

RULES AND REGULATIONS

Point Loma Tennis Club Community Corporation

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Established by action of the Board of Directors as revised and adopted

August 23, 2023

This revision supersedes all previous revisions.

The Board of Directors of the Point Loma Tennis Club Community Corporation ("Association" or "PLTC") solicits the full cooperation of each and every resident and Member in observing and enforcing these Rules and Regulations.

I. GENERAL

1.1. **AUTHORITY:** The Board is authorized by the Association's Declaration of Covenants Conditions & Restrictions ("CC&Rs") Section 3.2.9 to establish Rules and Regulations that the Board may deem reasonable in connection with the use, occupancy and maintenance of all of the Property. These Rules and Regulations shall apply to each and every Owner, resident, tenant, guest or invitee who enter the Property.

1.2. **CONDUCT:** No person on the Property shall at any time engage in any activity which unreasonably interferes with the quiet enjoyment of other residents. Abusive, harassing and/or disrespectful behavior is not permitted.

1.3. **MANAGER:** The Board may, in its sole judgment and discretion, delegate the responsibility and authority for assuring compliance with these Rules and Regulations and the CC&Rs to the Manager and/or Property Management company appointed by the Board.

1.4. **PATROL:** The Manager and Board may delegate the responsibility and authority for assuring compliance with these Rules and Regulations to patrol personnel hired or contracted by the Association. The patrol is hired for observation and to enforce PLTC rules as an agent for the Board. They are authorized to call the police, when necessary, but are not hired to act as police. Regardless of whether PLTC hires a private patrol for the community, PLTC does not guarantee the safety or security for any individuals or property within the Property. Individuals are responsible for their own safety and security. Responsibility for secure automobiles, Units and all personal possessions lies solely with their owner.

1.5. **EMPLOYEES/VENDORS:** Residents shall not give orders or directions to employees/vendors or otherwise interfere with their work. All requests for services, as may be provided by Employees of the Association, shall be directed through the PLTC Office and/or Manager.

1.6. **SOLICITING:** No soliciting or distributing handbills, advertisements or other materials of anykind is permitted except as may be authorized by the Board.

1.7. **REPORTING VIOLATIONS OF CC&Rs, BYLAWS, OR RULES AND REGULATIONS, AND UNSATISFACTORY OR HAZARDOUS CONDITIONS:** It is the responsibility and obligation of every Owner and resident of PLTC to report violations of the CC&Rs, Bylaws, Rules and Regulations or

unsatisfactory or hazardous conditions on the Property to the Manager as soon as possible. Reporting forms for this purpose are available from the Manager and/or from the Patrol.

II. INDIVIDUAL LIVING UNITS

2.1. OCCUPANCY: The number of persons residing in any Unit shall not exceed the requirements of local ordinances.

2.2. USE: Individual living Units shall be used only for residential purposes. No commercial activity of any kind is permitted except trade or business may be conducted in or from a Unit, so long as there is no material impact on the Project. No hazardous or noxious activity of any kind is permitted. Smoking within a Unit, on a patio or balcony or on the Common Area shall be subject to all local/state/federal laws, regulations and/or code as well as any and all Rules and Regulations as may be established by the Board of Directors.

2.3. NO SHORT-TERM RENTALS ALLOWED: Short-term and transient rentals or leases of a Unit are prohibited within the Association and complex. For purposes of this section, short-term and transient rentals or leases are those that are for a period of thirty (30) days or less. Effectively, this applies to Air BnB and similar rental arrangements. This restriction shall not apply to the Unit of an Owner who owned the Unit prior to September 28, 2021.

2.3.1. SHORT TERM RENTALS: If Owner owned the Unit prior to September 28, 2021, the Unit is not affected by the prohibition on short term rentals as described above. However, any short-term rentals must provide proof of a valid short term residential occupancy license, as per applicable law, to the Board and/or management within fourteen (14) days of the issuance of any such license. Additionally, the Unit is subject to and must comply with all local, state, and federal laws, regulations, or codes, and well as any Rules and Regulations that may be adopted by the Board of Directors.

2.4. PLUMBING: Plumbing problems, such as dripping faucets, water waste and leaks are the responsibility of the Unit owner and shall be corrected without delay. The Unit Owner shall pay any cost of such repair. The Unit Owner is responsible for waste plumbing from their fixtures up to the point of connection with the common line servicing more than one (1) Unit. PLTC will provide, wherever possible, a standardized inspection access panel in the common wall, if requested, to give the Unit owner access to P-traps beneath bathtubs. Unit Owners may **NOT** cut holes in Common Area walls on their own.

2.5. EMERGENCY ACCESS TO UNITS: If the Board and/or management determines that a condition exists within a Unit, which constitutes an emergency health or safety hazard to persons, other Units, or the Common Area, the Board or an Association's agent shall have the right to enter the Unit and correct said condition. If the hazardous condition was within the Owner's maintenance responsibility as determined by the CC&Rs, the Unit Owner shall pay any cost of correcting said hazardous condition. As a matter of courtesy, the Manager will attempt, but is not obligated, to contact the Unit Owner before entering the Unit.

2.6. NOISE: No person shall engage in loud or obnoxious behavior, which disturbs other residents. Objectionable noise shall not be audible outside any Unit between the hours of 9:30 p.m. and 8:00 a.m. Parties and social activities shall be orderly and shall not disturb other residents. No construction or modification activities that emit significant noise or vibration audible or noticeable outside the confines of any particular Unit shall be allowed on Sundays, Holidays, or between the hours of 7:00 p.m. and 7:00 a.m.

2.7. SIGNS: No commercial signs, flags or banners, shall be displayed in public view except that one sign, not more than 18" by 24", advertising a Unit for sale or rent may be displayed against a balcony railing, but may not protrude into the Common Area. In addition, up to four (4) temporary signs may be displayed throughout the Common Area, announcing open houses, for a period of no longer than five (5) hours. Owners may only display non-commercial signs, flags and in accordance with the provisions

of current law.

2.8. GUESTS: Residents shall be responsible for the acts of their guests. Limitations on the use of PLTC facilities by guests are specified below under the appropriate headings.

2.9. PETS

2.9.1. DOGS: Possession of a dog on the grounds of PLTC is a privilege granted by the Association and is subject to the following Rules and Regulations, which shall apply to all dogs within the confines of PLTC:

- A. Dogs must be licensed with the County of San Diego – this ensures that all dogs have received their rabies vaccinations. Said licenses must be securely attached and displayed on the collar of the dog. Dogs must wear collars at all times while on PLTC property. Upon request, Dog License must be shown.
- B. When in the Common Area, all dogs must not be left unattended and must be kept on a suitable leash, no longer than six (6) feet in length and securely under the control of the owner or other competent person capable of controlling the dog.
- C. Excessive noise, (barking, howling or whining) by dogs shall not be permitted under any conditions and will be subject to fines and/or permanent removal from the property.
- D. Owners of pets running free and/or demonstrating overly aggressive behavior causing fear or distress are subject to fines and/or permanent removal of the dog from the PLTC property.
- E. Dogs may not be left unattended on Unit patios or balconies.
- F. Dog feeding bowls, utensils and food may not be left on patios or balconies when not in immediate use (i.e., feeding time).
- G. Dog droppings must be promptly cleaned up and properly disposed of by the dog's owner/guardian.
- H. Dogs are not permitted in the tennis courts or pool area.

2.9.2. DOMESTIC CATS: Due to their nature, domestic cats are considered by the State and County as able to fend for themselves and are "free roaming" animals. As such, Rules and Regulations applicable to domestic cats are different than those applicable to dogs. The following rules and regulations apply to all domestic cats.

- A. Cats are not required to be licensed, however collars with identification tags, indicating the name, address and phone number of the cat's owner, must be on all cats at all times in the common grounds.
- B. Cats found in the common grounds without collars may be considered "feral" and subject to Animal Control intervention, as the Board or Manager may deem necessary.
- C. Cat feeding bowls, utensils and food may not be left on patios, balconies, parking garages or any Common Area when not in immediate use (i.e., feeding).
- D. Cats that unreasonably disturb residents or damage property may be subject to Animal Control intervention.

2.9.3. OTHER ANIMALS: Absolutely no livestock is permitted on PLTC grounds. All other animals sometimes kept as pets, including, but not limited to: RABITS, BIRDS, SNAKES, RODENTS, FISH, SMALL ANIMALS shall be subject to the following Rules and Regulations:

- A. Must be free of disease or contagions harmful or dangerous to humans.
- B. May not unreasonably disturb other residents or neighbors.

2.9.4. ALL PETS:

- A. Each pet owner must immediately clean up after their pet.

B. Pets may not be washed in Unit tubs or sinks whereby animal fur or hair is introduced or disposed of into the common plumbing of PLTC.

C. The Board has the right, but not the obligation, to require the permanent removal of any pet that unreasonably threatens the physical or emotional well-being of any Owner or resident of a Condominium, or creates a nuisance or disturbance, or causes damage to property.

D. The Board has the sole discretion to determine whether any of the foregoing conditions exist which requires the permanent removal of a pet. Except in an emergency situation warranting an application for the issuance of a temporary restraining order or preliminary injunction, prior to requiring the permanent removal of a pet, the Owner of the Unit shall be provided with Individual Notice and an opportunity to be heard by the Board.

2.10. TENANTS AND NONRESIDENT OWNERS

2.10.1. RESPONSIBILITY: The Owner of each Unit shall be responsible for the actions of his or her family members, guests, contractors, vendors, tenants, etc. Unit Owner shall promptly notify the PLTC Office of any and all changes to the resident status of their Unit including tenant names, move-in and move-out dates, etc.

2.10.2. RULES AND REGULATIONS: Prior to occupancy a copy of the Rules and Regulations shall be supplied to tenants by the Owner of the Unit. Tenants and their guests, residents, and occupants shall abide by and comply with all provisions of the Governing Documents, as they may be amended from time to time, and the violation of same shall constitute the lessee's default under their lease. Each Condominium Owner shall be liable to the Association for damages arising from all actions, including without limitation, tortious acts, of his or her lessees, residents, or their guests and invitees. Ignorance of any provision of the Association's Governing Documents will not be a valid excuse for violation.

2.10.3. IDENTIFICATION CARDS: A PLTC ID Card may be issued to a tenant/resident by the Manager. The Owner's ID Card and those of any previous tenants shall be surrendered to the Manager before a new ID Card will be issued.

2.10.4. CURRENT ADDRESS AND TELEPHONE NUMBER: Each nonresident Unit Owner shall supply to the Manager his or her current address, telephone number and e-mail address (if any) and shall promptly report any change of address, telephone number or e-mail to the Manager. For the purpose of notifying Unit Owners of violations or actions of the Association, the Board shall not be responsible for locating any nonresident Owner who has failed to provide current contact information.

2.10.5. RESIDENT'S NAMES AND TELEPHONE NUMBERS: The Owner of each Unit, within 2 weeks of occupancy by a new resident, shall supply to the Manager the resident's name and telephone numbers at which he or she can be reached quickly.

2.11. SMOKE DETECTORS: All Units shall have a working smoke detector mounted at a central location within the Unit.

2.12. SCREEN DOORS: Only screen doors specified in the standard variance on file in the office may be installed in entry doors. See Manager for particular details.

2.13. MOVE-IN AND MOVE-OUT: Owners are subject to a \$150 move-in or move-out fee for any change in occupancy of the Unit. The ratification of this rule change took place at the May 2, 2019 Board Meeting held at the PLTC Clubhouse.

2.14. PARKING SPACE – STORAGE RENTAL: Upon a change in occupancy or ownership, any prior rented Association parking space and/or storage unit will be immediately released back to the Association or Owner.

III. COMMON AREA

3.1. COMMON AREA: The Common Area comprises all areas of the Property except for the individual living Units, as defined in the CC&Rs. The Board is authorized to regulate all activities in the Common Area for the common enjoyment of the residents. No person shall damage, litter or obstruct the Common Area or in any way interfere with the proper use of the Common Area by others. Be advised that the Common Area and Common Area facilities are not monitored by the Association. The Association is not responsible for safety or supervision, including unaccompanied minors, in the Common Area and Common Area facilities.

3.2. COMMON AREA FACILITIES: The Common Area Facilities refer to the gated area comprising the pool, clubhouse, tennis courts, BBQ's and firepits. Identification, in the form of an official PLTC Identification Card, shall be required for any use of the Common Area Facilities.

3.3. EASEMENTS: Each Unit is granted easements to use portions of the Common Area for the following purposes:

- A. BALCONIES AND PATIOS: recreational use, recreational furniture, and potted plants.
- B. ENTRYWAYS AND EXTERIOR STAIRS: access to the Unit.
- C. PARKING SPACES: parking of operable, registered cars or motorcycles and bicycles only. Bicycles shall not be secured or locked to common pipes or other structures and shall fit within the limits of the particular parking space.
- D. STORAGE UNITS: storage of non-hazardous property.

No other use of these areas shall be permitted except as licensed by a variance issued by the Board.

3.4. ALTERATIONS: No addition or modification shall be made to any part of the Common Area except as licensed by a variance issued in writing by the Board.

3.5. BALCONIES AND PATIOS: Balconies and patios shall be kept neat and clean.

- A. Potted plants may not be placed directly on balcony or patio surface. Potted plants must have drip pans and be placed above balcony surface on stands or tables to prevent rotting of wood deck boards.
- B. Due to safety and insurance concerns ONLY balconies or patios on the FIRST FLOOR are permitted to have hanging plants or planters hanging or otherwise affixed on the railing outside the balcony. Additionally, hanging planters may be placed on first floor balconies or patios, as long as the planter is at a height of 10 feet or less from the ground, and as long as the water drainage is not located directly against wood railings.
- C. Balcony or patio floor coverings are not permitted. Turf, artificial grass, woven rugs, tile, or other materials that do not allow for proper airflow for moisture mitigation are prohibited on balconies or patios.
- D. No wire, wood or fabric mesh of any type is permitted on the railings.
- E. Pets are not allowed on the patios or balconies unattended and bird feeders may not be placed in a manner in which they will protrude beyond the railing confines of the patio or balcony.
- F. Furniture shall be of the patio type (intended for outdoor use) and shall be maintained in good condition.
- G. Residents may have a small gas grill, but charcoal and smoker grill are not allowed. Propane heaters and other "open flame" items (i.e., tiki torches) are strictly prohibited. Residents may have a small propane fire pit.
- H. Drying or storage of towels and other items by hanging over balcony rails is strictly prohibited.
- I. A privacy screen is allowed but it cannot be taller than the top cap of the balcony railing and must cover the entire length. Variance document must be requested and approved before installation.

J. HOLIDAY DECORATIONS: All holiday decorations (including icicle lights) must be removed within thirty (30) days after the relevant holiday.

3.6. LANDSCAPE:

- A. No potted plants are allowed at the entryway, sidewalk or stairs (per insurance policy).
- B. Trees, planted by Owners or residents, are prohibited in Common Area unless receiving prior approval of the Board and in cooperation with the landscape committee. Plants on patios or balconies may not grow higher than four feet tall (not including height of pot).
- C. Owners may purchase plants pre-approved by the landscape committee and plant them with approval of the Board and oversight of the landscape committee. Any costs associated with acquiring or planting will be at the owner's expense. Owner must submit a request and receive prior written approval from the Board prior to commencing any planting pursuant to this Section.
- D. No alteration to landscaping in the Common Areas shall be made by anyone without prior approval from the Board. This also includes potted plants. Potted plants are not authorized for placement in the common landscaping.
- E. No flags, banners, signs or other items may be placed in the Common Area without prior approval from the Board.

3.7. SATELLITE DISHES: Any video or television antenna or satellite dish which has a diameter or diagonal measurement of less than one (1) meter, or as otherwise defined and protected under OTARD is permitted. These restrictions are subject to change based on federal and state law. Installation should be done by a professional to ensure secure placement to avoid safety hazard. Installation on other than any portion of the Unit or Exclusive Use Balcony or Patio such as on the rooftop requires prior application and written permission by the Board. The Board may require the owner to sign a license, maintenance and indemnity agreement as a condition of approving the installation of a satellite dish on any portion of the Common Area. Any damage caused by installation, maintenance, or removal of the device will be the financial responsibility of the owner.

3.8. PARKING SPACES: The parking spaces shall not be used for open storage, storage of inoperable or unlicensed vehicles, washing or dismantling of vehicles (including oil changes). Vehicles are prohibited from being up on jacks if unattended. Vehicles occupying parking spaces shall not drip liquids onto the pavement. The use of a drip pans or barrier – not newspaper or cardboard – may be placed under the vehicle to catch drips. Newspaper or cardboard barriers are not permitted to catch drips. Bicycles may be placed in front of parking areas as long as they are within the confines of the particular parking area. Automobiles and Motorcycles are to only be used in parking spaces, unless an Owner or resident obtains prior written approval from the Board.

3.9. TOWING

3.9.1. FIRE LANES (RED ZONES): All red zones are Fire Lanes, specifically designated by the Fire Department. Any vehicle parked in a red zone may be towed, without warning, and at the vehicle owner's expense.

3.9.2. DOUBLE PARKING AND PARKING OUTSIDE OF MARKED PARKING SPACES: Any vehicle double parked or parked other than in a marked parking space may be towed, without warning, and at the vehicle owner's expense.

3.9.3. GUEST PARKING: Owners and residents are not permitted to park in Guest Parking at any time. Guests parking in guest space beyond three hours will be subject to immediate towing at the vehicle owner's expense.

3.9.4. INDIVIDUAL PARKING SPACES: The Manager shall not be responsible for enforcement of unauthorized vehicles parked in individually numbered parking spaces. Owners and Residents are fully

authorized to tow vehicles illegally parked in their personal parking spaces. It is suggested that Owners/Residents use the same towing company as has been authorized by the Association.

3.10. ROOFS: No person shall be permitted on any roof except as authorized by the Board.

3.11. NOISE: No person shall engage in any unreasonably loud or obnoxious activity in the Common Area. Noise-making devices such as fireworks, horns, ratchets, sirens, etc., are not permitted. Use of TVs, radios or tape players in the Common Area is permitted only in conjunction with earphones, unless it is part of a PLTC sponsored and planned event.

3.12. RAZOR SCOOTERS, ROLLER BLADES, ROLLER SKATES, AND SKATEBOARDS: Due to safety concerns, use of razor-type scooters, motorized (electrical or gas powered) vehicles or bicycles, roller blades, roller skates, and skateboards is not permitted on the Property.

3.13. BICYCLES: Bicycles must be walked on pedestrian walkways, and are prohibited elsewhere in the Common Area. Bicycles with training wheels are permitted for learning only and must be ridden in a safe and slow manner. This rule does not permit training wheels merely for an individual to be able to ride a bike in the PLTC confines.

3.14. PLASTIC HOLLOW BATS AND PLASTIC BALLS: Residents are permitted to use plastic hollow bats and plastic hollow balls on the Common Area open grass area. No hard balls or softballs are permitted, except for controlled games of "catch". No other bats other than plastic bats may be used. No bats or balls, including footballs and soccer balls, may strike any building.

3.15. CONDUCT: No activity shall be permitted in the Common Area, which is capable of injuring people or of damaging property or landscape. Climbing of trees is not permitted.

3.16. GUESTS: Guests in the Common Area shall be accompanied at all times by an adult resident who shall be responsible for their actions.

3.17. GARAGES: Garages shall not be used for any purpose other than parking vehicles and access to storage cabinets. The garages and driveways are not to be used for recreational or play areas.

3.18. RUBBISH COLLECTION

3.18.1. DUMPSTER: Dumpsters can only accommodate customary household trash. Garbage and used pet litter must be securely sealed in plastic bags. Boxes and cartons must be broken up and crushed and placed in the recycling dumpster. Be sure all trash goes into the dumpster, not on the floor. All recycling should be put in the recycling dumpster.

3.18.2. RESTRICTED MATERIALS: Appliances, carpeting, furniture, mattresses, box springs, and Christmas trees are not permitted in the dumpsters. Residents must make arrangements for transporting such materials to the city dump or other authorized location. Contact the Manager for assistance. Association will rent a "restricted materials" dumpster 2 times per year for residents to use as disposal of unwanted items that are not permitted in regular dumpsters.

3.19. WATER AND ELECTRICITY: Unannounced interruption of water or electric service can be a serious hardship on residents. Therefore, no person shall shut off water or electricity, except in their own Unit, without prior authorization of the Board and/or management. Ordinarily, except in case of an emergency, such authorization will not be granted less than twenty-four hours after it is requested, in order to provide adequate time to notify affected residents.

3.20. COMMON AREA FAUCETS AND ELECTRICAL OUTLETS: No person shall use faucets or electrical outlets in the Common Area without authorization from the Board and/or management.

3.21. YARD SALES: No Common Area may be used for yard sales unless approved by the Board.

IV. RECREATIONAL AREA

4.1. FACILITIES: The recreational area comprises the swimming pool, whirlpool/spa, saunas, exercise rooms, tennis courts, clubhouse, adjacent fenced area, and the facilities contained therein.

4.2. MINOR USE OF FACILITIES. The Association is not responsible for safety or supervision, including unaccompanied minors, in the Recreational Area or Common Area facilities.

4.3. USE: The recreational facilities shall be used only by Owners of PLTC, their family members, residents, tenants and guests. The right to use the facilities is appurtenant to the individual Condominium Unit and cannot be separated from it. Nonresident Owners, whose Units are rented, do not have the right to use the recreational facilities.

4.4. GUESTS: Residents of any Unit shall not entertain more than four guests **total per Unit** in the recreation areas at any one time.

4.5. ENTRY: Propping open the gates to the recreational area is strictly prohibited. Entry shall be ONLY via key or fob in possession of Unit Owner or Resident as provided by PLTC office.

4.6. PLTC IDENTIFICATION CARDS:

4.6.1. REQUIREMENT: Identification in the form of a PLTC ID Card shall be required of all persons using the recreational facilities. Persons unable to identify themselves with an ID Card, when asked by the Manager, Patrol, or another Owner or resident may be required to leave the recreational area. No person shall attempt to use an ID Card issued to another person, nor shall any person permit another to use an ID Card issued to him or her.

4.6.2. ISSUANCE: ID Cards may be issued by the Manager to adults who provide proof of residency at PLTC. An administrative fee set by the Board is charged for issuance of each ID Card. The ID Card remains the property of PLTC. Upon termination of residency at PLTC the ID Card shall be surrendered to the Manager. ID Card may be revoked by the Association pursuant the Association's Enforcement Policy (Article V below).

4.6.3. TEENAGER ID CARDS: ID Cards may be issued by the Manager to residents under the age of 18 on the following conditions:

- A. WRITTEN APPLICATION by resident parent or guardian agreeing to assume responsibility for the actions of, and to pay any damages caused by the teenage cardholder.
- B. PAYMENT of the regular fee.
- C. PROBATIONAL TEENAGER ID CARDS guest privileges:
 - One (1) guest allowed per teenage resident with ID card.
 - Such guest counts towards the 4 guests total under Rule 4.3 above.

4.6.4. HOUSEGUEST ID CARDS: Houseguest ID Cards may be issued by the Manager to residents for the use of guests 18 years or older staying at PLTC, subject to the following conditions.

- A. Temporary ID Card must be returned no later than 30 days after issue.
- B. HOLDERS OF HOUSEGUEST ID CARDS need not be accompanied by a resident while in the recreation or common areas. Houseguest ID Cards confer the same privileges and responsibilities as regular ID Cards, except that they do not carry guest privileges. Any person in residence for more than 30 days is considered a resident and must have a regular ID Card.

4.7. POOL, JACUZZI, BBQs AND FIREPITS

4.7.1. HOURS: The pool and whirlpool/spa are open at all times except during cleaning and maintenance. Fire pits hours are Sunday-Thursday until 11pm – Friday-Saturday until Midnight.

4.7.2. NOISE: No unreasonably objectionable noise, shouting, screaming, splashing, or rough games are permitted at any time. Persons violating this rule may be required to leave the area.

4.7.3. RECREATIONAL USE ONLY: Lap swimming is not allowed if there are three or more people in the pool.

4.7.4. FIREPITS: As with other recreational facilities, users must present ID card and be checked in by Security Guard. Use of fire pits are “at your own risk” only. The Association makes no warranties or representations as to the fire pit’s safety or functionality at any given time.

4.7.4.1. WAIVER: Owner and/or tenant is required to execute the Fire Pit Waiver prior to use of the fire pit. Owners will be responsible for any actions of their guests.

4.7.4.1. USE: Fire pits shall be for community use and are not for the exclusive use by any user.

4.7.4.2. AUTHORIZED ACTIVITY: No cooking, roasting or similar activity is permitted within the fire pit, nor may any additional material or items be placed in the fire pits.

4.7.4.3. TURNING ON AND OFF THE FIREPIT: The Association’s patrol service and office staff are the only party authorized to light and shut off the East and West fire pits. Firepit must not be left unattended until security or office has turned off flame completely.

4.7.5. POOL AND WHIRLPOOL/SPA RESTRICTIONS

4.7.5.1. CHILDREN: Any children using the pool and spa should be under the direct and constant supervision of a responsible adult fourteen (14) years of age or older.

4.7.5.2. NO ANIMAL is permitted in the pool or whirlpool/spa area.

4.7.5.3. SNACKS, FOOD AND DRINKS are permitted in the pool or whirlpool/spa area but not **IN** the pool or whirlpool/spa. Glass containers are prohibited in the pool, whirlpool/spa or BBQ area. All residents must clean up after themselves.

4.7.5.4. ANYONE NOT TOILET TRAINED or incontinent must wear swim diapers or waterproof pants/swimwear when in the pool or whirlpool/spa area. This rule applies to anyone using the pool or whirlpool/spa area, regardless of his or her age.

4.7.5.5. ALL PERSONS SHALL USE one of the three available bathrooms to relieve themselves while in the pool or whirlpool/spa area, and shall refrain from voiding or defecating in the pool or whirlpool/spa area.

4.7.5.6. ALL PERSONS SHALL SHOWER to remove sand, dirt, lotion, and body oil before entering the pool or spa.

4.7.5.7. SPA gate must not be propped open in any circumstance with any object due to safety.

4.7.5.8. BICYCLES, TRICYCLES AND OTHER LARGE OBJECTS are not permitted in the pool area.

4.7.5.9. FLOATS/INFLATBLE floats cannot be used as a toy. It can only be used if less than 15 individuals are in the pool. It can only be one person per flotation device, horizontal flotation devices only, no upright extensions overhead height.

4.7.5.10. Balls and swim fins are not permitted in the pool or spa at any time. Small, plastic dive toys are the **ONLY** toys permitted in the pool area. Kickboards may not be used when more than five people are in the pool. Flotation devices may be used by non-swimmers.

4.7.5.11. NO SMOKING in the pool or whirlpool/spa areas except where indicated or as designated.

4.7.6 BBQs

4.7.6.1. Gas BBQs are provided for PLTC residents, Owners and their guests for the exclusive use of cooking food items. No individual can monopolize use of a BBQ over an extended period of time. During busy times/seasons, effort should be made to use BBQs efficiently and share BBQ space with other neighbors who are waiting to use them. Individual BBQs may not be used in the pool or spa areas and charcoal BBQs are prohibited throughout the complex entirely.

4.7.6.2. BBQs must be cleaned with grill brush and flame turned off completely after each use. BBQ area must be cleaned of any items, food, food drippings before leaving BBQ area.

4.8. TENNIS COURTS WITH TENNIS NETS ** Tennis Courts are to be used for Racket Sports ONLY.

4.8.1. HOURS: During Day Light Savings Time, the tennis courts will be open between the hours of 7:00 a.m. and 9:00 p.m. every day. During Standard Time, the tennis courts are open between the hours of 7:00 a.m. and 8:00 p.m. every day.

4.8.2. RULES: USE OF THE TENNIS COURTS IS SUBJECT TO THE FOLLOWING RULES WHICH ARE POSTED NEAR THE COURTS:

- A. COMMON COURTESY and proper tennis etiquette shall be shown to all players at all times.
- B. NON-RESIDENTS must be accompanied by and play with a Resident.
- C. GUESTS must be advised of parking rules by Resident.
- D. NO MORE THAN ONE COURT at a time can be used for instruction.
- E. NOISE must be kept to a minimum at all times.
- F. **TENNIS SHOES ONLY.** This means shoes designed expressly for tennis play--**not to include running shoes or black soled shoes.**
- G. CARE OF COURT FACILITIES:
 - DO NOT POUND balls into windscreens.
 - DO NOT STRIKE court surface or net with racket.
 - DO NOT CLIMB wind screens or fences.
- H. TIME LIMITS IF PLAYERS ARE WAITING:
 - One hour for singles play.
 - One and one-half hours for doubles play.

WHEN INSTRUCTION OF THE GAME OF TENNIS IS USED FOR PROFIT, THE FOLLOWING RULES WILL BE IN EFFECT:

(DEFINITION OF INSTRUCTION: Instruction or play on any court for monetary gain.)

- A. TENNIS INSTRUCTION can only be provided to current PLTC residents.
- B. RESIDENTS shall procure instructor.
- C. RESIDENTS shall have a current PLTC ID Card on them when they play.

- D. ALLOWABLE INSTRUCTION TIME: 7:00 a.m. to 9:00 p.m. daily during Standard Time. During Daylight Savings Time and from 7:00 a.m. to 8:00 p.m. during Monday-Friday (Please Notify Office Before Starting) Saturday, Sunday, Holidays (Please Notify Patrol).
- E. The Board shall have the right to revoke instruction privileges to any instructor who is violating these rules or for other reasonable causes.

4.9. CLUBHOUSE

4.9.1. FACILITIES: The clubhouse facilities include the foyer, meeting rooms, bar, kitchen, billiard room, locker rooms, showers, saunas, and exercise rooms. Pets are not permitted in the Clubhouse at any time.

4.9.2. HOURS: The clubhouse is open between the hours of 5:00 a.m. and 11:00 p.m. every day *except* during PLTC functions, or when reserved/rented for private functions (Midnight end of function, one can stay until 1am to clean; New Year's Eve times is extended to 1am, one can stay until 2am to clean) or if otherwise stated by the Board of Directors and/or management.

4.9.3. SAUNAS: Persons using the saunas must use towels when sitting on the benches. Each sauna shall be turned off by the last person using it. No water shall be used on the heating equipment.

4.9.4. POOL TABLES: Any person abusing the pool table, or associated equipment, will lose their rights to future use in addition to any other disciplinary action authorized by the Association's Enforcement Policy. Accessories for the pool table may be checked out at the Manager's office or with the Patrol when on duty.

4.9.5. RENTAL: The foyer, meeting rooms, kitchen, and bar may be reserved or rented for private functions by Owners whose account is in good standing. Contact the Manager for further information.

4.9.6. BARE FEET AND WET SWIMSUITS: No person shall have bare feet or wear a wet swim suit in the clubhouse except in or directly on the way to the showers, locker rooms, and saunas.

4.9.7. EXERCISE ROOMS: Use of the exercise rooms and exercise equipment is subject to the rules posted in the exercise rooms. The Association is not responsible for safety or supervision, including unaccompanied minors, in the Exercise Area.

4.9.8. LOCKERS – Lockers are available to PLTC Residents for short-term daily use. Resident is responsible for providing their own lock and the lock must be removed within the same day. Lockers are intended to be used within the same day while Resident is using facilities and not for long-term storage. Any locks left on lockers after clubhouse is closed are subject to removal and contents removed.

V. ENFORCEMENT

5.1. AUTHORITY: The Association has the right to enforce the Association's Rules and Regulations and Second Restated Declaration of Covenants, Conditions and Restrictions.

5.2. COMPLAINT PROCEDURE: Once a resident gives the Board of Directors a written complaint that a rule or covenant has been violated or the Board independently discovers a violation, the Board will investigate the allegation and may take action against the offending Owner/resident, including but not limited to, fining or specially assessing, if appropriate, suspending rights and privileges, or instituting legal action. However, nothing in this section obligates or requires the Board of Directors to take any action against an individual Owner/resident. The Board of Directors, in making this decision, will determine the costs and benefits of taking such action.

5.3. DUE PROCESS: Prior to the imposition of any fine, individual Reimbursement Assessment or suspension of rights and privileges, the Owner shall be given notice and an opportunity to appear in person or in writing before the Board of Directors pursuant to *Civil Code* Section 5855 or any successor statute.

5.4. ENFORCEMENT GUIDELINES: Generally, **though not necessarily**, the Association will adhere to the following schedule:

5.4.1. FIRST NOTICE: Warning Letter and Request to Correct Violation (if applicable). Reimbursement charge (e.g., to reimburse the Association for costs incurred in compelling compliance, including without limitation, attorneys' fees and costs), suspension of rights and privileges.

5.4.2. FIRST VIOLATION: Possible imposition of fines. Reimbursement charge (e.g., for costs to compel compliance, including without limitation, attorneys' fees and costs), suspension of rights and privileges; institute Alternative Dispute Resolution and/or Internal Dispute Resolution; filing of lawsuit.

5.4.3. SECOND VIOLATION (same offence): Possible imposition of fines. Reimbursement charge (e.g., for costs to compel compliance, including without limitation, attorneys' fees and costs), suspension of rights and privileges; institute Alternative Dispute Resolution and/or Internal Dispute Resolution; filing of lawsuit.

5.4.4. THIRD OR MORE VIOLATION (same offence): Possible imposition of fines. Reimbursement charge (e.g., to reimburse the Association for costs to compel compliance, including without limitation, attorneys' fees and costs), suspension of rights and privileges; institute Alternative Dispute Resolution and/or Internal Dispute Resolution; filing of lawsuit.

The Association reserves the right to institute any of the above-referenced enforcement measures regardless of whether it is a first violation, second violation, etc.

5.5. FINE SCHEDULE

Minimum Lease Term Violations

First Violation	Second Violation	Third & More Violations
\$2,000.00	\$3,000.00	\$4,000.00

All Other Violations

First Violation	Second Violation	Third & More Violations
Up to \$100*	Up to \$300*	Up to \$500*

Each individual infraction of the Governing Documents will be treated as a separate violation. The Association has the right to impose escalating fines for separate, identical violations identified in the same hearing notice. For example, if two noise violations are identified in the same hearing notice, the Association has the right to impose "First Violation" and "Second Violation" fine amounts at the hearing.

*Depending on the severity and frequency of the violation and violator, the choice of the enforcement procedure(s) and/or the enforcement remedy utilized may vary. However, for continuing or especially egregious circumstances, in the event of an architectural violation (e.g., failure to submit an application and obtain approval before commencing an improvement, failure to adhere to approved plans), or for defecation in the pool or spa, fines may be up to \$600.00 per violation. The Association reserves the right to institute any of the above-referenced enforcement measures regardless of whether it is First Violation, Second Violation, etc.