

PRESIDIO PLACE CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

THESE RULES AND REGULATIONS WERE ADOPTED BY THE
BOARD OF DIRECTORS JUNE 19, 2012.

January 9, 2014 No charcoal BBQ's on patio amendment
July 7, 2014 Adopted "Code of Conduct & Standing Rules of Procedure
February 21, 2017, Parking rules & pool rules, civil code modification
amendment. February 2018 VI. Infractions, Enforcement and fine
schedule change. September 17, 2019, Drone / unmanned aircraft use.
August 16, 2022, amendment Vehicle charging stations. October 20,
2022, amendment tennis & pickle ball rules.

THEY ARE A SUPPLEMENT TO THE CC&R's AND BY-LAWS OF
THIS ASSOCIATION.

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I. INTRODUCTION

The primary objective of condominium living is to enable individuals to enjoy collectively a quality of life they might otherwise elect to pursue individually. For some, however, living in close proximity to and among several hundred neighbors is a challenging experience.

Presidio Place is a gated, privately owned condominium complex. **Every Homeowner is provided with a copy of the CC&R's (Covenants, Conditions & Restrictions) and By-laws. These are the governing documents from which the Rules & Regulations proceed.** It is the responsibility of all Residents to be familiar with, and to abide by these governing documents.

The Rules and Regulations in this booklet explicitly set forth Residents' rights, as well as obligations, restraints, and limits designed to promote harmonious and congenial coexistence. It is key to maximizing the health, comfort, safety and enjoyment to which all Residents are entitled. It is a reference and a reminder that along with the privileges and benefits of the Presidio Place living environment, certain obligations are imposed. Everyone in the complex should be made aware of and understand the Rules and Regulations to assure compliance. The Rules and Regulations have been revised to clarify ambiguities, specify rule details, and incorporate rules adopted after the version of the Rules and Regulations distributed in March 2003.

Certainly, any system of Rules and Regulations is ineffective unless enforced. If Rules & Regulations are violated, penalties and fines may be assessed in accordance with California law and Section 3.14 of the 2003 Amended and Restated Bylaws of Presidio Place.

Questions, complaints or suggestions should be delivered in writing to the General Manager. Please include the writer's name and unit number.

II GENERAL INFORMATION

IMPORTANT TELEPHONE CONTACTS

- General Manager (619) 692-1625
- Enforcement Officer 24hour (619) 299-3819
- Fire or Police 911
- Non Emergency Police (619) 531-2000

INSURANCE

The Presidio Place Condominium Association (hereafter referred to as PPCA) provides Property and Liability insurance for PPCA's real and personal property only. The PPCA Master Policy, however, does not cover earthquake, residents' personal belongings, such as household furnishings, clothing, etc., nor personal liability. Insurance to cover these items is the responsibility of the individual unit's Homeowner and Tenant Home Owner Policy.

Homeowners are responsible for water or other damage to both their unit and other units if such damage originates from within and intrudes from their units into other units. Homeowners are also responsible for any water damage to their units caused by common area sources, as set forth in sections 6.8 and 6.9, Pg. 26, of the 2003 Amended and Restated Declaration of Covenants, Conditions and Restrictions of Presidio Place. The PPCA will consider any requests for reimbursements on a case-by-case basis.

It is important that all homeowners and tenants discuss their own insurance coverage needs with their own insurance agent. The PPCA annually provides all homeowners with a copy of its current insurance declaration page.

PRESIDIO PLACE CONDO ASSOCIATION MEETINGS

The PPCA is governed by a Board of Directors elected from the Presidio Place Homeowners.

Meetings of the Board of Directors convene monthly in the Community Center on a date and time specified and posted conspicuously throughout the complex. All homeowners are encouraged to attend these meetings so they are kept apprised of what is happening at Presidio Place.

The Annual Meeting of Homeowners is scheduled for July each year. Homeowners of the PPCA will receive a "Notice of Annual Meeting" at least 30 days prior to the meeting date. In addition to the Notice, there will be a ballot for electing candidates to the Board of Directors, candidate statements, instructions for voting, and envelopes for mailing the ballot to the PPCA. A double envelope system is used to insure that votes are secret. It is imperative that Homeowners cast their votes (either by mailing in their ballots or by attending the annual meeting in person) because a quorum is required before the Annual Meeting can occur. Homeowners have the right

to give a proxy to another member or to the Board of Directors in lieu of sending in a ballot, but the PPCA does not provide a proxy. Questions can be addressed to the General Manager. Meetings of the Board of Directors and of the Homeowners are conducted in accordance with Robert's Rules of Order.

ANNUAL AUDIT AND BUDGET PROJECTIONS

The annual audit is sent to the Homeowners within 120 days of each fiscal year-end. The budget for the following year is sent to the Homeowners by November 15 of each year.

COMMITTEES

The standing committees established by the Board of Directors are:

- Finance/Long Range Planning Committee
Budgeting, Resources, Delinquencies, Investments
Long Range Plans (1 to 5 year goals)
- Architectural Maintenance Committee
Rules Enforcement
Remodeling Approval
- Nominating Committee
Nominations for Board of Directors
- Communications/Social Committee
New Resident Orientation
Newsletter/Website
Recreation
- Landscape Committee
Grounds Maintenance
Garden
- Utilities Committee
Energy Consumption
Recycling
Laundry

Additional committees may be appointed by the Board of Directors as needed.

PPCA EMPLOYEES

Maintenance, janitorial and landscaping personnel are contractually employed by the PPCA or a Management Company. They are not allowed to perform any individual services for Homeowners or Residents. All common area maintenance requests are to be directed to the General Manager.

24-HOUR COMMON AREA PROTECTION AND PARKING ENFORCEMENT OFFICER

A PPCA Enforcement Officer (Guard) is retained to help preserve and protect the PPCA's common areas and enforce parking regulations only. They are not responsible for the personal security of any persons or the protection of private property. Presidio Place, its Board of Directors and PPCA Enforcement officers cannot and do not in any way assume responsibility for, or guarantee the security of, Presidio Place residents, guests and their property. All Presidio Place residents are responsible for their own reasonable safety precautions, such as locking their doors and windows, reporting suspicious persons and behavior to law enforcement, and not leaving valuables unattended in or around the common area.

Limits of responsibility by PPCA Enforcement Officers:

- Oversee common areas.
- Issue guest passes.
- Issue vehicle and bike decals
- Issue and report parking violations – strictly enforced.
- Respond to noise, disturbance and/or water related emergencies and summon the city police if deemed necessary.
- Accept mail and small packages as a courtesy to Residents without liability to the Association or PPCA Enforcement Officers. Notice to Residents is by a phone call only.

III. COMMON AREAS

The Homeowners of the dwelling units as "Tenants in Common" own the common areas, each having the nonexclusive individual right to use such areas.

The PPCA employs a property management company whose duties are to assist it with the operation and maintenance of the common areas. This includes the parking lot, parking garage (except assigned spaces), recreation areas, landscaping and outdoor lighting. Homeowners are not allowed to make any alterations to or within the common areas.

GENERAL RESPONSIBILITIES AND PROHIBITIONS

- It is forbidden to engage in any illegal activities within the Presidio Place complex.
- It is the owner's responsibility to see that they, their household members, guests, and or tenants are familiar with and abide by the PPCA's CC&R's, Bylaws, and Rules and Regulations.
- Garages, elevators, sun decks, stairwells, corridors, walkways, and sidewalks, are only to be used for the purposes intended and never to be used as play areas. Use of skateboards, skates, scooters and bicycles are prohibited in these areas. All persons are especially cautioned about the hazards of vehicular traffic in the street, the parking garages and outside parking areas.

REGISTRATION REQUIREMENT TO ADMIT VEHICLE

Homeowners/Tenants are required to register the year, make, model, color, driver name and driver license number, DMV registration, and proof of vehicle insurance for each vehicle they own or otherwise control, as well as the address, email and phone numbers for home, work, and cell with the Enforcement Office within 48 hours of move-in or acquisition of a new vehicle. Each vehicle registered will be issued a parking decal. The parking decal must be placed on the lower right corner of the rear window of the vehicle, or if the rear window is darkened, the decal must be placed on the lower right corner of the windshield. Failure to register a vehicle may result in a fine.

GARAGE PARKING

Only vehicles which display a red or green Presidio Place parking sticker or a guest pass may park in any PPCA parking garage or lot. The only allowed vehicles are passenger vehicles or trucks not exceeding ¾ ton. Boats, RV's, or watercraft of any kind may not be stored on PPCA grounds. The maximum vehicle length is 17.5 feet from the concrete parking bumper or 21.5 feet from a wall. Vehicle doors must be able to open without interfering with adjacent vehicles.

Residents shall park RED-stickered vehicles in their ASSIGNED (numbered) stalls ONLY. If a vehicle is parked in a resident's assigned space without his/her permission, the resident is responsible for having such vehicle towed.

GREEN-stickered vehicles may occupy GUEST (yellow marked stalls) or their ASSIGNED (numbered) stall. A maximum of two (2) vehicles is permitted per unit. All vehicles must have current license, registration and must be operable if parked in the garage. Inoperable vehicles shall include any vehicle which is not currently registered, licensed, or insured, or which is unable or not legally allowed to operate on public streets.

Green-stickered vehicles cannot park in the same guest parking space for more than 30 consecutive days. Green stickered vehicles parked in the same guest parking space for more than 30 consecutive days will be towed, at the violator's expense, without ticketing.

Guests may be issued a temporary parking pass from the Enforcement Office. The pass must be displayed on the driver's side dashboard or hung from the rear view mirror. In the case of motorcycles, they may be hung on the handle bars.

Guest parking passes are valid for 24 hours from the time of issuance.

Any vehicle parked in the guest parking that does not display a valid green sticker or current guest pass will be towed at the violator's expense, without ticketing.

Vehicles parked in the garage may not be used as a temporary or permanent living space EVER.

The posted speed limit is 5 mph in garage at all times.

Any vehicle illegally parked in areas marked "No Parking", access lanes; handicapped spaces (without placard or license), wash racks, or unmarked areas will be cited. If vehicle is not removed, it may be towed. Emergency start or tire exchanges are to be performed in parking spaces only. Auto repair is not permitted in the garage area.

All parking spaces are to be kept free from oil or grease. The PPCA may cause a neglected space to be cleaned by an outside source at the expense of the responsible homeowner as provided for in the 2003 Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Garage openings may not be covered. Air-flow is needed in the garage.

Periodically, residents will be required to move vehicles for cleaning/maintenance. Prior to cleaning/maintenance, owners will be notified and directed to remove their vehicles. Any vehicles not moved will be towed at the owner's expense.

For the safety of persons and protection of property, All Terrain vehicles, bicycles, skateboards, skates, and similar items may not be used or operated in the parking garage or other portions of the common areas at any time.

RENTAL OF PARKING SPACES

Owners are permitted to rent their unused parking spaces provided the renter is a resident of Presidio Place. The vehicles utilizing these spaces must be licensed and operable. Boats, RVs, All Terrain vehicles, or watercraft may not be stored in the garage. The PPCA Enforcement Officer must be given a copy of the rental agreement.

BICYCLE STORAGE

Bicycles are to be placed in the fenced bicycle storage area in the garage.

Homeowners and residents with bicycles will be required to fill-out a registration application, which will be kept on file by PPCA Enforcement Officer, and then a decal will be issued which

must be affixed to the bike. Any bikes not displaying the proper decal will be removed and donated if not claimed. Any bike not displaying the proper decal will be removed and donated if after every effort has been made, during a 45 day period, to identify and locate the owner has failed.

OUTSIDE PARKING LOT

Vehicles utilizing the outside parking lot must fit within the designated space. No vehicle parked in this area or any other portion of the common area may be used as a temporary or permanent living space or residence. Garage parking rules apply to outside parking lot.

DAMAGE

Homeowners have the ultimate liability and responsibility for any damage they or their tenants cause to the Common Areas. This responsibility includes, but is not limited to, damage caused to the Community Center, recreational facilities, hallways, elevators, lights, fixtures, automatic fire sprinklers, mailboxes, landscaping, the garages, entry gates, equipment, furniture, and stairs. Painting of fire sprinkler heads is strictly prohibited.

SMOKING

Smoking is not permitted in the interior of any building except within the living units. This means that smoking is strictly prohibited in the elevators, foyers, stairwells, corridors, mailrooms, laundry rooms, trash rooms, Community Center, locker rooms and all other enclosed portions of the common area. Please be respectful of neighbors when smoking on patios.

MANMADE PONDS

The ponds located adjacent to the community center provide unique beautification of the complex. Residents/guests and their pets are strictly prohibited from entering the ponds. Throwing, placing and discarding rocks and all other objects into, on the surface of, or around the pond is prohibited.

SIGNAGE

With the exception of the PPCA's management's communications and those signs authorized by California law, no signs, handbills, fliers, communications, posters or advertisements of any kind

whatsoever may be displayed or distributed in or on any portion of the common area, except on the bulletin boards provided for Resident use in the mail room areas.

“For Sale” and “For Rent” signs, which may be no larger than 18” x 24”, are permitted inside a window of a designated unit. Only two such signs may be placed in the designated unit. Open House signs may be displayed at the Colusa Street entrances, but must be removed by sunset. No signs may be placed on balcony or patio railings.

OPEN HOUSE PROCEDURES

The owner/owner’s agent is responsible for ensuring that all prospective buyers are escorted to the open house. Contact the PPCA Enforcement Officer for access details.

SOLICITATION

Door to door solicitors are not allowed. If a solicitor approaches your door, please call the PPCA Enforcement Office.

TRASH/RECYCLE

Two trash chutes are located on each and every floor near the elevators. The chute next to the large elevator is for trash only. The chute next to the small elevator is for recyclables only. It is important that proper items be placed in each chute. Oversized cardboard boxes must be broken down and carried to the recycle dumpster in the garage.

Non-recyclable trash must be securely tied in a plastic bag before depositing into the trash chute. Trash bags too large for the trash chute must be carried to the trash dumpster in the garage.

Trash or recyclables may never be left outside of a residence, outside of the chutes, outside of the garage level trash or recycle dumpster or in any other portion of the common area.

Furniture, appliances, mattresses and other large items may not be placed in or around the trash or recycle dumpsters and must be legally disposed of off premises by owner/ tenant.

IMPORTANT NOTICE: Combustibles, paints, chemicals, toxic or hazardous waste of any kind may never be disposed of in the chutes or left in trash rooms. Call the City of San Diego, Hazardous Materials Management (HAZ-MAT) for information at (619) 338-2222. (There are costly penalties for violating the laws pertaining to the disposal of hazardous materials). The Department of Health and the Fire Department regularly inspect trash rooms for violations. Violators are subject to severe penalties.

LAUNDRY ROOMS

Every floor has two laundry rooms, located at each end of the corridor.

- In accordance with the fire code, laundry room doors must remain CLOSED at all times.
- Hours of operation – 8:00 a.m. to 9:00 p.m. ONLY. The bedrooms of adjacent units are directly impacted by operation of the laundry equipment. The intrusive noise and vibration of machines may disturb Residents when operated outside of the above hours.
- Clothes must be promptly removed from the washer and dryer respectively after the cycle is complete.
- To facilitate drying, remove and discard lint from the dryer filter and place it in the trash between every use.
- Please leave the washer door (open) after laundry is finished in order to prevent stale odors.
- Please leave the laundry room clean. If the room is unclean, please call the maintenance line.
- Promptly report breakdowns or problems by calling the maintenance line.
- The PPCA, its Board of Directors, Management and staff are not responsible for any lost, stolen or damaged clothing or other property. To reduce the likelihood of lost or stolen property, please promptly remove your laundry from the laundry room once it is dry.

COMMUNITY CENTER

The Community Center is intended to be available to PPCA Residents and their guests for social gatherings only.

Reservation/ Process

- Only homeowners and residents who are legally able to enter into a contract may reserve the Community Center. The homeowner or resident reserving the Community Center must be in attendance at the event for which he or she is reserving the Community Center for and must assume liability for any and all injuries or damages caused by, resulting from or related to the event.

- An application to reserve the Community Center may be obtained from the onsite manager's office. A refundable deposit check for \$275 will be required, along with a non-refundable rental check in accordance with the size of your party (fee schedule available in on-site manager's office); at the time the Community Center is reserved.
- Cancellations within 30 days of the day of the reservation will result in a cancellation fee of \$50.
- Only the Community Center may be reserved. Reservations do not include the areas surrounding the Community Center.
- The reserving party must provide proof of insurance for any vendors hired for the event.
- Resident must provide proof of the owner's liability insurance naming the Association as an additional insured for the day of the event no less than 48 hours prior to the day of the event.

Community Center Regulations

- Community Center is available from 8:00 a.m. to 11:00 p.m. daily.
- The adult resident who reserved the facility must be in attendance at the event.
- Loud music, noisy behavior or offensive language will not be tolerated. Unacceptable behavior will result in loss of privileges.

No smoking, use of narcotics, dangerous drugs or any other illegal substances is allowed in or around the Community Center.

- Use of PPCA equipment must be arranged through the Enforcement Office. The signatory must be a bona fide resident who accepts liability for replacement cost of any equipment lost or damaged. Only authorized personnel can access the storage room.
- Event and clean-up must end by 11:00 p.m.
- The Community Center should be left in the same condition it was in before the event. All trash and debris must be bagged and properly disposed of in the trash room. Any cleaning/repairs necessary will be deducted from the \$275 security deposit.
- Any damage to the Community Center and/or its contents including theft or any cost of additional cleaning will be the responsibility of the reserving homeowner and will be deducted from the deposit. Any damage exceeding the deposit shall be billed and assessed to the homeowner at the cost of replacement or repair.
- The homeowner is solely responsible for the conduct and control of all guests including the assurance of the departure from the premises at the conclusion of the event.

- The Enforcement Officer can terminate the function if violations occur.

TENNIS COURTS

The courts are for PPCA Residents and their guests only.

- Hours: 7:00 a.m. to 10:00 p.m.
- Availability is first come, first served with the following time restrictions if others are waiting. Singles: one hour, doubles: one and one-half hours.
- One court may be used per Resident/unit.

Responsibilities:

- Appropriate footwear – light colored soles must be worn at all times while on the courts.
- Tennis lessons are permitted during your time on the court. The applicable resident is liable for any damage or injury caused by or resulting from the presence, use, conduct or misconduct of the tennis instructor.
- Residents must be present with their guests at all times
- Objectionable noise of any type is not allowed
- The homeowner is responsible for any damage to the court or surrounding area caused or related to the use or misuse of the same by him or herself, or his or her family members, tenants, guests, etc.
- To prevent injury to persons and property, All Terrain vehicles, bicycles, Skateboarding, roller-skates, bicycles, etc. and similar objects are not permitted on the tennis courts.

POOL AND SPA

- Hours: 8:00 a.m. -10:00 p.m.
- **Please observe all posted signs in the spa area.**
- The pool and spa access gate must be closed, latched and locked at all times. The gate will be padlocked at closing time each night. Entry to the pool and spa shall be through the gate only.
- The Association does not provide a lifeguard. All persons using the pool do so at their own risk.
- Pursuant to California Civil Code of Regulations Section 3120B.7, unsupervised use by children under the age of 14 is prohibited.
- No alcohol is allowed within the pool and spa gated/fenced area or sun deck.
- No glassware is allowed within the pool and spa gated/fenced area or sun deck.
- Diving, running, inner tubes, rafts, rubber balls, and the throwing of objects are not permitted within the pool and spa gated/fenced area or sun deck. This restriction does not prevent the use of floatation devices designed to assist persons who are unable to swim when used by such persons.
- Health Department rulings by the State of California do not permit animals in the pool, pool enclosure, spa and spa area or sun deck area at any time.
- Patio furniture may not be removed from the pool enclosure area. Pool chairs and chaise lounges are for use while enjoying the pool area.
- Conventional bathing attire must be worn in the swimming pool and spa. Wearing cut-offs or other street clothing and nude bathing is prohibited.
- Any person who cannot control their bowels or bladder must wear tight plastic pants designed for pool use by incontinent persons to prevent feces from entering the swimming pool or spa.
- Any person with open sores is encouraged to refrain from entering the swimming pool until the sores have healed for their health and safety and the health and safety of others.
- Please converse quietly so as not to disturb Residents living near the pool.
- Objectionable noise of any type is not permitted at any time.
- Those wishing to listen to music must use earphones.

- Food is not permitted in the immediate pool and spa area – it is confined to the upper deck only.

For health and safety reasons, it is prudent to limit continuous time in the spa area. The Association requests anyone using the Spa to first consult with their physician regarding any medical conditions that may make using the SPA a health risk.

RECREATIONAL FACILITIES

The recreation facility consists of two floors:

Ground Floor: Separate women and men's saunas with bathroom/shower

Lower Floor: (east side) a racquetball court and a basketball court.

(west side) two racquetball courts

- Hours available for use: 8:00 a.m. to 10:00 p.m.
- Reservations are required for extended use beyond one and one-half hours. See Manager for reservations.
- Smoking is not permitted.
- Glassware is not permitted.
- Place all trash in the trash containers located in each area.
- Objectionable noise of any type is not permitted.
- Lights and ventilators need to be turned off after use.
- Alcohol is not permitted.

IV. OWNER/TENANT

MOVE IN/OUT

- 72-hour notice must be given to PPCA Enforcement Officer or Management prior to scheduling a move-in or a move-out. Owner/Resident will be required to pay a \$200 fee for moving in. An additional requirement will be a refundable \$250 deposit paid prior to all resident move-in and move-outs. At move-in a resident information form must be

completed and returned to PPCA Enforcement Officer or Management. The General Manager will mail \$250 deposit check within five days of approval.

- Elevator pads must be obtained from the enforcement office and installed prior to any use of the elevator for moving purposes. Only the large elevator may be used to move belongings in or out.

KEYS

Each homeowner is required to obtain a common area key, garage access (card or remote) and personal keys from previous homeowner prior to move in. Renters must obtain these from their landlord.

The common area key is for the following areas: recreational facilities, entrance gates, mailroom outside doors, garage pedestrian gates, elevator lobbies, and tennis courts.

Personal keys include unit door key, mailbox key, and key to storage area near elevator on your floor.

Keys and remotes are available from Enforcement Officer.

Key Replacement costs are non-refundable.

Key charges are as follows:

New Common Area Key	\$50
Broken Common Area Key	\$10 (broken key must be turned in)
Mailbox lock and key	\$10
Storage Area Key	\$10
New Key card or Remote	\$50
Replacement key card	\$10
Replacement remote	\$25
Laundry card	\$5

Replacement of unit door keys is the responsibility of the unit owner and is **not** available from the Enforcement Office.

NOISE

Condominium living requires living in close proximity to neighbors. Please show them the consideration you expect others to show you by limiting the noise level emanating from your unit:

- Loud television, radio or stereo playing is prohibited
- Loud conversations or party noise is prohibited.

- Loud conversations, shouting and yelling, playing of music and horseplay in the corridors and stairwells is prohibited.
- Do not start any washing machine, dryer, or compactor after 9:00 p.m. or before 8:00 a.m.
- Barking dogs must be quieted immediately.
- Confine noise by closing patio doors and windows and/or using air conditioners/heaters.
- Noise complaints should be reported to the Enforcement Officer.

PROCEDURES FOR FILING NOISE COMPLAINTS

Many noise problems can be easily solved by a friendly talk with your neighbor, but occasionally a problem is so severe that additional measures are necessary. The following procedure is designed to offer residents experiencing noise problems with their neighbor(s) a swift and easy solution to the problem, while also providing the resident(s) accused of violating the PPCA Noise Policy a mechanism to respond and/or refute the accusation. The fine schedule for noise complaints is separate from any other fine schedule.

Any resident with a noise complaint should:

- Notify the resident in violation of the Noise Policy immediately either in person, or in writing. PPCA enforcement officer may also be called, if the resident does not feel comfortable confronting the neighbor.
- The following day, the resident initiating the complaint should notify the Enforcement Officer, either by letter or email, and list the date, time and description of the noise violation, as well as what action was taken. The resident in violation of the Noise Policy must be contacted and made aware of the problem.
- PPCA Enforcement Officer may be called upon to witness/listen to the noise disturbance and assist with documentation.
- PPCA Management will respond to the resident's complaint by forwarding a copy of the Presidio Noise Policy and notifying the resident in violation of the Noise Policy that there is now a written record of the complaint on file. A description of the Fine Schedule for future violations will be attached to the Noise Policy. If the resident in violation of the Noise Policy is a tenant, the owner of the unit will also be notified. PPCA management will send this response within forty-eight hours of receipt of complaint.
- If there is a second occurrence, the process outlined above is repeated: the Noise Policy violator is notified, followed by written notification to PPCA Management.

- Upon receipt of a second noise complaint, the Board of Directors will schedule a noticed hearing in Executive Session to address the matter. At this hearing the Board of Directors may vote to impose a fine in accordance with PPCA's Fine Schedule.
- At anytime, the affected resident annoyed by the excessive noise has the right to call the non-emergency number of the San Diego Police Department.
- Complaint forms may be obtained from the PPCA office.

Exhibit A (notification of initial complaint)

Notice of Alleged Violation of PPCA's Noise Policy

Please be advised a violation of the PPCA's Noise Policy has been lodged against you.

On _____, at _____, you are alleged to have

_____.

We request that you immediately take the necessary steps to comply with the PPCA's Noise Policy. Specifically, we request that you ensure that the above mentioned noise nuisance is not repeated or continued. Failure to do so will result in a hearing before the Board of Directors whereat a monetary fine may be imposed against you in accordance with PPCA's published Fine Schedule (see attached schedule).

If you believe the complaint against you is in error, you are invited to dispute the complaint within 10 days of this notice, by contacting the PPCA Enforcement office either in writing or email.

Exhibit B (notice of 2nd complaint and call to hearing)

Date:

To:

From:

On _____ you were notified in writing of a violation of the PPCA Noise Policy. We have since received a second complaint against you alleging _____ on _____ at _____.

Please be advised that the Board of Directors will conduct a hearing on [date] at [time] at [location] for the purpose of considering the allegations identified above and determining whether to impose a fine of \$ _____ against you for violating the PPCA Noise Rules.

You have the right to attend this hearing and present any evidence you might have as to why the Board of Directors should not find you in violation of the Rules and Regulations. Should you not appear at the hearing, the Board of Directors will nevertheless conduct the hearing in your absence. If you cannot attend the hearing in person, you may submit a written statement in lieu of your personal attendance.

PETS

No more than one cat or dog may be brought in and domiciled in any unit. Only a commonly accepted household pet: dog, cat, caged birds, or fish in a household aquarium may be kept and maintained within any unit, provided the same is kept for noncommercial purposes.

- Owners are permitted to have **one** pet per unit (cat or dog) and either up to 3 caged birds or a small to medium aquarium.
- No wild, exotic or potentially problem animals may be kept including swine, reptiles, rodents, rabbits or any animal including dogs deemed, by the PPCA, to be a nuisance or a threat to the safety or wellbeing of any Resident, guest or staff.
- Dogs must weigh no more than 35 pounds.
- Dogs not permitted on the premises are those that are considered uninsurable by Homeowner Insurance policy carried by the unit owner.

Registering Pets:

- All dogs must be identified, described and registered with the PPCA General Manager.
- Fill out a pet registration form obtainable from the General Manager

- Bring the form, proof of dog licensing in San Diego County and the dog itself to the office. Bring a picture of the dog to be placed in the file.

Pet Regulations:

All applicable County laws related to pet ownership apply at PPCA as well as the following:

- Residents shall not permit any pet to run loose in the common areas. All pets must be on a leash held by a person capable of controlling the animal while in any portion of the common area.
- The removal of animal waste is the pet owner's responsibility. Waste should be properly deposited in waste receptacles (located near tennis court and in each courtyard).
- Pets are not permitted within the fenced area of the pool, spa, recreational facilities, community center, or tennis courts.
- Pets are not to be left unattended on a balcony or patio, hallway, or any other portion of the common areas.
- Pets shall not become a nuisance or create any unreasonable disturbance such as making noise continuously and/or incessantly, or exhibiting aggressive or other dangerous or potentially dangerous behavior.

FIRE SPRINKLERS

- Homeowners are responsible for any damage they cause to sprinkler heads, such as paint, and/or obstructions or anything that limits their effectiveness, renders them inoperable or violates the **Fire Code**. If mandated official inspection requires replacement of sprinkler heads due to damage caused by a homeowner or resident, the responsible owner will be required to reimburse PPCA for the cost of this work in accordance with the CC&R's.
- In the event a homeowner's heater, barbeque or other personal property triggers the sprinkler system or, the sprinkler system is triggered by the homeowner's willful or negligent conduct, that homeowner will be responsible for reimbursing PPCA its costs related to the same.
- Owners/Residents will cooperate and provide access to their units for yearly inspections of fire sprinklers.

WATER AND PLUMBING

Please read this section thoroughly because water impacts your monthly fees if you are a homeowner, as well as your rent if you are a Tenant. **The cost of water is a major expense** in PPCA's operating budget.

Water Conservation

Water rates have risen continuously for as long as records were kept to keep pace with the growth of Southern California, especially San Diego.

TWO MAJOR SOURCES OF WATER WASTE ARE LEAKY FAUCETS AND RUNNING TOILETS. PLEASE BE ALERT TO THESE POTENTIAL SITUATIONS.

Washing machines can use up to 30 to 35 gallons per load. Showerheads deliver between 5 to 10 gallons per minute. Baths require enormous volumes of water. Running a kitchen hot water tap uses 3 gallons per minute – and it consumes energy, as well. The use of “low-flow” showerheads, low flush toilets and other fixtures are responsible and effective ways to save you and your neighbor's money. Garbage disposals are a serious problem at Presidio Place. Put as much garbage into trash bags as possible.

Replacement of faucet washers requires shut off of the supply stacks serving the unit. Plumbers/technicians must arrange the shut off with PPCA Enforcement office in advance.

Drain backups caused by sink blockages can cause serious damage to property, especially in a multi-story project such as ours. To reduce the risk of such blockages:

- **Do not put** any grease down your garbage disposal or in any drain.
- Use only cold water when operating your garbage disposal.

Run garbage disposal and water for at least 15 seconds after food is ground.

Do not place Mango, potato, banana peels, celery, coffee grounds, pasta, or paper products (wet wipes, paper towels, napkins, etc.) in the garbage disposal as they are likely to cause a blockage.

- Periodically run ice cubes through the disposal to sharpen the blades and help keep the drain clear.
- If your disposal is old or otherwise does not appear to be working effectively, it should be promptly repaired or replaced.

BATHROOM SINKS AND TOILETS

- Know where the shut-off valves are and how they work.
- Consider having your old shut-off valves, also known as angle stops, replaced by a plumber as old ones can freeze and then break when they are used. This also applies to the flex hoses.
- Avoid allowing hair to go down sink and shower drains. Hair should be disposed of in the trash.
- If you have a water emergency, call Enforcement office immediately (619) 299-3819.

STORAGE ENCLOSURE

Each unit is assigned one storage locker located in the room adjacent to the trash and recycle chute. Each Resident should purchase a lock to place on their storage enclosure. All items that a resident wishes to store must be placed inside the assigned storage enclosure.

- Items must not be placed on top of storage lockers (FIRE CODE).
- Residents are urged to ensure that their storage locker is kept locked. PPCA, its Board of Directors, management and staff shall not be liable for any items damaged or missing from this area.
- Items not inside assigned locker will be removed and disposed of.
- Additional storage units are available to rent. See General Manager for more information.

V. ARCHITECTURAL

IMPROVEMENTS

Construction of fences, barriers, walls, paths or exterior alterations anywhere in the common area is prohibited.

In accordance with the FCC and California Civil Code 1376, satellite dishes and antennas up to 1 meter (39.37 inches) in size may be installed in a homeowner's exclusive use common area. No TV antennas or satellite dishes may be installed in other portions of the common area. It is

recommended that homeowners submit an Architectural Change Request in order to insure compliance with this rule.

- Any remodels that impact the flooring or exterior of the unit must be submitted to the PPCA Architectural Committee and approved by the Board of Directors prior to commencement of work. All work performed must be in conformance with the approved plans.
- In deciding upon floor coverings, Owner shall take all reasonable measures to choose floor coverings that mitigate sound transfer between units. All floors except the kitchen and bath must be carpeted, the exception being units on the first floor.
- Structural changes for interior remodels cannot be made without approval of the PPCA Architectural Committee and Board of Directors.
- Owners are responsible for ensuring that any remodel work does not hinder the access of other residents to the common areas. Further, they will be responsible for ensuring that all trash and debris is promptly removed from the premises. No building materials or equipment may be kept or stored in the common areas. The homeowner shall be responsible for the cost of cleaning and repairing any damage to the common area caused by caused by his or her contractors.
- A refundable \$250 damage deposit must be presented to PPCA Enforcement Officer or Management before any private contractors/installers will be permitted to perform work on the premises (emergencies excepted, i.e. plumbers, etc). Providing there is no damage or unusual clean-up, the \$250 damage deposit will be returned within ten (10) days of the date Management is notified that the work has been completed.
- Only duly licensed and insured contractors may be utilized. A contractor is not deemed to be duly insured if his/her/its policy contains an exclusion for work performed for or within a common interest subdivision, condominium project or homeowners association
- Architectural Change Request forms are available from the PPCA Enforcement Office.

BALCONIES/PATIOS

- Exterior Walls: No fixtures or objects may be placed or mounted on building walls, patios or balconies, any part of which is closer than 6" from the railings; no portion of an object may protrude beyond the vertical plane of a railing.
- Bicycles are not to be stored on balconies or patios. They are to be chained and locked in the enclosures provided at the garage level or inside the owner's dwelling unit.
- Laundry, towels, rugs or apparel of any type shall not be placed within view.
- No carpet, Astro-turf or floor covering of any kind is permitted on balconies or patios

- Potted plants, shrubs, hanging plants, etc. may not be attached to the balcony railing or positioned so that any portions protrude beyond the vertical plane of balcony railings. No items may be hung from exterior walls or ceilings. Planter walls and railings should be kept free of objects.
- Plants, etc. that require watering must have an adequate drainage pan beneath them to catch and confine water so that it does not stain or damage the balcony surfaces or leak or flow from the balcony. On balconies with exposures that receive wind-driven rain, plants should be placed sufficiently distant from railings to prevent overflow of soil and water causing staining and mold on the facades of the buildings. The Association at the homeowner's expense will repair damage caused by the failure to abide by this rule.
- Construction or placement of screening, blinds, glass enclosures, storage closets, cupboards or other similar objects is prohibited.
- Except as allowed by law, no signs of any kind may be placed or otherwise displayed on patios and balconies.
- Approval by the Landscape Committee must be obtained before planting in 1st floor planter boxes.
- Balconies and patios must be kept clean and neat.
- Tikki torches, fire pits, fire rings, and similar objects are strictly prohibited on balconies or patios.
- No Charcoal BBQ's are allowed on Balconies or Patios.

WINDOW COVERINGS

- All window coverings shall be either white or off-white, or lined accordingly.
- All windows or sliding patio doors shall be glazed with clear glass. The use of solar film is limited to either light or medium gray. Opaque materials and materials not designed for window covering, including aluminum foil or other reflective, newspaper, bed linens and towels, are prohibited.

HALLWAYS

- Placement of anything in the common area hallways is subject to board approval.

VI. INFRACTIONS, ENFORCEMENT AND FINES

The following procedure will apply to all violations and infractions of the Presidio Place governing documents, including the CC&R's and all duly adopted Rules and Regulations.

At the time a violation is reported or noted by the Board of Directors, the Board of Directors shall generally direct the manager to send a First Notice of violation to the Homeowner and resident, if different, describing the violation and instructing the Homeowner on the actions required to cure the violation. This First Notice shall be served by first-class mail or by personal delivery. Generally, no financial penalty (fine) shall be assessed to the homeowner at this time. If compliance occurs as a result of, and in accordance with, this First Notice, the Board of Directors shall take no further action.

In situations where the Board of Directors, in its sole discretion, determines that the alleged offense is sufficiently serious including, but not limited to, threats against persons or property; dog bites; in-progress, unapproved architectural modifications, the Board of Directors may authorize the omission of the First Notice and proceed directly to the actions described below and/or other enforcement actions authorized by the governing documents and California law.

If the violation described in the First Notice is not corrected within the time specified in the First Notice, or if the violation is repeated, a second notification letter will be sent to the alleged offender ("Second Notice"). The Second Notice will advise the alleged offender that a hearing before the Board of Directors will be held. The Second Notice shall describe the alleged violation(s); the date, time, and location of the hearing; a statement that the alleged offender may attend the hearing and address the Board of Directors; and the penalties that may be assessed at the hearing. The Board of Directors shall fix a hearing date and mail or serve the Second Notice on the Homeowner at least ten (10) days prior to the date of the hearing. The Second Notice shall be served by first-class mail or by first-class mail and by certified mail, return receipt requested. At the hearing, the Board of Directors shall give fair consideration to the Homeowner's oral and/or written testimony, as well as any other information and/or evidence then before it which the Board reasonably determines to be material and relevant, in determining whether to impose a fine and/or temporarily suspend the Homeowner's membership rights and privileges, including his or her voting rights and right to use the common area facilities.

Should the Homeowner fail to appear at the hearing and fail to submit a written statement in defense of the allegations, the Board of Directors may still take appropriate action. The Homeowner, Homeowner's counsel (if any) and any relevant witnesses will be entitled to attend the hearing, but if the hearing is held in Executive Session, they may be excused after the evidence is presented. The Board of Directors reserves the right to deliberate the issue of any alleged governing document violation and reach its decision out of the presence of the complainant (if any), the Homeowner and any representatives or witnesses.

If the Board imposes disciplinary action against the Homeowner, the Board shall notify that Homeowner, in writing, within fifteen (15) days following the Board's decision to take action. This notice shall be provided by either personal delivery or by first class mail.

If the Board decides to take disciplinary action against the Homeowner, such action shall become effective five (5) days after written notice of the Board's decision to impose such discipline is provided to the Homeowner.

If the violation is still not rectified, the Board may call the Homeowner to additional hearings whereat the Board of Directors may impose additional discipline, including additional fines as provided for in the Fine Schedule.

In addition to the above-mentioned actions, The Homeowner shall be liable for the Association's attorneys' fees and all costs related to enforcement actions.

FINE SCHEDULE

The following fine schedule shall apply where the Board of Directors finds a violation of the governing documents (e.g., the CC&R's and Rules and Regulations) has occurred and, in its sole discretion, determines to assess a fine.

1st Offense

Generally: A warning notice, unless circumstances warrant immediate action

Violations Involving a Hazardous Activity¹: Fine not to exceed \$1000.00

Violation of lease provisions. Fines not to exceed \$1000.00

2nd Offense

Violations Involving a Hazardous Activity*: Fine not to exceed \$2000.00

Violation of lease provisions. Fine not to exceed \$2000.00

3rd Offense

Violations Involving a Hazardous Activity*: Fine not to exceed \$3000.00

Violations of lease provisions. Fine not to exceed \$3000.00

Please note that the fines listed above are maximum fine amounts per violation, and are in addition to any actual costs, damages, or expenses incurred by the Association in obtaining compliance with the governing documents and/or repairing or replacing common area improvements damaged or destroyed as a result of any such violation. If circumstances warrant, the Board of Directors may impose lesser amounts. In accordance with the CC&R's and California Civil Code section 5975, the responsible Homeowner shall be liable for any and all costs incurred by the Association in obtaining compliance with the governing documents.

1 A hazardous activity is any activity that could cause serious harm to persons or property, including , but not limited to, threats of physical violence; dog bites; and in-progress, unauthorized architectural modifications. An initial warning shall not be given for hazardous violations. Instead, the owner will be immediately called to a hearing whereat he or she may be fined.

PRESIDIO PLACE CONDOMINIUM ASSOCIATION

AMENDMENT TO RULES AND REGULATIONS

SECTION III. DRONE/ UNMANNED AIRCRAFT USE

Effective Sept 17, 2019

The Board of Directors ("Board") for the Presidio Place Condominium Association ("Association") has adopted the following amendment to the Rules and Regulations. The amendment will address small drone/unmanned aircraft use within the Association and will be adopted as part of Section III ("Common Areas") to the Rules and Regulations:

DRONE/UNMANNED AIRCRAFT

1. Unmanned aircrafts ("Drones") are considered a nuisance. The Association prohibits the operation or use of Drones in any area of the Association, including, Common Area, Units, Exclusive Use Common Areas, and parking lots, as well as Drones launched from private property outside of the Association. This prohibition applies to all drones/unmanned aircrafts (including "small unmanned aircrafts" which are under 55 pounds that are flown for hobby or recreational purposes).
2. The Board, in its discretion, may grant a variance for limited Drone operation within the Association, for purposes as determined by the Board. Such Drone operation will be permitted only for a limited duration and scope, and with prior written approval from the Board for such purposes, for example, as roof inspections. To ensure more efficient processing of these requests, the Board has delegated its authority to grant variance approvals to the Association's General Manager.
3. Any Owner, or their tenant, resident, family member, or guest, found to be in violation of this rule will be subject to the enforcement procedures as described in Section VI herein and Article 12 of the Association CC&Rs.
4. Notwithstanding the policies provided herein, individual owners may pursue private rights of action against Drone operators within the Project through applicable Federal and California statutes.

**Application for One-time Commercial Use* of a drone
Presidio Place Condominium Association**

Name of Applicant _____

Date of Application _____

Address of Applicant _____

Phone number of Applicant _____

E-Mail Address of Applicant _____

Reason/need for drone use _____

_____ **Real estate assessment**

_____ **Commercial delivery**

_____ **Other** _____

Date of planned drone use _____

Start time: _____

End time: _____

Area of Presidio Place where drone is to be flown _____

Applicant's Signature

Application:

___ **Approved**

___ **Denied**

Presidio Place General Manager's Signature

***Recreational/hobby usage is not allowed**

**PRESIDIO PLACE CONDOMINIUM ASSOCIATION
ELECTRIC VEHICLE CHARGING STATION
RULES AND REGULATIONS**

Adopted August 16, 2022

Presidio Place Condominium Association (“Association”) is responsible for managing and operating the Common Areas of the community. California Civil Code section 4745 et seq., provides that if an electrical vehicle charging station (“Station”) is to be placed in Common Area or Exclusive Use Common Area, certain conditions must be met. This Electric Vehicle Charging Station Installation Policy (“Policy”) sets forth the guidelines and requirements that have been adopted by the Association's Board of Directors (“Board”) for this purpose pursuant to Civil Code Section 4745 et seq.

Policy/Guidelines

The Association supports energy-conserving measures and seeks to provide Members (hereinafter called “Owner” or “Owners”) within the Association with guidelines to allow Owners within the Association an equal opportunity to install Stations for use with their electric automobiles.

The Association’s 2003 Amended and Restated Declaration of Covenants, Conditions and Restrictions (“CC&Rs”) require Owners to obtain written architectural approval from the Board prior to making changes to or installing any improvement in the Common Area. Accordingly, an Owner who wishes to install a Station must first apply for and receive approval from the Board.

Applications and subsequent use of Stations must conform with the guidelines below. The Association reserves the right to place further conditions and/or restrictions upon any Station as a condition of approval on a case-by-case basis.

I. Electric Vehicle Charging Station

Station means a system that is designed in compliance with the California Building Standards Code and delivers electricity from a source outside an electric vehicle into one or more electric vehicles. A Station shall include all related components and improvements including but not limited to the associated electricity meter (collectively referred to as “Improvements”). A Station shall meet applicable health and safety standards and requirements imposed by state and local authorities as well as applicable zoning, land use or other ordinances, or land use permits.

II. Locations

(1) Garages/Carports

Stations installed in any garage or carport must connect to Owner-owned and maintained power through an individual meter which exclusively services the Owner’s assigned parking space and the Unit.

Station components must be installed, to the extent reasonably possible, so as to not be visible from the Common Area and the installation must be made in such a manner as to limit visibility of the Station components to the extent reasonably possible. Components, if any, visible from the Common Area must be painted to match the portion of the garage or carport on which they are installed. Installation or maintenance of the Station components cannot compromise the integrity of the roof or watertight membrane of the garage or carport.

(2) Common Area

Installation of a Station for the exclusive use of an Owner in a Common Area that is not the Owner's designated Exclusive Use Common Area parking space, will be authorized by the Association **only if** installation in the Owner's Exclusive Use Common Area parking space is impossible or unreasonably expensive. Owner will not be granted an additional exclusive use common area parking space, but will be required to trade parking spaces with the written approval of the Board.

III. Application for Approval of an Electric Vehicle Charging Station

An application for approval shall be submitted to the Board and approved or denied by the Board in the same manner as an application for approval of an architectural modification as described in the Association's CC&Rs. A complete application shall be submitted consistent with the requirements of Civil Code Section 4745 and in the manner as described in the CC&Rs. The approval or denial of an application shall be in writing. If an application is not denied in writing within sixty (60) days from the date of receipt of the application, the application shall be deemed approved, unless that delay is the result of a reasonable request for additional information.

IV. Electric Vehicle Charging Station Requirements

(1) The Owner must obtain approval from the Board to install a Station. As a condition of such approval, the Owner agrees to:

(A) Comply with all architectural standards for the installation of the Station.

(B) Engage a California licensed, insured and qualified electrical contractor to install the Station and provide proof of license and insurance to the Association prior to performing any work.

(C) Within fourteen (14) days of approval and prior to performing any work, provide the Association with a certificate of insurance that names the Association as an additional insured under the Owner's insurance policy, which covers the installation, maintenance and any damage associated with the Station.

(D) Pay all costs of the installation, electric hook up and electricity usage associated with the Station.

(2) The Owner and each successive Owner of the Unit shall be responsible for all of the following:

(A) Costs of damage to the Station, Exclusive Use Common Area, Common Area, and/or any Units resulting from the installation, maintenance, repair, removal or replacement of the Station.

(B) Costs for the maintenance, removal, repair and replacement of the Station until it has been completely removed from the Exclusive Use Common Area and for the restoration of the Exclusive Use Common Area after removal.

(C) The cost of electricity and any installed meter associated with the Station.

(D) Disclosing to prospective buyers the existence of any installed Station and the related responsibilities of the Owner.

(E) Obtain approval of the Board for removal of any approved charging station in the owner's assigned exclusive use parking space.

(F) Use the charging station only for owner's lawfully registered vehicle(s) and not for any commercial or profit generating purpose.

(3) The Owner and each successive Owner, at all times, shall maintain an umbrella liability coverage policy covering the obligations of the Owner under paragraph (2), and shall name the Association as an additional insured under the policy with a right to notice prior to cancellation. Such insurance must be primary and noncontributory.

(4) In order to ensure that the applying Owner and each of his or her successors in interest are aware of the obligations and to permit utilization of the Common Area and Exclusive Use Common Area by Owner for the Station, upon approval, the Owner will be required to enter into a License Maintenance and Indemnity Agreement ("LMIA") that will be recorded against the Unit. The Owner will be responsible for all expenses incurred in preparing and recording the LMIA.

V. Approvals

(1) The Owner must complete an architectural application and provide the completed application and plans to the Board as required by the Association's Governing Documents and California Law.

(2) The Owner's application must include any and all approved permits from relevant City or County entities for the installation of the Station. If City approval and/or permits are not required, the Association requires written notification from the Owner (or the Owner's Contractor) stating that no such approval is required. The Owner must also submit the prior, written approval, and any and all approved permits, from their current electric utility company servicing their Unit, for the installation of the Station and any associated meter, where such approval is required. If utility

company approval and/or permits are not required, the Association requires written notification from the Owner (or from Owner's Contractor) stating that no such approval is required.

(3) Association approval of the electric vehicle charging station is primarily a review of compliance with all of the requirements of these Rules and Regulations as well as aesthetic compatibility with the Common Area. The Owner is solely responsible for ensuring compliance with all applicable laws and governmental regulations, codes and ordinances and obtaining permits where applicable. Approval by the Association for the Station does not waive the necessity of obtaining City required permits or any other government approval. All approvals must be obtained prior to construction of any Station. The Owner is solely responsible for ensuring that the Station is maintained to the standards set by both the Association and any City or County or other entity with jurisdiction. Upon notification by the City, the Association, or any government entity with jurisdiction over the Owner's Improvement, of any deficiencies in the installation and maintenance of the Station, the Owner must promptly correct same. Failure of the Owner to promptly correct any such deficiencies will be deemed a violation of the Rules and Regulations as set forth in Article VII below.

VI. Installation and Maintenance

(1) Installation

(A) Prior to requesting approval of a Station, the Owner must ensure that the proposed Station will not increase the Association's cost to maintain the Common Area. Notwithstanding, the Owner shall fully compensate/reimburse the Association for any cost to maintain, repair, or replace any portion of the Common Area which arises as a result of the Owner's installation of the Station. Further, the Owner must agree to remit payment in full to the Association for any such costs within fifteen (15) days after presentation of invoices incurred by the Association for such costs. The Owner must further agree that, in the event of a failure to remit such payment, the Association may proceed with any and all legal action to collect such monies due, as provided by the CC&Rs and law, and may recover attorney's fees and costs incurred by the Association for its enforcement of its rights.

(B) Installation and connection of any necessary wiring from any already installed meter servicing the Owner and Owner's Unit to the garage or carport and Station shall only be performed by a California licensed, insured and qualified electrical contractor. The process varies from Unit to Unit depending upon the location of the Owner's assigned parking space from the electrical meter closet.

(C) The Association is not a guarantor of electricity service to any Station. In the event of an emergency or any other event resulting in cut-off or black-out of electrical services, the Association will not provide emergency power service to any installed Station. Owners are solely responsible for ensuring any desired back-up power source to the Station.

(D) The Association expressly reserves the right to amend or supplement these Rules and Regulations.

(2) Maintenance

(A) The Owner, by and through the Owner's agents and/or subcontractors, shall maintain and repair the Station in a professional, operable, attractive and safe condition solely at the Owner's expense, and in accordance with any and all conditions, guidelines, standards, and regulations established by the Board for the Association. The Board shall have the sole discretion to determine whether such Station is being maintained and/or repaired in an attractive and safe condition and in good repair. In the event the Station cannot be maintained or repaired in an attractive and safe condition, the Owner shall remove the Station upon written request by the Association within ten (10) days and restore the area to its original condition prior to the installation of the Improvement, at the Owner's sole expense. If a safety issue is present, the Board, at its sole discretion, may, at the Owner's expense, have the Station removed and the area restored to its original condition.

(B) Except where required by law, the Association shall be under no obligation to approve new or similar Stations in the event the Station needs to be replaced due to wear and tear, damage, or any other cause. The Owner is required to seek all required approvals on any proposed station replacement in accordance with the Association's current Governing Documents.

VII. Violation of Rules and Regulations

Violations include, but are not limited to, failure to obtain architectural approval before installation of a Station. The Association will follow the Enforcement and Fine Policy when determining whether to impose a fine or other penalty upon the Owner. Any Owner who violates the Rules and Regulations will be subject to a fine levied pursuant to the Association's Enforcement and Fine Policy.

The enforcement provision contained herein does not limit or waive the authority of the Association to pursue any other enforcement procedure or remedy against an Owner in violation of the Rules and Regulations or the Association's Governing Documents, as permitted under the Association's Governing Documents or California law.

Adopted October 20, 2022

Proposed New Tennis and Pickleball Courts (combined) Rules & Regulations (FINAL)

TENNIS AND PICKLEBALL COURTS RULES

The courts are for recreational use by PPCA residents and their guests only. Commercial or group use, including private instruction for pay or league or club use is prohibited.

- Hours: 8:00 a.m. to 9:00 p.m.
- Availability is first come, first served, with the following time restrictions if others are waiting. Singles: one hour. Doubles: one and one-half hours.
- Court time begins when you enter the court, not when another party arrives to play. You may exceed the time limit ONLY if no one is waiting to play.
- If you are using more than one court, you MUST relinquish one court when another party arrives (and no court is available).
- New players on the court must indicate in a clear way to those using them that they are waiting to play.
- Residents must be present with guests at all times.
- Lessons for residents or guests are permitted during your time on the court. The applicable resident is liable for any damages or injury caused by or resulting from the presence, use, conduct, or misconduct of any involved party.
- Loud or objectionable noise of any kind, including music, is not allowed.
- The homeowner is responsible for any damage to the court or surrounding area caused by or related to the use or misuse of the same by players, family members, tenants, guests, etc.
- To prevent injury to persons and property, including to the courts, bicycles, skateboards, roller skates, bicycles, all-terrain vehicles, etc., and similar objects are not permitted on the tennis courts.
- Food is not permitted on the courts.
- Alcoholic beverages are not permitted on the courts.
- Dogs or any other animals are not permitted on the tennis courts at any time.
- Guests and residents must comply with all parking rules and will be subject to having their vehicle towed for violations.
- Gates are never to be left open or propped open.
- Trash and recyclable materials must be disposed of when exiting the courts.

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