



COMMUNITY HANDBOOK
(Rules and Regulations)

Revised [July 17, 2025](#)

TABLE OF CONTENTS**Page**

INTRODUCTION.....	1
THE ASSOCIATION.....	2
MAINTENANCE AND INSPECTION OBLIGATIONS.....	2
OWNER INSURANCE.....	2
In accordance with Section 8.2 of the Declaration, all Owners at The Mark are required to carry property and personal liability insurance on their residence. Owners are required to submit proof of insurance to the Association upon request.....	2
SEVERABILITY.....	2
DEFINITIONS.....	2
 COMMUNITY GUIDELINES.....	 4
INTRODUCTION.....	4
PROJECT ACCESS PROCEDURES.....	4
RESTRICTED COMMERCIAL ACCESS TO THE COMMON AREA.....	4
FIRE SAFETY DEVICES.....	4
GARAGE AND PARKING GUIDELINES.....	5
LOADING DOCK.....	6
ANIMALS/PETS.....	7
RESALE/RENTAL AND REAL ESTATE PROFESSIONALS.....	8
WATER DAMAGE; EXTENDED ABSENCE RESPONSIBILITIES.....	9
SERVICE PROVIDER RULES.....	9
ENFORCEMENT OF CONDOMINIUM DOCUMENTS.....	9
RULES ENFORCEMENT AND FINING SCHEDULE.....	9
 RESIDENTIAL GUIDELINES.....	 12
INTRODUCTION.....	12
RESIDENTIAL ACTIVITIES WITHIN THE COMMON AREA.....	12
RESIDENTIAL USE AND CARE OF THE COMMON AREA.....	14
RESIDENTIAL EXCLUSIVE USE COMMON AREA.....	17
RESIDENTIAL ELEVATOR USE.....	19
RESIDENTIAL TRASH DISPOSAL.....	19
RESIDENTIAL MAIL AND DELIVERIES.....	20
RESIDENTIAL HOLIDAY DECORATIONS.....	20
RENTAL OF RESIDENTIAL CONDOMINIUMS.....	20
CORPORATE USE OF RESIDENTIAL CONDOMINIUMS.....	21
LARGE EVENTS OR GATHERINGS IN RESIDENTIAL CONDOMINIUMS.....	21
 COMMERCIAL GUIDELINES.....	 24
INTRODUCTION TO COMMERCIAL GUIDELINES.....	24
COMMERCIAL USE OF THE COMMON AREA.....	24
MAINTENANCE OBLIGATIONS OF COMMERCIAL OWNERS.....	25
COMMERCIAL TRASH DISPOSAL.....	25
COMMERCIAL CONDOMINIUM USE RESTRICTIONS.....	25
COMMERCIAL MAIL AND DELIVERIES.....	27
COMMERCIAL HOLIDAY DECORATIONS.....	27
RENTAL OF COMMERCIAL CONDOMINIUMS.....	28
COMMERCIAL USE OF TOWER ELEVATORS.....	28
COMMERCIAL CONDOMINIUM IMPROVEMENTS.....	29
AMENDMENTS TO COMMERCIAL GUIDELINES.....	29
 ARCHITECTURAL GUIDELINES.....	 36
INTRODUCTION TO THE ARCHITECTURAL GUIDELINES.....	36
NON-APPLICABILITY TO COMMERCIAL CONDOMINIUMS.....	36
PURPOSE.....	36
SUBMITTAL OF APPLICATION FOR ARCHITECTURAL APPROVAL.....	37

FIRE MONITORING SYSTEM AND FIRE SPRINKLER SYSTEM 38

ARCHITECTURAL REVIEW SUBMISSION ADDRESS 38

ARCHITECTURAL REVIEW PROCESS AND PROCEDURES 38

SUBMITTAL PACKAGE REVIEW FEES 39

GENERAL CONDITIONS 40

COMPLIANCE WITH REQUIRED PROCEDURES 41

DISAPPROVAL BY THE ARCHITECTURAL COMMITTEE (APPEAL) 42

INSPECTION AND CORRECTION OF WORK 42

ARCHITECTURAL STANDARDS APPLICABLE TO ALL CONDOMINIUMS 43

DRAINAGE 43

LIGHTING (EXTERIOR) 43

POST-TENSION CONCRETE SYSTEM 43

STANDARDS APPLICABLE ONLY TO THE RESIDENTIAL CONDOMINIUMS 43

WINDOW COVERINGS AND TREATMENTS 43

STRUCTURAL LOAD CHANGES 44

FLOORING 44

SOUND AND VIBRATION ATTENUATION 45

SIGNS 45

WATER INTRUSION AND MOLD POLICY..... 47

INSURANCE DEDUCTIBLE POLICY..... 48

SATELLITE DISH AND ANTENNA POLICY..... 49

**MAINTENANCE REQUIREMENTS FOR HEATING,
VENTILATING AND AIR CONDITIONING UNITS.....51**

MOVE IN/OUT PROCEDURES..... 52

SOLAR GUIDELINES - COMMON AREA ROOFS..... 53

COURTYARD COMMUNITY SPACE AGREEMENT59

ADDENDUM “A”..... 61

MANAGEMENT CONTACT INFORMATION..... 61

INTRODUCTION

Welcome to The Mark! The Mark (or as sometimes referred to herein, the “**Project**”) is a mixed-use condominium community containing residential and commercial condominiums (“**Residential Condominiums**” and “**Commercial Condominiums**,” respectively) with a variety of amenities for Owners and any lessees living and working at The Mark. Because mixed-use and attached living is a unique experience that relies on the mutual cooperation of all to be successful, The Mark Condominium Owners Association (“**Association**”) created this Community Handbook (“**Handbook**”), which constitutes the “**Rules and Regulations**” contemplated by the Declaration. This Handbook may be revised from time to time in accordance with the requirements and procedures set forth in the Condominium Documents and applicable laws. Inside you will find practical rules, regulations and guidelines that are intended to help foster a harmonious, enjoyable environment for all Owners and lessees of the Residential Condominiums (“**Residents**”), as well as all Owners and lessees of the Commercial Condominiums (“**Commercial Occupants**”).

This Handbook details basic guidelines that, if observed, ensure that the structures and Common Area (as defined herein) of The Mark remain in good condition and that all Residents and Commercial Occupants treat each other with respect and consideration. Among other things, this Handbook provides important information to help you through the transition of moving into your new Condominium and living in such a unique environment as The Mark. Additionally, since most modifications to the interior or exterior of a Condominium, including any Exclusive Use Common Area, are subject to approval by the Architectural Committee, this Handbook outlines the procedure that must be followed before making certain Improvements (as hereinafter defined) at the Project. The procedures and guidelines for such modifications are located in the Architectural Guidelines section of this Handbook.

As you read through this Handbook, bear in mind that the Rules and Regulations set forth in this Handbook are always subject to the Declaration of Covenants, Conditions and Restrictions for The Mark Condominium Owners Association (“**Declaration**”) and the Association’s Articles of Incorporation and Bylaws. These documents, together with this Handbook (referred to collectively as the “**Condominium Documents**”) establish and govern the Association and the Project.

If you are an Owner at the Project and would like to contribute suggestions for this Handbook, please submit them to the Association’s manager (“**General Manager**”) for consideration by the Board.

The Association strongly advises all Owners to review this Handbook carefully, to ensure you and your family members, guests, lessees and patrons, fully understand and follow the rules, regulations and guidelines set forth below. Additionally, since all Owners of The Mark are responsible for the actions of their lessee(s), each Owner should also ensure that its lessee(s) read, fully understand and comply with all the requirements of this Handbook. If you have any questions, please contact the General Manager for the Project at the address listed below:

THE MARK CONDOMINIUM OWNERS ASSOCIATION
C/O GENERAL MANAGER
800 THE MARK LANE
SAN DIEGO, CALIFORNIA 92101

THE ASSOCIATION

The purpose of the Association is to operate, manage and maintain The Mark for the benefit of all Residents and Commercial Occupants. Cooperation from all persons visiting, working and living at The Mark and consideration for your neighbors are the keys to its success.

The Board governs the Association, and meets regularly to make decisions pertaining to those matters for which the Association is responsible. When you become an Owner of a Condominium at The Mark, you automatically become a member (“**Member**”) of the Association. Although, Owners and lessees alike are subject to the Rules and Regulations provided in this Handbook, lessees do not become members of the Association and therefore, have no right to effect any changes to this Handbook or any other Condominium Document. Only ownership of a Condominium at The Mark qualifies a person to become a Member. Any Owner interested in becoming involved in the Association should contact the General Manager.

Regardless of membership in the Association, all Residents and Commercial Occupants at The Mark are encouraged to work together to build a harmonious community. All Residents and Commercial Owners are encouraged to report any issues related to the Common Area or the Undivided Interest Common Area (collectively referred to herein as the “**Common Area**”) to the General Manager as soon as reasonably possible.

MAINTENANCE AND INSPECTION OBLIGATIONS

All Owners at The Mark and the Association have certain maintenance and inspection obligations at the Project as set forth in their respective maintenance manuals. Owners should carefully review the Owners Maintenance Manual, which includes applicable warranties and other manufacturers’ maintenance schedules and recommendations. Some of the maintenance and inspection obligations require each Owner to implement commonly accepted maintenance practices to prolong the life of the materials and construction of its Condominium. All Owners are expected to implement the maintenance and inspection obligations described in the Owners Maintenance Manual.

Because living at The Mark is very different than living in a traditional single-family home environment where homes are detached and are not easily affected by the actions (or inactions) of neighbors, each Condominium at The Mark must be maintained in a good-working condition to prevent causing maintenance issues for the Project or other Condominiums at the Project. As such, each Owner at the Mark remains accountable and responsible for the maintenance obligations relating to its Condominium at all times, even if such Condominium is leased. Additionally, since lessees are not Members, the Association will have no obligation to address any issues with a lessee prior to addressing any violations or non-compliance of a lessee with the applicable Owner. Any damage and/or loss caused to the Project due to a lessee’s failure to perform the maintenance obligations set forth in the Owners Maintenance Manual and/or the Condominium Documents will be charged to the applicable leasing Owner. Therefore, it is extremely important any leasing Owner ensures its lessee(s) complies with all the maintenance requirements for a leased Condominium at The Mark.

The Association must perform certain maintenance and inspection obligations over the Common Area (as identified on the Condominium Plan of the Project). The Association Maintenance Manual sets forth the maintenance and inspection obligations of the Association, which includes, applicable warranties, manufacturers’ maintenance schedules and other maintenance requirements that the Association must follow. Additionally, similar to Owners at the Project, the Association is also required to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Common Area.

OWNER INSURANCE

In accordance with Section 8.2 of the Declaration, all Owners at The Mark are required to carry property and personal liability insurance on their residence. Owners are required to submit proof of insurance to the Association upon request.

SEVERABILITY

If any provision of this Handbook is held to be invalid, the remainder of the provisions shall remain in full force and effect.

DEFINITIONS

As you review this Handbook, you will encounter defined terms, identifiable by their initial capital letters. Except as the context otherwise requires, these defined terms have the same meaning as set forth in the Declaration.



COMMUNITY GUIDELINES

COMMUNITY GUIDELINES

INTRODUCTION

Because The Mark is a mixed-use community, there are different rules that will apply to Residents versus Commercial Occupants. Thus, to distinguish which rules are applicable to Residents from those that are only applicable to Commercial Occupants, this Handbook is separated into three distinct sections: “**Community Guidelines**,” “**Residential Guidelines**” and “**Commercial Guidelines**.” These Community Guidelines apply to both Residential and Commercial Occupants and set forth common sense regulations that should be implemented out of courtesy as a neighbor in a community environment of a mixed-use project. The Residential Guidelines and Commercial Guidelines set forth Rules and Regulations that are tailored for Residents and Commercial Occupants, respectively.

Each Resident and Commercial Occupant must always remember that these Community Guidelines complement and are in addition to the Rules and Regulations provided in the respective Residential Guidelines or Commercial Guidelines. Therefore, both Residents and Commercial Occupants must familiarize themselves and comply with these Community Guidelines.

PROJECT ACCESS PROCEDURES

Although The Mark is equipped with video cameras and an electronic access system, all Residents and Commercial Occupants are responsible for their own security and safety at The Mark. Neither the Association, nor any staff member of the Association, including the General Manager, is responsible for providing security or monitoring services for the Project.

The high-rise residential tower of the Project (“**Tower**”) is accessed by electronic key fobs issued to each Resident. Commercial Occupants will not be issued key fobs. Although the Association provides a lobby attendant, everyone must do their part to keep the front doors of the Tower and all other access doors/gates of the Project closed and locked at all times. The Association provides no security guards at the Project and controlling access to the Project must be a collective effort from all Residents.

Additionally, as required by the San Diego Fire Department, all the Condominiums at the Project, including the Commercial Condominiums and the Townhome Units, are on a master key system for emergency access. Owners are **NOT** permitted to remove their Condominium from this master key system. If any Owner needs to change its locks, for any reason, the General Manager must be first notified to confirm the new replacement lock is compatible with the master key system. Any damage, claims, cause of action or liability of any kind resulting from an Owner or its lessee disabling or removing its Condominium from the master key system will be the sole responsibility of such Owner.

RESTRICTED COMMERCIAL ACCESS TO THE COMMON AREA

Commercial Occupants will have the right to access certain portions of the Common Area, however such access is limited. The only portions of the Common Area accessible to Commercial Occupants are the following: the loading dock area, the parking garage, the main trash room adjacent the loading dock, the service corridor (that runs along the rear of the Commercial Condominiums to the main trash room) (“**Service Corridor**”), the service elevator located in the Tower, and the exterior of their respective Commercial Condominium. No other Common Area or the Tower, including the main residential lobby and the Courtyard, may not be accessed by Commercial Occupants for any reason. Additionally, as a point of clarification, Commercial Occupants are prohibited from using any of the recreational amenities available at The Mark, including, without limitation, the fitness center, conference room, pool and spa area, pool restrooms and shower, the Courtyard, grilling areas or any other area designated on the Condominium Plan for the Project as “residential use.”

FIRE SAFETY DEVICES

1. **Smoke Detectors.** The smoke detectors installed in the Condominiums are connected to a main energy source controlled by a master panel. However, each smoke detector is equipped with a backup battery in case the main power source becomes unavailable. Each Resident and Commercial Occupant must inspect and replace all smoke detector backup batteries as set forth in its respective Owners Maintenance Manual.
2. **Fire Alarm System and Sprinklers.** No Resident or Commercial Occupant may tamper with the fire alarm system or any of the related facilities at the Project. Disconnecting any horn to the fire alarm system is against the law

and will affect the operation of the horns in the other Condominiums. Residents and Commercial Occupants will be notified when the Association will conduct any tests of the fire alarm system.

3. **Temporary Disconnection.** If any proposed Improvements to your Condominium require you to disconnect any fire alarm or sprinkler, you must comply with the procedures set forth in the Architectural Guidelines provided in this Handbook.

GARAGE AND PARKING GUIDELINES

1. **Parking Spaces.** All parking spaces in the parking garage are assigned to specific Condominiums or owned by the Association. Except as otherwise provided in the Declaration or this Handbook, only Owners/ Residents and Commercial Occupants of The Mark, and their guests and invitees, may park in their assigned parking garage spaces.

2. **Vehicle Size.** All vehicles must fit completely within the parking space assigned and cannot be parked in a manner that restricts the ability to park in an adjacent parking space. If a vehicle does not fit in the parking space assigned, or exceeds the height of the parking garage ceiling, alternate parking outside the Project must be arranged.

3. **Number of Vehicles.** Depending on the configuration of the parking space assigned to a Condominium, parking spaces may be tandem parking (i.e. side by side), stacked parking (i.e. one vehicle parked behind the other), or a parking space for one vehicle. Only the maximum number of vehicles for which the configuration of a parking space will allow may be parked within such parking space(s). For example, if you are assigned a tandem or stacked parking space, you may only park two vehicles within your parking space. If you are assigned a parking space that is intended for only one vehicle, no more than one vehicle may be parked in such parking space. A motorcycle or any other small-motorized vehicle, such as a golf cart or scooter may be parked in a parking space in lieu of an automobile; provided, however, such motorcycle, scooter, etc. will be counted as "one vehicle" for the purposes of this section. Therefore, parking a motorcycle or other small vehicle *in addition* to the maximum number of automobiles permitted in your assigned parking space is strictly prohibited. Any vehicle(s) that exceeds the maximum number of vehicles the parking space was designed for may be towed in accordance to applicable laws or subject to fines as determined by the Board.

4. **Motorcycle Parking.** Only motorcycles, scooters or other similar motorized two-wheeled vehicles that fit wholly within a "Motorcycle Parking Space" may be parked in a Motorcycle Parking Space. Motorcycle parking spaces are available on a first come, first serve basis and must be registered with the General Manager. Limit one (1) motorcycle space per residence.

5. **Loss or Theft.** The Association does not guarantee the security of any vehicles or personal items in the parking garage. All vehicles should be locked at all times and all valuables removed from view. Neither the Association nor Association personnel is responsible for any damage, loss, or theft of a vehicle or any personal property left inside a parked vehicle.

6. **Damage.** Any Resident or Commercial Occupant causing damage to any portion of the parking garage is responsible for such damage. (Remember, Owners are responsible for their lessees. Thus, the applicable leasing Owners may be charged for such damage.)

7. **Speed, Blind Spots and Noise.** All drivers must maintain safe and proper speed and observe the maximum speed limit of 5 mph. There may be blind spots in certain areas of the parking garage. No excessive noise from vehicles or audio equipment or revving of engines is permitted.

8. **Oil Leaks.** All vehicles must be maintained in a manner to prevent oil stains in the parking garage. No oil catching or absorbing materials of any kind may be used underneath a vehicle. If a vehicle is leaking oil, it must be repaired immediately to stop the oil leak. Any excessive oil leaks or stains caused by a Resident's or a Commercial Occupant's vehicle will subject the owner of such vehicle to a cleaning fee and/or fines established by the Board.

9. **No Vehicle Maintenance.** Except for the occasional battery jump, no maintenance of vehicles is permitted anywhere in the parking garage. This includes, without limitation, washing, changing oil, light maintenance, repairs, etc.

10. **Prohibited Vehicles:** Recreational vehicles, commercial vehicles, buses, vans designed to accommodate ten (10) or more passengers, vehicles with more than two (2) axles, inoperable vehicles or parts of vehicles, aircraft, boats, jet skis, trailers, campers or unregistered vehicles, etc., or any vehicle or vehicular equipment deemed a nuisance by

the Board may not remain anywhere in the Project other than in an Owner's parking space for no more than two successive days and four total days in any calendar month or for the purpose of loading or unloading. Commercial vehicles shall not include sedans or standard size pickup trucks or vans which are used both for business and personal use, as long as the signs or markings of a commercial nature on such vehicles are unobtrusive and inoffensive as determined by the Board. These vehicles are subject to all garage and parking guidelines. The Association has no obligation to provide parking for any Service Provider.

11. **No Bicycles, Etc.** No bicycling, skateboarding, roller-skating, rollerblading or horseplay within any parking space or in any other area of the parking garage is permitted.

12. **No Storage.** Each Resident is assigned a Storage Space. These Storage Spaces are located in various areas of the parking garage. Except for within your assigned Storage Space, no items or other matter may be stored anywhere in the parking garage. Commercial Occupants do not have storage spaces assigned to them and therefore, will have no storage rights in the parking garage.

13. **Towing:** Any vehicle parked in violation of the rules contained within this section, including but not limited to, any vehicle parked in an unauthorized parking space, or on the garage apron (the concrete entry to the garage), or parked in any manner that obstructs free traffic flow, constitutes a nuisance or creates a safety hazard may be towed away at the vehicle owner's expense in accordance with applicable laws. Due to recent changes to the towing regulations in California, it is recommended that Residents and/or Owners contact only the Association (via the lobby attendant) to have a vehicle towed from the Project.

14. **Vehicle Alarms.** Should a vehicle alarm continue to sound for an unreasonable amount of time, the General Manager or a staff member of the Association may hire a locksmith and take whatever action necessary to stop the noise at the vehicle owner's expense. Vehicle alarms that do not automatically shut-off after a specific amount of time are strictly prohibited at the Project.

15. **Disabled Parking Spaces.** Certain parking spaces in the parking garage will be designated for use by disabled persons ("**Disabled Parking Spaces**"). Such Disabled Parking Spaces may be assigned by the Association to disabled Owners on a first-come, first-served basis. To qualify for a Disabled Parking Space, an Owner must provide evidence of its disabled status in form of a valid disabled placard issued by the San Diego Motor Vehicle Department (or its equivalent) to the Association. If a Disabled Parking Space is assigned, such assignment is in lieu of one of the parking spaces to which an Owner would otherwise be entitled. There is no guarantee that a Disabled Parking Space will be available to all Owners who qualify for disabled parking. In the event, an Owner no longer needs the Disabled Parking Space assigned; such Disabled Parking Space may be exchanged for a non-disabled parking space at the Project. However, the Association cannot guarantee another parking space will be readily available. If exchanged, the exchange shall be entered into the books of the Association. The Association shall keep track of all assigned Disabled Parking Space in its records.

16. **Exchange or Lease:** Owners may exchange parking spaces with or lease a parking space to another Owner at the Project. Owners may execute a parking space lease with another Owner or the Association with the intention of allowing a resident to use that parking space. The exchanging/leasing Owners must complete the appropriate forms required by the Association to properly document the lease/exchange so that the Association records can be updated. The General Manager will provide the necessary forms upon request. Only Owners at The Mark may exchange or lease the parking space assigned to its Condominium. Under no circumstances may a parking space be leased or rented to a person that is not an Owner at the Mark. If available, the Association may lease Association owned parking spaces to Owners.

LOADING DOCK

The loading dock can be used for deliveries and moving large items from 8am to 8pm. Both Residents and Commercial Occupants may use the loading dock during normal business hours as determined by the Board.

Vehicles may be parked temporarily within the loading dock but only to the extent necessary to load or unload. Such temporary parking shall not be for unreasonable periods of time or obstruct the free flow of traffic. No parked vehicle may be left unattended at any time. If necessary, the General Manager or other Association personnel has the right to require any vehicle parked within the loading dock to be moved at any time.

ANIMALS/PETS

1. **Maximum Number.** Each Condominium at The Mark may maintain a maximum of two (2) dogs or two (2) cats or a combination thereof. Fish in aquariums holding no more than thirty (30) gallons of water, birds inside birdcages, and domestic reptiles and rodents kept within appropriate enclosures may also be kept as household pets, so long as they do not result in unreasonable annoyance to other Residents and/or Commercial Occupants.
2. **Registration.** In addition to complying with all applicable license and health requirements mandated by the City and/or County, each pet maintained at The Mark must be registered with the Association. Pet registration will include taking a picture of the pet and submitting the required form so that each pet at the Project can be easily identified. All pets must wear a current license tag at all times. Loose, unattended pets found without a license or identification tag may be reported to the local Animal Control for pickup.
3. **Prohibited Pets.** Pursuant to Section 4.9 of the Declaration, pets can be restricted from the Project. Any pet which is allowed to unreasonably threaten the physical or emotional well-being of any Owner or resident, or which is allowed to create a nuisance or disturbance or cause damage to property as may be determined at the sole discretion of the Board, may be required to be permanently removed from the Project. Except in an emergency situation warranting an application for the issuance of a temporary restraining order or preliminary injunction, prior to requiring the permanent removal of a pet, the Owner of the Condominium shall be provided with Individual Notice and an opportunity to be heard by the Board. If any pet is deemed dangerous or a nuisance by the Board, after Notice and Hearing, such pet must be removed from the Project as directed by the Board. In addition, no pets may be kept in the Project for breeding or commercial purposes.
4. **Obedience Class.** The Association has the right to require an owner of a pet maintained at the Project deliver proof that a pet has successfully completed obedience classes in the form of a certificate or other documentation.
5. **Leash Use.** All dogs and cats must be on a leash, with a maximum length of six (6) feet, at all times when traveling through the Common Area. If a retractable/extendable leash that can extend beyond six (6) feet is utilized, such Resident or Commercial Occupant is required to lock the leash or hold the leash so that it does not extend beyond six (6) feet. Only persons capable of controlling the pet must be in control of the leash at all times while in any Common Area.
6. **Lobby Restrictions.** Pets must be under the control of their owner at all times while in the lobby and other common areas.
7. **Waste Control and Disposal.** No pet owner shall allow their pet to deposit fecal matter or urinate within any portion of the Common Area, including, without limitation, the Courtyard, The Mark Lane and the exterior of The Mark building. All pet owners must take their pet to the public street or other area wholly outside the Project to urinate, etc. If your pet accidentally deposits fecal matter within the Project, the pet's owner must promptly clean up such matter. All pet waste must be placed in a tightly sealed plastic bag before being disposed of. Using paper bags to dispose of any pet waste is strictly prohibited. To avoid odors in the Common Area, no pet waste may be disposed of in any Common Area trash receptacle, other than the trash dumpsters in the loading dock. 1. Pet waste shall not be disposed of through the drainage system in the project or tossed over a railing/wall of any outdoor space.
8. **Unattended Pets.** No pet shall be tied to trees or any exterior building structure, even temporarily. A pet must be kept within the Condominium when their Owner is away or cannot attend to the pet, PETS ARE NOT ALLOWED TO REMAIN IN THE OUTDOOR SPACES WHEN THEIR OWNER IS AWAY. Barking dogs on Outdoor Spaces or inside a Condominium, or any other excessively noisy pet that disturbs the quiet enjoyment of other Residents or Commercial Occupants will not be tolerated. Any Resident, who allows a pet access to its patio or deck, must avoid allowing its pet to urinate or deposit fecal waste in such areas. If an "accident" does occur, all pet waste must be removed immediately to avoid odor and unsightly staining. IN NO EVENT SHALL PET WASTE BE WASHED OFF TO ANY COMMON AREA OR OWNER'S OUTDOOR SPACES.
9. Additionally, no pet may be bathed or groomed, at any time, within any Common Area, including, without limitation, Outdoor Spaces.
10. **Outside Pets.** Pets that are regularly brought to The Mark by outside persons must be registered with the Association and must abide by all pet rules specified in the Condominium Documents. In the event that any outside pet becomes disruptive, the Board reserves the right to forbid outside pets from the building. The Board and Association reserve the right to determine which outside pets must be registered.

11. **Owner Responsibility.** Each pet owner shall be absolutely and solely liable to other Residents and/or Commercial Occupants and their guests for injury to persons or damage to property caused by such pet. Additionally, any damage to the Common Area caused by a pet will be repaired and possibly replaced at the pet owner's expense, including, without limitation, claw marks, urine stains, scratches and marks from your leash rubbing on the corner of walls, etc.

12. **Prohibited Areas of the Courtyard.** Pets are prohibited from the Courtyard area, including the cement walkways. However, since Residents of Townhome Units must travel through the Courtyard to reach the elevator that accesses the parking garage, such Residents may carry their pets through the Courtyard when walking to and from the elevator. If a Townhome Owner's pet is too large to carry, such Owner must ensure its pet remains on the cement walkway at all times when traveling through the Courtyard. Any pet owner that allows its pet to relieve itself within the Courtyard may be subject to fines and/or clean up fees as set by the Board. Any and all damage caused to the Courtyard, including, without limitation, yellowing grass, claw marks, damage to flowers and flowerbeds, caused by a pet, will be the responsibility of the pet owner.

13. **Human Assistance Animals.** Human-assistance animals, such as Seeing-Eye dogs, may be exempt from any rule in this Handbook that interferes with their duties as a reasonable accommodation. Requests for reasonable accommodation and notice of any exemption claimed by a Resident or Commercial Occupant must be sent in writing to the Board in a timely manner.

RESALE/RENTAL AND REAL ESTATE PROFESSIONALS

All Owners are responsible for assuring that any real estate professional(s) retained to assist an Owner with the sale or lease of its Condominium is fully aware of, and comply with the terms of this Handbook and other Condominium Documents. The following phrase shall be included in any listing agreement: "This agency relationship may be immediately terminated if the undersigned real estate professional violates the Rules and Regulations of The Mark or other provisions of Condominium Documents of The Mark Condominium Owners Association."

Any Owner selling/leasing its Condominium must first provide the following information to the General Manager before any real estate professional(s) may enter the Project in connection with the sale or offering for sale of its Condominium:

(a) Name, company, telephone number, cell phone number and email address of the real estate professional(s).

(b) A written statement authorizing the real estate professional(s), escrow officer(s), and any other persons assisting the Owner, to receive responses to disclosure requests.

(c) A list of real estate professionals (alphabetized by last name) who have authority from the Owner to show its Condominium to prospective buyers. Access will be in accordance with Association policies, and access will be denied to anyone not provided on such list.

(d) Written notification to the General Manager of any changes in the Owner's listing agreement with its real estate professional(s) that affects access to the Condominium or the Project.

Except for "designated open houses" authorized through the policy established by the Board, no open houses are permitted at the Project. The Board shall have the right to deny the request for any open house at its sole discretion.

No signs, flags, banners, or the like advertising the sale or lease of a Condominium may be displayed within any Common Area. However, certain signage may be displayed from within a Residential Condominium. Review the signage section of the Architectural Guidelines for more detail. Commercial Condominiums are not subject to these signage restrictions but are subject to the signage criteria and restrictions set forth in the Commercial Guidelines. Commercial Occupants should review the signage section of the Commercial Guidelines for more details.

Upon sale of a Condominium, the name of the purchaser and the purchaser's contact information shall be provided to the General Manager when escrow is opened for the Condominium. Additionally, a copy of the recorded deed must be delivered to the General Manager as soon as it is available. Each new purchaser will be required to attend an orientation session presented by the General Manager prior to moving in.

For the lease of a Condominium, additional requirements are set forth in the Residential Guidelines and Commercial Guidelines. Review the appropriate section of the Residential Guidelines or Commercial Guidelines, as applicable, for more detail on the leasing requirements for your Condominium.

WATER DAMAGE; EXTENDED ABSENCE RESPONSIBILITIES

If a Condominium is left unattended for an extended period of time, all Residents and/or Commercial Occupants are responsible for taking the necessary precautions to avoid water damage that could be caused by leaks in their absence. Always make arrangements for someone to check on the Condominium if the Condominium will be left vacant for any extended period.

All Residents and/or Commercial Occupants must comply with the Association's Water Intrusion and Mold Policy attached to the back of this Handbook.

SERVICE PROVIDER RULES

Service Provider Responsibility: All Service Providers are subject to the "Service Provider Rules," for The Mark, a copy of which is available from the General Manager. All Service Providers are subject to restrictions and provisions of this Handbook and all other Condominium Documents in addition to the Service Provider Rules. To ensure all Service Providers are aware of the rules and requirements of The Mark, an Owner should provide its Service Provider(s) with a copy of the Service Provider Rules prior to commencing any work at the Project. All Service Providers must find parking outside of the Project.

Owner Responsibility: Each Owner is responsible for any violations by its Service Provider of rules in this Handbook, the Service Provider Rules, any other Condominium Documents, and/or the Architectural Guidelines. Additionally, each Owner is responsible for any activities by any Service Provider that violates local or state governmental restrictions, such as dumping pollutants through the drainage systems of the Project.

ENFORCEMENT OF CONDOMINIUM DOCUMENTS

The Association has the responsibility and right to enforce compliance with the Rules and Regulations set forth in this Handbook and the terms of any other Condominium Document. Depending upon the severity and frequency of the violation and the violator, the choice of enforcement procedure(s) and/or the enforcement remedy utilized may vary.

Any Owner may report violations to the Association by submitting a written notice to the General Manager describing the violation in detail. Similar notices will not be accepted from a lessee. Except for emergency situations, any lessee who wishes to report a violation must coordinate such violation notice(s) through the Owner of its leased Condominium. The General Manager may also report any violations within the General Manager's personal knowledge or as described to the General Manager by other Association personnel who has personal knowledge of the violation.

RULES ENFORCEMENT AND FINING SCHEDULE

The Association, through its designated agent, and/or any Owner, has the right to enforce the Association's Rules and Regulations. This right includes requesting the violator to cease the offending action, taking legal action against the violator and making a complaint to the Board of Directors. Once a resident gives the Board of Directors a written complaint that a rule has been violated, the Board will investigate the allegation and may take action against the offending resident, including but not limited to, fining or specially assessing, if appropriate, or instituting legal action. However, nothing in this section obligates or requires the Board of Directors or authorized committee to take any action against an individual resident. The Board of Directors, in making this decision, will determine the costs and benefits of taking such action.

A. DUE PROCESS:

Prior to the imposition of any fine, individual Reimbursement Assessment or suspension of rights, the Owner shall be given notice and an opportunity to appear in person or in writing before the Board of Directors or appropriate committee.

B. ENFORCEMENT GUIDELINES:

GENERALLY, though not necessarily, the Association will adhere to the following schedule:

1. First Offense: Warning Letter and Request to Correct Violation (if applicable). Possible imposition of fine not to exceed \$100.00, Reimbursement Assessment to reimburse the Association for actual costs incurred to compel compliance, suspension of privileges.
2. Second Offense: Possible imposition of fine not to exceed \$100.00, Reimbursement Assessment to reimburse the Association for actual costs incurred to compel compliance, suspension of privileges. Institution of Alternative Dispute Resolution and/or Internal Dispute Resolution. Possible filing of lawsuit.
3. Third Offense: Possible imposition of fine not to exceed \$100.00, Reimbursement Assessment to reimburse the Association for actual costs incurred to compel compliance, suspension of privileges. Institution of Alternative Dispute Resolution and/or Internal Dispute Resolution. Possible filing of lawsuit.

Depending on the severity and frequency of the violation and violator, the choice of the enforcement procedure(s) and/or the enforcement remedy utilized may vary.

The Association reserves the right to institute any of the above-referenced enforcement measures regardless of whether it is a first offense, second offense, etc.

Reimbursement Assessments. The Association may impose an assessment to reimburse the Association for costs of repairing damage to the Common Area, or to reimburse the Association for costs incurred in bringing the Owner's Condominium into compliance with the Condominium Documents, including, but not limited to, legal fees, upon Notice and Hearing as described above.

Immediate Cure. Notwithstanding the foregoing, under circumstances involving conduct that constitutes (a) an immediate and unreasonable infringement of, or threat to, the safety, security or quiet enjoyment of Owners, Residents, Commercial Occupants and/or Association personnel; (b) a traffic or fire hazard; or (c) a threat of material damage to or destruction of the Common Area, the Board, or its authorized representative, may undertake any appropriate corrective or legal action without providing a Notice and Hearing. The General Manager and other Association personnel have the right to enter any Condominium, pursuant to the requirements of Section 7.3(b) of the Declaration, to address such circumstances and such person(s) entering will not be liable to the Owner of the Condominium for any acts of trespass or any damage that could not be avoided. Additionally, depending on the severity and urgency of the circumstances, the Association may immediately take any appropriate legal action, such as obtaining a Temporary Restraining Order or any other applicable legal remedy.

Other Remedies. The Association may take any other actions or a combination of actions, as permitted under the Condominium Documents and/or applicable law.



RESIDENTIAL GUIDELINES

RESIDENTIAL GUIDELINES

INTRODUCTION

These Residential Guidelines set forth the Rules and Regulations for all Residents at The Mark and are meant to complement the Community Guidelines.

Each Owner of a Residential Condominium (sometimes referred to herein as “**Residential Owner**”) must remember a Residential Owner remains responsible for the actions of its lessee(s). Therefore, it is important that all Residents review, understand and comply with these Residential Guidelines. For clarification of any of the Rules and Regulations set forth herein, please contact the General Manager.

RESIDENTIAL ACTIVITIES WITHIN THE COMMON AREA

Because the recreational amenities and all other portions of the Common Area of the Project are to be enjoyed by all Residents, the following general rules of good conduct must be observed at all times.

1. **Noise.** Please use common sense and courtesy in regard to voice levels, unnecessary noises and boisterous conduct while within the Common Area. This includes, but is not limited to, televisions, stereos, cell phones and/or other sound emitting devices. Keep the volume of all such devices and electronics at a reasonable level, taking into account the time of day, so other Residents are not disturbed.
2. **Damage.** All Residents should take special care not to damage any portion of the Common Area. If any damage is attributed to a particular Residential Owner, its lessees, guests, employees, pets, or Service Providers, such Owner will be responsible for reimbursing the Association for any costs to repair the damage. Additionally, such Owner may also be subject to certain assessments and other rights of the Association as provided in the Declaration.
3. **Safety and Obstructions.** For safety reasons, obstruction of the lobby, corridors, hallways or entranceways throughout the Project is strictly prohibited. Accordingly, any item left unattended in the Common Area will be subject to removal without reimbursement or notice to the owner of such item.
4. **Waste.** All trash or waste must be deposited in appropriate waste containers, trash chute or the dumpster in the main trash room, which is located adjacent to the loading dock area on Ninth Avenue. Leaving trash or trash bags, even temporarily, in the corridors, hallways, parking garage, or any portion of the Common Area is strictly prohibited.
5. **Antennas and Signs.** All antennas and signage at The Mark are subject to approval by the Architectural Committee. Please refer to the Architectural Guidelines at the back of this Handbook for more details.
6. **Drilling.** UNDER NO CIRCUMSTANCES, SHALL A RESIDENT HAVE THE RIGHT TO DRILL INTO THE WALLS, FLOOR OR CEILING FOR ANY REASON WITHOUT THE PRIOR WRITTEN CONSENT OF THE ARCHITECTURAL COMMITTEE. Failure to comply with this requirement may result in severe damage to the structural integrity of the Project and such non-complying Resident will be responsible for all resulting damage, including any claims or actions brought by another Resident or Commercial Occupant at The Mark affected by such drilling. Additionally, some Residential Condominiums are constructed within a “Post-Tension Concrete System” that is subject to additional requirements. Please refer to the Architectural Guidelines for more details.
7. **Association Equipment.** Each Resident benefits from the equipment and furnishings within the Common Area. Therefore, Residents may not borrow or remove any equipment or property belonging to the Association at any time.
8. **Solicitation.** Advertising materials, pamphlets, newspapers or any other printed matter may not be distributed within the Project or placed on any vehicles parked at the Project. This restriction includes door-to-door solicitation, fundraising, and other similar activities.
9. **Skateboards, Scooters, etc.** Riding skateboards, scooters, bicycles or rollerblades is strictly prohibited within the Common Area, including, without limitation, the parking garage, the Courtyard, the lobby, the pool and spa area, and The Mark Lane.

10. **Smoking and Odorous Matters.** Except for any Outdoor Space, smoking is strictly prohibited in all Common Areas, including, without limitation, the pool and spa area, the fitness center, the grilling areas, elevators, conference room, lobby, corridors and hallways, parking garage, the Courtyard, and The Mark Lane. As defined in the Association's CC&Rs, Outdoor Spaces include the Exclusive Use Deck Areas and Patio Areas. Smoking is "provisionally" permitted in these areas, subject to the limitations set forth in these Rules & Regulations and the Association's CC&Rs.
11. No odorous matters shall be emitted upon or about the Project in such quantity or manner as to be readily detectable outside the physical boundaries of the Outdoor Space or Unit within which such odor was generated. Except for when accessing a Condominium or for an authorized move, front doors to the Condominiums shall remain closed in order to control odors from cooking, smoking of any kind, and other odors from being emitted therefrom.
12. No discharge of air pollutants, contaminants, odors, or smoking is permitted which is sufficient to create a nuisance to any other Condominium. Nuisance is defined in CC&Rs, Article IV, Section 4.4.
13. **Emergencies.** Should an emergency situation occur, Association personnel and emergency personnel have the authority to enter a Residential Condominium and/or Storage Space, if necessary, by forcible entry. Any person entering upon a Residential Condominium to address an emergency shall be subject to no liability to the Resident(s) for trespass or other act necessary under the circumstances.
14. **Drying or Laundering.** Exterior clotheslines shall not be erected, maintained or hung on any Outdoor Space or within any other Common Area. Exterior drying or laundering of clothes, towels or other items within an Outdoor Space is strictly prohibited.
15. **Alarms.** Any alarm installed or connected in a Residential Condominium must be monitored by a certified alarm company. Contact information for the alarm company must be provided to the General Manager. Each Resident must update the contact information with the General Manager for an alarm service provider, as appropriate. In the event an alarm is set-off and not addressed within a reasonable amount of time, the General Manager or other Association personnel may enter the Residential Condominium and take all actions necessary to quiet the alarm. Additionally, if any Residential Condominium will be left unattended for any extended period of time, the applicable Resident must arrange for a local contact to be available to address emergencies or other alarm issues.
16. **Vibrations and Noise.** Residents may not attach fixtures or equipment to the walls or ceilings of any Residential Condominium, which will cause vibrations, noise or other type of unreasonable annoyance or damage to other Residents. Devices such as ceiling-mounted music devices, televisions or surround sound systems, including, but not limited to, wall mounted speakers and other audiovisual devices must not come in contact with any demising wall and must be installed in conformance with the Architectural Guidelines. All speakers must be supported by appropriate acoustic platforms, such as speaker stands, so they are not placed directly on the floor.
17. **Waterbeds.** Waterbeds are not permitted in any Residential Condominium, including the Townhome Units. Failure to adhere to this restriction may cause substantial damage to other Condominiums and/or the Common Area.
18. **Hazardous Materials.** No hazardous, toxic, noxious, contaminated materials or any materials that may cause noxious odors shall be stored, placed or used anywhere within the Common Area or a Residential Condominium. Any Resident who receives written notice from the Association indicating an item in their possession violates this restriction must take all necessary actions to remove such item immediately upon receiving such notice. In the event the item(s) is not removed within ten (10) days, the General Manager may remove or cause the item(s) to be removed and charge the applicable Residential Owner for any costs associated with such removal. If the Board, in its sole discretion, determines that imminent danger to life safety or health will result from such materials, the Board may cause such materials to be summarily removed.
19. **No Dumping.** No person shall discharge into the Project's sewer system, storm drain any toxic or noxious matter which may be detrimental to or endanger the public health, safety, welfare, violate any law. Failure to adhere to this restriction may subject the violating Resident to liability under state and federal law for any clean-up, personal injury or damage caused to another Condominium or any other portion of the Project.
20. **No Additional Equipment.** Except those items installed during the original construction of the Project, no air conditioning, water softener, reverse osmosis system or other similar water treatment machinery may be installed within any portion of a Residential Condominium, including any Outdoor Space.

21. **Drainage on Outdoor Spaces.** Drainage facilities are situated within an Outdoor Space and must be kept free of debris, including but not limited to dog excrement, hose water, etc. and any other material that may impede the flow of water. If a Resident fails to maintain such drainage and damage to person or property results, the Association can access such Outdoor Space for the purpose of clearing debris and other material and the applicable Owner will be responsible for any costs incurred by the Association in connection with such maintenance.

RESIDENTIAL USE AND CARE OF THE COMMON AREA

1. **Obligation of the Association.** The Association is responsible for maintenance of the Common Area in accordance to the Declaration and the Association Maintenance Manual. An Owner who has rented or leased its Residential Condominium is not entitled to use any of the recreational facilities during the term of its lease agreement with its lessee(s). Such Owner can only access the other portions the Common Area to the extent necessary to enforce its rights under the lease agreement.

2. **Use of Common Area**

(a) No portion of the Common Area may be used for residential or lodging purposes.

(b) Residents are responsible for the actions of any children under their charge while in the Common Area, including any children visiting the Project as a guest. For safety reasons, children less than six (6) years of age may not use certain portions of the Common Area without being accompanied by an adult, including, without limitation, all elevators, corridors, hallways, the Courtyard and the lobby. Additional age restrictions that pertain to particular recreational facilities described herein are provided in the respective sections of this Handbook. For the purposes of this Handbook, the term "adult" shall mean a responsible person of at least eighteen (18) years of age. The Association has the right to change any age restrictions/requirements at any time in the future.

(c) All guests must be accompanied by a Resident while using any recreational facilities or be The Association reserves the right to require all guests be registered with the Front Desk at The Mark. Any damage caused to any Common Area by a Resident's guest(s) will be the responsibility of the hosting resident.

(d) Except for within an assigned Storage Space, no items may be stored or maintained within the Common Area. This includes, but is not limited to, floor or door mats, potted plants, signs, pictures, paintings, or furniture. Any personal property left in any portion of the Common Area will be immediately removed by the Association without the obligation of prior notice or reimbursement.

(e) Dusting off items or cleaning personal property within the Common Area is strictly prohibited.

(f) Each Resident must consider the appropriateness of his or her clothing while in the Common Area. Attire appropriate for each portion of the Common Area must be worn at all times. For example, footwear, shirts, and cover-ups must be worn when walking through the lobby, stairwells, and hallways, cooking in the grilling area, riding elevators, etc. Swimsuits must only be worn while enjoying the pool area or spa area. Athletic shoes and gear must be worn while using an apparatus or other machines and in the fitness center.

(g) Propping doors open or preventing any access doors or gates within the Project from locking is strictly prohibited.

(h) The roof and mechanical rooms of the Tower are not accessible to Residents.

(i) Bicycles must be walked at all times in the Common Areas, including The Mark Lane, courtyard, lobby, and all other Common Areas.

3. **Swimming Pool and Spa**

(a) The pool and spa are open from 6:00 a.m. to 11:00 p.m. daily, except for scheduled maintenance. Hours of operation are subject to change by the Board. Additional rules may be posted at the pool and spa area and must be observed.

(b) The pool and spa are accessed through the gates. Climbing over the fence to enter or exit the pool and spa area is strictly prohibited. The gates to the pool and spa area must remain closed and locked at all times.

(c) NO LIFEGUARD IS ON DUTY - The Association does not employ lifeguards. All persons using the pool and spa do so at their own risk. The Association is not liable for injury or harm caused to any person while using the pool or spa.

(d) SAFETY EQUIPMENT HAS BEEN PROVIDED FOR EMERGENCY USE ONLY. Emergency lifesaving equipment may only be used in the event of an emergency.

(e) Appropriate swimming attire is required at all times. Except for diapers that are specifically intended for pool use, no diapers may be worn in either the pool or spa. All residents must wear cover ups in the tower at all times. Cover ups may also be required below the waist, residents should consider the appropriateness of their attire when going to and leaving from the pool/spa area.

(f) Elderly persons, pregnant women, infants, and those with health conditions requiring medical care should consult with a physician before using the spa since the spa is heated. Using the pool or spa with open cuts, wounds, rashes or communicable diseases that can affect others is strictly prohibited.

(g) Intoxicated persons or persons under the influence of narcotics, drugs, or medication that adversely affects a person's motor skills are prohibited.

(h) No person under fourteen (14) years of age may be in the pool and spa area without being accompanied by an adult.

(i) No glass, breakable containers, kegs, or sharp objects are permitted.

(j) No foreign objects, foreign substances (bubble bath, soap, etc.) or any type of flotation devices are permitted in the pool or spa. However, notwithstanding the foregoing, water wings for small children are allowed in the pool but not in the spa. Residents may enjoy beverages while in the pool or spa.

(k) Wheeled toys or vehicles, including, without limitation, skateboards, rollerblades, roller-skates or bicycles are not allowed in the pool or spa area at any time.

(l) Diving, running, pushing or other aggressive activity in or around the pool or spa area is strictly prohibited.

(m) Restrooms and showers are only to be used while enjoying the pool or spa. No Resident may use such facilities for regular bathing or in lieu the amenities of its Residential Condominium.

(n) All musical devices must be battery operated and confined to the user's personal space with head/earphones. Additionally, as a courtesy to others, cell phones may not be used in speaker mode.

(o) Except for service or assistance animals, pets are strictly prohibited in the pool or spa area. Service animals are not permitted to be in the water in the pool/spa.

(p) All persons must leave the pool and spa area if maintenance crew requests the area be temporarily vacated for cleaning and/or service, or as otherwise noticed by Association personnel.

(q) The Association reserves the right to limit, on a reasonable basis, the number of people using the pool and spa at any given time.

(r) Each residence may host a maximum of four (4) guests in the pool/spa area during "peak" usage times. "Peak" usage times are weekends, holidays, and school vacation periods. During non-peak times, each residence may host no more than nine (9) guests in the pool/spa area.

(s) No airborne items (i.e. footballs, tennis balls, etc.) in the pool/spa area at any time.

(t) No squirt guns, hoses, or other water toys are permitted.

(u) The Association, through its managing agent/personnel may post additional or modified pool/spa area from time to time, and residents must conform to and abide by therewith.

4. **The Mark Lane**

(a) There is no parking within The Mark Lane at any time. Any vehicle parked, even temporarily, will be towed in accordance to all applicable laws at the vehicle owner's expense.

(b) No vehicle that emits extraordinary noise or loud audio equipment is permitted. All vehicles must be equipped with adequate noise control devices to avoid causing unreasonable disturbance.

(c) All drivers must maintain a safe and proper speed and observe all traffic signals while driving on The Mark Lane.

(d) Skateboarding, rollerblading, roller-skating, or bicycling is strictly prohibited. All such items must be carried or walked until reaching a public street.

(e) All pets must be carried while traveling through The Mark Lane.

5. **The Courtyard**

(a) No pet is allowed on the grass at any time.

(b) Removing, damaging, modifying or augmenting any of the landscaping within the Courtyard is strictly prohibited.

(c) Glass, breakable containers, and kegs are not permitted in the courtyard area.

(d) All residents must put all furniture and/or other items back to its proper place

(e) The Courtyard area may be subject to The Mark Condominium Owner's Association Courtyard Agreement, available at the front desk

6. **Courtyard Community Space**

(a) The courtyard community space is open from 8:00 a.m. to 10:00 p.m. daily, except for scheduled maintenance or when a member reserves the area for private use. The hours of operation are subject to change by the Board. Additional rules may be posted at space and must be observed.

(b) The community space is accessed through the gates. Climbing over the fence to enter or exit the area is strictly prohibited.

(c) All persons using the community space do so at their own risk. The Association is not liable for injury or harm caused to any person while using the area.

(d) No Smoking. No Vaping. Smoking of any kind is strictly prohibited in all common areas of the community.

(e) Fire extinguisher(s) are onsite for emergency use only.

(f) Persons appearing under the influence alcohol, narcotics, drugs, or medication that adversely affects a person's motor skills are prohibited.

(g) No person under (6) years of age may be in the courtyard community space without being accompanied by adult supervision. Residents are responsible for the actions of any children under their charge while in the Common Area, including any children visiting the Project as a guest, please see Community Handbook Residential Guidelines Common Area.

(h) No glass, breakable containers, kegs, or sharp objects are permitted. Utensils, including knives, are permitted.

(i) All musical devices must be battery operated and confined to the user's personal space with head/earphones. Additionally, as a courtesy to others, cell phones may not be used in speaker mode. The television is captioned only.

(j) Except for service or assistance animals, pets are strictly prohibited in the area.

(k) All persons must leave the area if the maintenance crew requests the area be temporarily vacated for cleaning and/or service, or as otherwise noticed by Association personnel.

(l) The Association reserves the right to limit, on a reasonable basis, the number of people using the area at any given time. Maximum Capacity - 73 people.

- (m) Running, pushing or other aggressive activity in or around the area is strictly prohibited.
- (n) Wheeled vehicles, including, without limitation, skateboards, rollerblades, roller-skates or bicycles are not allowed in the area at any time.
- (o) No squirt guns, hoses, or other water devices are permitted.
- (p) No jumpers, bouncers or inflatable houses are permitted.
- (q) No cooking or heating up food (marshmallows s'more, etc.) over the fire pits.

7. **Courtyard Community Space Agreement**

- a) Please see page 59 of the Community Handbook Guidelines.

8. **Fitness Center**

- (a) The fitness center is available 24 hours daily.
- (b) All persons using the fitness center do so at their own risk. Neither the Association nor any Association personnel is liable for injury or harm caused to any person.
- (c) No children under the age of fourteen (14) years of age may use the fitness center without the accompaniment of an adult. Additionally, children under six (6) years of age are strictly prohibited from using the equipment in the fitness center.
- (d) Athletic shoes and gear must be worn at all times in the fitness center.
- (e) All persons using the fitness center must bring their own towel and must wipe down equipment after each use. Residents must wipe down all equipment after use.
- (f) No personal property may be stored or left unattended in the fitness center. Any items left in the fitness room unattended will be removed without notice or reimbursement to the owner.
- (g) No glass containers or food are allowed in the fitness center. Water and other liquids are permitted but must be in a plastic, sealed container.
- (h) All machinery and equipment are available on a first-come, first-served basis. However, workouts on any particular apparatus or machine are limited to thirty (30) minutes if others are waiting to use the apparatus or machine.

- (i) Pets are strictly prohibited in the fitness center.
- (j) All musical devices must be battery operated and headsets must be worn at all times. Additionally, as a courtesy to others, cell phones may not be used inside the fitness center.
- (k) All personal trainers coming to train a Resident must obtain prior approval from the Association before commencing any training sessions by providing the General Manager the following: (i) evidence of the appropriate certification from a recognized national organization; (ii) proof of insurance naming the Association as an additional insured; and (iii) the originals of fully executed liability waivers or other forms as required by the Board. Only Residents may be trained in the fitness center. Personal trainers may not bring outside clients to The Mark or use the fitness center as the main location for their services. No personal training session may exclude other persons from using the fitness center at any time. All personal trainers are subject to the rules of this Community Handbook and the terms of the other Governing Documents. If the Association suspects any personal trainer of utilizing the fitness center as its main place of business, violates any terms of this Community Handbook or the applicable use restrictions of the Governing Documents, the Association shall have the right to deny such personal trainer further access to the facilities.

9. **Conference Room**

The Conference Room is available for resident use subject to The Mark Condominium Owners Association Conference Room Agreement, available at the Front Desk.

10. **Grilling Areas**

- (a) Gas grills are available in the Pool, Spa, and Courtyard areas for the use and enjoyment of all Residents and their guests. The gas grills are available on a first-come, first-served basis.
- (b) No children under fourteen (14) years of age may be within the grilling areas without being accompanied by an adult.
- (c) After each use, the gas grills must be turned off and the surrounding area must be cleared of all trash and personal property.

11. **Bicycle Room**

- (a) A bicycle room is available in the parking garage for non-motorized bicycles of Residents. Residents must request a bicycle space with the General Manager and spaces are available on a first-come, first-serve basis. Storage of other personal items is strictly prohibited and may result in such items being removed without notice or reimbursement.
- (b) The Association reserves the right to charge a fee to use the bicycle room and if established, such fee may be changed from time to time.
- (c) If space is available, residents may lease a rack in the bicycle room for a fee to be determined by the Board of Directors. Lease agreements are available with the General Manager. Any bicycle found on a bike rack without a lease agreement, or found on another resident's leased and assigned rack is subject to removal.
- (d) Access to the bicycle room is controlled by a key that is separate from the rest of the Project. The General Manager will issue each Resident utilizing the bike room a key at the time such Resident's bicycle is registered and a signed lease agreement is remitted.

RESIDENTIAL EXCLUSIVE USE COMMON AREA

1. **Outdoor Spaces.** As defined in the Declaration, Outdoor Spaces include the decks and patios of the Residential Condominiums. Outdoor Spaces are to be used as outdoor living areas and may only contain the appropriate type of furnishings.
- (a) Improvements and decorative items, including, without limitation, any plants or other vegetation placed or installed within an Outdoor Space are subject to Architectural Committee approval. The Architectural Committee reserves the right to restrict certain potted plants and other items within any Outdoor Space. Residents

shall maintain all plantings on an Outdoor Space in a well-trimmed condition so as not to detract from the exterior appearance of the Project or to interfere with any Outdoor Space of another Residential Condominium.

(b) All furnishings are subject to Architectural Committee approval and must be equipped with protective leg caps or other similar devices to prevent damage to the surface of an Outdoor Space. Please refer to the appropriate section of the Architectural Guidelines for more details.

(c) The following items/activities are strictly prohibited within any Outdoor Space:

- Jacuzzis, hot tubs, or spas;
- any sunshade or any type of awning for the tower units only; not applicable to the townhomes;
- outdoor fireplaces, fire pits, heat lamps, barbeques, open flames, cooking devices or other similar type of apparatus;
 - The prohibition of outdoor heat lamps shall not be applicable to the townhomes
 - The prohibition of outdoor propane heaters shall not be applicable to the townhomes
- any indoor/outdoor tiles or flooring products, etc.;
- litter boxes or trash receptacles of any type;
- drying/hanging of rugs, towels, mops, clothes, etc.;
- nailing, bolting, attaching any item or piece of furniture to the floor, walls, including, without limitation, mirrors and picture frames;
- drilling of any nature;
- leaving pets unattended;
- storing objects/equipment;
- hanging of screens, linens, blankets, rugs, plants, banners, wind chimes or other similar objects;
- modifying, altering, or replacing the surface of the flooring or walls; and
- any item that exceeds the per square foot weight limitation provided in the Declaration.

(d) The Association will provide cleaning services for the exterior window surfaces of each Residential Condominium that cannot be reached by a Resident. Each Resident must cooperate with the Association to provide access to windows during cleaning. The Association will provide reasonable advance notice to Residents of scheduled cleaning dates. Certain Outdoor Spaces have been equipped with permanent window cleaning equipment. No Resident shall tamper, damage, modify or attempt to remove such equipment.

(e) Certain Outdoor Spaces have decorative metal sheeting that was installed as part of the design element for the Project. Residents are not to tamper, remove, damage or attempt to clean this metal sheeting. The Association will maintain and clean the metal sheeting as necessary. If a Resident notices problems with the metal sheeting, including the need to repair, the General Manager should be notified.

2. Storage Spaces.

(a) The Association is not responsible for any loss or damage to items placed in a Storage Space. Storage Spaces are not climate controlled, therefore, any items that may be damaged by temperature fluctuations should not be placed in a Storage Space. All Residents use the Storage Spaces at their own risk.

(b) Gas-powered machines, firearms, ammunition, fuel tanks, explosives, flammable, combustible, hazardous or noxious materials are prohibited inside any Storage Space.

(c) No modifications to the structure of the Storage Spaces are permitted, including the electrical components.

(d) Except for the interior lights originally installed, no other electrical devices may be operated inside any Storage Space.

(e) Association personnel have the right to enter any Storage Space for the purpose of addressing an emergency.

(f) Sprinkler devices have been installed in some Storage Spaces. No Resident may stack items in a manner that will block water from reaching all parts of the Storage Space in the event of a fire. As required by the Fire Marshall, all storage items must be at least eighteen (18) inches below a fire sprinkler head and no items may be hung or attached to a sprinkler head for any reason. Association personnel and the Fire Department have the right to inspect any Storage Space periodically to confirm compliance with this restriction. If the Association is cited for a violation of any of these restrictions, the applicable Owner will be charged for the amount of such fine.

RESIDENTIAL ELEVATOR USE

The Tower Elevators consist of *two passenger elevators* and *one service elevator*. The Tower Elevators provide access to each floor of the Tower and to the parking garage from the lobby area. To avoid inconveniencing other Residents utilizing the passenger elevators, the service elevator, if possible, must be used for the following circumstances:

- (1) Transporting large, oversized items such as bicycles, surfboards, furniture, large boxes; and,
- (2) Transporting construction materials or large cleaning supplies (i.e. brooms and vacuums).

All Service Providers (e.g. cleaning staff and contractors) must comply with the additional elevator rules set forth in the Service Provider Rules, which are available from the General Manager.

For the safety of all elevator users (i) elevator doors may not be propped open for any reason; (ii) the floor buttons or stop switches must not be pressed unnecessarily; and (iii) children under the age of six (6) years of age must be accompanied by an adult.

RESIDENTIAL TRASH DISPOSAL

The Tower is equipped with one trash chute and a dumpster in the main trash room (adjacent to the loading dock) to be used by all Residents living within the Tower. Residents of Townhome Units have separate trash amenities as described below. Each floor of the Tower has access to the trash chute through the door located near the stairwell entranceway. All refuse deposited into the trash chute must be securely bagged and sealed. No trash bag larger than seventeen (17) gallon bags may be sent down the trash chute. Open containers such as paper sacks, boxes, unsecured plastic bags, and/or reusable garbage cans are also prohibited. Compacted trash may not be sent down the trash chute since the velocity and weight of such trash may damage components of the trash chute. Do not use the trash chute or dumpster to dispose of volatile, flammable or hazardous materials.

When depositing trash in the chute, please make certain that all hands and fingers are away from the door before closing. Do not put your head, arms, hands, etc. inside the trash chute for any reason, since other Residents may be depositing trash at the same time. Take care to make sure trash bags do not leak while being carried to the dumpster or trash chute. Residents are responsible for damage caused by spills or leaks.

Boxes and oversized items may not be left outside the trash chute or the main trash room dumpster. All items, such as pizza boxes or other large containers must be walked down to the main trash room located in the loading dock area and placed inside the dumpster. Break down all boxes before placing such trash in the dumpster. If any trash does not fit within the dumpster, it is the Resident's responsibility to arrange disposal by some other means. Costs incurred for improper trash disposal are the Owner or Resident's responsibility.

For Residents of the Townhome Units, each Townhome Unit is provided a separate trash container for its exclusive use. The Association will provide disposal service for the Townhome Units on a schedule as established by the Board. All trash to be picked up must be placed inside the trash container provided. No item left outside its trash container by a Resident of a Townhome will be collected, including boxes or any other materials.

BATTERIES AND LIGHTBULBS OF ANY TYPE MAY NOT BE DISPOSED OF IN THE TOWNHOME UNIT CONTAINERS, THE TRASH CHUTE OR THE DUMPSTER AND MUST BE DISPOSED OF PROPERLY IN ACCORDANCE TO APPLICABLE LAW.

RESIDENTIAL MAIL AND DELIVERIES

Mailboxes for all Residential Condominiums, including the Townhome Units, are situated in the lobby of the Tower. Parcels delivered for Residents will be held for pickup. Residents are not permitted to use this service as a means to receive large quantities of merchandise for commercial reasons. The Association assumes no responsibility for the condition of any package and reserves the right to discontinue accepting deliveries for any Resident abusing this service.

RESIDENTIAL HOLIDAY DECORATIONS

1. **Timeframe.** The acceptable timeframe for winter holiday decorations is from November 25th through January 24th. All other decorations must be displayed no more than thirty (30) days prior to the day of the holiday, and must be removed within thirty (30) days after the holiday.
2. **Location.** Holiday decorations may only be displayed from inside the Residential Condominium. No Resident may place holiday decorations in the Common Area, (including Outdoor Spaces) or on the front door of any Residential Condominium. Residents may not puncture or damage the Common Area in connection with display of decorations.
3. **Lights.** Outdoor holiday lighting is permitted from November 25th through January 24th.
4. **Trees.** Only fire retardant coated Christmas trees are permitted at the Project.
5. **Disposal.** Holiday decorations, including Christmas trees, may not be disposed of in the trash chutes or dumpster at the Project. All such disposal will be as directed by the Association.

RENTAL OF RESIDENTIAL CONDOMINIUMS

1. **Rental.** A Residential Owner shall be entitled to lease his or her Residential Condominium (but not a portion thereof) subject to the restrictions set forth in the Declaration. Pursuant to Section 4.6 of the Declaration, any rental or lease must be for a period of not less than one (1) month and any advertising material shall comply with this restriction. Any leasing Residential Owner is responsible for the actions of its lessee(s) during the term of its lease agreement and will be liable for any costs associated with the violation of any provision set forth in this Handbook or any other Condominium Document.
2. **Notification.** The names and contact numbers for each lessee must be submitted to the Association within seven (7) calendar days of the execution of any lease agreement by delivering a copy of the executed lease agreement pursuant to Section 4.6 of the Declaration. Tenants will not be permitted to schedule their move in or reserve the service elevator unless the Association is in possession of an executed lease agreement which is compliant with the Governing Documents.
3. **Lease Agreement.** All lease agreements must (i) be in writing; (ii) provide it is subject to the Condominium Documents; and (iii) provide that any failure to comply with any provision of the Condominium Documents will be a default under the lease agreement.

4. **Condominium Documents.** A copy of the Condominium Documents must be provided by the leasing Residential Owner to its lessee(s).
5. **Amenities.** Privileges to use the amenities at The Mark transfers to a lessee upon the commencement date of its lease agreement. Except to the extent necessary to enforce its rights under a lease agreement, a Residential Owner shall have no right to use the Common Area during the term of a lease agreement for its Residential Condominium.
6. **Responsibility of Owner.** Every Owner is required to comply with his or her maintenance responsibilities for his or her Condominium upon leasing. Failure of leasing Owners to comply with his or her maintenance responsibilities as outlined in the Owner's Maintenance Manual and the Condominium Documents may subject such Owner to enforcement proceedings. Owners are responsible for the conduct of their tenants and lessees. In the event any lessee causes damage to the Project, violates the terms of its lease agreement or the Condominium Documents, including this Handbook, or causes the Association to incur costs, the Association will pursue available remedies against the applicable Owner.
7. **Orientation.** Orientation. All new lessees are requested to attend an orientation session with a staff member of the Association, non-attendance does not mitigate lessee's requirement to abide by the Association's documents.
8. **Timesharing.** No Residential Condominium may be divided or conveyed on a time increment basis of measurable chronological time periods. Additionally, no agreement, plan, program or arrangement under which the right to use, or occupy or possess the Residential Condominium rotates among various persons, either corporate partnership, individual or otherwise, on a periodically recurring basis for monetary or like-kind use privileges is permitted.
9. **Voting Rights.** No lessee shall have any voting rights in the Association or the right to attend any meetings held by the Association.

CORPORATE USE OF RESIDENTIAL CONDOMINIUMS

Residential Owners may offer the use of its Condominium on a temporary basis to officers, directors, employees, shareholders, members, partners, consultants or other service providers in connection with the business purposes of the Residential Owner ("**Corporate Use**").

If a Residential Condominium is used for Corporate Use, the Residential Owner intending to have its officers, directors, employees, shareholders, members, partners, consultants or other service providers (collectively, "**Corporate Users**") utilize its Residential Condominium must provide the Association with prior written notice of its intent to use its Residential Condominium in this manner, together with any and all additional information which may be reasonably requested by the Association.

Names of each Corporate User must be provided to the General Manager prior to arriving at The Mark and upon arrival each Corporate User must register with the lobby attendant to provide a departure date. Each Owner is responsible for providing Corporate Users with the appropriate keys and key fobs to access the Project.

LARGE EVENTS OR GATHERINGS IN RESIDENTIAL CONDOMINIUMS

1. **Notice.** Residents are permitted to host events within their residences, so long as the event is wholly contained within their residence and not in the common area. In the case a resident has more than twenty (20) guests the hosting resident must deliver written notice and a guest list to the General Manager. All written notices must be received at least 24 -hours in advance of an event or gathering.
2. **Access.** The hosting Resident must provide a guest list (alphabetized by each guest's last name) so that the lobby attendant can control access to the Project. Any guest whose name is not on the guest list will be denied entry beyond the lobby.
3. **Personnel.** Depending on the nature of the gathering, the General Manager may require additional personnel be provided for the event at an hourly rate established by the Board. If required, the hosting Resident will be billed for such costs.
4. **Additional Guidelines.** All large events and gatherings shall also be subject to the following:

(a) The event or gathering must be confined to the hosting Resident's Condominium. Guest parking is subject to the "Garage and Parking Guidelines".

(b) Any damage to the Common Area or any other portion of the Project arising out of the event or gathering will be the responsibility of the hosting Resident. The Association shall have the right to require a deposit for any large gathering or event subject to these restrictions.

(c) All requests for abatement of noise or conduct from the General Manager, Association personnel or other Residents must be observed. Failure to comply with such requests may result in early termination at the discretion of the General Manager or other Association personnel, as appropriate.



COMMERCIAL GUIDELINES

COMMERCIAL GUIDELINES

INTRODUCTION TO COMMERCIAL GUIDELINES

As explained in the beginning of this Handbook, The Mark is a mixed-use community comprised of Residential Condominiums and Commercial Condominiums. Cooperation between Residents and Commercial Occupants is integral to the Project's success. However, due to the distinct difference in uses of the Commercial Condominiums, the Board has adopted these Commercial Guidelines to establish use restrictions of the limited portions of the Common Area accessible to Commercial Occupants, as well as general rules for the use and maintenance of the Commercial Condominiums.

All Commercial Occupants must remember these Commercial Guidelines are in addition to and are intended to complement the Community Guidelines. The Rules and Regulations set forth in these Commercial Guidelines only apply to the Commercial Occupants and may only be amended in accordance to the procedures set forth in the Declaration, applicable law, and only after providing the Owners of the Commercial Condominiums ("**Commercial Owner**") with adequate notice and opportunity to present their position with respect to any proposed amendment.

Each Commercial Owner remains responsible for the actions of its lessee(s). Therefore, it is important that each lessee of a Commercial Condominium complies with these Commercial Guidelines.

COMMERCIAL USE OF THE COMMON AREA

As previously mentioned in the Community Guidelines, Commercial Occupants have very limited access to the Common Area. Commercial Occupants may only access the parking garage, the service elevator in the Tower, the main trash room, the loading dock, the Service Corridor and the exterior of its respective Commercial Condominium. Commercial Occupants are not permitted to use other portions of the Common Area including, without limitation, the pool, spa, the Courtyard, the conference room, grilling areas, and the fitness center.

The following rules apply to all Commercial Occupants:

1. **Noise.** Common sense and courtesy in regard to voice levels, unnecessary noises and boisterous conduct while within the Common Area must be observed at all times. A Commercial Occupant may not use its cell phone or other sound emitting devices while walking through areas of the Common Area that can be heard by Residents.
2. **Damage.** Commercial Occupants should take care not to damage any portions of the Common Area of the Project. If any damage is attributed to a particular Commercial Owner or its lessees, guests, employees or Service Providers, such Commercial Owner will be responsible for reimbursing the Association for any costs to repair such damage.
3. **Drilling.** UNDER NO CIRCUMSTANCES, SHALL A COMMERCIAL OCCUPANT HAVE THE RIGHT TO DRILL INTO THE WALLS, FLOOR OR CEILING OF ANY COMMON AREA THAT WILL AFFECT THE STRUCTURAL COMPONENTS OF THE PROJECT FOR ANY REASON WITHOUT THE PRIOR WRITTEN CONSENT OF THE ARCHITECTURAL COMMITTEE. Failure to comply with this rule may result in severe damage to the structural integrity of all or a portion of the Project and such non-complying Commercial Occupant will be responsible for all resulting damage, including any claims or actions brought by other Owners at The Mark.
4. **Emergencies.** Should an emergency situation occur, Association personnel and other emergency personnel shall have authorization to enter a Commercial Condominium to affect immediate cure, if necessary, by forcible entry. Any person entering a Commercial Condominium in an emergency situation shall be subject to no liability to the Commercial Occupant and no trespass or other wrongful act shall be deemed to have been committed by reason of such entry.
5. **No Dumping.** No Commercial Occupant shall discharge into the Project's sewer system or storm drains any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety, welfare, or violate any law.
6. **Hazardous Materials.** Except for customary cleaning supplies as permitted under the Declaration, no hazardous, toxic, noxious, contaminated materials or any materials that may cause noxious odors shall be stored, placed or used anywhere within a Commercial Condominium. Any Commercial Occupant who receives written notice

from the Association indicating an item in their possession violates this restriction must take all necessary actions to remove such item within 24 hours of receiving such notice. In the event the applicable item is not removed within 24 hours, the General Manager may remove or cause the item to be removed and charge the non-complying Commercial Owner for any costs associated with such removal.

MAINTENANCE OBLIGATIONS OF COMMERCIAL OWNERS

Because of the different purposes of a Commercial Condominium, Commercial Owners have different maintenance obligations than Residential Owners. Unlike Residents, Commercial Occupants must maintain all exterior portions of the Commercial Condominium, including, but not limited to, all entrances, doors, business signage, plate glass and fixtures in a neat and clean condition at all times. Additionally, Commercial Owners are responsible for maintaining and cleaning both the interior and exterior surfaces of its windows. The Association will not provide window-cleaning services for the Commercial Condominiums.

COMMERCIAL TRASH DISPOSAL

All trash, refuse and waste materials generated from the Commercial Condominiums must be bagged properly and carried to the main trash room adjacent to the loading dock area on a nightly basis. No separate trash service or individual trash containers will be provided for Commercial Condominiums. Commercial Occupants may use the Service Corridor to walk their trash to the main trash room. Commercial Occupants may not use the trash chute in the Tower for any reason.

All large trash items, such as cardboard boxes and other containers, must be broken down before being placed in the dumpster in the main trash room. Do not use the dumpster to dispose of odorous, noxious, volatile, flammable or hazardous materials. Leaving any trash or debris on the outside of the dumpster, within any adjacent public right of way ("**Sidewalk**") or within any Common Area is strictly prohibited. If any trash item is too large to fit in the dumpster, alternate arrangements must be made at the applicable Commercial Occupant's sole cost.

BATTERIES AND LIGHT BULBS OF ANY TYPE MAY NOT BE DISPOSED OF IN THE DUMPSTER AND MUST BE DISPOSED OF PROPERLY IN ACCORDANCE TO APPLICABLE LAW.

COMMERCIAL CONDOMINIUM USE RESTRICTIONS

1. **Commercial Use Only.** A Commercial Condominium may be only used and occupied for commercial purposes, which includes retail, sales, office or other commercial uses, as permitted under applicable City ordinances. Please refer to Section 4.34(f) of the Declaration for more information regarding commercial use restrictions. In addition to the restricted uses set forth in Section 4.34(f), no Commercial Unit shall be used for a medical/pharmaceutical dispensary, including, but not limited to, medical marijuana.
2. **Hours of Operation.** Commercial Condominiums may operate their business between 5:00 a.m. and 2:00 a.m. daily or such other hours as the Board determines to be reasonable and appropriate for the type of businesses at The Mark; provided, however any proposed time change is subject to approval and agreement from all Commercial Owners. Whenever possible, Commercial Occupants should take reasonable efforts to receive deliveries only between the hours of 8:00 a.m. and 5:00 p.m., Monday through Saturday.
3. **Promotions.** Certain promotional events may be held within a Commercial Condominium from time to time with prior written approval of the Board and the Commercial Owner; provided, however, such event is held in a manner that does not cause unreasonable disturbance or nuisances to the Residents of The Mark. The Board shall have the right to restrict promotional events to certain areas of the Project and set time limits as to when any promotional events may start and end.
4. **No Smoking.** To the extent permitted by law, smoking is allowed within a Commercial Condominium and Sidewalk in front of the Commercial Condominium. However, under no circumstances will smoking by a Commercial Occupant or its patrons or invitees be allowed within any Common Area accessible to Commercial Occupants, including the parking garage.
5. **Alarms.** Any alarm installed within a Commercial Condominium must be monitored by a certified alarm company and such service provider must remain updated on the appropriate emergency contact information for the Commercial Condominium so that any alarm set-offs can be immediately addressed. The Association or an authorized representative of the Association may enter any Commercial Condominium and take all necessary actions if an alarm

that is set-off is not deactivated within a reasonable amount of time. In such event, neither the Association nor such person authorized by the Association will be liable to the applicable Commercial Occupant for any trespass or damage caused in connection with such entry.

6. **Speakers.** Speakers and mounted music devices, televisions and surround sound systems, are permitted within a Commercial Condominium. However, such speakers must be hung in a manner to minimize sound and vibration transmission to any other Condominium. If speakers in a Commercial Condominium create unreasonable disturbances to other Condominiums, such speakers must be removed or kept at a volume that will not disturb other Condominiums. No speakers may be installed or used in a manner that emanates sound into the Common Area or the Sidewalk areas.

7. **Nuisances.** A Commercial Occupant may not allow or permit any continuing vibration, offensive or obnoxious noise or odor to emanate into the Common Area or the Residential Condominiums. All machinery installed in a Commercial Condominium must be installed/constructed in a manner to minimize any vibration or noise that may impact other Commercial Occupants and/or Residents within the Project.

8. **Commercial Parking.** A Commercial Occupant will have the right to use the parking space(s) assigned to its Commercial Condominium within the parking garage. No parking for guests, invitees, and/or patrons of a Commercial Occupant is provided at The Mark. No employees, Service Provider, patrons or invitees of a Commercial Occupant (collectively, "**Commercial Permittees**") shall be allowed to park its vehicles within the parking garage or on The Mark Lane at any time.

9. **Sidewalk Area.** To the extent permitted under the Declaration, a Commercial Occupant may use the Sidewalk area in front of its Commercial Condominium for outdoor seating or any other lawful purpose subject to the following requirements:

- (a) Any required permit, license or consent is obtained prior to such use.
- (b) All design plans and specifications for the proposed use is consistent with the Building Signage and Exterior Criteria for the Project.
- (c) All proposed use(s) must comply with applicable law and ordinances.
- (d) All debris and waste must be cleared from the Sidewalk area on a daily basis (or as frequently as may be necessary) during business hours and the Sidewalk area must be maintained in a neat and clean condition at all times by the utilizing Commercial Occupant.

The Association and Association personnel have no obligation to assist any Commercial Occupant with obtaining the proper consents, permit(s) and/or license(s) that may be required for any Sidewalk use.

10. **Signage.** To the extent provided in Section 4.34 of the Declaration, a Commercial Owner may make certain changes to the exterior of a Commercial Condominium without Architectural Review or prior permission from the Board, such as modifications or improvements to the exterior design of a store front, awning, doors and windows to accommodate signage and other advertising media for the particular type of business conducted in the respective Commercial Condominium. However, all such improvements and modifications must comply with all applicable provisions of the Condominium Documents. Under no circumstances may neon, large paper, plastic sheeting signs or signage that emits noise or vibration be installed unless approved by the Architectural Committee and the Commercial Owner. Temporary "Grand Opening" signage is permitted, but such signage must be removed within sixty (60) days of installation.

11. **Live Entertainment.** Notwithstanding any restriction of this Handbook that may indicate the contrary, live entertainment may be performed within a Commercial Condominium subject to the following rules:

- (a) The decibel level of any performance, whether by amplification or otherwise, may not exceed 65 decibels and 35 CNEL (community noise equivalent level). Reasonable requests for noise abatement from Association personnel or a Resident should be observed.
- (b) Live entertainment may only be conducted between the hours of 9:00 a.m. and 11:00 p.m.

(c) Equipment or other apparatuses, such as amplifiers, must be placed within a Commercial Condominium in a manner to minimize vibration transfer to other Condominiums within the Project.

(d) Before any live entertainment that involves fire or actions that may cause death, serious injury and/or damage to the structural integrity of the Project, certificates of liability insurance, naming the Association as an additional insured, and other waiver forms that may be required by the Board, evidencing the appropriate coverage for any liability arising from such live entertainment must be delivered to the Association by the Commercial Occupant. Neither the Association nor any Association personnel will be liable for any injury or damage arising from such performances. The applicable Condominium Occupant shall be responsible for the safety of their Commercial Permittees at all times.

COMMERCIAL MAIL AND DELIVERIES

Mailboxes for the Commercial Condominiums are located on the exterior of the Commercial Condominiums along Market Street. Each Commercial Occupant is obligated to maintain its own mailbox, including the lock and door of its mailbox. The Association is not responsible for any repairs or replacement of the mailbox, lost keys, or other related components.

All mail and deliveries for a Commercial Occupant must either be sent to its respective mailbox or to its Commercial Condominium directly. Neither the General Manager nor the lobby attendant will accept any merchandise, mail, packages or other types of deliveries on behalf of any Commercial Occupant. Additionally, neither the Association nor any personnel of the Association will be liable to any loss, damage or theft of any packages left outside a Commercial Condominium.

Commercial Occupants may use the loading dock or other areas of the Project designated by the Association, if any, (collectively, "**Delivery Areas**") for receiving and picking up deliveries. Delivery Areas are to be used for items/merchandise that will not easily fit through the front door of a Commercial Condominium. The Delivery Areas are available to Commercial Occupants between the hours of 8:00 a.m. and 5:00 p.m., Monday through Saturday. Commercial Occupants may only temporarily obstruct the Common Area near the loading dock area to the extent necessary to load and unload goods/supplies/merchandise.

No items, merchandise, etc. may be stored or left unattended (even temporarily) within the Delivery Areas. Any package, merchandise, or other item left within the Delivery Areas unattended will be removed by the General Manager or other appropriate Association personnel. Any costs related to such removal will be the responsibility of the Commercial Occupant who left such items in the Delivery Areas.

Each Commercial Occupant is responsible for any and all damage to the Common Area caused by any of its Commercial Permittees during a delivery or pickup.

COMMERCIAL HOLIDAY DECORATIONS

1. **Timeframe.** The acceptable timeframe for winter holiday decorations is from October 1st through February 5th. All other decorations must be displayed no more than thirty (30) business days prior to the day of the holiday and must be removed within ten (10) business days after the holiday.
2. **Location.** Holiday decorations may be displayed from the exterior and interior of a Commercial Condominium. However, except for the exterior of its respective Commercial Condominium, no Commercial Occupant may place holiday decorations in/on any other portion of the Common Area without prior approval from the Board.
3. **Lights.** Outdoor holiday lighting is permitted. However, if such lighting is hung on the exterior of a Commercial Condominium, no portion of such lighting may encroach onto an adjacent Condominium or Common Area of the Project. Only white lights may be used and all lighting must be hung in a professional manner consistent with a first class mixed-use project. All lights that are part of a string of lights must have every bulb lit and working properly. All lighting must be turned off at the close of business each night. Any lighting that violates these lighting requirements must be removed upon request from the Association.
4. **Trees.** Only fire retardant coated Christmas trees are permitted within a Commercial Condominium.

5. **Disposal.** Holiday decorations, including Christmas trees, may not be disposed of in the dumpster at the Project. All such disposal will be as directed by the Association. The Association shall have the right to charge a fee for such disposal.

RENTAL OF COMMERCIAL CONDOMINIUMS

1. **Rental.** A Commercial Owner may rent any portion of its Commercial Condominium. However, the applicable Commercial Owner remains responsible for all actions of its lessee(s).

2. **Orientation.** Each lessee of a Commercial Condominium will be required to attend an orientation session conducted by the applicable Commercial Owner or its authorized representative. Before any lessee may move-in, the Commercial Owner must establish access for its lessee(s) and provide a copy of this Handbook.

3. **Written Lease Agreement.** All lease agreements must (i) be in writing; (ii) provide that the lease or rental agreement is subject to all the Condominium Document(s); and (iii) provide that any failure to comply with any provision of the Condominium Documents or Owners Maintenance Manual is a default under the lease agreement.

4. **Notification.** The individual name(s) or the business entity's name and contact numbers for each lessee must be submitted to the Association within seven (7) calendar days of the execution of any lease agreement in one of the two following methods:

(a) **Option One:** A copy of the executed lease agreement is delivered to the Association.

(b) **Option Two:** A fully executed "Lease Acknowledgement Form" (available in the General Manager's office) certifying that the lease agreement contains all the requisite language and requirements as set forth in the Declaration and these Commercial Guidelines, together with a copy of a current business license and federal tax identification number for the lessee.

5. **Condominium Documents.** A copy of the Condominium Documents and the Owners Maintenance Manual must be provided by Commercial Owner to each lessee.

6. **Association Amenities.** Except to the extent to enforce its rights under a lease agreement, a Commercial Owner will have no right to use the limited portions of the Common Area accessible to Commercial Occupants during the term of a lease agreement for its Commercial Condominium. Each Commercial Owner must inform its lessee which portions of the Common Area at The Mark are restricted to Commercial Occupants, including, without limitation, the pool, spa, grilling area, the fitness room, the Courtyard, etc.

7. **Voting Rights.** No lessee of a Commercial Condominium becomes a Member of the Association and therefore, will not have any voting rights in the Association or the right to attend any meetings held by the Association. Any violations of this Handbook, the Owners Maintenance Manual or any other Condominium Documents by a lessee will be addressed with the applicable Commercial Owner and not its lessee, unless otherwise determined by the Board. The Association always has the right, but not the obligation, to address any violations or issues directly with a lessee instead of the applicable Commercial Owner.

COMMERCIAL USE OF TOWER ELEVATORS

Commercial Occupants may use the service elevator in the Tower but only for the sole purpose of accessing the parking garage. However, the service elevator is not to be used to transport merchandise, supplies, oversized items or any other business related items in mass quantity at any time. Only the Delivery Areas of the Project may be used for such items. Commercial Occupants may not use the Townhome Elevator or the passenger elevators in the Tower for any reason.

When accessing the parking garage from a Commercial Condominium, a Commercial Occupant must call the service elevator by pressing the elevator call button inside the Service Corridor. The service elevator is equipped with doors on two sides of the cabin, one of which will open directly into Service Corridor.

When accessing a Commercial Condominium from the parking garage, there is a separate call button for the service elevator. Once inside the service elevator cabin, press the "1R" which will open the "rear" doors of the cabin and allow each Commercial Occupant to exit directly into the Service Corridor. Do not push "R" when utilizing the service elevator since this will open the "front" doors of the service elevator into the lobby. If a Commercial Occupant inadvertently uses

a passenger elevator or presses the “*R” button in the service elevator to come up from the parking garage, the Commercial Occupant must exit into the lobby and proceed directly to the Service Corridor.

Each Commercial Occupant must remember that the lobby of the Tower is mainly for the use and enjoyment of the Residents at The Mark. Therefore, the use of the lobby area is very limited for Commercial Occupants. Except as provided in this section (i.e., to exit a passenger elevator from the parking garage), no other portion of the lobby is accessible to a Commercial Occupant. No Commercial Occupant may travel through the front of the lobby for any reason.

COMMERCIAL CONDOMINIUM IMPROVEMENTS

Except for Improvements that will affect the structural integrity of the Project, such as combining two Commercial Condominiums, Commercial Owners may make Improvements to the interior and exterior of the Commercial Condominium and make changes to the plumbing, (to the extent provided in the Declaration) without first obtaining approval of the Architectural Committee.

However, as set forth in the Declaration, any Improvements affecting the structural integrity of the Project will be subject to the approval of the Architectural Committee and all the restrictions and requirements set forth in the Architectural Guidelines and Standards of this Handbook. For such structural improvements, all fees and deposits established in the Architectural Guidelines and Standards will apply to Commercial Condominiums.

Failure to obtain prior approval from the Architectural Committee as required for Improvements that cause, or may cause, damage to the structural integrity of the Project or any other Condominium, if allowed to remain installed or unmodified, may result in the forced removal of such unauthorized Improvement at the Commercial Owner's sole expense and may subject such Commercial Owner to certain liabilities to the Association or another Owner at The Mark.

For the purpose of this section, any Improvements that will affect the plumbing, electrical wiring outside the boundaries of a particular Commercial Condominium or other utilities that are shared between multiple Condominiums are considered “structural” Improvements that are subject to Architectural Committee approval. Notwithstanding the foregoing, so long as all the Commercial Condominiums are owned by the same Owner, such electrical and/or plumbing modifications described herein that affect only the Commercial Condominiums (and not any of the Residential Condominiums or other portions of the Project), shall not require approval from the Architectural Committee.

AMENDMENTS TO COMMERCIAL GUIDELINES

A Commercial Owner has the right to recommend changes to these Commercial Guidelines or to promulgate other Rules and Regulations in such manner as may be deemed advisable and reasonable for the safety, care or cleanliness of the Commercial Condominiums. All proposed amendments or additional rules are subject to approval in accordance to the procedures set forth in the Declaration, the Rules and Regulations and the Election Procedures of this Handbook.



ELECTION PROCEDURES

ELECTION RULES

Effective March 18, 2020

These Election Rules (also known as Election Operating Rules) are intended to comply with the requirements of newly revised Civil Code sections 5100-5145. These rules may be further amended due to future changes in the law. Provisions in conflict with the law shall be null and void. Elections subject to these rules, where applicable, include director elections, recall elections, amendments to the Association's governing documents, regular and special assessment increases requiring membership approval pursuant to California law, and the granting of exclusive use of common area property to a member subject to *Civil Code* Section 4600.

CANDIDATE QUALIFICATIONS

A candidate for the board of directors shall meet the following qualifications at the time of nomination:

1. The candidate must be a member of the association (i.e. record owner). If title to the property is held by a legal entity that is not a natural person (i.e. LLC, corporation, trust, etc.), the entity shall have the right to appoint a natural person as the "member" for these purposes;
2. The candidate must have been a member of the association for at least one (1) year;
3. The candidate must be current in payment of the principal sum of regular assessments, and any special assessments. The member shall be considered "current" if payments have been made under protest per Civil Code Section 5658, or the member has entered into a payment plan pursuant to Civil Code Section 5665;
4. The candidate must not have a joint ownership interest in the same Unit as a person who is already serving on the Board or who is re-rerunning for a board position;
5. The candidate must not have a past criminal conviction that would if elected prevent the association from obtaining or would result in cancelation of the association's fidelity bond coverage (crime/dishonesty insurance coverage);
6. The candidate will be provided the opportunity to engage in Internal Dispute Resolution (Civil Code Section 5900 et. seq.) with respect to any disqualification.

NOMINATING PROCEDURES

The procedures for nominating a candidate for the board of directors are as follows:

1. A member may nominate themselves as a candidate if they meet the candidate qualifications.
2. A member may nominate any other member as a candidate, provided such nominee agrees to be nominated and meets the candidate qualifications.
3. The Board shall appoint a three-person nominating committee, chaired by a board member, to nominate as many candidates as there are open positions. Such nominee(s) must agree to be so nominated and meet the candidate qualifications.
4. Nominations of qualified candidates may be made from the floor at the annual meeting.

CALL FOR CANDIDATES/NOTICE OF PROCEDURE AND DEADLINE FOR NOMINATION

The Association shall provide general notice to the membership (and shall provide individual notice at a member's request) of the procedure and deadline for submitting a nomination at least 30 days before any deadline for submitting a nomination. The notice will include candidate qualifications and that the candidate has the right to participate in IDR (Internal Dispute Resolution) if the candidate is subject to disqualification.

NOTICE OF MEETING, LIST OF CANDIDATES, BALLOT DEADLINE AND RIGHT TO VERIFY ACCURACY OF MEMBER INFORMATION

The Association shall provide general notice to the membership (and shall provide individual notice at a member's request) of the following at least 30 days before the ballots are distributed (which shall also serve as the record date):

- (1) The date and time by which ballots are to be returned, and physical address to which ballots are to be returned by mail or hand delivery to the inspector;
- (2) The date, time and location of the meeting at which ballots will be counted;

- (3) The list of all candidates' names that will appear on the ballot (those nominated by the deadline for nomination and who meet the candidate qualifications) ("Candidate Registration List");
- (4) Members' right to verify accuracy of their individual information on (a) the Candidate Registration List and (b) the Voter List which shall consist of a list of members' names, voting power, and either the physical address of the voter's separate interest (Lot/Unit), the parcel number (i.e. Lot number/Unit number), or both, mailing address for the member if differing from the physical address or if only the Lot number/Unit number is used. The Association or members shall report errors/omissions on either list, which shall be corrected within two business days.

VOTING RIGHTS

Voting Power: Each Unit shall have one (1) vote, except for the election of directors, each Unit shall have one (1) vote for each vacant director position to be elected. Where there are multiple members of a single Unit, they shall decide how to cast their vote among themselves. If votes are cast on behalf of a single Unit then it shall be conclusively presumed that the vote was cast by an authorized member. If more than one ballot is cast with conflicting votes, such ballots shall be voided.

Cumulative Voting: Cumulative voting is required for all elections in which more than two directors are to be elected.

Qualifications for Voting: All members shall be entitled to receive a ballot. No members' right to vote in elections shall be suspended. Persons with a written general power of attorney for a member shall be entitled to request a ballot on behalf of such member. Only non-members (i.e. tenants, non-record owners, etc.) may be denied a ballot.

Proxies: To the extent proxies are desired to be used by a member, proxies may not be used in lieu of a ballot.

Quorum: An initial quorum of more than 50% of members is required for elections. Each ballot received by the inspector(s) or its designee shall be treated as a member for purposes of establishing a quorum.

No Write-In Candidates: No candidates other than those listed on the official association ballot or those qualified candidates nominated from the floor may be written in or added onto the ballot.

INSPECTOR(S) OF ELECTION

Inspector(s): There may be one or three inspectors of election ("Inspectors"). The board of directors shall have the authority to decide on the number of inspectors and to appoint persons to fill those positions. An inspector shall be an independent third party which may include a volunteer poll worker with the county registrar of voters, a licensee of the California Board of Accountancy, a notary public, and a member of the association who is not a member of the board of directors or a candidate for the board of directors or related to a member of the board of directors or a candidate for the board of directors. An independent third party may not be a person, business entity, or subdivision of a business entity who is currently employed by or under contract with the association for compensation, other than persons/entities in the business of performing inspector duties.

Duties of Inspectors: Inspectors may delegate the duties to be performed under California law, including but not limited to preparation and delivery of the notices and election material, correction of addresses on the Voter List, verification of members' information and signatures on the sealed/signed voter envelopes, counting/tabulation of ballots and other duties pursuant to California law, to the property management company or another designee. However, the Inspector(s) shall perform the following duties:

1. Determine the number of memberships entitled to vote and the voting power of each;
2. Determine the authenticity, validity, and effect of proxies pursuant to the association's proxy rules;
3. Receive ballots;
4. Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote;
5. Count and tabulate all votes;
6. Determine when the polls shall close consistent with the governing documents;
7. Determine the tabulated results of the election;
8. Perform any acts as may be proper to conduct the election with fairness to all members in accordance with the Civil Code, Corporations Code, and Election Rules that are not in conflict with such law.
9. The inspector(s) shall perform all duties impartially, in good faith, to the best of the inspector(s) ability, and as expeditiously as is practical. If there are three inspectors, the decision or act of a majority shall be effective in all respects as the decision or act of all. Any report made by the inspector(s) of election is prima facie evidence of the facts stated in the report.

VOTING PROCEDURES

Distribution of Material at Least 30 Days Before Election: Not less than 30 days prior to the election/deadline for voting, the following shall be mailed by first-class mail or delivered to each member:

- (1) A ballot;
- (2) A copy of these Election Rules. If the Association has a website, notice of the election rules may be provided per *Civil Code* Section 5105 (g)(4)(B)(i).
- (3) Two pre-addressed envelopes with instructions on how to return the ballot.

Voting By Secret Ballot: In order to preserve confidentiality, a voter will not be identified by name or address, or Lot/Parcel/Unit number on the ballot. The ballot itself is not signed by the voter, but is to be inserted into an envelope that is sealed. This envelope is then inserted into a second envelope addressed to the inspector(s) of election (inspector(s)). The voter then seals the outer envelope and in the upper left-hand corner prints and signs his/her name and address which entitles him/her to vote.

Voting Period: Ballots may be mailed or hand-delivered to the location/address specified by the instructions sent by the inspector or its designee. The location for return of ballots shall be the property management company unless a different location is specified. The ballot must be received by the inspectors(s) before the end of the voting period or it will be disregarded. A member may request a receipt upon delivery of a ballot. Once a secret ballot is received by the inspector(s), it shall be irrevocable.

Tabulation of Ballots: The inspector(s) or its designee will count and tabulate all votes in public at a properly noticed open meeting of the members or board of directors. Any candidate or other member of the Association may witness the counting and tabulation of the votes in a manner so as to not violate the intent of preserving the confidentiality of members' votes. No person, including a member of the Association or an employee of the management company, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated. The inspector(s) or its designee may verify the member's information and signature on the outer envelope prior to the meeting at which ballots are tabulated.

Reporting Results: The inspector(s) will promptly report the results of the election to the board. The board will record the results in the minutes of the next meeting of the board and make the results available for review by any member at any time after the results are received from the inspector(s). Within 15 days of the election, the board shall give general notice pursuant to *Civil Code* Section 4045 of the tabulated results of the election.

RETENTION AND CUSTODY OF ELECTION RECORDS

Before Election: The sealed ballots, signed voter envelopes, Voter List, proxies if any, and Candidate Registration List shall at all times remain in the custody of the inspector(s) or at a location designated by the inspector(s) until after the tabulation of the vote.

After Election: The following Association records shall also be retained by the inspector after the election/tabulation until the time allowed by *Civil Code* Section 5145 for challenging the election has expired, at which time custody will be transferred to the Association: returned/cast ballots, signed voter envelopes, Voter List, proxies if any, and the Candidate Registration List.

Recount/Challenge: If there is a recount or other challenge to the election process, the inspector(s) shall, upon written request, make such records available for inspection and review by a member or member's authorized representative. Signed voter envelopes are subject to inspection but not copying. Any recount shall be conducted in a manner that preserves the confidentiality of the vote.

ACCESS IN CONNECTION WITH ELECTIONS

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

Access to Association Meeting Space: The Association will provide access to the common area meeting space during a campaign to all candidates, including those who are not incumbents, and to all members advocating a point of view, including those not endorsed by the board, for purposes reasonably related to the election. Access shall be provided at no cost to the members and candidates.

Campaign Fund Restrictions: Association funds shall not be used for campaign purposes in connection with any Association board election. Funds of the Association will not be used for campaign purposes in connection with any other Association election except to the extent necessary to comply with duties of the Association imposed by law. Campaign purposes include, but are not limited to, the following: (a) expressly advocating the election or defeat of any candidate that is on the Association's election ballot; and (b) including the photograph or prominently featuring the name of any candidate on a communication from the Association or its board, excepting the ballot and ballot materials, or a communication that is legally required in connection with an election. This restriction does not prevent distribution of campaign materials as otherwise specifically allowed under the equal access provisions of these rules.

MODIFICATION OF RULES

These rules shall be construed in accordance with and are subject to further change pursuant to California law. No changes to these rules shall be made within 90 days of an election.



ARCHITECTURAL GUIDELINES AND STANDARDS

ARCHITECTURAL GUIDELINES

INTRODUCTION TO THE ARCHITECTURAL GUIDELINES

These Architectural Guidelines¹ are designed with the goal of maintaining the aesthetic beauty, and preserving the safety, value and desirability of The Mark. By adhering to these Architectural Guidelines, which include guidelines and standards for all improvements as well as sound and noise attenuation guidelines, all Residents and Commercial Occupants will benefit from the beauty and enjoyment of The Mark.

Prior to making any Improvements to a Condominium, an Owner must first submit a complete Architectural Application to the Architectural Committee. The Architectural Committee shall review and approve, or disapprove applications for Improvements to Condominiums and fulfill other requirements set forth in these Architectural Guidelines and the Declaration.

The Architectural Committee shall consist of no less than three or more than five members, each of whom must be an Owner at The Mark. Lessees are not allowed to volunteer or serve on the Architectural Committee. Architectural Committee must be selected according to Section 12.2 of the Declaration. The Members of the Architectural Committee receive no compensation for services rendered but are entitled to reimbursement by the Association for actual expenditures incurred in the course of their duties.

After receiving written approval from the Architectural Committee, as applicable, and complying with ordinances and regulations of applicable governmental agencies, an Owner may install Improvements, or undertake the approved action. Please review these "Architectural Guidelines" prior to completing your application form to ensure the submittal is complete. In the event of a conflict between these Architectural Guidelines and the Declaration, the Declaration shall prevail.

If at any time you have any questions regarding the review process, please contact the General Manager.

NON-APPLICABILITY TO COMMERCIAL CONDOMINIUMS

As set forth in the Declaration, a Commercial Condominium is not subject to these Architectural Guidelines unless a Commercial Owner intends to make Improvements that impacts common building systems and/or affects the structural integrity of the Project. Commercial Owners may make changes to certain portions of the Commercial Condominium, such as the front exterior and the interior of its Commercial Condominium, to modify or install business-related signage, and commercial awnings, without obtaining prior approval from the Architectural Committee. However, placing signage on other portions of the Common Area requires prior approval by the Board.

Notwithstanding the foregoing, Commercial Occupants will be subject to these Architectural Guidelines for any improvement that impacts common building systems and/or affects the structural components of the Project, including, without limitation, removal of a demising wall between two or more Commercial Condominiums. Any modifications to the electrical wiring and/or plumbing (except when all Commercial Condominiums are owned by the same Owner) that affects other Condominiums or other portions of the Project outside an Owner's Commercial Condominium will be considered a "structural" Improvement subject to these Architectural Guidelines.

PURPOSE

These Architectural Guidelines are not intended to restrict individual creativity or personal preference, but rather to assure and preserve the value, desirability, attractiveness and architectural integrity of The Mark.

¹ Section 12.4 of the Declaration provides the Board the ability to adopt these Architectural Guidelines. For the purpose of this Handbook, the term "Architectural Guidelines" shall mean "Architectural Standards," as referenced in the Declaration.

SUBMITTAL OF APPLICATION FOR ARCHITECTURAL APPROVAL

Submittal of Application: As stated above, except for non-structural Improvements within a Commercial Condominium, prior to the commencement of any Improvements within a Condominium, all Owners must first submit an application to the General Manager. The Board shall promulgate Architectural Standards for Improvements, which shall include the requirements for plans drawings and specifications to be reviewed by the Architectural Committee. Owners will be responsible for any fees set by the Architectural Committee for review of the Submittal Package (defined below) and any fees of outside consultants such as architects, engineers and contractors procured by the Architectural Committee to review the Submittal Package or perform inspections at the request of the Architectural Committee. At the time of submission of plans and specifications to the Architectural Committee, such Owner must present estimates of the commencement and completion dates for the proposed improvements with the Submittal Package.

No lessee may submit a request for Improvements to a Condominium. Only the Owner of a Condominium may send a Submittal Package to the Architecture Committee for review.

Residential Condominiums. Architectural Committee approval is required for the following proposed Improvements to Residential Condominiums:

a. **Interior Improvements:** Except for flooring in the **Townhome Units**, all interior Improvements to a **Condominium** which impact or alter any part of the Common Area and any hard surface flooring require the approval of the Architectural Committee. For the purpose of these Architectural Guidelines, the term “**Interior Improvements**” shall include, but not be limited to:

- Flooring (tile, marble, granite, wood, etc.)²;
- Moving of non-bearing walls;
- Window coverings including draperies, blinds, shades, shutters, etc.;
- Plumbing;
- Security system;
- Permanent fixtures;
- Ceilings and columns; and
- Any other Improvement, which may impair or alter the structural integrity of the building or the Condominium(s) of the Project.

b. **Electrical, HVAC/Heat and Plumbing:** New installations or changes to any originally installed electrical, HVAC/heating or plumbing of any kind require approval by the Architectural Committee.

c. **Exterior Changes or Additions:** Any changes or additions to the exterior of any Outdoor Space, including, but not limited to the walls, doors, railings, metal sheeting, and gates of an Outdoor Space, require approval by the Architectural Committee.

d. **Decorations/Plants in Outdoor Spaces:** All decorative items, furnishings, and plants placed within any Outdoor Space are subject to the approval by the Architectural Committee. However, review of any decorative items, plants and furnishings for an Outdoor Space will not be subject to any review fees or deposits described in these Architectural Guidelines. The Architectural Committee reserves the right to restrict and/or have any plants removed from an Outdoor Space.

² Pursuant to Article IV, Section 4.21 of the Declaration, any Owner who intends to install or alter hard flooring materials shall submit to the Architectural Committee, for its prior approval, specifications (including sound attenuation ratings) for all such hard surface flooring materials prior to installation.

- e. **Entry Door Hardware:** No hardware on any entry door may be replaced or removed.

Failure to Obtain Approval: Failure to obtain the necessary approval from the Architectural Committee, or failure to complete the Improvements in conformity with the plans and specifications and construction schedule, if applicable, approved by the Architectural Committee, shall constitute a violation of the Declaration and these Architectural Guidelines and may require modifications or removal of any work or improvement at the Owner's expense, in addition to any fines, assessments and/or surcharges against such Owner.

Combining Two Condominiums: Upon approval from the Architectural Committee, where an Owner has acquired fee title to two or more contiguous Condominiums, the demising wall or floor between such two or more adjoining Condominiums may be removed to combine such Condominiums so as long the Owner adheres to the following requirements: (a) outside consultants consisting of both an architect and structural engineer licensed in the State of California have approved the plans and specifications for such Improvements; The Association may also engage its own outside consultants to verify plans, review work, etc., at the expense of the applicant; (b) such Improvements do not adversely impact the structural integrity of the Project, do not contain any common utilities, and do not affect any other Condominiums or encroach upon any adjacent Condominiums or Common Area, and (d) the plans and specifications are otherwise in conformance with the requirements of the Declaration and these Architectural Guidelines. The combined Condominiums shall thereafter become one Condominium and such Condominium may not be divided without the express, written approval of the Board of Directors. However, any combining of two Condominiums as provided in this section does not affect an Owner's voting rights or any of its liabilities under the Declaration or other Condominium Documents. Therefore, such Owner remains responsible for assessments and all other costs levied by the Association for each of its Condominiums as if the Condominiums were not combined.

Requests to separate two combined Condominiums into two (2) Units shall require a separate architectural application for each Unit. As at least one Common Area wall is involved, the Owners should anticipate that the Association will, in addition to the other requirements set forth in these Guidelines and this section engage its own outside consultants to verify plans, review work, etc. at the expense of the Owner applicant.

Inspection: At any time during construction of any approved Improvements, the Architectural Committee (of any other party authorized by the Architectural Committee) shall have the right to enter a Condominium to inspect the progress or completion, as applicable, upon giving 24 hours written notice.

FIRE MONITORING SYSTEM AND FIRE SPRINKLER SYSTEM

If any portion of the fire monitoring system for the Project must to be disconnected to install an Owner's approved Improvement, such Owner must first obtain approval from the Architectural Committee and if approved, the General Manager who will coordinate the shut-off on the scheduled day(s). On the day shut-off is to occur, the requesting Owner must (i) check-in with the General Manager on the day the disconnection is to occur ("**Disconnection Day**") to confirm all arrangements are in place for the disconnection; and (ii) provide for a 24-hour per day fire watch starting on the Disconnection Day and ending when the General Manager certifies in writing to the Owner that the fire monitoring system is once again operating. The General Manager must approve the persons or company responsible for the fire watch.

ARCHITECTURAL REVIEW SUBMISSION ADDRESS

Send requests to:

THE MARK CONDOMINIUM OWNERS ASSOCIATION
C/O GENERAL MANAGER
800 THE MARK LANE
SAN DIEGO, CALIFORNIA 92101

ARCHITECTURAL REVIEW PROCESS AND PROCEDURES

Application for Approval: All applications for any Improvement requiring approval by the Architectural Committee must be submitted in writing, together with the items described below ("**Submittal Package**") to the General Manager, who will forward the Submittal Package to the Architectural Committee.

Delivery of Submittal Package: The Submittal Package may be delivered in person to the General Manager; if mailed, the Submittal Package should be sent in a manner where receipt for delivery can be obtained. This may include

personal delivery, overnight courier or any method where the General Manager acknowledges receipt of the Submittal Package in writing.

Submittal Package: In order to expedite the approval process, the Submittal Package for any Improvement (other than Outdoor Space furnishings/vegetation and window coverings) must include three (3) sets of each of the following:

- Home Improvement Form (which are available from the General Manager's office)
- Plans and specifications showing the location, nature, kind, shape, height and materials, including the color and any other requirements set forth herein clearly indicating all proposed modifications
- Floor plans (only if you are requesting permission to remove or relocate a wall)
- Description of materials and colors and material samples
- A proposed construction schedule (including proposed start and completion dates)
- Certificates of insurance for Service Providers (including contractors' exclusions and proof of valid workers compensation insurance)
- Any and all necessary permits and licenses, if applicable
- An application-processing fee in an amount established by the Architectural Committee. Please obtain a copy of the fee schedule from the General Manager.
- Names, addresses and phone numbers of all Service Providers who will work on your Condominium.

The Architectural Committee will not review an application unless all required plans, forms, fees and information for the proposed Improvement(s) are included in the Submittal Package.

Plans and specifications for Improvements must be of sufficient completeness and clarity so that the Architectural Committee will be able to make an informed decision with respect to the requested Improvements. Plans and specifications that are not of sufficient completeness or clarity, or that do not conform to applicable building codes will be rejected.

Submittal Package for Outdoor Spaces Furnishings and Window Coverings: For review of any furnishings, plants/vegetation for an Outdoor Space or window coverings, the Owner must submit one (1) copy of a picture showing such furnishings, plants, and samples of proposed fabrics and finishes for any proposed window covering to the General Manager for review by the Architectural Committee.

SUBMITTAL PACKAGE REVIEW FEES

1. **Application Processing Fee:** For each Submittal Package sent to the Architectural Committee, the Owner must pay an application-processing fee and deposit in an amount established by the Architectural Committee ("Application Processing Fee").
2. **Deposit.** In addition to the Application Processing Fees, the Owner must pay a deposit in an amount determined by the Architectural Committee to cover any damage to Common Area during the course of construction of any Improvements. Each Owner is solely liable for all damage caused by an Owner or any Service Provider of an Owner, including, but not limited to, all fines and surcharges levied against the Owner by the Architectural Committee. The Owner's liability shall not be limited by the amount of the deposit. If such costs of repairs, fines or surcharges are not promptly paid by the Owner, then all work must cease until the deposit has been replenished to an amount determined by the Architectural Committee (not to exceed the maximum amount that has been set for deposits).
3. **Outside Consultant Fee:** The Architectural Committee may also require an Owner to pay fees, costs or expenses associated with the review and approval of any plans and specifications by an independent consultant or by an architect procured by the Architectural Committee, if needed. All structural improvements must be approved by a licensed architect, sound engineer and any other person reasonably required to evaluate the design.
4. **Inspection Fee:** The Architectural Committee shall have the right, but not the obligation, to hire consultants or architects to inspect the construction of any approved Improvement at any time with 24-hour prior written notice. Owners will be responsible for any fees or costs associated with such inspection. If such fees apply, the Architectural Committee will notify the appropriate Owner and such Owner will be required to submit the additional fee(s) within ten (10) days of the request.

5. **Additional Fees:** Additional fees may be imposed if determined necessary, based upon the complexity or scope of the Submittal Package and/or to retain consultants. If such fees are determined necessary, the appropriate Owner will be notified by the General Manager and the Owner will be required to submit the additional fee(s) within 10 days of the request.

6. **Payment / Checks:** All checks should be made out to "The Mark Condominium Owners Association."

Review of Application: The General Manager shall, upon behalf of the Architectural Committee, review the Submittal Package to ensure that it contains all of the information, forms and fees required.

If the Submittal Package is complete, the General Manager will forward the Submittal Package to the Architectural Committee. The General Manager may determine and notify the Owner that, based upon the proposed Improvements or the complexity of the proposed Improvements, additional review fees will be required. The Submittal Package will not be submitted to the Architectural Committee unless the Submittal Package is completed and until such fees are paid. Failure to submit a complete Submittal Package or to include the appropriate fees with the Submittal Package will constitute an incomplete application, and the application will be returned to the submitting Owner for completion without review by the Architectural Committee. The Submittal Package may be deemed complete by the Owner unless the Owner is informed otherwise by the General Manager, within ten (10) business days after delivery to the General Manager.

The Architectural Committee will review the Submittal Package and will provide written notification of approval, approval with conditions, or disapproval of the proposed modifications to the General Manager. The General Manager will then provide written notice of the actions taken by the Architectural Committee within sixty (60) days from the receipt of the Submittal Package along with one (1) set of the Submittal Package, appropriately marked with the Architectural Committee's action. If an Owner fails to receive notice of the action by the Architectural Committee within the sixty (60) day period, then the Owner shall have the right to deliver a reminder notice in person or by certified mail, return receipt requested, to the Architectural Committee and the General Manager. If the Owner fails to receive a response within fifteen (15) days after delivery of the Owner's reminder notice to the Architectural Committee and the General Manager, the Submittal Package will be deemed approved.

If an Owner's proposal is not approved, or returned as incomplete, a revised Submittal Package may be submitted. Provided the re-submittal is prompt, and does not constitute a substantially revised proposal, the Architectural Committee will attempt to review the re-submitted application within the initial forty-five (45) day period. If the re-submittal is not prompt or includes substantially revised plans and specifications, an additional thirty (30) days may be required to complete the Architectural Committee's review.

Diligence in Construction: Upon final approval of plans and specifications of any proposed Improvement and obtaining all necessary building permits, the Owner shall promptly commence construction and diligently pursue the Improvements to completion in compliance with the construction schedule provided in its Submittal Package. An Owner must notify the Architectural Committee within seven (7) business days of becoming aware of any delays in the start or completion dates provided in its Submittal Package by delivering the General Manager written notice. However, if any date(s) as originally approved by the Architectural Committee are delayed by more than thirty (30) days, such Owner may be required to submit a new Submittal Package reflecting its revised date projections. If a new Submittal Package is required by the Architectural Committee, such Owner may be responsible for fees and deposits in connection with such new Submittal Package.

GENERAL CONDITIONS

Approval by the Architectural Committee does not constitute waiver of the requirements of any governmental agencies. Architectural approval of plans does not constitute acceptance of any technical or engineering specifications, and the Association assumes no responsibility for such. The function of the Architectural Committee is to review submittals for architectural design of Improvements, placement of Improvements, color schemes, exterior finishes and materials and similar features that are recommended for use in the Project. All technical and engineering matters are the responsibility of the Owner. In addition to the restrictions set forth in the Declaration and this Handbook, each Owner shall also comply with the following restrictions and guidelines in connection with any proposed Improvement:

1. **Building Permits:** The applicant shall obtain Architectural Committee approval of any Improvements requiring a building permit prior to requesting such permit from the City. Any required building permits must be obtained by the Owner, at such Owner's expense. The Association assumes no responsibility for failure to obtain building permits. Obtaining such permits does not waive the Owner's obligation to obtain Architectural Committee approval.

2. **Damage to Common Area:** An Owner shall be responsible for any damage to the Common Area caused by such Owner or its Service Provider(s). All applicable charges for restoration will be charged back to the Owner by the Association and are due and payable within thirty (30) days from notification to the Owner. Failure to pay within the allotted timeframe may subject such Owner to additional fees.
3. **Structural Alterations:** No structural alterations to the interior of or Common Area surrounding any Condominium shall be made and no plumbing, electrical or other work which would result in the penetration of the unfinished surfaces of the ceilings, walls or floors shall be performed by any Owner without the prior written consent of the Architectural Committee.
4. **Effect of Approval:** Approval of plans is only authorization to proceed with the authorized Improvements to the Condominium owned by the applying Owner.
5. **Building Code Requirements:** It is the Owner's responsibility to ensure that proposed modifications are consistent with applicable building code requirements and all other local ordinances and/or requirements of applicable governmental agencies. No Improvements will be permitted that could impair the structural integrity or mechanical systems of the Project, or lessen the support of any portion of the Project.
6. **Mechanic's Liens:** No Owner may cause or permit any mechanic's lien to be filed against the Project for labor or materials alleged to have been furnished or delivered to the Project or any Condominium for such Owner, and any Owner who does so shall immediately cause the lien to be discharged within five (5) days after notice to the Owner from the Architectural Committee. If any Owner fails to remove such mechanic's lien within the time specified, the Architectural Committee may discharge the lien and charge the Owner a Special Assessment for such cost of discharge.
7. **Concrete Walls or Slabs:** No Owner shall drill, penetrate or otherwise tamper with the concrete or other structural components of the Project, including any Outdoor Spaces or the Post Tension Slab System described below.
8. **Liability:** Neither the Architectural Committee nor any member thereof shall not be liable to the Owner for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans and specifications; (b) failure to obtain building permits; or (c) the construction or functioning of any Improvements.
9. **Permitted Work/NoiseHours:** Resident work/noise hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Absolutely no work is to commence before 8:00 a.m. or continue after 5:00 p.m. Noise that may disturb other residents is not permitted before 8:00 a.m. or after 5:00 p.m. Saturday work is permitted as long as it is "quiet work" and is authorized, in advance, by management. No work is permitted on Sunday.

COMPLIANCE WITH REQUIRED PROCEDURES

If any architectural change subject to Architectural Committee approval is made without obtaining such approval, the Architectural Committee may deliver a written notice of violation to the applicable Owner. The violation notice shall (1) specify a time period for removal of the unauthorized Improvement; (2) provide the corrective actions as determined by the Architectural Committee and a timeframe to perform such corrective actions; or (3) pursue any other remedy available to the Association. Upon receipt of such notice, such violating Owner shall: (i) remove the unauthorized Improvement at its sole cost and expense; (ii) take the necessary corrective measures within the time period specified in the violation notice; or (iii) appeal in writing to the Architectural Committee. If an Owner fails to appeal within fifteen (15) days of the receipt of such violation notice, the Owner will be deemed to have waived any right to appeal. Failure to remove such unauthorized Improvement or perform the corrective actions may subject such violating Owner to fines and other charges as determined by the Architectural Committee.

Upon receipt of a written appeal, the Architectural Committee shall stay the enforcement of any fine or imposition of any further fines until an appeal hearing has been concluded. Within thirty (30) days of a request for a hearing, the Architectural Committee shall schedule an appeal at a time and date to be determined by the Architectural Committee. The appeal hearing shall be conducted in an informal manner and such appealing Owner shall have the opportunity to present any information or evidence relevant to justify its Improvement or to have the applicable fine excused or mitigated. The decision of the Architectural Committee rendered after such hearing shall be final.

DISAPPROVAL BY THE ARCHITECTURAL COMMITTEE (APPEAL)

If the Architectural Committee disapproves any application or approves any application with conditions, the Owner submitting such application may appeal in writing to the Architectural Committee. The Architectural Committee must receive the written request for appeal not more than thirty (30) days following the disapproval decision of the Architectural Committee. The Architectural Committee will review and make comments to the written appeal which will be reviewed by the Board. Within forty-five (45) days following receipt of the written request for appeal, the Board shall render its written decision. The decision of the Board shall be binding and final. Failure of the Board to render a decision within this forty-five (45) day period shall be deemed a decision in favor of the appealing Owner.

INSPECTION AND CORRECTION OF WORK

Right of Inspection During Course of Construction: Upon 24-hour's notice, the Architectural Committee or a representative of the Architectural Committee may enter and inspect the Condominium during the course of construction or installation of any Improvements for the purpose of inspecting such construction and/or installation to determine whether it is performed in substantial compliance with the approved plans and specifications, the contractor's guidelines and applicable governmental rules and regulations. Consent to such entries shall constitute a condition of approval of an application for an Improvement; provided, however the Architectural Committee or its representative may not enter a Condominium without first obtaining permission of the Owner of such Condominium. Such permission shall not be unreasonably withheld by an Owner must be given within 48 hours of the request for entry. Any entry by the Architectural Committee or its representative for inspection purposes must be conducted by during daylight hours.

Notice of Completion: Upon the completion of any construction or reconstruction of any work subject to these Architectural Guidelines, written notice of completion ("**Completion Notice**") thereof must be delivered to the General Manager, on behalf of the Architectural Committee within seven (7) business days of such completion date.

Inspection After Completion: Within thirty (30) days after receiving the Completion Notice, the Architectural Committee, or its duly-authorized representative, shall have the right to enter into Condominium, to inspect such newly completed Improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved plans and specifications. If the Architectural Committee finds that such construction or reconstruction of such Improvement was not done in substantial compliance with the approved plans and specifications, it shall (1) deliver a written notice of non-compliance ("**Non-compliance Notice**") to the applicable Owner specifying the reason for the Non-compliance Notice, and provide a time frame in which such non-compliance must be corrected; or (2) commence legal proceedings to enforce compliance. If an Owner does not receive a Non-compliance Notice within thirty (30) days following the delivery of its Completion Notice as described herein, the Improvements shall be deemed to be in compliance with these Architectural Guidelines and approved by the Architectural Committee.

ARCHITECTURAL STANDARDS APPLICABLE TO ALL CONDOMINIUMS

The standards set forth below shall apply to the Improvements within the Project. These standards are in addition to the standards set forth in the Architectural Guidelines and providing more detailed information necessary for certain types of Improvements.

DRAINAGE

No proposed Improvements may interfere with the established drainage patterns, level, or grade over any Condominium or Common Area unless an adequate alternative provision is made for proper drainage and written approval is obtained from the Architectural Committee.

LIGHTING (EXTERIOR)

No exterior electrical, gas or other artificial exterior lighting shall be permanently installed, other than lighting initially installed by Declarant. Temporary lighting may be placed within an outdoor space so long as it is not permanently affixed to an exterior element, including the building façade, balcony railing, balcony/deck, or any other structure or fixture; temporary lighting may be subject to Architectural Committee approval.

POST-TENSION CONCRETE SYSTEM

Certain Condominiums at The Mark were built using a "Post-Tension Concrete System." A Post-Tension Concrete System involves placing steel cables under high tension in the concrete slab located beneath the Condominium. Therefore, any attempt to alter or pierce the foundation (e.g., sawing, cutting or drilling) could damage the integrity of the Post-Tension Concrete System and cause serious injury and/or damage to persons and personal property.

No Owner of a Condominium constructed with the Post-Tension Concrete System may (i) cut into or otherwise tamper; or (ii) permit or allow any other person to cut into or tamper with the Post-Tension Concrete System for any reason.

The following Condominiums were constructed using the Post-Tension Concrete System: 401, 410, 501, 601, 610, 701, 710, 801, 810, 901, 908, 1001, 1009, 1101, 1109, 1201, 1209, 1401, 1409, 1501, 1509, 1601, 1608, 1701, 1708, 1801, 1808, 1901, 1908, 2001, 2008, 2101, 2108, 2201, 2208, 2301, 2308, 2401, 2404, 2501, 2507, 2601, 2606, 2701, 2706, 2801, 2901, 3001, and 3101.

Owners of any of the above listed Condominiums must inform all lessees and/or Service Providers performing any type of work or improvement that the Condominium was constructed using the Post-Tension Concrete System.

STANDARDS APPLICABLE ONLY TO THE RESIDENTIAL CONDOMINIUMS

WINDOW COVERINGS AND TREATMENTS

- Acceptable Materials.** Window coverings may consist of draperies, shades or shutters. Aluminum foil or other similar material, bed sheets, paper, and the like may not be applied to windows, at any time. Temporary window coverings must be removed fifteen (15) days after the close of escrow for a Condominium. However, during initial sell out each original purchaser of a Condominium is allowed to place temporary coverings on windows for up to forty-five (45) days after acquiring fee simple title to the Condominium.
- Prohibited Materials.** Exterior wrought iron or metal bars will not be approved by the Architectural Committee and window tinting is not allowed.
- Color Consistency.** The color of curtains, drapes, shutters, blinds, and other window materials subject to view from the exterior of a Condominium must be consistent with the color scheme of the exterior façade of the Project. Only window coverings and materials, which are white, off-white or beige color and tone, are allowed. To avoid inconsistent interpretation of the color beige, the Architectural Committee has determined which shades of beige are acceptable. Samples of the acceptable shades are available from General Manager. The Architectural Committee's determination is final and binding.
- Maintenance.** Each Owner is responsible for the care and maintenance of its window coverings. Drapes, curtains, shutters, blinds, and all other window coverings must be kept in good condition. Each Owner will be required to replace shabby and torn materials/coverings exposed to the exterior.

STRUCTURAL LOAD CHANGES

The Mark is designed to support fifty (50) pounds per square foot live load as outlined in the Uniform Building Code, Table 16A, Item 12. Any modifications to a Condominium including, any Outdoor Space, that might exceed such load restriction must be approved by a structural engineer and the Architectural Committee. The requesting Owner will be responsible for any costs associated with such approval. These items include, without limitation, changes in flooring (i.e., installation of ceramic tile, marble, granite, hard wood, etc.) and the placement of pool tables, pianos, and large potted plants or trees, and aquariums.

FLOORING

Except for those floors installed by Declarant, no Owner shall install flooring (including, without limitation, tile or hardwood floors) or replace any flooring unless the prior approval of the Architectural Committee has been obtained. Any installation of hardwood flooring permitted by the Architectural Committee must include a sound control underlayment system. Installation of such sound control underlayment system shall include provisions for a perimeter insulation material which will ensure that impact noises are not transmitted into the Condominiums below the floor (either directly through the floor or by going around the floor and through the surrounding walls). The following flooring restrictions do not apply to Townhome Units. Due to the configuration of Townhome Units, any flooring modification or installation does not require the sound/vibration attenuation measures listed below.

GUIDELINES:

1. Sound Transmission Class (STC) and Impact Insulation Class (IIC) will be approximately 57 for carpet and pad.
2. Sound Transmission Class (STC) and Impact Insulation Class (IIC) will be a minimum of 55 for wood or tile. WhisperMat HW and WhisperMat CS are acceptable underlayments for wood and stone/tile installations respectively.
3. STC and impact insulation class for marble, travertine and other types of tile must comply with the minimum standard STC and impact insulation customary for such material as recommended by the Service Provider installing the flooring; provided, however, such standards are approved by the Architectural Committee.
4. All floor areas within a Condominium shall be covered with materials designed to minimize noise transmission. The installation of carpet must also include the installation of padding if the Condominium is situated on any floor above any other Condominium(s) or any Common Area.
5. Failure to ensure that flooring material and installation procedures adhere to these requirements may require removal at the Owner's expense. The Board of Directors reserves the right to require additional measures to prevent the transfer of sound.

ADDITIONAL SUBMITTAL REQUIREMENTS FOR HARD-SURFACE FLOORING

Owners subject to these flooring restrictions must submit the following (in addition to meeting the above listed requirements) for any hard-surface flooring to the Architectural Committee:

- (a) A construction drawing clearly indicating the type of flooring to be installed and the underlayment to be used to mitigate against impact noises such as footfalls. The drawing must clearly identify all materials, their composition and thickness.
- (b) A plan view drawing of the hard surface flooring area indicating the location of all adjacent partitions, cabinets, etc., with referenced details indicating the method of isolating the hard surface flooring along the entire perimeter.
- (c) A copy of the installation instructions from the acoustical floor underlayment manufacturer.
- (d) The name, qualifications, and experience of the Service Provider who will install the hard surface flooring and acoustical underlayment with a listing of his experience in the installation of floors utilizing impact insulation materials.

(e) The proposed individual(s) who will oversee the installation in order to verify that the installation is in accordance with the manufacturer's requirements.

SOUND AND VIBRATION ATTENUATION

Sound may be audible, and vibrations may be felt between Condominiums, particularly where the sound level of the source is sufficiently high and the background noise in an adjacent Condominium is very low. Each Owner shall endeavor to minimize any noise transmission from its Condominium.

GUIDELINES:

1. No holes or other penetrations shall be made in demising walls (party walls) without the prior approval of the Architectural Committee. No penetrations of any sort shall be made in the ceiling of any Condominium. Acoustical sealant shall be packed around all holes made by nails or screws when hanging items from the wall.
2. No modifications shall be made to any Condominium that would result in a reduction in the minimum impact insulation class of the Condominium.
3. Speakers for music reproduction, televisions and other audio-visual devices shall not be supported from or contact demising walls and shall be elevated from the floor by a proper acoustic platform.
4. Pianos shall have at least one-half inch (½") neoprene pads under its legs to minimize vibration transmission into the structure of other Condominiums.

SIGNS

No sign or advertising media shall be displayed on or in a Condominium that is visible from the exterior, except the following:

1. One (1) "For Sale" or "For Lease" sign that is no larger than 18 inches by 24 inches in size, and shall be of a color and style authorized by the Architectural Committee.
2. Any sign permitted or required by applicable law.
3. Signs erected by Declarant for the purpose of developing, improving or selling Condominiums.
4. Any other sign or display authorized by the Architectural Committee.



MISCELLANEOUS INFORMATION

WATER INTRUSION AND MOLD POLICY

The Association has created the following information and hereby imposes the following requirements relating to water intrusion and any damage resulting therefrom, including mold and mildew within Common Area and Condominiums at the Project.

The Federal Environmental Protection Agency guidelines specifically state that there is no practical way to eliminate all mold and mold spores in the indoor environment. Mold is found everywhere. The way to control indoor mold and mildew growth is to control moisture. As a result, each Owner must take precautions to prevent the growth of mold in the Condominium.

Preventative measures include, but are not limited to, the following: (1) regular cleaning of the Condominium; (2) frequent checking for accumulated moisture in corners and unventilated areas; (3) running fans, dehumidifiers and air conditioners to reduce indoor humidity, especially in kitchens and bathrooms; (4) stopping the source of any leak or flooding; (5) removing excess water with mops or a wet vacuum; (6) moving wet items to a dry place; (7) regularly cleaning and disinfecting indoor and outdoor surfaces; (8) having major appliances, such as furnaces, heat pumps, central air conditioners, ventilation systems and furnace-attached humidifiers, inspected, cleaned and serviced regularly by a qualified professional; and (9) cleaning the refrigerator, air conditioner and dehumidifier drip pans and filters regularly and ensuring that refrigerator and freezer doors seal properly. Further, Owners shall have the affirmative obligation to eliminate any potential source of moisture that would breed the growth of mold or mildew. For example, all sinks, bathtubs, toilets and related drips or overflows must be emptied, cleaned and affected areas dried within 24 to 48 hours. In the event of a water loss, remediation efforts must begin immediately upon discovery of the issue.

NOTE: It is the Condominium Owner's responsibility to monitor the Condominium on a continual basis for excessive moisture, water, mold and mildew accumulation, to prevent such conditions, and to address immediately such conditions should they occur. The Association will not be responsible for water damage absent a showing of negligence, if the water emanates from an area that is under the Association's control and/or is maintained by the Association, provided that proper and timely notice is provided to the Association pursuant to this policy. For example, the Association generally will not be responsible for moisture-related damage if it emanates from a leak from a roof, Common Area window leaks, plumbing in the Common Area walls, sink or toilet backups that are a result of blockage in a Common Area pipe that is the Association's responsibility to maintain, and Common Area planter boxes, except upon a showing of negligence. The Association will not be responsible for water or moisture damage caused by a leaking or dripping plumbing fixture or appliance (including a shower pan) or an overflow from a sink, toilet or bathtub/shower, as those areas/items are the Owner's responsibility. The Association is not financially responsible for any water damage which is not covered under the master insurance policy, including deductibles, personal property, or unit upgrades.

Immediately report all water leaks to the General Manager, on behalf of the Board. The Association will only be responsible for water damage if the moisture intrusion or leak is reported to the Association, in writing, within 24 hours of the Owner's discovery of the moisture intrusion leak. If an Owner allows water damage or moisture to remain in the Condominium for longer than 24 hours, the Association cannot be held responsible for resulting damage, including discoloration, mold or mildew that develops.

Should an Owner fail to maintain the Condominium in violation of the Condominium Documents and §1364(a) of the Civil Code, or fail to report water intrusion within the Condominium in a timely manner and water damage and/or mold or mildew growth results, the Owner must allow the Association and its agents access to the Condominium as needed to effectuate repairs within the Condominium and to prevent potential damage to other Condominiums and the Common Area. The cost of such repairs will be charged to the Owner in the form of an Enforcement Assessment in accordance with the Condominium Documents of the Association and Civil Code §1366 and §1367.1.

Owners are required, pursuant to Section 8.2 of the Declaration, to obtain their own insurance to cover water and moisture damage to the interior of the Condominium, personal property and liability for damage to the Common Area or another Condominium. Please refer to the Owners Maintenance Manual and the Condominium Documents for further information.

Adopted by the Board April 2007.

INSURANCE DEDUCTIBLE POLICY

In the event of a loss for which Association Master Policy coverage is used, the coverage available for Improvements within the Unit, i.e. cabinets, flooring, wall coverings, appliances, paint, fixtures, etc. would be reduced by the deductible amount.

- (a) If there is damage to the Unit which is covered by any insurance carried by the Association, the Board may, in its sole discretion, elect to submit the claim for the cost of repairs to its insurance carrier. The Board of Directors will generally not submit a claim in which there is no reasonable expectation of coverage under the Master Policy due to the deductible, or lack of coverage!
- (b) Owners shall be responsible for any costs not covered due to the deductible if the damage or loss occurs to the Owner's real or personal property, or other property for which the Owner is responsible to maintain, including, but not limited to, interior surfaces/coverings (paint, wallpaper, carpet, etc.), appliances, fixtures, cabinets, countertops, utilities, modifications, alterations, upgrades, Improvements, etc. located within the Owner's Unit.
- (c) The Association shall be responsible for any costs not covered due to the deductible if the damage or loss occurs to any item owned by the Association, or for which the Association is responsible to maintain, i.e., Common Area, structural components of the Condominium Buildings.
- (d) If there is covered damage\losses to both the Unit and Common Area, the deductible shall **first** be used to reduce the coverage to the Unit. If there are covered damages to more than one Unit, the coverage to those Units shall be reduced proportionally among the affected Units based upon the ratio of each party's cost of repair to the total costs of repair.

IMPORTANT NOTE: The Master Policy was never intended to provide coverage for improvements within the Unit. Reliance on the Master Policy tends to leave individual owners with a false sense that the Master Policy will provide the needed coverage. **It is critical for Owners to obtain insurance for the full value of Improvements within their Unit. Please do not depend on the Master Policy to afford coverage for water claims; individual owner maintained items, or Improvements within the Unit.**

SATELLITE DISH AND ANTENNA POLICY

1. **Areas Under an Owner's Exclusive Use and Control.**

(a) **Dishes.** Consistent with the Declaration, Satellite dishes and antennae designed to receive video programming services via multi-point distribution services may be installed **in an area under an Owner's exclusive use or control**¹ so long as such antennae and satellite dishes are (i) thirty-six (36) inches or less in diameter, (ii) installed in the least visually obtrusive portion of an Owner's property where an acceptable quality signal can be received, so long as such installation is not unreasonably expensive, and (iii) either screened from view or painted to match the surrounding area so as to blend in with the surrounding area, so long as such screening or painting is not unreasonably expensive.

(b) **Broadcast Antennae.** Antennae designed to receive television broadcast signals may be installed in an area under an Owner's exclusive use or control so long as (i) an acceptable quality signal cannot be received via an indoor antenna (e.g., "rabbit ears," etc.), (ii) the antenna used is the smallest size available at a reasonable cost that receives an acceptable quality signal, and (iii) the antenna is installed in the least visually obtrusive portion of an Owner's property where an acceptable quality signal can be received, so long as such installation is not unreasonably expensive.

(c) **No Installations by Lessees.** Only Owners may install satellite dishes and/or antennae as set forth in this Satellite Dish and Antenna Policy ("**Satellite Policy**"). If an Owner permits its lessee to install a satellite dish or antenna, this Satellite Policy form must be filled out by the Owner of the leased Condominium and such Owner will be responsible for ensuring its lessee complies with all the requirements of this Satellite Policy.

(d) **Notification.** After installing an antenna or satellite dish pursuant to Paragraph (a) or (b) above, the Owner must complete and submit a Notification form to the Association. The Association will inspect the antenna or satellite dish to determine compliance with the above requirements.

2. **Areas Not Under an Owner's Exclusive Use or Control.**

Owners are not permitted to install satellite dishes or antennae in areas that are not under the Owner's exclusive use or control. Such areas include portions of the Common Area, including without limitation, the exterior surfaces of the Condominium Building, any landscaped areas, the Building's roof, the exterior of the Tower, The Mark Lane, and the Courtyard, etc. In the event of a conflict between this policy and the Declaration, the language in the Declaration will prevail.

All satellite dish and/or antenna installations must comply with this Satellite Policy. By signing below, you acknowledge that you have read this Satellite Policy carefully and represent to the Association that your installation fulfills all the requirements. This form must be submitted to the Association within seven (7) business days of installation of a satellite dish or antenna.

Signature of Owner: _____ Date: _____

Name of Owner: _____

Address: _____

Home Phone: _____

Unit No.: _____

Mobile Phone: _____

Type/Model of Satellite dish or antenna: _____

¹ In addition to the interiors of the Condominiums, the areas that are under an Owner's exclusive use or control are the patios or decks (otherwise referred in the Community Handbook and the Declaration as an Owner's "Outdoor Space"); provided however, that Owners may not penetrate the ceilings, walls or floors of its Outdoor Space for such installation.

Diameter of satellite dish: _____

Satellite dish or antenna location: _____

Is a sketch of the proposed location relative to building attached?

Yes No

Is satellite dish or antenna installed on a freestanding base, pole, or tripod?

Yes No

Do any wires or conduits penetrate the window systems or structure?

Yes No

Is satellite dish or antenna screened? Yes No

Is satellite dish or antenna painted to match the Building surface or blend with surrounding?

Yes No

Date of installation: _____

Please send your completed form to the address below:

THE MARK CONDOMINIUM OWNERS ASSOCIATION
C/O GENERAL MANAGER
800 THE MARK LANE
SAN DIEGO, CALIFORNIA 92101

MAINTENANCE REQUIREMENTS FOR HEATING, VENTILATING AND AIR CONDITIONING UNITS

Owners are responsible to maintain the utility systems and equipment serving his or her Condominium, including the heating, ventilating and air conditioning units ("HVAC"). An Owners duty to maintain the HVAC means that an Owner must ensure that:

- Proper intake and outlet hoses are being used and that they are in good condition;
- The fittings are firmly attached and not corroded;
- The condenser pan is clean and draining;
- The air filter is clean; and,
- No evidence of leaking is present.

It is the duty of each Owner to have a qualified, licensed and insured contractor annually inspect the HVAC. Each Owner is also responsible to ensure that repairs recommended by the contractor are completed. If the HVAC is not in good working order, Owners are responsible for immediately repairing the HVAC.

Upon the Association's request, Owners are required to provide the Association with a written inspection report of the HVAC, and if applicable, written proof of repair completion.

If an Owner does not provide the proof of inspection of the HVAC or, if applicable, proof of repair within 15 days of the Association's request, the Association may exercise its Right of Entry as authorized by Article VII, Section 7.3 of the Declaration to access the Condominium and inspect and/or repair the HVAC, as deemed necessary by the Association. If the Association is forced to exercise the Right of Entry, Owners will be responsible for the cost of this work as authorized by the Declaration.

MOVE IN/OUT PROCEDURES

Movers:

- If movers are not on The Mark's Vendor list, we need the following items before the movers are allowed to perform work at the building:
 - Insurance certificate naming The Mark COA as additionally insured. (See service persons rules)
- Must sign in upon arrival and out upon completion

Procedures/Information:

- Owners/tenants are required to notify the Association to reserve a date and time to move in/out
- Call 619-696-9260 to reserve the service elevator (maximum of 4-hour increments)
 - Tenants – An executed copy of the lease must be provided to the Association in order to schedule your move
- There are no move in/out fees
- Loading Dock available Monday – Sunday between the hours of 8am-8pm
 - Loading dock located on 9th avenue (close to corner of Market Street)
 - Street parking only
- Unloading/staging inside loading dock only
 - Corridors, Service Hallway, and 1R (Rear Service Elevator Lobby) cannot be used to store/stage items
- Staff will instruct movers on service elevator operation
- Be careful of elevator lobby chandelier on each floor
- Bring elevator to 1st floor and notify the front desk upon completion
- All packing material and/or boxes must be removed from the building and not disposed of in our dumpsters

Solar Guidelines – Common Area Roofs

Introduction and Authority. The Mark Condominium Owners Association (“Association”) periodically receives requests from Owners to install solar panels on the Common Area roofs, the maintenance of which is the Association’s responsibility. The Board of Directors (“Board”) has adopted these Solar Guidelines in order to ensure the quality of workmanship and materials, harmony of external design, and location in relation to surrounding structures and improvements, as well as to address and avoid future damage to the roofs and the buildings. These Solar Guidelines are intended to coincide with California law and the Association’s governing documents. These Solar Guidelines are also intended to permit each Owner of a Unit to enjoy the benefits of having a solar rooftop device for household purposes, while imposing reasonable restrictions on such devices.

Applicability. These Guidelines apply only to the installation by Owners (or their contractors) of solar rooftop devices and energy systems as defined by Civil Code Sections 801.5(a)(1), 714, 714.1 and 4746 (referred to herein as “Devices”) on the Common Area roofs located above their Units. These Guidelines are not applicable to other types of solar device installations in the community, which are not permitted.

Exhibits. Exhibits A and B to these Guidelines are attached hereto and incorporated by this reference. Exhibit A is a “License, Maintenance, and Indemnity Agreement.” Exhibit B is a “Solar Application Checklist.”

General Requirements for All Solar Devices.

1. **Laws and Permits.** All Devices must comply with all applicable City, County, and State laws, regulations and codes, including all local fire department requirements. The Architectural Committee must be provided with a copy of any applicable governmental permits prior to installation of any Device.
2. **Types of Devices.** Devices are defined to include only those devices and components as specified in Civil Code §§ 801.5(a)(1), 714, 714.1 and 4746.
3. **Location.** Devices must be installed in the least obtrusive location possible and should be hidden from view to the extent possible. Devices may not encroach upon any device installed by any other owners or upon any other portions of the roof other than as permitted by the Board.
4. **Devices Must Be Installed On The Roof Of The Building Where The Owner Resides.** Owners may only request installation of Devices on the roof of the building where the owner’s unit is located. For example, tower units cannot request installation of Devices on the roofs of the townhouses.
5. **No Devices Are Permitted On The Tower Buildings.** No Devices are permitted on the roof of the Tower Buildings because there is insufficient usable solar surface area. Devices are only permitted on the roofs of the eleven (11) townhouses.
6. **Non-reflective.** Devices must, to the maximum extent possible, have their frames and racking painted black and have a non-reflective surface. Reflections/glare from any

Device shall not shine onto Common Area or any other Unit or surrounding buildings in a manner which creates a nuisance.

7. Roof Permeations. Devices should not permeate the roof membrane. If it becomes necessary to permeate the roof membrane, final installations must be pre-approved, in writing, by the Association's roof consultant to confirm the roof will be sealed and the roof warranty, if any, is not impaired. If the Association's roof consultant determines that the Association's roof warranty, if any, would be impaired by the Owner's installation of the Device, then the Owner's contractor will be required to use the Association's roof contractor for purposes of attaching for the Device to the roof. The use of the Association's roof contractor is mandatory to avoid voiding the Association's roof warranty.
8. Roof Warranty. Each Owner shall be responsible for incremental repair or replacement costs incurred by the Association which result from voiding a roof warranty or other impacts to a roof warranty attributable to the Owner's Device.
9. Flush-mounted. Devices must be flush-mounted panels wherever practical (i.e. – the plane of the array is parallel to the roof). If panels are installed on a part of the roof generally not within the view line of another Unit, the array may be tilted or raised if appropriate for maximum solar gain.
10. Ancillary Equipment. The inverter system, any battery system, and any other ancillary equipment used for the Device must be located in the garage of the Owner's Unit or in another location approved by the Association. Any system component installed on the exterior of any building, such as supply lines, return lines, conduit, control panels and distribution systems shall be installed in a manner which matches its background and minimizes visibility from the common area or the street. The Board may require that such components be painted to match the adjacent roof or building color, or that a framed chase be constructed and painted to match the building.
11. Load Considerations. No Owner shall install a Device that exceeds the load capacity or weight permitted for the roof, or the portion of the roof above the Owner's Unit. A primary concern of the Association and other Owners is that the extra weight of multiple Devices could exceed the load capacity of the roof structure and cause collapse. Owner shall provide for a review of the roof's ability to accommodate the Device signed by a licensed structural engineer.
12. Nuisance. Each Owner shall properly maintain their Device to ensure that it does not deteriorate into a visual and/or aesthetic nuisance, as determined by the Board. The Device must not produce a significant amount of heat as to damage or cause any harm to the common area (Association Property) or other Units. Should the installed Device not be properly maintained, the Board reserves the right to remove the Device (at the Owner's sole cost and expense), and/or to enforce any of its rights under the CC&Rs to ensure Owner compliance that may include, but not be limited to, fines and/or litigation.
13. Landscaping. The Owner shall take into consideration the future height of nearby trees and shrubs when planning the placement of a Device, including anticipated growth of developing trees and other plants. The Owner shall acknowledge that under no circumstance shall the Association be required to remove or otherwise alter their present, or future landscape designs, or plans, unless otherwise required by law.

14. Installation. The Device and any appurtenances must be installed by a qualified and experienced contractor who is licensed, fully insured, and bonded. Following the installation of any Devices, the Association or its vendor shall inspect the building (including the roof) to determine whether installation of the Device caused any damage. Contractors are required to indemnify or reimburse the Association or its members for loss or damage caused by the installation, maintenance, or use of the Device, including, without limitation, damage to any roofing tiles. The Owner shall be liable for any damage incurred for which the Contractor fails to provide compensation. Contractors must provide a warranty for each Device in excess of ten (10) years covering labor and materials.
15. Roof Maintenance and Replacement. The Association maintains, repairs, and replaces the roofs. Owners who install Devices acknowledge and understand that it is that Owner's sole responsibility to arrange and pay for the removal and reinstallation of such rooftop Devices within fifteen (15) days' notice that the Association deems it necessary or appropriate for maintenance or replacement of the rooftop. If such is not accomplished, the Association will remove the system as necessary for such maintenance or replacement, and the Owner assumes all cost and liability for such removal and any damage to the Device from such removal as "damage to common area." The Owner will be responsible for the cost of any damage to the roof or other property arising from the installation or maintenance of the Device. The Owner shall also be responsible for any incremental repair or replacement costs incurred by the Association which result from voiding a roof warranty or other impacts to a roof warranty attributable to the Device.
16. Roof Access. The Association shall cooperate with the Owner in providing access to the roof for purposes of installing, maintaining, repairing, and replacing the Device; however, the Association is not obligated to arrange roof access through any other Units for such purposes.

Architectural Review Procedures.

17. Written Request, Plans, and Specifications. Pursuant Article XII, Section 12.1 and Section 12.4 of the CC&Rs, prior to the installation of any Device, a completed architectural application, including the solar site survey, must be submitted to the Board and/or the Architectural Committee, in the same manner as an application for approval of any other architectural modification, addition, or alteration. Additionally, applications for solar Devices shall include a color visualization and/or simulated image or illustrated brochure of the installation. The application must be accompanied by a professional construction drawing(s) to scale for the proposed installation. The exact location and number of collectors means of attachment to the roof structure, and location of all exterior components must be shown on the drawing(s). In addition, the applicant or their contractor must provide detailed information regarding size, installation details, materials, and color, as well as how the installation will meet the requirements of these Guidelines. A brochure from the manufacturer is recommended. A site map is also required, showing the orientation of the home in relation to other properties. The site map can be created from web-based applications such as Google Maps. **All requirements of the architectural approval process must be followed, including those which are not specifically set out in this section. All legal and administrative costs to the Association in reviewing and addressing this architectural application, including the use of legal and**

architectural experts, shall be borne and reimbursed to the Association by the Owner applicant benefitting from the Device.

18. Solar Site Survey. Each application must include a “Solar Site Survey,” which (i) illustrates the placement of the Device and all ancillary components; (ii) is prepared by a licensed contractor or registered salesperson; (iii) determines the useable solar roof area; and (iv) determines an “equitable allocation” of the usable solar roof area among all owners sharing a common roof. The Association may retain its own expert to dispute or revise the Solar Site Survey, whose opinion shall be final.
19. Expert Fees. The Board (or the Architectural Committee) may, in its sole discretion, retain an expert, including legal counsel, to review an application for a Device and/or to be involved in any aspect of the approval, installation, or inspection process. If the Board (or Architectural Committee) finds it necessary to utilize an expert, the Owner will be responsible for the cost of the expert.
20. Neighbor Notification. In accordance with California Civil Code Section 4746(a)(1), an application should include a sign-off sheet containing a written acknowledgement that each Owner in the building which shares a common roof on which the proposed Device will be installed, has been notified of the application and proposed installation. Such is merely for notification and is not a right of approval or disapproval.
21. Assignment of Property Rights and Association Approval may be Conditioned. The Association may require as a condition of its approval that the Owner install the Device in a different location and/or manner than originally proposed and may set out various restrictions on installation. The Association may also require the installation of a different solar energy system of comparable cost, efficiency, and energy conservation benefits.
22. Later Modification by the Association. After installation of any Device, the Association reserves the right to require post-installation modifications to the Device and related systems or building to address health and safety issues, as well as glare or other nuisance or compliance issues raised after installation.
23. Decision in Writing. The Association shall respond within forty-five (45) days of receipt of an application with approval or disapproval. All Association decisions regarding a Device shall be in writing.

Required Agreement, Indemnification and Insurance.

24. License, Maintenance, and Indemnity Agreement. Approval of any Device will be subject to the Owner and contractor entering into a License, Maintenance, and Indemnity Agreement (“Agreement”) on a form provided by the Association. This Agreement will be in substantially the form attached as Exhibit A to these Solar Guidelines. There is a pre-paid reimbursement cost of the Owner. This agreement will be recorded against the Owner’s Unit and includes requirements that the Owner and their successors (1) be responsible for the ongoing maintenance of the Device and any resulting damage to the property of the Association or any neighboring units, (2) cooperate with the Association if the Device must be temporarily removed, such as in case of roof repair or replacement, and (3) maintain sufficient insurance to cover any damage caused by the Device as long as the Device is in place. The Owner must also provide the Association with the

corresponding certificate of insurance within fourteen (14) days of the Association's approval of the Device, and annually thereafter.

25. Runs with the Land. The Agreement discussed above is intended to "run with the land" in accordance with Civil Code Section 1468. In the event that the Owner's lender forecloses on the residence, and the Agreement is found to be out of chain of title and therefore invalid, Owner's approval is immediately revoked. The new Owner shall immediately enter into a new Agreement, or any Devices shall be immediately removed from the property. If the Owner fails to so remove, the Devices shall be considered "damage to the common area" pursuant to the Civil Code and removed by the Association at sole cost of the then Owner.
26. Indemnification. Each Owner shall indemnify, defend, and hold the Association (including its directors, officers, and managers) harmless from any and all liability from whatever source (regardless of cause or responsibility), injury, damage, suits, actions, claims, demands, causes of actions, expenses, and attorney fees and costs arising from Owner's installation, use, maintenance (or lack thereof), repair, and replacement of the Device. Owner specifically agrees that Association may select its own legal counsel, experts, and consultants in defense of any claim or legal action and that Owner shall pay all fees and costs for the same as they become due. This indemnity will not extend to claims arising from the sole gross negligence or sole willful misconduct of Association.
27. Owner's Liability Insurance. As required under California Civil Code Section 4746(a)(2), the Owner and their successors shall maintain a homeowner's liability insurance coverage policy at all times and shall provide the Association with the corresponding certificate of insurance within fourteen (14) days of approval of the application and annually thereafter. Owner shall further comply with the insurance requirements set forth in the Agreement.
28. Unauthorized Installations. Should an Owner install a solar energy device that is not in accordance with these Guidelines or was not approved by the Board, the Association may require or cause the removal of such solar energy device at the Owner's expense as "damage to the Common Area", and the Owner shall reimburse the Association for any and all expenses as damage to the Common Area, including legal expenses and/or violation fines, required to enforce these Guidelines.

**COURTYARD COMMUNITY SPACE AGREEMENT
AND RULES AND REGULATIONS**

Name	Unit Number	Type of function
Date of function	Time of function (Start & Finish) Number of Guests	
Phone Number	Email Address	

The following are functions specifically prohibited in the Courtyard Community Space:

- A. Commercial (for profit) events of any nature.
- B. Fundraisers (political, charitable organizations, etc.)
- C. Any event for which tickets are sold anywhere, or a fee is paid to the hosting resident.

Reservations will be approved on a first-come, first-service basis and will be taken no more than six (6) months in advance. Residents shall have exclusive use of the social area for the time reserved. While residents may use the area anytime it is not being used, they may not reserve the area for more than one (1) consecutive day.

Reservations are limited to 5 hours from 8:00 am – 10:00 pm Monday to Saturday. No rentals on Sundays or Federal Holidays to allow all residents to enjoy the courtyard.

Catered Events: A certificate of Insurance naming the Association as additionally insured must be obtained prior to the private event.

The Courtyard Community Space and all areas of The Mark are Non-Smoking. No Glass. No Music. No Jumpers/Inflatables.

The following are Mark’s rules pertaining to use of the Courtyard:

1. A guest list of expected attendees shall be provided at the Front Desk 24 hours prior to the start of the event.
2. Maximum Capacity 73 people.
3. Parking is subject to the parking guidelines stated in The Mark Community Handbook.
4. The resident reserving the area is responsible for paying for any loss or damage other than ordinary wear and tear.
5. The event shall be confined to the courtyard community space.
6. HOA events have priority over private functions.
7. No Reservation fee.
8. Cleaning fee – (\$150.00) – Non-refundable
9. Security Deposit \$500.00 – Refundable
10. Only owners can reserve space. Renters must have the owners make arrangements and be responsible
11. Pool guidelines remain in effect. Please refer to The Mark Community Handbook.
12. Lobby restroom is available for guest use

Please Note:

- Internet access is available through an unsecured wifi hotspot. The Mark is not responsible for any malicious software or content transmitted over the network.
- The Mark staff, office equipment and supplies are not available for use.

When a resident does not comply with the above stated rules, the General Manager AND/OR

STAFF ARE empowered by The Mark's Board of Directors to take such action as deemed necessary to remedy the situation.

I acknowledge that I am hosting this event and that I will comply with all of the above items.

Resident Signature

Date

The Mark COA Authorized Signature

Date

Office Use Only

Application _____ \$500.00 Deposit _____ **\$150.00** Cleaning _____

Sign Created _____ Deposit Returned _____ Damage(s) _____

ADDENDUM “A”

MANAGEMENT CONTACT INFORMATION

The Association’s General Manager is Metin Mohammed. You can contact him as follows:

Address:	The Mark Condominium Owners Association Attn: Metin Mohammed, General Manager 800 The Mark Lane San Diego, CA 92101
Facsimile:	(619) 696-9037
Email:	Metin@themarkhoa.com
Telephone:	(619) 696-9260