

(f) That the use is in violation of any statute, ordinance, law or regulation.

5.5 **Leases/Rental Agreements.** Leases and rentals are subject to the following:

5.5.1 All leases and rental agreements must be in writing. All rental agreements must be for a minimum of thirty (30) days and all leases must be for the minimum required by law, but in no event for less than thirty (30) days.

5.5.2 All leases and rental agreements shall be subject in all respects to the Governing Documents, and shall provide that failure to comply with the requirements of the Governing Documents shall constitute a default under the lease which may be cured by eviction of the tenant either by the Owner or the Association.

5.5.3 An Owner who leases or rents his Unit shall promptly notify the Association in writing of the names of all lessees and/or tenants and members of a lessee's and/or tenant's family occupying such Unit and furnish the Association with a copy of any lease or rental agreement.

5.5.4 All Owners leasing or renting their Unit shall promptly notify the Association of the address and telephone number where such Owner can be reached.

5.6 **Unit Modification.** Subject to other applicable restrictions contained in the Governing Documents, including the Architectural Guidelines, Owners may modify their Units subject to the following:

5.6.1 Modifications or alterations of the exterior of any Unit must have the prior written consent of the Board, including any modifications to facilitate access to persons with special needs as contained within California Civil Code Section 1360 and any amendments thereto. Any approval of such modification may be conditioned on such modification's removal by the Owner, at his sole expense, once the access is no longer necessary.

5.6.2 No Owner may install any shutter, screen, blind, curtain, drape or other appurtenance in or on any window or door or balcony and/or terrace openings except those items which are in conformance with standards established by the Board.

5.6.3 No enclosure of balconies and/or terraces, or any part thereof, regardless of floor level, is permitted.

5.6.4 Except as provided by the Governing Documents, Owners shall not paint, remodel or alter any Exclusive Use Common Area or the Common Area without the prior written consent of the Board or, if appropriate, the Architectural Committee.

5.7. **Damage Liability.** Each Owner shall be liable to the Association for any damage to the Common Area or to Association owned property if the damage is sustained because of the negligence, willful misconduct, or unauthorized or improper installment or maintenance of any improvement by the Owner or the Owner's family, guests, tenants, contract purchasers, or invitees. In the case of joint Ownership of a Condominium, the liability of the Co-Owners shall be joint and several, unless the Co-Owners and the Association have agreed in writing to an alternative allocation of liability.

5.8 **Parking and Vehicle Restrictions.** The Board of Directors shall have the right to promulgate rules and regulations related to vehicles and parking as it deems necessary from time to time. Unless otherwise expressly permitted by the Board:

5.8.1 Only "conventional passenger vehicles" are permitted to park within the Property. Except for temporary parking as defined in this Section, no commercial vehicles shall be permitted to remain within any area of the Property including, without limitation, Association owned streets, or the Common Areas, unless parked within the garage spaces. The Association shall have the power, but not the

Order: 85Y73DJZ8



2004-0280447

04/19/2004 09:55:55

15

Document not for resale
HomeWiseDocs