

KENSINGTON AT THE SQUARE

ASSOCIATION RULES AND DESIGN GUIDELINES

July 8, 2020

INTRODUCTION

Kensington at The Square is a residential condominium community ("Community") located in the City of Carlsbad. These Association Rules and Design Guidelines set forth regulations and guidelines for Kensington at The Square.

The Community is governed by the Kensington at The Square Owners Association, a California nonprofit mutual benefit corporation ("Association"). The purpose of the Association is to operate, manage and maintain the Community for the benefit of the Owners. The board of directors for Kensington at The Square ("Board") governs the Association and meets regularly to make decisions pertaining to those matters for which the Association is responsible. Owners will be notified of the date, time and location of all meetings of the Members and the Board. If you are interested in becoming involved in the Association, please contact the Association Manager.

One of the primary functions of the Association is to own the Association Property. To report problems related to the Association Property, please contact the Association Manager.

All provisions of these Association Rules and Design Guidelines are subject to the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Kensington at The Square ("Declaration"), the Articles of Incorporation of the Association, and the Bylaws of Association. These documents (together with these Association Rules and the Design Guidelines), which are referred to collectively as the "Governing Documents," establish and govern the Association and Kensington at The Square. The Board has the power to revise the rules, regulations, guidelines, policies and procedures set forth herein in accordance with the requirements set forth in the Declaration. If you would like to contribute suggestions for the Association Rules or Design Guidelines, please submit them to the Association Manager for consideration by the Board.

APPLICABILITY TO LESSEES AND INVITEES

Please note that, throughout these Association Rules and Design Guidelines, defined terms are used, identifiable by their initial capital letters. Except as the context otherwise requires, these defined terms have the same meaning as set forth in the Governing Documents. The term "Occupant" means the Owner of a Residential Unit or, if the Residential Unit is subject to a Lease, the Lessee of the Residential Unit, but notwithstanding such use of the term Occupant, each Owner remains responsible for any violation of the Governing Documents by such Owner's Lessee. It is each Owner's responsibility to ensure that any and all Lessees of such Owner's Condominium are provided a copy of ALL Governing Documents, including the Association Rules and Design Guidelines (as they may be amended from time to time) and that such Lessees comply with all of the Governing Documents.

Please read these Association Rules and Design Guidelines carefully, and be sure your Lessees, Invitees and Occupants fully understand and follow the rules, regulations and guidelines set forth below. If you have questions, please contact the Association Manager.

SEVERABILITY

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

STATUTORY REFERENCES

Any references to the California Civil Code shall refer to the statute in effect as of the adoption of these Association Rules and Design Guidelines and thereafter to any amendments or successive statutes.

CONFLICTS

If there is a conflict between any matters set forth in these Association Rules and Design Guidelines and the provisions of any of the Governing Documents, the more restrictive provisions shall control.

EXEMPTIONS

The restrictions set forth in these Association Rules and Design Guidelines shall not apply to Declarant under the Declaration. Nothing contained herein shall be construed to limit or restrict Declarant from completing the construction, marketing and development of Kensington at The Square.

ADDITIONAL RULES

The Association may adopt additional rules, policies and procedures applicable to Kensington at The Square.

ASSOCIATION MANAGER

The initial manager of the Association is set forth below. References to the "Association Manager" refer to the manager for the Association listed below and any successive replacement of the Association Manager. Members will be notified of any change to the Association Manager.

Kensington at The Square Owners Association
c/o Property Advantage
5142 Avenida Encinas
Carlsbad, CA 92008
Attn: Association Manager

MAINTENANCE AND INSPECTION OBLIGATIONS

Owners and the Association have maintenance and inspection obligations. Owners should consult their Owner Maintenance Manual, applicable warranties and other manufacturers' maintenance schedules and recommendations for specific maintenance requirements.

ASSOCIATION RULES

1. ACTIVITIES WITHIN THE ASSOCIATION PROPERTY

Because the Kensington at The Square Recreational Facilities and various other portions of the Association Property are to be enjoyed by the Owners, the following general rules of good conduct must be observed at all times.

1.1 No Obstruction. For safety reasons, obstruction of the corridors, lobbies, or entranceways throughout the Condominium Buildings is not permitted.

1.2 Noise and Disputes Involving Noise.

1.2.1 Noise. Please use common sense and courtesy with regard to voice levels, unnecessary noises and boisterous conduct while within the Association Property or which can be heard outside your Residential Unit. This includes, but is not limited to, televisions, stereos, cell phones and/or other sound emitting devices and pets. Keep the volume of all such devices and electronics at a reasonable level, taking into account the time of day, so other Occupants are not disturbed.

1.2.2 Disputes Involving Noise. Because nuisance noise is largely subjective, the Association cannot involve itself in every dispute which may arise between two Occupants. As a matter of practicality and as a benefit to its membership as a whole, the Board has adopted the standards set forth below for determining when the Association will become involved in such disputes.

(a) **Multiple Residential Units.** If the noise is such that it disturbs more than one Residential Unit, the Association will take appropriate action to abate the nuisance if the affected Occupants request in writing that action be taken by the Board.

(b) **Single Residential Unit.** If the noise is such that it only disturbs a single Residential Unit, then the disturbance is not sufficient to cause intervention by the Association and the two parties will be encouraged to resolve their dispute by Alternative Dispute Resolution.

1.3 Changes or Improvements to Association Property. No Occupant shall have any right whatsoever to make any change or improvements or damage to the Association Property without prior written consent of the Board. Each Occupant shall be liable to the Association and the other Occupants for any damages to any of the Association Property that may be sustained by reason of the negligence of Occupant and Occupant's family members, contract purchasers, Lessees, guests or invitees.

1.4 Damage. Owners will be responsible for and bear all costs of repairs and/or replacement for any damage to the Condominium Buildings, common facilities, equipment, or any other Association Property, if it is determined that the damage was caused by the Owner, its lessees, guests, employees or contractors. The Board reserves the right to deny use of any Association facility to any Member or its guest and tenants at any time.

1.5 Damage by Lessee. As provided in the Declaration, Owners may be responsible for and bear all costs of repairs and/or replacement for any damage to the Association Property caused by their Lessees.

1.6 Storage in Association Property. Occupants may not store anything in the Association Property (excluding furnishing allowed in any Exclusive Use Easement Areas). The Association will not be responsible for any damage to, or loss of, any personal property left in any Association Property.

1.7 Waste. To ensure the attractive appearance of Kensington at The Square, each Owner must deposit his/her trash or waste in trash and recycling receptacles.

1.8 Antennae, Satellite Dishes, Signs and Solar Panels. Occupants shall only have the right to install antennae, satellite dishes, signs and solar panels on in accordance with the provisions of the Declaration and the Design Guidelines.

1.9 Association Property and Equipment Owners may not borrow or remove any equipment or property belonging to the Association.

1.10 Solicitation. Owners shall not distribute or cause to be distributed any advertising, pamphlet, free newspaper or any other printed matter, excluding Association campaign fundraising materials, on or in any portion of Kensington at The Square or resident cars unless approved in advance by the Association Manager. This includes door-to-door solicitation, electioneering, etc.

1.11 Vibration. No Occupant shall install or use in his or her Residential Unit any fixtures or equipment that will cause unreasonable vibrations, noise or annoyance to the Owners of the adjacent Residential Units. Each Owner shall comply with all sound attenuation requirements of the Governing Documents.

1.12 Exterior Lighting. Any exterior electrical, gas or other artificial lighting maintained within any Exclusive Use Easement Area shall be positioned, screened or otherwise directed or situated and of such control focus and intensity so as to not unreasonably disturb any Occupants of any other Residential Units.

1.13 Doormats. All doormats shall be maintained in a good condition by the Occupant.

1.14 Responsibility for Children. Occupants are responsible for the actions of any and all children under their charge while present in the Association Property, including any child visiting as a guest.

1.15 Smoking. Smoking (including the use of electric cigarettes) is not allowed in any Association Property, including without limitation, the Recreational Facilities. Nothing contained in these Association Rules shall be construed to prohibit smoking inside an Owner's Residential Unit unless otherwise prohibited by Applicable Laws. Owners who do smoke in their Residential Unit and whose smoking causes unreasonable impacts on other Occupants from such smoking may be required by the Association to take actions to minimize the effect of the smoking, including, without limitation, installing air purifiers, smokeless ashtrays and other equipment to minimize the effect of smoke in other Residential Units.

1.16 Emergencies. Should an emergency situation occur, the building personnel and all other emergency personnel shall have authorization to enter your Residential Unit. Depending upon the nature of the emergency, it may be necessary to use forcible entry. No Occupant may tamper with, modify, install for the benefit of the Occupant or disconnect any emergency system.

1.17 Outside Drying or Laundering. Exterior clotheslines shall not be erected or maintained or hung on balconies, terraces or railings within Kensington at The Square. Exterior drying or laundering of clothes, towels or any other items on any Exclusive Use Easement Area or Association Property is also not permitted.

1.18 Attire. Shoes and shirts must be worn at all times when walking through Association Property and using the Recreational Facilities.

2. ONSITE PERSONNEL

Occupants shall comply with any requirements established from time to time by the Association for the Association personnel and the services which will be provided by the Association personnel.

3. CONDUCT AFFECTING INSURANCE

3.1 Insurance Rates. Occupants shall not, without the approval of the Association, do or keep anything in any Residential Unit, Exclusive Use Easement Area, or the Association Property that will increase the rate of insurance, or could result in the cancellation or suspension of insurance or which would be in violation of any Applicable Laws.

3.2 Liability for Insurance and Insurance Rates. An Owner who is responsible for or whose Lessee is responsible for an increase in the rate of insurance on the Association Property shall be personally liable to the Association for the cost of the additional insurance premiums.

3.3 Information on Insurance. Please refer to Article 10 of the Declaration for information regarding the Association and Owner insurance requirements. If you have further questions, please contact your insurance agent.

4. CONDOMINIUMS

4.1 Residential Use. The Condominiums are to be used for residential purposes. Please refer to Section 6.2 of the Declaration for more information regarding the types of uses that are considered to be residential.

4.2 Exclusive Use Easement Areas. The Exclusive Use Easement Areas are to be used as outdoor living areas containing patio furniture and other similar outdoor furnishings, equipped with protective leg caps or other devices to prevent damage to the floors.

4.2.1 No Change of Surface. Residents shall not change or alter the surface of any Exclusive Use Easement Area without the consent of the Board.

4.2.2 No Installation of Flooring Materials. The installation of any tiles or flooring material on the Exclusive Use Easement Areas is strictly forbidden as it will alter drainage patterns. Carpet, artificial turf or other material that can trap water next to the surface of the Exclusive Use Easement Areas is also prohibited. Occupants shall use all due care to prevent puncture of the water-proofing material on the Exclusive Use Easement Areas.

4.2.3 Drainage. Existing drainage patterns on Exclusive Use Easement Areas must be maintained and all drainage systems must be kept free of debris and free flowing. Changing the drainage pattern may cause damage to Kensington at The Square and is strictly prohibited.

4.2.4 Potted Plants. Potted plants must be approved by the Board and must have a tray placed underneath the pot to prevent water spillage onto any Exclusive Use Easement Area. Such trays, and any other device designed to hold water, must be raised above the surface of the Exclusive Use Easement Area in order to allow sufficient air flow beneath such tray or device. Owners shall make sure that the potted plants are placed in areas where they will not fall onto the balconies below. Potted plants shall not be placed in a position which will block any drains or obstruct drainage patterns where applicable. Owners may need to move the potted plants during any window washing and shall not place such plants in a position which will block access by the Association in connection with the performance of its maintenance and other obligations under the Declaration.

4.2.5 Spas and Water Features. No spas, jacuzzis, water filled furniture or other water features are permitted in any Exclusive Use Easement Area.

4.2.6 No Hanging of Items on Railings. No hanging screens, linens, blankets, rugs, swimsuits, plants, banners, wind chimes or other objects may be hung from an Exclusive Use Easement Area. No lighting by an Owner shall be installed on any Exclusive Use Easement Area.

4.2.7 Storage. Occupants shall not use any Exclusive Use Easement Areas for storage purposes, including, without limitation, the storage of bicycles or surf boards.

4.2.8 Cleaning Areas. Occupants shall use due care when cleaning their deck areas. The surfaces of these areas shall be mopped or cleaned in such a manner as to not cause any water to go beyond the boundaries of the Exclusive Use Easement Areas. Any Occupant performing such work is responsible for any item, article or substance which may fall off any of such areas.

4.2.9 Bolting of Items. No improvements shall be nailed, bolted, or otherwise attached to the floor, walls, or any portion of an Exclusive Use Easement Area.

4.2.10 Furnishings. Any furniture, furnishings, plants and other materials kept or stored on any Exclusive Use Easement Area shall be of a neutral color that is harmonious with the color scheme of the exterior walls of the building and approved by the Board in writing or unless expressly permitted herein and shall not extend beyond the height of the railings surrounding such Exclusive Use Easement Areas.

4.2.11 Vegetation. No vegetation shall extend beyond the railings, fences, walls and/or boundaries of any Exclusive Use Easement Areas.

4.2.12 RESTRICTIONS ON BARBECUES. NO CHARCOAL BARBECUES MAY BE USED OR INSTALLED AND NO BUILT-IN BARBECUES MAY BE INSTALLED WITHIN ANY EXCLUSIVE USE EASEMENT AREA OR OTHER AREA OF KENSINGTON AT THE SQUARE. PROVIDED THAT PRIOR APPROVAL IS OBTAINED PURSUANT TO ARTICLE 8 OF THE DECLARATION AND PROVIDED FURTHER THAT SUCH USE IS NOT PROHIBITED BY THE CITY FIRE DEPARTMENT, PROPANE BARBECUES MAY BE PERMITTED WITHIN AN EXCLUSIVE USE EASEMENT AREA; PROVIDED, HOWEVER, THAT IN THE EVENT SUCH BARBECUES ARE EMITTING EXCESSIVE AMOUNTS OF SMOKE, THE ASSOCIATION SHALL HAVE THE RIGHT TO REQUIRE SMOKE MINIMIZING EFFORTS BE IMPLEMENTED AND/OR MAY REQUIRE RELOCATION OF THE BARBECUE FACILITY AT THE SOLE COST AND EXPENSE OF THE OWNER. ALL BARBECUE USE SHALL BE SUBJECT TO FIRE MARSHAL REQUIREMENTS.

4.2.13 Unattended Pets. No pets shall be left unattended on any Exclusive Use Easement Area.

4.3 Alarms. Any alarm installed or connected in a Condominium must be monitored by a certified alarm company. Contact information for the alarm company must be provided to the Association Manager. Each Owner must update the contact information with the Association Manager for an alarm service provider, as appropriate. In the event an alarm is set off and not addressed within a reasonable amount of time, the Association Manager or other Association personnel may enter the Condominium and take all actions necessary to quiet the alarm. Additionally, if any Condominium will be left unattended for any extended period of time, the Owner must arrange for a local contact to be available to address emergencies or other alarm issues and provide such contact information to the Association Manager or authorized Association personnel.

4.4 Speakers. The Association may establish requirements regarding the installation of speakers and other music, television and sound systems. Unless otherwise approved by the Association, speakers and mounted music devices, televisions and surround sound systems, are permitted within a Residential Unit; provided, the sound from such equipment is contained within the interior of the Residential Unit and the installation is in conformance with the Governing Documents. All speakers and similar equipment must be hung in a manner to minimize sound and vibration transmission to any other Condominium. If speakers in a Residential Unit create unreasonable disturbances to other Condominiums, such speakers must be removed or kept at a volume that will not disturb other Residents unless otherwise approved by the Association. To help to ensure everyone's quiet enjoyment of their residence, wall and ceiling mounted music, television or surround sound systems, including, without limitation, wall-mounted speakers or other audiovisual devices are not permitted to be supported by or come into contact with demising walls. Speakers of any sort shall not be placed directly upon the floor. All speakers must be elevated from the floor by a proper acoustic platform, such as a speaker stand.

4.5 Window Cleaning. For Residential Units that are not in a Flats Condominium Building, the Association will provide window cleaning services for the exterior window surfaces that cannot be reached by Occupants of such Residential Units. For Residential Units that are in a Flats Condominium Building, the Association will provide window cleaning services for all exterior window surfaces of such Residential Units. Each Occupant must cooperate with the Association to provide access for such window cleaning. The Association will provide reasonable advance notice to Occupants of scheduled window cleaning dates.

4.6 Waterbeds and Water Furniture. Waterbeds or other water furniture shall not be permitted in any Residential Unit. Substantial damage to other Residential Units or Association Property may occur as a result of a violation of this restriction.

4.7 Aquariums. Aquariums holding more than 30 gallons of water shall not be permitted in any Residential Unit unless approved by the Association. Each Owner acknowledges that substantial damage to other Residential Units or Association Property may occur from a leaking or broken aquarium.

4.8 Furniture Pads. Pianos shall have at least half-inch neoprene pads under the supports to minimize vibration transmission into the structure. If you have hard surface floors, all other furniture shall contain rubber castors and felt pads.

4.9 Vibrations and Noise. In addition to the restrictions set forth above, Occupants shall not attach to the walls or ceilings of any Residential Unit any other fixtures or equipment which will cause vibrations or noise or unreasonable annoyance or damage to the Occupant in the other Residential Units or to the Association Property.

5. SOLAR ENERGY SYSTEMS

The Solar Energy Systems shall be maintained by the Owners in accordance with the Declaration. Occupants are required to comply with all restrictions set forth in the Declaration relating to the Solar Energy Systems. No changes or additions to any Solar Energy System are permitted without the approval of the Board in accordance with Article 8 of the Declaration.

6. ROOF ACCESS

6.1 Owner Roof Access. Owners and their Invitees, shall not, without the prior approval of the Board at any time or for any reason whatsoever, enter upon or attempt to enter upon the roof of a Condominium. Only licensed contractors approved by the Association shall be permitted access to the roof on behalf of Owners and only to the extent necessary to maintain, repair or replace Utility Facilities or Solar Energy Systems exclusively serving such Owner's Condominium. An Owner must obtain permission from the Association before such Owner's licensed contractor may access any roof or other portion of the Association Property which is not readily accessible to perform maintenance. Entry shall be limited to normal business hours and the Association shall have the right to accompany the contractor retained by the Owner during the entry period. The Owner shall reimburse the Association for any costs incurred by the Association to accompany the contractor retained by Owner, and for any damage caused as a result of such entry.

6.2 Association Access. The Association shall have the right of entry set forth in the Declaration to inspect and perform maintenance, repair, and replacement on the roof of all Residential Units.

7. TRASH

7.1 Waste. To ensure the attractive appearance of Kensington at The Square, each Owner must deposit his/her trash or waste in the trash and recycling receptacles for the Community.

7.2 Oversized Items. Oversized items such as cardboard boxes and other oversized items should not be left outside the trash receptacles. It is the Owners' sole responsibility to remove these items from the Condominium Building and dispose of them.

7.3 Construction Debris. Contractors and other service providers shall not place any construction materials in the trash receptacles or any dumpsters within Kensington at The Square.

7.4 Batteries. NO BATTERIES OF ANY TYPE MAY BE DISPOSED OF IN THE DUMPSTERS OR TRASH CHUTES OR TRASH RECEPTACLES WITHIN KENSINGTON AT THE SQUARE. BATTERIES MUST BE DISPOSED OF PROPERLY IN ACCORDANCE WITH APPLICABLE LAWS.

7.5 Removal of Move-in/Move Out Debris. Each Owner must remove or arrange with its moving company for the proper removal of all trash, debris, crates, boxes and other materials used in connection with a move or delivery as provided in the Move-In/Move-Out Procedures.

7.6 Failure to Remove Debris. If an Owner or his or her Invitees fails to remove the debris, any and all debris left by an Owner or his or her Invitees within the Association Property may be removed by the Association Manager and the applicable Owner must pay for all costs associated with such removal. Such costs may be deducted from any deposit paid by the Owner or his or her Invitees.

8. SERVICE PROVIDER RULES

8.1 Service Provider Responsibility. All service providers ("Service Providers") are subject to the "Service Provider Requirements" for Kensington at The Square, a copy of which is included in these Association Rules and Design Guidelines. All Service Providers are subject to restrictions and provisions of these Association Rules and Design Guidelines and all other Governing Documents in addition to the Service Provider Rules. To ensure all Service Providers are aware of the rules and requirements of Kensington at The Square, an Owner must provide its Service Provider(s) with a copy of the Service Provider Rules prior to commencing any work in Kensington at The Square.

8.2 Owner Responsibility. Each Owner is responsible for any violations of the Governing Documents by its Service Provider or the Service Provider of any Lessee. Additionally, each Owner is responsible for any activities by any Service Provider of the Owner or the Owner's Lessees that violates Applicable Laws, such as dumping pollutants through the drainage systems of the Condominium Buildings.

9. POST-TENSION SLABS.

No Owner shall cut into or otherwise disturb any post-tensioned concrete slabs.

10. FIRE SAFETY DEVICES.

No Owner shall remove, alter or impair or tamper or interfere with the proper operation of any fire prevention or fire sprinkler equipment installed in the Owner's Condominium.

10.1 Smoke Detectors. Each Owner must maintain the smoke detectors, alarms and horns (including replacement of batteries when necessary) installed in his or her Residential Unit.

10.2 Fire Sprinklers. Each Owner must take care not to harm, damage or unnecessarily activate the fire sprinklers installed in his or her Residential Unit. The fire sprinklers are heat activated and permitting high heat, steam or burning in the vicinity of a fire sprinkler may cause it to activate, potentially causing extensive damage to your Residential Unit, your personal property, the Association Property, and the units adjacent to and below yours. Except for periodic dusting, you should never touch or allow anything else to touch the fire sprinklers. In particular, you are not allowed to have any item hanging from the fire sprinklers, including, without limitation plants, laundry, posters or other objects. You should also not tie string, floss, wire or any other material on, around or across any portion of a fire sprinkler. Nothing should be stored within eighteen (18) inches of a sprinkler head.

10.3 Fire Alarm System. Tampering with the fire alarm system which includes smoke detectors, heat detectors, flow switches, and tamper switches, etc. is prohibited. Disconnecting the horn in any Residential Unit from the fire alarm system is against the law and will affect the operation of the horns in the other Residential Units within Kensington at The Square. If you notice anything irregular about the fire alarm system in the Condominium Building in which your Residential Unit is situated, you should notify the Association Manager immediately.

10.4 Accidental Set-Offs. If an Owner accidentally sets off the fire sprinklers or suspects that the sprinkler in his or her Condominium may be damaged or not functioning correctly, the Owner shall notify the Association Manager immediately. Each Owner shall be responsible for any and all costs, expenses, liabilities, penalties and fines incurred by the Association or any other Owner if the fire sprinklers are set off as a part of the actions of an Owner or such Owner's Occupants.

10.5 Reimbursement Obligation for Citations or Fines by Fire Marshall. If the Association is cited and fined by the Fire Marshall for any violation of local fire codes due to the actions of any particular Owner, the applicable Owner will be responsible for the full amount of the fine and will reimburse the Association within ten (10) days after receipt of a statement therefor from the Association. If any fine is incurred as a result of the action of a Lessee or other Invitee of an Owner, the Association will seek reimbursement from the applicable Owner, and it will be such Owner's responsibility to seek reimbursement from its Lessee or other Invitee accordingly.

10.6 Fire Extinguishers. Fire extinguishers have been installed in certain portions of the Condominium Buildings in case of a fire. No Owner or Occupant may remove, borrow or tamper with any fire extinguisher except in case of a fire.

10.7 Fire Life Safety Devices. If any fire life safety device must be covered in connection with any improvement undertaken by an Owner, prior written approval must be obtained from the Association. The Owner making such a request must comply with any requirements imposed by the Association Manager. Any disabling or removing of any Fire Life Safety System shall be performed by the Association or its agents, contractors or employees at the cost of the Owner requesting that the fire system be disabled. Any covering plastic must be removed by 5:00 p.m. each day. A fine may be charged for each smoke detector or fire sprinkler left covered overnight.

11. PARKING AND VEHICLE GUIDELINES.

11.1 Parking Within the Private Streets. The Private Streets within Kensington at the Square are maintained and managed by the Association. Occupants are not permitted to park within the Private Streets except any the Occupant of a Residential Unit with an Assigned Parking Space may park within such parking space. Parking within the Private Streets is for short term guest parking only, on a first come, first serve basis, for no longer than 72 hours. Parking by Occupants and their Invitees within the Retail Property Easement Area is prohibited.

11.2 Garages. Occupants' vehicles must be parked within the garages, except the Occupants of Residential Units with an Assigned Parking Space may parking within such parking space.

11.2.1 Number of Automobiles. Each garage must be maintained and used for parking the number of automobiles the garage was designed to accommodate and store all required trash receptacles. Garages

shall not be converted to any use which prevents their use for vehicular parking of the number of automotive vehicles for which they were originally designed.

11.2.2 Parking Vehicles Only. Garages are to be used for parking vehicles only and shall not be converted for storage, living or recreational activities. Garages shall only be used for parking vehicles and the storage of non-hazardous materials. If an Occupant has fewer vehicles than the garage accommodates, the extra space may be used for temporary uses provided that the space can be later used for parking or storage of a vehicle.

11.3 Garage Door to be Kept Closed. Garage doors are to be kept closed except when vehicles are entering or exiting the garage. To park in a Garage, your vehicle must fit completely within the garage and not restrict the ability to close the garage.

11.4 Electric Car Chargers. Owner's garage will be pre-plumbed with conduit for an electric vehicle charger ("**Electric Car Chargers**"). Owners are advised that additional installations and upgrades to the conduit tubing and electric panel may be necessary in the future depending on the need for additional Electric Car Chargers. Any Owner with an Electric Car Charger shall be solely responsible for maintaining, repairing and replacing the Electric Car Charger and associated conduit, wiring and other components servicing such Owner's garage, which maintenance shall be performed by a contractor approved by the Association. An Owner's Electric Car Charger shall be connected to his or her electric meter for his or her Condominium, and each Owner shall be responsible for payment of electricity charges associated with the Electric Car Charger servicing such Owner's garage. Each Owner shall be solely responsible for any service fees that may be charged by the electric service provider to add the Electric Car Charger to the Condominium meter. The Association may levy a Compliance Assessment against an Owner for failure to comply with the requirements set forth in these Association Rules and the Governing Documents.

11.5 Vehicle Size. Your vehicle must fit completely within your garage with the garage door closed or, as applicable, your Assigned Parking Space. Oversized vehicles such as limousines and extra-large vehicles may not fit in a garage or Assigned Parking Space and, therefore, it may be necessary to find parking for such vehicles outside of the Community.

11.6 Speed. All drivers must maintain safe and proper speeds and observe the posted maximum speed while driving in Kensington at The Square.

11.7 Noise. No excessive noise from vehicles or revving up of engines is permitted within Kensington at The Square.

11.8 Oil Leaks. Excessive oil leaks and stains caused by a user's vehicle within the Community will be subject to fines and/or the cost of clean-up and repairs.

11.9 No Vehicle Maintenance. Working on vehicles is prohibited anywhere in the Community. This includes, without limitation, washing, changing oil, light maintenance, etc. All vehicles, motorcycles, mopeds and bicycles within the Building must be operable and possess a current license and registration.

11.10 Prohibited Vehicles. Recreational vehicles, retail-type vehicles, buses, vans designed to accommodate ten (10) or more passengers, vehicles with more than two (2) axles, inoperable vehicles or parts of vehicles, aircraft, boats, jet skis, trailers, campers or unregistered vehicles, etc. or any vehicle or vehicular equipment deemed a nuisance by the Board are not permitted in the Community. Except for vehicles required by Declarant for completion of construction, no contractors' vehicles shall be permitted in the Community. Owners must arrange for off-site parking for any contractor performing work within an Owner's Residential Unit. The Association can grant a waiver of these requirements and may identify vehicles as Authorized Vehicles or Prohibited Vehicles in the future. If a vehicle becomes inoperable while parked within Kensington at The Square, the Owner of such vehicle must make arrangements to remove the inoperable vehicle as soon as reasonably possible.

11.11 Fire Lanes. There is no parking in the fire lanes located within the Association Property. Any vehicle parked within a fire lane may be towed at the vehicle owner's expense without prior notice in accordance with all Applicable Laws.

11.12 Car Alarms. Should a car alarm continue to go off within Kensington at The Square, the Association Manager or the Association may, at the vehicle owner's expense, hire a locksmith and take whatever action necessary to stop the noise. Vehicle alarms that do not automatically go off after an interval are not allowed.

11.13 Towing. Any vehicles parked in any fire lane or any manner that obstructs free traffic flow, constitutes a nuisance or creates a safety hazard or in violation of these rules may be towed away at the vehicle owner's

expense. Owners should contact the Association Manager or the appropriate party as designated by the Association Manager, who shall be responsible for taking appropriate action, including, if necessary, calling the towing company. The Association Manager is NOT obligated to provide any notice (including, but not limited to, a letter mailed to the Owner or a notice posted on the vehicle) to a vehicle owner and/or an Owner before the vehicle is towed.

12. HAZARDOUS MATERIALS AND DUMPING

12.1 Hazardous Materials. No Hazardous Materials shall be stored, placed or used anywhere within the Association Property or a Condominium in violation of Applicable Laws. Any Owner who receives written notice from the Association indicating an item in their possession violates this restriction must take all necessary actions to remove such item within twenty-four (24) hours of receiving such notice. In the event the item is not removed within twenty-four (24) hours, the Association or authorized Association personnel may remove or cause the item(s) to be removed and charge the applicable Owner for any costs associated with such removal.

12.2 No Dumping. No person shall discharge into the Kensington at The Square sewer system, storm drain any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety, or welfare or violate any Applicable Laws. Failure to adhere to this restriction may subject the violating Owner to liability under state and federal law for any clean up, personal injury or damage caused to another Condominium or any portion of Kensington at The Square.

12.3 Water Damage; Extended Absence Responsibilities. If a Condominium is left unattended for an extended period of time, the Owner of the vacant condominium is responsible for taking the necessary precautions to avoid water damage that could be caused by leaks in their absence. Owners shall make arrangements for someone to check on the Condominium if the Condominium will be left vacant for any extended period. Owners acknowledge that water may dry up in the P-trap portion of buyer's toilets, showers and bathtubs if they are not used and cause odors which may migrate from such Owner's Residential Unit into another Residential Unit or into the Condominium Building. Owners are responsible for any nuisances which they may cause due to such odors and are recommended to review the Owner Maintenance Manual for proper maintenance of their toilets.

13. ANIMALS.

13.1 Bathing. No animal shall be bathed, at any time, within the Association Property.

13.2 Damage to Association Property. Any damage to Association Property caused by a pet shall be repaired/replaced at the pet owner's expense. This includes, but is not limited to, grass, plants, stained stucco, claw marks, etc.

13.3 Removal. If, after notice and a hearing, the Board finds that a pet is dangerous or creates an unreasonable nuisance, the Board may require the pet to be removed from Kensington at The Square within 7 days.

13.4 Unattended Pets. Pets must be kept within the Residential Unit when the Occupant is away or cannot attend to them. Barking dogs on Exclusive Use Easement Areas or inside a Residential Unit will not be tolerated. Any pet which makes noise disturbing to a neighbor must be confined within its Occupant's Residential Unit in a place from which this noise cannot be overheard.

14. RENTALS.

14.1 Rental. An Owner shall be entitled to rent the Owner's Residential Unit for a term of not less than thirty (30) days. The Owner shall be responsible for all actions of the Lessee and will be liable for any costs associated with the violation of any provision set forth in the Governing Documents, including any failure to maintain the Unit in accordance with the requirements of the Owner Maintenance Manual.

14.2 Notification. The names and contact numbers for each Lessee must be submitted to the Association within seven (7) calendar days of the execution of any lease agreement by delivering a copy of the executed lease agreement pursuant to the Declaration, together with an executed "Condominium Rental Form" (available in the Forms Section of these Association Rules and Design Guidelines) certifying its lease agreement complies with the requirements of this Section and the Declaration and the other Governing Documents.

14.3 Amenities. Privileges to use the amenities transfers to a Lessee upon the commencement date of its lease agreement. Except to the extent necessary to enforce its rights under a lease agreement, an Owner shall have no right to use the Association Property or those areas owned by the Association (including the Recreational Facilities) during the term of a lease agreement for its Condominium.

14.4 Responsibility of Owner. Each Lessee must comply with all the maintenance responsibilities of an Owner with respect to the use of its Condominium and all Exclusive Use Easement Areas. However, the Owner who is leasing his or her Condominium is not relieved of its maintenance obligations when his or her Condominium is leased.

The Association will hold such leasing Owner responsible for any failure or non-compliance of its Lessee(s) to diligently perform the maintenance obligations set forth in the Limited Warranty and Owner Maintenance Manual and any other obligations under any of the Governing Documents. In the event any Lessee causes damage to Kensington at The Square or violates the terms of its lease agreement, the Association will pursue available remedies against the applicable Owner and/or Lessee. However, even if the Association elects to pursue remedies against the Lessee, the Association still has the right to also pursue remedies against the applicable Owner whose Lessee or Invitees have violated the Governing Documents and the Owner remains primarily liable for the actions of its Lessees and Invitees.

14.5 Timesharing. No Residential Unit may be divided or conveyed on a time increment basis of measurable chronological time periods. There shall not be any agreement, plan, program or arrangement under which the right to use, or occupy or possess the Condominium rotates among various persons, either corporate partnership, individual or otherwise, on a periodically recurring basis for monetary compensation or like-kind use privileges.

14.6 Assessments. A Lessee shall have no obligation to the Association to pay assessments imposed by the Association. Each Owner remains liable for the payment of such assessments.

14.7 Voting Rights. No Lessee shall have any voting rights in the Association or the right to attend any meeting held by the Association.

14.8 Lease Agreement. Each lease agreement must (a) be in writing; (b) be for a term no less than the term permitted by the Declaration; (c) provide it is subject to the Governing Documents; and (d) provide that any failure to comply with any provision of the Governing Documents will be a default under the lease agreement. Upon the request of the Association, the Owner that is a party to a lease agreement shall deliver a copy of such lease agreement to the Association.

14.9 Insurance. Owners are responsible for ensuring that their Lessee maintain the appropriate renter's insurance in sufficient amounts to cover the cost of replacement of all such Lessees' personal property and liability at Kensington at The Square during the entire term of their respective lease agreements. The obligation of the Lessees of Owners to maintain renters' insurance in no way limits or replaces the insurance obligations of Owners under the Governing Documents. Since each insurance carrier may vary in policy, it is each Owner's responsibility to obtain the appropriate type of insurance for such Owner's Condominium while it is leased and ensure that the form of such insurance, including all coverage amounts, complies with such Owner's obligations under the applicable Governing Documents. Depending on the insurance carrier, an Owner may be required to change their property insurance coverage to a commercial or other type of business policy as dictated by such Owner's individual insurance carrier. Neither the Association, nor the Association Manager, may advise you on such matters.

15. RESALE/RENTAL AND REAL ESTATE PROFESSIONALS

15.1 Owner Responsibility. All Owners are responsible for assuring that any real estate professional(s) retained to assist an Owner with the sale or lease of his or her Condominium is fully aware of, and complies with the terms of these Association Rules and all other Governing Documents.

15.2 Prohibited Activities.

15.2.1 Open Houses. Except for "designated open houses" authorized through the policies established by the Board, no open houses are permitted in the Condominiums. The Association shall have the right to deny the request for any open house or to limit the number of visitors permitted to attend each designated open house in its sole discretion.

15.2.2 Auctions. No on-site auction for the sale or lease of a Condominium is permitted.

15.3 Notice Upon Sale. Upon sale of a Condominium, the name of the purchaser and the purchaser's contact information shall be provided to the Association Manager when escrow is opened for the Condominium. Additionally, a copy of the recorded deed must be delivered to the Association Manager as soon as it is available.

15.4 Signs, Flags and Banners. Kensington at The Square is subject to the criteria in the Declaration on "For Sale," "For Lease," and "Open House" signs. No signs, flags, banners, or the like advertising the sale or lease of a Condominium may be displayed within any Association Property. Review the signage requirements in the Association Rules for additional information.

16. BICYCLES

Bicycle racks may be made available to Owners and Occupants within the Community on a "first come, first served" basis. The Association has the right to establish additional rules and policies relating to these spaces, including, without limitation the requirement that each bicycle be registered with the Association Manager or require the placement of an identifying sticker as proof such bicycle or motorcycle is authorized in such areas. Owners are responsible for their

own locks on any bicycles stored in the Community. The Association and Association Manager are not responsible for the security of any bicycles stored in any bicycle rack.

17. SIGNS

No sign, poster, billboard, advertising device or other display of any kind shall be displayed for public view except as provided in Section 19 below. All such signs must conform to the Declaration all Applicable Laws and shall not be placed in any location which would obstruct pedestrian or vehicular traffic or vehicular lines-of-sight. This section does not apply to Declarant signage and other marketing materials including without limitation, banners, pennants, flags, balloons and other displays used to advertise or market the Community. Project identification signs, as approved by Declarant and/or the City and any signs required by local, state or federal regulations are permitted.

18. CRITERIA FOR "FOR SALE" SIGNS AND "FOR LEASE" SIGNS AND OTHER SIGNS

18.1.1 Criteria. The following criteria applies to "For Sale" and "For Lease" signs within the Community:

(a) All "for-sale" or "for-lease" signs must be placed within the boundaries of the Owner's Residential Unit.

(b) All signs for the purpose of selling or leasing a Residential Unit must be of customary design and no greater in size than 6 square feet.

(c) The number of for-sale and for-lease signs within any Residential Unit shall not exceed one (1) sign for any Residential Unit.

(d) No for-sale, for-lease or open house signs shall be placed on Association Property, without prior written approval from the Association.

(e) No balloons, banners, pennants, or flags which are intended for marketing a Residential unit as for sale or for lease are permitted unless authorized in writing by the Association.

(f) No signs shall be placed in such a way as to damage landscaping, irrigation or other Improvements, nor shall any signage be installed on any street, tree, traffic signal, street light pole or other structures on Association Property.

(g) No signs shall be placed within a Residential Unit in any manner which would obstruct pedestrian travel or impede access.

(h) All signs must comply with all Applicable Laws.

18.1.2 Removal of "For Sale" and "For Lease" Signs. Signs not complying with the above guidelines may be removed without notice by the Association.

18.1.3 Other Requirements. The Association may promulgate other requirements relating to signs and other similar marketing materials as part of its policies and procedures.

19. PROLONGED ABSENCES; PRECAUTIONARY MEASURES

If any Condominium will be left unoccupied for any extended period of time, Occupants are required to take the following precautionary measures.

19.1 Notify Association Manager; Designate Local Contact. Each Occupant shall notify the Association Manager of (a) the length of the anticipated absence, and (b) the name and contact information of your local third-party designee whom you have authorized to check on the Condominium from time to time for any water leaks or other issues.

19.2 Alarm Monitoring. If the Condominium is equipped with an alarm, inform the monitoring company of the length of time the Condominium will remain unoccupied and provide the local contact information if such person is different than the contacts already provided to the monitoring company.

20. HOLIDAY DECORATIONS

20.1 Acceptable Timeframe. Winter holiday decorations may only be displayed from the day after Thanksgiving until a week after the January 1st. All other decorations must be displayed no more than two (2) weeks prior to the day of the holiday, and must be removed within a week after the holiday.

20.2 Location. Holiday decorations must only be displayed from inside a Residential Unit. No Owner may place holiday decorations in the Association Property structures, (including Exclusive Use Easement Areas). Owners may not damage or puncture the Condominium Building in the process of displaying decorations.

20.3 Disposal. All Christmas trees must be bagged when being brought through a Condominium Building. The Association may establish time periods for the collection of discarded Christmas trees and impose requirements regarding the placement for such discarded Christmas trees.

21. ELEVATOR USE

21.1 Use of Elevators. Any Occupant of a Residential Unit within an Flats Condominium Building requiring an elevator for the following purposes must make prior arrangements with the Association Manager:

21.1.1 Transporting large, oversized items such as furniture or large boxes;

21.1.2 Transporting construction materials; and

21.1.3 Move Ins, Move-Outs and delivery of large items.

21.2 Limitations. DO NOT enter any elevator for any reason during an Emergency. The elevators are programmed to bring themselves down to the ground floor and open their doors only once during an emergency and will not function normally until being reset by the appropriate Flats Condominium Building personnel. Additionally, the backup generators that power the elevator during an Emergency may be depleted at any time and may not have enough power to bring an elevator down to the ground floor from its current location.

22. POOL AREA RULES

22.1 Hours. The swimming pool and associated restrooms are open from 7:00 a.m. to 10:00 p.m., except for scheduled maintenance. Hours of operation are subject to change by the Board. Additional rules may be posted at the pool area and must be observed.

22.2 Assumption of Risk. THERE IS NO LIFEGUARD ON DUTY. The Association does not employ lifeguards. All persons using the swimming pool do so at their own risk, responsibility and liability. The Association is not liable for injury or harm caused to any person while using any pool.

22.3 Lifesaving Equipment. SAFETY EQUIPMENT HAS BEEN PROVIDED FOR EMERGENCY USE ONLY. Emergency lifesaving equipment may not be moved or relocated from its mounted positions.

22.4 Attire. Appropriate swimming attire is required at all times. Any person who is incontinent or not fully toilet trained must wear appropriate waterproof clothing when entering or being carried into the pool.

22.5 Pool Use. All pool users 14 years old must be accompanied and supervised by a responsible person of the same household at least 18 years of age capable of using the life preserver and Life Hook in case of an emergency.

22.6 Health. Using the swimming pool with open cuts, wounds, rashes or communicable diseases that may affect others, including, but not limited to any skin disease, sore or inflamed eyes, nasal or eye discharge is prohibited.

22.7 No Alcohol and Drugs. Intoxicated persons or persons under the influence of narcotics, drugs, or medication that adversely affects a person's motor skills are prohibited from using or being in close proximity to the pool.

22.8 Pool Controls. Adjustment of any control regulating the pool, lights or other common service is prohibited.

22.9 Pool Service. All persons must leave the swimming pool area if maintenance crew request the area be temporarily vacated for cleaning and/or service.

22.10 Gates and Keys. Pool areas are to be entered through the gates only. Climbing over a fence to enter or exit the pool area is prohibited. Gates are to remain closed and locked at all times. The lending of access keys to non-residents for use of the pool is prohibited.

22.11 Number of People Using Pool. The Association reserves the right to limit, on a reasonable basis, the number of people using the swimming pool at any given time. Individuals or groups must not occupy the pool to the effective exclusion of others.

22.12 Pool Rule Enforcement. Anyone not abiding by the posted rules may be asked to leave the pool area by any member of the Association or the Association Manager.

22.13 Glass. No glass, breakable containers or sharp objects are permitted. If glass or sharp objects are brought to the pool areas and it causes an accident, the responsible Owner will be liable for the cost of any resulting damage or injury.

22.14 Items Not Permitted. No surfboards or boogie boards will be permitted in the pool. No tennis balls, baseballs, footballs, basketballs, Frisbees, cans, foreign objects, foreign substances (bubble bath, soap, beverages, etc.) or pool furniture are to be thrown into or around the pool.

22.15 Safety. Diving, running, pushing or other aggressive/boisterous activity in or around the swimming pool area is prohibited.

22.16 Pets. Except for service or assistance animals, pets are prohibited in the swimming pool area.

22.17 Guests. Recreational Facilities are reserved for full-time Occupants of the Community and their guests. Owners who have rented or leased their unit are not entitled to use the Recreational Facilities. Occupants must accompany their guests at all times when using the Recreational Facilities.

22.18 Use of Restrooms and Showers. Restrooms and showers in the swimming pool area are only to be used while enjoying the swimming pool area. No Occupant may use such facilities for regular bathing or in lieu of the amenities of her or her Residential Unit.

23. BARBECUE, FIRE PIT AND OTHER RECREATIONAL AREAS

Barbecue, fire pit, bocce ball court, putting greens and shuffle ball areas and various other recreational facilities and areas are available for use by Occupants and their guests.

23.1 First Come First Served Basis. These recreational areas are available on a first come, first served basis for use by Occupants and their guests. The Association may limit the number of guests.

23.2 Cleaning. Please make sure the barbecues and fire pit are turned off after each use and the area is clean of debris or personal items before leaving.

23.3 Glass Containers. No glass containers are permitted in the barbecue and/or other recreational areas in the Community.

24. TOT LOT

There is a tot lot located within the Community that are for the use and enjoyment of Owners, residents, tenants and their guests. The tot lot is for private use and not available to the public. The following rules apply to the tot lot area in the Community.

24.1 Prohibited Activities. The following are prohibited in the tot lot: skateboarding, roller blading, bicycling, motorized equipment, air guns, BB guns, bows and arrows, fireworks, hitting golf balls, model rockets, motorbikes, all-terrain vehicles, power model airplanes, sling shots, knives or swords, fireworks, loud or boisterous language or music, illegal drugs or any item or activity prohibited by law.

24.2 Notification of Management Company. The Association Manager must be notified in the event of an accident or incident or if the Police Department or Fire Department is called to the tot lot for any reason.

24.3 Protection of Property. Attaching or affixing any object, sign, decoration with tape, nails or other means to any trees, posts or other improvement within the tot lot is prohibited. The Association shall not be responsible for loss of personal property, materials or equipment owned or rented by an Owner, resident, vendors or attendees, by theft, damage or other means.

24.4 Hours. The tot lot shall be available for use by Owners, residents, tenants and their guests between dawn and dusk only.

DESIGN GUIDELINES

INTRODUCTION

These design criteria for Kensington at The Square constitute the Design Guidelines contemplated by the Declaration. These Design Guidelines are created with the goal of maintaining the aesthetic beauty, and preserving the safety, value and desirability of Kensington at The Square. By adhering to these Design Guidelines, which include guidelines and standards for all improvements and sound and noise guidelines, all Owners will benefit from the beauty and enjoyment of Kensington at The Square.

Prior to making any improvements to your Residential Unit or any Exclusive Use Easement Area, you must first submit a complete Design Application to the Board, or, if formed, the Design Review Committee. All references herein to the Design Review Committee shall be deemed to refer to the Board in the event a Design Review Committee has not been formed. After receiving written approval from the Board or Design Review Committee, as applicable, and complying with applicable Governmental Agencies, you may install your improvements or undertake your approved action. Note, however, that any work undertaken at Kensington at The Square must be in accordance with the Contractor Rules and Regulations contained in these Association Rules and Design Guidelines, a copy of which you agree to sign and have signed by your Contractor prior to the commencement of work. Please review these Design Guidelines prior to completing your application form to ensure your submittal is complete. In the event of a conflict between these Design Guidelines and the Declaration, the Declaration shall prevail.

It is recommended that you also refer to [Article 8 of the Declaration](#) in conjunction with these Design Guidelines to insure a complete understanding of the submittal and review process. If at any time you have any questions regarding the review process, please contact the Association Manager.

PURPOSE

These Design Guidelines are not intended to restrict individual creativity or personal preference, but rather to assure and preserve the value, desirability, attractiveness and design integrity of Kensington at The Square.

APPLICABILITY TO DECLARANT

The limitations and/or requirements provided in these Design Guidelines do not apply to the Declarant and neither the Association, the Board nor the Design Review Committee shall have any rights of review or approval with respect to any improvements made by the Declarant.

PART I – SUBMITTAL REQUIREMENTS

1. SUBMITTAL OF APPLICATION FOR DESIGN APPROVAL

1.1 Failure to Obtain Approval. It is important that you obtain the approvals of the Design Review Committee before making any alterations or improvements so that you are not in violation of the Governing Documents. Please also remember that a building or other permit may be required by the County or City Building Department, or other Governmental Agencies prior to the commencement of any work.

1.2 Submittal of Application. Prior to the commencement of any addition, alteration, construction work or other improvements as set forth in Article 8 of the Declaration, you must first submit an application to the Design Review Committee for approval of such work in accordance with the procedures set forth below. The following is intended to describe some of the improvements which require approval by the Design Review Committee. Even though a proposed improvement may not be listed below, you should submit an application for your proposed improvement, unless the Governing Documents specifically exempts that particular improvement from architectural review. The Design Review Committee approval is required for the following proposed improvements to Condominiums.

1.2.1 Interior Improvements to Condominiums. All improvements to your Condominium which impact or alter any part of the Condominium Building in which your Residential Unit is located and any hard surface flooring require the approval of the Design Review Committee. No structural alterations to the interior of a Residential Unit or Association Property surrounding any Residential Unit shall be made and no plumbing, electrical or other work which would result in the penetration of the unfinished surfaces of the ceilings, walls or floors shall be performed by any Owner without the prior written consent of the Design Review Committee. For the purpose of these Design Guidelines, the term "interior improvements" shall include, without limitation:

- Flooring (tile, marble, granite, wood, etc.)
- Moving of non-bearing walls
- Windows enclosing a Residential Unit, including metal frames, tracks and exterior screens of glass doors and windows
- Hardware on any entry doors
- Security system
- Permanent fixtures
- Ceilings and columns
- Skylights
- Stairs
- Any other improvement (including demising walls) which may impair or alter the structural integrity of the Condominium Building or the Residential Unit

1.2.2 Exterior Improvements to Condominium. All improvements to your Condominium which impact or alter any part of the exterior of your Condominium, including without limitation the Exclusive Use Easement Areas (including without limitation changes in level, grade or drainage pattern; patio, balcony or roof deck covers; plantings and potted plants; paving, tinting or other covering of any patio, balcony or roof deck; windows; screens; sunshades; awnings; walls; doors; garage doors, railings and gates), or require the approval of the Design Review Committee. For the purpose of these Design Guidelines, the term "exterior improvements" shall include, without limitation:

Any structure, vegetation or appurtenance thereto, and other improvements constructed or installed above or below ground, including, without limitation, all Condominium Buildings, parking areas and structures, roadways, walkways, curbs, gutters, sewer laterals, all types of walls and fences, paint on all exterior surfaces, poles, signs, exterior lighting and light standards, recreational facilities, exterior air conditioning equipment, antennae, hedges, berms, windbreaks, trash enclosures, spas, swimming pools, exterior facades on all buildings (including a residential dwelling unit), change in the appearance or color of any building or a residential dwelling unit, landscaping, hardscapes, irrigation facilities, trees, shrubs, plazas, planters, stairways, railings, ramps, Utility Facilities (utility, communication, heating and ventilation and other similar facilities including, without limitation, intake and exhaust systems, any back flow preventers, any drainage systems, ducting systems for ventilation and utility services, water systems, sanitary sewer systems, natural gas systems, electrical systems, fire life safety systems, chilled water systems and central plants, telecommunication facilities, exhaust fans, lightning rods, vaults and switchgears, heating, ventilation

and air conditioning systems, including without limitation, all machinery controls and vents relating thereto, emergency generators, central utility services and all other utility systems, conduits, cabling and facilities servicing the Property which are situated in, on, over and under, or located within the Property), pipes and conduits and any replacements, additions, repairs or alterations thereto of any kind whatsoever. In addition, to the foregoing, solar panel removal, replacement or modification shall require approval of the Design Review Committee.

1.2.3 Declarant Approvals. In addition to the approvals by the Design Review Committee, any improvements within an Owner's Residential Unit or the surrounding Association Property that impacts the structural integrity of a Condominium Building shall, for a period of ten (10) years after the date that a certificate of occupancy is issued for the last Residential Unit in Kensington at The Square, require the prior written consent of the Declarant unless the Declarant has notified the Association, in writing, that it (i) waives its consent to the particular work of improvement, or (ii) no longer desires to exercise such right of review and approval for any future works of improvement.

2. DESIGN REVIEW PROCESS AND PROCEDURES

2.1 Application for Approval. All applications for any improvements requiring approval by the Design Review Committee must be submitted in writing ("Improvement Form"), together with the items described below ("Submittal Package").

Send requests to:

Kensington at The Square Owners Association
c/o _____

Attention: Design Review Committee

2.2 Delivery of Submittal Package. The Submittal Package and any resubmittals should be delivered in a manner where receipt for delivery can be obtained. This may include personal delivery, overnight courier or any method where the Association Manager acknowledges receipt of the Submittal Package in writing.

2.3 Submittal Package. In order to expedite the approval process, the Submittal Package for any improvements (other than patio furnishings and window coverings) must include three (3) sets of each of the following:

- Improvement Form
- Plans and specifications showing the location, nature, kind, shape, height and materials, including the color and any other requirements set forth herein ("Plans and Specifications"), clearly indicating all proposed modifications
- Floor plans, only if you are an Owner requesting permission to remove or relocate a wall
- Description of materials and colors and material samples
- Plans and Specifications for mechanical or solar energy improvements must show all mechanical devices exposed to the exterior and all solar collectors, racks, storage facilities and distribution components.
- A proposed construction schedule (including proposed start and completion dates)
- Certificates of insurance (including contractors exclusions and proof of valid workers compensation insurance)
- Permits and licenses, if applicable
- An Application Processing Fee as set forth in Section 2.7.1 below.
- Names, addresses and phone numbers of all contractors and subcontractors who will work within Kensington at The Square.

The Design Review Committee will not be able to review your application unless all required plans, forms, fees and information for your proposed improvement(s) are included in your Submittal Package.

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

2.4 Submittal Package for Deck and Patio Furnishings and Window Coverings. For any patio and deck and porch furnishings and window coverings, the Owner shall submit one (1) copy of a picture showing the furnishings and/or samples of proposed fabrics and finishes.

2.5 Hard-Surface Flooring. All hard surface flooring must meet all California Building Code requirements, including, but not limited to, those related to sound transmission. Residents installing or altering hard surface flooring must submit the following (in addition to meeting the above listed requirements) for any hard-surface flooring to the Design Review Committee:

2.5.1 A construction drawing clearly indicating the type of flooring to be installed and the underlayment to be provided to mitigate against impact noises such as footfalls. The drawing must clearly identify all materials, their composition and thickness.

2.5.2 A plan view drawing of the hard surface flooring area indicating the location of all adjacent partitions, cabinets, etc., with referenced details indicating the method of isolating the hard surface flooring along the entire perimeter.

2.5.3 A copy of the installation instructions from the acoustical floor underlayment manufacturer.

2.5.4 The name of the Service Provider who will install the hard surface flooring and acoustical underlayment with a listing of his experience in the installation of floors utilizing impact insulation materials.

2.6 Wall, Ceiling and Curtain Attachments. An Owner desiring to attach televisions or other fixtures to the walls or install curtains, chandeliers or pictures which penetrate through the drywall and require extra supports must obtain approval of the Association prior to the installation of such items detailing the location and the mounting techniques. No Application Fee is required unless the Association determines the installation does require further review and approval, in which case the Owner may be required to submit an application fee and other documents required by the Association Manager. Regardless of whether approvals are required and/or obtained, Owners remain liable for any damage to persons or property caused by any penetration of the drywall.

2.7 Submittal Package Review Fees.

2.7.1 Application Processing Fee. Each Owner must pay an application processing fee in an amount determined by the Association ("Application Processing Fee"). The Application Processing Fee shall be delivered to the Association Manager.

2.7.2 Deposit. In addition to the Application Processing Fee, the Owner must pay a deposit in an amount determined by the Design Review Committee to cover any damage to Association Property or any other areas of Kensington at The Square during the course of construction of any improvements. Each Owner is solely liable for all damage caused by an Owner or any Service Provider of an Owner, including, but not limited to, all fines and surcharges levied against the Owner by the Design Review Committee. The Owner's liability shall not be limited by the amount of the deposit. If such costs of repairs, fines or surcharges are not promptly paid by the Owner, then all work must cease until the deposit has been replenished to an amount determined by the Design Review Committee (not to exceed the maximum amount that has been set for deposits).

2.7.3 Outside Consultant Fee. The Board may also require an Owner to pay any fees, costs or expenses associated with the review and approval of the Owner's Plans and Specifications by an outside consultant ("Outside Consultant Fee") or any costs associated with the review of the Plans and Specifications by an architect on the Design Review Committee, if any. Any structural improvements must be approved by a licensed architect, sound engineer and any other person reasonably required to evaluate the design.

2.7.4 Additional Fees. Additional fees may be imposed on Owners if determined necessary, based upon the complexity or scope of the Submittal Package and/or to retain consultants. If such fees are determined necessary, you will be notified by the Association Manager and you will be required to submit the additional fee(s) within ten (10) days of the request.

2.8 Review of Application. The Association Manager shall, upon behalf of the Design Review Committee, review the Submittal Package to ensure that it contains all of the information and fees required.

If the Submittal Package is complete, the Association Manager will forward the Submittal Package to the Design Review Committee. The Association Manager may determine and notify the Owner that, based upon the proposed

improvements or the complexity of the proposed improvements, additional review fees will be required. The Submittal Package will not be submitted to the Design Review Committee unless the Submittal Package is completed and until such fees are paid. Failure to submit a complete Submittal Package and include the appropriate fees with the Submittal Package will constitute an incomplete application, and the application will be returned to the Residential Unit Owner for completion prior to review by the Design Review Committee. The Submittal Package may be deemed complete by the Owner unless the Owner is informed otherwise by the Association Manager, within twenty (20) days after delivery to the Association Manager.

The Design Review Committee will review the Submittal Package and will provide written notification of approval, approval with conditions, or disapproval of the proposed modifications to the Association Manager. The Association Manager will then provide written notice of the actions taken by the Design Review Committee within thirty (30) days but not more than sixty (60) days from the receipt of the Submittal Package along with one (1) set of the Submittal Package, appropriately marked with the Design Review Committee's action. If an Applicant fails to receive notice of any action by the Design Review Committee within forty-five (45) days of the complete Submittal Package, then the Applicant shall have the right to deliver a written reminder notice. The Association Manager shall deliver the Owner's written reminder notice to the Design Review Committee. The Association Manager will then provide notice of the actions or none taken by the Design Review Committee within thirty (30) days from receipt of Owner's written reminder notice.

2.9 Declarant Review. To the extent the proposed improvement requires review by Declarant, the Association Manager shall submit the Submittal Package to Declarant for review.

2.10 Diligence in Construction. Upon final approval of the Submittal Package, the Owner shall promptly commence construction and diligently pursue completion of the construction in conformance with the construction schedule. If any date(s) originally approved by the Design Review Committee are delayed by more than ninety (90) days, such Owner may be required to submit a new Submittal Package reflecting its revised date projections. If a new Submittal Package is required by the Design Review Committee, such Owner may be responsible for fees and deposits in connection with such new Submittal Package.

3. GENERAL GUIDELINES AND REQUIREMENTS RELATING TO WORK

Approval by the Design Review Committee does not constitute waiver of the requirements of any Governmental Agencies. Design Review Committee approval of plans does not constitute acceptance of any technical or engineering specifications, and the Association assumes no responsibility for such. The function of the Design Review Committee is to review submittals for design of improvements, placement of improvements, color schemes, exterior finishes and materials and similar features which are recommended for use in Kensington at The Square. All technical and engineering matters are the responsibility of the Owner. In addition to the restrictions set forth in the Governing Documents, each Owner shall also comply with the following restrictions and guidelines.

3.1 Building Permits and Costs for Improvements. The Association shall have the right to require an Owner to provide copies of City issued building permits for certain improvements or changes. The applicant shall obtain Design Review Committee approval of any improvements requiring a building permit prior to requesting such permit from the City. The Association assumes no responsibility for failure to obtain building permits. Obtaining such permits does not waive the Owner's obligation to obtain Design Review Committee approval. Any required building permits must be obtained by the Owner, at such Owner's expense. Any costs related to the improvements shall be the responsibility of the Owner.

3.2 Damage. An Owner shall be responsible for any damage to the Association Property or any other portion of Kensington at The Square caused by construction or of improvements by the Owner. All applicable charges for restoration will be charged back to the Owner by the Association and are due and payable within thirty (30) days from notification to the Owner.

3.3 Effect of Approval. Approval of plans is not authorization to proceed with improvements on any property other than the Residential Unit owned by the applicant.

3.4 Building Code Requirements. It shall be the responsibility of the Owner to ensure that proposed modifications shall be consistent with applicable building code requirements. No improvements will be permitted that could impair the structural integrity or mechanical systems of Kensington at The Square, or lessen the support of any portion of Kensington at The Square.

3.5 Zoning. All uses shall be in conformity with the zoning ordinances of the City.

3.6 Structural Alterations. No structural alterations to the interior of or any Residential Unit shall be made and no plumbing, electrical or other work which would result in the penetration of the unfinished surfaces of the

ceilings, walls or floors shall be performed by any Owner without the prior written consent of the Design Review Committee.

3.7 Mechanic's Liens. No Owner may cause or permit any mechanic's lien to be filed against any portion of Kensington at The Square for labor or materials alleged to have been furnished or delivered to Kensington at The Square or any Condominium for such Owner, and any Owner who does so shall immediately cause the lien to be discharged within five (5) days after notice to the Owner from the Board. If any Owner fails to remove such mechanic's lien, the Board may, discharge the lien and charge the Owner a Special Assessment for such cost of discharge

3.8 Concrete Walls or Slabs. No Owner shall drill, penetrate or otherwise tamper with the concrete or other structural components of the Condominium Buildings including the Exclusive Use Easement Areas.

4. REQUIREMENTS FOR CONTRACTORS, SUBCONTRACTORS AND ANY OTHER WORK

Prior to the commencement of any work requiring design approval, each Owner shall provide its contractor ("Contractor") with the Kensington at The Square Contractor Rules and Regulations ("Contractor Rules and Regulations") attached to these Design Guidelines. A copy of the Contractor Rules and Regulations shall be signed by the Contractor and the Owner and provided to the Association Manager.

5. COMPLIANCE WITH REQUIRED PROCEDURES

If a Design change is made without the approval by the Design Review Committee or any violation of the Design Guidelines occurs, the Design Review Committee may deliver written notice of violation to the Owner. The violation notice shall specify a time period for removal of the non-conforming improvement which the Design Review Committee reasonably determines is necessary to remove the non-conforming improvement. The Owner shall, upon receipt of the violation notice remove the non-conforming improvement within the time period specified in the Violation notice or make an appeal to the Board in writing. If an Owner fails to file an appeal within fifteen (15) days of the receipt of the notice of violation, the Owner shall have waived any right to appeal.

Upon receipt of a written appeal, the Board shall, if there is a fine schedule adopted by the Board, stay the enforcement of the fine or imposition of any further fines until an appeal hearing has been concluded. Within thirty (30) days of a request for a hearing, the Board shall schedule an appeal at a time and date to be determined by the Board. The appeal hearing shall be conducted in an informal manner and the Owner shall have the opportunity to present any information or evidence to have the fine excused or mitigated. The decision of the Board shall be final.

6. DISAPPROVAL BY THE DESIGN REVIEW COMMITTEE (APPEAL)

If the Design Review Committee disapproves any application or approves any application with conditions, the party or parties making such application may appeal in writing to the Board. The Board must receive the written request for appeal not more than thirty (30) days following the disapproval decision of the Design Review Committee. Within thirty (30) days following receipt of the written request for appeal, the Board shall render its written decision. The failure of the Board to render a decision within the thirty (30) day period shall be deemed a decision in favor of the appellant. The decision of the Board shall be binding and final.

7. INSPECTION AND CORRECTION OF WORK

7.1 Right of Inspection During Course of Construction. The Association shall have the right of inspection during the course of construction as set forth in the Declaration. The Association has the authority to stop all work if such work is not approved by the Association or is inconsistent with the approved plans.

7.2 Notice of Completion. Upon the completion of any construction or reconstruction or the alteration or refinishing of any improvements, or upon the completion of any other work for which approved Plans and Specifications are required, the Owner shall submit the Approved Improvements Notice of Completion to the Design Review Committee.

7.3 Inspection. Within a reasonable period thereafter, the Design Review Committee, or its duly authorized representative, shall have the right to enter into a Residential Unit, as provided in the Declaration, to inspect such improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved Plans and Specifications. If the Design Review Committee finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner in writing of such non-compliance specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance.

PART II – DESIGN STANDARDS

The standards set forth below shall apply to the improvements within Kensington at The Square. These standards are in addition to the standards set forth in the Governing Documents.

Kensington at The Square is subject to the architectural standards in the Association Rules. Review the architectural standards in the Association Rules for additional information.

8. WATER SUPPLY SYSTEMS No individual water supply, sewage disposal or water softener system shall be permitted in any Residential Unit.

9. WINDOW COVERINGS AND TREATMENTS

9.1 Submittal Requirements. Except for tinting that is part of the original construction of a Condominium Building, window tinting is prohibited.

9.2 Guidelines.

9.2.1 Neutral Color. All window coverings must be of a neutral color harmonious with and not conflict with the color scheme of the exterior wall surface of the Unit. Window coverings may consist of draperies, shades or shutters. Aluminum foils or other reflective materials, bed sheets, papers, and the like may not be applied to windows, at any time.

9.2.2 No Bars. Exterior wrought iron or metal bars are prohibited.

9.2.3 Screen Doors. Exterior screen doors must be approved by the Design Review Committee.

9.2.4 Maintenance. Each Owner is responsible for the care and maintenance of his or her window coverings. Drapes, curtains, shutters, blinds, and all other window coverings must be kept in good condition. Each Owner will be required to replace shabby and torn materials/coverings exposed to the exterior.

10. STRUCTURAL LOAD CHANGES.

The structural engineer has designed the Condominium Buildings to meet the current, applicable Building Code for square foot loading. Any modifications to a Residential Unit that might increase such load of a Residential Unit's floor must be approved by a structural engineer and the Design Review Committee. These items include, without limitation, changes in flooring (e.g., installation of ceramic tile, marble, granite) and the placement of pool tables, pianos, potted plants or trees, and aquariums.

11. FLOORING.

11.1 Submittal Requirements. Except for those floors installed by Declarant, no Owner shall install flooring (including without limitation tile or hardwood floors) or replace any flooring unless the prior approval of the Design Review Committee has been obtained. All such flooring shall be subject to the restrictions set forth in the Declaration.

11.2 Guidelines.

11.2.1 All floor areas within a Residential Unit shall be covered with materials designed to minimize noise transmission. The installation of carpet must also include the installation of padding if the Residential Unit is situated on any floor above any other Residential Units or Association Property.

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

12. SOUND AND VIBRATION ATTENUATION

12.1 Guidelines.

12.1.1 Penetrations. No holes or other penetrations shall be made in demising walls (party walls) without the prior approval of the Design Review Committee. No penetrations of any sort shall be made in the ceiling of any Unit without prior approval of the Board or Design Review Committee. Acoustical sealant shall be packed around all holes made by nails or screws when hanging items from the wall.

12.1.2 Minor Impact Insulation. No modifications shall be made to any Residential Unit which would result in a reduction in the minimum impact insulation class of the Residential Unit.

12.1.3 No Attachment. No fixture or equipment that may cause vibrations, noise or other type of unreasonable annoyance or damage to Owners may be attached to the walls or ceilings of any Condominium. Devices such as ceiling-mounted music devices, televisions or surround sound systems, including, but not limited to, wall mounted speakers, flat screen televisions and other audiovisual devices, must be supported by proper wall mounts or floor stands or a proper acoustic platform that prevent such devices from coming in contact with a demising wall or floor surface. All such wall mounts must be installed in conformance with the Design Guidelines.