PARK MESA

RULES AND REGULATIONS

PARK MESA
HOMEOWNERS'
ASSOCIATION

Revised October 1998

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PREFACE

Living in a condominium here at Park Mesa can be a happy and rewarding experience through what we, as residents make it. It requires respect for neighbors' rights and a continuing feeling of responsibility towards your chosen community.

To that end, this booklet has been compiled by your Homeowners Association, to provide each resident with a ready reminder and reference of the various obligations we all have towards each other and the preservation of our aesthetic values.

Please read this booklet carefully and be sure your family, tenants, and your guests understand the rules fully. We suggest you keep this booklet handy for ready reference. Any questions should be directed to the management company.

All references to the Park Mesa Homeowners Association refer to your homeowners Association at Park Mesa. You have been given copies of the Declaration of Covenants, Conditions and Restrictions (CC& R's) and the Bylaws of Park Mesa Homeowners Association. We urge you to read these documents since they set forth in complete detail the rights, duties and obligations of each homeowner.

The Board of Directors of Park Mesa Homeowners' Association is granted power to adopt and enforce rules and regulations governing the development. Violations of the rules and regulations should be reported in writing to management. One form has been included with this booklet and additional copies may be obtained by contacting the management company (address listed below).

Your Homeowners Association is comprised of homeowners who volunteer on various committees, or as directors elected by a majority of homeowners. The committees servicing this community are as follows:

Rules and Regulations - Building Maintenance - Landscape - Newsletter

It is the sincere wish of the Rules and Regulations Committee and the Board of Directors that each resident and guest will cooperate in making Park Mesa a pleasant place in which to live. With the assistance of the management company listed below,

The Prescott Companies
543 Encinitas Boulevard, Suite 111
Encinitas, CA 92024-3744
1-800-404-0141

plus help from the committees and the Board of Directors, your Association will manage the following:

1. Gardening and landscaping;
2. Maintenance of all common areas, including the pool, tennis and volleyball courts;
3. Exterior painting;
4. Common area sprinkler system; and
5. Finances as authorized by the Board of Directors.

Streets, sidewalks and utilities are not maintained by the association. Concerns regarding these items should be addressed to the city or individual utility company. i.e. SDG&E. You are responsible for maintaining the utility lines servicing your unit.

GENERAL RULES AND REGULATIONS

INTRODUCTION

The General Rules and Regulations as contained herein are issued by the Board of Directors as authorized by the governing documents of Park Mesa Homeowners Association.

The Rules and Regulations are intended as a guide to the conduct and activities of all members, lessees and residents, and their guests, to the end that everyone living in and using the facilities will enjoy the maximum pleasure without annoyance or interference from others.

Park Mesa falls under the jurisdiction of the City of San Diego and all ordinances and codes apply.

A. ENFORCEMENT:

1. Any homeowner and/or resident has the right to report violations of the rules and regulations. Violations of the rules and regulations will result in action by the Board of Directors against the member responsible for the violation. Actions which the Board may take are defined in the CC&R's.

2. Residents are encouraged to report violations of the rules and regulations to the Park Mesa Board of Directors via the Management Company. In order for the Board to take corrective action, the report must be in writing and signed by the person submitting the report. A violation complaint form is available at the back of this document. The Board must determine that the violation has occurred before they can take corrective action. To aid the Board in their determination as much detail as possible (when, where, what ,who) is needed. It is important that violations, especially of a repeat nature, be reported so that rules are evenly and fairly enforced.

3. The property management company, acting for the Association, has been instructed by the Board of Directors to require the compliance of persons on Park Mesa properties with the provisions of all Rules and Regulations, Bylaws, and the Declarations of Covenants, Conditions and Restrictions (CC & R's). If there is a violation thereof, the property management company has been instructed to do any of the following:

    a. Obtain names and addresses of violators and report to the Board of Directors.

    b. If appropriate, call upon a law enforcement agency for assistance.

    c. In the case of children, make every effort to contact their parents or host immediately, prior to taking the action called for in "b" above.

4. Violations of Rules and Regulations:

    a. Notice of actual violations will be brought to the attention of the resident in writing by the property management company following the policies established by the Board of Directors.

    b. Failure to correct the violations by the resident may result in fines, a loss of privileges, or legal action. All costs pertaining to fines or legal action will be the homeowners' responsibility.

B. COMMON AREA INFORMATION

1. Alterations to the Common Area: There will be no alterations to the common area, such as removing or adding plants, trimming trees or building retaining walls, without written approval of the Board of Directors.

2. Damage to the Common Area: Homeowners are liable to the Association for damage caused by their actions or the actions of their guests or tenants. If a homeowner contracts repairs or otherwise arranges repairs to his/her unit the homeowner is responsible for damage done to the common area by the contractor or repair person, whether or not the repair person or agency is licensed to perform the work. If it is necessary for the Association to perform repairs to the common area as a result of damage caused by the homeowner, his agent, guests or tenants, then the homeowner shall reimburse the Association for any expenditures incurred in repairing the damage.

3. Common area equipment, i.e. time clocks and watering systems, are to be adjusted and set by authorized personnel only -- and not by residents.

4. Park Mesa Homeowners Association Members are responsible for payment of all costs incurred for repair of damage done to common property by actions of their tenants, including damage done during a move into or out of the unit they own.

5. Group Activity: No group activity within the common area, organized or not, is allowed without permission of the Board of Directors. A group is classified as more than four (4) persons.

6. Signs:

    a. No signs are allowed to be displayed in the common area. The only sign allowed is a "For Sale" or "For Rent" sign placed inside the living unit.

    b. If you install an alarm system, stake signs may not be displayed outside of the walls in the common area. They may be displayed in windows inside the living unit.

7. No miscellaneous equipment or materials, such as bicycles, equipment, towels, wood piles, etc., may be placed outside of the living unit if they are visible from a neighboring unit, the street, or any portion of the common area. During a move in or move out, painting or other special circumstances this rule will not be enforced for 24 hours.

8. Various contractors are hired by Park Mesa HOA for landscaping, repair of the common area, and other maintenance and upkeep purposes. In general these contractors are not to be interfered with directly by homeowners or tenants. If there is a problem or request regarding contractors of Park Mesa HOA the homeowner shall contact management by phone or in writing and shall not try and deal directly with the contractor. Park Mesa HOA is not a rental management agency. Problems reported by tenants should be through the owner or the management agency designated by the owner to manage the property. If there is some reason an agent of Park Mesa HOA needs to interact directly with a tenant or homeowner then the contractor or Management will first contact the tenant or homeowner explaining the need and conditions for the interaction. Examples of such interactions are termite treatments, deck inspections, painting of doors, etc.

9. Barbecuing on Balconies: Gas and electric barbecues are permitted on balconies, however, charcoal barbecues are prohibited. Any damage to the building resulting from the smoke from barbecuing is the responsibility of the homeowner.

10. Water Use Restrictions: Hosing off of decks and drives throughout Park Mesa is prohibited. A nozzle with the ability to shut off must be attached to the hose when used for washing of cars.

11. Holiday Decorations: Holiday lighting and/or decorations are permitted without Board approval, provided that such lighting and/or decorations are not installed before Thanksgiving week and must be removed by January 15th.

12. Utility Room Access: Each owner has been issued or will be issued a key to the utility room. If the key is lost, stolen or misplaced, there will be a $25 replacement charge.

C. TRASH REGULATIONS

1. Trash (including cardboard boxes) must be placed in city required garbage containers. Unit numbers must be displayed on the garbage containers and when not put out for pick up, the containers must be stored within the unit garage. Containers may be placed outside no sooner than the evening before pick-up and taken in on the evening of pick up.

2. Residents are responsible for picking up and disposing of trash spilled on common grounds. Hazardous waste, building materials and glass are prohibited from garbage containers.

D. NOISE CONTROL

1. Noise: Noise can be a problem anytime and particularly during the summer months when windows are open. Noise echoes through pathways, fire lanes, and garage and driveway areas. Vehicles entering driveway areas should reduce radio volume so as not to disturb neighbor. Please be considerate of those living close to you and keep noise volume as low as possible.

2. Children: It is the responsibility of parents to see that their children do not unnecessarily disturb other residents.

3. Radios, televisions, musical instruments, party activities and other noise sources (Including barking dogs, car horns and extended warming up of car engines) must be restricted at all times to a level that does not disturb other residents.

E. PETS

1. There is a limit of one domestic pet per unit. A dog may weigh no more than 20 pounds unless written consent of the Board is obtained.

2. In accordance with the City of San Diego Leash Law, dogs must be on a leash at all times when being walked through the common area.

3. San Diego County Animal Control Ordinance prohibits pets from running free and not being controlled by their owner. Residents are encouraged to call Animal Control if they perceive a problem.

4. Pet owners are responsible for immediate removal and disposal of fecal material deposited by pets in common area.

5. Pets shall not be tethered or left unattended in the common area, including decks or driveways.

6. Pets are not allowed within the confines of the recreation area, including the pool, tennis, and volleyball courts.

7. Pet owners are responsible for maintaining their exclusive use areas in a sanitary condition, including, decks, patios, etc.

8. Pet owners are responsible for controlling the noise of their pets.

9. Pet owners will be held responsible and liable for any personal injury or property damage caused by their pet.

10. Homeowners who are disturbed by an animal are urged to write to the Management Company or contact the Animal Control Department.

F. AUTOMOBILES

1. Repair Work: The CC&R's (Section 10.10) prohibit vehicle maintenance, other than emergency work, without the prior written approval of the Board. Emergency work shall be deemed as work that may be done in 3 hours or less and which may be done reasonably on site. Emergencies are infrequent events. If there are more than one or two emergencies a year the Board will consider actions against the unit unless the emergency nature can be explained Minor repairs will be allowed. A minor repair is a repair that can be done so that no other resident knows it was done. If a complaint is issued because of an auto repair the unit should be prepared to prove it was an emergency.

2. Garages: The CC&R's (Section 10.11) prohibit the conversion of any garage portion of any Living unit to any use which prevents the storage of the standard number of automobiles for which it was designed. Garage doors shall be kept closed at all times except when entering or leaving the garage. Infrequently doors may be opened when the homeowner is cleaning their garage or doing other work in the garage where the additional ventilation is needed. Any such work should be very limited and infrequent and homeowners must take account of noise which will bother their neighbors and limit such noise as much as practical.

3. The use of power tools and hobby shops are prohibited by Section 10.10 of the CC&R's. The Board realizes that during certain repair activities, such as replacing decks, the use of power tools is required. However at no time should power tools be used for hobby or

other regular activities that are not necessary to the maintenance and upkeep of the condominium living space.

4. Parking: Park Mesa has a limited number of common area parking spaces. For the purpose of this document these spaces are called common spaces. The rules for using these spaces are as follows:

5. Park Mesa Way is a public street. Use of the street including parking, is subject to the laws of the City of San Diego. Off-street parking areas are part of the common area. As such, their use is under control of the Board of Directors. Violations of the rules may result in towing at the owner's expense.

6. Designated guest parking areas are for visitors only. Use of guest parking areas by owners/tenants is prohibited. Abuse of the guest parking rules should be brought to the attention of the management company. Unauthorized use of visitor parking spaces will result in ticketing the vehicle. Accordingly, after two tickets (warning notices) in a twelve month period, the car will be towed at the owner's expense.

7. Driveways are part of the common area and may not be used for parking recreation vehicles, campers, motorhomes, trailers, boats, vans and offroad vehicles except when they are being loaded or unloaded. Oversized vehicles (RV's, campers, motorcycles, vans and off-road bikes) must be parked outside the common area (guest parking, lawns, driveways) in alternative storage areas.

8. No garage shall be used or converted to any use which prevents the storage of the standard number of automobiles for which it is designed.

9. Driveways will not be used as an area to service or repair automobiles.

10. Garage doors will be kept closed except when entering and leaving.

G. ARCHITECTURAL INFORMATION

1. Exclusive use areas, such as decks, must be kept clean and not used in a manner so as to disturb neighbors. External clothes lines are not allowed. No rugs, articles of clothing, towels or other such items are to be draped over the stair railings, window sills, or balconies. "Furniture" as stated in Section 10.17 of the CC&R's shall be more clearly defined as patio furniture in addition to potted plants are permitted on exclusive use decks. Storage of any kind is prohibited at all times.

2. Alterations or improvements must receive prior approval of the Board of Directors. Homeowners must submit a Request for Modification form (Available from the Management Company) to the committee. A written notification informing the homeowner of the committee's decision will be sent. All requests must be submitted by the owner. Due to the frequency of the Board of Directors meetings, the homeowner should expect up to 60 days before a request receives a response.

3. It is the individual's responsibility to obtain a valid Building Permit from the City of San Diego.

4. All owner installed alterations and improvements are the responsibility of the owner, including appearance and maintenance.

5. Any changes from submitted, approved plans will be subject to removal at the owner's expense.

6. No air conditioning unit which is visible from the exterior of a unit or intrudes on the common area in any way may be installed without prior approval of the Board of Directors. Currently no air conditioning unit or method of air conditioning is approved for use at Park Mesa.

7. Potted plants and planter boxes which the owner intends to permanently affix must be approved by the Board of Directors. Potted plants are not allowed on the railings or walls of the decks.

8. Sunshades, screens, screen doors, roll-up blinds, iron bars or other devices shall not be constructed on or attached to building exteriors unless approved by the Board of Directors.

9. Screen Doors: The following screen doors have been approved for installation at the front door of a unit: Sentry, #4900 in bronze or Protecto, #4800 in bronze. Both doors are manufactured by Active. Any repair of the screen door and/or any damage to the door frame or trim is the responsibility of the homeowner.

H. RENTAL REQUIREMENTS

1. A homeowner who leases their home assigns use of all facilities to the leasing tenant and the homeowner is not permitted to use any facilities. The homeowner, however, retains responsibility.

2. A homeowner who leases his living unit must notify the management company of the change in status within fifteen (15) days providing them with the name(s) of his tenant(s) and all other occupants of the residence.

3. It is the homeowner's responsibility to provide all tenants with copies of the Rules and Regulations, Bylaws, Declaration of Covenants, Conditions and Restrictions, and Articles of Incorporation.

4. Leasing of condominiums is governed by the CC&R's, Section 10.2. No portion of these rules and regulations releases the member from any requirement stated in the CC&R's in regard to leasing of the members condominium.

I. RECREATION FACILITIES

1. Recreation facilities are for the exclusive use of residents. Guests must be accompanied by a resident when using the recreation area. To prevent the use of the recreation facilities by unauthorized individuals, residents and their guests are encouraged to identify themselves to other residents, and strangers should be requested to leave.

   Residents should consider the rights of other residents.

See pool restrictions.

2. Anyone using the recreation facilities shall do so at their own risk, responsibility, and liability.

3. General rules of good conduct should be observed at all times. This includes no running, pushing, or boisterous behavior. Voices should not be raised above a moderate level. This is especially important during late evening and early morning hours.

4. Pool-side furniture must remain pool-side to avoid costly damage to tennis court surfaces.

5. No more than twelve (12) persons allowed on the volleyball court at any one time.

6. Duplicate Keys: Keys must not be duplicated or loaned to friends. You are responsible for the key at all times. There is a $100 replacement fee for lost keys and a $50 replacement fee for lost tags.

J. POOL REGULATIONS

1. The Association does not provide lifeguard supervisory service. It is the responsibility of each resident to ensure that children (under 14 years of age) are under the direct supervision at all times of a designated, responsible adult, (18 years or older), while in the pool area. All persons using the pool do so at their own risk.

2. Limit of four (4) guests per household in pool area. All guests must be accompanied by homeowner/ tenant. Groups exceeding six (6) persons per household require special permission from the Board of Directors.

3. Showers are required before entering the pool. This is especially important after play on the tennis or volleyball courts.

4. Usual and customary swimming attire is required.

5. Hairpins, hairclips or other similar objects should not be worn in the pool. Long hair must be in non-metallic restraints.

6. Diving, cannon-balling, running, boisterous play, tag games, or dangerous behavior of any kind are not permitted in the pool area.

7. No glass containers or bottles, etc., are permitted in the pool area. Only unbreakable containers are permitted in the pool area and these must be removed or disposed of in the containers provided. Injuries are not the responsibility of the Homeowners' Association. We ask you to be thoughtful and considerate of your neighbors.

8. Oil up after the swim, not before. Use towels; don't oil up the furniture.

9. No type of food preparation or barbecuing is permitted in the pool area. No food is allowed in the recreation area or volleyball area. A high fire and public health hazard results.

10. Entry to the pool shall be through the gate only. Climbing over the fence or gate is prohibited. The gate must be closed and locked at all times.

11. No Person(s) are allowed to bring large objects into the pool area and are requested to respect other resident's using the pool by keeping voices down. Any person, regardless of age, who is incontinent or otherwise at risk of excreting into the pool shall be required to wear protective plastic outerwear.

12. No animals are allowed within the pool area.

13. Bicycles, roller skates or skateboards are not permitted in the pool area. Leave walkways clear.

14. Gates are to remain closed at all times.

15. Pool is for private use only.

K. TENNIS COURTS

1. An owner may bring four guests. Guests must be accompanied by a resident and play on the same court.

2. A reservation system is in place to enable residents to ensure a court is available at some scheduled time. To reserve a court the resident must place his/her name on the reservation board in the recreation area. This system works on the honor principle. A valid reservation must include a name, date, and unit number. After play the resident should remove their name from the reservation board.

3. Playing time is 60 minutes for singles and 90 minutes for doubles. Players must vacate the court at the end of the time if someone is waiting. If a resident starts using a court which is not currently in use, but it has been reserved (prior to the start of the play) by another resident, then the court must be relinquished at the reserved time.

4. Proper attire and tennis shoes are required on the tennis courts. Shoes that mark the court are not allowed. Residents are responsible for ensuring that their guests are properly attired.

5. No skateboarding, roller skates or other activities not normally associated with tennis are allowed on the tennis courts.

6. No breakable beverage containers are allowed on the court. All containers must be removed after completion of play. No food is allowed on the tennis courts.

These rules should be kept with your association records for future reference. If your unit is rented, please provide your tenant with a copy of these rules and regulations. If you have any questions, please contact the Prescott Companies at 1-800-404-0141 or (760) 634-4700.

PARKING and RELATED RULES as amended, approved 2013

F. AUTOMOBILES

1. Repairwork

The CC&R's (Section 10.10) prohibit vehicle maintenance, other than emergency work without the prior written approval of the Board. Emergency work shall be deemed as work that may be done in 3 hours or less and which may be done reasonably on site. Emergencies are infrequent events. Minor repairs will be allowed within the garage. A minor repair is a repair that can be done so that no other resident knows it was done. If a complaint is issued because of an auto repair, the unit owner should be prepared to justify the emergency. Driveways should not be used to service or repair vehicles.

2. Garages

The CC&R's (Section 10.11) prohibits the conversion of any garage portion of any unit to any use which prevents the storage of the standard number of vehicles for which it was designed. Garage doors shall be kept closed at all times except when entering or leaving the garage. However, on occasion as necessary, a garage door may be partially open to allow for venting when using the clothes dryer (on a unit without a dryer vent).

At all times, residents should take all practical precautions to avoid any noises which may disturb other residents.

3. Use of power equipment and tools

Section 10.10 of the CC&R's prohibit the use of power tools and hobby shops. Although, from a practical standpoint, such use may be necessary on occasion, at no time should power tools be used

on a routine basis as a hobby or other activity not required for the repair or maintenance of the living space.

4. Parking:

Park Mesa Way is a public street and subject to the City of San Diego laws. The maximum speed limit is 25 MPH. Residents are urged to use extreme caution at all times, especially when entering/exiting the garage driveways. Due to parked vehicles, depth of vision may be limited.

To report violations, call the City of San Diego police non-emergency line: (619) 232-5200. Open common area parking spaces are reserved for the use of guests and visitors ONLY.

Use of guest parking spaces by residents (owners or tenants) is prohibited at any time. Unauthorized use of visitor parking spaces will result in ticketing the vehicle. Accordingly, after two warning notices (ticket or letter), in a twelve month period, the car may be towed at the owner's expense. In addition a monetary penalty may be levied.

A "visitor" is limited to overnight parking on the property for up to 3 nights within any 7 day period. Regular or frequent DAY TIME visitors such as service providers, health care workers, house cleaning service providers, pet walkers, delivery vehicles (vans that do not occupy more than one space) are permitted.

Campers, recreational vehicles, boats, trailers, or any such vehicles may not be parked in the common area guest spaces. No overnight parking of commercial vehicles, including moving vans is allowed.

All vehicles parked in common area guest spaces must display current registration and be in working condition.

A "resident" is prohibited from parking in any guest space at any time.

All (garage) driveways are considered emergency FIRELANES and may not be used for parking at any time. Any vehicle left unattended for any amount of time is considered “parked” and subject to immediate tow at the owner’s expense as well as a monetary penalty.

Common courtesy should be used to ensure access in and out of garages.

The enforcement policy for continual violations of the governing documents and rules and regulations includes the ability to impose a monetary penalty.

Dated: February - 2010
S: Park Mesa/notices/parking/02.10

J. POOL REGULATIONS (approved 2012?):

1. The Association does not provide lifeguard supervisory service. It is the responsibility of each resident to ensure that children under14 years of age are under the direct supervision at all times of a designated, responsible adult, 18 years or older, while in the pool area. All persons using the pool do so at their own risk.

2. Babies must have the proper swim diaper and plastic pants. At no time should babies be in the pool without protective diaper, etc.

3. Limit of four (4) guests per household in the pool area. All guests must be accompanied by homeowner/tenant.

4. Showers are required before entering the pool. This is especially important after play on the tennis and volleyball courts.

5. Diving, cannon-balling, running, boisterous play, tag games, or dangerous behavior of any kind are not permitted in the pool area.

6. No smoking is allowed in the pool area.

7. No alcohol is allowed in the pool area.

8. No glass containers or bottles, etc., are permitted in the pool area.

9. No type of food preparation or barbecuing is permitted in the pool area. No food is allowed in the recreational area or volleyball area.

10. No person(s) are allowed to bring large objects into the pool area and are requested to respect other residents using the pool by keeping voices down. Any person, regardless of age, who is incontinent or otherwise at risk of excreting into the pool shall be required to wear protective plastic outwear.

11. No animals are allowed within the pool area.

12. Bicycles, roller skates, roller blades, skateboards, etc, are not permitted in the pool area.

13. Pool is for private use only. Gates are to remain closed at all times.

14. Hairpins, hairclips or other similar objects should not be worn in the pool. Long hair must be in non-metallic restraints.

15. Oil up after the swim, not before. Use towels; don't oil up the furniture.

PERSONS HAVING CURRENTLY DIARRHEA OR WHO HAD ACTIVE DIARRHEA WITHIN THE PREVIOUS 14 DAYS, SHALL NOT BE ALLOWED TO ENTER THE POOL WATER

FINE POLICY ***(approved Jan 2015)***

All violations $150 fine, Trash can violations are $50 for first and second offenses and $100 fr third offense. Architectural violations $250 for first offense and $500 for second offense. Management will include verbiage as to what requires architectural request. It will go out in January billing statement for 30 day review period.

PARK MESA HOMEOWNERS ASSOCIATION

FINE POLICY
FOR
VIOLATIONS OF THE CC&RS / RULES & REGULATIONS

ADOPTED 1/14/15

As provided in the Declaration of Covenants, Conditions and Restrictions, the Board of Directors has the authority to enforce the Rules and Regulations of the Association. The authority includes the Board's right to assess fines. These powers are not intended to be taken lightly or administered in a frivolous manner. Penalties will be imposed only after the Board of Directors has received a written complaint from a complaining party.

Upon receipt of a written complaint, owners will be notified in writing by the Board or the management company of any alleged violations. The complaint will generate a courtesy letter by the management agent advising the offender of the complaint and requesting compliance with the Association's rules within ten (10) days. In the event the violation is not corrected, the Board of Directors will hold a hearing on the matter and the homeowner will be asked to show cause why a penalty is not in order.

When a hearing is scheduled for the Board to resolve a complaint and/or consider the imposition of a penalty, the management agent will send a formal complaint letter to the offending owner of record by first class mail. This letter will state the nature of the complaint and the date and place of the next regular Board meeting at which the complaint will be heard. The offending owner will be provided at least ten (10) days prior to the complaint being heard. The offending owner is entitled to due process and may be present at the hearing and present evidence to the Board, orally or in writing.

If a fine is imposed for any one violation, the minimum fine will be $150.00. For a trashcan infraction, the first violation will be $50, second violation will be $50 and third violation and subsequent violations of the same rule will be fined at $100. In addition to any fine levied, the Board shall impose any additional sums which amount to actual costs to the Association to repair Association's property in correcting the violation, or other costs and attorney fees incurred by the Association in bringing the homeowner into compliance. The levy of said assessment shall be in addition to any other legal remedy or remedies available to the Association to enforce its Rules & Regulations.

If an architectural violation occurs, the owner is subject to a minimum fine in the amount of $250 for the offense and if not corrected within 30 days of the initial fine, the amount will double to $500 and will continue to be $500 for every 30 days of non compliance.

An architectural request is needed for the following items: Any exterior modifications such as window changes, changes to the outside structure, satellite dishes, etc...when in doubt, please contact management for direction.

FINE POLICY INFO FOR SHORT TERM RENTALS

(started w/ legal Jan 2018, was it approved?):

The language would look something like this:

For any and all violations of the Association's transient occupancy, short-term and vacation rental restrictions set forth in CC&Rs Article X, Section 10.2, the Association will levy a $500 fine for the first violation, a $1,000 fine for the second violation, a $1,500 fine for the third violation, and a $2,000 fine for any subsequent violation.

We also discussed adding additional language to their Rules or the Fine Policy regarding leasing violations. Here's our suggested language:

IMPORTANT: After an initial courtesy notice, an owner who violates the Association's transient occupancy, short-term lease or vacation rental restriction shall not be provided a first-offense warning. He or she will instead be provided with notice and a hearing. At that hearing, the Board may assess a monetary penalty of $500.00 for his or her first violation and may suspend membership privileges.

If, within twelve (12) months of violating the Association's transient occupancy, short-term and vacation rental restriction, the same Owner rents or leases his or her residence violation of this policy, he or she will be called to additional hearings whereat he or she will be assessed additional monetary penalties in accordance with the fines published above.

The above-stated monetary penalties shall be imposed per violation and not per month that such violations occur.

In addition to the above-stated monetary penalties, a lawsuit may be filed against the violating Owner for injunctive relief.

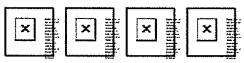
NOTE: Internet, print and other types of advertisements for short-term leases or rentals within the Park Mesa community shall be deemed proof of violation of the leasing restrictions contained in CC&Rs. It shall be the Owner's responsibility to provide the Board with the following proof that he or she is not in violation of the same: 1) a signed lease or rental agreement covering the period in question that explicitly states a lease or rental term of at least thirty (30) days; and 2) a signed, notarized declaration from the tenant or tenants attesting to the authenticity and accuracy of that signed lease or rental agreement.

Let me know if there are any other questions. As discussed, I will amend the letter to owner Amy to mention that her tenant is renting out a room.

Thanks,

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10200 Willow Creek Road, Suite 100 | San Diego, CA 92131
Phone: (858) 527-0111 | Fax: (858) 527-1531 | www.epsten.com





INDIVIDUAL CAMERA POLICY:

Park Mesa Homeowners Association
Private Security Cameras Policy

January 2017

The Association's Board of Directors understands that some Members have installed security cameras to address safety concerns and that other Members wish to do the same. Because these cameras can affect Common Area and can raise privacy concerns within the community, the Association adopts this policy to address Members' prior and future installations of private security cameras.

From this date forward Members wishing to install security cameras must submit the attached application to obtain approval from the Board of Directors and/or Architectural Committee prior to the installation of any exterior private security cameras. Those Members who have previously installed exterior surveillance cameras are required to submit an application for retroactive approval of the installed cameras. If cameras are installed inside a home, they must be positioned in a manner that does not intrude on the privacy of other residents.

Every application for the installment of a camera must identify the size, make, and model of the camera, the range of the camera and photographs of the proposed location of the camera. Cameras must be located to blend into the structure of the unit and to be unobtrusive. Members shall be solely responsible for maintaining the camera and shall not let the installed camera become damaged or rusted so as to create an unsightly or unattractive appearance in the community. Each Member shall be liable for any damage caused by the camera. The Association may require a new application if there are any changes made to the initial installation, such as altering the location, equipment or field of view of the camera.

The purpose of any security camera shall be limited to identifying or preventing criminal activity or vandalism to a Member's unit or personal property. Cameras that intrude into the privacy of other residents or their guests are not permitted. Cameras must be placed in a manner to maintain the privacy of other community residents or their guests. Cameras may not be directed at other units, including the doors, windows, patios, garages or balconies of other units. Installation will only be approved by the Board of Directors after all neighbors' rights to privacy and enjoyment of their properties have been addressed and considered. If necessary, the Association's Board of Directors may review placement of the security camera and the camera's zone of view or consult with an expert regarding the placement and zone of view. Further information may be requested at that time. If an expert is consulted, the Member requesting the installation of a camera shall pay for the reasonable cost of the review, even if the installation application is denied by the Board of Directors or Architectural Committee.

Only Members of the Association may install security cameras. Tenants, renters and other non-owners must receive written permission from the Member (homeowner) and the Member must receive approval from the Board of Directors before that Member's tenant, renter or other non-owner may install a security camera.

COMMUNITY SURVEILLANCE CAMERA POLICY

Park Mesa Homeowners Association
SURVEILLANCE CAMERA POLICY
Effective date March 14, 2018

PREAMBLE

Many residential communities are now using surveillance cameras to help prevent and solve crimes within the common areas of their communities. Park Mesa Homeowners Association (hereinafter "Association") is no exception. Because the Association utilizes surveillance cameras in the Common Area for these purposes, the Board has developed this policy to address privacy issues associated with having surveillance cameras and to ensure that the cameras are used strictly as intended.

All residents should note that, while the Association employs surveillance cameras, the **Association and its Board of Directors cannot and do not in any way assume responsibility for, or guarantee the security of, Association residents, guests and property.** The video stream from the surveillance cameras will not be monitored on a regular basis and will not be effective in stopping a crime while it is occurring. The video from the cameras will primarily be used to attempt to identify the persons responsible for a crime after it occurs. All Association residents are urged to undertake their own reasonable safety precautions, such as locking their doors and windows, and not leaving valuables unattended in or near the Common Areas.

POLICY

This policy, which applies to all Association Board members, management company employees, vendors and all other Association agents and representatives, shall govern the use of the Association's surveillance cameras, including their video monitoring and recording systems.

Surveillance cameras shall only be used to monitor Association Common Area.

The Board shall determine the locations in and on the Common Area where cameras will be placed.

Cameras may be placed in the exterior of any Association Common Area property owned or otherwise managed and controlled by Association.

The primary goals of the surveillance cameras are as follows:

1. **Vandalism**: To capture acts of vandalism to Association Common Areas on video so that the Board and/or law enforcement can pursue reimbursement and/or prosecute the perpetrator(s). Examples of "vandalism" include destroying plant material, spray-painting or otherwise placing graffiti on the surface of any Association owned property.
2. **Property Crimes**: To capture acts of theft to Association property on video so that the Board and/or law enforcement can pursue recovery or reimbursement, as well as prosecute the perpetrator(s).
3. **Violations to Governing Documents and California Law:** To capture violations to the Association's governing documents, especially those that jeopardize the safety of residents and guests so that appropriate action can be taken.

APPROPRIATE USES OF SECURITY CAMERAS

The Board shall only use surveillance cameras where it deems the cameras may be needed to address one of the goals listed above.
Surveillance cameras are not intended to be used for the following purposes:

1. To infringe on any resident or guest's reasonable expectation of privacy;
2. Voyeurism;
3. To perpetrate criminal activity;
4. Surveillance of the interior of any residential property; or
5. To intentionally embarrass or harass an Association resident or guest.

GUIDELINES

General Guidelines:

1. Information obtained from the cameras shall be used exclusively for the purposes of the primary goals listed above.
2. All camera installations and use shall be subject to federal and state laws.
3. Areas subject to camera surveillance shall be clearly identified with a sign stating that camera surveillance may be taking place. These signs shall be at the main entrance to the development, as well as the areas where the cameras are located.
4. Access to the surveillance video shall be limited to those authorized by the Association Board of Directors and law enforcement officials. No individual Director may review the video except in the presence of another Director, Association manger or law enforcement official after receiving proper authorization from the Board of Directors.
5. The surveillance videos will be written over or destroyed on a periodic basis unless the video is being used to investigate a crime or other event or incident which may be documented by the video. Surveillance videos used to investigate, prosecute or otherwise litigate shall be retained until the investigation, prosecution and/or legal action is complete. Surveillance videos provided to law enforcement for the purpose of investigation and/or prosecuting a crime shall be kept by the agency for the period that agency deems appropriate.

Specific Guidelines:

1. Surveillance videos shall only be reviewed by those persons identified in item 4 under 'General Guidelines' above under the following circumstances:

    a. Vandalism or other violation of the governing documents is observed or reported;
    b. Any act that may be considered a crime is observed or reported; and
    c. Police or other law enforcement personal request review for official law enforcement purposes.

2. The release of surveillance video to others:

    a. Upon prior Board authorization, any Board member may release Association surveillance video to any law enforcement officer provided the conditions listed in 1.a and/or 1.b. above are satisfied. Any Association management employee may release

surveillance video to any law enforcement officer upon receipt of written authorization by the Board to do so.

b. Where persons of interest related to an alleged crime can be identified via a gate code or other reasonable means, the surveillance video may still be viewed to confirm the identity of that person or persons.
c. The Board shall not release surveillance videos or still photographs to any member or guest of Association unless by order of a subpoena.
d. The Board shall not release surveillance videos on any "public" conduit, including, but not limited to, social media, and all other web-based mass dissemination forums.

This Surveillance Camera Policy was duly approved and adopted by the Board of Directors for Association at its open session meeting held on April 11., **2018**_____.

President

Secretary

Treasurer

POTTED PLANTS APPROVED 2017

Pernicano REALTY & MANAGEMENT, INC.

"Quality Service With a Personal Touch"

PARK MESA HOMEOWNERS ASSOCIATION

July 20, 2017

Proposed Rule Adoption Notice

Dear Homeowner(s):

A law effective January 1, 2004, states that before a new rule or regulation may be adopted by the Board, it must first be brought forth before the members for discussion. Therefore, the following revised rule and regulation will be proposed for adoption by the board at the September 13, 2017 meeting at the on-site clubhouse at 6:00PM.

Current Rules:

Article B (1):

1. Alterations to the Common Area: There will be no alterations to the common area, such as removing or adding plants, trimming trees or building retaining walls, without written approval of the Board of Directors.

Article G (7):

1. Potted plants and planter boxes which the owner intends to permanently affix must be approved by the Board of Directors. Potted plants are not allowed on the railings or walls of the decks.

Revised Rule:

The revised guidelines for plants in any common area is as follows:

1. Plants that a resident wishes to place in the common area can only be placed in the common area entry decks.
2. They are to be placed so as not to obstruct ingress to or egress from any unit or block emergency equipment.
3. Are not to cause a safety hazard of any kind.
4. Are not the subject of any validated complaints by neighbors.
5. If you place a plant not immediately outside your front door of the plant owner, you must label the pot with your unit number.
6. All plants must have appropriately sized drip pans.
7. You must maintain your plant at all times.
8. The Board reserves the right to request you remove it at any time should you not follow these guidelines.

See back side →

2851 Camino Del Rio South * Suite 230 * San Diego, CA 92108 * (619) 543-9400 * Fax (619) 543-9625

Purpose Of The Rule Changes:
The Board has observed many residents who have neglected to maintain their plants. They have an abundance of plants placed in various common areas and/or have placed them in areas that may be a hazard to other residents.

The Board will be meeting on September 13, 2017 during the open Board Meeting to discuss the adoption of the above plant rules. If you would like to comment on the above proposed rule, please either send your written correspondence below or plan on attending the noted meeting:

Via Regular Mail:	Park Mesa Homeowners Association 2851 Camino Del Rio South, Suite 230 San Diego, CA 92108
Via Fax:	619-543-9625
Via Email:	Lizz@pernicanorealty.com

We encourage you to review the revised plant rules/guidelines and keep it filed with your other important association documents. Please feel free to contact me if you have any questions regarding this notice.

Sincerely,

Lizz Lindsay

Lizz Lindsay, CCAM ®
Community Association Manager

COMMUNITY GARDEN (approved April 2022):

Rules and Regulations – Park Mesa Community Garden

1. Participants must be in good standing with association.

2. One box will be assigned per residential unit.

3. Garden boxes will be available on a “first-come, first-served” basis. Applications for garden boxes can be obtained from the Community Association Manager. Complete, submitted applications will be considered in the order they are received.

4. Resident parking in guest spaces is not allowed.

5. Garden is open from dawn to dusk.

6. Gardening and benefits of yield in any garden space are only for that space’s assigned gardener.

7. Up-keep of garden boxes is the responsibility of the registered resident. If resident is unable to maintain his/her designated garden box, he/she will be required to surrender it. The Board of Directors reserves the right to reclaim any garden box without cause.

8. No herbicides or pesticides may be used.

9. Water must always be shut off when not in use

10. Residents may work only in their own garden boxes and may not disturb any other garden box unless a request is made in writing by the resident assigned to the garden box or at the direction of the Board of Directors.

11. When gardening, residents must be considerate of homeowners residing in units near the Community Garden. When talking, voices should be kept low. Noise from audio speakers should be kept to a level that cannot be heard outside the immediate area of the Community Garden.

12. Residents must supervise any visitors or pets they bring into the Community Garden.

13. Planting of Cannabis/Marijuana is not allowed.

14. Enjoy yourself and have fun!

SATELLITE AND ANTENNA: (I can't find when this was approved)

Park Mesa Homeowners Association
Antennas Rules and Regulations

The Park Mesa Homeowners Association has defined the following rules and regulations for satellite dish or antenna installations.

General:

1. The purpose of these regulations is to protect the physical assets of the community and still permit homeowner access to broadcast signals per the current FCC regulations.
2. All requests for any satellite dish or antenna must be in writing to the HOA management company. An application may be obtained from the property management company, Pernicano's Realty.
3. The requests should include a written description of the antenna and a diagram of the proposed installation.
4. The homeowner cannot proceed with the installation until receiving a written approval letter.
5. Any installation that does not conform to these regulations will be removed and the cost of the removal and subsequent repairs to the exteriors will be billed to the homeowner.
6. Terrestrial antennas:

This covers the over the air reception of publicly broadcasted signals which include but not limited to VHF, UHF, FM, AM, WIFI, HD Radio, and HDTV signals.

7.Satellite antennas (dish):

This section covers the reception of subscription and non-subscription based satellite signals which include but not limited to satellite television, satellite radio, and satellite based Internet services.

Rules:

I. Antenna number and size:

The number of antennas is limited to one. The maximum size of the dish/antenna cannot be more than 1meter (40 inches) in any dimension.

II. Antenna location/installation:

Terrestrial antennas: All antennas may be mounted inside the unit or inside the attic space and all wiring should be routed inside the unit's structure (with the exception of units with no attic space*).

Satellite antennas: Should be mounted on the roof attached to a wood surface, eve joists or fascia. The use of eves joists clamps is recommended.

On units with flat roofs, a weighted sled/skid satellite dish mount should be used on the flat roofs when possible. No penetration through the roof membrane is permitted. Can also be installed on an adjacent unit roof eve joist or fascia.

NO PENETRATIONS ARE PERMITED ON SHINGLES, FLAT ROOF MEMBRANES OR STUCCO SURFACES.

The purpose of this rule is to prevent structural damage to the building and residences from moisture.

No antenna or mounting pole/mast should be higher than the highest part of the roof, and the location should be in a place shielded from view from the ground level or from other units to the maximum extent possible.

All installations shall be completed so they do not materially damage the common area, or individual units, or void any warranties of the condominium association or other owners, or in any way impair the integrity of the building.

All wiring should meet the current local electrical code. The National Electrical Code requires the mast (Antenna/Dish) to be grounded [810.15] With the exception of units with no attic space, no wiring may be mounted on the outside structure of the unit. The recommended routing for the exterior antenna wires is thru an existing opening like attic vents, attic access hatches or ventilation (exhaust vents).

- On flat roof units only (1041 SQFT 2 bedroom units) the cable can enter thru the top of one of the master bedroom windows using a flat ribbon cable thru the window opening or making a hole on the window frame only.

III.- Antennas must be secured so they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the antennas, including damage from wind velocity.

IV.- Maintenance

Owners who install or maintain antennas are responsible for all associated costs, including but not limited to costs to:

- Place (or replace), repair, maintain, and move or remove antennas.
- Repair damage to any property caused by antenna installation, maintenance or use.

Rev. 1 November 7, 2017

Park Mesa Homeowners Association
Antennas Rules and Regulations

- Pay medical expenses incurred by persons injured by antenna installation, maintenance, or use.
- Reimburse residents or the Association for damage caused by antenna installation, maintenance or use.
- Restore antenna installation sites to their original condition.
- Owners shall not permit their antennas to fall into disrepair or to become a safety hazard. Owners shall be responsible for antenna maintenance, repair and replacement, and the correction of any safety hazard.
- If antennas become detached, owners shall remove or repair such detachment within 72 hours of the detachment. If the detachment threatens safety, the Association may remove antennas at the expense of the owner.
- Owners shall be responsible for antenna repainting or replacement if the exterior surface of antennas deteriorates.

IV.- Association Maintenance of Locations upon Which Antenna are Installed

- If antennas are installed on property that is maintained by the Association (roof), the owners

retain responsibility for antenna maintenance. Antennas must not be installed in a manner that will result in increased maintenance costs for the Association or for other residents. If increased maintenance or damage occurs, the owners are responsible for all such costs.

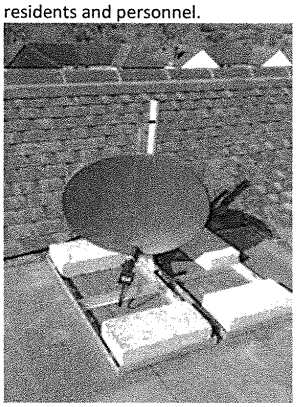
- If maintenance requires the temporary removal of antennas, the Association shall provide owners with 10 days

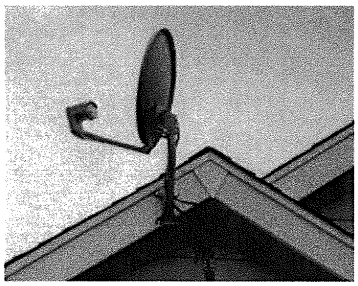
written notice. Owners shall be responsible for removing or relocating antennas before maintenance begins and replacing antennas afterward. If they are not removed in the required time, the Association may do so, at the owners' expense. The Association is not liable for any damage to antennas caused by Association removal.

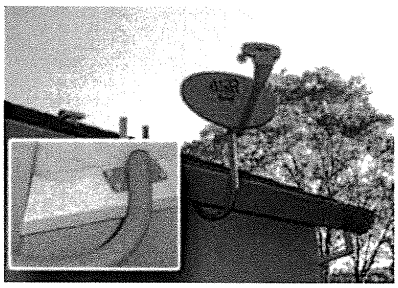
V.- Any installer other than the owner shall provide the association with an insurance certificate listing the association as a named insured prior to installation. Insurance shall meet the following minimum limits:

- Contractor's General Liability (including completed operation): $1,000,000.
- Workers' Compensation: Statutory Limits

The purpose of this regulation is to ensure that antennas are installed in a manner that complies with building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures, posing a potential safety hazard to Association residents and personnel.







Rev. 1 November 7, 2017

ASSESSMENT COLLECTION POLICY

PARK MESA HOMEOWNERS ASSOCIATION
ASSESSMENT COLLECTION POLICY

Timely payment of regular and special assessments is of critical importance to the Park Mesa Homeowners Association ("Association"). A member's failure to pay monthly assessments when due creates a cash-flow problem for the Association and causes those owners who make timely payment of their assessments to bear a disproportionate share of the community's financial obligations. Therefore, the Association's Board of Directors has enacted the following policies and procedures concerning collection of delinquent assessment accounts:

1. **Assessment Due Date.** All regular assessments shall be due and payable on the first day of each month. Special assessments shall be due and payable on the due date specified in the notice imposing the assessment. Regular and special assessments shall be delinquent if not paid within thirty (30) days after they become due.

2. **Late Fees.** A late charge of ten dollars ($10.00) or ten percent (10%) of the amount of the assessment, whichever is greater, may be assessed when an assessment is delinquent. The Association shall be also entitled to recover any reasonable collection costs, including attorney fees, that the Association incurs in its efforts to collect the delinquent sums. **Non-receipt of a monthly statement does not exempt an owner from the obligation of remitting payments within thirty (30) days of the due date to avoid late charges.**

3. **Interest Charges.** If an assessment payment is delinquent for more than thirty (30) days, interest may be imposed on all sums due, including the delinquent assessment, collection costs, and late charges, at an annual percentage rate of ten percent (10%). Late charges and interest on past due amounts may be modified by the Board in accordance with any changes permitted by state law.

4. **Lien policy.** Prior to filing a lien for delinquent assessments, the Association or its agent shall send a warning letter, via certified mail, to the unit owner when the account is more than thirty (30) days past due. If the delinquent account is not paid current within thirty (30) days of the letter, the Association or its agent may cause to be recorded in the San Diego County Recorder's Office a Notice of Delinquent Assessment (assessment lien) concerning all sums that are then delinquent, including the delinquent assessment, late charges, costs, and reasonable attorneys' fees. Recording this notice creates a lien, which is subject to foreclosure, against the delinquent owner's property.

5. **Enforcement of Lien.** If the delinquent account is not paid current within thirty (30) days of the filing of the lien, the Association may enforce the lien in any manner permitted by law, including but not limited to, foreclosure or lawsuit for money damages.

6. **Lawsuit and Foreclosure Costs.** If a lawsuit or foreclosure procedure is initiated by the Association to recover assessments, the Association is entitled, by law and by the Declaration of Restrictions, to recover not only the amount in default, plus late charges, but also reasonable costs of collection, including trustee fees, title company charges, and attorneys' fees.

7. **Reasonable Costs of Collection.** The Association is entitled to collect all of the following as reasonable costs of collection: interest, late charges, collection expenses,

administration fees, attorneys' fees, reimbursement assessments or any other amounts due to the Association.

8. **Application of Payments.** Payments received on delinquent assessments will be applied to the owner's account as follows: payments shall be applied first to the principal delinquent balance. Only after the principal is paid in full shall any payments be applied to interest, late charges, collection expenses, administration fees, attorneys' fees, reimbursement assessments, or any other amount due to the Association which results in continued delinquencies.

9. **Release of Lien.** As soon as a delinquent owner has paid in full all delinquent assessments and charges, including attorneys' fees, the Association's collection agent or attorney will prepare a Release of Lien which will be recorded in the County Recorder's Office of the county in which the lien was recorded within twenty-one (21) days of payment.

10. **No Waiver.** Failure of the Association to strictly enforce this policy is not a waiver of its right to collect delinquent sums.

11. **Overnight Payments.** The mailing address for overnight payments: **2851 Camino Del Rio S., Suite 230, San Diego, CA 92108. Please make checks payable to "Park Mesa Homeowners Association."**

NOTICE
ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars ($1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars ($1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, inclusive)

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a member's guests, if the governing documents provide for this. (Section 5725 of the Civil Code)

The association must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 5675 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 5660 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5685 of the Civil Code)

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

PAYMENTS

When an owner makes a payment, the owner may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Section 5655 of the Civil Code)

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 5685 of the Civil Code)

MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share interest may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exists. (Section 5665 of the Civil Code)

The board must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist. (Section 5665 of the Civil Code)

MINI-SPLIT AIR CONDITIONING

Park Mesa Homeowners Association Ductless Mini Split Air Conditioning Guidelines

The Board recognizes there may be member interest in installing ductless mini split air conditioning systems that provide for resident comfort. The Board desires to provide Owner's with this option for installation while at the same time and at all times preserving the integrity of the Common Area and appearance and aesthetics of the community. Since these systems by nature require installation and equipment outside the unit (*i.e.*, in the Common Area), the Association has adopted this policy to aid members in developing their proposed projects within Association expectations.

These Mini Split Air Conditioning Guidelines ("Guidelines") apply to the installation of ductless mini split air conditioners. Ductless mini split air conditioners may be installed on the exclusive use common area deck appurtenant to the Owner's Unit in accordance with these Guidelines.

It is critical to ensure that any installation of a proposed ductless mini split air conditioner system is done in a manner that best preserves the structural integrity of the Common Area and the harmony and character of the community as a whole.

1) **Approval:**

_____

_____

a.

Prior architectural approval from the Association is required before any mini split air conditioning system may be installed. (CC&Rs, Article VI.) The Association may approve or deny an application. An application may be denied pending the submission of additional information or the acceptance of additional

conditions. The Association may require submittal of any additional information necessary, in the Board's or Architectural Committee's discretion, to evaluate an application. The Association may propose an alternative installation that is more aesthetically pleasing within Association Guidelines.

In reviewing an application for a mini split air conditioning system, the Board may, in its sole discretion, retain an expert to review an application and/or to be involved in any aspect of the approval, installation, or inspection process. If the Board finds it necessary to utilize an expert, the Owner will be responsible for the cost.

b.

2) **Application:**

a. A checklist of items that need to be submitted with an Owner's application is attached hereto as Exhibit A. This list may not be exhaustive and any other documents requested by the Association must also be submitted.

b. Any Board approval for the installation of a mini split air conditioning system will be conditioned upon the Owner(s)' execution of an Association-prepared License, Maintenance and Indemnity Agreement ("Agreement"). A form Agreement will be provided to the Owner for review upon submission of an application for a mini split air conditioning system. The form Agreement is provided for Owner review only, and should not be signed. Once preliminary approval for the mini split air conditioning system has been obtained, the Association will have its legal counsel pull the current title to the Owner's Unit and complete the Agreement with the necessary information. Once complete, the Owner will be required to sign and notarize the Agreement and return it to the Association. The Association will have the agreement executed and recorded. The Owner will be responsible for the fees associated with the preparation of the

Agreement by Association legal counsel and the cost of recording. To cover these costs, a non-refundable deposit in the amount of $650.00 must be submitted with the Owner's application. NO APPLICATION FOR A MINI SPLIT AIR CONDITIONING SYSTEM IS APPROVED WITHOUT THE EXECUTION AND RECORDATION OF A LICENSE AND INDEMNITY AGREEMENT PROVIDED BY THE ASSOCIATION. Work may not begin until this agreement has been recorded.

3) **Permits:** Owners shall obtain all necessary permits at their cost. A mini split air conditioning system shall meet all applicable building codes and health and safety standards and requirements imposed by state and local permitting authorities. Obtaining any necessary permits is a condition of approval for the installation of the mini split air conditioning system. Following preliminary approval of the application by the Board, the Owner must submit copies of the required permits to the Association prior to work being performed.

4) **Installation/System Standards:**

- Owner must position his/her mini split air conditioning system solely on the exclusive use common area deck appurtenant to the Owner's Unit. Ancillary equipment must be installed in a location approved by the Board in writing. The mini split air conditioning condenser unit must be mounted on a pad located on the deck. No part of the system may be mounted or fastened directly to the deck and the deck shall not be penetrated without the written approval of the Association.

- The mini split air conditioning system must be installed by a licensed contractor knowledgeable about installation of such systems and engineered so that the structural integrity of the existing structure is maintained.

c. Any water discharge from the mini split air conditioning system needs to be routed to Owner’s exclusive use drain, typically the washing machine overflow. Deck drains shall not be used for any mini split air conditioning system water discharge unless approved in writing by the Board.

- The system must not exceed 54 Db sound pressure level at 10 feet as to not cause a nuisance to other Owners. The applicant is solely responsible for ensuring compliance with this provision. Verified complaints related to noise from other Owners’ mini split air conditioning system may result in modifications and/or removal at the installing Owner’s expense.

- No more than 4' horizonal ductwork and 2' vertical line-set covers permitted on exterior of building, any ductwork piping installed along an outside wall must be placed inside a cover that is similar or identical to the downspouts of that building and to be painted to match building color. All ductwork, electrical and any other connections need to be included in Owner’s application for approval by the Board and must take the shortest direct route to residence.

- Existing trees and other obstructions that may interfere with the installation of the mini split air conditioning system or any equipment cannot be removed without the written approval of the Association.

- The Owner shall install the mini split air conditioning system and all related equipment so as to minimize visibility from other Units, the Common Area and areas of the Association

including, but not limited to, the street.

- Support structures and other ancillary equipment must be painted to blend with the color of the portion of the building on which it sits.

- Installation must be in strict compliance with approved plans. Any changes to the approved plans must be separately approved before installation.

5) **Common Area Maintenance, Repair and Inspection:** Should the Association need to inspect, maintain, repair or replace the deck or Common Area underneath any portion of the installed system or equipment, Owner agrees to remove the improvements where necessary, at Owner's sole expense, to allow Association to perform its duties pursuant to the Governing Documents, after which Owner may replace the mini split air conditioning system or equipment at Owners' own cost, if desired, in the exact same location as previously approved.

- 6) **Mini Split Air Conditioning System Maintenance and Repair:** Owner shall be responsible to keep the mini split air conditioning system in good maintenance and repair and otherwise maintained in compliance with the governing documents.

- 7) **Insurance:** Owner, including all subsequent Owners, shall be responsible for securing and maintaining adequate insurance for the mini split air conditioning system, including any liability arising therefrom. Owner must provide a certificate of liability insurance to the Association within

fourteen (14) days of approval and annually thereafter. Association shall have no obligation to insure the mini split air conditioning system. Failure of the Association to verify compliance does not excuse an Owner's performance, and does not constitute a waiver of the Association's right to enforce compliance in the future. Failure to maintain insurance and provide evidence of such insurance on demand shall be deemed a material breach of the conditions of approval, and the Association shall have the right, but not obligation, to order removal of the mini split air conditioning system installation.

- 8) **Indemnification by Owner and Installer:** Owner(s) and the mini split air conditioning system installer hired by the Owner must indemnify and/or reimburse the Association and/or its members for loss or damage caused by the installation, maintenance or use of the mini split air conditioning system. Owners are solely responsible for ensuring that their mini split air conditioning system installer provides such indemnification to the Association and its members.

- 9) **GoverningDocuments:**TheseGuidelinesareinadditionto,an dnotinlieuof, the governing documents of the Association.

Before an application for a mini split air conditioning system installation will be deemed complete for review, Owner must sign and return these Mini Split Air Conditioning System Guidelines. By signing below, Owner, on behalf of him/herself and any other Owners of the Unit, acknowledges that Owner has read and agrees to comply with these Guidelines.

OWNER of: [Address within Association]

_____

_____ Print Name_____

_____ Print Name_____

_____ Date

_____ Date

EXHIBIT A

MINI SPLIT AIR CONDITIONING SYSTEM APPLICATION CHECKLIST

In addition to any other documentation required by these Guidelines or by the Association, an owner must submit the following documents with Owner's application for a mini split air conditioning system:

□ Signed copy of Mini Split Air Conditioning System Guidelines.
□ Mini split air conditioning system manufacturer specifications.
□ Plans that include:

- Location of the mini split air conditioning system;
- Height, width, length, color and materials of the equipment;
- Black and white diagram of proposed installation, suitable for recording;
- Photos of location of the installation site, proposed elevation of the array,

and if possible, Photo Shop mock ups;
- Any materials being used to make the final installation aesthetically in

harmony with the rest of the community. □ The Mini Split Air Conditioning System Installer's:

- Contractor’s license number;
- Proof of liability, workers’ compensation, property and auto insurance

information, naming the Association and Association’s managing agent as an additional insured (except on the workers’ compensation policy). Contractor’s insurance must meet the following requirements:

- ▪ ·Provide coverage of not less than One Million Dollars ($1,000,000.00) per occurrence and include but not be limited to claims for:
  - Worker's compensation disability;
  - Comprehensive general liability for damages due to bodily injury, occupational sickness or disease, or death of Contractor's employees or other persons;
  - Owned, non-owned and hired motor vehicle insurance;
  - Damages to property, including loss of use thereof.
- ▪ ·To the extent available, the above-described policies shall include:
  - Contractual liability coverage;

- Premises/Operations;
- Products and Completed Operations;
- Bodily and Personal Injury Liability; and
- Broad Form Property Damage.

- ▪ ·All such policies must not contain any exclusion for work for or at a
  common interest development, any insured versus insured exclusion, or a contractor's condition endorsement.

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Following preliminary approval by the Board, Owner(s) must sign and notarize a License and Indemnity Agreement prepared by Association legal counsel prior to any work being performed.

Following preliminary approval by the Board, Owner must obtain any necessary permits and provide copies to the Board prior to work being performed.

CONDITIONS OF APPROVAL BY THE BOARD OF DIRECTORS:

____ _____

***

Association with a certificate of adequate liability insurance for the mini split air

Within 14 days of approval (and annually thereafter) Owner must provide the conditioning system. ***

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RECORDING REQUESTED BY:

Park Mesa Homeowners Association

WHEN RECORDED RETURN TO:

c/o Epsten, APC
10200 Willow Creek Road, Suite 100 San Diego, California 92131

APN: _____ (Above Space for Recorder's Use) AGREEMENT RE USE OF REAL PROPERTY

(DUCTLESS MINI SPLIT AIR CONDITIONER INSTALLATION)

This Agreement re Use of Real Property ("Agreement") is made this ____ day of _____, 20__, by and between _____ (hereinafter "Owner"), and Park Mesa Homeowners Association, a California nonprofit mutual benefit corporation (hereinafter "Association"), with reference to the following:

RECITALS

A. Association is vested with certain rights and obligations of Ownership, management, and control of the property commonly known as "Park Mesa" ("Project"). Association maintains certain Common Area in the Project, as described in more detail in the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded on March 22, 1985, as Doc. No. 85-097068 in the Official Records of San

Diego County, California, and all supplements and amendments thereto (referred to herein collectively as “Declaration”). The Association has also adopted Ductless Mini Split Air Conditioner Guidelines (“Guidelines”).

B. Owner owns real property located at _____ (“Unit”), and legally described in the attached Exhibit “A” incorporated herein by reference. Unit is subject to Association’s Declaration and Guidelines.

C. Owner has requested permission to install a ductless mini split air conditioner system on the deck appurtenant to the Owner’s Unit (“Deck”), as set forth in more detail in Owner’s Architectural Request Form (“Request”) submitted on or about _____, 20___, which is on file with the Association and is incorporated herein by reference. The proposed improvements set forth in the Request are referenced and detailed in Exhibit “B” to this Agreement, and are collectively referred to herein after as “Improvements.” Owner has also signed the Association’s Guidelines, which are on file with the Association and are incorporated herein.

D. The Improvements, in whole or in part, affect the Common Area for which the Association has the responsibility to maintain.

E. Pursuant to its Governing Documents, the Association has the power and authority to approve or disapprove the Improvements.

F. The Association has agreed to approve the Request and Improvements and has agreed to permit the construction and maintenance of the Improvements subject, however, to the terms and conditions of the Guidelines and this Agreement.

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AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the Association agree as follows:

1. The above Recitals are incorporated into this Agreement as if fully set forth in the body of this Agreement.

2. Association, by virtue of and under its authority in its Governing Documents, hereby grants and conveys to Owner a nonexclusive revocable license over the Common Area to install, repair, maintain, use, and remove Improvements. Owner’s license is limited to the

installation, repair, maintenance, use and removal of Improvements in the location and to the extent approved by the Association in Request. Said license shall be for the sole and exclusive purpose of installing, maintaining, repairing, using and removing Improvements and repairing any damages to Unit, Deck, or Common Area that may result from installing, maintaining, repairing, using and removing the Improvements.

3. Should Association need to inspect, maintain, repair or replace the Deck or Common Area underneath the Improvements, Owner will remove the Improvements where necessary, at Association's sole discretion and at Owner's expense, to allow Association to perform its duties pursuant to the Governing Documents, after which Owner may replace the Improvements at Owner's own cost, if desired in the exact same location as previously approved. The terms of this Agreement shall remain in full force and effect after such replacement.

4. Owner shall be solely responsible for obtaining any and all necessary approvals and permits for the Improvements.

5. Owner shall be responsible for securing and maintaining adequate insurance (including liability coverage) for the Improvements. Association shall have no obligation to insure the Improvements.

6. Owner shall be solely responsible for installing, repairing, maintaining, replacing and removing Improvement, and for paying all sums, debts, and obligations arising from, all such installation, maintenance, repair, replacement, use or removal. Owner shall be solely responsible for any damages to property owned by Association or its membership caused by the Improvement. Owner covenants and agrees to assume all responsibility for any damages to persons, property or otherwise which may result from the installation, construction, maintenance, repair, replacement, removal, use or continued existence of the Improvements and to hold Association free and harmless from any and all costs and expenses attributable to the installation, construction, maintenance, repair, replacement, removal, use or continued existence of the Improvement. Such obligations shall include, but not be limited to, the premature or advanced deterioration of the deck surface(s) and/or structure upon which the Improvements are mounted and attached from whatever cause or reason, including, but not limited to, insufficient sunlight on the deck, penetrations, leaks, dry rot or other cause(s).

7. Owner shall be solely responsible to reimburse Association the repair or replacement costs and expenses Association incurs to repair or replace the Common Area which is damaged as a result of Owner's Improvement, and be responsible to pay for property damage to Common Area or other units as a result of Owner's Improvement.

8. Owner shall install, maintain, repair, replace or remove the Improvements during reasonable hours of the day to avoid unreasonable noise and disturbances to adjoining homeowners.

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9. Owner and his/her successors and assigns shall defend, indemnify and hold free and harmless Association, its officers, directors, servants, agents, successors and assigns, and employees, from any and all actual and/or alleged obligations, liability, liens, claims, demands, loss, damage, costs, or causes of action whatsoever (hereinafter referred to collectively as "Liability") to, or brought by any and all persons, including contractors or employees of Owner or Association, or to property in any way, related to or arising out of the installation, maintenance, repair, replacement, use or removal of the Improvement, however the Liability may be caused (unless the Liability is solely caused by the negligent

conduct or willful misconduct of Association, and/or its employees), including, but not limited to, the following:

a. Any loss, cost, damage, or expense sustained by Association and its membership, including reasonable attorneys' fees, on account of the installation, maintenance, repair, replacement, use or removal of the Improvement;

b. Any loss, cost, damage, or expense, including reasonable attorneys' fees, liability, death, or property damage sustained at any time by any person or persons related to or in consequence of the installation, maintenance, repair, replacement, use or removal of the Improvement, whether such bodily injury or such property damage is due or claimed to be due to the negligence of Owner or any other persons.

10. Installation, maintenance, repair, replacement, use and removal of the Improvements shall be performed and completed in compliance with all laws and ordinances of the City of San Diego; the Association's Governing Documents, including its architectural rules and design standards, the Declaration, and the Guidelines; and the terms of this Agreement. Owner shall pay any permit fees, if any, required by the City of San Diego. The Improvements shall be constructed by a contractor who is licensed by the State of California to perform same. Additionally, if the general contractor will be employing subcontractors, said subcontractors must be duly licensed by the State of California to perform the trade for which they have been engaged.

11. Owner's contractor ("Contractor") shall purchase from and maintain in full force and effect at all times until all of the work of this Agreement is completed in a company or companies lawfully admitted in and authorized to do business in California with a published A.M. Best's rating of A or above, such insurance as in the reasonable opinion of the Association will reasonably protect the Contractor and Association from claims which may arise out of or result from Contractor's operations under the Contract and for which the Contractor, subcontractors, and/or their employees (or anyone for whose acts any of them are liable) may be legally liable. Such insurance shall, without limitation to the above, provide coverage of not less than One Million Dollars ($1,000,000.00) per occurrence and include but not be limited to claims (1) under worker's compensation disability; (2) comprehensive general liability for damages due to bodily injury, occupational sickness or disease, or

death of Contractor's employees or other persons; (3) owned, non-owned and hired motor vehicle insurance; (4) for damages to property, including loss of use thereof. To the extent available, the above-described policies shall include: (1) contractual liability coverage; (2) Premises/Operations; (3) Products and Completed Operations; (4) Bodily and Personal Injury Liability; and (5) Broad Form Property Damage. The Association and its managing agent shall be named as an additional insured under all of the above-required policies. Further, all such policies must not contain any exclusion for work for or at a common interest development, any insured versus insured exclusion or a contractor's condition endorsement.

12. Owner covenants and agrees to pay all costs and expenses incurred in removing and replacing the Improvement, if such removal is required by Association, in its sole discretion, in order to perform its inspection, maintenance, repair and/or replacement responsibilities under the Governing Documents of the Association. The Association agrees that such discretion will be exercised reasonably and not arbitrarily. Owner further agrees to remove the Improvements in a

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timely manner (within fourteen (14) days of the date of the Association's written request) and in full cooperation with Association's scheduled inspection, maintenance, repair and/or replacement efforts so as to not cause any delay or additional cost to Association. If Owner fails to timely remove the Improvements so Association can do work for which it is responsible, the Association may remove the Improvement, at Owner's cost, and Owner shall release, hold harmless and indemnify Association from any actual or alleged liability, liens, injuries, causes of action, claims, demands, damages, losses, judgments, costs, (including actual attorneys' fees), which may exist, be brought or instituted, or imposed against Association or its past, present and future Board of Directors, officers, members, agents and employees because of or due to Association's removal of the Improvement. Association shall not be responsible for damage to the Improvements if Owner failed to timely remove the Improvement.

13. The prevailing party shall be entitled to receive reasonable attorneys' fees in addition to such other relief as may be granted, should any action or proceeding be commenced between Association and Owner (and Owner's successors and assigns) concerning the provisions of this Agreement or breach hereof, whether or not the matter proceeds to judgment or any other form of adjudication.

14. If any litigation, arbitration, or mediation is commenced between Owner and the Association, or the directors, officers, agents, employees or successors of either party concerning the provisions of this Agreement or its breach or termination, Owner agrees that Owner may bring litigation, arbitration, or mediation proceedings solely against the Association, and that they waive any right they may have to litigate, arbitrate, or mediate against any past, present, or future director, officer, agent, employee, or member of the Association.

15. This Agreement shall be binding upon Owner's successors, assigns, heirs, executors, administrators, and the like, and this Agreement will be recorded and the provisions contained in this Agreement shall run with the land and be binding upon Unit.

16. In the event the license provided for by this Agreement is revoked, the remainder of this Agreement shall remain in full force and effect.

17. Each party to this Agreement has been advised to seek legal counsel and, in entering this Agreement, has had the opportunity to rely upon the advice, evaluation and recommendation of its own counsel and not opposing counsel. This Agreement shall be construed without reference to the identity of the party or parties preparing the same. It is understood and agreed that the parties hereto participated equally or had equal opportunity to participate in the drafting of this Agreement.

18. This Agreement is intended by the parties as the final expression of their Agreement with respect to the construction and costs of maintenance, repair and replacement of the Improvement, and is a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or Agreements of the parties and the parties rely solely upon the contents of this Agreement. This Agreement may be modified only by a writing signed by the parties or their respective successors in interest and recorded in the same manner as this Agreement.

19. If any of the terms or provisions of this Agreement shall be declared by a court of competent jurisdiction to be invalid, inoperative, void or otherwise unenforceable, all of the remaining terms and provisions shall remain in full force and effect and, to this extent, the terms and provisions of this Agreement are deemed to be severable.

20. Prior to initiating litigation involving any claim, controversy, or dispute of whatever nature arising out of or concerning this Agreement, the parties to this Agreement must first attempt

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to settle any claim by mediation with the National Conflict Resolution Center unless the parties mutually agree to another approach to mediation. Demand for mediation shall be filed in writing with the other party to this Agreement and with the National Conflict Resolution Center. A demand for mediation shall be made within a reasonable time after the claim has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations.

21. This Agreement shall be in addition to, and not in lieu of the Declaration and any other documents which govern the use of the Project and the operation of Association, and Owner agrees that the Improvements shall remain subject in all respects to the jurisdiction of the Association and the Governing Documents.

22. To the extent any mortgagee and/or beneficiary of a deed of trust takes an interest in the Unit following the recording of this Agreement, such mortgagee or beneficiary of such deed of trust takes it subject to this Agreement.

23. If this Agreement is signed on behalf of an entity other than an individual, the person signing this Agreement represents that he or she has the authority to enter into the Agreement on behalf of said entity.

24. This Agreement may be signed in counterparts, each of which shall be treated as an original.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, it is so agreed.

[SIGNATURES ON FOLLOWING PAGE]

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"ASSOCIATION"

PARK MESA HOMEOWNERS ASSOCIATION, a California nonprofit mutual benefit corporation:

By:_____ Printed Name:_____
Title:_____ Date: _____

"OWNER(S)"

By:_____ Printed Name:_____ Date: _____

By:_____ Printed Name:_____
Title:_____ Date: _____

By:_____ Printed Name:_____ Date: _____

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.

COUNTY OF SAN DIEGO)

On _____, 20___ before me, _____, Notary Public, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraphs is true and correct.

Witness my hand and official seal.

Notary Public

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SOLAR (Legal has reviewed and approved this as of March 2022, board has not approved it):

Park Mesa Homeowners Association

Solar Energy System Guidelines

The Board recognizes there may be member interest in installing solar energy systems within the community. Since these systems by nature must be installed outside the unit (*i.e.*, in the Common Area), the Association has adopted this policy to aid members in developing their solar projects within Association expectations.

These Solar Energy System Guidelines ("Guidelines") constitute reasonable restrictions on the installation of solar energy systems pursuant to Civil Code § 714.1, and apply to the installation of solar energy systems.[1] Solar energy systems may be installed on the roof of the building where the Owner's Unit is located in accordance with these Guidelines.

It is critical to ensure that any installation of a proposed solar energy system is done in a manner that best preserves the harmony and character of the community as a whole. As such, the establishment of Guidelines that meld energy conservation efforts with an installation that is aesthetically pleasing is of paramount importance. Subject to the limitations of Civil Code § 714 ("Statutory Guidelines"),[2] the Owner-applicant is requested to install their solar energy system so as to minimize the visual impact from Common Areas and neighboring Units, while maintaining an efficient operating system.

1) **Approval:**

   a. Prior architectural approval from the Association is required before any solar energy system may be installed. (CC&Rs, Article VI.) The

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[1] For purposes of these Guidelines, the term "solar energy system" refers to both solar domestic water heating systems and/or photovoltaic systems, as applicable to an Owner's request.

[2] Civil Code § 714 allows the Association to adopt reasonable restrictions that do not significantly increase the cost of the solar energy system or significantly decrease its efficiency or specified performance. Civil Code § 714(d) defines the term "significantly" as follows:

1) for domestic water or pool heating systems that comply with state and federal law, an amount exceeding 10% of the cost of the system originally proposed, but in no case more than $1,000, or a decrease in efficiency by an amount exceeding 10%, as originally proposed;
2) for photovoltaic systems that comply with state and federal law, an amount not to exceed $1,000 of the system cost originally proposed, or a decrease in efficiency by an amount exceeding 10%, as originally proposed.

Association may approve or deny an application. An application may be denied pending the submission of additional information or the acceptance of additional conditions. The Association may require submittal of any additional information necessary, in the Board's or Architectural Committee's discretion, to evaluate an application. The Association may propose an alternative installation that is more aesthetically pleasing within Statutory Guidelines.

b. In reviewing an application for a solar energy system, the Board may, in its sole discretion, retain an expert to review an application for a solar energy system and/or to be involved in any aspect of the approval, installation, or inspection process. If the Board finds it necessary to utilize an expert, the Owner will be responsible for the cost. This is considered an application cost and does not increase the cost of the proposed system under Civil Code § 714.

c. The Association's decision and any request for additional information must be in writing and must be sent to the requesting Owner within 30 days from the date of receipt of a complete and satisfactory application.

2) **Application:**

a. A checklist of items that need to be submitted with an Owner's application is attached hereto as Exhibit A. This list may not be exhaustive and any other documents requested by the Association must also be submitted.

b. Any Board approval for the installation of a solar energy system will be conditioned upon the Owner(s)'execution of an Association-prepared License, Maintenance and Indemnity Agreement ("Agreement"). A form Agreement will be provided to the Owner for review upon submission of an application for a solar energy system. The form Agreement is provided for Owner review only, and should not be signed. Once preliminary approval for the solar energy system has been obtained, the Association will have its legal counsel pull the current title to the Owner's Unit and complete the Agreement with the necessary information. Once complete, the Owner will be required to sign and notarize the Agreement and return it to the Association. The Association will have the agreement executed and recorded. The Owner will be responsible for the fees associated with the preparation

of the Agreement by Association legal counsel and the cost of recording. To cover these costs, a refundable deposit in the amount of $500.00 must be submitted with the Owner's application. Any amount not used in the preparation of the Agreement and recording will be refunded to the Owner. NO APPLICATION FOR A SOLAR ENERGY SYSTEM IS APPROVED WITHOUT THE EXECUTION AND RECORDATION OF A LICENSE AND INDEMNITY AGREEMENT PROVIDED BY THE ASSOCIATION. Work may not begin until this agreement has been recorded.

3) **Permits:** Owners shall obtain all necessary permits at their cost. A solar energy system shall meet all applicable building codes and health and safety standards and requirements imposed by state and local permitting authorities. Obtaining any necessary permits is a condition of approval for the installation of the solar energy system. Following preliminary approval of the application by the Board, the Owner must submit copies of the required permits to the Association prior to work being performed.

4) **Installation Location:**

   a. Owner must install his/her solar energy system solely on the roof over the building that the Owner's Unit is. Ancillary equipment must be placed in the garage of the Unit.

   b. Solar Site Survey.

      i. The Association, in its sole discretion, may perform its own solar site survey of any building in the community and require all Owners requesting a solar energy system to abide by the survey's Equitable Allocation of usable solar roof. For purposes of this provision, "Equitable Allocation" means dividing the roof of a building amongst all Units within that building such that each Unit Owner has the opportunity to install a solar energy system that will produce a relatively equal amount of energy.

      ii. If the Association has not already obtained a solar site survey for the roof of the building where the proposed solar energy system is to be located, the Owner must provide a solar site survey showing the usable area of the rooftop (or if one or more solar energy systems has already been installed or has been approved to be installed, the portion of remaining usable roof), the proposed placement of the solar energy system, and a determination of an Equitable Allocation of the usable solar roof area (or remaining usable solar roof area) among all Owners (or the number of Owners who have not already installed or have

been approved to install solar energy systems) owning Units in the same building. (Civil Code § 4746(b)(1)(A).) The cost of the solar site survey is not deemed as increasing the cost of the proposed system pursuant to Civil Code § 714.

iii. The solar site survey must be performed by a licensed contractor knowledgeable about installation of solar energy systems.

iv. The requesting Owner must abide by the Equitable Allocation assigned by the Association's solar site survey, if one is prepared, or if not, the Equitable Allocation assigned by the solar site survey submitted by the Owner, by using only the Owner's share of the rooftop so the remainder will be available for other Owners of Units in the building.

v. Applications will be processed in the order they are received. To the extent more than one Owner desires to utilize the same area of space for a solar energy system, and to the extent the proposed solar energy systems are acceptable to the Association, the space will be allocated on a first come, first served basis.

vi. Prior to initiating litigation involving any claim, controversy, or dispute of whatever nature arising out of or related to a solar site survey or surveys, the parties must first attempt to settle any claim by mediation with the National Conflict Resolution Center unless the parties mutually agree to another approach to mediation. Demand for mediation shall be filed in writing with the involved parties and with the National Conflict Resolution Center. A demand for mediation shall be made within a reasonable time after the claim has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations.

vii. In the event the Equitable Allocation of the roof makes it impractical or impossible for any single Owner to install a solar energy system in his/her allotted space (i.e. there is not enough usable roof space when divided to allow each Owner of a Unit in the building to install a functional solar energy system), the Association will consider an Owner's application for the installation of a solar energy system on a greater portion of the roof than what is Equitably Allocated to that Owner if the Owner

obtains the approval of each of the other Owners in that building. Such approval must be evidenced by a signed agreement that will be recorded with the County Recorder in a form provided by the Association. The applicant Owner will be responsible for the cost of the preparation of each agreement and the costs of recording each agreement. These agreements must be executed prior to the Association's consideration of the Owner's application for a solar energy system.

c. The preferred location for all solar energy systems is one that results in the least visual impact to Owners of the Association and the least destructive and/or intrusive impact to the Common Area or area(s) the Association maintains. To the extent it is consistent with the Equitable Allocation of usable roof space and Statutory Guidelines, roof-mounted solar panels shall first maximize the solar output of one roof line before any panels are placed on a second roof line. If possible, non-street view roof lines should be utilized.

d. If the proposed solar energy system is not to be located on a roof, it may only be installed as approved by the Association.

5) **Installation/System Standards:**

a. Water Heating System Standard: A solar energy system for heating water shall be certified by the Solar Rating Certification Corporation (SRCC) or other nationally recognized certification agencies. The certification shall be for the entire solar energy system and installation.

b. Photovoltaic System Standard: A solar energy system for producing electricity shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories, and where applicable, rules of the Public Utilities Commission regarding safety and reliability.

c. The solar energy system must be engineered so that the structural integrity of the existing structure and existing roof are maintained. The existing roof must be left in place unless otherwise approved by the Association.

d. Existing trees and other obstructions that may interfere with the efficiency of the solar energy system cannot be removed without the written approval of the Association.

e. The solar panels must not produce a significant amount of heat as to cause harm to the Common Area or other homes.

f. To the extent reasonably feasible without affecting the efficiency of the solar energy system as described in Civil Code § 714, the Owner shall install the solar and related equipment so as to minimize glare and visibility from other areas of the Association. The solar panels must have sufficient glare resistance as to not cause a nuisance to other Owners. The applicant is solely responsible for ensuring compliance with this provision. Verified complaints related to reflection of light and heat from other Owners' solar energy systems may result in modifications and/or removal at the installing Owner's expense.

g. Roof-mounted solar panels must be square and parallel to the roof line(s) where the panels are to be installed.

h. All solar panels and other equipment must be installed with as low a profile as functionally practical, to minimize the visual impact of the equipment.

i. The highest point of any solar energy system should be lower than the ridge of the roof where it is attached, if possible, unless otherwise approved in writing by the Association.

j. Piping and electrical connections must be located directly under and/or within the perimeter of the panel and be concealed from view from all angles.

k. The color of the panels and trim of the support structure will be limited to black, brown, gray or non-reflective metallic as provided by manufacturer. No brass, silver, or white or other colored panels will be allowed.

l. Support poles, support structures and other equipment must be painted to blend with the color of the portion of the building on which it sits.

m. Installation must be in strict compliance with approved plans. Any changes to the approved plans must be separately approved before installation.

6) **Preconstruction Roof Inspection:** Once approved in writing by the Association, but prior to proceeding with construction, a licensed roofer to be designated by the Association's Board of Directors (to be paid by the Owner)

shall perform an inspection of all roofing components and comply with all of the following:

a. Determine the estimated usable life span of the existing roof.

b. Verify that the existing roof is compatible with the intended solar energy system.

c. Submit an additional and/or revised proposal to the Owner(s) and the Association if any additional roofing, waterproofing or fireproofing is required beyond the scope of work submitted with the Owner's application.

d. Provide a written report and photographic record of the condition of the existing roof.

7) **Roof Maintenance, Repair and Inspection:** Should the Association need to inspect, maintain, repair or replace the roof or Common Area underneath any portion of the panels or system, Owner agrees to remove the improvements where necessary, at Owner's sole expense, to allow Association to perform its duties pursuant to the Governing Documents, after which Owner may replace the solar energy system at Owners' own cost, if desired, in the exact same location as previously approved.

8) **Solar Energy System Maintenance and Repair:** Owner shall be responsible to keep the solar energy system in good maintenance and repair and otherwise maintained in compliance with the governing documents.

9) **Insurance:** Owner, including all subsequent Owners, shall be responsible for securing and maintaining adequate insurance for the solar energy system, including any liability arising therefrom. Owner must provide a certificate of liability insurance to the Association within fourteen (14) days of approval and annually thereafter. Association shall have no obligation to insure the solar energy system. Failure of the Association to verify compliance does not excuse an Owner's performance, and does not constitute a waiver of the Association's right to enforce compliance in the future. Failure to maintain insurance and provide evidence of such insurance on demand shall be deemed a material breach of the conditions of approval, and the Association shall have the right, but not obligation, to order removal of the solar energy system installation.

10) **Indemnification by Owner and Installer:** As provided in Civil Code §714.1(a)(4), Owner(s) and the solar energy system installer hired by the Owner must indemnify and/or reimburse the Association and/or its members for loss or damage caused by the installation, maintenance or use of the solar energy system. Owners are solely responsible for ensuring that their solar

energy system installer provides such indemnification to the Association and its members.

11) **Governing Documents:** These Guidelines are in addition to, and not in lieu of, the governing documents of the Association.

Before an application for solar energy system installation will be deemed complete for review, Owner must sign and return these Solar Energy System Guidelines.
By signing below, Owner, on behalf of him/herself and any other Owners of the Unit, acknowledges that Owner has read and agrees to comply with these Guidelines.
OWNER of: [Address within Association]

_____

_____ _____

Print Name_____ Date

_____ _____

Print Name_____ Date

EXHIBIT A

SOLAR ENERGY SYSTEM APPLICATION CHECKLIST

In addition to any other documentation required by these Guidelines or by the Association, an owner must submit the following documents with Owner's application for a solar energy system:

☐ Signed copy of Solar Energy System Guidelines.

☐ Solar site survey showing placement of solar energy system (if the Association has not already obtained a solar site survey).

☐ Solar energy system manufacturer specifications.

☐ Plans that include:

- Location of the solar energy system;
- Height, width, length, color and materials of the equipment;
- Black and white diagram of proposed installation, suitable for recording;
- Photos of location of the installation site, proposed elevation of the array, and if possible, Photo Shop mock ups;
- Any materials being used to make the final installation aesthetically in harmony with the rest of the community.

☐ The Solar Energy System Installer's:

- Contractor's license number;
- Proof of liability, workers' compensation, property and auto insurance information, naming the Association and Association's managing agent as an additional insured (except on the workers' compensation policy). Contractor's insurance must meet the following requirements:
  - Provide coverage of not less than One Million Dollars ($1,000,000.00) per occurrence and include but not be limited to claims for:
    - Worker's compensation disability;
    - Comprehensive general liability for damages due to bodily injury, occupational sickness or disease, or death of Contractor's employees or other persons;
    - Owned, non-owned and hired motor vehicle insurance;
    - Damages to property, including loss of use thereof.
  - To the extent available, the above-described policies shall include:
    - Contractual liability coverage;
    - Premises/Operations;
    - Products and Completed Operations;
    - Bodily and Personal Injury Liability; and

- Broad Form Property Damage.
- All such policies must not contain any exclusion for work for or at a common interest development, any insured versus insured exclusion, or a contractor's condition endorsement.

☐ Signatures of all Owners of Units within the building where the solar energy system is to be installed, or certified mail receipts showing such notification was sent.

CONDITIONS OF APPROVAL BY THE BOARD OF DIRECTORS:

- Following preliminary approval by the Board, Owner(s) must sign and notarize a License and Indemnity Agreement prepared by Association legal counsel prior to any work being performed.

- Following preliminary approval by the Board, Owner must obtain any necessary permits and provide copies to the Board prior to work being performed.

*** Within 14 days of approval (and annually thereafter) Owner must provide the Association with a certificate of adequate liability insurance for the solar energy system.

***

AGREEMENT RE USE OF REAL PROPERTY
(SOLAR INSTALLATION)

This Agreement re Use of Real Property ("Agreement") is made this ____ day of _____, 20__, by and between _____ (hereinafter "Owner"), and Park Mesa Homeowners Association, a California nonprofit mutual benefit corporation (hereinafter "Association"), with reference to the following:

RECITALS

A. Association is vested with certain rights and obligations of Ownership, management, and control of the property commonly known as "Park Mesa" ("Project"). Association maintains certain Common Area in the Project, as described in more detail in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions, recorded on March 22, 1985, as Doc. No. 85-097068 in the Official Records of San Diego County, California, and all supplements and amendments thereto (referred to herein collectively as "Declaration"). The Association has also adopted Solar Energy System Guidelines ("Guidelines").

B. Owner owns real property located at _____ ("Unit"), and legally described in the attached Exhibit "A" incorporated herein by reference. Unit is subject to Association's Declaration and Guidelines.

C. Owner has reque

RECORDING REQUESTED BY:

Park Mesa Homeowners Association

WHEN RECORDED RETURN TO:

% Epsten, APC
10200 Willow Creek Road, Suite 100
San Diego, California 92131

sted permission to install a solar energy system on the roof of Owner's Unit ("Roof"), as set forth in more detail in Owner's Architectural Request Form ("Request") submitted on or about _____, 20___, which is on file with the Association and is incorporated herein by reference. The proposed improvements set forth in the Request are referenced and detailed in Exhibit-"B" to this Agreement, and are collectively referred to herein after as "Improvements." Owner has also signed the Association's Guidelines, which are on file with the Association and are incorporated herein.

D. The Improvements, in whole or in part, affect the Common Area, including the Roof, for which the Association has the responsibility to maintain.

E. Pursuant to its Governing Documents, the Association has the power and authority to approve or disapprove the Improvements.

F. The Association has agreed to approve the Request and Improvements and has agreed to permit the construction and maintenance of the Improvements subject, however, to the terms and conditions of the Guidelines and this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the Association agree as follows:

1. The above Recitals are incorporated into this Agreement as if fully set forth in the body of this Agreement.

2. Association, by virtue of and under its authority in its Governing Documents, hereby grants and conveys to Owner a nonexclusive revocable license over the Common Area to install, repair, maintain, use, and remove Improvements. Owner's license is limited to the installation, repair, maintenance, use and removal of Improvements in the location and to the extent approved by the Association in Request. Said license shall be for the sole and exclusive purpose of installing, maintaining, repairing, using and removing Improvements and repairing any damages to Unit, Roof, or Common Area that may result from installing, maintaining, repairing, using and removing the Improvements.

3. Should Association need to inspect, maintain, repair or replace the Roof or Common Area underneath the Improvements, Owner will remove the Improvements where necessary, at Association's sole discretion and at Owner's expense, to allow

Association to perform its duties pursuant to the Governing Documents, after which Owner may replace the Improvements at Owner's own cost, if desired in the exact same location as previously approved. The terms of this Agreement shall remain in full force and effect after such replacement.

4. Owner shall be solely responsible for obtaining any and all necessary approvals and permits for the Improvements.

5. Owner shall be responsible for securing and maintaining adequate insurance (including liability coverage) for the Improvements. Association shall have no obligation to insure the Improvements.

6. Owner shall be solely responsible for installing, repairing, maintaining, replacing and removing Improvement, and for paying all sums, debts, and obligations arising from, all such installation, maintenance, repair, replacement, use or removal. Owner shall be solely responsible for any damages to property owned by Association or its membership caused by the Improvement. Owner covenants and agrees to assume all responsibility for any damages to persons, property or otherwise which may result from the installation, construction, maintenance, repair, replacement, removal, use or continued existence of the Improvements and to hold Association free and harmless from any and all costs and expenses attributable to the installation, construction, maintenance, repair, replacement, removal, use or continued existence of the Improvement. Such obligations shall include, but not be limited to, the premature or advanced deterioration of the roof surface(s) and/or structure upon which the Improvements are penetrated, cut, mounted and attached from whatever cause or reason, including, but not limited to, insufficient sunlight on the roof, penetrations, leaks, dry rot or other cause(s).

7. Owner understands and acknowledges that mounting hardware or otherwise penetrating the Common Area roof voids the existing roof warranty(ies). Accordingly, Owner agrees that the Improvements shall be installed, constructed, maintained, repaired, replaced, removed, or used in accordance with any roof warranty(ies) issued to Association, and that the costs, expenses, loss and/or damages due to any invalidation, voiding or avoidance of any roof warranty(ies) shall be the sole responsibility of Owner. Owner shall be solely responsible to reimburse Association the repair or replacement costs and expenses Association incurs to repair or replace the roof which is damaged as a result of Owner's Improvement, and be responsible to pay for property damage to Common Area or other units as a result of Owner's Improvement.

8. Owner shall install, maintain, repair, replace or remove the Improvements during reasonable hours of the day to avoid unreasonable noise and disturbances to adjoining homeowners.

9. Owner and his/her successors and assigns shall defend, indemnify and hold free and harmless Association, its officers, directors, servants, agents, successors and assigns, and employees, from any and all actual and/or alleged obligations, liability, liens, claims, demands, loss, damage, costs, or causes of action whatsoever (hereinafter referred to collectively as "Liability") to, or brought by any and all persons, including contractors or employees of Owner or Association, or to property in any way, related to or arising out of the installation, maintenance, repair, replacement, use or removal of the Improvement, however the Liability may be caused (unless the Liability is solely caused by the negligent conduct or willful misconduct of Association, and/or its employees), including, but not limited to, the following:

a. Any loss, cost, damage, or expense sustained by Association and its membership, including reasonable attorneys' fees, on account of the installation, maintenance, repair, replacement, use or removal of the Improvement;

b. Any loss, cost, damage, or expense, including reasonable attorneys' fees, liability, death, or property damage sustained at any time by any person or persons related to or in consequence of the installation, maintenance, repair, replacement, use or removal of the Improvement, whether such bodily injury or such property damage is due or claimed to be due to the negligence of Owner or any other persons.

10. Installation, maintenance, repair, replacement, use and removal of the Improvements shall be performed and completed in compliance with all laws and ordinances of the City of San Diego; the Association's Governing Documents, including its architectural rules and design standards, the Declaration, and the Guidelines; and the terms of this Agreement. Owner shall pay any permit fees, if any, required by the City of San Diego. The Improvements shall be constructed by a contractor who is licensed by the State of California to perform same. Additionally, if the general contractor will be employing subcontractors, said subcontractors must be duly licensed by the State of California to perform the trade for which they have been engaged.

11. Owner's contractor ("Contractor") shall purchase from and maintain in full force and effect at all times until all of the work of this Agreement is completed in a company or companies lawfully admitted in and authorized to do business in California with a published A.M. Best's rating of A or above, such insurance as in the reasonable opinion of the Association will reasonably protect the Contractor and Association from claims which may arise out of or result from Contractor's operations under the Contract and for which the Contractor, subcontractors, and/or their employees (or anyone for whose acts any of them are liable) may be legally liable. Such insurance shall, without limitation to the above, provide coverage of not less than One Million Dollars ($1,000,000.00) per occurrence and include but not be limited to claims (1) under worker's compensation disability; (2) comprehensive general liability for damages due to bodily injury, occupational sickness or disease, or death of Contractor's employees or other persons; (3) owned, non-owned and hired motor vehicle insurance; (4) for damages to property, including loss of use thereof. To the extent available, the above-described policies shall include: (1) contractual liability coverage; (2) Premises/Operations; (3) Products and Completed Operations; (4) Bodily and Personal Injury Liability; and (5) Broad Form Property Damage. **The Association and its managing agent shall be named as an additional insured under all of the above-required policies, excluding worker's compensation**. Further, all such policies must not contain any exclusion for work for or at a common interest development, any insured versus insured exclusion or a contractor's condition endorsement.

12. Owner covenants and agrees to pay all costs and expenses incurred in removing and replacing the Improvement, if such removal is required by Association, in its sole discretion, in order to perform its inspection, maintenance, repair and/or replacement responsibilities under the Governing Documents of the Association. The Association agrees that such discretion will be exercised reasonably and not arbitrarily. Owner further agrees to remove the Improvements in a timely manner (within fourteen (14) days of the date of the Association's written request) and in full cooperation with Association's scheduled inspection, maintenance, repair and/or replacement efforts so as to not cause any delay or additional cost to Association. If Owner fails to timely remove the Improvements so Association can do work for which it is responsible, the Association may remove the Improvement, at Owner's cost, and Owner shall release, hold harmless and indemnify Association from any actual or alleged liability, liens, injuries, causes of

action, claims, demands, damages, losses, judgments, costs, (including actual attorneys' fees), which may exist, be brought or instituted, or imposed against Association or its past, present and future Board of Directors, officers, members, agents and employees because of or due to Association's removal of the Improvement. Association shall not be responsible for damage to the Improvements if Owner failed to timely remove the Improvement.

13. The prevailing party shall be entitled to receive reasonable attorneys' fees in addition to such other relief as may be granted, should any action or proceeding be commenced between Association and Owner (and Owner's successors and assigns) concerning the provisions of this Agreement or breach hereof, whether or not the matter proceeds to judgment or any other form of adjudication.

14. If any litigation, arbitration, or mediation is commenced between Owner and the Association, or the directors, officers, agents, employees or successors of either party concerning the provisions of this Agreement or its breach or termination, Owner agrees that Owner may bring litigation, arbitration, or mediation proceedings solely against the Association, and that they waive any right they may have to litigate, arbitrate, or mediate against any past, present, or future director, officer, agent, employee, or member of the Association.

15. This Agreement shall be binding upon Owner's successors, assigns, heirs, executors, administrators, and the like, and this Agreement will be recorded and the provisions contained in this Agreement shall run with the land and be binding upon Unit.

16. In the event the license provided for by this Agreement is revoked, the remainder of this Agreement shall remain in full force and effect.

17. Each party to this Agreement has been advised to seek legal counsel and, in entering this Agreement, has had the opportunity to rely upon the advice, evaluation and recommendation of its own counsel and not opposing counsel. This Agreement shall be construed without reference to the identity of the party or parties preparing the same. It is understood and agreed that the parties hereto participated equally or had equal opportunity to participate in the drafting of this Agreement.

18. This Agreement is intended by the parties as the final expression of their Agreement with respect to the construction and costs of maintenance, repair and replacement of the Improvement, and is a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or Agreements of the parties and the parties rely solely upon the contents of this Agreement. This Agreement may be modified only by a writing signed by the parties or their respective successors in interest and recorded in the same manner as this Agreement.

19. If any of the terms or provisions of this Agreement shall be declared by a court of competent jurisdiction to be invalid, inoperative, void or otherwise unenforceable, all of the remaining terms and provisions shall remain in full force and effect and, to this extent, the terms and provisions of this Agreement are deemed to be severable.

20. Prior to initiating litigation involving any claim, controversy, or dispute of whatever nature arising out of or concerning this Agreement, the parties to this Agreement must first attempt to settle any claim by mediation with the National Conflict Resolution Center unless the parties mutually agree to another approach to mediation. Demand for mediation shall be filed in writing with the other party to this Agreement and with the

National Conflict Resolution Center. A demand for mediation shall be made within a reasonable time after the claim has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations.

21. This Agreement shall be in addition to, and not in lieu of the Declaration and any other documents which govern the use of the Project and the operation of Association, and Owner agrees that the Improvements shall remain subject in all respects to the jurisdiction of the Association and the Governing Documents.

22. To the extent any mortgagee and/or beneficiary of a deed of trust takes an interest in the Unit following the recording of this Agreement, such mortgagee or beneficiary of such deed of trust takes it subject to this Agreement.

23. If this Agreement is signed on behalf of an entity other than an individual, the person signing this Agreement represents that he or she has the authority to enter into the Agreement on behalf of said entity.

24. This Agreement may be signed in counterparts, each of which shall be treated as an original.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, it is so agreed.

[SIGNATURES ON FOLLOWING PAGE]

“ASSOCIATION”

PARK MESA HOMEOWNERS ASSOCIATION, a California nonprofit mutual benefit corporation:

By:_____ By:_____

Printed Name:_____ Printed Name:_____

Title:_____ Title:_____

Date: _____ Date: _____

“OWNER(S)”

By:_____ By:_____

Printed Name:_____ Printed Name:_____

Date: _____ Date: _____