

**THE GRANDE SOUTH
RULES AND REGULATIONS
Effective February, 2010**

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These rules have been established to serve as comfortable guidelines for enjoying The Grande South without infringing on the rights and common benefits of all owners. In maintaining the quality of the community, observing and enforcing these rules and regulations are the responsibility of each owner, resident, tenant and guest. The rules and regulations are approved by the Board of Directors as required by the Covenants, Conditions, and Restrictions

(CC&Rs). All owners have been given copies of the Bylaws and the CC&Rs of The Grande South Owners Association. Owners are urged to read these documents carefully since they set forth, in complete and detailed form, the rights, duties and obligations of each owner.

Although these Rules and Regulations support the CC&Rs, they do not cover the entire document. Please read these rules carefully and be sure your family, guests and tenants understand the rules fully. If there are any questions, or if you do not have copies of the Association's documents, please contact the General Manager

Section 1. Garage and Parking

- a) Please maintain safe and proper speeds while driving in the garage areas. There may be blind spots present. It is recommended that you use your headlights while driving in the garage area.
- b) All vehicles must be in operable condition when parked in a garage space. Examples of an inoperable vehicle include but are not limited to: extensive sheet metal damage resulting from an accident, missing or broken safety equipment including headlights and windshields, and flat tires. Also, a car will be considered inoperable if it is not properly registered with the Department of Motor Vehicles.
- c) No motor vehicle shall be left in a condition that could constitute a fire hazard. Automobile servicing or repairs, such as washing, detailing, oil changes, engine repairs or overhauls, draining or flushing of radiators, liquids, or any other fluids of a vehicle are specifically prohibited on The Grande South community property.
- d) Owners and residents are responsible for the maintenance of their assigned parking space. Vehicles with significant oil or other fluid leaks are prohibited from being parked in the garage area. If maintenance or cleanup is required to an owner's space due to excessive fluid leaks, the owner will be charged for the cost of these services.
- e) Parking spaces that are the exclusive use of an owner/resident of a unit may be leased to other residents subject to termination of the lease upon conveyance of either condominium. Rental of a parking space shall not give to the lessee the right to vote or any other rights of membership in the association. Leasing of parking spaces to nonresidents is prohibited.
- f) Your vehicle must fit in your space and not affect your neighbor's space. Oversized vehicles such as limousines and extra large trucks may not fit in your space; therefore, they may not be parked in an owner's assigned space.
- g) Guests, contractors and invitees may be admitted to park in an unoccupied parking space owned or leased by their host. No other guest parking is available. All rules shall apply to guests.
- h) The Board of Directors may change Guest parking guidelines at any time.
- i) Boats, jet skis, trailers, campers, or other such equipment may not be parked in the garage. Commercial vehicles are also prohibited.

- j) Car alarms that repeatedly go off or alarms that don't automatically shut off after an allotted interval will be prohibited from the garage area.

Section 2. Common Areas

- a) Each owner is liable to the association for any damage to the common area landscaping, equipment, or improvements that is sustained by the negligence or misconduct of the owner, the owner's family, pets, tenants or guests.
- b) Residents will not drill, nail, or otherwise penetrate common area walls for any purpose.
- c) Residents may not place furniture, signs, potted plants, doormats, or other such items outside their front door.
- d) No solicitations are allowed on the property. This includes the distribution of flyers, advertisements, pamphlets, door to door sales, or other such methods. Please report this type of violation to the General Manager immediately.
- e) Skateboard, roller-skating, or other such devices are not allowed on walkways, or any other common areas.
- f) The roof area, related mechanical rooms and their internal stairwells are off limits except in an emergency situation and such use as required.
- g) Smoking is not allowed in any interior common area including building corridors, parking garage, elevator lobbies and elevators.
- h) The General Manager will handle lost and found items. Please turn in articles found to the concierge desk.
- i) Never prop open a common area door or perimeter gate. This defeats the safety systems in place within the building.
- j) Parents and guardians are responsible for the conduct of their children. Children must not be allowed in the elevators, recreation areas, lobbies, parking garage or other common areas unless accompanied by an adult.
- k) Unnecessary noises or boisterous conduct is not permitted. This includes, but is not limited to, televisions, radios and/or other sound emitting devices. Common courtesy shall be observed at all times. Consideration of your neighbors will enhance the enjoyment and tranquility of all.
- l) Owners will be responsible for any and all action of their guests, lessees' contractors, employees and anyone on the premises by their instruction, invitation or permission.
- m) No signs, symbols, door knockers or similar features and equipment shall be hung, installed, or attached to the door or entry area to the residential unit, which can be seen from the common area corridor and hallway.
- n) Dusting, brushing, or cleaning personal belongings in any common area is not allowed.
- o) Residents and their guests may not borrow or remove any equipment or property belonging to the Association.

- p) Proper attire must be worn whenever entering the common areas or Association property. Shoes and shirts are required to be worn at all times while in the common areas (except within the pool and spa areas). Anyone going to and from the fitness room and pool/spa must wear a cover-up. Precautions should be taken to prevent water from dripping onto the interior surfaces and elevator flooring.
- q) The lobbies and lounge areas may not be used for napping or sleeping.
- r) No odors shall be emitted in common area, nor in such quantity as to be readily detectable outside the physical boundaries of your unit.
- s) Should an emergency situation occur, the building personnel and all other types of emergency personnel shall have authorization to enter your residence using forcible entry, if necessary. In the event that this emergency entry is not the direct result of a resident maintenance item or action, the Association will be responsible for damages caused by the Association to your unit.
- t) No exterior clothesline shall be erected or maintained or hung on balconies or railings within the Project and there shall be no exterior drying or laundering or clothes or any other items on any Exclusive Use Common Areas or Association property.
- u) No patio, deck, terrace, balcony, parking space, or other Exclusive Use Common Area shall be used for storage purposes, including, without limitation to, the storage of bicycles, sport or exercise equipment.

Section 3. Balconies, Decks and Patios

- a) Only conventional patio furniture and potted plants may be placed on balconies decks and balconies. A drip pan must be placed under all potted plants on decks patios and balconies. Balconies decks and patios will not be used for storage of bicycles, household items, storage bins or shelves, animal shelters, litter boxes, etc.
- b) Only floor stands will be used to set satellite dishes on balcony decks and patios. Dishes may not be permanently attached to the roof, walls, balcony railing or patio railings. Under no circumstances may a satellite dish extend beyond the exclusive use area.
- c) Conventional propane gas grills may be used on balconies, decks and patios. Charcoal grills are not allowed.
- d) Balconies, decks and patios cannot be hosed off or washed in such a manor to allow water to drain from these areas. Care must be taken to make sure that watering of plants does not cause runoff from the balconies decks or patios.
- e) Window tinting must be approved by the Architectural Committee.
- f) Sunshades, awnings or screens may not be used on the residence exterior windows or over any balconies decks or patios. Rugs, towels, mops, or clothing shall not be draped over any railing or wall. No permanent rug or carpeting is allowed to be placed on, or attached to these areas.
- g) Any addition, modification or alteration of patio, balcony or deck surfaces require pre-approval by the Architectural Committee.

Section 4. Holiday Decorations

- a) The acceptable time frame for winter holiday decorations is from the day after Thanksgiving until January 10th. All other decorations may be displayed no more than 15 days prior to the day of the holiday, and must be removed within 7 days after the holiday. Residents who do not comply will be sent a violation notice.
- b) All holiday lighting must have a UL or comparable rating. Outdoor light must be designed for outdoor use. No Resident may place holiday decorations on plants in the Common Area or Association Property. Please insure that holiday lights do not disturb other Residents.
- c) Do not dispose of Christmas trees in trash chutes. Special tree recycling instructions will be communicated during the holiday season.
- d) Only fire retardant Christmas trees are permitted as requested by the Fire Department.

Section 5. Rental of Residential Condominiums

- a) An Owner shall be entitled to rent the Owner's entire Condominium (but not a portion thereof) subject to the following guidelines:
 - i. All Owners or their agents, who rent their Condominiums must complete & return the required Rental Requirement Package to building management at the time of making an elevator reservation.ⁱ
 - ii. All Owners who rent their Condominiums shall submit names and contact numbers for their tenants to the management company for the Project.
 - iii. Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Project Documents and shall provide that any failure to comply with any provisions of the Declaration or the Project Documents shall be a default under the terms of the lease agreement. Subletting is prohibited. Copies of all leases and rental agreements shall be provided to the Association prior to occupancyⁱⁱ.
 - iv. A copy of the Governing Documents and Project Handbook shall be provided to each tenant by the unit owner.
 - v. The Owner shall, at all times, be responsible for their tenant's compliance with all of the provisions of the governing documents pursuant to the occupancy and use of the Condominium.
 - vi. A tenant shall have no obligation to the Association to pay assessments imposed by the Association nor shall any lessee have any voting rights in the Association.
 - vii. The initial minimum length of rental agreements will be six months.ⁱⁱⁱ

Section 6. Disturbances / Nuisances

- a) Residents are responsible at all times for the reasonable conduct of themselves, their occupants and guests. Loud or boisterous conduct anywhere on The Grande South property, including your residence that disturbs the comfort and quiet enjoyment of others is prohibited.
- b) In the event a neighbor or guest is causing a disturbance, the person being inconvenienced should contact the Concierge, General Manager, or Attendant at the time of the disturbance.
- c) No person shall discharge in to the Project's sewer system, storm drain or other Association property any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety or welfare, violate any law, subject any Owner to liability under state and federal law for any cleanup, or cause injury or damage to neighboring property or to the Project.
- d) No air pollutants or contaminants sufficient to create a nuisance shall be discharged.
- e) The volume of radio, stereo sets, television, musical instruments, etc. shall be held at a reasonable level at all times so other residents are not disturbed. After 10:00 PM volume must be significantly reduced so as not to disturb other residents.
- f) Speakers and floor supported musical instruments (i.e., pianos and organs) must be properly isolated from direct contact to floors and walls in order to minimize vibrations and noise infiltration.

Section 7. Pets

- a) The Board can prohibit the keeping of any animal, which constitutes, in the reasonable opinion of the Board, a nuisance to any other owners.
- b) Any litter deposited by pets on walkways or other common areas must be removed immediately by the owner of the animal.
- c) Residents are responsible and liable for any personal injury or property damage caused by their pets.
- d) No household may keep more than an aggregate of two (2) dogs and cats.
- e) All pets must be kept inside the unit when unattended and may not be left on balconies, patios or decks without the direct supervision of the owner. A leash held by an individual capable of controlling the animal must be used when walking your pet in the common areas including lobbies, hallways, garage and elevators. Pets are not permitted in The Grande central courtyard at any time, and pets are not permitted to defecate or urinate in common areas of the facility. The Grande South residents are encouraged not to allow their pets to defecate or urinate in exterior areas surrounding the building.
- f) No animals of any kind shall be raised or bred in any unit or kept for any commercial purpose. Livestock, poultry or farm animals are strictly prohibited.

- g) Residents who are disturbed by an animal are urged to first contact the Association onsite personnel and if unsuccessful, to contact Animal Control Department.
- h) No Owner or resident shall maintain any aquarium or other container holding more than 30 gallons of water.

Section 8. Trash Regulations

- a) Cooking scraps and wet garbage (except bones and fibrous vegetables) should be disposed of by using the disposal in the kitchen sink. All other disposable items are to be securely wrapped and contained in sturdy and manageable plastic bags and placed in the trash chute located on each residential hallway.
- b) Trash, garbage or other waste shall be kept only in sanitary containers. No owner shall permit or cause any trash or refuse to be kept on any portion of the community properties or exclusive use common areas other than in the receptacles customarily used for it and located only in places specifically designated for such purposes.
- c) Please notify the Association office for any oversized articles requiring removal. Large discarded items such as old furniture and appliances are the sole responsibility of the homeowner to remove from the premises and dispose of properly. Do not attempt to deposit boxes or any other oversized item into the trash chute. If an item does not easily fall through the trash chute door and into the chute, do not push or otherwise force it in.
- d) Members are responsible for picking up their trash if it is spilled, blown or otherwise deposited onto a common area, and disposing of it in a proper container or receptacle.
- e) No trash or debris is to be left in any area that is visible to others from units, walkways, decks, patios, balconies, common areas, etc.

Section 9. Unit Sales

- a) Owners of residential units must notify building management that the residence has been listed for sale or lease. In such case, the Owner shall complete the Listing Broker/Agent Entry Authorization Form identifying listing broker/agent. The Owner is to instruct broker/agent of these rules and guidelines.
- b) Units shall be shown by appointment only with access provided to the showing broker/agent by the Listing broker/agent or Owner.
- c) Broker/agent is not to loiter in the lobbies or wander through The Grand South common areas. Broker/agent's sole purpose shall be to show a specific property at The Grande South with reasonable access to common areas.
- d) No open house signs, flags, banners, etc. shall be displayed on any residential condominium unit and/or common areas of The Grande South.
- e) Broker caravans must be arranged at least twenty-four (24) hours in advance through the General Manager. The Listing Agent must

provide an agent in the lobby to greet and direct the caravan to the unit, and an agent inside the unit. There shall be no open houses.

- f) An area is provided in the Service Corridor for lockboxes. Lockboxes may not be placed on doorknobs or attached to any common area component other than in the Service Corridor.

Section 10. Elevator Use

- a) Do not allow children to play with the elevator controls. The elevators have been electronically programmed to provide the most efficient service under normal conditions. Holding open elevator doors and pressing buttons unnecessarily creates inefficiencies that slow service.
- b) If the elevator stops unexpectedly, remain calm and use the phone provided in the elevator to notify building management. Emergency personnel will respond as soon as possible.

Section 11. Lounge

- a) The Lounge is available Sunday through Thursday from 8AM. to 10PM, Friday through Saturday from 8AM to Midnight. The Lounge may be reserved by any resident through the Management Office located in the Lobby. A \$100 Exclusive Use Fee and a \$250 refundable damage/cleaning deposit is required at the time of reservation. The deposit will be returned to the resident within 10 business days following the reservation provided the Lounge is clean and in the same condition as when reserved, and that no misuse of the facility has occurred. If the resident fails to clean the lounge after use and staff must perform this function, the resident's unit will be charged for that service. If the cost of cleaning the Lounge exceeds the deposit of \$250, the resident will be billed on their next monthly statement.^{iv}
- b) If the reserving resident is a "no show" for the time and date of the reservation, the Exclusive Use Fee will be forfeited.^v
- c) The lounge is for the exclusive use of all residents, tenants, and their guests. Proper identification must be presented to front desk or management personnel upon request.
- d) Personal furniture, other than that provided by the association, shall not be used in the lounge. Association provided furniture, accessories, games and equipment shall not be removed from the lounge.
- e) Persons who use the lounge are responsible for the removal of all articles brought by them, including cleaning supplies, towels, books, magazines, food, as well as related trash and debris.
- f) All persons using any Association common areas, including but not limited to the lounge, do so at their own risk.
- g) The Association may post additional rules from time to time.
- h) If a resident wants to reserve the lounge for exclusive use, reservations must be made at least 72 hours in advance and are subject to availability. For more than 25 guests, additional

- attendants will be required. The Board also reserves the right require additional attendants for parties with less than 25 guests.
- i) The facilities may not be used for commercial purposes other than those endorsed by The Grande South Owners Association in which all members may participate. Using the lounge for commercial purposes must be pre-approved by the Board.
 - j) No charges to guests for admission, food, beverage or entertainment on the premises are permitted by owners. The Grande South Owners Association sponsored events may charge admission or use fee to recoup expenses.
 - k) In accordance with California state law, no one under the age of 21 shall be served an alcoholic beverage while on the premises. If alcoholic beverages are served at a function held in the facilities, no minors are to be present without parental permission.
 - l) The association cannot be held liable for any theft of or damage to personal articles.
 - m) The Lounge may not be reserved by any individual resident for more than one week in advance of a special event or holiday (such as Super Bowl, etc.). If there is no HOA Social Committee function planned in the Lounge on these occasions, residents may make reservations one (1) week before the special event or holiday.

Section 12. Office Center and Second Floor Meeting Room

- a) The office center and meeting room, located on the second floor, is for the exclusive use of all residents, tenants, and their guests. Proper identification must be presented to the front desk or management personnel upon request.
- b) Residents may reserve the meeting room for their personal use through the front desk. Residents must register at the front desk before using the office center. If the meeting room door is locked, the front desk will open it for the registered resident.
- c) If faxing or making copies, the resident will need to provide the fax phone number and the number of pages being sent on the registration form at the front desk.
- d) The office center is not to be used for home office or commercial purposes.
- e) Residents should provide their own paper and office supplies when using the office center. Persons who use the office center are responsible for the removal of all articles brought by them, including paper and other office supplies, as well as related trash and debris.
- f) All persons using any Association common areas, including but not limited to the office center and meeting room, do so at their own risk. The Association may post additional rules from time to time.
- g) If cleaning is required after use of the office center or meeting room, the resident's unit will be charged for that service.
- h) The facilities may not be used for commercial purposes other than those endorsed by The Grande South Owners Association in which all members may participate.

- i) The association cannot be held liable for any theft of or damage to personal articles.

Section 13. Swimming Pool and Spa Area

- a) Pool and Spa hours:
 - i. Sunday through Thursday, 6:00 AM to 10:00 PM
 - ii. Friday and Saturday, 6:00 AM to Midnight;
- b) There is no lifeguard on duty. Persons using the pool and/or spa do so at their own risk. Neither the Association, its Board, nor its Management is responsible for injuries or accidents.^{vi}
- c) Children under age 14 must be accompanied by a parent or responsible person at least 16 years of age in swimming attire. Children under seven years old or less than four feet tall must be accompanied by a parent or responsible person, in a swim suit, at all times including in the water, on the deck and in the restroom. While in the water, the parent or responsible person must remain within arms reach of the child.^{vii}
- d) The use of the pool is expressly limited to residential owners, tenants and their invited accompanied^{viii} guests. Each unit is limited to a total of four (4) guests, at any given time. At no time shall any group monopolize the facilities.
- e) The following activities are prohibited: running, pushing, horseplay, throwing balls, floating objects, loud noise, music (unless used with personal headphones); glassware, misuse of pool furniture and equipment; wheeled vehicles, immoral, lewd, or indecent conduct, animals (except service), nudity. Persons with skin disorders, colds, coughs or common communicable diseases are also prohibited from using pool or spa.
- f) Persons who are incontinent and children who are not toilet-trained must wear a swim-diaper or special swim-trunks, for containment purposes. Cloth or disposable diapers are not acceptable.^{ix}
- g) A resident shall be verbally warned for the first offense; upon a second offense, the resident or the resident's guest will be asked to leave the pool area and a notice of violation will be sent to the Board of directors.^x

Section 14. Fitness Center

- a) Fitness center hours: Daily, 5:00 AM – 11:00 PM
- b) The Fitness Center is for the exclusive use of all residential owners, tenants, and their guests.
- c) Residents must be at least 18 to use the Fitness Center without an adult or legal guardian. It is recommended that children not use the Fitness Center, including the weight room.
- d) All guests must be accompanied by a resident.
- e) All equipment must be wiped down after use. Please bring your own towel.

- f) All equipment is to be used as intended. Please do not abuse the equipment or cause weights to strike against each other excessively.
- g) There is a thirty (30) minute maximum on machines when other resident are waiting to use them.
- h) Proper fitness attire is required at all times. Shoes and shirt are mandatory.
- i) Pets are not permitted in the fitness center at any time.
- j) Portable radios are permitted only when used with headphones.
- k) Residents shall not store or place any personal equipment in the Fitness Center. Lockers are for the convenience of everyone. No overnight storage is allowed.
- l) No glass containers or food items are allowed in the Fitness Center.
- m) Use of cellular phones is not permitted at any time.
- n) The Fitness Center cannot be used for commercial business purposes. No resident may use the Fitness Center to conduct a personal training business. Personal trainers may provide professional services to residents, whether paid or free, under the following conditions:
 - i. The recipients of professional training service guidance MUST be residents of the Grande South. Guests may not receive fitness training while using the equipment or facilities of the fitness center.
 - ii. Personal trainers working in the Grande South Fitness Center must register at the front desk upon entering the complex.
- o) All persons using the Fitness Center do so at their own risk.

Section 15. Contractor / Subcontractor Guidelines

- a) Any damage caused by Contractor/Subcontractors to common areas or adjacent units is the unit owner's responsibility. Any damage must be reported immediately to the Association office along with a schedule of repairs. If the damage is not repaired in a timely manner the Association will make the repairs and charge the owner. The owner will be held liable for the actions of his/her contractors and/or workmen.
- b) All common area floors are to be protected with carpet runners or similar protection from the elevator to the unit. The protective coverings must be removed and the floor cleaned by 5:00 PM each day. If this is not done, the owner is subject to a \$100.00 fine per violation, plus the cost of cleaning.
- c) All trash and debris must be removed from the building daily. The trash chutes on each floor may not be used for disposal of debris. There will be a \$100.00 fine per violation. There is a possibility that you can make arrangements for an extra trash bin. Please contact the Concierge desk for further details.

- d) Working hours are limited to Monday through Friday, 8:00 AM to 5:00 PM. There will be a \$100.00 fine if work continues past 5:00 p.m. No work is allowed on Saturday or Sunday or on the following holidays: Christmas Day, New Year's Day, Labor Day, Memorial Day, Thanksgiving, 4th of July, Passover, Rosh Hashanah, Yom Kippur, Easter or Chanukah.
- e) There is no Contractor or guest parking is available in the building. A contractor may park in an unused space owned or leased by the unit occupant if authorized by that occupant and shall be subject to all rules, regulations and restrictions applicable to such use. As stated in this document, or any of the Governing Documents, actions of all guests and invitees are the responsibility of the Unit Owner.
- f) Owners agree to hold the Association harmless against liability for; (a) injury to, death of, or damage to property of persons to the extent caused by the owner, general contractor, designer or any of there agents or employees, and (b) mechanics liens on the common area arising out of or resulting from any work.
- g) Workers are not allowed to bring their pets on site and will be denied entry if they have their pet with them. Workers are also prohibited from creating nuisance noise unrelated to the construction work. Workers are also prohibited from eating meals or taking breaks on the grounds in the common areas. (\$100.00 per violation).
- h) The owner may select any general contractor he chooses or act as the general contractor himself and hire subcontractors. All contractors must be licensed in the State of California and must have Workman's Compensation Insurance, General Liability and Property Damage Insurance, Certificates of Insurance. Certificates of Insurance must be presented to the office and no work will be allowed until the certificates are submitted. The Association needs to be named as an additional insured on these Certificates of Insurance. i) The Association has the right to stop any work that is in violation of these regulations, creating a fire or safety hazard or interfering with activities in common areas.
- i) Contractors must use their own equipment. No equipment or tools, which are the property of The Grande South at Santa Fe Place, are to be used at any time.
- j) The front door of the unit must be kept closed during construction in order to contain dust, dirt, noise, paint fumes, etc. Failure to keep the door closed will result in a \$100.00 fine per occurrence. Arrangement with the Association office needs to be made in order to cover and protect smoke detectors located in the common area corridors adjacent to the unit on a daily basis and must be uncovered each night.
- k) All contractors must wear shoes, shirt and pants or shorts on the property at all times.

- l) All contractors must check-in with the Concierge Attendant upon arriving and leaving.
- m) There is no availability for exclusive use of the elevator.
- n) No contractor may use the power from the hallways or any other common area.

Section 16. Guest Suite Rules

- a) The Guest Suite is a unique feature of The Grande South which was originally established to attract buyers, and it continues to enhance resale property values. As such it is a direct benefit to all Grande property owners. It also provides an economical and convenient accommodation for guests and visitors to the residents of The Grande. To ensure an equal opportunity for all Grand residents to enjoy this amenity, there must be orderly and equitable procedures for reserving the Guest Suite.
- b) Rental Fee: ~~\$125.00^{xi}~~ \$100.00^{xii} per night, charged to the HOA account for the unit unless other arrangements are made for payment by agreement with management. Tenants and landlords must work out billing arrangements among themselves.
- c) Usage Limits: No resident may reserve the Guest Suite in advance for more than five (5) nights per calendar year. If unreserved 14 days in advance, any appropriate person can reserve the Guest Suite at the prevailing rate regardless of the number of rentals used.^{xiii} The calendar year is January 1 through December 31.
- d) Reservation Lead Time: Reservations may be made up to 3 months in advance, and must be made during normal management office hours (08:00 – 17:00 Monday through Friday, except holidays).
- e) Eligibility: Any resident of The Grande may reserve and use the Guest Suite provided that the HOA account for their unit is current and in good standing (no dues, fees, or penalties outstanding). Offsite owners may not use the Guest Suite except as the “guest” of their tenant, which will count toward the resident/tenant’s allowed days.
- f) Cancellations: Cancellations made at least two (2) weeks (14 calendar days) prior to the first day of a reservation will be accepted without penalty or charges of any kind. Management will post the cancellation information on the bulletin board and make reasonable efforts to alert other residents to the Guest Suite’s availability for the canceled period.
- g) Cancellations made with less than two (2) weeks but more than 24 hour notice will be accepted without monetary penalty, but the reserved days will be charged against the 5-day allowance of the resident canceling on short notice. Further, the resident will be credited with a “short notice” cancellation. Two “short notice” cancellations in a year, regardless of the number of days

reserved, will make that resident ineligible for future reservations for the remainder of that calendar year. In this event, the Guest Suite will become available on a "last minute" basis. Other eligible residents requesting use of the Guest Suite for the canceled period may make replacement reservations and will not have these days counted against their yearly allotment.

- h) Cancellations made with less than 24 hours notice will be treated as though the resident actually used the Guest Suite as originally reserved, including monetary charges for the reserved nights and corresponding reduction of allotted days for that resident.
- i) Holiday Reservations: Eligible residents may reserve the Guest Suite for only one holiday period, or part thereof, per year. Holiday periods are defined as the actual holidays and the adjacent weekends as specified in the Holiday List (see below).
- j) Damage / Theft: Management will conduct an inventory of Guest Suite items and determine the condition of the unit prior to guest check in and just after check out. Any missing or damaged items, beyond normal wear and tear, will be noted and the renting resident will be responsible of the cost to repair or replace missing items. Management will bill the renting resident.
- k) Cleaning: The Guest Suite will receive a normal cleaning and change of towels/linens after every rental. No cleanings will be available during the rental period.
- l) Check In / Check Out:
 - i. Check in is after 4 p.m.
 - ii. Check out is 10 a.m.
- m) Use of Common Areas: The use of the common area facilities and amenities shall be subject to rules stated in the governing documents for residents and their guests.
- n) Smoking: Smoking is not allowed in the Guest Suite. The Guest Suite is a "No Smoking" unit.
- o) Sale of Units: Any reservations in place at the time of close of escrow for a unit will be canceled without penalty. The new owner will be entitled to the full 5-day allowance for future reservations regardless of whether the previous owner used their 5-day allowance.
- p) Holiday Schedule: Holidays are those recognized by the U. S. Postal Service:
 - i. Martin Luther King Jr. Birthday
 - ii. Washington's Birthday (President's Day)
 - iii. Memorial Day
 - iv. Independence Day
 - v. Labor Day
 - vi. Columbus Day
 - vii. Veteran's Day
 - viii. Thanksgiving Day

- ix. Christmas
- x. New Year's Day

Section 17. Change of Occupancy Fee Rule^{xiv}

The Change of Occupancy Fee will apply to all new changes of occupancy regardless of whether reserved elevator use or other special services are required. The Change of Occupancy Fee will be charged and due as follows: In the case of change of ownership, at close of escrow, or In the case of rental or lease, upon receipt of the Rental Agreement for that unit prior to move-in. The Change of Occupancy Fee does not relieve the owner of responsibility for any damage to any common area property, including elevators, walls, floors, carpets, entry doors, gates, etc., resulting from move-in, deliveries, move-out or other activities related to the change of occupancy, including redecorating, appliance service calls, etc. The Change of Occupancy Fee shall be \$500.

Section 18. Rule Enforcement Policy

The following procedure will apply to all violations and infractions of the Governing Documents. Residents may report violations to the Management Company or Board of Directors by submitting a written notice via web site, e-mail or form available at Front Desk^{xv} describing the violations. The Board of Directors, Management Company, or committee appointed by the Board may also note any violation discovered during a walk-through or by personal knowledge of any of its members or representatives. At the time a violation is noted or reported, action will be taken as follows:

1. A first notice which may include a fine^{xvi} to correct the violation will be sent by Management. The first notice will contain a description of the violation, and instructions regarding response to the notice and correction of the violation.
2. If the violation continues, or if the response is otherwise unsatisfactory after the first notice, the owner will receive a notice of hearing approximately fifteen (15) days in advance of the hearing date to appear before the Board of Directors or an appointed committee either by appearing personally or by submitting written testimony. The hearing notice shall be delivered to the Owner by first class or registered mail to the last address of the Owner shown on the Association's records. The unit Owner shall request (personal appearance), once notified, (personal appearance) at the hearing by written reply confirming the date and time, at least 72 hours prior to the hearing.
^{xvii}The Board or Committee shall give fair consideration to the Owner's oral or written testimony in determining whether to impose a monetary fine or any other penalty/sanctions afforded through the CC&Rs. All penalties and/or sanctions will be imposed following a ten (10) day advance notice of any discipline taken.
3. If the violation continues, or if the response is otherwise unsatisfactory, even after the imposition of a monetary penalty, the Board or its appointed committee may impose additional or continuing fines, as frequently as daily, until such time as the matter is satisfactorily resolved.
4. If the violation continues, the Board may offer Informal Mediation prior to referring the matter to the Association's legal counsel. If a lawsuit is filed, the homeowner may be liable for the Association's legal costs and fees.

Schedule of Fines:^{xviii}

Hazardous Activities (Risk of harm to person or property) ¹	<u>\$500 - \$5,000</u>
Use Restrictions	<u>\$100 - \$500</u>

Vehicle and Parking Restrictions ²	<u>\$50 + \$100 for repeats</u>
Unauthorized Improvements to Property ³	<u>\$150 - \$10,000</u>

Notes:

#1 – An initial assessment of \$500 will be included in the notification, subject to Board Review

#2 – A repeat violation will be \$100

#3 – Plus the cost of restoring the property to original condition.

Fines will be in addition to an assessment levied to reimburse the Association for expenses and costs. Fines for continuing or repeated violations may be increased in minimum \$25.00 increments and up to a maximum of \$100.00, daily, weekly or monthly, at the discretion of the Board. Four (4) or more violations assessed to a single lot/unit in any six (6) month period may result in an additional fine of up to \$1,000.00 at the discretion of the Board of Directors.

Procedure for Homeowner Hearings:

If you have been invited to attend a hearing for an alleged violation of the Association's Governing Documents, the following procedure will be followed:

1. Check in at Front Desk so your presence may be announced.^{xix}
2. You will be introduced to the Board of Directors and other Association representatives.
3. The acting chairperson will summarize the reason for your invitation to the hearing.
4. You may present written or oral evidence to state your position.
5. The requirements of the Association's Governing Documents will be reviewed for clarification of issues.
6. The Board may ask you questions.
7. You may ask the Board questions and make a final statement.
8. Your participation in the foregoing is appreciated by the Board. The Board will deliberate and vote in closed session.
9. You will be notified of the Board's decision, in writing, within ten (10) business days.

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Notes: Rule Ratification - Historical

- ⁱ At the December 16, 2009 Board Meeting, the requirement to complete a Rental Requirement Package, was ratified, to be effective February 1, 2010.
- ⁱⁱ At the October 20, 2008 Board Meeting, the Rental of Condominiums Rule was ratified to include "prior to occupancy" effective December 1, 2008.
- ⁱⁱⁱ At the October 20, 2008 Board Meeting, the Rental of Condominiums Rule was ratified to include "The initial minimum length of rental agreements will be six months", effective December 1, 2008.
- ^{iv} At the December 16, 2009 Board Meeting, the requirement of a use fee, was ratified, to be effective February 1, 2010.
- ^v At the December 16, 2009 Board Meeting the verbiage to forfeit the use fee, was ratified, to be effective February 1, 2010.
- ^{vi} At the December 16, 2009 Board Meeting the No Lifeguard phrasing, was ratified, to be effective February 1, 2020.
- ^{vii} At the December 16, 2009 Board Meeting the age changed and additional safety language added, was ratified, to be effective February 1, 2010.
- ^{viii} At the December 16, 2009 Board Meeting the accompanied guests, was ratified, effective February 1, 2010.
- ^{ix} At the December 16, 2009 Board Meeting a broader requirement for diapers and containment swim wear, was ratified, to be effective February 1, 2010.
- ^x At the December 16, 2009 Board Meeting, verbiage regarding how to handle offenses, was ratified, to be effective February 1, 2010.
- ^{xi} At the January 16, 2008 Board Meeting, the Guest Suite rental rate was ratified and changed to \$125 per night effective for reservations and use beginning March 1, 2008.
- ^{xii} At the December 16, 2009 Board Meeting, the Guest Suite rental rate changed to \$100, effective for reservations with occupancy beginning February 1, 2010.
- ^{xiii} At the December 16, 2009 Board Meeting, more liberal use of the Guest Suite, was ratified, to be effective February 1, 2010.
- ^{xiv} At the February 21, 2008 Board Meeting, the Change of Occupancy Fee Rule of \$500 was ratified as a new rule effective April 1, 2008.
- ^{xv} At the December 16, 2009 Board Meeting, verbiage about web-site for forms, was ratified, to be effective February 1, 2010.
- ^{xvi} At the December 16, 2009 Board Meeting, a fine, was ratified, effective February 1, 2010.
- ^{xvii} At the December 16, 2009 Board Meeting RSVP language for a Show Cause, was ratified, effective February 1, 2010.
- ^{xviii} At the December 16, 2009 Board Meeting, the fine schedule was increased, effective February 1, 2010.
- ^{xix} At the December 16, 2009 Board Meeting, Show Cause protocol change, was ratified, effective February 1, 2010.