



THE GRANDE SOUTH AT SANTA FE PLACE HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

This document sets out certain Association rules and regulations which address various topics mentioned herein. However, these do not constitute all of the Association's rules and regulations. In addition to these, the Association has separate rules and regulations addressing assessment collection policies, elections, architectural issues, and other matters. Complete copies of all of the Association's rules and regulations may be obtained on request from the Association's Management.

Effective as of July 01, 2023

The Rules and Regulations of The Grande South at Santa Fe Place Homeowners Association (the "Association") are approved by the Board of Directors of the Association (the "Board") as required by the Covenants, Conditions, and Restrictions ("CC&Rs").

These Rules and Regulations, being part of the Association's Governing Documents, are binding on all Owners, residents, and Invitees. Their purpose is to establish the basis for the maintenance of a safe, congenial, orderly, and attractive environment in which there is respect for the wellbeing of others and for the common property of the Association.

A Unit Owner is ultimately responsible for any consequences following upon Violations of these rules by the resident and the resident's family, Invitees, and animals.

The Board has instructed the Association's Management Company and their employees and security contractors to require compliance with the Association's operating rules. Reports of Violations should be reported to the Concierge at the front desk in the lobby.

Anyone having questions about the Association's operating rules or lacking copies of the relevant Association documents should contact the Concierge.

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DEFINITIONS

A. DEFINITIONS

Amenities: facilities and services available to residents, including pool, hot tub, barbecue grills, gym, sauna, steam room, office center, meeting room, Guest Unit, lounge, guest parking, participation at Association-sponsored or funded social events, bicycle storage, and the Concierge services of reserving facilities, receiving Invitees, food deliveries, laundry, and cabs.

Architectural Committee: the committee established to review proposed improvements to Units pursuant to the CC&Rs.

Association: The Grande South at Santa Fe Place Homeowners Association.

Association Holiday: a holiday recognized by the Association (which are those observed by the USPS, Government, and Management Company); specifically New Year's Day, Martin Luther King Jr. Birthday, Presidents Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve and Christmas Day.

Association Holiday Period: the period including an Association Holiday and any adjacent weekday and weekend.

Board: the Board of Directors of the Association.

Building: any of the physical structures of The Grande South residential development.

CC&Rs: the Declaration of Covenants, Conditions, and Restrictions of The Grande South.

Common Area: an area of the Building and grounds outside of the Unit boundaries accessible to residents.

Concierge: an employee of the Management Company staffing the front desk.

Condominium: a residential Unit plus an undivided interest in the Common Area.

Exclusive Use Common Area: a dedicated Balcony, Deck, Patio, Storage Unit, or Parking Space.

Fob: An electronic device which allows access to a secured area.

Good Standing: the status of an Owner who is current in the payment of all assessments and other monies due to the Association, and is not subject to any suspension of voting or other privileges as a result of any Association disciplinary proceeding.

Governing Documents: the CC&Rs, Articles of Incorporation, Bylaws, Rules and Regulations, Architectural Rules and Regulations, and any other documents which govern the operation of the Association.

HVAC: heating, ventilating, and air conditioning.

Invitee: any person whose presence on the property is approved by or is at the request of a particular Owner, including Tenants and the family, guests, employees, licensees, contractors, subcontractors, maids, vendors, tradespersons, repairmen, brokers, agents, and personal trainers of Owner or Tenant,

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and anyone on the premises by the Owner's explicit, implied, or derived instruction, invitation, or permission.

Management Company: the company hired by the Association to manage the Building, grounds, and Association affairs on behalf of the Association.

Management: the on-site manager or assistant manager, or any more senior manager, of the Management Company.

Nuisance: an unauthorized condition that is obnoxious or injurious to a resident or seriously interferes with his use or enjoyment of his property.

Owner: the owner of record of a Unit.

Smoking: release of vapor containing particulates generated by heating or combusting tobacco, cannabis, opium, or other substance potentially injurious to the smoker or another individual who might inhale the vapor. This includes but is not limited to vapor, smoke or odor from cigarettes, marijuana, cigars, pipes, second hand smoke, and from using electronic and other devices.

Staff: Management, Concierge, and maintenance employees of the Management Company and employees of housekeeping and security service provider companies hired by the Association.

Tenant: an occupant of a Unit by lease agreement with the Owner.

Townhouse: any one of the row of Units along Pacific Highway with entrances at ground level.

Unit: that physical element of a Condominium which is not part of the Common Area.

Violation: any act in conflict with the Association's Governing Documents.

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GENERAL RULES FOR USE OF ALL COMMON AREAS

B. GENERAL RULES FOR USE OF ALL COMMON AREAS

Common Areas are those areas of the Building and grounds outside of the Unit boundaries accessible to residents. They include such Exclusive Use Common Areas as Balconies, Decks, Patios, Storage Units, and Parking Spaces.

Section 1. Common Area Usage

Rules governing action and interaction within Common Areas are intended to promote a safe, congenial, orderly, and attractive environment for all residents. Persons using Common Areas do so at their own risk. Each Owner is liable to the Association for any damage to the Common Areas, facilities, equipment, or improvements that is sustained by the use or misconduct of the resident, the resident's Invitees or animals.

(i) Use restrictions for all Common Areas

- a) No unnecessary noises, loud conversations, or boisterous conduct.
- b) No skateboarding, roller-skating, or use of other such devices.
- c) No activity shall block a Common Area.
- d) No use of Common Area for storage purposes, other than in designated Storage Units.
- e) No furniture, signs, plants, doormats, or other such items placed outside a Unit's front door, except that plants and doormats are permitted at Townhouse front doors.
- f) No solicitations, written or personal, except for Association-sponsored communications.
- g) No penetration of Common Area walls, ceilings, floors, or the outside of the Unit door.
 - a. Doorbells or doorbell cameras, if used, must be wireless, and only mounted with double-sided tape on the either door jamb between 48" and 60" above the floor.
 - b. Door-cameras may alternatively be mounted from inside the Unit door using the existing peephole with no modification to the Common Area corridor side of the Unit door.
 - c. Under the door Door-stops are not to be used when propping open the Unit's corridor door, as this causes the bottom of the Common Area corridor side of the door to delaminate.
- h) No item that can be seen from the Common Area corridor and hallway to be hung, installed, or attached to the Unit door or entry, unless approved by the Architectural Committee.
- i) Precautions must be taken to prevent water from dripping onto the interior surfaces and elevator flooring when coming from the pool or spa.
- j) No bicycles, furniture, or large equipment may be brought through the lobby, instead, use the rear entrance.
- k) No borrowing or removing of any property belonging to the Association.
- l) No unauthorized parking of vehicles anywhere within the Common Area.
- m) Animals may only use the Common Areas of the building for egress and ingress.
- n) No indecent or obscene behavior in the common areas.

(ii) Fob access control

- a) Residents are entitled to use up to five security fobs per unit. Fobs, if damaged or lost may be purchased from the Concierge.
- b) Cloning of Fobs is strictly prohibited and monitored by security and management.

(iii) Use restrictions (not applicable to Balconies, Decks, and Patios)

- a) No Smoking.
- b) No electrical device of any type may be charged in a Common Area electrical outlet.
- c) No dusting, brushing, or cleaning of personal belongings.

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- d) Proper attire must be worn. Except within the pool and spa, sauna, and steam room areas, shoes and adequate covering are required.
- e) No unauthorized recording of meetings of the Association of any type in the Conference Room, Lounge or other designated meeting venue. (*Doing such is a violation of California Penal Code. The Legislature views recording of Open Sessions of the Board as a violation of free speech, as it can inhibit individuals from speaking freely.*) Recordings can occur if pre-authorized at the start of the meeting with the unanimous consent of all attendees, so everyone is forewarned. The person wishing to record should ask the meeting chair to poll the attendees for consent before meeting business commences. A copy of any recording will be made immediately available by the person doing the recording to any member requesting such within 30 days of the recording date.
- f) No postings to bulletin boards unless they contain a disclaimer that they are not an Association sponsored item, and pre-cleared with management to ensure they are not offensive.

(iv) Safety restrictions (not applicable to Balconies, Decks, and Patios)

- a) No Common Area door or gate is to be propped open.
- b) No transport of propane tanks or cylinders of capacity greater than 1 pound.
- c) Minor children must be accompanied by an adult.

(v) Special facilities

- a) Service carts may be used only within the Building and the footpath of the north driving circle for short periods, and may not be used to move furniture or other heavy items. Service carts are to be returned to their designated location.
- b) Found articles must be turned in to the Concierge. Items not claimed after 30 days will be donated or discarded.
- c) No access to the roof area, related mechanical rooms, and their internal stairs, except as authorized by Management or in emergencies.

Section 2. Nuisances

A Nuisance is behavior, occurring anywhere on the property including within a Unit, that disturbs the comfort and quiet enjoyment of others. A Nuisance is something obnoxious or annoying to individuals or to the community, especially in Violation of their legal rights. Nuisances should be immediately reported to the Concierge.

- a) No loud or boisterous conduct anywhere on the property, including within a Unit, that creates a Nuisance.
- b) No noise sufficient to constitute a Nuisance to be detectable outside of the physical boundary of the Unit.
- c) Speakers and floor-supported musical instruments must be properly insulated from direct contact with floors and walls.
- d) No excessive dog barking.
- e) No discharges into the sewer system, storm drain, or other Association property of any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety or welfare, violate any law, or cause injury or damage to any property.
- f) No discharge of air pollutants, contaminants, or odors, including grilling or Smoking, sufficient to create a Nuisance.

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Section 3. Animals

The Association recognizes and will accommodate 2 mutually exclusive sets of animals – pets, and service animals.

(i) Pets

In the following, “pet-owner” refers to any resident who maintains pets on the premises, and such pets include those owned by the guests of the resident which are brought onto the premises.

- a) No household may keep more than 2 pets.
- b) All pets must be kept inside the Unit when unattended and may not be left on Balconies, Decks or Patios without the direct supervision of the Owner.
- c) No animals of any kind shall be commercially raised or bred in any Unit or kept for any commercial purpose. Livestock, poultry or farm animals are strictly prohibited.
- d) A leash not longer than 6 feet held by an individual capable of controlling the animal must be used when walking a pet in the Common Areas, regardless of the pet’s size or training.
- e) Pets creating Nuisances may, at the discretion of the Board, be required to use the rear corridor for entry and exit, be required to use diapers, be required to use muzzles, or be banned entirely from the premises.
- f) Feces, urine, saliva, blood, or vomitus deposited by pets in Common Areas or exterior areas surrounding the Building must be removed immediately by the pet-owner or caretaker of the animal. If carpets, furnishings, or elevators are affected, the Concierge must be immediately notified.
- g) All pet-owners must have minimally \$1,000,000 liability insurance, and no pet exclusion, covering property damage and bodily injury caused by their pets.
- h) No pets are permitted in the pool area, the central courtyard landscaping, any of the planters, the center island, the Guest Unit, or the lounge. No loitering with pets in the lobby.
- i) Dog walkers are prohibited from bringing non-resident dogs into the Building.
- j) Pet relief stations are allowed on balconies or patios provided that:
 - a. they are kept neat and clean;
 - b. they are stored in the most inconspicuous location possible on the balcony or patio;
 - c. under no circumstances pet waste exits the balcony or patio; and,
 - d. they do not create a Nuisance for neighboring residents.
- k) No aquariums or tanks above a 10-gallon capacity without Architectural Committee approval.

(ii) Service animals

The Association adheres to the requirements of the Fair Housing Act (“FHA”) regarding reasonable accommodation requests, including requests for companion, service and emotional support animals. The FHA requires the Association to provide reasonable accommodations to Owners and residents with disabilities who make such requests, as long as there is a sufficient connection between the animal owner’s request and the animal owner’s disability.

- a) Pet restrictions apply as a default. Residents requesting a variance from any specific Pet restriction in subsection 3.i (above) as reasonable accommodation for a disability should contact Management.
- b) Residents requesting such variance will be required to show medical documentation specifying the name and licensure of the medical provider; their understanding of the legal definitions of disability and accommodation; confirmation that the requesting party has a disability; the major life activities impaired by the disability; and whether the expected duration of the disability is permanent or, if not permanent, its length.
- c) If a companion, service, or emotional support animal causes a Nuisance or poses a danger to others by barking, biting, attacking, shrieking, urinating or defecating in Common Areas, or similar

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activity that is determined by the Board to pose a threat to the health, wellness, and safety of Staff, residents, other animals, and Invitees, the Board may, at its discretion within the confines of the FHA, require the resident to permanently remove the animal from the Building.

Section 4. Trash

The facilities for disposing of trash include the trash chutes (which lead to a trash compactor) located on each residential floor, the dumpster for oversized trash located on parking level 1, and the designated recycling dumpsters located on parking level 1 next to the mail room. Trash chutes have limited capacity and are not capable of handling bulk or Hazardous Materials.

- a) Trash chutes may not be used except between 7:00am and 11:00pm.
- b) Items to be disposed of in trash chutes must be securely wrapped and contained in sturdy and manageable plastic bags.
- c) No trash, refuse, or debris is to be kept on any portion of the Common Area (including Exclusive Use Common Areas) other than in the receptacles customarily used for it and located only in places specifically designated for such purposes.
- d) No trash or debris is to be left in hallways, walkways, Balconies, Decks, Patios, outside the trash chutes or trash receptacles, in Parking Spaces, or in any other Common Area.
- e) No boxes, including pizza boxes, or other oversized items that do not easily fit may be pushed or forced into a 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. Such trash must be placed in the appropriate dumpster on parking level 1 and fit within the oversized dumpster to allow the lid to fully close.
- f) Boxes must be broken down and flattened prior to being placed in the recycle dumpsters.
- g) Light bulbs, paint, batteries, and other Hazardous Materials and universal waste shall not be disposed of in trash chutes or recycling dumpsters, but shall be disposed of properly, within EPA guidelines. Left-over liquid paint must be disposed of at any legal drop-off point, which includes most paint stores. Propane tanks or cylinders, including one-pound propane canisters, are not allowed in trash or recycling bins or the trash chute; they should be returned to the store for a refund.
- h) Large discarded items such as old furniture, mattresses, and appliances, as well as paint cans containing liquid paint, are the sole responsibility of the Owner or resident to remove from the premises and dispose of properly.
- i) Any trash spilled, blown, or otherwise deposited onto a Common Area must be picked up.
- j) No resident access to the trash compactor is permitted.
- k) Retrieval of items from the trash chute or compactor may only be effected by Staff at Management's instructions, and a charge may be levied for such service.

Section 5. Winter Holiday Decorating

The Association encourages winter holiday decorating within the limits specified here. The term "winter holiday" refers to the period between the day before Thanksgiving until January 10th.

- a) Winter holiday decorations may be displayed only during the winter holiday period.
- b) No penetration of entry doors, hallway walls, or Balcony surfaces for decoration display.
- c) All holiday lighting must have a UL or comparable rating. Outdoor lighting must be designed for outdoor use.
- d) Decorations may not be placed on plants in the Common Areas (except for Balconies, Decks, and Patios) or on Association property.
- e) Decorative lights must be turned off by 10:00pm and must not be such as to be a Nuisance to other residents.

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- f) Use of artificial trees is preferred. Real trees must be treated with fire retardant prior to entering the Building and kept well watered.
- g) No unwrapped trees are to be brought into and out of the Building.
- h) Trees entering the Building may not be brought through the lobby, but they may be taken through the rear service corridor.
- i) The trash chute is not to be used for disposal of trees.
- j) Management will provide tree recycling instructions and they must be followed.

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C. RULES FOR USE OF SPECIFIC COMMON AREAS

Note that the areas listed in this section, including those that are designated Exclusive Use Common Areas, are part of the Common Area and that any applicable general Common Area rules apply here, including those on Nuisances.

Section 6. Balconies, Decks, and Patios

While Balconies, Decks and Patios are private, exclusive-use areas they are formally part of the Association's Common Area, and certain actions carried out in these areas may damage the Association's property or may adversely affect the wellbeing of other residents or the good appearance of the Building. The following rules are designed to forestall such impacts.

- a) Nothing may be thrown or ejected from a Balcony or Unit window.
- b) Furnishings are limited to conventional patio furniture, potted plants, and barbecue grills.
- c) A drip pan must be placed under each potted plant.
- d) No hosing, washing, or plant-watering in such a manner as to allow water runoff.
- e) No exterior clothesline to be erected, maintained, or hung on balconies or railings; no exterior drying or laundering of clothes or any other items.
- f) No storage of bicycles, household items, storage bins or shelves, animal shelters or anything that may cause a Nuisance.
- g) No permanent attachment of equipment such as satellite dishes or audio speakers to the ceiling, walls, or railings; floor stands are acceptable.
- h) No sunshades, awnings or screens over these areas or on the residence exterior windows.
- i) No patio umbrellas, except that commercial grade, weighted umbrellas may be placed on Townhouse Balconies, Townhouse Decks, and Townhouse Patios.
- j) No flag may be displayed; except that 1 fabric or cloth US flag may be displayed, on a free-standing pole and situated so that it never extends beyond the boundary of the area.
- k) No installation of hanging lights, ceiling fans, or glowing electric heaters.
- l) No decorative lighting on Balconies, Decks, or Patios outside of guidelines set forth in Section 5.
- m) No addition, modification, or alteration of the surfaces of these areas without pre-approval by the Architectural Committee.
- n) No extension of any item beyond the boundary of the area.
- o) No rugs, towels, mops, or clothing draped over any railing or wall.
- p) No placement of fencing or any other temporary structures.
- q) No smoker grills or charcoal grills.
- r) No open flame heaters on any Balcony, Deck, or Patio.
- s) No outdoor heaters closer than 2 feet from any wall or ceiling.
- t) No attaching of rugs, carpeting, or tiling.
- u) No use of these areas for construction-related work likely to cause a Nuisance.

Section 7. Garage

The major concerns affecting the use of the underground parking garage are safety and the maintenance of a clean and attractive area dedicated solely to efficient parking. The garage has blind spots and tight turning areas – Use Caution!

- a) No vehicles over 7 feet in height will be allowed in the garage.
- b) Headlights must be on, and on low beam, while driving in the garage area.

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- c) Speed limit 5 mph.
- d) No Smoking.
- e) No vehicles with oil or other fluid leaks may enter or remain. Use of pans, towels, cardboard, or other items to catch drippings is prohibited. Charges will be levied for cleanup services.
- f) No automobile servicing or repairs, such as washing, detailing, oil changing, engine repairing or overhauling, or draining or flushing of any fluids.
- g) No boats, jet skis, off-road vehicles, trailers, campers, or other such vehicles may enter or remain.
- h) No vehicle or personal transportation device of any type may be charged using a Common Area electrical outlet. Resident is to submit the revocable license agreement for use of common area electrical source with an annual usage fee plus billed for electricity used. Resident is to contract with a pre-approved electrician to run conduit from an existing common area electrical outlet to install a dedicated GFI outlet with an integral meter in your designated parking space.
- i) Chargers for vehicle or personal transportation device are permitted only after architectural plans have been approved by the Architectural Committee and the Board.

Section 8. Resident Parking

Exclusive-use rights to designated Parking Spaces are associated with a residential Unit, and responsibility for the proper use of those Parking Spaces (which includes proper consideration for other residents parking in the garage) lies with the Unit Owner. Parking Space use may be leased to other residents, but not sold separately from the associated Unit. Vehicle entry into the garage is facilitated through the use of Radio Frequency Identification (“RFID”) Tags mounted on the resident’s vehicle or with an Association fob.

(i) Garage entry using RFID tags

- a) Residents are entitled to as many RFID windshield or headlamp tags at no cost as they have deeded Parking Spaces. Additional tags may be purchased from the Concierge.
- b) RFID tags will only be issued for vehicles registered to the resident in the Unit. Registration forms can be filed with the front desk, at which time proof of valid vehicle registration consistent with the resident’s name is required. Installation will be coordinated by Management. Tampering with installed tags will cause them to become inoperable, and replacement will be at the resident’s expense.
- c) New vehicle purchases will require a new tag, and, as applicable, deactivation of the sold vehicle’s tag. The new tag for the new vehicle may be purchased at the then-current rate set by the Board.
- d) Tags will be deactivated for parking Violations in non-owned spaces or prohibited areas, and a notice will be left on the windshield. Garage re-entry via tag will require a visit to the Concierge.
- e) Tags will be deactivated when a Unit is sold, or when a lease expires if a new lease has not been furnished to Management.
- f) When Tenant tags are in use, non-resident Owner tags will be inoperable.

(ii) Parking restrictions

- a) Only street-legal motor vehicles are permitted in Parking Spaces, except that only a single personal collapsible folding cart with closed measurements not to exceed 11” x 25” x 45”, may be left fully collapsed in the middle forward area of the Parking Space. In addition, a motorized (electric/gasoline powered) vehicle may be parked in the middle forward area of the Parking Space provided that no vehicle extends outside the confines of the allotted space.
- b) No unregistered, registration-expired, or inoperable vehicle; no vehicle with extensive body damage, missing or broken safety equipment (including headlights and windshield), or flat tires.
- c) No vehicle parked so as to extend outside the confines of the allotted space, e.g., it may not extend beyond the support columns.
- d) No motor vehicle left in a condition that could constitute a fire hazard.

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- e) Vehicles deemed unsafe by the Manufacturer or the National Highway Transportation Safety Board when parked in the interior of our building are to be moved to the exterior until deemed safe.
 - a. In the interim until the vehicle is deemed safe, the resident may use guest parking as long as their parking space may be used as a guest parking space.
 - b. In the interim until the vehicle is deemed safe, the resident may use guest parking for up to 14 days if their parking space may not be used as a guest parking space.
- f) Any vehicle that poses urgent and immediate risk to property or surrounding vehicles and the owner is not available for contact, said vehicle may be towed without further notice at the owner's sole expense and liability.
- g) No car alarms that repeatedly go off and no alarms that do not automatically shut off after an allotted short interval.
- h) Legally authorized users of the garage Parking Spaces are solely responsible for the towing of any vehicle illegally parked in their Parking Spaces.
- i) Motorcycles, mopeds, or other vehicles may not be parked in walkways or on sidewalks.

(iii) Leasing of Parking Spaces

- a) No leasing of Parking Spaces to non-residents.
- b) Leasing of Parking Spaces is subject to termination of the lease upon conveyance of either Condominium.

(iv) Vehicle Chargers

- a) For safety, when not in use, the Vehicle Charging cord is to be kept off the garage floor and stored appropriately.

Section 9. Guest Parking

There are 10 vehicle parking spaces available for the use of residents and their guests. Guest parking is south of the Building, adjacent to the pool area. To use guest parking, the resident must obtain a parking pass from the Concierge.

(i) Obtaining a pass

Each Unit may obtain up to 10 parking space uses per month. Parking passes may be obtained by 2 methods:

- a) **On the spot, up to 24-hour pass** – To obtain a pass for up to 24 hours, the resident must be physically present at the front desk or may call the Concierge to check out a pass but must pick up that pass within 15 minutes of the phone call or the pass may be forfeited.
- b) **By reservation, up to 48-hour pass** – Reservations must be made within 2 weeks to 24 hours in advance of the requested reservation date. A 48-hour pass will count as 2 uses against the allotted 10 uses per month. Only 2 reservations per month are permitted. If the pass will be picked up on the same day as its use, then the resident must pick up the pass not later than 2 hours after the reservation start time or the pass will be forfeited.

(ii) Restrictions

- a) Each Unit is allowed to check out only 1 pass at a time and only 1 per day.
- b) The Concierge only issues parking passes from 7:00am to 11:00pm, 7 days per week.
- c) A resident may request an extension on the time period of the pass before it expires if there is at least 1 other parking pass available at that time. If no other parking passes are available, the pass cannot be renewed or extended until the time it expires.
- d) Parking passes must be displayed on the vehicle dashboard at all times.

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- e) Security patrol regularly monitors guest parking. If a vehicle does not have a parking pass displayed on the dashboard or if the parking pass has expired, a citation will be placed on the vehicle. If the vehicle is not removed within 1 hour of receiving the citation, the vehicle may be towed at the vehicle owner's expense.

Section 10. Storage Areas

There are 2 types of storage area: exclusive-use Storage Units for the augmentation of in-Unit storage, and rooms for bicycle storage. Storage Unit use may be leased to other residents, but not sold separately from the associated Unit.

(i) Storage area restrictions

- a) No items stored outside or on top of cages or in the hallways of the storage areas.
- b) No storage of propane tanks or cylinders, or any potentially explosive, highly flammable, or hazardous substances.
- c) Bicycles, to be stored (at owner's risk) in the bicycle storage rooms, must be registered with the Concierge. Unregistered bicycles will be removed and donated to a charity.
- d) No more than 2 bicycles per Unit may be stored in the bicycle storage rooms.

(ii) Leasing of Storage Units

- a) No leasing of Storage Units to non-residents.
- b) Leasing of Storage Units is subject to termination of the lease upon conveyance of either Condominium.

Section 11. Mail Room

The mail room, containing exclusive-use mailboxes, some lockers for temporary placement by the Post Office of items too big for the mailboxes, a table for mail sorting, a recycle trash can, and a to-be-shredded trash can, is located in parking level 1. Mailbox locks and keys are the responsibility of the resident. Notification of items delivered to a locker is via a key to the locker left in the Unit's mailbox. Since the number of lockers is limited, consideration for other mail recipients requires that these should be emptied as soon as possible after notification.

- a) No literature to be left in the room, unless it is pre-approved by the Association.
- b) All erroneously delivered mail must be turned in to the Concierge or put into the outgoing-mail box.

Section 12. Elevators

The elevators are primarily for the efficient movement of people in their normal course of activity and only secondarily for the freight of furniture, construction material, or other large items, and this latter use is time-restricted and subject to reservation. Reservations may be made through the Concierge between the hours of 7:00am and 11:00pm. Any Violation of delivery parameters is subject to immediate hearing notice and subsequent fine. Elevator stoppage between floors should be communicated to Management via the phone provided in the elevator.

- a) No indiscriminate pressing of control buttons.
- b) No holding open of elevator doors except to allow for safe entry or exit.
- c) No elevator use for moving in or out or for deliveries outside of the hours Monday to Friday 8:00am to 5:00pm, and only then with advance reservation with the Concierge. Usage is subject to availability.
- d) No furniture, large appliances, construction materials, or large items of any kind are to be placed into any elevator without advance reservation with the Concierge and without the elevator being padded.

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- e) No items dropped into the elevator shaft may be retrieved until the next elevator company service visit, unless arrangements are made with the Concierge for emergency service by the elevator company at the cost established by Management and payable in advance.

Section 13. Lounge

The lounge, located off the lobby, is generally available for the use of residents and guests, and may be reserved for exclusive use.

(i) Lounge reservations

- a) Exclusive use is possible only through reservation, by resident Owners or Tenants of Good Standing (referred to herein as the “responsible resident”), to be made with the Concierge between the hours of 7:00am and 11:00pm, with payment in full by personal check of an exclusive use fee and a refundable damage and cleaning deposit, subject to availability, and not more than 6 months in advance.
- b) A responsible resident may reserve the lounge for use during only 1 Association Holiday Period, or part thereof, per year; however, if, 7 days in advance of a proposed reservation, the lounge is unreserved, a reservation may be made regardless of this restriction.
- c) A responsible resident may not reserve the lounge in advance more than 5 times per calendar year; however, if, 7 days in advance of a proposed reservation, the lounge is unreserved, a reservation may be made regardless of the number of reservations used.
- d) Cancellations of reservations must be received no later than 7 days in advance of the scheduled date of occupancy, otherwise the room use fee will be forfeited.

(ii) Lounge usage

- a) Lounge hours are Sunday to Thursday 8:00am to 10:00pm, and Friday and Saturday 8:00am to 12:00 midnight.
- b) Occupancy of the lounge is not to exceed 82 persons.
- c) After attendees have been admitted, the door must be kept closed to minimize sound disturbance in the lobby.
- d) Association sponsored events have priority use of the lounge.
- e) The lounge is to be used for private individual functions, on a non-recurring basis, with the exception of Association sponsored events.
- f) The responsible resident must be present at the time of occupancy and must present identification to Management or Staff upon request.
- g) If the responsible resident fails to clean the lounge immediately after use and Staff must perform this function, the resident will forfeit the deposit or portion of the deposit. If the cost of repairing damage or cleaning the lounge exceeds the deposit, the responsible resident’s Unit will be charged.
- h) Association-provided furniture, accessories, games, and equipment shall not be removed from the lounge. Use of any third party furniture or the advance storage of items for any function in the lounge must be approved in advance by Management.
- i) No candles with flames, except on birthday cakes.
- j) The responsible resident must ensure that, immediately on completion of occupancy, all articles brought by them, including cleaning supplies, towels, books, magazines, food, as well as related trash and debris, are removed from the Common Area.
- k) No use for commercial purposes other than those which are endorsed by the Association and open to all Members, and such use must be pre-approved by the Board.

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- l) No charges to guests for admission, food, beverages, or entertainment on the premises are permitted, except that for Association-sponsored events admission may be charged or fees used to recoup expenses.
- m) No one under the age of 21 shall be served an alcoholic beverage. If alcoholic beverages are served, no minors are to be present without written parental permission.
- n) The Association cannot be held liable for any theft of or damage to personal articles.
- o) Use of the TV and other electronic equipment may only be done after instruction on their use has been received from the Concierge.

Section 14. Guest Unit

The Guest Unit is intended to provide a convenient accommodation for visitors. Occupants of the Guest Unit, while in residence, have access to all Amenities. The Guest Unit has an associated Parking Space in the garage. No cleanings or changes of towels or linens will be available during the rental period.

(i) Guest Unit reservations

- a) Rental of the Guest Unit is possible only through reservation, by resident Owners or Tenants of Good Standing (referred to herein as the “responsible resident”), to be made with the Concierge between the hours of 7:00am and 11:00pm, with payment in full at the time the reservation is made by personal check or credit card of rental fee and a refundable damage and cleaning deposit, subject to availability, and not more than 6 months in advance.
- b) No resident may reserve the Guest Unit in advance for more than 7 nights per calendar year; however, if, 7 days in advance of a proposed reservation, the Guest Unit is unreserved, a reservation may be made regardless of the number of reservations used.
- c) Cancellations of reservations, in writing and acknowledged by the Concierge in writing, received no later than 14 calendar days prior to the first day of a reservation, will be accepted without penalty or charges of any kind.
- d) Cancellations made with less than 14 calendar days but more than 5 business days notice will be accepted without monetary penalty, but the reserved nights will be charged against the yearly allowance of the responsible resident and that resident will be credited with a “short-notice” cancellation.
- e) Cancellations made with less than 5 business days notice will forfeit the rental charge and the reserved nights will be charged against the yearly allowance of the responsible resident and that resident will be credited with a short-notice cancellation. Except that in circumstances in which there is a loss of electric or water service, or flood to the unit, the user will receive a refund of the rental fee for each night they do not occupy the unit, and those unused nights will not be charged against the Owner’s yearly 7 night allowance.
- f) Accumulation of 2 short-notice cancellations in a calendar year, regardless of the number of days reserved, will make that resident ineligible for future reservations for the remainder of that year.
- g) Responsible residents may reserve the Guest Unit for only 1 Association Holiday Period, or part thereof, per year; however, if, 7 days in advance of a proposed reservation, the Guest Unit is unreserved, a reservation may be made regardless of this restriction.
- h) Any reservations in place at the time of close of escrow for a Unit will be canceled without penalty.
- i) Any new resident will have a full complement of reservation allowances, regardless of any allowances used in the calendar year by a previous occupant of the new resident’s Unit.

(ii) Guest Unit usage

- a) Management or Staff will conduct an inventory of Guest Unit items and determine the condition of the Guest Unit prior to guest check in and just after check out. Any missing or damaged items,

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beyond normal wear and tear, will be noted and the responsible resident's Unit will be charged for the cost to repair or replace missing items.

- b) Occupants of the Guest Unit must check in after 3:00pm and must check out no later than 11:00am.
- c) No pets are allowed in the Guest Unit, and no Smoking is allowed in the Guest Unit or on its Balcony. A minimum of a \$250 deep cleaning fee to sanitize the Guest Unit and possible fines will be assessed to the responsible resident's Unit for Violation of this rule.
- d) No use of candles with flames, except on birthday cakes.

Section 15. Office Center and Meeting Room

The office center, located on the second floor, is always available and is intended to provide very basic office facilities for occasional use by residents of Good Standing. Note that computers are considered "public access", so don't store your private files on them. The meeting room is located on the 2nd floor. Resident Owners and Tenants may coordinate reservations of the meeting room through the Concierge, but only for non-exclusive use. The office equipment in the meeting room is reserved for Association business. If cleaning or repair is required after use, the resident's Unit will be charged for that service.

The Association cannot be held liable for any theft of or damage to personal articles.

(i) Office Center

- a. Large copying or printing jobs should not be done on the office center printer-copier.
- b. No removal of unused Association-provided supplies.
- c. Inappropriate use of the computer or inappropriate content while using the computer will result in loss of privileges to use the office center and potential further disciplinary action. For example, but not limited to watching pornography.

(ii) Meeting Room

- a) Not available for use outside normal business hours of 7:00am to 6:00pm Monday through Friday or during Association meetings of the Board, its Committees, or of Management.
- b) Not to be used for home office or for commercial purposes other than those endorsed by the Association and open to all Members.
- c) All articles brought by the registered user must be removed, including trash and debris.

Section 16. Swimming Pool and Spa Area

Regulations covering the usage of pools and spas are definitively set out in the California Civil Code, which prevails over any of the following to the extent it is more restrictive. **Note that NO LIFEGUARD is on duty in this area.** Bathrooms and showers are accessible to pool and spa users (without necessitating transit of the elevator lobby) in the fitness center.

(i) General

- a) Pool and spa hours are Sunday through Thursday, 6:00am to 10:00pm, and Friday and Saturday, 6:00am to 12:00 midnight.
- b) Neither the Association, nor its Board, nor the Management Company is responsible for injuries or accidents.
- c) No children under the age of 14 at any time except when accompanied by a responsible adult.
- d) No pets are allowed in the pool area.
- e) The use of the pool area is limited to resident Owners, Tenants, and their guests.
- f) Each Unit is limited to a maximum of 6 guests in the area at any given time; however, on Memorial Day, Independence Day, and Labor Day, which includes the holiday and any adjacent weekday and weekend, each Unit is limited to a maximum of 4 guests at any given time. Each guest over the limit constitutes a Violation.

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- g) Prohibited in the area are: running, pushing, horseplay, throwing balls, loud noise, music (unless used with personal headphones); glass; misuse and/or damaging of pool furniture and equipment; bicycles and recreational wheeled vehicles; immoral, lewd, or indecent conduct; nudity.
 - h) No saving of chairs, tables, lounges, barbecues or fire-tables.
 - i) Recreational floatation items including, but not limited to, loungers, inner tubes, and rafts are not allowed in the pool or spa at any time; however, individual personal safety floatation devices are allowed.
 - j) No use of pool or spa by persons with skin disorders, colds, coughs, or any communicable diseases.
 - k) Persons who are incontinent and children who are not toilet-trained must wear adequate containment clothing. Cloth or disposable diapers are not allowed.
 - l) The pool cannot be used for commercial business purposes. In particular, no resident may use the pool to conduct swimming lessons or training or a fitness business.
 - m) Swimming instructors, coaches, and personal trainers may provide professional services, whether paid or free, provided that the recipients of professional services are residents; Invitees may not receive such services.
 - n) Swimming instructors, coaches, and personal trainers must register with Concierge upon entering the Building and provide Management with appropriate certificates of insurance for comprehensive general commercial liability and property damage, with minimum coverage of \$1,000,000 per occurrence, listing The Grande South as an additional insured.
- (ii) Fire-Table Usage**
- a) The Fire-Tables are fueled by propane gas, contained in portable tanks, which is inherently dangerous. Mis-used, a propane tank can be like an exploding shrapnel bomb.
 - 1. Safe use of the Fire-Table is the responsibility of the users.
 - 2. Fire-Tables may not be used in the rain, in heavy winds, or when there is a Fire Warning alert in San Diego County.
 - 3. Never move the Fire-Tables.
 - 4. Do not leave a lighted Fire-Table unattended.
 - 5. The Association recommends parents take extra precaution with children, Fire-Tables are not safe for children. No children under the age of 18 may use the Fire-Tables without adult supervision.
 - 6. Never throw anything (solid or liquid) into the fire, as it could cause an uncontrolled flare up or explosion.
 - 7. Never sit on or place any part of the body, clothing, towels or other flammable materials on the Fire-Table.
 - 8. Never cover a hot Fire-Table.
 - 9. A fire extinguisher is located by the Fire-Tables, it is the users' responsibility to locate it and familiarize themselves with its proper use prior to using the Fire-Table.
 - b) Residents wishing to use a Fire-table may do so by asking Concierge to have Security turn a unit on for them. When finished using the Fire-Table, the user is to advise Concierge so the unit may be promptly turned off.
 - c) Hours of use are daily from Noon until 10:00pm. At 10:00pm, Security will turn off any units in use.
 - d) Empty propane tanks may only be changed out by trained staff. Residents and others are prohibited from changing propane tanks.
 - e) The Fire-Table is not a cooking appliance, it may not be used to heat or cook any food.

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- f) Glass (glassware or bottles, etc.) is prohibited around the Fire-Tables or elsewhere in the Pool and Spa Area.
- g) No reserving of the Fire-Tables, use is on a first-come, first-serve basis.

Section 17. Fitness Center

The fitness center, located on the ground floor in the south-east part of the Building, consists of the gym, bathrooms with showers, a sauna, and a steam room. All persons using the center do so at their own risk. It is advised that users of these facilities do so only if physically qualified and have physician's approval, and certainly do not do so if under the influence of alcohol, stimulants, or depressants. Note that gym users generally prefer an environment in which they can concentrate, whether on their routines or their in-ear entertainment, so loud noise of any sort is discouraged.

- a) Fitness center hours are 5:00am to 11:00pm.
- b) The use of the fitness center is limited to resident Owners, Tenants, and their guests.
- c) Users must be at least 16 years of age unless accompanied by a parent or responsible adult.
- d) All equipment must be wiped down after use.
- e) All equipment is to be used as intended and never abused. Weights must not be struck against each other excessively or dropped.
- f) Residents are not permitted to move the fitness equipment.
- g) After use, all medicine balls and free weights are to be replaced in their designated locations.
- h) There is a 30-minute maximum on machines when other users are waiting.
- i) Proper fitness attire is required at all times. Shoes and shirt are mandatory.
- j) No pets are permitted in the fitness center at any time.
- k) No storage of any personal equipment in the fitness center.
- l) No overnight storage in fitness center lockers.
- m) No glass containers or food items.
- n) Portable radios or music players are permitted only when used with headphones.
- o) TVs are to be kept on closed captions or used with a private listening device.
- p) No placing of phone calls or video conferencing; all calls received must be taken outside of the gym.
- q) No loud conversations or any disruptive behavior.
- r) The fitness center cannot be used for commercial business purposes. In particular, no resident may use the fitness center to conduct a personal training business.
- s) Personal trainers may provide professional services, whether paid or free, provided that the recipients of professional services are residents; Invitees may not receive fitness training.
- t) Personal trainers must register with the Concierge upon entering the Building and provide Management with the appropriate certificates of insurance for comprehensive general commercial liability and property damage, with minimum coverage of \$1,000,000 per occurrence, listing The Grande South as additional insured.
- u) The use of essential oils or other aromatic liquids is not permitted in the steam room.

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RULES GOVERNING VENDORS AS INVITEES

D. RULES GOVERNING VENDORS AS INVITEES

Contractors, subcontractors, service providers, and their associates and employees working on or in a Unit (all referred to here as “vendors”) are on the premises by the Unit Owner’s instruction, invitation, or permission, and so the Unit Owner is responsible for any consequences following upon Violations of these rules by these vendors. Note that the Common Area rules, including those on Nuisances, apply to vendors and their vehicles.

Section 18. General Rules for Vendors

Since vendors are not residents, they cannot be assumed to come with foreknowledge of the Association’s operating rules that affect them. Therefore, it is incumbent upon the resident to ensure that they do not violate, even if unintentionally, these operating rules.

- a) All vendors must check in with the Concierge upon arriving and leaving.
- b) A vendor may park an unloaded vehicle that does not exceed a height of 7 feet in a space owned or leased by the resident if authorized by that resident.
- c) Vendors may not bring their pets on site.
- d) Vendors are prohibited from eating meals, taking breaks, or Smoking in the Common Areas.
- e) Vendors must wear shoes, shirt, and pants on the property at all times.
- f) Vendors must use their own equipment. No equipment or tools that are the property of the Association are to be used at any time.
- g) No vendor may use the power from the hallways or any other Common Area.

Section 19. Construction Workers

Construction workers are a special case because their impact on the Building and its residents will certainly extend outside of the Unit in which the construction is being carried out. It is incumbent upon the Owner of the Unit to minimize noise and dust, to ensure that the Common Areas are not damaged by transit of equipment and debris, and that residents are treated by workers with consideration and politeness.

- a) Advance written approval of the Architectural Committee is required for any in-Unit construction work.
- b) Working hours are limited to Monday through Friday, 8:00am to 5:00pm.
- c) No work is allowed on weekends or on Association Holidays.
- d) 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 5:00pm each day, unless exception is specifically granted by Management.
- e) All trash and debris, including paint and chemical residuals, must be removed from the Building daily. Neither the trash chute nor the dumpsters on parking level 1 may be used for disposal of construction debris. Paint cleanup residue and construction liquid may never be poured down drains or into toilets in the Unit or in Common Areas.
- f) Owners agree to hold the Association harmless against liability for (i) injury to, death of, or damage to property of persons to the extent caused by the Owner, workers, designer or any of their agents or employees, and (ii) mechanics liens on the Common Area arising out of or resulting from any work.
- g) All contractors and subcontractors (including the Unit Owner if acting as contractor) must be licensed in the state of California and must submit certified proof to Management, before any work may commence, of licensing, worker’s compensation insurance, and comprehensive general commercial liability and property damage insurance, with limits of no less than \$1,000,000 per occurrence. The Association and the Management Company must be named as an additional insureds on these certificates of insurance.

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- h) The Association has the right to stop any work that is in Violation of these regulations, is creating a fire or safety hazard, is interfering with activities in the Common Areas, or does not have approval by the Architectural Committee.
- i) The front door of the Unit must be kept closed during construction.
- j) Smoke detectors located in the Common Area corridors adjacent to the Unit must be covered and protected on a daily basis and must be uncovered each night. The Unit Owner must arrange with Management to carry out this requirement.
- k) Any transport of tools or equipment must be by hand or using a padded elevator reserved in advance with the Concierge.

Section 20. Service Providers

Service providers include appliance, utility, and internet repair persons, housekeepers, medical service personnel, and dog walkers. It is incumbent upon the Owner of the Unit to ensure that the Common Areas are not damaged by transit of service providers' equipment, and that residents are treated by service providers with consideration and politeness. It is understood that, in the case of an emergency, any restrictions here on time limits for emergency service providers will be waived.

- a) Service hours are limited to 8:00am to 5:00pm
- b) Housekeeping service is not permitted on any Sunday, or on those Saturdays falling within Association Holiday Periods.
- c) Residents must advise dog walkers to immediately inform the Concierge of any mess deposited by their charges while in the Building and the identity of the dog owner.
- d) Dog walkers are prohibited from bringing non-resident dogs into the Building.
- e) Residents must advise phone and internet providers to not disconnect the water detection system when working in the cable room. If it is determined that the phone or internet provider has disabled the system, the Unit Owner will be charged the cost to reconnect.

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RULES GOVERNING SALES AND LEASES

E. RULES GOVERNING SALES AND LEASES

Changes of Unit occupancy are inevitable, and the following rules are intended to allow such transfers to be carried out efficiently while minimizing the impact on other residents, to ensure that the proper information is provided for the updating of Association records, and to compensate the Association for the facilitation of the process. It would be very helpful for the Association if Owners would advise Management when planning to sell their units.

Section 21. Sales and Leasing Agents

Since real estate brokers, agents, and salesmen are not residents, they cannot be assumed to come with foreknowledge of the Association's operating rules that affect them. Therefore, it is incumbent upon the Unit Owner to ensure that they do not violate, even if unintentionally, these operating rules.

- a) Units may be shown between the hours of 8:00am and 8:00pm.
- b) Lockboxes may not be placed on doorknobs or attached to any Common Area component other than the facility provided in the designated area in the service corridor.
- c) There shall be no open houses. For this purpose, an open house is a scheduled period of time in which a Unit is designated to be open for viewing by potential buyers.
- d) Broker caravans must be arranged at least 48 hours in advance through the Concierge. The listing agent must provide, in addition to an agent inside the Unit, an agent in the lobby to greet and direct the caravan to the Unit.
- e) Broker caravans are prohibited on weekends and on Association Holidays.
- f) All visiting agents must register with the Concierge.
- g) No loitering by brokers or agents in the lobby or in any other part of the Common Area.

Section 22. Unit Leases

Rules governing leases are primarily designed to support the maintenance of this Building as a residential facility, and therefore to prevent the marketing of Units by landlords for transient occupancy or for exclusively business use. It is necessary also that the Association's records accurately reflect the identities of current Tenants since, for many aspects of residence, no distinction is made between Owners and Tenants. When a Unit is under lease, the Owner forfeits his right to use Amenities.

- a) The Unit shall be leased for use for residential purposes only, except that a Unit may be used incidentally for the purpose of operating a home-based small business if, and only if: the business is operated solely within the Unit; the business is limited to arts and crafts, the rendition of professional services, or other similar activities; and the business is operated by a person whose principal residence is the Unit.
- b) No Owner may lease a Unit for hotel, motel, or transient purposes, or any other purpose inconsistent with the provisions of the CC&Rs, including, but not limited to, the use of the Condominium as a corporate or business guest-house for its customers and/or employees and/or other persons, whether on a paying or non-paying basis.
- c) Any lease must be for the entire Unit.
- d) Any lease shall be in writing, shall provide that the lease is subject to the Association Governing Documents, shall prohibit subleasing, and shall provide that failure to comply with any provisions of the Governing Documents shall be a default under the terms of the lease.
- e) A copy of the Association's CC&Rs and any Rules and Regulations, except any which pertain exclusively to an Owner, must be provided to each Tenant by the Unit Owner. A Tenant shall have no obligation to the Association to pay assessments imposed by the Association nor shall have any voting rights in the Association.

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- f) The initial length of lease agreements will be no less than thirty (30) days. Advertising a lease period less than thirty (30) days is a Violation.
- g) A Tenant shall have no obligation to the Association to pay assessments imposed by the Association nor shall have any voting rights in the Association.
- h) All Owners or their agents who lease their Units must complete and return the required lease packet, specifying, among other things, Tenant names and contact numbers, as well as a copy of the lease, to Management prior to Tenant occupancy.
- i) Elevator reservations, or any other Building preparation for move-in, will not be allowed until Management has received a completed lease packet and related change-of-occupancy fee.

Section 23. Change of Occupancy Fee

A fee is payable to the Association on change of occupancy, the amount of which can be obtained from the Concierge. It is non-refundable, and will apply to all new changes of occupancy regardless of whether reserved elevator use or other special services are required.

- a) In the case of a change of ownership, the fee will be charged to the new Owner and must be paid prior to move-in.
- b) In the case of a lease, the fee will be charged to the Owner and must be paid prior to Tenant move-in.
- c) Any damage to any Common Area property related to the change of occupancy is not covered by the fee and will be assessed separately.
- d) Change of Occupancy Fees are assessed based on the following criteria.
 - a. Tier 1 – Move into Furnished Unit. Fully furnished units where only personal belongings (i.e. suitcases) are brought to the unit, not requiring any elevator padding, elevator reservation, only the recoding of Fobs, RFID issuance, and resident information input.
 - b. Tier 2 – Standard Move. Residents move either with a moving company, furniture delivery company or a self-move into a vacant unit.

Section 24. Limit on Occupancy

The upper limit on the total number of occupants who may reside in a Unit at any one time is 2 persons per bedroom plus 1 person per living room. (To qualify as a bedroom, a room must have a door to close, a smoke alarm, and a fire sprinkler.)

Section 25. Notification of Guest Stay

A Resident who permits anyone to occupy the Unit (i.e., stay overnight for one or more nights) when the Resident is not in residence must submit each occupant's name and contact information to Management for emergency purposes.

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IN-UNIT PRECAUTIONS AND PREVENTIVE MEASURES

F. IN-UNIT PRECAUTIONS AND PREVENTIVE MEASURES

There are certain cases requiring action where Association property is involved or where actions taken or alterations made within the Unit may affect other residents or the appearance of the Building. For instance, the only solids to be flushed down the toilet are toilet paper and natural body waste. Just because a product is advertised as flushable doesn't mean it can't cause sewer line problems. Examples of allegedly "flushable" items that regularly plug toilets sewer lines are baby wipes, feminine hygiene products, and incontinence products (including baby and adult diapers).

Section 26. Insurance

Events can occur in one unit, which are the owner's responsibility, that adversely affect other units or common areas. Lack of insurance or a reasonable level of insurance by an owner can cause financial harm to the Association or other owners. As per Section 10.3 of The Grande South CC&Rs, all owners shall maintain property insurance against losses to personal property located within the Residential Unit and to any upgrades or Improvements located within the Residential Unit and liability insurance against any liability resulting from any injury or damage occurring within the Residential Unit. In an effort to minimize losses being unfairly put upon the Association or other innocent third parties, owners are encouraged to consult with their own insurance brokers if they should obtain higher limits of coverage. The HOA Board highly recommends each owner carry a minimum of \$1,000,000 of general liability in their HO-6 policy or their umbrella policy.

- a) As per Section 10.3 of The Grande South CC&Rs, each owner shall ensure that the Association is named as a certificate holder on the Owner's property and liability policy or policies, including in any policy renewals.
- b) Each owner shall provide proof of insurance annually to the Association upon request.

Section 27. Garbage Disposal Use

You, as well as your neighbors on the lower floors, suffer when the wrong things are put into the drains, whether through the garbage disposal or down the drain. Drain cleaning vendors have found pieces from a steel wool pad, dental floss, vegetable peelings, and grease in drain lines. Whatever is placed in the garbage disposal or your drain may cause your drain line or your neighbors' to back up.

Do's:

- First, turn on a moderate to strong flow of cold water and then turn on the disposal.
- Place food to be disposed of in the disposal.
- Continue running cold water for 15 seconds after grinding is done to flush the drain line.

Don'ts:

- Don't use hot water.
- Don't turn off the disposal until grinding is completed and you can hear only the motor and water.
- Don't allow grease or fat to go into your disposal or your drain, because it would wreak havoc on your drain and the Building drain. Pour grease and fat into a container and refrigerate until it becomes solid, then place it in the trash.
- Don't fill the disposal with vegetable peels (e.g., potato peelings), because when ground they are likely to stop in the drain line.
- Don't grind extremely fibrous materials such as corn husks or artichoke leaves.
- Don't put pasta or rice down the disposal, as it can turn into a hard blockage in the line.
- Don't put coffee grounds or egg shells into the disposal, as they may jam the disposal.
- Don't put steel wool pads in the garbage disposal or dental floss down the drain.
- Don't put drain cleaner into the garbage disposal. It may damage the disposal and could injure someone clearing a stoppage.

If you notice your drains are draining slowly, this may be early warning of trouble ahead. Notify Management when this first occurs so they can attempt to prevent a bigger problem for you and your neighbors. If you have household help, make sure they understand these Do's and Don'ts.

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IN-UNIT PRECAUTIONS AND PREVENTIVE MEASURES

Section 28. In-Unit Inspections

- a) **HVAC Units.** The Association will conduct an annual inspection of the HVAC units in each residence. At that time, filters and thermostat batteries, if applicable will be replaced, and the unit will also be checked for operability. Owners will be responsible for replacement of parts, repairs to drip pans if corroded or to repair any units that are leaking water from within once notified by the HVAC inspector (See Section 8.1.1: (b) of the CC&Rs).
1. Owners shall have all required HVAC repairs made within 60 days by a competent plumber or HVAC vendor, experience with servicing high-rise condominium HVAC systems.
 2. Once repairs are made to the HVAC system, owners shall provide the association with the invoice of the completed work for the HVAC system. If repairs are made and an invoice is not available for any reason, Management will schedule a visit by the Building Engineer to review the work done.
- b) **Plumbing.** Limited plumbing inspections of individual units will be conducted on a schedule determined by the Association if the owner approves entry. The inspection will look for signs of wear and aging to lines, hoses and seals which could lead to near term leaks and will include toilet tanks, angle stop operability and water lines to all sinks, toilets and appliances. This limited inspection will be done not only for the purpose of mitigating the risks of a safety hazard and your unit being flooded, but also to mitigate the risks of units below you being flooded. Further, prevention of unintended loss of water is a good conservation practice. Owners and residents will receive a report of the results of the limited inspection noting needed repairs within 2 business days from the inspection.
1. All sinks, toilets, and appliances should be retrofitted with steel braided hoses or current Building Code approved hoses at Owner's expense if not already done.
 2. Owners should have all noted repairs made within 60 days by a competent plumber experienced with servicing high-rise condominium plumbing.

(The HVAC and the limited plumbing inspections are not meant for the Owner or resident to rely on as a guarantee that no leaks will occur in their Unit. Owners are responsible for all leaks occurring within their Unit. Further, any time an Owner believes it is best to additionally conduct his or her own inspection and to move appliances for the purpose of conducting a more complete inspection, he or she should do so.)

Section 29. Air Conditioner Hoses

These steel braided hoses are not accessible except to licensed HVAC professionals. Under no circumstances may these hoses be replaced without prior authorization by Management. HVAC hoses must be replaced with those specified by the original HVAC manufacturer. There are two sizes, depending on the model of the HVAC unit:

- a) 5/8 in. hose, rated for minimum 300 psi, maximum 600 psi, should be used on the Whalen 800 series and smaller. The tag on the unit by the filter will read WA8 or WA6.
- b) 3/4 in. hose, rated for minimum 300 psi, maximum 800 psi, should be used on Whalen 1000 series and larger. The tag on the unit by the filter will read WA10 or WA12.

Section 30. Water Leak Detection System

Each Unit is equipped with a water leak sensing system, consisting of a repeater, which is connected to a dedicated outlet in your Unit, and several leak detection sensors. When the sensor detects water, a signal is sent from the sensor to the designated base station. The sensor sounds an alarm, and alerts the Concierge with a phone call and email. The Concierge attempts to make contact with the Unit resident to determine if there is an active

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IN-UNIT PRECAUTIONS AND PREVENTIVE MEASURES

leak. If no answer, Management will permit Security to use the emergency key on file to access the Unit to determine if there is a leak.

Water detection sensors are located under the refrigerator and dishwasher (typically behind their kick plates), toilets, HVAC closets, and washer/dryer. The repeater is typically located in the hall closet, but sometimes in the master bedroom closet or living room and must not be disconnected from its power source.

- a) The water detection devices and repeater must not be tampered with, disabled, or moved.
- b) Missing or damaged water detection sensors must be replaced at the cost of the Unit Owner. (The Association is responsible for sensors that malfunction or stop responding.) If payment is not submitted to the Association, Management will call the Owner to hearing in order to place a maintenance assessment for the cost of the replacement sensor on the Owner's account.
- c) The water detection system is monitored and alerts Management of any inconsistencies or issues. Management will notify residents of necessary entry into the Unit in order to repair a sensor or repeater.

Section 31. Residential Improvements

- a) Before embarking on any residential upgrade or remodeling project (referred to as Improvements in the Grande South CC&Rs), it is strongly recommended that residents review the Grande South Architectural Rules and Regulations. These rules are an extension of the CC&Rs and outline the specific types of remodeling projects that require review and approval by the Architectural Committee, along with any restrictions. You can find this document and the Architectural Change Request form on the Grande South Resident Portal or obtain them from Management.
- b) No window tinting may be applied without Architectural Committee approval in writing.

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MANAGEMENT ISSUES

G. MANAGEMENT ISSUES

Management is authorized by the Board with carrying out the day-to-day tasks involved in managing the Building and grounds. To this end, certain procedures are implemented requiring the cooperation of residents.

Section 32. Respect for Staff

In performing their duties, including administering the Association's operating rules, Management and Staff are entitled to a proper measure of respect and understanding. If an Owner or resident disagrees with a rule or is dissatisfied with the Staff's performance, they should discuss the matter directly with the Manager or with the Association's Board at its next executive session. Violation of the following rules will result in an automatic call of the Owner to an executive session of the Association's Board of Directors.

- a) Coercing, bullying, berating, or other physical or verbal abusing of Management or Staff is not permitted.
- b) It is not permissible to attempt to induce Management or Staff to bend or ignore rules.

Section 33. Front Desk Policy

The front desk in the lobby is staffed 24 hours per day, 7 days per week. It provides a Concierge service for residents from 7:00am to 11:00pm, and it is the preferred focal point for resident requests, suggestions, or complaints to Management.

- a) Items left with the Concierge are left at the Owner's or resident's own risk. The Association is not liable for any items left at the desk for any reason.
- b) Residents may deposit Unit or other keys with the Concierge, but they must be picked up within 24 hours of deposit. The resident must provide the Concierge with the name of the person or company that will be picking up the keys, and picture identification will be required in order for the Concierge to release those keys to the authorized person. Keys will not be released to anyone other than the authorized person or company. The Concierge will not distribute emergency keys to vendors or guests.
- c) Keys that are not picked up within 24 hours will be logged in as a package and will then only be released to the resident.
- d) Residents requiring keys to be deposited for longer than 24 hours may utilize a lockbox of their own provision which must be placed in the facility provided in the designated area in the service corridor.
- e) Anyone needing to access the lockbox area must provide appropriate identification and sign in with the Concierge for access and sign out as they leave.
- f) The Concierge will notify the resident of any package delivery. Please pick up packages within 10 days.
- g) The front desk is closed for parking pass issuance, reservations, item drop-offs and pick-ups, and delivery and retrieval of packages between 11:00pm and 7:00am.
- h) Found items, if not claimed within 30 days, will be donated.

Section 34. Emergency Entry

In the event of an emergency, Management, Staff, and emergency personnel shall have authorization to enter a Unit using the emergency key. If the key is unavailable or obsolete, forcible entry will be made and damages incurred are the responsibility of the resident; except that, in the event that the 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 the Unit.

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ENFORCEMENT

H. ENFORCEMENT

Violations of Association rules and regulations are handled via established procedures and may result in fines.

Section 35. Enforcement Policy

A Violation is any act in conflict with the Governing Documents of the Association, which include these Rules and Regulations. Residents may report a witnessed Violation to Management by email or personal letter. At the time a Violation is noted, the Board and Management will follow the enforcement process dictated by California statutes and the Association's Governing Documents. A Rule Enforcement Policy is approved by the Board annually, distributed to all Association Members annually, and is included in correspondence addressing any Violation.

(i) Notification Process

- a) Upon receipt and confirmation or witness of a Violation by Management, written notice will be sent to the Owner. The first notice will be a Courtesy Notice.
- b) A second occurrence of a Violation or continuation of a Violation after a reasonable amount of time to cure, will result in a second letter being sent to the Owner. This second notice will be a Violation Notice.
- c) Should a Violation by a resident occur a third time, or continue after a Violation Notice, the Owner will be called to a due process hearing, at which time the Owner will have the opportunity to meet with the Board.
- d) Violations that pose an immediate hazard to the health and safety of residents, Staff, and Invitees or are otherwise determined, by the sole discretion of the Board, to be particularly egregious will result in the Owner being called directly to a hearing with the Board.

(ii) Procedure for Homeowner Hearing

- a) An Owner called to a hearing, other than a hearing to address a member not in Good Standing, will receive written notice of the hearing, by first class mail, at least 10 days prior to the date of the hearing.
- b) An Owner called to a hearing to address being not in Good Standing with the Association will receive written notice of the hearing, by first class mail, at least 15 days prior to the date of the hearing.
- c) Before the hearing, the Owner should contact Management and alert them as to whether or not the Owner intends to be present at the hearing, or if they will be sending a written response. The Owner is encouraged, but not required, to attend.
- d) If the Owner attends the hearing:
 - Upon arrival, the Owner must check in with the Concierge to be announced;
 - The Owner will be introduced to the Board and other Association representatives;
 - The acting chairperson of the meeting will summarize the reason for the hearing;
 - The Owner may present oral or written evidence;
 - The Association's Governing Documents will be reviewed for clarification of issues;
 - The Board may ask questions;
 - The Owner may ask questions and make a final statement.
- e) The Board will deliberate and come to a resolution in closed session.
- f) The Owner will be notified of the Board's decision, in writing, within 15 days.

(iii) Consequences of Violation

- a) The Board may resolve to place a monetary fine on the Owner's account as a result of a Violation. Additionally, the Board may choose to suspend Amenities for a period of time in lieu of, or in

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addition to, a monetary fine. Fine schedule doubles for each repeat violation during the ensuing six months.

- b) Any and all resulting fines will be in addition to any maintenance assessment levied to reimburse the Association for damage, if any, caused to Common Area by an Owner, Tenant, or Invitee.
- c) Owners not in Good Standing, including their Tenants, if any, will, at the determination of the Board, lose access to Building Amenities (pool, hot tub, barbecue grills, fire-tables, gym, sauna, steam room, business center, meeting room, Guest Unit, lounge, guest parking, participation at Association-sponsored or funded social events, bicycle storage, and the Concierge services of reserving facilities, receiving Invitees, food deliveries, laundry, and cabs) and lose the right to be on committees until such time as the Owner is again in Good Standing.

Section 36. Schedule of Fines

The current fine schedule is approved by the Board annually, distributed to all Association Members annually, and is included in correspondence addressing the reason for the fine.

(i) Hazardous Activities

- a) Any violation considered hazardous will result in an automatic call to hearing with the Board.
- b) Smoking in a Common Area:
 - 1. \$100 for first violation
 - 2. Fine double for each repeat violation and suspension of member privileges for up to six months
- c) Second hand smoke or its odor, including but not limited to from marijuana, emanating from a residential unit (including from its exclusive use balcony or patio) that enters another residential unit:
 - 1. \$500 for 1st violation
 - 2. Fine doubles for each repeat violation (i.e., 2nd = \$1,000, 3rd = \$2,000) and suspension of member privileges for up to six months
- d) Anything thrown, dropped or otherwise caused to fall from a balcony or out a window, including but not limited to cigarettes, cigars, food or pet waste:
 - 1. \$1,000 fine, no courtesy notice and an automatic call to hearing with the Board
 - 2. Fines doubles for each repeat violation (i.e., 2nd = \$2,000, 3rd = \$4,000)
- e) For any other activity that poses a risk of harm to person or property, fines may range from \$500 to \$5,000
- f) False Fire Alarms caused by an Owner or their Invitee(s) will result in a fine that will be the greater of \$500 or whatever amount is assessed to the Association by the City of San Diego.

(ii) Vehicle and Parking Restrictions

- a) 1st offense: warning or \$50 fine
- b) 2nd offense: \$100 fine
- c) Subsequent offenses: fine doubles (i.e., 3rd = \$200, 4th = \$400, etc.)

(iii) Unauthorized Improvements to Property

- a) Fines may range from \$500 to \$10,000, plus the cost of restoring property to its original condition

(iv) Short Term Rentals

- a) Fines for posting an advertisement may range from \$100 to \$500
- b) Fines for an actual rental may range from \$1,000 to \$5,000
- c) Plus daily fines for ongoing Violations that can range from \$100 to \$500 per day, at the discretion of the Board

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d) For repeat violations, the Association's lawyer will be informed, and legal action may occur.

(v) Garage Entry and Exit

- a) Damage to barrier arm or gate -- \$100 for 1st Violation, plus cost of repairs to gate or barrier arm completed by a third-party vendor or cost of maintenance personnel to repair. Maintenance personnel cost will be charged to the Owner as follows:
 - 1. \$100 per hour during business hours
 - 2. \$150 per hour with 2-hour minimum, plus mileage allowance for personnel to drive to building, outside of business hours

(vi) Pets and Service Animals

- a) 1st offense: warning or \$100 plus any costs caused by animal offenses
- b) Subsequent offenses: fine doubles (i.e., 2nd = \$200, 3rd = \$400, etc.) plus costs
- c) Current clean-up cost (subject to change at discretion of Board)
 - 1. Interior carpet clean and sanitize: \$250
 - 2. Interior hard surface clean and sanitize: \$150
 - 3. Exterior clean and sanitize: \$75

(vii) Moving and Delivery Violations

- a) Fine for failure to schedule a move-in or move-out, or to schedule furniture and appliance deliveries during weekdays 8am-5pm may range from \$100-\$500.
- b) Fine for scheduled move-ins or move-outs extending beyond 6pm weekdays \$500 per hour fine, in addition to hourly fees listed in Section 37.
- c) Fine for unscheduled move-ins or move-outs, or furniture and appliance deliveries occurring weekdays after 4pm, or anytime on weekends or holidays \$500 per hour fine in addition to hourly fees listed in Section 37.

(viii) Insurance Certificate

- a) Failure to provide a copy of the certificate of insurance with The Grande South named as a certificate holder within 30 days of policy renewal or within 30 days of close of escrow will result in a fine of \$100 and suspension of amenities.
- b) Ten days after the due date for the insurance certificate, an additional fine of \$100 will be imposed on a weekly basis until the certificate is provided to the Association by providing to Management or the Concierge.

(ix) Unauthorized Recording of Meetings of the Association

- a) Fines may range from \$2,500 to \$5,000 per occurrence, plus suspension of Amenity Privileges for six months.

(x) Cloning of Fobs

- a) A cloned Fob will be confiscated and Concierge will reissue an authorized Fob so long as the total number of Fobs does not exceed five Fobs per unit.
- b) Subsequent occurrence: A fine for a cloned Fob is a minimum of \$2,000 per clone.

(xi) Any other Violation of the Association's Governing Documents

- a) Fines may range from \$100 to \$500, at the discretion of the Board. Fine doubles for each repeat violation.

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(xii) Additional Penalty Information

- a) Daily, weekly, and monthly fines from \$25 to \$500 can be charged to Owners for continuing Violations, at the discretion of the Board.
- b) Four or more Violations from the same Unit within a 6-month period can result in an additional \$1,000 fine.
- c) The Board has the right, when a Violation is deemed dangerous or otherwise particularly egregious, to call an Owner directly to hearing, without first issuing a warning.
- d) When a resident is warned in advance that his proposed action would be a Violation and he proceeds anyway, the Owner will receive an immediate call to hearing, and the fine for disregarding the warning shall match and shall be in addition to the fine for the particular Violation.

(xiii) Amenity Suspension

- a) The Board has the right, at its sole discretion, to suspend amenity privileges in addition to imposing fines and assessing maintenance fees, for a time deemed appropriate to the Board, for any Violation of the Governing Documents.

The Grande South at Santa Fe Place Homeowners Association
RULES AND REGULATIONS
FEES AND COSTS

I. FEES AND COSTS

Fees are set by the Board and published to the Membership for a 30-day review period prior to being put into effect. Costs of repair and cleanup are subject to change at the discretion of the Board and require no advance review period. They are the actual costs incurred by the Association's maintenance personnel, and they are transferrable to an Owner after damage has been attributed to that Owner.

Section 37: Schedule of Fees

- a) Lounge
 - 1. Reservation fee, to reserve the Lounge for resident's exclusive use: \$200
 - 2. Refundable damage deposit, applied to cost of repairing any damage (balance refunded), \$250
- b) Guest Unit
 - 1. Reservation fee, fee per night for rental of Guest Unit, \$200
 - 2. Refundable damage deposit, applied to cost of repairing any damage (balance refunded), \$250
- c) Change of Occupancy fee, due and payable prior to move-in. Change of Occupancy fee may increase based on loaded cost of personnel:
 - Tier 1 – Move into Furnished Unit, \$195
 - Tier 2 – Standard Move, \$500
- d) Vehicle RFID tag, for new vehicle purchase or replacement of damaged tag, \$25
- e) Fob Charges
 - 1. \$50 for a new key Fob.
 - 2. Free for any replacement of a key Fob that no longer operates or damaged so long as the original key Fob is being surrendered.
- f) Battery Maintainer
 - 1. \$100 annual fee plus billed for electricity used at the highest kWh, billed annually.
- g) Fee for scheduled move-ins or move-outs extending beyond 5pm weekdays is \$50 per hour in addition to hourly fines listed in Section 36.
- h) Fee for unscheduled move-ins or move-outs, or furniture and appliance deliveries occurring weekdays after 4pm, or anytime on weekends or holidays is \$50 per hour in addition to hourly fines listed in Section 36.
- i) Staff attendance at an owner requested Alternative Dispute Resolution (ADR) meeting \$85 per hour.