Condominium Owners Association
Project Handbook

Introduction

The Metropolitan is a prestigious high-rise residential condominium community providing many amenities not usually found in a multi-family dwelling building, while still offering the privacy and comfort of an individual home. The Metropolitan Condominium Owners Association ("Association") and The Prescott Companies, the Metropolitan's community management company ("Management"), are dedicated to assisting all residents in enjoying their homes to the fullest extent. The successful realization of this goal will be largely dependent on you.

This Project Handbook has been developed to provide residential condominium owners ("Owners") with an understanding of the rules and regulations applicable to all Metropolitan owners and their guests. The intent of this Project Handbook is to provide an outline of the proper conduct and behavior while on the property. You are encouraged to read and review the Associations' governing documents including the Declaration of Covenants, Conditions & Restrictions (CC&Rs), the By-Laws, and Articles of Incorporation ("Governing Documents"). These documents are the legal foundation of the association and are the basis of this document. While the governing documents are normally not subject to change or revision, this guide and the rules contained herein may, from time to time, be revised by the Board of Directors ("Board").

Building Address and Telephone Numbers

Please note the following information related to The Metropolitan:

Property Address	165 6th Avenue San Diego, CA 92101
Front Desk	(619) 818-2905 Calls & Text Messages
Management Company	The Prescott Companies, An Associa™ Company 1921 Palomar Oaks Way, Ste 205 Carlsbad, CA 92008 (760) 634-4700 Office

Your Association

As an Owner at The Metropolitan, you are a member of your Association, which is responsible for the maintenance, and day-to-day operations of the building common areas. Annually you and your neighbors, as members of your Association, will elect a Board of Directors to address the Association's responsibilities and to supervise the policies and services that apply to the Members.

Your Condominium Association is formed to protect, maintain and enhance the property and assets of your building. The Metropolitan Condominium Association is an organized California corporation under the California Nonprofit Mutual Benefit Corporation Law.

Annual Meetings

The State of California mandates that elections within your community be held on an annual basis and in accordance with the guidelines outlined in the governing documents. It is imperative that Owners vote and participate to establish quorum and allow Association business to be conducted. The Board will give written notice of the annual meeting along with an agenda by mail not less than thirty (30) days prior to the meeting per CA Civil Code. The notice will specify the time and place of the meeting.

Regular Board Meetings

Regular meetings of the Board shall be held bi-monthly, or on an alternative schedule, as determined by the Board, at a time and place fixed by resolution of the Board. Notice of time and place of such meeting along with the meeting Agenda shall be posted at a prominent place or places within the Common Area not less than four (4) days prior to the meeting. Consultants may be employed to guide and assist the Board of Directors in fulfilling their responsibilities. Consultants are generally used in the following areas: Landscape, Finance, Insurance, Engineering, Architectural, Management and Legal.

Special Board Meetings

Special meetings of the Board for any purpose or purposes may be called at any time by the President, or by any two directors other than the President. Written notice of the time and place of special meetings and the nature of any special business to be considered shall be posted in the manner prescribed for notice of regular meetings. Regular and special meetings of the Board shall be open to all Members of the Association, but Members who are not elected directors on the Board may not participate in any deliberation or discussion unless expressly authorized by the Board.

Financial – Monthly Assessments

Regular Assessments are due on the first of every month and become delinquent if not received within fifteen (15) days. Accounts delinquent after the fifteenth (15) will receive a late fee. Please refer to the Assessment Collection Policy that is distributed to the Membership annually in the year-end disclosure package.

This monthly assessment has two (2) separate components, the Condominium Owners Association and the Master Association. The Condominium Owners Association and the

Master Association assessments jointly cover the routine ongoing costs of such things as management, insurance, maintenance, utilities, on-site staff, window washing, preventative maintenance, etc. Please refer to the approved budgets for both the Master Association and the Condominium Owners Association for details on each Association's anticipated expenses.

A portion of your assessments will be set aside in a reserve fund that is in accordance with a specific plan adopted by the Board of Directors to defray the cost of long-term repair and replacement activities such as painting, roofing, etc. The specific components of this responsibility are specified in the Reserve Study.

Copies of the Association's annual budget and reserve study can be found on the Owner website in TownSq, distributed to the membership in the annual disclosures, and by reaching out to Management.

Management Services

The Board of Directors has retained the Prescott Companies for the professional management of your Association. Prescott will assist the Board in the protection, maintenance and enhancement of the property values within your community.

The following is a summary of services:

Common Area Maintenance: The Manager will perform routine inspections of the common amenities to ensure the Association's vendors are performing their duties pursuant to the community standards. Additionally, Prescott will monitor and track all long-term maintenance requirements to ensure maximum life is achieved for all major reserve components.

Customer Service: The dedicated on-site Community General Manager is available at the front desk, Monday through Friday between the hours of 7:00 AM-3:00 PM and by phone at **(619) 818-2905**. To reach Customer Service with The Prescott Companies, please call **(760) 634-4700** between the hours of 8:00 AM-5:00 PM, Monday through Friday.

Emergency Contact: If you are experiencing a life-threatening emergency, call 9-1-1. The OMNI Hotel staff are also available 24-hr, 7 days a week and will respond to emergency situations to help facilitate emergency personnel to your unit. Please retain the Hotel's number **(619) 231-6664**. The Prescott 24-hr answering service is **(760) 634-4700**.

Billing Collections: Should you have a question concerning your billing statement, please call and ask for Prescott's accounts receivable department. All delinquent payments will be processed according to the Association's adopted policies. To reach Prescott's accounts receivable department, call **(760) 634-4700**.

Escrow

Services: Community Archives is responsible for providing information for finance, sale, or re-sale of a property. Please visit https://communityarchives.com/. Any additional questions, please reach out to Prescott Customer Service at **(760) 634-4700**.

Record Keeping: The Prescott Companies will maintain the association's Corporate Minute Book, legal documents, financial reports and other related information. As a member, you are entitled to receive and/or inspect these documents upon written request to the Management Company. Please note that there may be charges for documents provided as required by section 4525 of the Civil Code.

Rules Enforcement: Living in a vertical environment offers many advantages but does impose some restrictions. Management works closely with the Board of Directors and Owners to follow through on all reported infractions. If you need to report a rules violation, please do so in writing. You can email the Manager at ksheldon@prescottmgt.com or mail to **165 6th Avenue, San Diego, CA 92101.**

Building Access

The Metropolitan is equipped with controlled access doors and mechanisms, CCTV system of common areas, fire-life systems and monitoring, and front desk staffing between the hours of 7:00 AM-11:00 PM. However, no building has completely secured facilities, and no warranty is made or implied as to resident's safety. It takes the vigilant observations and prompt actions of the residents to prevent accidents, unauthorized access, and reports of failure of building access systems. Please report any observed conditions and violations promptly to the Front Desk, or General Manager.

The Association does not and will not assume any risk for injury, loss or damage of any kind, directly or indirectly resulting from, or connected with, the residents' choice to issue keys to cleaning personnel, employees, visitors, etc. The Association, Board of Directors and Management shall not be liable for any occurrence or incident connected to this action.

All Owners will be assigned and issued fobs and keys at the time of move-in. These keys and fobs are a vital part of the overall security system. The loss or unauthorized distribution of these fobs or keys weakens the security system. Access to specific locations within the common area may be restricted.

If fobs and keys are lost, the Owner will be subject to a replacement charge. Fobs and keys must be returned to the Association when a change in condominium ownership occurs. There will be a charge if the keys and fobs are not returned. The Board of Directors is responsible for determining any replacement charges and, without prior notice, may change such charges.

Rules and Regulations

These rules have been established to serve as guidelines for enjoying life at The Metropolitan without infringing on the rights and common benefits of all Owners. In maintaining the quality of the community, observing and enforcing these rules and regulations is the responsibility of each Owner, resident, tenant and guest.

The rules and regulations are issued by the Board of Directors as authorized by the Covenants, Conditions, and Restrictions (CC&Rs). All Owners have received copies of the Bylaws and the CC&Rs of The Metropolitan Condominium Owner Association and Metropolitan Master Association. Owners are urged to read these documents carefully as set forth in complete and detailed form, the rights, duties and obligations of each Owner.

Although these Rules and Regulations support the CC&Rs, they do not envelop the entire document. Please read these rules carefully and be sure your family, guests and tenants understand the rules fully. If there are any questions, or if you do not have copies of all Association's documents, please contact Management or view/download them from the Owner website, TownSq.

Garage and Parking

1. Please maintain safe and proper speeds while driving in the garage areas. There may be blind spots present. It is recommended that you use your headlights while driving in the garage area.

2. All vehicles must be in operable condition when parked in a garage space. Examples of an inoperable vehicle include but are not limited to extensive sheet metal damage resulting from an accident, missing or broken safety equipment including headlights and windshields, and flat tires. Also, a car will be considered inoperable if it is not currently registered with the Department of Motor Vehicles.

3. No motor vehicle shall be left in a condition that could constitute a fire hazard. Automobile servicing or repairs, such as oil changes, engine repairs or overhauls, draining or flushing of radiators, liquids, or any other fluids of a vehicle are specifically prohibited on The Metropolitan property.

4. Owners are responsible for the maintenance of their assigned parking spaces. Vehicles with significant oil or other fluid leaks are prohibited from parking in The Metropolitan garage. If maintenance or cleanup is required in an Owner's parking space due to excessive fluid leaks, the Owner will be charged for the cost of these services.

5. Parking spaces that are the exclusive use of an Owner or Resident of a unit may be leased to other residents subject to termination of the lease upon conveyance of either condominium. Rental of a parking space shall not transfer the right to vote or any other rights of membership in the Association. Leasing parking spaces to non-residents is prohibited.

6. On a strictly voluntary basis, residents may choose to inform the Front Desk when they will be away and that their parking space(s) may be used to accommodate other

residents' visitors and guests. If some Owners feel so strongly against the proposed program, they can choose to let the Front Desk know that when they are away their spots are not to be used by others. Only unit Owners who wish to participate in this volunteer program will be afforded the right to use other unit Owner's parking spaces for their own guests.

7. The Disabled Parking space, located on level 2, is for temporary ingress/egress of no more than thirty (30) minutes on any one occasion and only with vehicles visibly displaying a California state issued ADA vehicle placard. Should a resident require more than thirty (30) minutes parking in the disabled space please contact the valet service at the OMNI Hotel.

8. Your vehicle must fit in your space and not affect your neighbor's space. Oversized vehicles may not fit in your space; therefore, they may not be parked in an Owner's assigned space.

9. **Contractors and vendors are not permitted to use available resident parking.**

10. Car alarms that repeatedly sound off or alarms that do not automatically turn off after an allotted interval will be prohibited from the garage area.

Electric Vehicle Charging

1. Requests for installation and use of an Electric Vehicle Charging Station (EVCS) must comply with state and local ordinances and are subject to California Civil Code Section 4745 (c).

2. Only an Owner, as defined in the governing documents, of a unit within the Association can make a request to install an EVCS.

3. An Owner must receive written approval from the Board of Directors on a submitted Architectural Application to install an EVCS (Civil Code § 4745(f)(1)).

4. A licensed electrical contractor must be used to install the EVCS. All contractors who perform work in or on the association common areas must be licensed and insured. If the contractor's insurance has an exclusion for "multi-family" or "multi-unit" they are essentially uninsured and will not be allowed to do any work inside the property. Electrical contractors should hold a C-10 contractor's license that can be verified through the Contractor License Board.

5. Owners will provide a certificate of insurance that names the Association, the property management company, and the Hotel as additional insured under the Homeowner's Insurance Policy per Civil Code § 4745(f)(1)(c).

6. All costs involved, including but not limited to, permits, equipment, installation, inspection, maintenance, removal, operation, and electricity usage associated with the station are the responsibility of the Owner.

7. Owner shall use Orange Charger for EVCS needs at their deeded parking space. The Board approved Orange Charger outlet(s) labeled Level I and Level II. Owners

shall purchase the outlet(s), after receiving written approval from the Board of Directors on an Architectural Application.

8. The Association shall determine the aesthetic acceptability of the proposed installation and may require that a different path of travel for the EVCS conduit to be run in order to provide a more consistent and aesthetically appealing appearance in the garage.

9. Failure to maintain all equipment involved in a first class and safe condition may result in the Owner being required to repair or remove the EVCS and any related equipment. Pursuant to similar wording in the Declaration of Covenants, Conditions and Restrictions, the Association may also undertake emergency repairs on an Owner's EVCS if deemed necessary and bill those costs to the Owner after a noticed hearing.

10. Owner shall be solely responsible to disclose to prospective buyers the existence of the EVCS and the related responsibilities imposed on the new unit Owner.

11. If the Association approves the Owner's application, the Owner shall enter into a Maintenance and Indemnification agreement with the Association. Owner shall not be allowed to commence installations of the EVCS until the Maintenance Indemnification Agreement is signed.

12. Upon completion of any approved EVCS installation, the Association may have the installation reviewed and/or approved by a duly licensed contractor/engineer, at the Owner's expense, to ensure the application and/or installation meets all regulations and codes, poses no safety issues of concern (hydrogen or other gas generation by the charging process) and that the installation will not have any detrimental effects on other residents or Association property.

13. Each Owner shall be responsible to pay for all fees and costs associated with their unit's use of the EVCS. These fees and costs may include, but are not limited to, their portion of any fees charged to the Association as well as their electricity usage and any Association administrative fees allocated to EVCS users. These charges may be billed through the charging vendor, known as Orange Charger or the Association. The annual per-kWh rate set by the Association will be included in the Association's annual disclosure notice.

14. After a noticed hearing, the Association shall have the right to turn off or otherwise disconnect power to the EVCS if the Owner fails to pay for the EVCS electricity.

15. No Owner is permitted to plug into or otherwise utilize the Association's electrical panels or outlets located in the garage, for any purpose, without written permission from the Association.

16. Due to limitations on the Association's electrical capacity, EVCS installation and usage is on a first-come, first-served basis. Once the Association meets its capacity limit, any Owners requesting an EVCS will be placed on hold until capacity is available.

17. The Association may require the application and/or installation be reviewed and/or approved by a duly licensed contractor/engineer, at the Owner's expense, to ensure the application and/or installation meets all regulations and codes, poses no safety issues (of concern: hydrogen or other gas generation by the charging process) and that the installation will not have any detrimental effects on other residents or Association property. Notice will be provided to Owner prior to any review and expense is incurred which will include an estimated cost of the review. This could also include any needed adaptation to the garage carbon monoxide sensor/ventilation system.

18. These rules may be amended or changed from time to time based on Association need and/or experience or as the technology involved changes.

Common Areas

1. Each Owner is liable to the Association for any damage to the common area landscaping, equipment, or improvements that is sustained by the negligence or misconduct of the Owner, the Owner's family, pets, tenants or guests.

2. Residents may not place furniture, signs, potted plants, or other such items outside their front door.

3. No solicitations are allowed on the property. This includes the distribution of flyers, advertisements, pamphlets, door-to-door sales, or other such methods. Please report this type of violation to the Front Desk immediately.

4. Skateboard, roller-skating, or other such devices are not allowed on walkways, or any other common area facility.

5. The roof area related mechanical rooms and their internal stairwells are off limits except in an emergency situation and such use is required.

6. Smoking is not allowed in any interior common area including building corridors, parking garage, elevator lobbies and elevators.

7. The Front Desk will handle lost and found items. Please turn in articles found within the common area to this location.

8. Never prop open a common area door or perimeter gate. This defeats the security systems in place within the building.

9. Parents and guardians are responsible for the conduct of their children. Children must not be allowed in the elevators, recreation areas, lobbies, parking garage or other common areas unless accompanied by an adult.

10. Unnecessary noise or boisterous conduct is not permitted. This includes, but is not limited to, televisions, radios and/or other sound emitting devices. Common courtesy shall be observed at all times. Consideration of your neighbors will enhance the enjoyment and tranquility of all.

11. Owners will be responsible for any and all action of their guests, lessees, contractors, employees and anyone on the premises by their instruction, invitation or permission.

12. No signs, symbols, door knockers or similar features and equipment shall be hung, installed, or attached to the door or entry area to the residential unit, which can be seen from the common area corridor and hallway.

13. Dusting, brushing, or cleaning personal belongings in any common area is not allowed.

14. Residents and their guests may not borrow or remove any equipment or property belonging to the Association.

15. Proper attire must be worn whenever entering the common areas or Association property. Shoes and shirts are required to be worn at all times while in the common areas (except within the pool and spa areas). Anyone going to and from the fitness room and pool/spa must wear a cover-up. Precautions should be taken to prevent water from dripping onto the interior surfaces and elevator flooring.

16. The lobbies and lounge areas may not be used for napping or sleeping.

17. No odorous substances shall be emitted upon or about the property in such quantity as to be readily detectable outside the physical boundaries of the space within which such odor was generated.

18. Should an emergency situation occur, the building personnel and all other types of emergency personnel have authorization to enter your residence using forcible entry, if necessary.

19. No exterior clothesline shall be erected or maintained or hung on balconies or railings within the Project and there shall be no exterior drying or laundering or clothes or any other items on any Exclusive Use Common Areas or Association property.

20. No patio, deck, terrace, balcony, parking space, or other Exclusive Use Common Area shall be used for storage purposes, including, without limitation to, the storage or bicycles, sport or exercise equipment.

Balconies

1. Only conventional patio furniture and potted plants may be placed on balconies. A drip pan must be placed under all potted plants on outside decking. Resident will be charged for clean up of any substance (s) which causes stain or discoloration to the building, having originated from their balcony. Balconies will not be used for storage of bicycles, household items, storage bins or shelves, animal shelters, litter boxes, etc.

2. Residents must submit their plans for installation of satellite dishes to The Board of Directors and the Architectural Committee for approval.

3. Conventional propane gas grills may be used on balcony decks. Charcoal grills are not allowed.

Holiday Decorations

1. The acceptable time period for winter holiday decorations starts the day after Thanksgiving and ends January 10th. All other decorations may be displayed no more than 15 days prior to the day of the holiday and must be removed within seven days after the holiday.

2. All holiday lighting must have a UL or comparable rating. Outdoor lights must be designed for outdoor use. No Resident may place holiday decorations in the Common Area or on Association Property including balcony railings, exterior front doors and common area hallways.

Rental of Residential Condominiums

An Owner shall be entitled to rent the entire Condominium (but not a portion thereof) subject to the following guidelines:

1. All Owners who rent their Condominiums shall submit names, resident contact information, and the lease agreement for their tenants to the Management Company.

2. Copies of all leases and rental agreements shall be provided to the Property Manager within ten (10) days of the agreement's effective date.

3. Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Project Documents and shall provide that any failure to comply with any provisions of the Declaration or the Project Documents shall be a default under the terms of the lease agreement. The rental period shall not be less than thirty (30) days.

4. The Owner shall provide a copy of the Governing Documents and Project Handbook to each tenant or lessee who shall, along with the Owner, sign and acknowledge terms agreeing to abide by the Rules and Regulations.

5. The Owner shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of this Declaration pursuant to the occupancy and use of the Condominium.

6. A lessee shall have no obligation to the Association to pay assessments imposed by the Association nor shall any lessee have any voting rights in the Association.

7. All Lessees' must provide proof of renters insurance to Property Manager.

8. Guests on an extended stay (over seven days) are considered members of the household and may use the facilities unaccompanied. Extended-stay guests must register with the Association and are subject to all community guidelines contained within the Project Handbook or posted in common areas and recreation areas.

Disturbances / Nuisances

1. Residents are responsible at all times for the reasonable conduct of themselves, their occupants and guests. Loud or boisterous conduct anywhere on Metropolitan property, including your residence that disturbs the comfort and quiet enjoyment of others is prohibited.

2. In the event a neighbor or guest is causing a disturbance, the person being inconvenienced should contact the Front Desk at the time of the disturbance.

3. No person shall discharge into the Project's sewer system, storm drain or other Association property any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety or welfare, violate any law, subject any Owner to liability under state and federal law for any clean-up, or cause injury or damage to neighboring property or to the Project.

4. No air pollutants or contaminants sufficient to create a nuisance shall be discharged.

5. The volume of radio, stereo sets, television, musical instruments, etc. shall be held at a reasonable level at all times so other residents are not disturbed.

6. Speakers and floor-supported musical instruments (i.e., pianos and organs) must be properly isolated from direct contact to floors and walls to minimize vibrations and noise transference.

Pets

1. The Board shall have the right to require that any pet which, in the Board's opinion, endangers the health or security of any Owner or occupant of a Residential Unit or creates a nuisance or unreasonable disturbance, be permanently removed from the Residential Project upon fourteen days written notice.

2. No household may keep more than an aggregate of two (2) dogs and cats.

3. Pets weighing over 65 lbs are not permitted on the premises.[1]

4. The following breeds are restricted: American Pit Bull Terrier - Staffordshire Bull Terrier - American Staffordshire Terrier, Rottweiler, Doberman Pinscher, German Shepherd, Bullmastiff, Akita, Chow Chow.[2]

5. If the Board is made aware of any dog exhibiting aggressive behavior, the dog's owner will be required to attach a muzzle to the dog when walking through the Association's common area for a term of one year. After one year, the dog with be evaluated by the Board to determine if the aggressive behavior has stopped.

6. All pets must be kept inside the unit when unattended and may not be left on balconies without the direct supervision of the owner. A leash, held by an individual capable of controlling the animal, must be used when walking your pet in the common areas including lobbies, hallways, garage and elevators.

[1,2]Pets currently residing in the property as of 3/17/2025 considered 'grandfathered in' and may remain on the premises.

7. No animals of any kind shall be raised or bred in any unit, except domesticated dogs, cats or other ordinary household pets, provided they are not kept, bred or maintained for commercial purposes. Livestock, poultry or farm animals are strictly prohibited.

8. No Owner or resident shall maintain any aquarium or other container that contains or can hold more than 30 gallons of water.

9. Any litter deposited by pets on walkways or other common areas must be removed immediately by the owner of the animal.

10. Residents are responsible and liable for any personal injury or property damage caused by their pets.

11. Residents who are disturbed by an animal are urged to first contact their neighbor and if unsuccessful, to write to the Association or contact Animal Control Department.

Trash Regulations

1. Cooking scraps and wet garbage (except bones and fibrous vegetables) should be disposed of by using the disposal in the kitchen sink. All other disposable items are to be securely wrapped and contained in sturdy and manageable plastic bags and placed in the trash chute located on each floor.

2. **Boxes shall NOT be placed in the trash chute at any time.** Please contact the Front Desk if you require assistance discarding boxes or other refuse too large for the trash chute.

3. Trash, garbage or other waste shall be kept only in sanitary containers. No Owner shall permit or cause any trash or refuse to be kept on any portion of the community properties or exclusive use common areas other than in the receptacles customarily used for it and located only in places specifically designated for such purposes.

4. Under no circumstances are explosives, fireworks, or highly flammable materials such as gasoline, kerosene, oil, oil-based paints, or solvents, to be disposed of in the trash chutes or anywhere else in the building.

5. Please notify the Front Desk for any oversized articles requiring removal. Large, discarded items such as old furniture and appliances are the sole responsibility of the Owner to remove from the premises and dispose of properly.

6. Residents are responsible for picking up their trash if it is spilled, blown or otherwise deposited onto a common area, and disposing of it in a proper container or receptacle.

7. No trash or debris is to be left in any area that is visible to others from walkways, decks, patios, common areas, etc.

8. **UNDER NO CIRCUMSTANCES IS CONSTRUCTION TRASH TO BE DEPOSITED IN THE TRASH CHUTE!**

Real Estate Broker / Agent Rules

1. The Owner must notify Management when a residence has been listed for sale or lease. In such case, the Owner shall complete the Listing Broker/Agent Entry Authorization Form identifying listing broker/agent. The Owner is to instruct broker/agent of these rules and guidelines.

2. Units shall be shown by appointment only with access provided to the showing broker/agent by the Listing broker/agent or Owner.

3. Broker/agent is not to loiter in the lobbies or wander through The Metropolitan common areas. Broker/agent's sole purpose shall be to show a specific property at The Metropolitan with reasonable access to common areas.

4. No open house signs, flags, banners, etc. shall be displayed on any residential condominium unit and/or common areas of The Metropolitan.

5. Broker/agent previews may be arranged through the Front Desk. Broker/agent previews must be arranged at least twenty-four (24) hours in advance and limited to four (4) individuals per showing. There shall be no open houses or realtor caravans.

6. No lock boxes are permitted within the common areas and perimeter of the building.

7. Lock boxes may be left with the Front Desk. The Front Desk will facilitate a sign-in/out procedure and will require the agent to give their driver's license as a deposit until the key is returned.

Deliveries

The Front Desk will accept packages and/or delivery of parcels to a resident's unit in the absence of the resident. Parcels (excluding perishables) delivered by UPS, Federal Express, The U.S. Postal Service and others that cannot fit in the mailbox may be accepted and held for resident pickup. Please notify the Front Desk if you are expecting a package and need assistance. You will need to provide coordinating instructions including phone number and expected time of return. **The Condominium Owners Association, Master Association nor the Front Desk, will assume any responsibility for lost or damaged parcels.**

Insurance

Each Owner shall maintain property insurance against losses to personal property located within the Unit and to any upgrades or improvements located within the Unit and liability insurance against any liability resulting from any injury or damage occurring within the Unit. The Association's insurance policies will not provide coverage against any of the foregoing. All Owners hereby waive all right of subrogation against the Association, and any insurance maintained by an Owner must contain a waiver of subrogation rights by the insurer as to the Association; provided, however, that a failure or inability of an Owner to obtain such a waiver shall not defeat or impair the waiver of subrogation rights between the Owner and the Association set forth herein. No Owner

shall separately insure any property covered by the Association's property insurance policy as described above. If any Owner violates this provision and, as a result, there is a diminution in insurance proceeds otherwise payable to the Association, the Owner will be liable to the Association to the extent of the diminution. The Association may levy a reimbursement assessment against the Owner's unit to collect the amount of the diminution.

In addition, any tenant renting a unit will be required to maintain renters insurance under the same specifications.

Moving / Furniture Moves

1. When moving in or out, residents must coordinate their schedules and book the service elevator with the Front Desk at least one week in advance. The Owner will be responsible for any damage incurred to the common areas during a move.

2. Prior to any move, residents shall provide management with a certificate of insurance for worker's comp and liability insurance with minimum limits of $1,000,000 for the moving company, naming The Metropolitan Condominium Owners Association and The Prescott Companies as additional insured.

3. Residents who wish to move in without using a professional moving company may do so providing they meet all the requirements of moving companies.

4. In the event that you find it necessary to move or have any items delivered that require two or more persons to transport, residents must schedule the service elevators with the front desk.

5. All floor areas are to be protected along the entire moving path with carpet runners, or similar protection, from the building entry to the unit. Protective coverings must be removed and the floor cleaned by the end of your scheduled move-in/out time.

6. The resident and moving company must use the designated service elevator for all moves. Absolutely no moves shall be conducted in passenger elevators.

7. There will be no move-in/out or large deliveries through the main lobby entrance.

8. Move-in/out hours are Monday through Saturday from 9:00 AM to 5:00 PM. No move-ins or move-outs are allowed outside these times.

9. All personnel involved in a move-in/out will be required to sign in and out of the premises with the Front Desk.

Elevator Use

1. Do not allow children to play with the elevator controls. The elevators have been electronically programmed to provide the most efficient service under normal conditions. Holding open elevator doors and pressing buttons unnecessarily creates inefficiencies that slow service.

2. If the elevator stops unexpectedly, remain calm and use the phone provided in the elevator to notify assistance. Emergency personnel will respond as soon as possible.

3. The residential passenger elevators are to be used by Metropolitan residents and their guests only. Contractors, service personnel, maintenance vendors, etc. that are transporting oversized carts of tools and/or equipment should utilize the OMNI Hotel's service elevators. Additionally, all move-in/out, furniture or other large item deliveries must be transferred through the service elevators. Contact the Front Desk at **(619) 818-2905** to make arrangements to use the Hotel's service elevators.

Recreation Areas

1. The recreation and meeting areas are for the exclusive use of all Owners, tenants, and their guests.

2. Personal furniture, other than that provided by the Association, shall not be used in the recreation areas. Association-provided furniture, accessories, games and equipment shall not be removed from recreational areas.

3. Persons who use these recreation rooms and areas are responsible for the removal of all articles brought by them, including towels, books, magazines, food, as well as related trash and debris.

4. Glass containers are not to be brought into the recreation areas with the exception of the lounge.

5. All persons using the recreation areas, including but not limited to the fitness center and pool/spa area, do so at their own risk.

6. Additional rules may be posted in the recreation area from time to time by the association.

Swimming Pool and Spa

1. The Pool will be open to residents and their guests 24 hours a day. All parties must end by 11:00 p.m.

2. Pool Hours: 5:00 a.m. – 7:00 a.m. are restricted to lap swim only.

3. Children 16 years and younger must be always accompanied by a responsible adult.

4. The "buddy" system is always recommended for all swimmers. No one should swim alone. **There is no lifeguard on duty**.

5. The use of the pool is expressly limited to Owners, tenants and their invited guests.

6. Parties of more than five guests must be scheduled two weeks in advance with the Community General Manager. No parties will be scheduled on holiday, during baseball home games, or during large Petco Park events (like concerts).

7. No running, pushing, or horseplay is allowed in and around the pool area. Throwing of balls or other objects is prohibited within the pool area.

8. Misuse of pool and patio furniture will not be tolerated. Pool maintenance and safety equipment are to be used for their intended purpose and not for recreation.

9. At no time shall there be any loud noise, music, or other activities that creates a nuisance to residents. Portable TVs, stereos, and radios are prohibited unless used with headphones.

10. **No glassware of any kind is allowed in the pool area**. Containers of an unbreakable nature will be allowed provided they are disposed of in the appropriate manner.

11. No pets are allowed in the pool/spa area at any time.

12. Bicycles, skateboards, scooters, and rollerblades are prohibited from the pool and spa area.

13. Only standard swimwear is allowed in the pool and spa area. Cut-offs and tee shirts are not allowed. Nudity or nude sunbathing in these areas is prohibited.

14. No children under the age of 16 shall be allowed in the spa unless accompanied by an adult. It is recommended that pregnant women, persons with heart problems, high blood pressure or diabetes refrain from using the spa for health reasons.

15. The Association is not liable, and does not assume any liability whatsoever, for injury, property damage or any kind of loss arising in connection with the use of the pool, spa, and fitness facilities. The pool, spa, and recreational areas have no lifeguard on duty.

16. Guests on an extended stay (over seven days) are considered members of the household and may use the facilities unaccompanied. Extended-stay guests must register with the Association and are subject to all community guidelines contained within the Project Handbook or posted in common areas and recreation areas.

17. No infant, young child or person subject to involuntary bodily functions is permitted to use the pool or spa without proper and effective diaper protection.

18. No barbecue, hibachi or other cooking apparatus, other than those barbecue facilities provided by the Association, shall be used within the pool, spa or barbecue areas. Make sure to turn off gas valves after use and leave area in a clean and tidy fashion.

19. People with skin disorders, contagious illness or common communicable diseases are asked to refrain from pool use due to the obvious risk of health problems to other individuals.

20. Immoral, lewd or indecent conduct is prohibited in the pool, spa, fitness center and all other common areas including Exclusive Use Common Areas.

21. The Board of Directors reserves the right to deny use of the pool, pool area, and spa to anyone at any time.

22. Distribution of pool towels is intended for pool use and must be returned.

23. The pantry is available to all Owners, tenants and their guests. Make sure to turn off the stove after use, empty the refrigerator of all contents and leave area in a clean and tidy fashion.

Storage

The Developer has assigned and conveyed easements for exclusive use storage areas located within the common areas and the parking garage. Under no circumstances shall flammable or explosive items be placed in the personal storage facilities. Personal property may not be stored in the garage area unless in the personal storage units.

Facility / Meeting Rooms

1. The Omni Hotel facilities are available for the use of The Metropolitan Condominium Owners Association members. Please contact the Front Desk for meeting room scheduling.

2. Regularly scheduled events have precedence over non-scheduled events in any Omni Hotel facility.

3. In accordance with California state law, no one under the age of 21 shall be served an alcoholic beverage while on the premises. If alcoholic beverages are served at a function held in the facilities, no minors are to be present without parental permission.

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

5. The renter hereby warrants that there will be no charge to his/her guests for admission, food, beverage or entertainment on the premises. The Metropolitan condominium owners Association sponsored events may charge admission or use fee to recoup expenses.

6. Management reserves the right to close any of the facilities at any time to repair, clean, maintain and protect the premises.

7. The swimming pool/spa area may not be exclusively reserved and must remain available to all residents.

8. For more than 25 guests, additional attendants will be required. The Board also reserves the right to, and may require, additional attendants for parties with less than 25 guests.

Rules Enforcement Policy

The following procedure will apply to all violations and infractions of the governing documents and rules and regulations. Residents may report violations to the Management Company or Board of Directors by submitting a written notice describing the violations. The Board of Directors, Management Company, or committee appointed by the Board may also note any violation discovered during a walk-through or by personal knowledge of any of its members or representatives. At the time a violation is noted or reported, action will be taken as follows:

1. First notice to correct the violation will be sent by the Management Company. The first notice will contain a description of the violation, and instructions regarding response to the notice and corrective action required.

2. If the violation continues, or if the response is otherwise unsatisfactory after the first notice, the Owner will receive a notice of monetary penalty and be afforded an opportunity to appear before the Board or an appointed committee either by appearing personally or by submitting written testimony. The hearing date shall be at least fifteen (15) days before the effective date of the monetary penalty. The notice shall be delivered to the Owner personally or by first class or registered mail to the last address of the Owner shown on the Association's records. The Board or committee shall give fair consideration to the Owner's oral or written testimony in determining whether to impose a penalty.

3. If the violation continues, or if the response is otherwise unsatisfactory, even after the imposition of a monetary penalty, the Board or its appointed committee may impose additional or continuing fines until such time as the matter is satisfactorily resolved.

4. If the violation continues, the Board may refer the matter to the Association's legal counsel. If a lawsuit is filed, the Owner may be liable for the Association's legal costs and fees.

Fine Schedule

Fines will be levied in accordance with the following schedule:

Hazardous Activities (*Risk of harm to person or property*)	**$500 - $5,000**
Use Restrictions	**$100 - $500**
Vehicle and Parking Restrictions	**$100 - $500**
Unauthorized Improvements to Property **Plus the cost of restoring the property to original condition*	**$250- 10,000***
Any Violation of the Bylaws, CC&R's or Rules & Regulations not specifically mentioned.	**$100 - $500**
Trash Chute Misuse	**up to$10,000****

***A reward of $1,000 is offered to anyone who witnesses and reports unauthorized disposal of construction materials or other debris in the trash chutes leading to full restitution to the Association.*

The Board will, at their sole discretion, levy monetary fines based on the nature of the infraction on an individual basis for not less than the stated minimum or higher than the stated maximum per violation category.

Additionally, the Board may suspend common area use privileges in thirty (30) day increments per infraction as determined at the sole discretion of the Board.

Fines will be in addition to an assessment levied to reimburse the Association for expenses and costs incurred to bring a unit owner into compliance. Fines for continuing or repeated violations may be doubled at the discretion of the Board.

Four (4) or more violations assessed to a single lot/unit in any twelve (12) month period may result in an additional fine of up to **$1000** at the discretion of the Board of Directors.

Procedure for Condominium Owner Hearings

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

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

PLEASE REFER TO THE METROPOLITAN ARCHITECTURAL GUIDELINES FOR RULES AND REGULATIONS ON CONTRACTORS AND IMPROVEMENTS.

The Metropolitan Condominium Association Architectural Guidelines

Introduction

The Association formation documents including the Declaration of Covenants, Conditions & Restrictions ("CC&Rs") of The Metropolitan Condominium Owners Association, the Bylaws of the Metropolitan Condominium Owners Association ("Bylaws") and the Articles of Incorporation ("Articles") of The Metropolitan Condominium Owners Association (together the "Governing Documents") establish and define certain guidelines not covered in this document and vice versa. The Board of Directors of the Metropolitan Condominium Owners Association (the "Board") may review the Architectural Guidelines ("Guidelines") contained within the Project Handbook from time to time and make appropriate revisions.

As set forth in the Governing Documents, the Architectural Committee ("Committee") is vested with the power to review, approve, or disapprove of all modifications to Residential Units at The Metropolitan. Such modifications include, without limitation, any alteration to the interior and exterior areas of the Residential Units. The Committee will use the Architectural Guidelines as a guide in its review of all Applications as provided herein.

The Committee does not seek to restrict individual creativity or personal preference, but rather to help assure continuity in design, which will help preserve and improve the appearance of The Metropolitan and enhance the property values of all Owners in The Metropolitan.

The Committee shall consist of three (3) members plus one (1) alternate from within the Metropolitan Condominium Owners Association (the "Association"). The members of the Committee shall receive no compensation for services rendered, other than reimbursement by the Association for expenses incurred by them in the performance of their duties hereunder, unless the Committee retains a professional architect, engineer or designer for the purpose of providing professional services, in which event reasonable compensation for such member shall be approved by the Board. The Committee shall have the right to hire any engineer or other consultant, the opinion of which the Committee deems necessary in connection with its review of any plans submitted by any Owner and such Owner shall be liable for payment of such engineer's and/or consultant's fee.

Prior to the commencement of any addition, alteration, or construction work of any type at The Metropolitan, the Owner performing such work must first submit an Architectural Application, as provided herein, to the Committee for approval of such work. Failure to obtain approval of the Committee may constitute a violation of the Governing Documents and may require modification or removal of unauthorized work or improvements at your expense. In addition, a building or other permit may be required by the County or City Building Department, or other governmental agencies, prior to the commencement of any work. Neither the Committee nor the Association assumes any responsibility for failure to obtain such permits. Also, obtaining such permits does not waive the obligation to obtain Committee approval. You must also be familiar with specific easements that may apply to your property and restrict placement of improvements.

Neither the Board, Committee nor any member thereof shall be liable to the Association or to any Owner for any damages, loss, or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings, and specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; or (c) the execution and filing of an estoppel certificate pursuant to Section 9.10 of the CC&Rs, whether or not the facts therein are correctly provided, however, that such Committee member has acted in good faith on the basis of such information as may be possessed by him. Without in any way limiting the generality of the foregoing, the Committee, or any member thereof, may, but is not required to, consult with or hear the views of the Association or any Owner with respect to any plans, drawings, specifications or any other proposal submitted to the Committee.

Copies of the Project's original building plans may be obtained by contacting Management.

The architectural change request forms can be found on the Owner website on TownSq, are included in the Project Handbook, and additional forms may be requested from the Management Company.

Architectural Committee Preliminary Review
Submission Procedure & Requirements

Any Owner proposing to construct improvements or take other actions requiring the approval of the Committee, as written herein, may request a preliminary review of preliminary plans by the Committee. The purpose of a preliminary review by the Committee is to allow an Owner proposing to construct improvements an opportunity to obtain guidance concerning design considerations before expending substantial sums for plans and other exhibits required to apply for final approval. The Owner may elect not to participate in a preliminary review, nor is a preliminary review required to obtain final approval. Further, a preliminary review does not constitute final approval.

All requests for preliminary review are to be made in writing. The request should include three (3) copies of any preliminary plans and/or specifications for the proposed improvements.

Preliminary Review Request: The Metropolitan Architectural Committee
c/o The Prescott Companies
165 6th Avenue, San Diego, CA 92101

The Committee will provide preliminary feedback within sixty (60) days after receipt of the request for preliminary review.

Architectural Committee Final Approval
Submission Procedure & Requirements

Prior to the commencement of any addition, alteration, improvements, or construction work of any type, the Owner performing/proposing such work must first submit an Architectural Application, as provided herein, to the Committee and receive Final Approval from the Committee of such work.

The Architectural Application to the Committee should consist of three (3) complete, full-size sets of the proposed plans and specifications, along with the following completed forms:

- Exhibit A: Architectural Request for Approval
- Exhibit B: Conditions of Approval and Disclaimer
- Exhibit C: Facing, Adjacent, and Impacted Neighbor Statement
- Exhibit D: Floor Modifications Acoustical Requirements (if applicable)
- Evidence of the Contactor's Certificate of Insurance and state license

Submission of the foregoing will constitute a complete Architectural Application. An incomplete Architectural Application will not be reviewed and will be subject to resubmission. The plans and specifications for all improvements must be prepared in accordance with the applicable building codes, and with sufficient clarity and completeness to enable the Committee to make an informed decision on the Owners behalf.

Final Submission of Requests: The Metropolitan Architectural Committee
c/o The Prescott Companies
165 6th Avenue, San Diego, CA 92101

Failure to comply with the requirements and procedures set forth herein shall cause your request to be delayed. An incomplete Application will not be reviewed and will be subject to resubmission.

Scope of Review

The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of the considerations set forth in the CC&Rs. The Architectural Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

Final Approval by Architectural Committee

Decisions of the Architectural Committee and the reasons therefore shall be transmitted to the Applicant at the address set forth in the application for approval, within forty-five (45) days after receipt by the Committee of a complete Architectural Application as defined herein.

Security Deposit

Prior to the commencement of any improvements, the Owner must submit a security deposit in the amount of $5,000. The security deposit will be submitted to the management company in favor of the Association. The security deposit is intended to protect the Association against contractor damage to Common Areas, or as a security against the assessment of fines for violations of the rules set forth in these Guidelines. The management company will provide an accounting of all transactions monthly. Upon

substantial completion of construction, the balance of funds will be returned to the Owner.

Reasonable Fees

The Architectural Committee shall have the right to establish a fee for the review and approval of plans and specifications, which must be submitted to the Architectural Committee pursuant to the provisions of the Declaration. The Architectural Committee may also require an Owner to pay any fees, costs or expenses associated with the review by an Outside Consultant or by any architect on the Architectural Committee.

Appeal

If the Architectural Committee disapproves of any Plans and Specifications submitted by an Owner pursuant to this Article, the party or parties making such submission may appeal in writing to the Board. The Board must receive the written request not more than thirty (30) days following the final decision of the Architectural Committee. Within thirty (30) days following receipt of the written request for appeal, the Board shall render its written decision. The failure of the Board to render a decision within the thirty (30) day period shall be deemed a decision against the applicant. The decision of the Board shall be binding and final.

Enforcement

Failure to obtain the necessary approval from the Architectural Committee, or failure to complete the improvements in conformity with the plans and specifications approved by the Architectural Committee, may constitute a violation of the Governing Documents and may require modifications or removal of any work of improvement at your expense.

Diligence in Construction

Upon final approval of any Plans and Specifications, the Owner shall promptly commence construction and diligently pursue the same to completion.

Inspection of Work

The Board or its duly authorized representative may enter into any unit, from time to time, during the course of construction or installation of any Improvements for inspecting such construction and/or installation. If the Architectural Committee determines that such construction and/or installation is not being completed in substantial compliance with the approved Plans and Specifications, it shall notify the Owner of the subject unit of such non-compliance. The Architectural Committee may not enter a unit without obtaining the prior permission of the Owner or occupant of such unit; provided, however, that such permission shall not be unreasonably withheld and shall be given for entry by the Architectural Committee during the daylight hours within forty-eight (48) hours of the request for entry.

Notice of Completion

Upon the completion of any construction or reconstruction or the alteration or refinishing of any improvements, or upon the completion of any other work for which approved

Plans and Specifications are required under this Article, the Owner shall give written notice of completion thereof to the Board.

Within thirty (30) days thereafter the Architectural Committee, or its duly authorized representative, shall have the right to enter Unit to inspect such 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, reconstruction, alteration or refinishing was not done in substantial compliance with the approved Plans and Specifications, the Owner shall be notified in writing of such non-compliance within thirty (30) days, specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance.

If, upon the expiration of thirty (30) days from the date of such notification, the Owner shall have failed to remedy such non-compliance, the Architectural Committee shall notify the Board in writing of such failure. After affording such Owner Notice and Hearing, the Board shall determine whether there is a non-compliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If non-compliance exists, the Board shall require the Owner to remedy or remove the same within a period of thirty (30) days from the date of the Board ruling. If the Owner does not comply with the Board ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board, at its option, may either remove the non-complying Improvement or remedy the non-compliance and the Owner shall reimburse the Association for all expenses incurred in connection therewith upon demand. If the Owner does not promptly repay such expenses to the Association, the Board shall levy an Enforcement Assessment against such Owner for reimbursement.

If for any reason the Architectural Committee fails to notify the Owner of any non-compliance within sixty (60) days after receipt of said notice of completion from the Owner, the Improvement shall be deemed to be in accordance with said approved Plans and Specifications.

Estoppel Certificate

Within thirty (30) days after written demand is delivered to the Architectural Committee by an Owner, and upon payment to the Association of a reasonable fee (as fixed from time to time by the Association), the Architectural Committee shall record an Estoppel certificate, executed by a majority of its members, certifying (with respect to any Unit of said Owner) that as of the date thereof, either: (a) all Improvements made and other work completed by said Owner comply with this Declaration, or (b) such Improvements or work do not so comply, in which event the certificate shall also identify the non-complying Improvements or work and set forth with particularity the basis of such non-compliance. Any purchaser from the Owner, or from anyone deriving any interest in said Unit through him, shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Association, Declarant and all Owners and such persons deriving any interest through them.

Variance

The Board may authorize variances from compliance with any of the architectural provisions of this Declaration. Such variances must be evidenced in writing must be signed by at least two (2) members of the Architectural Committee. If such variances

are granted, no violation of the covenants, conditions and restrictions contained in the CC&Rs shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular unit and the particular provision hereof covered by the variance, nor shall it affect in anyway the Owner's obligation to comply with all governmental laws and regulations affecting its use of the unit, including, but not limited to, zoning ordinances or other requirements imposed by the City or any other governmental authority.

Combining Units / Structural Alterations

The Developer and Association shall have the right to grant to an Owner who acquires fee title to two (2) or more adjacent units, an Exclusive Use Easement on and through any demising wall(s) or floors separating two (2) or more Residential units and the right to alter, modify or remove such demising walls or floors subject to the consent of the Declarant and conformance with the requirements of the Board, pursuant to the provisions of Article 9 entitled "Architectural Review".

Fire Monitoring System / Sprinkler System

If the unit's fire monitoring system is disconnected for any reason (shut-off of sprinkler system is included) you must post a 24-hour/day-fire watch. This watch must be manned by a security employee of the building, and you must pay expenses (including overtime) when using the employee. Contact building management for current rates.

Inside and Outside Installations

No exterior addition, change or alteration to the exterior of any Residential Unit or any other Improvements, other than as may be constructed by Declarant as part of the initial construction of the Residential Project, shall be commenced without the prior written approvals required under Article 9 of the CC&Rs.

No structures, equipment or alterations shall be installed or placed on the exterior of the condominiums or within any other portion of the Residential Unit or be allowed to penetrate or protrude into or through the unfinished surfaces of the ceilings, walls, floors or roofs of the buildings (with the exceptions of those items installed during the original construction of the project).

Nothing shall be done in or to any condominium, which would or may tend to impair the structural integrity of any other attached condominium or the building.

Interior Decorating

Each Owner shall have the right, at his or her sole cost and expense, to maintain, repair, paint, paper, panel, plant, tile and finish the interior of the ceilings, floors, window frames, trim and perimeter walls of the unit, and the surfaces of the bearing walls and partitions located within the unit subject to the Owner complying with any restrictions or limitations set forth in the Architectural Guidelines and, if such work will result in a penetration of the unfinished surfaces of the ceilings, walls or floors, obtaining the consent of the Architectural Committee.

Use of Exclusive Use Areas

Improvements including, without limitation, plants, fountains and other landscaping features within the Exclusive Use Patio Area, Exclusive Use Balcony Area and/or Exclusive Use Deck Areas shall be subject to the Project Handbook and the Architectural Guidelines and any Improvements within such areas shall require the approval of the Architectural Committee.

Unless installed by Developer, no vegetation shall be permitted to extend beyond the railings, fences, walls and/or other boundaries of the Exclusive Use Balcony Area, Exclusive Use Patio Area or Exclusive Use Deck Area, except as approved by the Architectural Committee.

No Owner shall change or alter the surface of any Exclusive Use Patio Area, Exclusive Use Deck Area or Exclusive Use Balcony Area without the consent of the Architectural Committee.

Window Coverings

To enhance the appearance of the building, curtains, drapes, shutters, blinds, and other window materials subject to view from the exterior shall be restricted as to the color of the side exposed to the exterior. Only window coverings and materials, of a neutral color that is harmonious with and not conflict with the color scheme of the exterior wall surface of the condominiums, are allowed and approved.

No Owner shall remove or replace any shades installed by Declarant except if such replacement shades or window coverings are approved by the Architectural Committee.

Aluminum foils or other reflective materials, bed sheets, papers, and the like may not be applied to windows, at any time.

The Owner is responsible for the care and maintenance of these window coverings. Drapes, curtains, shutters, blinds and other window materials must be kept in good condition. The Association can compel the unit Owner to replace shabby and torn materials exposed to the exterior.

Window tinting and coverings shall be subject to the approval of the Architectural Committee.

Floor Coverings

Flooring alterations must be submitted with the “Floor Modifications, Acoustical Requirements” Form found in the Architectural Packet available from management.

All floor areas in the unit shall be covered with materials designed and installed for the purpose of minimizing noise transmission.

Any Owner who intends to install or alter hard flooring materials shall submit to the Architectural Committee, for it prior approval, specifications (including sound attenuation ratings) for all such hard surface flooring materials prior to installation.

Failure to ensure that flooring material and installation procedures adhere to the requirements may require removal at the Owner's expense.

Signage – Residential

No signs or other advertising device whatsoever, including without limitation, commercial, political and similar signs, shall be erected or maintained within the Metropolitan except:

Job identification signs during the time of construction of any portion of the Project by Developer.

Signs used by Developer for the purpose of developing, improving and selling condominiums.

Exterior Lighting

Any exterior electrical, gas or other artificial lighting installed on any Unit shall be positioned, screened, or otherwise directed or situated and or such controlled focus and intensity so as not to unreasonably disturb the residents of any other unit(s). Further rules regarding exterior lighting may be promulgated by the Board or, if appointed, the Architectural Committee.

Drainage

There shall be no interference with the established drainage pattern over the Property, unless an adequate alternative provision is made for proper drainage with the prior written approval of the Board. For the purpose hereof, "established" drainage in any Phase is defined as the drainage that exists at the time of the first close of escrow for the sale of a condominium in such Phase, or that, which is shown on any plans approved by the Architectural Committee.

Except for the periodic cleaning of the drains by the Association, each owner shall have the duty and obligation to maintain the drainage situated within any Exclusive Use Patio Area, Exclusive Use Balcony Area and/or Exclusive Use Deck Area free of debris and any other material which may impede the flow of water. If such Owner fails to maintain such drainage and, as a result, imminent danger to person or property may result to the other owners, then the Association shall have the right of access onto such area for the purpose of clearing debris and other material so as to not impede the flow of water. The Owner shall reimburse the Association for any costs and expenses incurred in clearing such debris pursuant to section 4.3.2 of the CC&Rs.

Antennae And Satellite Dishes

No television or radio poles, antennae, satellite dishes, or technological evolutions of the foregoing, or other external fixtures other than those originally installed by the Developer shall be installed without the prior written approval of the Board of Directors or duly appointed Architectural Committee. The application process is as follows:

The Owner must submit a notification and notice to the Board, if any, to the installation of the antenna/structure which must be one meter in diameter or less, larger is prohibited.

The owner must notify the Board of the installation of the antenna/structure after installation

No wiring insulation, air-conditioning, or other machinery or equipment other than that originally installed by the Developer or approved by the Board, and their replacements shall be constructed, erected or maintained on or within the Common Area and the Association Property including any structures on it.

Vibrations

No Owner shall attach to the walls or ceilings of any unit any fixtures or equipment which will cause vibrations or noise or unreasonable annoyance to the owners of the other Residential Units or to the Common Area.

Balconies And Window Ledges

Sunshades, awnings or screens may not be used on the residence exterior windows or over balconies of residence patios. Rugs, towels, mop, or clothing shall not be draped over the balcony. No permanent rug or carpeting is allowed on or attached to these balcony areas.

The care and maintenance of the balcony decking area and balcony railings is the responsibility of each individual Owner. Care must be taken to prevent irrigation, cleaning water detergents from running or dripping over the edges of the balcony area onto the balconies below. Make sure potted plants have appropriate catch basins underneath them. Should damage, discoloration or staining occur to exterior surfaces of the building, which originated from an exclusive use common area balcony, the Owner of the associated unit will be charged for any/all necessary repairs.

Children and people in need of supervision must be monitored while on these balcony areas and must not be allowed to climb or stand on the railings.

Damage Or Destruction To A Residential Unit

If there is damage to any unit, the Owner thereof shall, at their own cost and expense, perform interior repair and restoration which shall be completed as promptly as practical and in a lawful and workmanlike manner. To the extent required under Article 9 and the Architectural Guidelines, work must be performed in accordance with plans approved by the Board.

Contractor / Subcontractor Guidelines

Any damage caused by Contractor/Sub-contractors to common areas or adjacent units by the improvement is the resident's responsibility. Any damage must be reported immediately to the Association office along with a schedule of repairs. If the damage is not repaired in a timely manner the Association will make the repairs and charge the Owner. The Owner will be held liable for the actions of his/her contractors and/or workmen.

All floor areas are to be protected with carpet runners or similar protection from the elevator to the unit. The protective coverings must be removed and the floor cleaned by 5:00 PM at the end of the week.

Contractors must carry all trash and debris off-site daily. The trash rooms on each floor may not be used for disposing of debris. Contractors that violate this debris removal guideline could generate fines to the Owner.

Working hours are limited to Monday through Friday, 7:00 AM to 5:00 PM. and on Saturday, 9:00 AM to 4:00 PM. No work is allowed on Sunday or on federal holidays.

Owners agree to hold Metropolitan Condominium Owners Association harmless against liability for; (a) injury to, death of, or damage to property of third persons to the extent caused by the Owner, General Contractor, Designer or any of their agents or employees, and (b) mechanics liens on the common area arising out of or resulting from the work.

Workers are not allowed to bring their pets on site. Workers are prohibited from creating nuisance noise unrelated to the construction work. Workers are prohibited from eating meals or taking breaks on the grounds in the common areas.

The Owner may select any general contractor he chooses or act as the general contractor himself and hire sub-contractors. All contractors must be licensed and have the proper insurance as listed below. The certificates need to be provided with the submission of the Architectural Application. The contractor must:

- be licensed in the State of CA
- have workers compensation insurance
- have general liability & property damage insurance (CGL 1,000,000 / General Aggregate 2,000,000)

The contractor must provide a copy of their Certificate of Insurance that includes the following as additionally insured:

- Metropolitan Condominium Owners Assoc. and Metropolitan Master Assoc., 165 6th Avenue, San Diego, CA 92101
- Omni San Diego Hotel, 675 L Street, San Diego CA 92101
- The Prescott Companies, 1921 Palomar Oaks Way Ste 205, Carlsbad CA 92008

Please be aware that some contractor's insurance may have "multi-family" or "multi-unit" exclusions in their policy that aren't listed on their certificate. This type of exclusion would make them uninsured if they were to work inside of a condominium property.

The Association has the right to stop any work that is in violation of these regulations, creating a fire or safety hazard or interfering with activities in common areas.

Contractors must use their own equipment. No equipment or tools, which are the property of The Metropolitan, are to be used at any time.

The front door of the unit must be kept closed during construction in order to contain dust, dirt, noise, paint fumes, etc. Failure to keep the door closed will result in a fine per occurrence determined by the Board of Directors. *Arrangement with the engineering*

office needs to be made in order to cover and protect smoke detectors located in the common area corridors adjacent to the unit.

All contractors must wear shoes, shirt and pants or shorts on the property at all times.

All contractors must check in with the Front Desk and Loss Prevention upon arriving and leaving.

Contractors are not permitted to use the residential elevators at any time.

There is no availability for exclusive use of the service elevators.

No contractor may use the power from the hallways or any other common areas.

Things to Remember/ Personal Notes: