

## THE HUNTINGTON PARK RULES

**1) PRIVATE USE ONLY:** Huntington Park (the “Park”) is a private park owned by the Huntington Palisades Property Owners Corporation, Ltd. (“HPPOC”), and is operated by the HPPOC for use by residents of the Huntington Palisades and their guests only.

**2) PARK HOURS:** The Park shall open at 7 a.m. on weekdays and 8 a.m. on weekends. The Park will close at sundown. The Park is subject to closure without notice for maintenance.

**3) PERMITTED USES:** The Park is a private space set aside for typical park and playground activities, including walking, reading, picnics and exercise. Residents may reserve the Park for special events, such as birthday parties and weddings. A section of the Park has been set aside for dog walking. Use of the Park is subject to the rules contained herein. Residents must enter the Park using their own issued key card. Under no circumstances shall the gate be propped open to allow entry without a key card.

**4) ACCESS:** The park is gated and locked. Residents can obtain key cards to access the park after agreeing to and signing the HPPOC Member Contract for use of the card key system and enjoyment of the park. Up to two (2) key cards are available per household.

**4) GOOD NEIGHBOR RULE:** All HPPOC residents and their guests must conduct themselves in and around the Park on a basis fully consistent with the principles of being a good and safe neighbor. Those using the Park must remember that the Park is in a residential neighborhood and take care to not unduly disturb those living near the Park. Sports whistles, megaphones, unreasonably loud music, unreasonably loud parties, smoking, open flames, use of drugs or alcohol, honking, or activities that are illegal (such fireworks) are examples of conduct that violates the Good Neighbor Rule.

**5) GUESTS:** Guests of HPPOC residents shall be permitted to use the Park only in the company of a resident, except that domestic help (e.g., babysitter, dog walker) may use the Park with the resident’s consent and solely for the purpose of accompanying a registered dog or resident to the Park. Under no circumstances shall a guest bring a dog that is not registered with the HPPOC into the Park. Resident shall be responsible for the conduct of his or her domestic help and guests. Resident shall ensure that domestic help and guests are familiar with, and abide by, the Park Rules. Owners of homes in HPPOC are ultimately responsible for the behavior of those gaining access to the Park by virtue of their ownership of a home in HPPOC, including their own guests and domestic help, as well as their tenants, and the tenant’s guests and domestic help (hereinafter referred to as “Related Persons.”). Likewise, owners are subject to discipline, including the imposition of fines, and reimbursement of costs incurred by HPPOC as a result of the behavior of Related Persons or damage caused to the Park by their Related Persons.

**6) SPECIAL EVENTS:** Residents with key cards may submit a Reservation Request to reserve the Park for Special Events, such as parties, weddings, and other special occasions. Athletic

activities (such as private sports training) involving non-residents and/or more than eight (8) participating athletes are Special Events and require a reservation. A Reservation Request must be submitted, with required liability releases, insurance endorsements, deposits, and fees, and approved in writing in advance of the requested event date. Residents are encouraged to submit Reservation Requests at least two weeks prior to the Special Event. Residents and guests must observe the Special Event Rules, which are detailed below.

**7) TRAINING AND SPORTS:** Resident key card holders and escorted guests may use the Park for informal athletic activities. Activities must be in-line with the intended purpose of the area and must not present a danger to the participants or others using the Park. Particular care must be taken when the activities involve balls and other objects that are propelled through the air and the use of implements to strike or handle balls or other objects. Golf, tennis, baseball, or other sports that are customarily not played in small areas are not permitted in the Park. Participants should take care to utilize space in a manner that will not interfere with other people's access to or enjoyment of the Park.

The use of instructors, personal trainers, and coaches, without a Special Events Reservation, is permitted if limited to no more than two (2) resident households. In other words, training is not allowed for nonresidents without a Special Events Reservation. Training is also not permitted for more than two (2) resident households training as a group without a Special Events Reservation. At no time may a key card be provided to a non-resident, including a trainer. Residents allowing entry of guests (including instructors/coaches) remain responsible for ensuring their compliance with all Park Rules and must be present at all times to ensure such compliance. Guests, including trainers, are not allowed to provide entry to others (e.g., a trainer may not open the gate for anyone and must be escorted through the gate by the responsible resident).

Whistles, voice amplifiers, or similar devices may not be used. Cleats or other equipment that may damage the turf may not be used. (e.g., drills should not be run adjacent to a neighboring home if the drills will involve prolonged shouting or cheering).

## **8) DOGS IN THE PARK**

**THE PARK IS DIVIDED INTO TWO FENCED SECTIONS WITH TWO SEPARATE ENTRANCES. REGISTERED DOGS ARE ONLY PERMITTED IN THE SECTION ON THE NORTHWEST SIDE OF THE PARK. DOGS ARE NOT ALLOWED IN THE PEOPLE-ONLY AREA ON THE SOUTHEAST SIDE OF THE PARK.**

a) **DOG REGISTRATION:** The HPPOC Member Contract for Use of the Card Key System and Enjoyment of the Park includes a section for the registration of dogs. All dogs entering the Park must be pre-registered. Only dogs residing in HPPOC may be registered. Members who have registered their dogs shall pay an annual fee of \$50 per dog to offset the cost of upkeep of the dog area.

- b) The rules related to dogs within the Park are intended to apply to all persons having control over the registered dog and bringing the dog into the Park. As described herein, the term “owner” is intended to apply to the dog owner, or person given the responsibility to care for the dog (e.g., dog walker).
- c) Dogs may be off leash if under the control of the person accompanying the dog. Owners must have at all times in their possession and visible a leash for each dog under their control while in the Park. The leash shall be no longer than six feet (including retractable leads) and shall be held by a person physically capable of controlling the dog while on a leash.
- d) Guests of HPPOC residents are not allowed to bring dogs to the Park. Only registered dogs are permitted in the Park.
- e) No one may bring more than two (2) dogs into the designated dog area. Owners (or designated dog walkers) must be in the Park and observing their dogs at all times. Dogs shall not be left unattended. Owners must be in verbal and sight control of their dogs at all times.
- f) Owners must pick up after their dogs’ waste and place bags in the designated waste bins.
- g) Owners must be sensitive to the surrounding neighbors, control barking dogs, and minimize loud noise, especially in the early morning hours. No dog shall be permitted to become a nuisance or create any unreasonable disturbance.
- h) The following types or breeds of dog are not permitted in the Park under any circumstances:
  - i. Pit Bulls, Rottweilers, Chow Chows, Doberman Pinschers, Siberian Huskies, Alaskan Malamutes, Akitas, American Staffordshire Terriers, Wolf-hybrids, Perro de Presa Canarios, and any dog which is a mixed breed with any lineage from the foregoing.
  - ii. The Good Neighbor Rules applies to conduct involving dogs, including being a good neighbor to the residents nearby the Park. No person may allow a dog, when unprovoked, to bite, attack, endanger, or inflict injury on another person or animal or chase or approach an individual in a menacing or intimidating fashion, including showing teeth, or apparent attitude of attack. In addition to the restriction above, any dog with a history of biting or fighting will be denied admission to the Park unless written approval is received from HPPOC. In the event any dog commences to fight in the Park, such dog shall be immediately removed from the Park.
- i) Dogs must be vaccinated, spayed, or neutered, and licensed with the City of Los Angeles (the “City”). Dog influenza vaccines are recommended, but not required. Dogs must wear identifying and updated collars or tags indicating current City licensing. Prong, loose-fitting, and spike collars are prohibited and may not be worn by dogs inside the Park.
- j) Puppies less than four (4) months of age or dogs that are sick or have parasites, worms, fleas, or ticks are not permitted within the Park.

- k) Dog food/treats are not allowed within the Park.
- l) Owners must limit the use of toys within the Park as necessary to avoid potential dog conflicts, particularly during busy hours.
- m) The use of dog whistles is prohibited within and near the Park.
- n) Commercial or private usage of the Park such as for professional dog training, grooming, and dog “parties” or events is prohibited.
- o) Owners are responsible to ensure their dogs do not cause damage to Park property, including digging.
- p) Be respectful of other resident’s wishes; if your dog is creating angst for a dog or human, adjust the behavior or leave.

9) **PARK PATROL:** The HPPOC is dedicated to ensuring that the Park rules are adhered to by the residents and has in place several measures to enforce the Park Rules. The Park is under video surveillance at all times. The HPPOC office has the ability to monitor and record activity at the Park. The Park is gated with a card key system. Resident members of the HPPOC are required to obtain a card key and sign the HPPOC Member Contract for Use of the Card Key System and Enjoyment of the Park to procure the card key. Up to two key cards may be issued per address. Additional or replacement cards can be purchased for \$25. Abuse of the card key system or violation of Park Rules may result in the temporary or permanent deactivation of the key cards and of the privilege to use the Park.

A patrol company monitors the Park and the guards are instructed to approach persons using the park to verify if they are residents and to ask to see the card key. Patrol is authorized to ask persons to leave if they are not accompanied by a Huntington resident (or domestic help as described above) or are violating any of the Park Rules.

**10) SUSPENSION OF PARK PRIVILEGES AND OTHER DISCIPLINARY MEASURES:**

- a) Huntington Palisades residents who violate Park rules are subject to having their Park use rights (and Related Persons) suspended by the HPPOC Board of Directors. Card keys may be deactivated immediately, pending a hearing, in the event that the Board believes that the use of the park by the accused resident or Related Persons poses an imminent threat of harm to other residents. Otherwise, deactivation of a card key, whether permanent or temporary shall occur only after the Board has determined to take action after a hearing.
- b) Fines of up to \$250 per violation of the Park Rules or reimbursement assessments (intended to reimburse HPPOC for repair costs for damages caused by a resident or Related Party) may also be imposed at a hearing. Again, the responsible owner shall be

provided a minimum of ten (10) days prior notice of the hearing and shall be provided a notice of the outcome of the hearing within fifteen (15) days of the hearing.

c) The responsible owner shall be provided a minimum of ten (10) days prior notice of the hearing and shall be provided a notice of the outcome of the hearing within fifteen (15) days of the hearing. The hearing notice shall include the date, time and location of the hearing. The hearing notice shall include a description of the alleged infraction or in the case of a reimbursement assessment shall include invoices, or other evidence, of the cost of repairs. The responsible owner shall be permitted to attend the hearing and/or submit written information relative to the alleged infraction. The hearing will be conducted in closed session, unless the responsible owner specifically requests that hearing be conducted in open session prior to the time the agenda for the meeting is posted. A member's right to use the Park may also be suspended for non-payment of an assessment, or other violation of the HPPOC governing documents.

**11) INTERPRETATION, WAIVER AND MODIFICATION OF THE RULES:** The HPPOC Board of Directors reserves the right to interpret, apply, modify (consistent with the intent of these rules) and/or waive these Rules on such basis, as it shall determine from time to time is in the best interests of the residents of the Huntington Palisades.

## HUNTINGTON PALISADES PROPERTY OWNERS CORPORATION, LTD.

### HPPOC Member Contract for Use of the Card Key System and Enjoyment of the Park

Card keys may only be obtained and used by residents of HPPOC. Residents may allow domestic help to use the card key in the same manner as a member of their household. The card may not be used by any person outside of the resident's household, except domestic help. Residents are responsible for the behavior of their guests, domestic help and household while in the Park.

**Warning of Risk:** By entering the Park you are doing so at your own risk (and the risk of your dog, as applicable). You are solely responsible for determining whether this is an appropriate activity. Risks associated with all parks used for human and dog activities include:

- The inexperience, negligence, or irresponsibility of a dog owner/handler
- The inability to predict a dog's reaction to movement, sounds, stress, or insect bites
- Natural reactions by dogs such as jumping, pulling, resisting, and biting
- Environmental and traffic conditions
- Acts of God
- Slips and falls
- Premises defects
- Injury caused by use of the Park by others, including the risk of being hit by errand balls, or tripping over toys or sports equipment.
- The propensity of any dog to behave in dangerous ways that may result in injury. Should you attempt to break up a dog fight or restrain a dog, including but not limited to your dog, you may be severely mauled and/or attacked by your dog or other dogs
- All other circumstances inherent to dogs and/or outdoor activities

In consideration for permission to use the Park, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages, or loss which you or your dog might sustain as a result entering the Park. Acceptance of this release and adherence to The Huntington Park Rules are conditions of use and the right to use the Park may be revoked or suspended for infractions.

**Waiver and Release** By entering the Park, I agree to indemnify, defend, hold harmless Huntington Palisades Property Owners Corporation, Ltd. ("HPPOC") and its management company, as well as their officers, agents, employees, volunteers from any/all lawsuits, damages, claims, judgments, losses, liability, or expenses arising out of:

Any personal injuries, property damage, or death (including any and all injuries suffered by any dogs) which I may sustain while I am using the Park or any associated equipment owned by, donated by, or under the control of HPPOC, or which I or my animal cause while I am using this Park or any equipment owned by donated by, or under the control of HPPOC, or while participating in any activity in the Park sponsored by HPPOC.

HUNTINGTON PALISADES PROPERTY OWNERS CORPORATION, INC.

Any injury or death which results or increases by any action taken to medically treat me for any injury I may sustain or which I or my animal may cause while I am using the Park or any equipment owned by, donated by or under the control of HPPOC, or while participating in any activity sponsored by HPPOC.

I understand and agree with the following:

1. Use of the Park is self-directed and used with the understanding of “use at my own risk”.
2. Being physically present at the Park involves risks of injury to me, any individual accompanying me, other people, my dog(s) and other dog(s), including but not limited to, risks resulting from aggressive dogs, unpredictable behavior, and lack of training.
3. HPPOC does not guarantee that dogs in the Park are safe or that dogs or humans in the Park are healthy and that despite the efforts of HPPOC to ensure owners have complied with HPPOC dog registration procedures, there is a risk that not all dogs present in the Park are licensed and vaccinated as required by law.
4. Additional risks include, but are not limited to, dog fights, dog bites, theft, escape by unattended children or dogs, being knocked down, chased or tripped, and vegetation or standing water that may be unhealthy if consumed.
5. I assume all risks associated with using the Park, including the risk of injury to me, any individual accompanying me and my dog(s).

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless HPPOC from any and all claims, demands, or causes of actions, which are in any way connected with my participation in this activity or my use of HPPOC’s equipment or facilities, including such Claims which allege negligent acts or omissions of HPPOC.

Print Name: \_\_\_\_\_

HPPOC Home Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

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If registering a dog, please provide the following information, including a recent photograph of the dog, and pay an annual fee of \$50 per dog for the maintenance and upkeep of the exercise area.

Dog's Name: \_\_\_\_\_ Colors: \_\_\_\_\_

Breed: \_\_\_\_\_ Approximate Age: \_\_\_\_\_

Certifications: I certify my dog described above is not a prohibited breed under the rules and has no history of fighting or biting.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_