines, primarily by capping most fines at \$100 per violation. Here are key aspects of how HOA fines are now handled in California:

- **Fine Cap:** Most fines are limited to a maximum of \$100 per violation, or a lower amount if stated in the HOA's rules.
- **Health and Safety Exception:** Higher fines are only permitted if the violation poses a clear health or safety risk to common areas or other properties.
- **Documentation:** For fines over \$100, the board must issue a written finding during an open meeting detailing the specific health or safety impact.
- **No Extra Fees:** Late fees or interest cannot be added to fines, except for health/safety exceptions.
- **Right to Cure:** Homeowners must receive written notice of a violation and have a chance to fix it before a fine is imposed. No fine is issued if the issue is corrected within the timeframe.
- **Hearing Process:** The law requires specific hearing procedures where residents can present their case before a fine is finalized, followed by a written decision within 14 days.

What is my assessment?

The assessment is the monthly amount due from each homeowner to cover the operating expenses of the common area and to provide for reserve funds for the repair and/or replacement of common facilities in future years. Assessment amounts are published in the Association Budget, which is located in the Document Library. Beginning February 2025, the monthly assessment is budgeted at \$645 per month.

Will my assessment go up?

There is no simple yes or no answer to this question. In order to cover increased costs of operating and maintaining the common area and sufficient reserve funds, the Board of Directors may approve increases in budget that could increase your assessment up to the percentage (20% annually) allowed by the Civil Code. Any greater increase requires a vote by the Owners.

What is a Special Assessment?

The HOA Board may impose a special assessment up to 5% of the current fiscal year's budgeted gross expenses without membership approval regardless of any limitations that might be found in the governing documents. (Civ. Code §5605(b)). Unless it is an emergency assessment, a special assessment over 5% requires membership approval, i.e., a majority of voting members once a quorum has been established. (Civ. Code §5605(b).) The statute defines "quorum" to mean more than 50% of the owners of an association. Voting is done by secret ballot. If the assessment is approved, proper notice must be given before the assessment can be levied.

What happens if I don't pay my assessment?

The maintenance and management services incurred by the Association are dependent upon timely receipt of assessments due from each homeowner. Late payments will result in a late charge. The CC&Rs allow the Association to assess late charges and interest and to proceed with a lien on your property and even foreclosure proceedings for nonpayment of assessments. If you need help paying your assessments, you can ask the Board for a payment plan (which will avoid late fees and interest charges) but you will still need to catch up within 12 months. The Board does not have the authority to forgive any assessment.

What are the pool hours? ...BBQ hours? ...Rec Room hours?

Monday - Friday 9:00 am - 10:00 pm

Weekends 9:00 am - 11:00 pm

What about the gym hours?

Monday - Friday 6:30 am - 10:00 pm

Weekends 7:30 am - 10:00 pm

Where do I do my laundry?

Each floor or each building has a laundry room with a commercial washer and dryer. The cost is \$1.00 to wash a load and \$1.00 to dry a load. It takes about 30 minutes for a wash cycle and 60 minutes for a dry cycle. Laundry room hours are 7:00am to 11:00pm daily. Any machines running outside these hours may be interrupted mid-cycle.

Can I install a washer and dryer in my unit?

I'm sorry, In-unit laundry facilities (clothes washers and dryers) may not be installed in any Unit. Casa Pasadena was not designed and built to accommodate in-unit washer/dryers. In

particular, the building's drain lines are not sufficient to accommodate the sudden force and volume of water into a drain pipe during the rinse cycle, which can overload the line and lead to backups in other Units. In addition, noise and vibrations can radiate through walls and floors into surrounding units.

When is our trash picked up?

The HOA has contracted Athens Waste for trash pickup. Each floor of each building has a trash room. Please place your trash in a sealed plastic bag so that it doesn't smell or spill out when it goes down the trash chute. The trash chutes deposit trash into large steel bins located in the garage level. Those bins are collected by Athens and rolled to the street on Monday, Wednesday and Friday, generally between 8am and 5pm. Since the bins are out of the trash room and on the street during those times, **please do not put trash down the chutes** until you are certain the bins are back in their place.

Please break down your cardboard boxes and take them down to the garage-level trash bins. Do not stuff them down the chutes since they will often jam in the chutes and cause a backup of trash.

If you have a large item to be thrown away (such as a mattress or sofa) **do not leave it in the garage or on the street/sidewalk**. You must call the Property Manager to arrange for a special pickup by Athens. It will cost \$65 for such a pickup. Once a year the HOA also rents a very large dumpster and leaves it in the parking area for a week. All residents may utilize this dumpster free of charge to throw away large items that do not fit into the regular trash bins. This includes furniture such as sofas, chairs and tables, mattresses, and other large household goods.

What do I do with electronic items and hazardous waste?

DO NOT throw electronic items or household hazardous waste into any trash bin or dumpster. You must drop off unwanted electronic items such as televisions, computers, etc. at and household hazardous waste at our local S.A.F.E. Collection Center.

The City of Los Angeles has 7 S.A.F.E. Collection Centers for residents of the City and County of Los Angeles. Centers accept solvents, automotive, flammables, and electronics. Sites are generally open on Saturdays from 9am-3pm (unless specified otherwise).

Two S.A.F.E. Collection Centers closest to Pasadena:

Washington Blvd S.A.F.E. Center - 2649 E. Washington Blvd., Los Angeles - Open Saturday and Sunday, 9am-3pm.

LA/Glendale S.A.F.E. Center - 4600 Colorado Blvd., Los Angeles - Open Saturday and Sunday, 9am-3pm (Please note: This location is temporarily closed. Please check the S.A.F.E Collection Center website for updates.)

How do I buzz visitors in the front gate?

When a visitor arrives, they can look you up alphabetically on the Door King access panel. When they press CALL, your designated phone number is dialed. Answer your phone, identify your visitor, and then hit the 9 key on your phone's keypad to open the lock. To have your phone number entered into the gate entry system, please contact the Property Manager.

I have guests coming to visit. Where can they park?

Street parking around Casa Pasadena is restricted by day and time of day, and overnight parking is prohibited. Be sure to read the parking signs very closely. There is no parking due to street cleaning on the 1st and 3rd Tuesday of each month between 8:00 AM and 12:00 noon. There is also no overnight parking on the streets around Casa Pasadena between the hours of 2:00 AM and 6:00 AM without a permit. And even when parking is permitted it is restricted to 2 hours (and you can't simply move your car to somewhere else on the street). The City of Pasadena enforces its rules quite arduously, so please beware.

Unfortunately Casa Pasadena has no extra spaces that can be set aside for guest parking. Equally unfortunate, the City of Pasadena is very strict about its parking regulations. There are several solutions or alternatives: (1) you may obtain a Preferential Parking Permit, which comes with guest hang tags; (2) parking is available about ½ block away at the Caltech parking structure on Wilson; or (3) day parking and overnight parking permits can be obtained from the City either online at www5.cityofpasadena.net/transportation/parking-permits/ or at the fire station about 2 blocks east of Casa Pasadena on Del Mar Blvd at Hill Ave.

Can I reserve the Rec Room for a private party?

Yes. You should reserve the Rec Room via MGC (create a new Facility Reservation) or by calling the Property Manager. The specific rules for use of the Rec Room are in the 2018 Rules and regulations, which can be found in the MGC Document Library.

Can I reserve the pool for a private party?

No. The pool and surrounding area cannot be exclusively reserved. Homeowners and their guests must accommodate the use by other residents and their guests. A homeowner is permitted to bring no more than eight (8) persons (children and adults), including the homeowner, into the pool area at one time. The homeowner must be present at all times during this use.

Can I reserve the BBQs and patio area?

No. The barbecue area is for shared use by homeowners and tenants on a first-come first-served basis. This area cannot be exclusively reserved. Homeowners and their guests must accommodate the use by other residents and their guests. A homeowner is permitted to bring no more than eight (8) persons (children and adults), including the homeowner, in the barbeque area at one time. The homeowner must be present at all times during this use.

I have more stuff than space. Where can I store my extra stuff?

If you run out of closet space, you can't put your stuff on the balcony, the hallways, or any other common area. Instead, the HOA does have a storage room located in the garage level. In order to prevent theft, that room is locked at all times. You can obtain the access code to the storage room by contacting either the Property Manager or a Board member. There are specific rules for the storage room so please read the General Storage Room Rules.

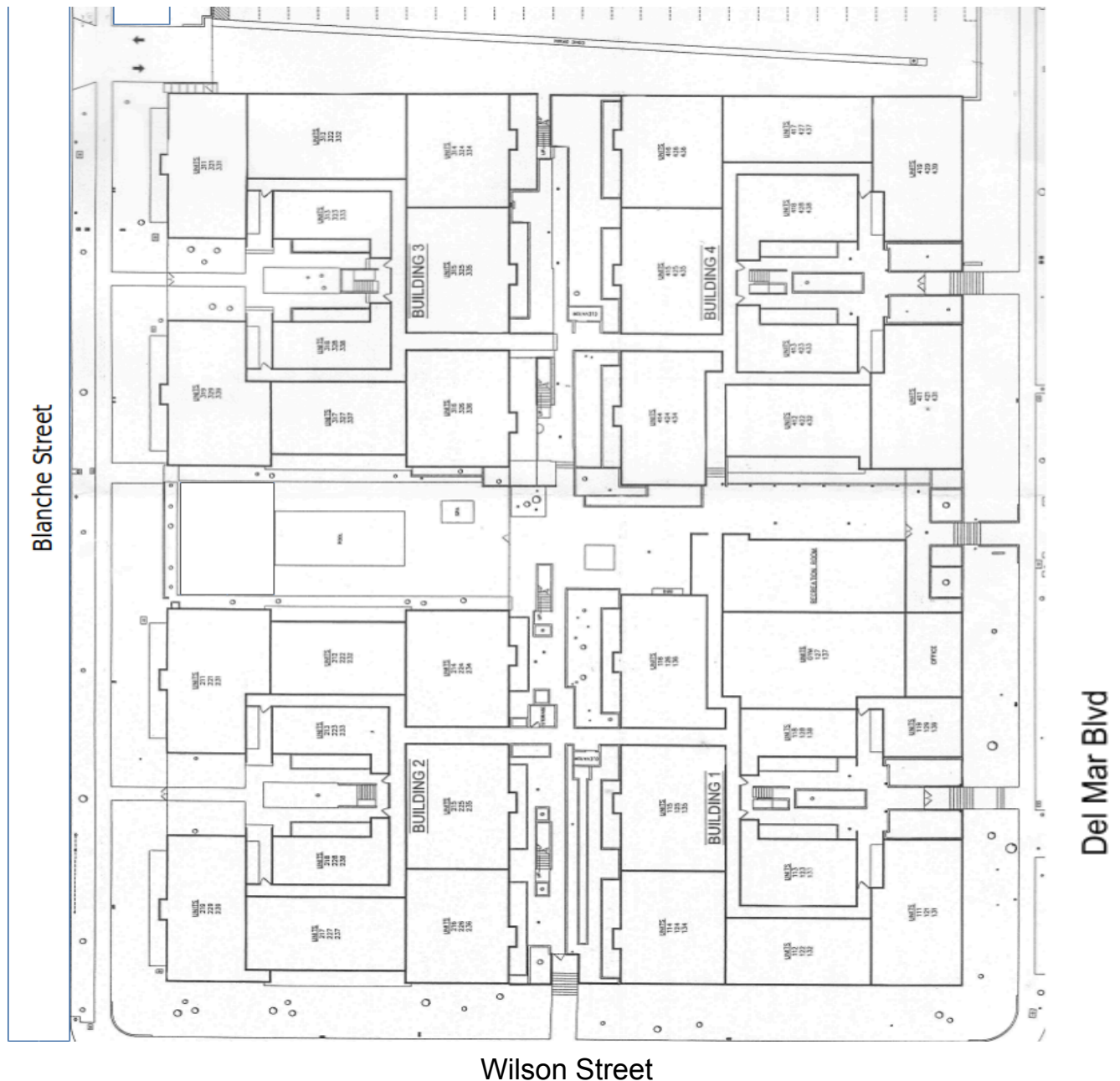
Where can I put my bike?

Bicycles cannot be left on your balcony or in any common area of the complex. Instead, the community has a bike room located in the garage level. In order to prevent theft, that room is

locked at all times. You can obtain the access code to the bike room by contacting either the Property Manager or a Board member. There are specific rules for the bike room so please read the Bicycle Storage Room Rules.

Walking around the complex is confusing!

One of the quirks of Casa Pasadena is the unit numbering system. Each digit has a meaning. The first digit is the number of the building. Yup... confusing. The second digit is the floor where your unit is located. And the third digit is the unit number on that floor (each floor has 9 units). So, for example, unit 234 is located in Building 2, on the 3rd floor and is the 4th unit. This helps when explaining to delivery people or guests how to find you after you buzz them in the front gate. This floor plan might help:



Can I borrow a bike?

The community now has 2 cruiser bikes that can be checked out and used by residents. The bikes are located in a bike rack next to the Building 4 stairway into the garage. You should reserve the bikes via MGC (create a new Facility Reservation) or by calling the Property Manager. You may check out 1, 2 or 3 bikes. Please note in the "Detail" box of the reservation how many bikes you are checking out.

Each bike is locked by (i) a heavy-duty U-Lock and (ii) a cable lock. The keys to the U-Locks are located in a lockbox mounted to the bike rack. The code for the lockbox is 1127. Please return the key to the lockbox and relock the lockbox. The combination for each cable lock is 1127. Please keep bikes locked up when not in use to prevent theft. Please be sure to lock the bikes to the bike rack when you return them. Please treat the bikes as if they are your own so that we can continue to make them available to the community.

The bikes DO NOT have lights, so please do not use them in the dark. Bicycle helmets are also not provided. NOTE: Bicyclists and passengers under age 18 must wear an ANSI or Snell approved helmet when a passenger or riding upon a bicycle.

Please limit your use to a 3-hour period so others may check out the bikes. Please contact ONIT Property Management if you need to borrow a bike for a longer period of time.

I need to do repairs in my unit. How do I ...

- **...turn off the water?**

Non-emergency plumbing interruptions require 48 hours' advance notice posted in the elevator of the affected building, on the mail room notice boards, and in the hallway junctions of the affected building. The Water Shut Off Policy and Water Shut Off Notification Template can be found in the Residents' Folder of My Green Condo (MGC). Since the public restrooms are in Building 1, please make certain that you are not turning off the water in your building at the same time that someone else is turning the water off in Building 1. Finally, in order to avoid flushing out rust and other deposits, your contractor should turn the water back on SLOWLY -- no more than ¼ turn every minute.

- **...get HOA approval?**

If you are doing a small project that does not entail major renovation, doesn't change the plumbing in any way, and doesn't change the electrical in any way, you may only need to notify the HOA before you start work. Larger projects, however, must obtain the prior approval of the Board. Before you start any renovation project, you should check with the Property Manager about whether your project requires HOA approval or just notification. If it does require approval, then you should see such approval by submitting an ARC Application via MGC.

- **...notify the Property Manager?**

You can notify the Property Manager by email at casapasadena@mygreencondo.net or by phone at 818-861-7887. You will need to provide (i) a copy of the necessary City Permits, and (ii) the name of your contractor, the contractor's contact information

(especially mobile telephone number), CA Contractor's License Number, and the contractor's proof of insurance. You must also review and give a copy of the On-Site Work Rules to your contractor. These can be found in the Document Library.

- **...replace my windows or sliding door?**

Because these changes affect the exterior of the building, it will require Board approval. You will need to submit an ARC Application via MGC. As a general matter, windows and doors can be replaced as long as you seek approval and use the approved color.

- **...install a mini-split air conditioner?**

This is a major installation that will require holes through the building wall and that will affect the exterior of the building, so it will require Board approval. You will need to submit an ARC Application via MGC. There is a specific policy that governs the installation of air conditioners, which can be found in the Document Library.

- **...repaint my balcony or repair my balcony.**

Since the balconies are part of the common area (but dedicated to each unit), any repairs, repainting, redecking, etc. must be done by the HOA. There is a list of balconies that need attention and the HOA is undertaking the necessary repairs on a most-critical-first basis. To have your balcony added to the list, you need to create a new Work Request in MGC -- and be sure to select Balcony Repair as the Request Type.

Does Pasadena have any construction hour restrictions?

Yes. City of Pasadena Code section 9.36.070 limits construction activities to the following times:

- From 7:00 am to 7:00 pm Monday through Friday
- From 8:00am to 5:00pm on Saturday
- All construction activities are prohibited on Sundays and holidays.

The balcony is mine and I can do what I want, right?

No. While the balconies are there for the exclusive use of the units they are attached to, they are in fact part of the HOA's common area. Balcony leaks are a serious issue because of the significant damage to units and surrounding common areas they cause. Water intrusion can damage ceilings, walls, carpets and hardwood floors, and lead to mold in the walls. As such, the HOA is responsible for the maintenance and repair of the balconies, including the deck surface. To ensure that balconies remain in good condition the HOA has set guidelines for the appropriate use of balconies and may schedule periodic inspections to ensure that balconies are in good working order. Guidelines regarding balconies are enumerated in the HOA rules and regulations, which can be found in the Document Library.

Can I hang laundry on my patio or balcony?

California is a "right-to-dry" state so residents may dry their clothes outside. However, clothes, linens, towels, bathing suits, etc. may not be hung from the balcony or patio railings at any time. Clothes lines may not be attached to either the building or the balcony or patio railings. A drying rack may be used so long as it is removed promptly and is not left out overnight.

I want to lease my unit. What do I need to know?

The HOA takes no role in leasing your unit. You can do it yourself or hire an agent to represent you. Nonetheless, there are some rules and regulations that will affect you. The details are in the rules and regulations found in the Document Library, but here are the basics:

- Before you list the unit, please advise the Property Manager.
- Homeowners may only rent their units for periods of one (1) year or more.
- Homeowners renting their units must provide the following documentation to the Board:
 - (1) Contact information of the renter, including emergency contact numbers
 - (2) A copy of the signed lease or rental agreement
 - (3) A copy of the signed Casa Pasadena Lease Addendum, which can be found in the Document Library
 - (4) A copy of rules and regulations, signed and dated by renter and owner, acknowledging that both parties have read the rules and will abide by them.
- Homeowners are required to provide their renters a complete set of Casa Pasadena governing documents and a copy of the City of Pasadena smoking ordinance: Chapter 8.78 TOBACCO USE PREVENTION ORDINANCE (which can be found in the Document Library).
- Realtors' and agents' lockboxes may be used temporarily on individual unit doors once the owner's written consent is provided to the Board. These lockboxes may only contain a key to the unit to which it is attached. The lockbox must be labeled with the owner's or agent's contact information. Lockboxes found in other locations will be removed.
- Agents can obtain a temporary gate access code from the Board for access.
- Gates and doors may not be propped open or left unlocked at any time.
- Temporary lease or rental signs are permitted during showings of units, provided that they are professionally made and do not block common areas. No permanent signs are permitted.

The HOA has insurance so do I need my own insurance coverage?

HOA policies typically cover only the common areas in the development. This means that if damage occurs to the lobby, garage, exterior stucco or roof of the condominium building, for example, the HOA insurance will likely cover it. Casa Pasadena's Master Policy currently provides "walls-in" coverage -- that is, the HOA will repair damage caused to the basic structure (the "shell") of your unit, including the plumbing and electrical systems. However, the HOA policy will probably not cover any damage to the interior of the unit (such as ruined flooring, walls, or appliances). The HOA insurance also won't provide protection for any of your personal belongings in the unit (sofas, chairs, beds, artwork, etc.). Without your own HO6 insurance coverage, you'll be paying out of pocket to replace things such as fire-damaged furniture or art. You should also ensure that you have sufficient liability coverage for injury to guests that occur in your unit and adequate earthquake insurance coverage. A copy of the HOA Master Insurance Policy can be found in the Document Library.

What about earthquake insurance?

The Association does not currently have earthquake insurance for the complex so you are encouraged to obtain coverage for your unit. You may obtain such coverage from the California Earthquake Authority (CEA): <https://www.earthquakeauthority.com/>. In addition, the Association has teamed up with Motus Insurance to offer earthquake insurance designed for condo owners, which has higher payouts and helps to cover some common costs: <https://motusins.com/>.

In general, you can find answers to most questions in this packet and the various policies, rules and regulations below. If you still need help figuring something out, you can call the Property Manager or a Board member. I know there is a lot of information to digest here, but don't worry -- this is a friendly and easy-going community, and everyone is willing to help you out.

Adam Andersen
President, Casa Pasadena HOA

CASA PASADENA CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

EFFECTIVE 1/18/2024

INTRODUCTION

Casa Pasadena (CP) is a community of diverse individuals, living in close quarters and sharing common areas. In order to continue to enjoy the many advantages our complex has to offer, please be mindful of your neighbors. Compromise and courtesy make our neighborhood a wonderful place to live.

The social success of a condominium community depends, in large part, on the rules, regulations and restrictions that govern how residents are expected to conduct themselves. Typically, the Bylaws and Covenants, Conditions and Restrictions (CC&Rs) subject all Owners (as defined in the CC&Rs) to general covenants, while the condominium's policies, rules and regulations provide specific guides for day-to-day living. Without these restrictions and a means to enforce them, the community living experience could become chaotic.

The CP Board of Directors have adopted the rules and regulations set forth below. They were developed in accordance with the CC&Rs, California Civil Code, and a common sense approach to condominium community living. Owners, their families and their guests are ultimately responsible for complying with them. Moreover, Owners shall be responsible for the conduct of their tenants and guests. Each owner shall be responsible for providing a current copy of the Association Rules and Regulations to their tenants, guests, invitees, agents, realtors, property managers and/or contractors, and ensuring adherence to those Rules and Regulations.

Failure to comply may result in fines or other penalties, depending on the seriousness of the offense, levied by the CP Board of Directors. Owners are also responsible for any fines, fees, or other charges incurred by their tenants, guests, invitees, agents, realtors, property managers and/or contractors.

MAKE INQUIRIES OR REPORT VIOLATIONS TO: ONIT Property Management, Erik Mendez at support@onitpropmgmt.com or (818) 861-7887.

NOTE: Please do not take your complaints directly to the Board Members.

The rules and regulations herein may be modified, amended or repealed at any time by the CP Board of Directors with due notice and in compliance with the California Civil Code sections 1357.100 to 1357.150. Any consents granted hereunder may be revoked for due cause.

The Casa Pasadena Condominium Association Board of Directors

TABLE OF CONTENTS

INTRODUCTION	1
ENFORCEMENT OF RULES AND REGULATIONS	3
Schedule Of Notices	3
Schedule Of Costs	3
PRIVACY ISSUES	4
Noise	4
Video Monitoring and Recording	4
Solicitation	4
PARKING	5
LIMITATION OF LIABILITY	5
COMMON AREA USAGE	5
Smoking	5
Balconies and patios	5
Pool and Spa Area	6
Barbecue Area	6
Recreation Room	6
Weight Room and Saunas	7
Public Restrooms	7
Mail Room	7
Laundry Rooms	7
Dress Code	7
RENTAL RESTRICTIONS	8
MOVE INS/OUTS	8
LOCKBOXES AND SIGNAGE	8
UNIT MODIFICATION AND MAINTENANCE	8
TRASH, FOOD WASTE AND DEBRIS DISPOSAL	9
UTILITY SHUT-OFFS AND RESTRICTED ACCESS AREAS	9
PETS	9
UTILITY SHUT-OFFS AND RESTRICTED ACCESS AREAS	10
HOW TO CONTACT YOUR HOA & BOARD OF DIRECTORS	10

ENFORCEMENT OF RULES AND REGULATIONS

In order to enforce the CC&Rs, Bylaws, Articles of Incorporation and Rules and Regulations, the Board of Directors may levy, assess, and collect reasonable fines and costs as established by the Board of Directors. The fines will be assessed against the Owner for violations by the Owner, members of his or her family, guests, invitees, licensees, tenants or lessees of such Owner.

THE STANDARD FINES TO BE LEVIED IN THE CASE OF VIOLATIONS ARE AS FOLLOWS:

Schedule Of Notices

- A. First Offense: Warning Letter to Owner
- B. Second Offense: Hearing Letter to Owner, Possible Fine
- C. Third Offense: Hearing Called By Board of Directors plus Fine
- D. Recurring Offenses: Enforcement per the Determination of the Board at the Hearing.

Schedule Of Costs

- A. First Offense --- \$00.00 fine
- B. Second Offense --- up to \$100.00 fine
- C. Third Offense --- \$150.00 fine
- D. Subsequent Offenses --- \$50.00 fine (up to \$200.00 annually).

In addition, the Board of Directors may seek to initiate legal action, suspend voting rights, suspend pool privileges and/or any other penalty deemed appropriate to the situation. Failure to pay the fines in the time as set forth herein may result in the filing of appropriate legal action. In addition, voting rights, the right to use the pool and other community privileges may be suspended.

The list above is not intended to be all-inclusive. Additions may be made as required. Fines and penalties may be imposed at the discretion of the Board of Directors; the amounts shall be predicated upon the severity of the violation and may include legal action. Restitution for damage or other costs associated with a violation may also be imposed in addition to any fine or penalty. A clerical fee may also be assessed in addition to the fine for processing the violation notice and other administrative costs.

All legal fees or costs incurred by the Association to enforce violations or collect fines will be the responsibility of the Owner.

It is each Owner's sole responsibility to inform their tenants of all Rules and Regulations. The Owner is also liable for any and all damage caused by their tenants to common areas and facilities.

Anyone wishing to report an alleged violation of the Rules and Regulations or CC&Rs may do so by contacting the property management company. Violations should be reported in writing. The identity of the person reporting the violation will not be disclosed to the Owner involved.

Title Six of the California Civil Code also known as the "Davis-Stirling Common Interests Development Act" and all sections therein and all sections subsequently added are deemed incorporated into these Rules and Regulations and made a part hereof.

PRIVACY ISSUES

Because we are living in a close community, sharing common walls, floors, and ceilings, it is especially important to be respectful of neighbors.

Noise

- a. Loud noises are prohibited in multifamily residential properties per City of Pasadena Municipal Code (9.36.060): 60 dBA limit between 7:00 am and 10:00 pm, and a 50 dBA limit between 10:00 pm - 7:00 am.
- b. The City of Pasadena Municipal Code (9.36.070) prohibits the use of most construction equipment in or within 500 feet of a residential district outside of the below listed hours. Additionally, all construction activities within Casa Pasadena are allowed only during the below listed times.

From 7:00 am to 7:00 pm, Monday – Friday

From 8:00am to 5:00pm on Saturday

All construction activities are prohibited on Sundays and holidays.

- c. The City of Pasadena Municipal Code (9.37.030) prohibits the use of gas-powered leaf blowers. Electric-powered leaf blowers may be used subject to restricted hours of:

From 8AM-6PM, Monday – Friday

From 9AM-5PM on Saturday

Prohibited all day on Sunday

- d. Please keep stereos, home theaters and other vibrating equipment away from common walls. Do not place speakers or other amplifying equipment directly on the floor.

Video Monitoring and Recording

Video monitoring or recording equipment owned by the Casa Pasadena Condominium Association is used to monitor public areas for security purposes only. Using intrusive devices such as drones or other mobile personal monitoring or recording devices is not permitted in the complex. Video doorbells placed on or immediately adjacent to a unit Owner's door are permissible.

Solicitation

Casa Pasadena is a gated community. As such, no unescorted persons or door-to-door solicitations are permitted for any reason.

PARKING

All parking spaces are numbered and assigned to Owners. Parking is only allowed within these spaces as there are no unallocated spaces. Should you wish to rent a space, please announce it on the mail room bulletin board.

- a. Visitor parking is not available on the premises. Please contact either the City of Pasadena Parking Enforcement Office, or the Caltech or PCC parking offices for off-site parking options.
- b. Parking signs are to be strictly adhered to at all times. Fire lanes are painted red and no parking is allowed at any time. Violators will be subject to immediate towing.
- c. The driveway and garage passages are considered fire and emergency access lanes. Parking in common areas other than in parking stalls is prohibited.
- d. No items other than vehicles may be parked or stored in the parking area.
- e. No attachments or additions may be made to the garage structure.

- f. Parking spaces must be properly maintained and free of oil and grease. Residents are responsible for removal of any oil or grease marks on driveways or sidewalks. Cost for removal of any oil or grease marks by the HOA will be assessed to the responsible Owner.
- g. All vehicles must be registered, licensed, and insured as required by state law.
- h. No construction, repairs, or maintenance to vehicles is permitted on the premises. Please see City of Pasadena Code for any similar restrictions on surrounding streets.
- i. Speed is limited to 5 mph. Please be cautious of pedestrians.

Any vehicle not complying with these rules or posted signage may be fined and/or towed at the vehicle owner's expense.

LIMITATION OF LIABILITY

- a. The HOA does not provide supervision, instruction, or assistance for the use of any common facility, including but not limited to the fitness facility and exercise equipment, the pool and jacuzzi, the saunas and public bathrooms, the barbeque area and barbeque grills, and the recreation room. Users of these common facilities assume all related risks, both known and unknown, including but not limited to lighting, temperature, lack of hydration, lack of supervision, water level, water condition, condition of the equipment, slipping or falling, collision with fixed objects, personal conditioning and fitness, travel to and from the pool and fitness facility, etc.
- b. Owners and residents agree to be solely responsible for safety and well being of their guests.
- c. Users of the common facilities agree to indemnify and hold the HOA harmless, and fully and forever release and discharge the HOA, its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said equipment and facilities.
- d. In the event that any damage to the common facilities, particularly but not limited to exercise equipment, jacuzzis, saunas, bathroom fixtures, and barbeque grills, occurs as a result of Owner's, resident's or their guests' willful actions or recklessness, the Owner will be held liable for any and all reasonable costs associated with the repair or replacement of such equipment or facility.

COMMON AREA USAGE

- a. Bike riding, skating, ball-playing, etc. are prohibited at all times in the complex.
- b. Per fire regulations, all hallway fire doors must remain closed at all times.
- c. Common areas should remain clear of carts, personal items and all other obstructions.

Smoking

The City of Pasadena has imposed a "no smoking" ordinance for multi-unit homes and condominiums. Accordingly, smoking is prohibited in any common area, patio, balcony or inside a unit within the complex.

Balconies and patios

- a. Balconies and patios are "exclusive use common areas" and cannot be modified without prior Board approval. This includes any additions to overhead areas, such as the underside of upper balconies and roofs.
- b. Only potted plants and patio furniture are allowed on the balcony surface. No items may be placed or stored on the balcony railings at any time, including plants, bicycles, clothes and towels.
- c. California Fire Code prohibits open flame of any kind on balconies.
- d. Clothes, linens, towels, bathing suits, etc. may not be hung from the balcony or patio railings at any time. Clothes lines may not be attached to either the building or the balcony or patio

railings. A drying rack may be used so long as it is removed within three (3) hours and is not left out overnight.

Pool and Spa Area

- a. This area cannot be exclusively reserved. Owners, tenants and their guests must accommodate the use by other Owners, tenants and their guests.
- b. An Owner or tenant is permitted to bring no more than eight (8) persons (children and adults), including the Owner/tenant, into the pool area at one time. The Owner/tenant must be present at all times during this use.
- c. Any use of the pool and spa is at user's risk since there are no lifeguards on duty at any time.
- d. Guests and children under 14 must be accompanied in the pool area by a sponsoring adult Owner or tenant at all times.
- e. Long exposures to hot temperatures can lead to dehydration, dizziness and nausea. Accordingly, children under 14 are not allowed in the spa at any time.
- f. Appropriate swimwear is required at all times. Babies, toddlers and all persons with bladder and/or bowel control issues must wear swim diapers in the pool or jacuzzi at all times.
- g. Personal items must be removed when leaving the area.
- h. The following are prohibited in the pool area:
 - Running, diving, horseplay
 - Excessive noises and music sources
 - Pets
 - Rafts and large inflatable toys
 - Glassware and breakable items
- i. Pool furniture has been arranged per state guidelines. Please do not move any furniture or trash bins closer to the pool or spa.
- j. The pool area abuts many units; please be considerate of neighbors by keeping noise at an acceptable level.
- k. The area is available for use during the following hours:

Monday - Friday 9:00 am - 10:00 pm
Weekends 9:00 am - 11:00 pm

Barbecue Area

- a. The barbecue area is for shared use by Owners and tenants on a first-come first-served basis. This area cannot be exclusively reserved. Owners, tenants and their guests must accommodate the use by other residents and their guests.
- b. An Owner or tenant is permitted to bring no more than eight (8) persons (children and adults), including the Owner/tenant, in the barbeque area at one time. The Owner/tenant must be present at all times during this use.
- c. Users are responsible for cleaning the grills and surrounding areas before and after use. All furniture should be returned to its original locations upon leaving.
- d. The barbecue area abuts many units; please be considerate of neighbors by keeping noise at an acceptable level.
- e. The area is available for use during the following hours:

Monday - Friday 9:00 am - 10:00 pm
Weekends 9:00 am - 11:00 pm

Recreation Room

- a. The Rec Room can be reserved for personal, one-time, events of eight (8) persons up to a maximum of forty (40) persons. Rental of the Rec Room does not encompass the rental or

exclusive use of any other area of the complex, including but not limited to the pool/spa, barbeque area, weight room, etc.

- b. The Rec Room may be reserved via My Green Condo, or by calling the Property Manager. Any costs for cleaning or damage will be charged to the associated Owner and will appear in the monthly billing statement from the Property Manager. The associated Owner may forward any such charges to their respective renter(s) as they deem appropriate.
- c. The Rec Room may not be used for any commercial purposes or as an office.
- d. The kitchenette is to be used for minor food preparation and cleaning. No food or paper towels should be run down the sink. All trash is to be placed in appropriate trash receptacles lined with a trash bag. At the conclusion of the use, all trash must be removed and taken to the trash room for appropriate disposal.
- e. All furniture should be returned to its original locations upon leaving.
- f. All guests must be escorted while on premises by Owner or tenant.
- g. Gates and doors may not be propped open. No furniture is to be placed outside the room. No live music or DJ's are allowed.
- h. The pool table is for billiard equipment only. Please keep drinks and food away from the surface. Do not sit on either the pool table or the ping pong table.
- i. The area is available for use during the following hours:

Monday - Friday 9:00 am - 10:00 pm

Weekends 9:00 am - 11:00 pm

Weight Room and Saunas

- a. Use of the equipment and space is voluntary and open to residents aged 16 and older.
- b. The HOA is not liable for any injury, either directly or indirectly, caused by use of these facilities (see Limitation of Liability above).
- c. Damage to equipment is the sole responsibility of the user.
- d. Users are expected to clean and replace equipment upon finishing their workout.
- e. The area is available during the following hours:

Monday - Friday 6:30 am - 10:00 pm

Weekends 7:30 am - 10:00 pm

Public Restrooms

- a. The restrooms are to be used only for normal bodily functions, changing and showering.
- b. No food, paper towels, excessive kleenex or toilet paper may be flushed down the toilet.
- c. No pets are allowed in the public bathrooms.

Mail Room

- a. Please pick up packages in a timely fashion to avoid theft or make arrangements with a friend or neighbor if away.
- b. Use the bulletin board to post notices. Check it as well for the latest news.

Laundry Rooms

Laundry room hours are 7:00am to 11:00pm daily. Any machines running outside these hours may be interrupted mid-cycle.

Dress Code

- a. Pool, jacuzzi and sauna: appropriate swimwear must be worn at all times. No street clothing (including shorts or underwear) is allowed. No nudity is allowed. Babies, toddler and all

persons with bladder and/or bowel control issues must wear swim diapers in the pool or jacuzzi at all times.

- b. Gym: appropriate exercise clothing and closed toe shoes must be worn at all times.

RENTAL RESTRICTIONS

- a. Owners may only rent their units for periods of one (1) year or more.
- b. Owners renting their units must provide the following documentation to the Board:
 - Contact information of owner and renter, including emergency contact numbers
 - Copy of signed, executed lease or rental agreement
 - Copy of rules and regulations, signed and dated by renter and owner, acknowledging that both parties have read the rules and will abide by them.
- c. Owners are required to provide their renters a complete set of Casa Pasadena governing documents and a copy of the City of Pasadena smoking ordinance: Chapter 8.78 TOBACCO USE PREVENTION ORDINANCE.
- d. City of Pasadena Municipal Code (17.50.296) places restrictions on hosted and unhosted short-term rentals. A short-term rental is a dwelling unit that is shared, in whole or in part, for transient occupancy for periods of up to 30 consecutive days as a way of generating rental income. Owners engaged in short-term rental of their unit must comply with all City of Pasadena requirements, including but not limited to, obtaining the requisite license and payment of fees. Vacation rentals and properties where the Owner does not reside for a minimum of nine (9) months out of the year are not permitted to be used for the purpose of short-term renting.

MOVE INS/OUTS

- a. Owners must contact the Board or the Property Manager at least 48 hours prior to unit sale, purchase, lease, or rental. Residents must contact the Property Manager at least 48 hours before the move in or move out of any unit, whether by a tenant or an owner.
- b. A \$100 fee will be imposed with every move in and move out.
- c. Move in and move out may only occur between the hours of 7:00 am and 7:00 pm Monday through Friday and 8:00 am to 5:00 pm on Saturday and Sunday, unless prior Board approval is obtained.
- d. Owners are ultimately responsible for repairs and cleanup in the event of damage or debris. Bulky items may not be placed in the trash bins or on the sidewalk, greenway or street; rather, the resident must make arrangements for proper disposal of bulky items.
- e. Moving trucks may not block any parked cars in the driveway or garage, nor impede ingress and exit from the driveway and garage.
- f. Gates may not be propped open unless they are attended.

LOCKBOXES AND SIGNAGE

- a. Realtors' and agents' lockboxes may be used temporarily on individual unit doors, once the owner has provided the necessary 48 hour notice of sale. These lockboxes may only contain a key to the unit to which it is attached. The lockbox must be labeled with the owner's or agent's contact information. Lockboxes found in other locations will be removed.
- b. Agents can obtain a temporary gate access code from the Board for access to the complex.
- c. Gates and doors may not be propped open or left unlocked at any time.
- d. Temporary sale, lease or rental signs are permitted during showings of units, provided that they are professionally made and do not block common areas. No permanent signs are permitted.

UNIT MODIFICATION AND MAINTENANCE

- a. Owners must notify the Board in advance of any upcoming work with contact information, licenses, and insurance documents for any contractors, as well as a timeframe and scope of

work. This includes repair and replacement of window frames, glass, sliding doors, and installation of mini-split and window air conditioning units. In addition, some interior modification (including but not limited to installation of mini-split units) may require submission to and approval from the HOA's Architectural Review Committee via My Green Condo.

- b. Pursuant to City of Pasadena Municipal Code (9.36.070) and these Rules & Regulations, construction activities are allowed only during the following hours.
 - From 7:00 am to 7:00 pm Monday through Friday
 - From 8:00 am to 5:00 pm on Saturday
 - All construction activities are prohibited on Sundays and holidays.
- c. Owners are responsible for ensuring that contractors are mindful of, and follow, all governing documents including, but not limited to, rules about gate and door security and cleanliness. Contractors must be given a copy of the Casa Pasadena On-Site Work Rules (all current policies and rules are located in the My Green Condo library).
- d. Owners are responsible for the conduct and workmanship of their contractors. This includes arranging for offsite disposal of all debris, cleaning of common areas, and repair of any damages.

TRASH, FOOD WASTE AND DEBRIS DISPOSAL

- a. All trash must be bagged and tied prior to disposing of it via the trash chutes. Trash pick-up days are Monday, Wednesday and Friday but may change based on holidays. Please ensure that the trash bins are in place before dropping trash bags down the chutes on pick-up days.
- b. Boxes must be cut up or flattened and disposed of directly in the dumpsters.
- c. California Senate Bill 1383, which became effective on 1/1/2021, requires communities to reduce organic waste disposal, such as food waste, by 75% by 2025. The City of Pasadena's Food Waste Recycling Program requires residents to place all food waste in the green waste container located outside the Building 4 trash room in the garage.
 - Do not place food waste directly into the green waste container.
 - Do place food waste into a plastic bag before placing it into the green waste container.
 - Residents are encouraged to reuse bags they generate normally, such as zip-lock bags, bread bags, and produce bags used for carrots, celery, and lettuce.
 - Food waste may include food scraps, fruit, bread, vegetables and dairy.
- d. Hazardous materials and all construction debris must be disposed of off-site at Owner's or renter's expense. No Owner or occupant shall dispose of any hazardous waste (including, but are not limited to, oil, antifreeze, solvents, gasoline, paint) in the complex in a manner which is inconsistent with local and federal law.
- e. Furniture and other large household items must not be disposed of by placing them at curbside. The trash company will not empty the bins when large pieces of furniture have been placed in them. Residents must make other arrangements for disposing of these items.

UTILITY SHUT-OFFS AND RESTRICTED ACCESS AREAS

- a. Per City of Pasadena, non-emergency plumbing interruptions require 48 hours' advance notice. Please contact the Board or the Property Manager to request approval prior to engaging in any plumbing project, especially those requiring water building shut-offs.
- b. Water shut-offs must comply with the Casa Pasadena Water Shut Off Policy (all current policies and rules are located in the My Green Condo library).
- c. Roof gates are locked at all times and cannot be accessed without prior Board approval. All unauthorized access is prohibited.

- d. Access to the general and bike storage areas can be arranged with the Board.

PETS

Casa Pasadena has adopted specific rules and regulations regarding pets within the complex (all current policies and rules are located in the My Green Condo library). Those rules are summarized below:

- a. Only dogs, cats, and other common domestic household pets under 45 pounds are welcome. Pets must be licensed with the City of Pasadena. I.D. tags and chips are recommended. Prior to move-in all pets must be registered with the HOA either by informing the Property Manager or in My Green Condo. Current Owners and residents must register their existing pets and before acquiring a new pet.
- b. Only leashed or carried dogs are allowed in some common areas. No dogs are permitted in the pool area, the pool or spa, the Rec Room, the weight room and the sauna, or the public restrooms located in the Rec Room.
- c. Owners are responsible for cleaning up after their pets in the event of accidents.
- d. Pets can visit balconies or patios with their owners, but they must reside inside the units, especially when their owners are not at home.
- e. No pet odor or noise is permitted to unreasonably disturb the use and enjoyment of the complex by other owners. Excessive barking is barking that is persistent and occurs for an extended period of time or on a repeated basis. When determining if barking is a violation, consideration will be given to the time of day, duration and frequency of barking. City of Pasadena ordinance 9.36.150 prohibits pets that "by any sound, cry, or behavior, causes annoyance or discomfort to a reasonable person of normal sensitiveness in any residential neighborhood."

UTILITY SHUT-OFFS AND RESTRICTED ACCESS AREAS

Casa Pasadena has adopted specific rules and regulations regarding the installation of satellite dishes, antenna or cable systems within the complex (all current policies and rules are located in the My Green Condo library). All homeowners and residents must adhere to the policy when installing any satellite dish, antenna or cable system.

HOW TO CONTACT YOUR HOMEOWNERS ASSOCIATION AND BOARD OF DIRECTORS

The HOA and the Board can be contacted with questions, comments, and requests in several ways:

- a. a. At any time through our management company by email or written request: Property Manager Erik Mendez at support@onitpropmgmt.com or (818) 861-7887
- b. At the regular HOA Monthly Meetings
- c. At any time via board.casapasadena@mygreencondo.net

CASA PASADENA CONDOMINIUM ASSOCIATION
RESOLUTIONS ACTION RECORD

Resolution Type: Rules and Regulations
Pertaining to: Various

6/21/2023: Board voted 4-0-1 absent to send draft policy to owners for their 30-day review

8/16/2023: reviewed by Board; tabled due to changes; to be sent out to owners for another 30-day review

1/17/2024: review and approved by Board 5-0

CASA PASADENA HOMEOWNERS ASSOCIATION ELECTION RULES

Whereas, California Civil Code Section 5105 requires the adoption of rules regarding Election Procedures; Appointment of Election Inspector(s), Voting by Secret Ballot; Proxy and Ballot Instructions; Publication of Election results and Retention of Ballots; and

Now, therefore, be it resolved that Casa Pasadena Homeowners Association does hereby adopt the following rules:

Effective Date: May 21, 2025

1. Vote by Secret Ballot for Specified Matters: Notwithstanding any other law or provision of the governing documents, the following matters require a vote by secret ballot in accordance with the procedures set forth herein:

- Votes regarding assessment increases requiring member approval;
- Election or removal of directors;
- Amendment of the governing documents; and
- The grant of exclusive use of the common area to less than all members.

This rule does not limit the authority of the Board of Directors to impose assessments sufficient to perform its obligations in accordance with the provisions of the governing documents and California Civil Code.

This rule does not limit the Board of Directors from making such recommendations to the membership in regard to all matters, including those matters covered under this Section 1, with the sole exception of advocating the election or defeat of any candidate that is on the election ballot, to the extent deemed necessary to comply with duties of the Association as imposed by the governing documents and the law.

2. Fairness in Elections:

- a. The Association shall ensure that if any candidate or member advocating a point of view is provided access to association media, newsletters, or Internet websites during a campaign, for purposes that are reasonably related to that election, then equal access shall be provided to all candidates and members advocating a point of view, including those not endorsed by the Board, for purposes that are reasonably related to the election.
- b. The Association shall not edit or redact any content from these communications, but may include a statement specifying that the candidate or member, and not the Association, is responsible for that content.

- c. The Association shall ensure access to the common area meeting space during a campaign, at no cost, to all candidates, including those who are not incumbents, and to all members advocating a point of view, including those not endorsed by the Board, for purposes reasonably related to the election.

3. Use of Association Funds for Campaign Purposes: Association funds shall not be used for campaign purposes in connection with any Association Board election. Association funds shall not be used for campaign purposes in connection with any other Association election, except to the extent necessary to comply with duties of the Association imposed by law. For the purposes of this Section, the term "campaign purposes" includes, but is not limited to, the following:

- a. Expressly advocating the election or defeat of any candidate that is on the Association election ballot.
- b. Including the photograph or prominently featuring the name of any candidate on a communication from the Association or the Board, excepting the ballot and ballot materials, within 30 days of an election.

4. Inspector of Election: The Association's Board of Directors shall, for each matter to be voted on falling under Section 2 above, select one or three independent persons to act as inspector(s) of election. The inspector(s) of election selected by the Board of Directors may include, but shall not be limited to:

- a. A professional company that provides inspector of election services;
- b. A volunteer poll worker with the County Registrar of Voters;
- c. A licensee of the California Board of Accountancy;
- d. A notary public; or
- e. A member of the Association, so long as the member is not on the Board of Directors or a candidate for the Board of Directors, or related to a member of the Board of Directors or a candidate for the Board of Directors.

The inspector(s) may not be a person who is currently employed or under contract to the Association for any compensable services other than serving as an inspector of elections. (Civil Code § 5110(b))

The inspector(s) of elections are to be appointed before the close of candidate nominations and are to determine to whom the secret ballots shall be returned.

The inspector(s) of election shall do all of the following:

- (i) Determine the number of members entitled to vote and the voting power of each.
- (ii) Determine the authenticity, validity, and effect of proxies, if any.
- (iii) Receive ballots.
- (iv) Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote.
- (v) Count and tabulate all votes.
- (vi) Determine when the polls shall close.
- (vii) Determine the tabulated results of the election.
- (viii) Perform any acts as may be proper to conduct the election with fairness to all members in accordance with Civil Code Section 5110, the Corporations Code and the governing documents of the Association regarding the conduct of the election that are not in conflict with Civil Code Section 5110.

The inspector(s) may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the inspector(s) deem appropriate, provided that the persons are independent third parties who meet the requirements in Civil Code Section 5110(b).

If the inspector(s) of elections conducts an election by electronic secret ballot pursuant to Civil Code Section 5105(i), the inspector(s) will ensure that any internet-based voting system utilized shall have the ability to accomplish all of the following:

- (i) Authenticate the member's identity.
- (ii) Authenticate the validity of each electronic secret ballot to ensure that the electronic secret ballot is not altered in transit.
- (iii) Transmit a receipt from the internet-based voting system to each member who casts an electronic secret ballot.
- (iv) Permanently separate any authenticating or identifying information from the electronic secret ballot, rendering it impossible to connect an election ballot to a specific member.
- (v) Store and keep electronic secret ballots accessible to elections officials or their authorized representatives for recount, inspection, and review purposes.

The inspector(s) of election shall perform his or her duties impartially, in good faith, to

the best of his or her ability, and as expeditiously as is practical. If there are three inspectors of election, the decision or act of a majority shall be effective in all respects as the decision or act of all. Any report made by the inspector(s) of election is prima facie evidence of the facts stated in the report.

5. Candidate Qualifications: The Association shall specify the following qualifications for candidates for the Board of Directors, and any other elected position. The Association may not disqualify the candidate if the person has not been provided an opportunity to engage in internal dispute resolution (IDR) with the Association. (Civil Code § 5105(e)) The Association shall also require a director to comply with the same requirements. (Civil Code § 5105(f))

- a. No person shall be eligible to be elected to the Board of Directors if s/he is not a Member of the Association at the time of the nomination. (Civil Code § 5105(b))
- b. No Member shall be eligible to be elected to the Board of Directors if s/he is shown on the books or records of the Association to be more than thirty (30) days delinquent in the payment to the Association of any Assessment. (Bylaws, Article 6, Section 6.07) A nominee may not be disqualified for nonpayment of fines, fines renamed as assessments, collection charges, late charges, or costs levied by a third party. A nominee shall not be disqualified for failure to be current in payment of regular and special assessments if (1) the person has paid the regular or special assessment under protest pursuant to Section 5658 or (2) the person has entered into and is in compliance with a payment plan pursuant to Section 5665. (Civil Code § 5105(c)(1) and (Civil Code § 5105(d))
- c. No Member shall be eligible to be elected to the Board of Directors if s/he would be serving on the Board at the same time as another person who holds a joint ownership interest in the same lot or unit and the other person is either properly nominated for the current election or is an incumbent director. (Civil Code § 5105(c)(2))
- d. No Member shall be eligible to be elected to the Board of Directors if s/he has been a member of the Association for less than one (1) year. (Civil Code § 5105(c)(3))
- e. No Member shall be eligible to be elected to the Board of Directors if s/he discloses, or if the association is aware or becomes aware of, a past criminal conviction that would, if the person is elected, either prevent the association from purchasing the fidelity bond coverage required by Civil Code § 5806 or terminate the Association's existing fidelity bond coverage. (Civil Code § 5105(c)(4))

6. Nominations: The Association shall provide general notice of the procedure and deadline for submitting a nomination at least thirty (30) days before any deadline for submitting a nomination. Individual notice shall be delivered pursuant to Section 4040 if individual notice is requested by a Member.

- a. Candidates for the Board of Directors must be nominated by a Member of the Association as defined by section 1.21 of the Declaration of Covenants, Conditions and Restrictions for Casa Pasadena. Candidates are allowed to nominate themselves for election to the Board of Directors by (a) giving timely notice to the Board, (b) as a write-in candidate, or (c) as a candidate nominated from the floor if the secret ballot election concludes at a meeting of the Members. (California Civil Code §5105(a)(3)) All such nominations must be submitted in writing. Further, if a name is placed into nomination by someone other than the candidate, the candidate should be contacted to verify their willingness to be on the ballot.
- b. All nominees, provided they meet the qualifications to serve on the Board and submit their names prior to the close of nominations, must be placed on the ballot mailed to the membership. Written ballots must specify a choice between approval and disapproval of each matter known at the time the ballot is distributed. (Corp. Code §7514(a))
- c. The Board of Directors shall establish a reasonable date prior to the mailing of ballots for closing nominations. Since the Association's governing documents allow nominations from the floor, nominations may be closed by the Board for the purpose of preparing and mailing ballots and then reopened at the annual meeting.
- d. The Association shall provide general notice of the following at least thirty (30) days before the ballots are distributed:
 - i. The date and time by which, and the physical address where, ballots are to be returned by mail or handed to the inspector or inspectors of elections.
 - ii. The date, time, and location of the meeting at which ballots will be counted.
 - iii. The list of all candidates' names that will appear on the ballot.
 - iv. Individual notice of the above paragraphs shall be delivered pursuant to Section 4040 if individual notice is requested by a member.

7. Voter Qualifications: The Casa Pasadena Bylaws, Article 6, and Civil Code §5105(g)(1) provide that votes may only be cast by a Member. Members retain their voting rights whether or not they reside in the development. Member voting rights may not be suspended for any reason. (Civ. Code § 5015(h)(1))

8. Voting by Electronic Ballots: The preferred method of voting in all elections except elections regarding regular or special assessments shall be by electronic secret ballot.

- a. An electronic secret ballot means a ballot conducted by an electronic voting system that ensures the secrecy and integrity of a ballot pursuant to the Civil Code.
- b. All Members for whom the Association has a valid email address shall be sent an electronic secret ballot unless they request a paper secret ballot in writing. A Member who elects to vote by electronic secret ballot must provide a valid email address to the Association. If a Member changes his/her email address, the Member must provide the new email address to the Association no less than 90 days before an election.
- c. If the Association does not have a Member's valid email address, the Association shall send the Member a paper secret ballot.
- d. Members may update their preferred method of voting from electronic ballot to written ballot or written ballot to electronic ballot no less than 90 days before an election. Once a member requests an electronic secret ballot, that Member shall continue to receive one in subsequent elections unless that Member chooses to opt out of receiving an electronic secret ballot.
- e. An electronic secret ballot and a written ballot must contain the same list of items being voted on.
- f. The Association shall maintain a voting list identifying which Members will vote by electronic secret ballot and which Members will vote by written ballot, and shall include information on the procedures to either opt out of or opt into voting by electronic secret ballot, as applicable, in the annual statement prepared pursuant to Section 5310.
- g. At least 30 days prior to the deadline to opt out of voting electronically, the Association shall provide individual notice to all members of all the following:
 - i. The Member's current voting method.
 - ii. If the Member's current voting method is by electronic secret ballot and the Association has an email address for the Member, the email address of the Member will be used for voting by electronic secret ballot.
 - iii. An explanation that the Member is required to opt out of voting by electronic secret ballot if the Member elects to vote by paper secret ballot.
 - iv. An explanation of how a member may opt out of voting by electronic secret ballot.
 - v. The deadline by which the Member is required to opt out of voting by electronic secret ballot if the Member elects to exercise that right.
- h. A vote made by electronic secret ballot is effective when it is electronically transmitted to the address, location, or system designated by the election inspector and it may not be revoked or changed.
- i. No person, including a member or employee of the Association, or an employee of the management company shall open or otherwise review any tally sheet of votes cast by electronic secret ballot before the time and place at which the ballots are to be tabulated and counted.

9. Voting by Written Ballot: In elections regarding regular or special assessments, or where a Member has elected to use a written ballot, a paper secret ballot shall be used and the election conducted by first class mail voting system that ensures the secrecy and integrity of a ballot pursuant to the Civil Code.

- a. All ballots and two (2) self-addressed stamped envelopes, instructions on how to return ballots, and candidate statements shall be provided to Members not less than thirty (30) days prior to the time of the meeting of Members or Board of Directors at which the votes will be tabulated. Additionally, a copy of these Election Rules must be provided to Members with the ballots; provided, however, these Election Rules may be posted to an internet website and the ballots may refer Members to that internet website address with the phrase, in at least 12-point type: "The rules governing this election may be found here:"
- b. Written ballots and proxies must be returned and received by the inspector(s) no later than two (2) days prior to the scheduled time at the meeting at which the votes will be tabulated. A vote made by written ballot is effective when it is mailed to the address designated by the election inspector and it may not be revoked or changed.
- c. In order to preserve confidentiality, a voter may not be identified by name, address, or lot, parcel or unit number on the ballot. The Association shall use as a model those procedures used by California counties for ensuring confidentiality of written ballots, including all of the following:
 - i. The written ballot itself is not signed by the voter, but is inserted into an envelope that is sealed. This envelope is inserted into a second envelope that is sealed. In the upper left hand corner of the second envelope, the voter prints and signs his or her name and indicates the address or separate interest identifier that entitles him or her to vote.
 - ii. The second envelope is addressed to the inspector(s) of election, who will be tallying the votes. The envelope may be mailed or delivered by hand to a location specified by the inspector of election.
 - iii. Only those written ballots which are delivered to the inspector(s) of election prior to the polls closing shall be counted.

10. Proxy Ballots: The Casa Pasadena Bylaws, Article 6, Section 6.09 provide that Members of the Association otherwise entitled to vote may vote in person or by proxy, provided that any such proxy shall be in writing, executed by the Member entitled to vote or by his/her duly authorized attorney-in-fact and filed with the Secretary of the Association at or before any meeting at which a vote by such proxy may be cast. Any instruction given in a proxy issued for an election that directs the manner in which the proxy holder is to cast the vote shall be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain. The proxy holder shall cast the member's vote by secret written ballot.

11. Quorum: The Casa Pasadena Bylaws, Article 6, Section 6.08 requires the presence, in person or by proxy of members otherwise entitled to vote, of Members who own at least fifty-one percent (51%) of the Condominiums in the complex, as defined by section 1.14 of the Declaration of Covenants, Conditions and Restrictions for Casa Pasadena. For purposes of determining a quorum, a Member voting electronically shall be counted as a Member in attendance at the meeting at which ballots are to be counted. Each written ballot received by the inspector(s) of election shall be treated as a Member present at a meeting for purposes of establishing a quorum. Once a quorum is established, a vote of the Members shall not be taken on any issue other than the issues specifically identified in the electronic vote.

12. Cumulative Voting: Pursuant to Civil Code Section 5115(c) and Casa Pasadena Bylaws, Article 6, Section 6.06, every Member of the Association entitled to vote at any meeting for the election of Directors may accumulate his/her votes in a manner consistent with Section 7615 of the California Corporations Code and give one candidate that number of votes equal to the number of Directors to be elected multiplied by the number of votes to which the member is entitled, or to distribute his/her vote on the same principle among as many candidates as s/he shall decide.

13. Determining the Voting Outcome: No person, including a Member or employee of the Association, a member of the Board of Directors, or an employee of the management company shall open or otherwise review any tally sheet of votes cast by electronic secret ballot before the time and place at which the ballots are to be tabulated and counted. No person, including a member of the Association, a member of the Board of Directors, or an employee of the management company, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated. The inspector(s) of election, or his or her designee, may verify the member's information and signature on the outer envelope prior to the meeting at which the ballots are tabulated. All votes shall be counted and tabulated by the inspector(s) of election in public at a properly noticed open meeting of the Board of Directors or members. A quorum need not be in attendance at such a meeting. Any candidate or other member of the Association may witness the counting and tabulation of the votes.

14. Election Results: The tabulated results of the election shall be promptly reported to the Board of Directors of the Association and shall be recorded in the minutes of the next meeting of the Board of Directors and shall be available for review by members of the Association. Within 15 days of the election, the Board shall publicize the results of the election in a communication directed to all members.

15. Retention and Custody of Election Materials: The Association shall retain the following election materials in the manner specified:

- a. Both a candidate registration list and a voter list. The voter list shall include name, voting power, and either the physical address of the voter's separate interest, the parcel number, or both. The mailing address for the ballot shall be listed on the voter list if it differs from the physical address of the voter's separate interest. Members may verify the accuracy of their individual information on both lists at least 30 days before the ballots are

distributed. The Association or Member shall report any errors or omissions to either list to the inspector or inspectors who shall make the corrections within two business days.

- b. The sealed written ballots at all times shall be in the custody of the inspector(s) of election or at a location designated by the inspector(s) until after the tabulation of the vote, and until twelve (12) months after the election, at which time custody shall be transferred to the Association. In the event of a recount or other challenge to the election process pursuant to Civil Code Section 5145, the inspector (s) shall, upon written request, make the ballots available for inspection and review by Association members or their authorized representatives. Any election ballot review shall be conducted in a manner that shall preserve the confidentiality of the vote. After transfer of the election ballots to the Association, election ballots shall be stored by the Association in a secure place for no less than one year after the date of the election.

The undersigned, being the President of the Casa Pasadena Condominium Association's Board of Directors certifies that the foregoing Election Rules were adopted by the Board of Directors at a duly called and held meeting of the Board on 5/21/2025.



By: _____
Adam Andersen

History:

- draft revisions by Adam Andersen 11/20/2024
- draft revisions by Adam Andersen 2/24/2025
- Draft approved for distribution to Members 3/26/2025 (4 aye, 0 nay, 1 absent)
- Sent to owners via 1st class mail on 4/17/2025
- Final reading and approval by Board on 5/21/2025 (4 aye, 0 nay -- 5th member resigned and no new member yet appointed)

Casa Pasadena Water Shut Off Policy

We ask that you please remember your neighbors when making plans for any work. Water shut offs, no matter how brief, affect not only the other 26 units in your building, but any laundry in progress or about to be started in that building. For that reason we have established the following guidelines:

1. Water shut offs may only be conducted on weekdays with the authorization of the management company and Board of Directors.
2. The water may only be shut off by a licensed plumber.
3. Notices are to be posted 48 hours in advance by the homeowner making the repairs:
 - in all three elevators
 - on the bulletin board in the mailbox area
 - on the fire doors of all three floors in the affected building
4. In order to minimize the impact to neighbors, the shut-off window cannot exceed 4 hours.
5. Since many residents need to get ready for work, the water should not be turned off before 10:00AM and must be returned to service no later than 5:00PM.
6. Since Building 1 has the only public bathrooms, please ensure that the water is not shut off to Building 1 at the same time that you are shutting off the water.
7. Also, in order to prevent flushing rust and other debris through the water pipes, contractors must be instructed to turn the water back on very SLOWLY -- no more than 1/4 turn per minute.
8. Notices are to be removed immediately after the water is returned to service.

(sample notice)

Date Posted WATER SHUT OFF Building #2 Monday, January 1, 2015 10:00 am – 2:00 pm Water will be off for ten minutes during that window. Thank you for your patience. If you have any questions, please

call:
John Doe, Unit
110 (626)
000-0000

In the event of an emergency, please contact the management company. They can provide you with instructions for safely notifying the neighbors as well as guidelines for quickly and efficiently repairing the problem.

Casa Pasadena Homeowners Association

ON-SITE WORK RULES

1. For any interior remodeling (major or minor), all permits, contractor name & contact information including license numbers, proof of insurance, plans, schematics, etc. must be on file with the Architectural Committee prior to work commencing.

2. Work on property shall be permitted ONLY during the following time periods:

Monday - Friday: 7:00 am to 7:00 p.m.

Saturday: 8:00 a.m. to 5:00 p.m.

Sunday and holidays: Absolutely no work. (Only emergency services will be permitted, such as but not limited to A/C service technicians if the air conditioning unit is not working and emergency plumbing service.)

3. All contractors are required to contact the Casa Pasadena Property Manager (Erik Mendez at ONIT Property Management, (818) 861-7887 or casapasadena@mygreencondo.net) prior to the planned start date of work. The contractor will be advised of parking, set-up location and designated areas for tool clean-up. The Property Manager will check out the gate key to the contractor, if necessary.

4. All sawing and power tool operations must be accomplished either in the unit or off property. Contractors are not permitted to utilize common areas, (i.e. sidewalks, parking area, etc.), for work areas unless otherwise authorized by the Property Manager, provided there is no unreasonable disturbance to, or objection from, adjacent residents.

5. All demolition material shall be disposed of off-property. On-site dumpsters are for everyday garbage only. No drywall, carpet, the cement sacks, plumbing remains or discarded furniture can be disposed of in the on-site refuse containers.

6. Absolutely no disposal of any material over railings, solid or liquid, will be tolerated.

7. Tool clean up is permitted only in the designated area. No cement, paint, or grout waste can be disposed of in the plant material, sidewalks or parking areas or anywhere on premises.

Casa Pasadena Condominium Association

Pet Policy

PURPOSE: To ensure the health, safety, welfare, comfort, and convenience of all Owners, the Board hereby establishes additional regulations for the keeping of pets by Owners and residents at the complex. These regulations will clarify the existing covenants contained within the Association's Covenants, Conditions and Restrictions (CC&Rs) and will support City of Pasadena ordinances.

EFFECTIVE DATE: 1/18/2024

RESOLUTION: The Casa Pasadena Condominium Association hereby adopts the following rules regarding the keeping of pets within the complex.

I. GENERAL PET GUIDELINES

A. Pet Categories. Pets shall be categorized as follows:

1. "Domestic household pets" shall include dogs, cats, caged domesticated birds, hamsters, gerbils, guinea pigs, small turtles and tortoises, domesticated rabbits, rats and mice, and creatures normally maintained in a terrarium or aquarium, including small size pet reptiles. All domestic household pets are permitted, subject to the guidelines in this Resolution.
2. Unusual animals shall include, without limitation, those animals not generally maintained as pets including any anthropoids, felines other than domesticated cats, canines other than domesticated dogs, rodents, mammals, insects, birds other than domesticated birds, and other creatures other than those listed in Subsection 1 above, or not maintained in a terrarium or aquarium. Unusual animals are prohibited.
3. Aquarium fish are permitted so long as the aquarium tank does not exceed 15 gallons.
4. Pursuant to the Fair Housing Act and the Americans with Disabilities Act, the Association will allow Owners and residents with disabilities to have reasonable accommodations for "service animals" and "emotional support animals." The pet owner will be required to provide certification or adequate documentation to establish the status of the animal.

B. Number of Pets. Two (2) domestic household pets, each weighing forty-five (45) pounds or less at full growth, shall be permitted per unit. An exception to this rule may be made in the case of service animals upon approval of the Board of Directors. Existing pets as of the effective date of this policy are exempted so long as the Owner can document that the pet did reside on the premises prior to the effective date.

C. Any Pet Owner who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, each unit Owner and the Property Manager free and harmless from any loss, claim or liability of any kind of character whatever arising by any reason of keeping or maintaining such pet within the complex.

II. REQUIREMENTS AND RESTRICTIONS

A. Pet owners are responsible for the actions of their own pets as well as the pets of

guests who stay in their unit, including but not limited to any property damage, injury or disturbances their pet may cause or inflict. Owners specifically indemnify the Association, the Property Manager, and other Owners and residents for any loss or damage caused by their pets.

- B. All pets which may leave the unit must be registered with the Association using a pet registration form. Owners or Owners with tenants that do not register their pets within ninety (90) days of (i) the effective date of this policy if the pet already resides in the complex or (ii) of any new pet(s) residing in the complex are subject to a \$50.00 late registration fee. The pet registration form is available through the Property Manager or can be completed online via My Green Condo (Resident Portal -> My Profile -> Pets & Vehicles tab).
- C. Pet registration requirements include a statement from the pet owner's veterinarian indicating the pet's weight at full growth, proof of rabies vaccination, and City of Pasadena Tag Number (dogs only). Animal Licensing in the City of Pasadena is managed through the Pasadena Humane Society. The City of Pasadena requires any dog over four (4) months to be licensed and be current on their rabies vaccination.
- D. Dogs must be leashed and under the control of the pet owner or other responsible person whenever in a Common Area of the Association, including in all elevators and hallways. No dogs are permitted in the pool or spa, the Rec Room, the weight room and the sauna, or the public restrooms located in the Rec Room.
- E. Relieving pets in the complex is prohibited. Any pet urinating or defecating in the Common Areas of the Association is subject to assessment of a fine as stated below. Pet owners are responsible for the immediate removal and proper disposal of animal waste from all portions of the property.
- F. No pet odor or noise is permitted to unreasonably disturb the use and enjoyment of the complex by other Owners or residents.
- G. All pet owners are required to maintain an acceptable noise level (see below) in regard to their pet(s) so as not to disturb other Owners and residents.
- H. Pets shall not be left unattended outside the unit, including but not limited to, balconies and patios.
- I. Commercial breeding of pets or animals within the complex is prohibited.

III. NUISANCES

The following shall be grounds for complaint and finding of a community nuisance:

- A. Pets damaging, soiling, defecating on or defiling any balconies, patios or any Common Areas of the Association, unless immediately remedied.
- B. Pets making or causing noises of sufficient volume to interfere with other residents' rest or peaceful enjoyment of the Property. Excessive barking is barking that is persistent and occurs for an extended period of time or on a repeated basis. When determining if barking is a violation, consideration will be given to the time of day, duration and frequency of barking. City of Pasadena ordinance 9.36.150 provides that pets may not emit any sound, cry, or behavior that causes annoyance or discomfort to a reasonable person of normal sensitivity.
- C. Causing or allowing any pet to molest, attack, or otherwise interfere with the reasonable freedom of movement of persons on the Common Areas of the Association, to attack other pets, or to create a disturbance in any other way, including scaring other Owners or residents. Vicious animals are strictly prohibited.
- D. Using a vehicle as a kennel or cage.

- E. Any such other behavior(s) that may constitute a nuisance, as determined by the Board.

IV. PROCEDURES FOR SOLVING PET PROBLEMS

Any Owner concerned with a pet-related problem should do the following:

- A. Attempt to arrive at a solution to the problem with the pet owner in a courteous and helpful manner.
- B. If personal attempts at a solution fail, then a written complaint should be filed with the Property Manager. The complaint should document the problem as thoroughly as possible. Documentation should include identification of the pet(s) involved, identification of the owner of the pet, a complete description of the problem or disturbance, and dates and times of disturbances (whenever possible) as well as a brief description of informal attempts to solve the problem.
- C. The Property Manager will first attempt to obtain an informal solution to the problem. If such a solution is not possible, the Property Manager will refer the matter to the Board of Directors, which may initiate enforcement action. The Board of Directors may also take legal action to have the offending pet removed from the complex.
- D. All bites, attacks by pets, or diseased animals should be reported to both the City of Pasadena Animal Control and to the Property Manager.
- E. Any reported incident of non-compliance or violation of the rules and regulations stated in this resolution will result in a \$50.00 fine for each offense.
- F. Penalties for violation of applicable local ordinances may be enforced by the City of Pasadena or Los Angeles County without regard to any remedies pursued by the Association.
- G. In the event of emergency (such as, but not limited to, threat posed to the life or health of a person, other pet, or property) only, the parties involved may take any actions deemed prudent to resolve the emergency without regard to the above procedures.

Casa Pasadena Condominium Association Pet Registration Form

Unit Number: _____

Owner Name: _____

Resident Name: _____

Cellular Phone #: _____

Home Phone #: _____

Work Phone #: _____

Email Address: _____

Pet Name: _____

Type of Pet (dog, cat) _____

Breed (if applicable): _____

Color or Marking: _____ Weight: _____ Gender: _____

License Tag Number (dogs only): _____

Pet Name: _____

Type of Pet (dog, cat) _____

Breed (if applicable): _____

Color or Marking: _____ Weight: _____ Gender: _____

License Tag Number (dogs only): _____

Registration for dogs must include (i) a statement from the pet owner's veterinarian indicating the pet's weight at full growth and (ii) proof of rabies vaccination.

I hereby certify my understanding and willingness to comply with the provisions of the Casa Pasadena Condominium Association's Pet Policy.

Signature

Date

CASA PASADENA CONDOMINIUM ASSOCIATION
RESOLUTIONS ACTION RECORD

Resolution Type: Policy
Pertaining to: Rules and Regulations Regarding Pets

6/21/2023: Board voted 4-0-1 absent to send draft policy to owners for their 30-day review

8/16/2023: reviewed by Board; tabled due to changes; to be sent out to owners for another 30-day review

1/17/2024: review and approved by Board 5-0

Antenna, Satellite Dishes or Cable Installation Policy

Rev. 9/20/2017

PURPOSE: To provide guidance regarding the installation of satellite dishes, antenna or cable systems by Owners and their tenants or guests.

EFFECTIVE DATE: September 20, 2017

RESOLUTION: The Casa Pasadena Condominium Association hereby adopts the following rules and regulations regarding the installation of satellite dishes, antenna or cable systems within the complex.

1. Any antenna or satellite installed within the confines of a Unit itself should be located so as to minimize its visibility from other Units and otherwise camouflage its appearance (so long as it does not impair reception).
2. No antenna or satellite dish may be installed on or within the confines of any common area, balcony or patio.
3. No approval from the Board of Directors is required for the installation of an antenna, satellite dish (with a diameter of 1 meter or less) or cable. Nor does the Association impose any fee for such installation work. However, the Owner/Resident is solely responsible for all costs associated with installation of any antenna, satellite dish or cable system.
4. The installation of the antennas and satellite dishes (with a diameter of 1 meter or less) on the roof is allowed, as permitted by applicable law. Federal Communications Commission rules prohibit non-safety restrictions that (1) unreasonable delay or prevent installation, maintenance or use, (2) unreasonably increase to the cost of installation, maintenance or use, or (3) preclude reception of an acceptable quality signal. Such installation shall be subject to all governmental laws, codes and ordinances, including any limit on the height of television antennas. This policy may be amended to remain current with FCC rules without notice.
5. Owner/Resident must notify the Property Manager before commencing any rooftop installation. Owner/Resident will need to contact the Property Manager at least 24 hours in advance to gain roof access for the installer as the roofs are gated and locked.
6. Antennae and satellite dishes installed on the roof must be properly attached to the designated mounting points on the rooftop or along the inner parapet of the roof and above the roof's waterproofing. No antenna or satellite dish may be visible from the ground or other Units.
7. All antennae and satellite dishes must be clearly marked with the Unit number.
8. Cables run from the roof to a Unit along the the exterior of the building cannot be draped over the roof and along the side of the building. Instead, they must be appropriately "dressed." That is, cables must be attached so that the follow the contour of the roofline

and eaves. Owners/residents must paint the cables to match the dark paint under the eaves.

9. It is the responsibility of the Owner/Resident to ensure that their installer is aware of and adheres to this policy. Failure to follow this policy may result in removal of the antenna or satellite dish at the Owner/Resident's expense and/or fines to the Owner/Resident.
10. Owner/Resident is responsible for any repair costs for any damage to the roof or building exterior, both from the initial installation of the antenna or satellite dish and from any subsequent damage that may result (including from weather-related events) due to the installation of the antenna or satellite dish.
11. Owner/Resident may be required to temporarily remove an antenna or satellite dish during a roofing, siding, painting or other exterior maintenance project. Removal shall be the responsibility of the Owner/Resident. Any costs incurred by the Association to remove and reinstall a satellite dish or antenna during an exterior maintenance project may be charged back to the Owner/Resident.
12. Any antenna or satellite dish that has been installed on the roof must be removed if service to the antenna or satellite dish has been terminated and/or it is not being used to receive television, radio or internet programming or content. When an antenna or satellite dish is removed from a roof, the Owner/Resident must restore the roof area to the condition that existed before the antenna or satellite dish was installed. Any costs incurred by the Homeowners Association to remove an unused satellite dish or antenna may be charged back to the Owner/Resident.
13. The Board of Directors shall have authority to impose further, reasonable requirements consistent with law.
14. Failure of the Board of Directors to enforce any portion or clause of this policy shall in no event be deemed a waiver of the right to do so thereafter.

The undersigned, being the President of the Casa Pasadena Homeowners Association's Board of Directors certifies that the foregoing Antenna, Satellite Dishes or Cable Installation Policy was adopted by the Board of Directors at a duly called and held meeting of the Board on September 20, 2017.

Casa Pasadena Homeowners Association

By: Adam Andersen
President



Mounted on front parapet & too close to the roof seal line



Mounted on front parapet & bad cabling



The right way to cable



The wrong way



The wrong way

CASA PASADENA CONDOMINIUM ASSOCIATION

POLICY FOR WATER LEAKS AND INTRUSIONS

APPROVED April 17, 2019

Casa Pasadena Condominium Association (“Association”) is implementing a Water Loss Policy (“Policy”) to be utilized in connection with pipe and slab leaks affecting the buildings and condominium units (“Units”) located throughout the Association’s development, or other water intrusions. The Association’s development is legally described as a condominium project (“Project”). As such, the scope of the Association’s maintenance and repair responsibilities primarily extend to the Common Area components located throughout the Project; each Owner is thus generally responsible for maintaining and repairing all of the elements within his/her Unit, as well as maintaining any Exclusive Use Common Areas appurtenant thereto (CA Civil Code § 4775). That general rule may be modified in situations where Common Area damage is sustained as a result of the willful or negligent acts of an Owner, his/her family, guests, or tenants. In such cases, payment of any costs incurred by the Association to repair the Common Area damage is the financial responsibility of the Owner (CA Civil Code § 5725(a)).

The Association has developed this Policy to be utilized in connection with slab and pipe leaks, as well as other instances of water intrusion that may arise throughout the Project from time to time. This Policy has been developed with reference to the pertinent maintenance, repair, and insurance requirements imposed upon the Association and the individual Owners as set forth in the Association’s governing documents and the California Civil Code.

There are two distinct issues that need to be considered whenever there is a water leak or intrusion: (1) insurance coverage and (2) maintenance responsibility. Though related, these are separate considerations. The Association and Owner must determine whether the damage caused by the water intrusion is covered, first by the Association’s policy and second by the Owner’s policy (“HO6 Policy”), if any. This determination is undertaken irrespective of responsibility for the damage or its repair. As discussed below, the Association is required to purchase using Owner-paid assessments “full replacement” insurance coverage, which includes damage to a Unit (but not personal property within the Unit). If the damage is covered by insurance (either the Association’s Master Policy or the Owner’s HO6 Policy), then the issue of maintenance responsibility (excluding the payment of any deductible amount) is not relevant.

If the insurance policy(ies) do not cover the damage, then the issue of maintenance responsibility comes into play. Note that “responsibility” and “fault” are not the same. When a cold water pipe bursts, the Association is likely responsible for the pipe and its repair, but it is not at fault for the burst itself and any attendant damage absent a showing of negligence by the Association. If there is no insurance coverage, then it becomes necessary to determine who will bear the financial costs for the various repairs. This Water Loss Policy reviews the responsibilities set forth in the Association’s Declaration of Covenants, Conditions and Restrictions for Tract No. 36217 (“CC&R”) and sets forth the responsibility of the Association and Owners in the most common instances.

A. Duty to Notify Association

Upon discovery of a water leak or water intrusion issue, whether within a Unit or in the Common Area, every Owner has the affirmative duty to notify the Association by contacting the Association’s management company (“Management”) as soon as the Owner becomes aware of any occurrence of water damage/intrusion, a problem with a Common Area component (i.e. pipe leak, slab leak, roof leak, broken plumbing line, etc.), or any leaks emanating from Owner-maintained items (i.e. interior plumbing fixtures,

appliances, etc.). Owners who lease their Units are additionally responsible for ensuring that their tenants report the above-referenced issues to the Association and Management immediately. Failure to timely report leaks may negate insurance coverage or may increase the costs of repair. If an Owner breaches this affirmative duty to notify, and the Association is injured as a result (i.e., no insurance coverage and/or increased costs of repair), then the Association may seek reimbursement from the Owner and/or the Owner's liability insurance carrier for all related costs.

B. Insurance Coverage Requirement

Pursuant to Section 10.02 of the CC&R, the Association is obligated to carry "full insurable replacement cost" insurance covering all the Common Area, all Units, all Buildings and Improvements thereon from fire, theft, vandalism, malicious mischief, flooding, water damage or other casualty, including "use and occupancy coverage." Such coverage does not extend to the personal property and improvements located within the aforementioned areas. Specifically such coverage excludes "the personal property, furniture, furnishings and decorations contained within a Unit, nor any improvements added by an Owner."

Pursuant to Section 10.05, individual Owners are responsible but not obligated to purchase and maintain insurance covering personal property and improvements located within their Unit. Furthermore, pursuant to Section 6.08, the Association will generally not be financially responsible for the costs or damages resulting from water related damage (including mold contamination) to the interior of any individual Unit claimed to have resulted from the failure of an Association-maintained component (i.e. a Common Area pipes, drains, conduits, appliances or equipment). If, however, insurance proceeds are issued to the Association in connection with that Unit's damage, such proceeds may be used to defray those costs provided that the damage was not caused or increased by any acts or omissions of the Owner, his family, guests or tenants (discussed above).

Finally, pursuant to Section 11.08, the individual Owners are responsible for the restoration and repair of any damage to the personal property, furniture, furnishings and decorations contained within a Unit, or any improvement which were added to the Unit by the Owner. The expense for such restoration and repair shall be paid at the individual expense of the Owner of that Unit.

C. Insurance Claims

If an Owner believes that he/she has a claim which may fall under the Association's insurance policy, the Owner must first tender that claim in writing to the Association's Board of Directors for review. This may be performed by sending a written request to the Board via Management. The Board will then review the claim as soon as practicable, and may independently investigate the water intrusion incident. The Board will advise the Owner whether the Association will be submitting the claim to the Association's insurance carrier, or if the Association will be handling the claim itself (i.e. if the amount of damage is relatively small and the Association is responsible for the repairs). The Board will review each claim and determine whether coverage exists. The Board will work with the Association's insurance carrier to assist with the payment of proper and legitimate claims.

D. Deductibles

The Association's insurance policy deductible as of the effective date of this Policy is \$10,000.00 per claim (which is subject to modification from time to time). That amount was selected in order to provide a benefit to all of the Association's members by virtue of a reduced premium amount (and thus lower assessments), as well as the goal of reducing the likelihood of cancellation of the policy if numerous claims are processed under a lower deductible amount.

If the insurance claim is for damage to Common Areas only and the Association is solely responsible for the costs of repair, then any deductible amount is the sole responsibility of the Association. If the insurance claim is for damage to a Unit, the Owner who stands to benefit from the claim (i.e., the Owner of the damaged Unit) is solely responsible for the deductible amount. The Association recommends that Owners consider a HO6 Policy that assists with payment of the deductible or other amounts not covered/excluded by the Association's insurance coverage.

No claim under the deductible amount will be submitted to the Association's insurance carrier. The Association will consider appropriate action for all claims involving damage less than the deductible amount.

E. Commencement of Repairs & Responsibility Determination

Upon notification of a perceived water intrusion/damage problem, the Association will dispatch a qualified contractor to investigate the problem, cause the immediate cessation of the leak/water intrusion, and further determine whether the problem is emanating from a Common Area component or a component which the Owner is responsible to maintain/repair.

i. Source from an Owner-maintained Item

If the source of the water intrusion is from an Owner-maintained item (i.e. interior plumbing fixture, appliance, etc.), or from damage to a Common Area component caused by the Owner or anyone visiting or residing within the Owner's Unit, the Owner shall be responsible to reimburse the Association for (1) all costs incurred by the Association to contain the water intrusion and repair any Common Area damage not covered by insurance, and (2) any applicable deductible. The Owner is also responsible for the cost to repair any damage to his/her own Unit and/or adjacent Units that is not covered by insurance.

ii. Source from a Common Area Component

If the source of the water intrusion is from a Common Area component (i.e. a pipe located outside the legal boundaries of the Unit), the Association will repair the Common Area component. Unless there is a determination that the Association acted negligently, the Association is not responsible to repair or pay for the cost to repair any damage to the Unit. In the absence of a showing of gross negligence, the Association is not responsible for any damage to the personal property, furniture, furnishings and improvements contained within a Unit. The Association will not repair or replace, or pay for the repair or replacement of, interior damage to any Unit caused or aggravated by the Owner's (or his/her tenant's) failure to timely notify the Association and Management of the water intrusion in accordance with Paragraph A of this Policy.

F. Owner Insurance Obligations & Relocation Costs

As referenced above, the Association's insurance policy does not cover personal property, furniture, furnishings and improvements located within the Units. Each Owner should therefore consult with his/her insurance professional to confirm that he/she is adequately insured for any damage that may occur within the interior of his/her Unit, including coverage for payment of deductible amounts or relocation expenses as may become necessary.

G. Specific Examples of Responsibility

Roof Leaks – Damage to walls, ceilings and subfloors as a result of roof leaks is covered by the Association. The Association will make every good faith effort to match patching and painting to existing conditions. Repairs will be limited to the areas affected.

Window and Sliding Door Leaks – Windows and sliding doors are the responsibility of the Unit

Owner. Owners must keep weep holes clean in order for accumulating moisture to run out. Failure to keep weep holes open results in damage to window sills and insets. The area underneath patio/balcony doors is another source of leaks. These areas should be checked and sill plates and/or caulking replaced as necessary. Balcony and patio door leaks are usually a result of failed weather stripping or a missing threshold, both of which are the Owner's responsibility. Accordingly, dry rot and damage to walls, flooring and sills related to leaking windows and patio/balcony doors is not covered by the Association in the absence of coverage under the Association's insurance coverage.

Wind Driven Rain – Rain can be driven into windows, doors, under the eaves, or into vents, which may then enter kitchens or bathrooms. Damage to a Unit from wind driven rain is not covered by the Association in the absence of coverage under the Association's insurance coverage. Owners are responsible for reporting the problem promptly so the Association can remedy the immediate problem (in the case of vent caps, etc.) Interior damage is the responsibility of the Unit Owner.

Common Area Flooding – The Association's driveway and garage are below street level resulting in the possibility of flooding in the driveway, garage and/or storage areas under extreme conditions. These conditions include large amounts of rain and coincidentally the failure of one or more of the existing sump pumps. The Association is not responsible for damage to vehicles stored in the garage and/or any items stored in the storage areas that may be affected by such flooding. We recommend using pallets to keep belongs off the ground in the storage area.

Sewer and Common Drain Overflows – In general, four Units share common sewer/drain lines. The cost of clearing these main lines will be paid for (or reimbursed by) the Association, provided the blockage is located in common lines and not in a Unit toilet, sink or disposal line. In that event, the cost of clearing the blockage will be charged back to the Owner. Damage to walls, ceilings and subfloors as a result of common sewer/drain line overflows is covered by the Association. The Association will make every good faith effort to match patching and painting to existing conditions. Repairs will be limited to the areas affected. Pursuant to Section 6.08, the Association is not responsible for any damage to the personal property, furniture, furnishings and decorations contained within a Unit in the absence of gross negligence. The Board of Directors may seek coverage under the Association's insurance policy subject to any exclusions and the deductible. Such damage may also be covered by the Owner's HO6 Policy.

Burst cold water pipes – The Association will bear the financial cost of repairing the burst cold water pipes and any attendant damage to Common Areas. The Association will promptly repair any Common Area damage caused by the burst pipes. Damage to walls, ceilings and subfloors as a result of a burst cold water pipe is covered by the Association. The Association will make every good faith effort to match patching and painting to existing conditions. Repairs will be limited to the areas affected. Pursuant to Section 6.08, the Association is not responsible for any damage to the personal property, furniture, furnishings and decorations contained within a Unit in the absence of gross negligence. The Board of Directors may seek coverage under the Association's insurance policy subject to any exclusions and the deductible. Such damage may also be covered by the Owner's HO6 Policy.

Bathroom and Kitchen Leaks – Frequently, leaks occur in a Unit due to a failed cartridge inside the bathroom shut off faucet, lack of caulking around tub/tiles, leaking angle connections, appliance tubing, plumbing fixtures, overfilled tubs, clogged drains, or a faulty tub overflow or shower pan which allows water to leak into the bathroom, kitchen, surrounding Units, Common Areas, and/or the garage.

All damage, dry rot and/or mold affecting the Unit and/or surrounding Units from leaking fixtures or long term water intrusion is the sole responsibility of the Owner. Such damage may be covered by either the Association's insurance policy and/or the Owner's HO6 Policy; if not, repair costs will be the

responsibility of the Owner. The Association will repair any damage, dry rot and/or mold affecting any Common Area; provided, however, that the Association may seek an Assessment against the responsible Owner to cover any costs of repair not covered by the Association's insurance policy and/or the Owner's HO6 Policy. The Association recommends owners include Loss Assessment coverage in their personal HO6 Policy as protection against this and other events which may lead to claims against individual Unit Owners.

Hot Water Heaters and hot water pipes – Since each Unit has its own dedicated hot water heater located solely within the Unit, any damage to the Unit, a neighboring Unit or the Common Areas is the responsibility of the Unit Owner. In order to ameliorate the effects of a hot water heater leak, each Unit must have an adequate drain pan and must meet all current California and Pasadena code requirements. Failure to have a drain pan is deemed an act of negligence pursuant to Section 4.27; provided, however, that existing conditions will be grandfathered for a period of twelve (12) months from the effective date of this policy. Furthermore, since hot water pipes run directly from each Unit's hot water heater to the same Unit's fixtures, and therefore serve only that Unit, any leaks or bursts in the hot water pipes are the responsibility of the Unit Owner, even when such pipes may run through a Common Area wall, ceiling or floor.

All damage, dry rot and/or mold affecting the Unit and/or surrounding Units from leaking hot water heaters and/or hot water pipes is the sole responsibility of the Owner. Such damage may be covered by either the Association's insurance policy and/or the Owner's HO6 Policy; if not, repair costs will be the responsibility of the Owner. The Association will repair any damage, dry rot and/or mold affecting any Common Area; provided, however, that the Association may seek an Assessment against the responsible Owner to cover any costs of repair not covered by the Association's insurance policy and/or the Owner's HO6 Policy. The Association recommends owners include Loss Assessment coverage in their personal HO6 Policy as protection against this and other events which may lead to claims against individual Unit Owners.

HVAC Fancoil and AC Water Lines – Since each Unit has its own dedicated HVAC fancoils, valves, condensation drip pan, controllers and blowers located solely within the Unit, and serving only that Unit, any damage to the Unit, a neighboring Unit or the Common Areas is the sole responsibility of the Unit Owner. However, the HVAC water inflow lines up to the point of the HVAC control valve are the responsibility of the Association; provided, however, pursuant to Section 6.08, the Association is not responsible for any damage to the personal property, furniture, furnishings and decorations contained within a Unit in the absence of gross negligence.

All damage, dry rot and/or mold affecting the Unit and/or surrounding Units from leaking fancoils and other Unit-dedicated fixtures is the sole responsibility of the Owner. Such damage may be covered by either the Association's insurance policy and/or the Owner's HO6 Policy; if not, repair costs will be the responsibility of the Owner. The Association will repair any damage, dry rot and/or mold affecting any Common Area; provided, however, that the Association may seek an Assessment against the responsible Owner to cover any costs of repair not covered by the Association's insurance policy and/or the Owner's HO6 Policy. The Association recommends owners include Loss Assessment coverage in their personal HO6 Policy as protection against this and other events which may lead to claims against individual Unit Owners.

G. Summary of Responsibility

All water damage within any Unit must be reported to the Association and repaired promptly by the Owner of the Unit. Upon being notified, the Association shall promptly repair any Common Area

water damage. If leaks are reported promptly the chance of damage and mold is greatly minimized. Unless negligence can be proven, the Association is not responsible for any damage to a Unit caused by water leaks or water intrusion. Moreover, in the absence of gross negligence, the Association is not responsible for any damage to the personal property, furniture, furnishings and decorations contained within a Unit, or any improvement which were added to the Unit by the Owner. Irrespective of responsibility, the Association's insurance coverage may cover damage to a Unit (excluding any deductible) and the Owner's HO6 Policy may cover damage to a Unit and personal belongings.

For any damage that is caused by leaking pipes other than Common Area pipes located outside of a Unit, or any appliance tubing, plumbing fixtures, overfilled tubs, clogged drains, or any other identifiable source which is within the responsibility of a Unit Owner, then that Owner shall bear the responsibility to have all of the repairs to the item causing the leak and all resultant damage accomplished promptly. This includes damages to his/her Unit and all damaged adjoining Units. Should a damaged adjoining Unit be repaired by the Owner thereof, that Owner is entitled to seek reimbursement from the person and/or Owner that is responsible for the water intrusion. If the Common Area is damaged, the Owner responsible for the cause is required to reimburse the Association for repairs made to the Common Area.

If the water intrusion is coming from a source that is within the responsibility of the Association, and notice is provided to the Association, the Association shall promptly repair the cause of the intrusion so that interior damage can be minimized. Failure of the Association to respond in a diligent manner may constitute negligence. Likewise, if an Owner fails to promptly report a leak and there is damage to the Unit as a result of that failure to report, or exacerbated damage for lack of timely reporting, the Owner would be negligent and shall share in the responsibility for the damage. The Association will also promptly repair any damage to Common Area walls, ceilings, subfloors, etc.

Irrespective of financial responsibility, Owners may seek reimbursement from the Association's insurance coverage and/or their own HO6 Policy. Owners must make all requests in writing, including a description of the problem and supporting documentation as necessary. The Board will respond to such requests within a reasonable amount of time and reserves the right to make an independent inspection of the area. The Board will tender the claim, as appropriate.

Damage to Common Area → HOA is responsible for repairs; HOA may seek insurance coverage to defray costs; HOA pays any costs not covered by insurance and deductible unless damage caused/exacerbated by Owner action (i.e., the cause of the leak is Owner's responsibility) or inaction (i.e., failure to notify).

Damage to Unit → HOA is not responsible for repairs; HOA is not financially responsible unless it is negligent; Owner may request insurance coverage under HOA master policy and/or Owner's HO6 policy; Owner pays any deductible. This includes anything inside the exterior sheetrock of the walls and ceiling and the subfloor (i.e., interior walls, fancoil/heater unit, flooring, cabinets and fixtures, appliances, hot water heater, etc.) but excludes personal property, furniture, furnishings, etc.

Damage to Owner's personal property, furniture, furnishings, improvements, decorations, etc. → HOA is not financially responsible unless it is grossly negligent; Owner may seek insurance coverage under Owner's HO6 policy; Owner pays any deductible.

**CASA PASADENA CONDOMINIUM ASSOCIATION
IN-UNIT LAUNDRY FACILITIES POLICY
(approved 6/24/2020; effective 1/1/2021)**

1.0 Purpose of Policy

Casa Pasadena Condominium Association (hereafter referred to as the “Association”) has been developed for the mutual benefit of all Unit Owners. Section 6.04 of the CC&Rs authorizes the Board to establish and publish uniform rules and regulations for the use, occupancy and maintenance of the Project, which include the adoption of this policy.

This policy has been created to ensure that interior modifications or improvements do not jeopardize the safety or soundness of the Building or impair the comfort and enjoyment of other Unit Owners. Although it is known that several Owners have installed such facilities in their units, the Association enacts this policy retroactively to protect the common area buildings and prevent plumbing issues and pipe repairs. The Association has an ongoing program to clear the lines in order to prevent backups into first floor units and laundry rooms; nonetheless, the drain lines in all buildings are old and regularly backing up.

The policy set out in this document supersedes and replaces all existing policies, guidelines, standards, and criteria previously established, formally or informally, for Casa Pasadena Condominium Association. Unless defined in this document, the terms used in this document shall have the same meaning assigned to them in the CC&Rs.

2.0 Clothes Washers and Dryers

In-unit laundry facilities (clothes washers and dryers) may not be installed in any Unit. Casa Pasadena was not designed and built to accommodate in-unit washer/dryers; instead, the community has communal laundry rooms with coin-operated machines for residents to use. In particular, the building's drain lines are not sufficient to accommodate the sudden force and volume of water into a drain pipe during the rinse cycle, which can overload the line and lead to backups in other Units. In addition, noise and vibrations can radiate through walls and floors into surrounding units.

3.0 Existing Conditions

Owners who have previously installed in-unit laundry facilities must remove such washers and dryers within 45 days of the effective date of this policy. The Association will share the cost of removal and restoring the unit to the prior condition, including removal of water lines, drain lines and power lines to the in-unit laundry facilities, not to exceed \$1,000.00.

Casa Pasadena Condominium Association

Bicycle Storage Room Rules

PURPOSE : To provide guidance regarding the use of the bicycle storage room located in the basement of Building 3 (the "Bike Room").

EFFECTIVE DATE : March 20, 2021

RESOLUTION : The Casa Pasadena Condominium Association provides a locked area for the storage of bicycles. The Association hereby adopts the following rules regarding the use of the Bike Room.

1. Owners and their tenants may store bicycles in the Bike Room. Only bicycles may be stored; no furniture or other household items are permitted. Non-permitted items will be discarded if not removed upon written notice from the Association.
2. All persons using the Bike Room agree to do so at their own risk. Each user of the Bike Room is responsible for controlling and monitoring access to the bicycle storage room, ensuring that the door's lock code is not shared without authorization.
3. The Bike Room is not supervised by the Association or Property Managers or any other personnel. Pursuant to CC&R section 6.08, the Association has no liability for damage unless caused by gross negligence:

6.08 Limitation of Liability

Neither the Declarant (nor its agents or employees) nor the Association, nor its Board of Directors (nor any member thereof), nor its officers (nor any of them), nor the Manager nor his staff shall be liable for any failure to provide any service or perform any duty, function or responsibility designated or provided in this Declaration or in any other Condominium Document to be performed by the same, or for injury or damage to persons or property caused by fire, explosion, the elements or by another Owner or person in the Project or resulting from electricity, water, rain, dust, or sand which may leak or flow from outside any Unit or from any part of any Building or from any pipes, drains, conduits, appliances or equipment, or from any other place or cause unless caused by the gross negligence of Declarant, the Association or its Board or officers, or the Manager or his staff.

4. Bicycle locks should be used to secure bikes stored in the room at all times. Locks will not be provided.
5. Report any suspicious activity, vandalism or damage to the Property Manager immediately.
6. Only store bicycles in the racks. Do not block the entrance to the Bike Room or position bikes in a manner that will impede others from entering or exiting the area.
7. The Bike Room is intended to be used by Owners and tenants of the building while they are living at the complex. The Association will periodically take inventory of all bicycles left in the Bike Room. Bicycles left in the Bike Room unused and unmaintained (i.e., flat tires, rusted, etc.) more than three consecutive months will be discarded if not removed upon written notice from the Association.

The undersigned, being the President of the Casa Pasadena Homeowners Association's Board of Directors certifies that the foregoing Bicycle Storage Room Rules was adopted by the Board of Directors at a duly called and held meeting of the Board on March 17, 2021.

Casa Pasadena Condominium Association

Storage Room Rules

PURPOSE : To provide guidance regarding the use of the storage room located in the basement of Building 3 (the “Storage Room”). The Association has installed shelving units in order to maximize the space available and to maintain an organized Storage Room. Nonetheless, space is limited and these rules are intended to maximize the useability of the Storage Room.

EFFECTIVE DATE : May 21, 2025

RESOLUTION : The Casa Pasadena Condominium Association provides a locked area for the storage of a homeowner's personal belongings. The Association hereby adopts the following rules regarding the use of the Storage Room.

- Only resident Owners and the Association itself may store items in the Storage Room. Non-resident Owners, renters, tenants or other persons may not store items in the Storage Room.
- All resident Owners using the Storage Room do so at their own risk. The Storage Room is not supervised by the Association, Property Manager(s) or any other personnel. Pursuant to CC&R section 6.08, the Association has no liability for any loss or damage unless caused by gross negligence:

6.08 Limitation of Liability

Neither the Declarant (nor its agents or employees) nor the Association, nor its Board of Directors (nor any member thereof), nor its officers (nor any of them), nor the Manager nor his staff shall be liable for any failure to provide any service or perform any duty, function or responsibility designated or provided in this Declaration or in any other Condominium Document to be performed by the same, or for injury or damage to persons or property caused by fire, explosion, the elements or by another Owner or person in the Project or resulting from electricity, water, rain, dust, or sand which may leak or flow from outside any Unit or from any part of any Building or from any pipes, drains, conduits, appliances or equipment, or from any other place or cause unless caused by the gross negligence of Declarant, the Association or its Board or officers, or the Manager or his staff.

- Users of the Storage Room are responsible for controlling and monitoring access to the Storage Room. They must ensure that the door is always locked after use and that the lock code is not shared without authorization.
- Any items of value should be cable locked and/or secured by the Owner even though the Storage Room's door has a lock. Locks will not be provided by the Association.
- Users of the Storage Room should report any suspicious activity, vandalism or damage to the Association or Property Manager immediately.

- All items must fit within the shelving units. Items that are too large to fit within the shelving units may not be stored on the floor. All materials stored in the shelving units must be stacked or otherwise secured to prevent sliding, falling or collapse.
- Loose items must be stored in plastic boxes or other suitable water-tight containers. Cardboard boxes are not permitted as they degrade over time, are not rodent proof, and are not waterproof.
- All authorized items in the Storage Room must be clearly marked with the resident Owner's name and unit number.
- No furniture (such as tables, sofas, loveseats, bureaus, etc.), mattresses, or large items that do not fit within the shelving units are permitted in the Storage Room.
- No liquids, paints, or other volatile/flammable materials are allowed in the Storage Room. Such items will be immediately removed from the Storage Room and disposed of in a suitable manner without any prior notice to the owner of the item.
- No items may be placed within the yellow lines on the floor that mark off the electrical panels. Such items will be immediately removed from the Storage Room and disposed of in the trash without any prior notice to the owner of the item.
- Aisles and passageways must be kept clear to provide for free and safe movement. Any items that present a trip hazard will be immediately removed from the Storage Room and disposed of in the trash without any prior notice to the owner of the item.

Periodically the Association will reorganize the Storage Room in order to maximize storage space and remove items that do not conform with these rules. In the event that an impermissible item is marked with the Owner's name and unit number, the Association will notify the Owner (either by MGC email or by letter either send via US Mail or posted at the unit's door) of the need to either properly store the item(s) or remove the item(s). If an impermissible item is not marked with the owner's name and unit number, or if no action is taken by the Owner within 10 days of notification, the Association may arrange for a donation agency to remove any unclaimed items or directly dispose of such items without any further notice to the Owner.

The undersigned, being the President of the Casa Pasadena Condominium Association's Board of Directors certifies that the foregoing Storage Room Rules were adopted by the Board of Directors at a duly called and held meeting of the Board on 5/21/2025.



By: _____
Adam Andersen

History: drafted by Adam Andersen 2/22/2025

Approved by Board on 3/26/2025 (4 aye, 0 nay, 1 absent) to send to members for 30-day review

Sent to owners via 1st class mail on 4/17/2025

Final reading and approval by Board on 5/21/2025 (4 aye, 0 nay -- 5th member resigned and no new member yet appointed.

Casa Pasadena Condominium Association

Mini-Split and Window Air Conditioner Installation Rules

PURPOSE: To provide guidance regarding the installation of mini-split HVAC systems and window air conditioner units. These rules will be incorporated into a complete Architecture Standard and Guidelines to be created at a later date.

EFFECTIVE DATE: 3/20/2021

RESOLUTION: The Casa Pasadena Condominium Association hereby adopts the following rules regarding the installation of mini-split HVAC systems.

1. No work may begin prior to approval by the Architectural Review Committee (ARC) or the Board of Directors.
2. These rules will be applied retroactively to all mini-split installed before the effective date hereof.
3. **Mini-Split Air Conditioners/Heat Pump installation:**

Mini-Split air conditioning (AC) units are considered an exterior modification of a Unit¹ since the outdoor condenser must be placed on the balcony or patio and holes must be drilled through the building's exterior wall for power lines, disconnect switch, refrigerant tubing and drain lines. In the event a Unit is not adequately cooled by the complex's central air conditioning system, an Owner may request approval from the Board of Directors to install a ducted or ductless mini-split AC unit in accordance with section 3 below. Notwithstanding, any mini-split AC unit must comply with the following restrictions:

- a. **Ducted versus non-ducted:** The **preferred installation** is a ducted system that replaces the existing fan-coil and fans in the Unit. Ductless air handlers may also utilize the existing plenum. This may provide easier and less expensive installation. Should a ductless installation be undertaken, no Unit may exceed one (1) wall-mounted blower per bedroom and one (1) wall-mounted blower in the main living area. Floor and ceiling installations are prohibited.
- b. **Wall penetrations:** Outside wall (or roof) penetrations are limited to one hole, 4" or less, per zone unit and a separate 2" or less hole for power, if needed, and must be properly weather sealed. These penetrations must be less than 12" above the balcony deck, behind or

¹ For the purposes of this document, the word "unit" is used to refer to the mini-split system, while "Unit" is used to refer to each individual condominium.

very close to the compressor location, and collocated if more than one is needed. The proposed penetrations must be approved by the Board of Directors upon inspection of the Unit and the installation proposal. If roof penetrations are approved, the proposed penetrations must be properly weather sealed by a roofing contractor selected by the Board of Directors and must be undertaken in such a way as to ensure the continued warranty for the PVC roof system.

- c. **Compressor location and mounting:** The mini-split's outdoor compressor may only be placed in the specific balcony/patio location approved by the Board of Directors upon inspection of the Unit and the installation proposal. The installation location must be selected to make the outdoor units as inconspicuous as possible and to ensure visual symmetry. In certain circumstances rooftop installation of the mini-split's outdoor condenser may be considered by the Board of Directors. Compressor installation must be properly done with manufacturer-approved mounting brackets and/or mounting pad as needed to prevent movement or rattling and other noise. Attachments to the balcony deck must be properly anchored and waterproofed.
- d. **Sound level:** The mini-split's outdoor compressor must not exceed an exterior sound limit of 55 decibels at the unit itself under full power.
- e. **Electrical disconnect:** The disconnect box for the mini-split's outdoor compressor must be located as low as code permits, behind the unit if possible, and must be positioned behind the cover panel. The installation of said disconnect box must comply with all City of Pasadena code requirements.
- f. **No other modifications or penetrations:** Except for the approved penetrations, the disconnect box, and the securing of the mounting plate and outdoor compressor to the deck, no other exterior modifications or penetrations to exterior walls or balcony floors are allowed. All cooling, electrical wiring, condensate tubing and control wiring must be routed inside the apartment. No external routing is allowed.
- g. **Condensation lines:** The condensate from all compressors must be directed to the existing condensate line that supports the existing fan-coil system located in the overhead plenum space. The condensate from a ducted blower/air handler and from each ductless, wall-mounted blower must be properly directed back to the existing condensate line that supports the existing fan-coil system located in the overhead plenum space utilizing pumps as needed to maintain proper flow. It may be necessary to utilize small pumps to ensure the proper flow of condensate lines back to the overhead plenum space. No corrugated tubing is allowed due to the potential of trapped condensate and possible mold. Connection into a drain line requires a properly installed trap. No

condensate is permitted to leak onto the balcony or dribble down the side of the building or onto the balcony below.

- h. **Cover panel:** The Association will require installation of a standardized cover panel around the completed unit. The panel is removable for unit servicing. The Association will provide the screen and bill the Unit Owner.
- i. **Equipment and installation costs:** All costs associated with the planning, preparations, structural reviews, permits and inspections, equipment, and installation are the sole responsibility of the Unit Owner.

4. **Mini-Split Air Conditioners/Heat Pump approval process**

Prior to commencing any installation, each Unit owner must submit an Architectural Review Committee (ARC) application via My Green Condo, along with associated plans, drawings, specifications, etc. All interactions, including requests for additional information and final decisions regarding the application, will be managed through My Green Condo.

The ARC (or the Board of Directors) will review and respond to all submitted requests within fifteen (15) days from the date all materials requested by the ARC (or the Board of Directors) are received.

This review is in no way intended to approve the proposed installation for structural engineering purposes or in lieu of any required City of Pasadena permits or inspections. Approval of proposed installation does not constitute nor should approval be understood or taken as: (i) a warranty or guarantee of any kind; (ii) as permission to violate any law; (iii) as permission to violate any provision of the CC&Rs, Bylaws, or Rules and Regulations of Casa Pasadena; (iv) as permission to build upon property not owned by the applicant; or, (v) as permission to violate or interfere with any easement on or across the Association's common areas.

ARC applications must contain the following materials (Omission of any of the following may delay the start of your project):

- a. Schematic plans and drawings of the Unit and planned changes. Plans and drawings submitted to the City of Pasadena for permits must be the same as those submitted to the ARC for approval. All plans and drawings shall be prepared in accordance with the requirements for clarity and completeness consistent with the requirements of the City of Pasadena.
- b. Complete and accurate information regarding proposed locations and installation plans for (i) the outside compressor, (ii) each inside air handler, (iii) routing and connections for system power wiring and emergency disconnect, control wiring between units, and refrigerant & condensate lines & connections, and (iv) all proposed equipment to be installed, including make, model, and specifications, including the mounting platform.

- c. Name of contractor(s), contractor's license number and proof of insurance. All design and installation work must be performed and warranted by licensed and bonded contractors. All work must meet all applicable or required codes and inspections. An in-person walk through prior to approval and a post installation inspection by a CPHOA representative is also required.
- d. Owner acknowledgment that each contractor has been given a copy of the Casa Pasadena On-Site Work Rules. Note: On-site work rules apply to anyone working in a unit, including the Owner.
- e. Anticipated length of work.
- f. Owner contact information. Owners must be able to be contacted during any remodel project. If for any reason the Owner cannot be contacted directly, the Owner must appoint an agent that can make legal decisions and provide the ARC (or Board of Directors) with that agent's name and contact information. The Association will not be held responsible for any stoppage or delay if necessary contact cannot be made

NOTES:

- 1. Actual measurements of location will vary by a few inches by model of compressor to be installed. Nominal measurements will be shown on an attachment to the approved and returned ARC request.
- 2. It is advised to obtain the required location of the compressor prior to design efforts.
- 3. The location assignments for an apartment stack (apartments above each other) are not changeable after the first installation in that stack.

CASA PASADENA CONDOMINIUM ASSOCIATION
RESOLUTION: IN-UNIT FIREPLACE BAN
(approved 3/26/2025)

PURPOSE: To ensure the health, safety, and welfare of all Owners, the Board hereby bans the use of in-unit fireplaces effective 3/26/2025. This resolution will clarify the existing covenants contained within the Association's Covenants, Conditions and Restrictions (CC&Rs) and will support State of California and City of Pasadena ordinances.

EFFECTIVE DATE: 3/26/2025 to 12/31/2025

WHEREAS, Section 7.03 of the By-Laws states that the Board of Directors shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and its operation and maintenance, and

Whereas, the existing fireplaces at the complex may not have suitable spark arrestors, thereby posing a fire and safety hazard; and

Whereas, many chimneys at the complex have City of Pasadena trees which extend within 10 feet of the outlet of the chimney in violation of California Code of Regulations, Title 19, section 3.07; and

Whereas, the use of in-unit fireplaces may, in light of the recent Eaton Fires, adversely affect our fire insurance coverage and premiums; and

Whereas, on 2/19/2025, the Pasadena Fire Department was on our premises to investigate the use of a fireplace within the complex on a "no burn" day;

Now therefore, the Casa Pasadena Board of Directors has resolved to implement a temporary ban on burning any combustible fuel (including but not limited to wood, Duraflame logs, paper, candles, and gas/propane inserts, but not including electric inserts) in a fireplace located within any unit in the Casa Pasadena complex. This ban is effective as of 3/26/2025 until 12/31/2025 so that the Board of Directors may draft and consider permanent rules for the use of in-unit fireplaces.



Casa Pasadena Board of Directors
Adam Andersen, President
CASA PASADENA CONDOMINIUM ASSOCIATION

RESOLUTIONS ACTION RECORD

Resolution Type: Health & Safety

Pertaining to: In-Unit Fireplace Use

3/26/2025: Board voted 4 aye, 0 nay, 1 absent to approve the above resolution

CITY OF PASADENA NO SMOKING ORDINANCE

On July 11, 2011, the City of Pasadena passed a “no-smoking” ordinance for multi-family homes, defined as two or more units, applicable to both those now existing and to be built, effective January 1, 2012. The ordinance provides that it will be unlawful to smoke in any common area (broadly defined in the statute to include all areas other than a unit), patio, balcony or inside a unit within any multi-family building, which includes condominiums. Here is a link to the full ordinance: [Chapter 8.78 - TOBACCO USE PREVENTION ORDINANCE](#).

- 1) Effective 8/13/2011, smoking is prohibited in outdoor common areas of multi-unit housing, such as courtyards, swimming pools, parking garages, recreation rooms, laundry areas, community rooms, playgrounds, etc.
- 2) Effective 1/1/2012, every lease or other rental agreement for the occupancy of a multi-unit housing unit entered into, renewed, or continued month-to-month on or after January 1, 2012, must contain a reference to the smoking prohibition ordinance and attach a copy of the section.
- 4) Effective 1/1/2012, every purchase agreement for the sale of multi-unit housing entered into on or after January 1, 2012, must contain a reference to the smoking prohibition ordinance.
- 5) Effective 7/1/2013, smoking is prohibited in all units of multi-unit housing, including balconies and patios.

REQUIREMENTS: The new ordinance imposes requirements and restrictions on 1) residents (renters and owners), 2) landlords, 3) sellers and 4) the HOA management and Board.

Residents: If you live in a condo, townhome or apartment complex in Pasadena, you cannot smoke in any common areas (for example, halls, meeting rooms or around the pool) on your balcony or patio, or within your condo, townhome or apartment. Furthermore, 8.78.072 prohibits smoking in unenclosed areas within a reasonable distance (20 feet) from any doorway, window, opening, or vent into an enclosed area in which smoking is prohibited, except while actively passing on the way to another destination.

Landlords: All leases, rental agreements and purchase agreements (new or renewed, and this will apply to condominium associations and planned developments) must refer to the prohibition language in the ordinance and must provide a copy of the ordinance to the person or entity with whom they are contracting.

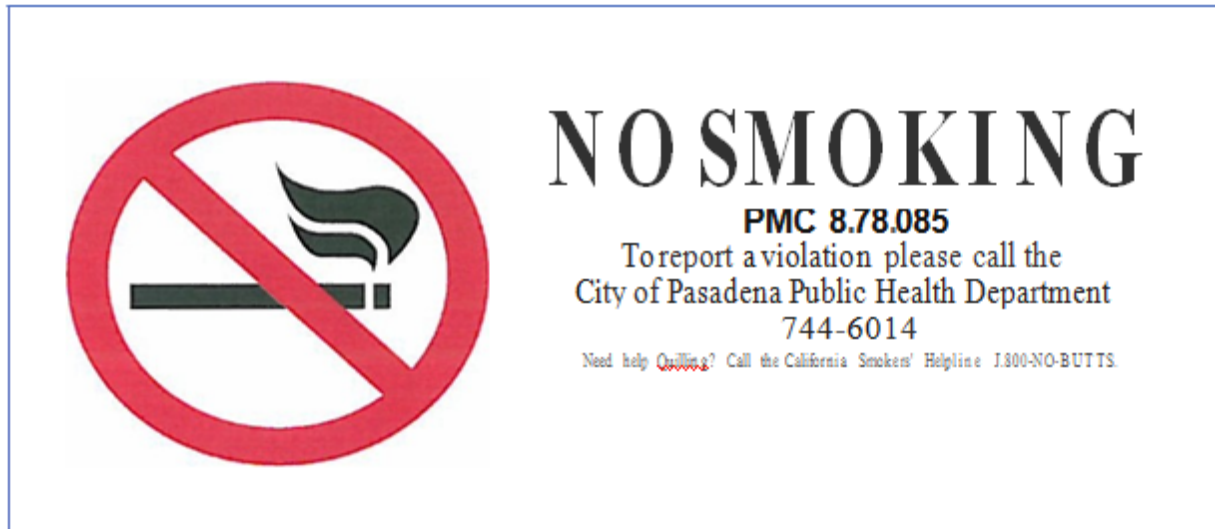
Sellers: If you are selling a home (unit condominium, townhome, etc.), you must include a reference to the “no smoking” ordinance in your purchase agreement, as well as include a copy of the ordinance.

HOA Boards and management companies: HOAs and/or their community managers must 1) notify building tenants about the new provisions of the law and 2) post “No Smoking” signs in the common areas of the association’s building(s) at first floor entrances and exits, lobbies, restrooms and elevators. These signs must include: a) the universal no-smoking symbol, b) the applicable municipal code section, 8.78.085 and c) telephone number to report violations (626) 744-6014. This basic information should be clearly visible to residents and the general public.

ENFORCEMENT: The actual enforcement of the ordinance, which commenced on July 1, 2013, will be enforced by the Pasadena Public Health Department, **NOT** by the associations. The last sentence of the ordinance provides that “an owner, operator, manager, landlord, homeowners’ association or other person having control of a multi-unit housing unit shall post signs as required by Section 8.78.080; however, said persons may, but are not hereby required, to assist with enforcing the provisions of this section and shall not be deemed in violation of this section by failure to assist in its enforcement.”

PENALTIES: Property owners and managers and residents are required to comply with the law. Violators will be subject to a \$ 100 ticket citation for the first violation, \$200 for the second violation, and \$500 for the third violation occurring within a 12-month period.

Link to www.cityofpasadena.net/publichealth to download the template for signage.



Any questions or more specific technical assistance on how to comply with the law can be obtained by calling the Tobacco Control Program at (626) 744-6051.

Chapter 8.78 - TOBACCO USE PREVENTION ORDINANCE

Sections:

8.78.010 - Short title.

This chapter shall be known as the "tobacco use prevention ordinance."

(Ord. 6757 § 2, 1998: Ord. 6548 § 2 (part), 1993)

8.78.020 - Findings and purpose.

The city council finds that the smoking of tobacco, or any other weed or plant, is a positive danger to health and a material annoyance, inconvenience, discomfort and a health hazard to those who are present in confined spaces, and that smoking rates are on the increase among the youth population of Los Angeles County. In addition, the U.S. Surgeon General and the U.S. Environmental Protection Agency have concluded that secondhand smoke causes lung cancer and heart disease in healthy nonsmokers. In order to promote public health, safety and welfare, the declared purposes of this chapter are to prohibit the smoking of tobacco, or any weed or plant, in public places and places of employment, to protect the public health by restricting public exposure to secondhand smoke, and to restrict youth access to tobacco products, as stated and required in this chapter.

(Ord. 6757 § 3, 1998: Ord. 6548 § 2 (part), 1993)

8.78.030 - Authority.

This chapter is enacted pursuant to the provisions of Section 25946 of the California Health and

Safety Code for the purpose of prohibiting smoking in public places and in places of work in order to eliminate the hazards and nuisance which smoking causes to these who are involuntarily exposed.

(Ord. 6548 § 2 (part), 1993)

8.78.040 - Definitions.

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section:

- A. "Bar" means an area which is devoted to serving of alcoholic beverages and in which the service of food is only incidental to the consumption of such beverages.
 - 1. Reserved.
 - 2. Reserved.
 - 3. Reserved.
- B. "Employer" means any person who employs the services of an individual person.
- C. "Employee" means any person who is employed by any employer for direct or indirect monetary wages or profit.
- D. "Enclosed" means closed in by a roof and four walls with appropriate openings for ingress and egress but does not include areas commonly described as public lobbies.
- E. "Entertainment facilities" means poolhalls, bingo parlors, bowling alleys and similar establishments.
- F. "Motion picture theater" means any theater engaged in the business of exhibiting motion pictures.
- G. "Restaurant" or "eating establishment" means any coffee shop, cafeteria, luncheonette, soda fountain, fast food service, or other establishment where cooked or otherwise prepared food is sold to the public. It shall not include the on-site cafeteria or lunchroom that is part of a business.
- H. "Smoking" means the combustion of any cigar, cigarette, pipe, or any similar article, using any form of tobacco or other combustible substance in any form.
- I. "Workplace" means any enclosed area which is occupied by two or more employees of a commercial enterprise, nonprofit entity, or the city of Pasadena; or any office that shares an HVAC system with another office.
- J. "Vendor-assisted sale" means a purchase requiring a direct, face-to-face exchange between the retailer and the customer, in which the vendor has access to the tobacco product, and assists the customer by supplying the product. The customer does not take possession of the product until it is purchased.
- K. "Tobacco product" means any manufactured substance made from the tobacco plant, including but not limited to cigarettes, cigars, pipe tobacco, snuff, chewing tobacco and smokeless tobacco, or products prepared from tobacco and designed for smoking or ingestion.
- L. "Cigar lounge" means a private smokers' lounge of an enclosed area in or attached to a retail or wholesale tobacco shop that is dedicated to the use of tobacco products, including but not limited to cigars and pipes.
- M. "Tobacco shop" means a business establishment whose main purpose is the sale of tobacco products, including but not limited to, cigars, pipe tobacco, and smoking accessories.
- N. "Service waiting line" means a place, public or private, where people use or wait for services, enter a public place, or make a transaction, whether or not such service or transaction includes the exchange of money, including but not limited to, bus stops, ATMs, bank teller windows, telephones, ticket lines, cab stands, information kiosks, and theater lines.
- O. "Shopping mall" means any parcel of land zoned and used for retail sales by more than one retailer

that is jointly operated or which includes shared parking facilities.

- P. "Reasonable distance" means a distance of at least 20 feet in any direction from an area in which smoking is prohibited.

(Ord. 6757 § 4, 1998; Ord. 6548 § 2 (part), 1993)

(Ord. No. 7156, §§ 1, 2, 10-27-2008)

8.78.050 - Application to city-owned vehicles and facilities.

All city-owned vehicles and all enclosed facilities owned and controlled by the city shall be subject to the provisions of this chapter.

(Ord. 6548 § 2 (part), 1993)

8.78.051 - Prohibition of smoking in public parks.

- A. It is unlawful for any person to possess a burning tobacco or tobacco-related product, including but not limited to cigars and cigarettes; to possess a burning marijuana cigarette, or other smoking implement containing marijuana; to chew tobacco or tobacco-related products; to dispose of lighted or unlighted cigars, cigarettes, cigarette butts or marijuana butts, or any other tobacco-related waste, in or upon any dedicated city park, playground or recreation center.
- B. The Brookside Golf Course shall be exempt from this restriction.
- C. No smoking shall be permitted on the Brookside Park Clubhouse Patio, and in the area between the Clubhouse Patio and the Starters Shop, including the right and left side pathways leading from the Clubhouse Patio to the Starters Shop.

(Ord. 6962 § 2 (part), 2004)

(Ord. No. 7187, § 1, 4-26-2010)

8.78.052 - Prohibition of mobile vending of cigarettes.

It is unlawful for a person to engage in retail tobacco sales at other than a fixed location. Itinerant tobacco retailing and tobacco retailing from vehicles are both expressly prohibited.

(Ord. 6962 § 2 (part), 2004)

8.78.060 - Prohibition of smoking in public places.

Except as otherwise provided in this chapter, it is unlawful to smoke in all enclosed public places within the city, including but not limited to the following places:

- A. Elevators in buildings generally used by and open to the public, including elevators in offices, hotels, and multifamily buildings;
- B. Hospitals and health care facilities:
 - 1. In public areas of health care facilities and hospitals, as defined in Section 1250 of the California Health and Safety Code including waiting rooms, public hallways and lobbies, all smoking is prohibited, except in specifically designated smoking areas, which may be all or part of a public area;
 - 2. Every publicly or privately owned health care facility, including hospitals, shall make a reasonable effort to determine preference and to assign patients placed in rooms occupied by two or more patients according to the patient's individual nonsmoking or smoking preference,
 - 3. In rooms and areas occupied by two or more patients, smoking shall be prohibited for hospital staff, visitors and the general public. "STAFF AND VISITOR SMOKING PROHIBITED" signs shall be conspicuously posted in such areas;
- C. Indoor service lines in which more than one person is giving or receiving services of any kind;

- D. Public meeting rooms, including hearing rooms, conference rooms, chambers, and places of public assembly in which public business is conducted, when the public business requires or provides direct participation or observation by the general public;
- E. Public restrooms;
- F. Theaters and auditoriums, including every publicly or privately owned theater, auditorium, or other enclosed facility which is open to the public for the primary purpose of exhibiting any motion picture, stage drama, musical recital, athletic event, or any other performance or event in all areas except either in that area commonly known as the lobby, or in areas not open to the public. Every owner and/or manager of such theater, auditorium, or other enclosed facility used for the purposes stated herein, shall post signs conspicuously in the lobby stating that smoking is prohibited within the theater, auditorium or facility, and in the case of motion picture theaters, such information shall be shown upon the screen for at least five seconds before showing feature motion pictures. This section shall not be construed to prevent smoking by performers in connection with a stage production or by persons making a presentation concerning addiction to tobacco or other drugs;
- G. Restaurants, hotel lobbies, and common areas within hotels and motels, excluding guest rooms.

(Ord. 6757 § 5, 1998; Ord. 6548 § 2 (part), 1993)

8.78.061 - Requirement of vendor-assisted sales.

It is unlawful for any person, business, or tobacco retailer to sell, permit to be sold, or offer for sale any tobacco product by means of a self-service display, cigarette vending machine, or by any means other than vendor-assisted sales. This prohibition shall not apply to tobacco shops and cigar lounges. A "self-service display" is the open display of tobacco products which the public has access to without the intervention of a store employee, including but not limited to a rack, shelf, or counter-top display.

(Ord. 6757 § 6, 1998)

8.78.062 - Purchaser identification.

The seller of any tobacco products shall require photographic identification if a purchaser reasonably appears to be under 27 years of age. In compliance with federal and state law, tobacco products shall not be sold to anyone under 18 years of age.

(Ord. 6757 § 7, 1998)

8.78.070 - Prohibition of smoking in the workplace.

- A. Except as otherwise provided in this chapter, it is unlawful to smoke in all enclosed workplaces of commercial enterprises, nonprofit entities and all city-owned and managed buildings and vehicles, including but not limited to open office areas, shared offices, private offices, hallways, restrooms, escalators, elevators, stairways, lobbies, reception areas, waiting rooms, classrooms, meeting or conference rooms, and auditoriums.
- B. On-site cafeterias, lunchrooms and lounges shall be deemed workplaces and smoking prohibited therein, whether or not such facilities are open to members of the general public.
- C. Each commercial enterprise, nonprofit entity and the city shall comply with these smoking prohibitions and be responsible for their implementation in the workplace, and "No Smoking" signs shall be posted in the manner prescribed in Section 8.78.080.
- D. Notwithstanding this section, a private residence including either an attached or detached garage shall not constitute a workplace, except when the residence serves as a licensed day care facility.

(Ord. 6548 § 2 (part), 1993)

8.78.071 - Prohibition of smoking in certain outdoor public places.

- A. It shall be unlawful to smoke in the following outdoor public places:

1. Outdoor areas of shopping malls;
 2. Unenclosed areas of bars and restaurants;
 3. In service waiting lines or within 20 feet of such lines;
 4. Outdoor public gathering events/special events/parades/fairs.
 5. In or upon the grounds of any Pasadena Public Library. For the purposes of this paragraph: "grounds" shall include, without limitation, landscaped areas, patios, stairways, walls, parking lots and walkways on publicly owned property, adjacent to any Pasadena Public Library; "Pasadena Public Library" shall include the Pasadena Central Library, Allendale Branch Library, Hastings Branch Library, Hill Avenue Branch Library, La Pintoresca Branch Library, Lamanda Park Branch Library, Linda Vista Branch Library, San Rafael Branch Library, Santa Catalina Branch Library and Villa Parke Branch Library.
- B. Notwithstanding exemptions enumerated under California Labor Code Section 6404.5, the prohibitions in Section A above shall apply to the outdoor areas of a "private smokers' lounge" and "retail or wholesale tobacco shops" as defined under state law, and to "significant tobacco retailers" as defined under the city's zoning code.

(Ord. No. 7156, § 3, 10-27-2008; Ord. No. 7257, § 1, 3-16-2015)

8.78.072 - Reasonable smoking distance required — 20 feet.

Smoking in unenclosed areas shall be prohibited within a reasonable distance (20 feet) from any doorway, window, opening, or vent into an enclosed area in which smoking is prohibited, except while actively passing on the way to another destination.

(Ord. No. 7156, § 3, 10-27-2008)

8.78.080 - Posting of signs.

- A. Every owner, operator, manager, or other persons having control of a structure where smoking is prohibited under this chapter shall conspicuously post in such buildings "No Smoking" signs with capital letters not less than one-inch in height on a contrasting background. The international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) may be used in lieu of the written "No Smoking" sign, or a sign approved by the city's health officer.
- B. The "No Smoking" postings may be limited to first floor entrances and exits, lobbies, restrooms, and elevators.

(Ord. 6548 § 2 (part), 1993)

8.78.085 - Reduction of drifting tobacco smoke in multi-unit housing.

- A. The following words and phrases, whenever used in this section, shall have the following meanings:
 1. "Common area" means every interior or exterior space of multi-unit housing that residents of more than one unit are entitled to enter or use, including, without limitation, halls and paths, lobbies and courtyards, elevators and stairs, community rooms and playgrounds, gym facilities and swimming pools, parking garages and parking lots, shared restrooms, shared laundry rooms, shared cooking areas, and shared eating areas.
 2. "Multi-unit housing" means residential property containing two or more dwelling units but does not include a hotel or motel that meets the requirements set forth in California Civil Code Section 1940(b)(2) or a mobile home park.
 3. "New unit" means, for new construction, a unit that is issued a certificate of occupancy on and after July 1, 2011, or, for buildings already constructed, a unit that is leased or rented for residential use for the first time on and after July 1, 2011.
 4. "Nonsmoking area" means any unit or common area of multi-unit housing in which smoking is prohibited by this section.

5. "Unit" means a personal dwelling space, even where lacking cooking facilities or private plumbing facilities, and includes any associated exclusive-use enclosed area or unenclosed area, such as, without limitation, a private balcony, porch, deck or patio. "Unit" includes without limitation: an apartment; a condominium; a townhouse; a room in a long-term health care facility, assisted living facility, or hospital; a room in a single room occupancy facility; and a room in a homeless shelter.
- B. Nonsmoking Areas in Multi-Unit Housing.
1. It is unlawful to smoke in all common areas of multi-unit housing.
 2. It is unlawful to smoke in all new units of multi-unit housing.
 3. It is unlawful to smoke in all multi-unit housing units on and after July 1, 2013.
- C. Disclosure of the Requirements of this Section.
1. Every lease or other rental agreement for the occupancy of a multi-unit housing unit entered into, renewed or continued month-to-month on and after January 1, 2012 shall contain a reference to this section and attach a copy of this section.
 2. Every purchase agreement for the sale of a multi-unit housing unit entered into on or after January 1, 2012 shall contain a reference to this section and attach a copy of this section.
- D. Violations and Enforcement.
1. It is unlawful for any person to violate the provisions of this section.
 2. Notwithstanding Section 8.78.110 or any other provision of this code, a violation of this section shall be punishable under the administrative citation procedures set forth in Chapters 1.25 and 1.26. The fine imposed for a particular violation shall be in the amount set forth in the administrative citation schedule established by resolution of the city council pursuant to Section 1.26.060.
 3. The provisions of this section shall be enforced by the health officer of the city or an authorized designee in the environmental health division. An owner, operator, manager, landlord, homeowners' association, or other person having control of a multi-unit housing unit shall post signs as required by Section 8.78.080; however, said persons may, but are not hereby required, to assist with enforcing the provisions of this section and shall not be deemed in violation of this section by failure to assist its enforcement.

(Ord. 7208 § 1, 2011)

8.78.090 - Structural modifications.

Employers are not required to incur expense to make structural or other physical modifications to comply with this chapter.

(Ord. 6548 § 2 (part), 1993)

8.78.100 - Enforcement.

The provisions of this chapter shall be enforced by the health officer of the city or an authorized designee in the environmental health division.

(Ord. 6548 § 2 (part), 1993)

8.78.110 - Violations and penalty.

- A. It is unlawful and an infraction for any owner or manager of a commercial enterprise or nonprofit to violate any of the provisions of this chapter.
- B. A violation of the provisions of this chapter is punishable as an infraction as outlined in Section 1.24.025 of the Pasadena Municipal Code.

(Ord. 6548 § 2 (part), 1993)

8.78.120 - Nonretaliation.

It is unlawful for an employer to discharge or refuse to hire, or in any manner retaliate against a party who files a complaint under this chapter.

(Ord. 6548 § 2 (part), 1993)

8.78.130 - Exemptions.

- A. This chapter is not intended to regulate smoking on property owned or leased by county, state or federal governmental entities or tobacco stores.
- B. Any owner or manager of a business or other establishment subject to this chapter may apply to the city health officer for an exemption or modification to any provision of this chapter due to unusual circumstances or conditions not related to youth access to tobacco products or the public's exposure to secondhand smoke. Such exemption shall be granted only if the city health officer finds from the evidence presented by the applicant for exemption either that:
 - 1. The applicant cannot comply with the provisions of this chapter for which an exemption is requested without incurring expenses for structural or other physical modifications, other than posting signs, to buildings and structures; or
 - 2. Due to such unusual circumstances, the failure to comply with the provision for which the exemption is requested will not result in a danger to health or annoyance, inconvenience or discomfort.

(Ord. 6757 § 7, 1998; Ord. 6548 § 2 (part), 1993)



My Green Condo (MGC) Basic Training Guide

My Green Condo (MGC) is the new user-friendly software currently used by Casa Pasadena HOA to manage not just the accounting, billing records and financial controls, but to also have (i) a full tracking trail of all approvals and transactions, (ii) the ability to broadcast messages and generate email messages to all residents, (iii) to provide access to the e-library where many documents will be stored, and (iv) the option to setup your own monthly e-payment account. You can also modify or update your individual profiles, and many other features. Please take time to surf through this site and get to know its great user-friendly features. This is a live site and will be updated with more data, as time permits.

By now you should have received an email message from My Green Condo (MGC) with your username and password (if we have an email address for you on file). The username is your email address that we have on file for you. The password was generated by MGC and can be changed by you at any time.

Following is a list of the MGC features, along with the respective screens or icons listed in this Basic Training Guide:

- Access and Save MGC External Site in your Favorites Toolbar
- Login to the MGC External Site
- Access and Edit Data in My Profile
- Change the Password Assigned by MGC
- Create your Automatic Payment Method
- Download your Picture into My Profile
- View Public Documents in the Library
- Generate Emails to Residents

Access and Save *My Green Condo* External Site in your Favorites Toolbar

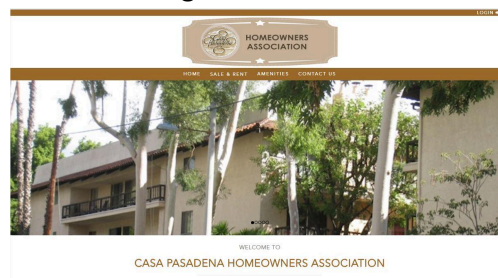
Steps

1. Activate your Google Chrome or Explorer window.
2. Enter www.mygreencondo.net/casapasadena in the address bar.
3. View the **MGC Home Page**.
4. Click the **Bookmark this page** icon on the extreme upper right hand side of the Bookmarks bar.
5. Click **Done** on the Bookmarks window.

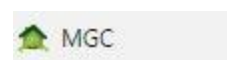
The **MGC External Site** icon will now become a permanent icon as a Favorite on the Bookmarks bar.

Respective Screens or Icons

MGC Home Page



Bookmark this page icon MGC External Site icon



Login to the MGC Site

1. Activate your Google Chrome or Explorer window.
2. Click the **MGC Site** icon on the Favorite Bookmarks bar.
3. Click the **Login** button on the upper right hand side of the Home page.
4. Enter your assigned username and password in the **Username** and **Password** fields that automatically display.
Note: If you can't remember your Password, click the Forgot Password link and follow the instructions on your screen.
5. Click the **Remember Me** checkbox to automatically access the site without having to fully login every time.
6. Press the **Enter** button on your keyboard.

Login button



User Name and Password window

Access and Edit Data in My Profile

Your personal facts can be found under the **My Profile** tab > **Profile Details** section. It is very important to always update this profile whenever any changes take place.

1. Login to **MGC**.
2. Click the **My Profile** tab.
3. Click **My Profile Details**.
4. Click the **Edit** button on the left hand side to make changes in your profile.
5. Verify the information in the following fields is correct:
 - First Name:
 - Last Name:
 - Email:
 - Home No.:
 - Work No.:
 - Mobile No.:
 - Purchase Date:
 - Move in Date:
 - Decal No. CAR #1:
 - Decal No. CAR #2:
 - Mailing Address:

Resident's Access to MGC Features



Edit button



- Emergency Contact:
 - Vehicle Details:
6. Click the **Save** button.
 7. Scroll to the top of the page to **Logout** or click the back-arrow on the toolbar to access the Home Page and click **Logout**.

Change the Password Assigned by MGC

You have the option of keeping the Password that MGC sent you in their original email message –OR– change it to one that you will easily remember.

To Change the Password

1. Login to **MGC**.
2. Click the **My Profile** tab.
3. Click **My Profile Details**.
4. Click the **Edit icon** under the User ID and Password box.
5. Enter your **new Password**.
6. Reenter your **new Password**.
7. Click **Submit**.
8. Complete your other transactions.
9. Click **Logout**.



The image shows a blue 'EDIT' button with a pencil icon. Below it is a light green form for changing a password. The form contains three input fields: 'Password :', 'New Password :', and 'Reenter Password :'. The 'Password :' field is filled with asterisks. At the bottom of the form are two buttons: 'Submit' and 'Close'.

If you Forgot your Password

1. Login to **MGC**.
2. Enter your **Username** (same as your personal email).
3. Click **Forgot Your Password**.
4. Press the **Enter** key.
5. Enter your email address (same as your Username).
6. Click **Submit**.
7. Access your personal email site.
8. Check for a message from MGC with your newly assigned password.
9. Complete your other transactions.
10. Click **Logout**.



The image shows a login form with 'Username' and 'Password' input fields. Below the 'Username' field is a blue 'SUBMIT' button. To the right of the 'SUBMIT' button is a blue link that says 'Forgot your Password?'. Further right are links for 'Move In Form' and 'Remember Me'. At the bottom right of the form is a blue button labeled 'LOGIN PANEL'.



The image shows a web browser window with the URL 'https://www.mygreencondo.net/logins/forgotpass/'. The page has a light green background. It contains an 'Email Address :' input field. Below the input field are two buttons: 'Submit' and 'Cancel'.

Download your Picture into My Profile

1. Login to **MGC**.
2. Click the **My Profile** tab.
3. Click **Profile Details**.
4. Click over the **Click to Upload Image** square on the left hand side of the resident's data.
5. Click the **Upload Picture** radio button.
6. Click the **Choose File** button to scroll and select the image file of your choice that is stored in your PC or jump-drive.
7. Click the **Save** button.
8. Scroll to the top of the page to **Logout** or click the back-arrow on the toolbar to access the Home Page and click **Logout**.



Upload Picture Radio Button



View Casa Pasadena Public Documents in the Library

1. Login into **MGC**.
2. Click the **Library** tab.
3. Click the **View Library** button.
4. Click the folder of your choice.
5. Scroll to the top of the page to **Logout** or click the back-arrow on the toolbar to access the Home Page and click **Logout**.

Note: This is a live site and will be updated with more data, as time permits.



Generate Emails to Residents

1. Login to **MGC**.
2. Click the **My Inbox** tab.
3. Click **Compose**.
4. Select who the email will be addressed to:
 - Property Manager
 - Association Board

-OR-

- Neighbor

Note: If sending to a neighbor, select the data in the Building Address and Unit Number fields.

5. Enter data in the subject line and compose your message following standard email steps.
6. Click **Send**.
7. Scroll to the top of the page to **Logout** or click the back-arrow on the toolbar to access the Home



Page and click **Logout**.

Paying your monthly bill

You have several ways to pay your monthly HOA bill.

- Automatic Payment via My Green Condo
- Your own bank's bill payment function
- Or you can still mail a check to ONIT Property Management, 10153 1/2 Riverside Drive Suite 335 Toluca Lake CA 91602.

In all cases be certain to include reference to Casa Pasadena and your Unit Number.

Create your Automatic Payment Method

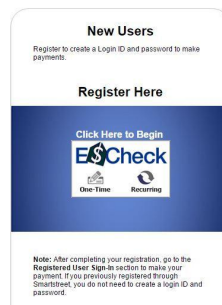
Registering

IMPORTANT: There is no additional fee if paying by electronic-check; however, if a credit card is to be used, Union Bank will impose a monthly fee.

1. Login to MGC.
2. Click the My Profile tab.
3. Click Make Payment.
4. Click the Sign-In or Register tab.



5. Click the New Users Register Here tab.



6. Enter your personal data in the New User Registration window.

New User Registration

Instructions:

1. Find your association name
2. Complete the form
3. Click **Submit**

Your Login ID should meet the requirements listed below:

- Must be 4 to 50 characters or numbers in length
- The following special characters may NOT be used: ', / \ _ % # \$ ^ * & "

Your password should meet the requirements listed below:

- At least 1 or more Upper Case Letters (A-Z)
- At least 1 or more Lower Case Letters (a-z)
- At least 1 or more Numbers (0-9)
- Must be at least 8 characters/numbers in length

Password Strength:

Personal Information

Indicates required fields.

Association:

Create Login ID:

Email Address:

Create Password:

Password Confirmation:

First Name:

Last Name:

Address:

City:

State:

Zip:

Work Phone:

Home Phone:

Additional Info:

7. Click Submit.
8. Read the Approved Registration Status message.
9. Click Proceed to Login.
10. Click the Registered User tab.

Signing In

1. Click **Submit**.
2. Read the **Approved Registration Status** message.
3. Click **Proceed to Login**.
4. Click the **Registered User** tab.
5. Enter the newly created **Login ID** and **Password** for the Union Bank account, so the Casa Pasadena Association has the right to withdraw the amount specified for your monthly fee.
6. Select your **Forgotten Password** questions and enter your responses.
7. Click **Next**.
8. Select your **Enhanced Security** questions and enter your responses.
9. Click **Next**.

Registered Users

Sign-in to make a one-time or recurring payment if you have registered or have a Smartstreet Login ID and password.

Sign-In Here

Login ID:

Password:

[Forgot Password?](#) | [Forgot Login ID?](#)

ESCheck

Enhanced Security Setup - Select Security Questions

To enhance the security of your sign on, select from the questions below and provide answers to each. Only you will know the answers to these questions. On occasion, we may ask you these questions when you sign on to verify your identity. These are NOT FORGOTTEN PASSWORD questions, they are used to enhance the security of your account.

NOTE: Please remember the exact answer to each security question. Please do not use the following characters in your answers: < > % ' [] () * ,

* = Required Information

Question #1:

Answer #1:

Question #2:

Answer #2:

Question #3:

Answer #3:

10. Enter your **eCheck payment** data.
11. Click **Continue**.

Account Information

☒ Checking ☐ Savings

Note: Please choose an account type based on your bank's identification of your account. Failure to do so may result in your payment being returned unpaid by your bank.

NAME: [Field] 0123
 ADDRESS: [Field]
 CITY, STATE, ZIP: [Field] 0123456789
 Date: [Field]
 \$ [Field]
 DOLLARS

Routing Number: [Field] Account Number: [Field] Check Number: [Field]

For savings, credit union, money market and business accounts, please check with your financial institution to verify the correct numbers to use for electronic transfers.

Routing No: [Field]
 Confirm Routing No: [Field]
 Account No: [Field]
 Confirm Account No: [Field]

☐ I have read and understand all of the [Authorization Agreement](#) for this transaction.

Cancel Continue

12. Click **Continue** to accept your recurring eCheck Payments Setup
- OR-
- Click **Back** to make any corrections.

Recurring eCheck Payments Setup

Verify the following Payment Schedule and make any revisions:

Date	Amount	Del
11 / 1 / 2016	364.48	Del
12 / 1 / 2016	364.48	Del
01 / 2 / 2017	364.48	Del
02 / 1 / 2017	364.48	Del
03 / 1 / 2017	364.48	Del
04 / 3 / 2017	364.48	Del
05 / 1 / 2017	364.48	Del
06 / 1 / 2017	364.48	Del
07 / 3 / 2017	364.48	Del
08 / 1 / 2017	364.48	Del
09 / 1 / 2017	364.48	Del
10 / 2 / 2017	364.48	Del

Back Continue Delete Selected

Extend Schedule Through: Choose a Month Extend

Please click continue or your schedule will not be processed

13. Read the Recurring eCheck Payments Setup window.
14. Enter your name to authenticate the eCheck Payments setup.
15. Click **Continue**.

Recurring eCheck Payments Setup

DEBIT AUTHORIZATION AGREEMENT

By typing my name in the box below, I Emmy Prieto hereby authorize Union Bank Homeowners Association Services eCheck to process the electronic ACH transactions listed above to debit my Checking account, account number xxxxxxxx6940 with Your Financial Institution, routing number xxxxxx047 payable to The Towers Of Kendale Lakes Condominium Association, Inc (Miami, FL).

* Authorization: Type Your Name Here: [Field]

I further authorize my IP address of 75.74.244.241 to be recorded with this transaction. If payment is dishonored by my financial institution due to insufficient funds or closed account, I agree to pay a service charge of \$20 or the maximum amount allowed by law.

Back Continue

Please click continue or your schedule will not be processed

16. Enjoy reading the successfully created account message.
17. Click **Logout** to exit the Union Bank site. Scroll to the top of the page to **Logout** or click the back-arrow on the toolbar to access the MGC Home Page and click **Logout**.

You are now all set for eCheck Payment, recurring on the date you set up. No more worries about late payment or having to write a check and deliver or mail to the Office.

Congratulations!