

Operating Rules (Required Civil Code Sec. 4525)
CityFront Terrace Homeowners Association

Order: ZX4WBQNK6
Address: 500 W Harbor Dr Unit 135
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***CITYFRONT TERRACE
HOMEOWNERS ASSOCIATION***

**RULES AND
REGULATIONS**

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Revisions and Additions 8/28/2018

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GENERAL RULES AND REGULATIONS

INTRODUCTION

The information contained herein is issued by the Board of Directors has authorized by the governing documents of the homeowners' association. This is a **supplement** to the **CityFront Terrace Homeowners Association CC&Rs and Bylaws**. In the event of any conflict between these Rules and Regulations, and the aforementioned documents, the provisions of the CC&Rs shall prevail.

The Rules and Regulations are intended as a guide for the conduct and activities of all homeowners, tenants, residents and their guests. Each homeowner or resident living within the Community and using the facilities is entitled to maximum pleasure without annoyance or interference from others.

The Association falls under the jurisdiction of the City of San Diego and the State of California, and all ordinances and codes apply. Each condominium shall be used for residential purposes only.

CHANGES IN RULES AND REGULATIONS

The Board of Directors may, in accordance with the California Civil Code and a 30-day notice, alter, amend, revoke or add to these Rules and Regulations for the preservation of safety and order within the Community, for its care and cleanliness, and for the protection of the Community's assets and reputation. (CC §4360)

ENFORCEMENT

The Association and/or any owner have the right to request enforcement of the Association's Rules and Regulations. Once a resident gives the Board of Directors a written complaint that a rule has been violated, the Board will investigate the allegation and after reasonable and fair consideration take action against the offending resident, including, but not limited to, special assessing, if appropriate, or instituting legal action. However, nothing in this section obligates or requires the Board of Directors to take action against an individual resident. The Board of Directors, in making this decision, will determine the costs and benefits of taking such action.

All homeowners, tenants and guests are required to abide by the established Rules and Regulations. Homeowners are held responsible for the actions of their tenants, guests and other residents of their home. Anyone refusing to abide by these Rules may face corrective action decided by the Board of Directors. The Community Manager, acting on behalf of the Association, has been instructed by the Board of Directors to require the compliance of persons on CityFront Terrace Homeowners Association property with the provisions of the Rules and Regulations, CC&R's and Bylaws. In case of a violation, the Management Office has been instructed to act as follows:

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1. Obtain names and addresses of violators and report to the Board of Directors.
2. Follow enforcement procedure outlined below.
3. Call upon a law enforcement agency for assistance when necessary.

Prior to the imposition of any fine or suspension of rights, the homeowner shall be given notice and an opportunity to appear in person or in writing before the Board of Directors.

Depending on the severity and frequency of the violation and record of the violator, the choice of the enforcement procedure(s) and/or the enforcement remedy utilized may vary.

HOMEOWNERS MUST PROVIDE A COPY OF THESE RULES AND REGULATIONS TO THEIR TENANTS.

THE BOARD OF DIRECTORS SHALL HAVE THE AUTHORITY TO ENFORCE THE RULES AND REGULATIONS, INCLUDING THE COLLECTION OF LEGAL FEES FOR ENFORCEMENT OF VIOLATION OF THESE RULES AND REGULATIONS. ONLY THE BOARD OF DIRECTORS CAN RESCIND LEGAL FEES OR DIRECT THAT LEGAL FEES NOT BE IMPOSED.

VIOLATION PROCEDURES

The following procedures will apply to all violations and infractions of the governing documents and Rules and Regulations. Residents should report violations to the Community Manager, Front Desk or Board of Directors by submitting a written notice describing the violation including the date, time, location and persons involved. The Board of Directors, Community Manager, or committee appointed by the Board should note any violations discovered during walk-through or through personal knowledge of any of its members or representatives. Notices may be submitted in person at the Management Office, through email cm@cityfrontterrace.org, personal letter or via the Rules Violation form on the Management Office page of the CityFront Terrace web site: <http://www.cityfrontterrace.org>.

At the time a violation is noted or reported and reasonably confirmed, action will be taken as follows:

1. A first notice to correct the violation will be sent by the Community Manager via telephone, email or mail. The alleged violator (and owner, if alleged violator is a tenant) will be given a description of the violation, as well as instructions regarding response to the notice and correction of the violation.
(Revised 4/28/15)
2. If the violation continues, or if the response is otherwise unsatisfactory, the Community Manager will send a second notice to correct the violation. The second notice will notify the owner that a fine may be imposed if the violation is not corrected.
3. If the violation continues or if the response is otherwise unsatisfactory after the second notice, the owner will receive notice of a hearing to consider a monetary penalty or suspension of privileges, and be afforded an opportunity to appear before the Board, either in person or by submitting written testimony. The notice

shall be sent at least fifteen (15) days before the hearing date and shall be delivered to the owner personally or by registered mail to the last address of the owner shown on the Association's records. The Board shall give fair consideration to the owner's oral or written testimony in determining whether to impose a penalty. Notification of any discipline imposed shall be sent to the owner within ten (10) days of the hearing. The owner shall have 30 days in which to appeal the decision.

4. If the violation continues or if the response is otherwise unsatisfactory, even after the imposition of a monetary penalty or suspension of privileges, the Board may impose additional or continuing fines and remove privileges until such time as the matter is satisfactorily resolved.
5. If the violation continues, the Board may refer the matter to the Association's legal counsel. If a lawsuit is filed, the homeowner may be liable for the Association's legal costs and fees. Notwithstanding the foregoing, depending on the nature or severity of the violation, the Board may decide to pursue legal action without first conducting a hearing or imposing a monetary penalty or suspension of privileges. In addition, the Board may decide to hold a hearing without first sending violation notices.
6. In situations where the Board, in its sole discretion, determines that the alleged offense is sufficiently serious including, but not limited to, threats against persons or property, dog bites, in progress unapproved architectural modifications, rental terms which do not meet the minimum requirements of the governing documents, or outrageous conduct, the Board may authorize the omission of the "Warning Notice" and proceed directly to a hearing. (Revised 4/28/2015)

FINE SCHEDULE

1. First Violations

Reasonable fines for first time violations will be levied in accordance with the following schedule:

Dangerous/Hazardous Activities (Risk of harm to person or property)	up to \$2,000
Renting for less than the minimum rental period	up to \$2,000
Any violation of the Bylaws, CC&Rs and Rules and regulations of the community not specifically mentioned	up to \$1,000

All fines are per occurrence and at the discretion of the Board of Directors.

All fines are in addition to correction, clean-up, and repair costs or any enforcement assessments.

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2. Repeated Violations

Fines for second and subsequent violations occurring within a twelve (12) month period can be up to twice (2x) the amount of the fine for the first violation.

3. Continuing Violations

A continuing violation, that is, one which continues uninterrupted and uncorrected over time, may result in an additional fine of up to \$25 per day at the discretion of the Board of Directors.

4. Special Assessment

The Association may also levy an Enforcement Assessment to reimburse the Association for expenses (*CC&Rs, Article 6.7*).

DELINQUENCY POLICY

Base Assessments are due on the 1st of each month and become delinquent at 5:00 p.m. on the 15th of each month.

All other charges, including but not limited to late fees, interest, collection costs and fines are due as incurred. All assessments, late fees, interest and collection costs are subject to the Delinquency Policy.

Payments received will be applied in the following order: unpaid principal including assessments and special assessments levied in accordance with the Declaration and Civil Code, late fees, collection fees, interest and CC&R's violation fees. Request for special consideration must be submitted to the Board prior to the assessment's becoming more than 45 days past due.

If a dispute exists between an owner and the Association regarding any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and the amount in dispute does not exceed the jurisdictional limits of the small claims court as stated in the California Code of Civil Procedure Section 116.220 and 116.221, the owner may, in addition to pursuing dispute resolution pursuant to California Civil Code Section 5925 et seq., pay under protest the disputed amount and all other amounts levied, including attorney fees, late charges, and interest, if any, pursuant to California Civil Code Section 5650(b), and commence an action in small claims court pursuant to California Code of Civil Procedure Section 116.110 et seq. This will not impede the Association's ability to collect delinquent assessment accounts pursuant to California law.

The following is a schedule that the Association practices on collections:

Late Fees:

A 10% late fee will be applied on the 15th on any past due or delinquent assessment.

Intent to Lien:

An Intent to Lien package is sent to all owners by certified mail once an owner is 45 days delinquent. Currently a charge of not less than \$60 for this service will be levied against the delinquent account.

Notice of Delinquent Assessment Lien:

If payment has not been satisfied upon 75 days or 30 days following the Intent to Lien Letter, a Notice of Delinquent Assessment Lien will be filed against the subject property and charges for its processing and recording will be levied against the account. (Currently, not less than \$300.00)

The owner of record will receive a copy of the recorded document by certified mail in accordance with California Civil Code.

Release of Lien:

Upon receipt of payment in full, a release of Lien will be recorded. Copies will be sent to all owners of record.

Notice of Intent to Foreclose or a Notice of Impending Lawsuit:

If payment has not been satisfied upon 105 days or 30 days following the Recording of a Lien, then upon the CityFront Terrace Board of Directors’ approval, the owner will be sent a certified letter stating intent to foreclose or sue. The delinquent owner will be liable for all fees and costs. Copies will be sent to the owners of record. (The cost of this legal service is not less than \$600.00 plus processing and any other legal fees the association acquires during this process.)

Attorney’s Fees or Collection Agents Fees:

If payment has not been satisfied upon 135 days, the account will be referred to the Association’s attorney or collection agent. All legal fees and costs of collection will be charged to the delinquent owner.

Interest:

Interest will be charged on assessments, late fees and collection fees at a maximum of 12% per annum.

Dishonored Checks:

There will be a \$25 fee levied against the account plus any bank charges incurred.

If 60-days delinquent, the owners will be notified that they have 10 days to pay in full or appear at a hearing, at which time, the Board of Directors may suspend certain privileges, including but not limited to in-home maintenance service, reservations of the Citrus Room, use of guest valet services, attendance at HOA-sponsored events, certain uses of keycards and voting.

Note: Nothing in this statement shall be construed to limit reasonable access to the condominium, exclusive use storage spaces or exclusive use parking space appurtenant to the condominium.

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A member must be in good standing to obtain Maintenance and Valet Guest Parking Services. Management reserves the right to decline fee for services amenities. If an owner's assessment account is delinquent, the Association may exercise its right to rent assignment pursuant to Article 7.3.1 of the Declaration.

For overnight payments, mail to

Landmark Inc.
9663 Tierra Grande Street #206
San Diego, CA 92126
(858) 536-8100

The Management Office can accept payments Monday-Friday 8:00 a.m. – 5:00 p.m.

DESTRUCTION OF PROPERTY

No activity which would damage, alter, or deface the grounds, walkways, and improvements in the Common Area is permitted. This includes the destruction of grass, shrubs, trees, sprinklers, light fixtures, walls, etc.

In case of partial or total destruction of a condominium or common area, the homeowner shall, in such event, reconstruct it in an expeditious manner in accordance with the original plans and specifications or approved modifications thereof. Concerning the common areas, each homeowner is liable to the Association and shall reimburse it for any expenditures incurred to repair or replace any item damaged by the homeowner, resident, tenant, guest, or any occupant of the homeowner's condominium. Homeowners are responsible for payment of the costs of repairs for all damages to CityFront Terrace property caused by themselves, members of their families, tenants, guests, pets, contractors, sub-contractors, etc. (*CC&Rs, Article 8.4.2*).

To avoid breakage, common area equipment (i.e., timeclocks, watering systems and common area thermostats) is to be adjusted and set by authorized personnel only.

ANIMALS

CityFront Terrace is a "animal friendly" community. There are rules that have to be strictly enforced to maintain harmony among the residents. New owners moving into CityFront Terrace are highly encouraged to take time for a "Building Orientation" with a staff member to ensure "animal success." No animals, determined at the discretion of the Board, to be dangerous or a nuisance, may be brought onto or kept on the property at any time.

For Units under 1,800 square feet in size, no more than three (3) domestic pets (excluding fish) are allowed per unit, provided that there shall be no more than one (1) dog and two (2) cats. For Units that are 1,800 square feet or larger in size, there shall be no more than (2) dogs and (2) cats per unit. (*CC&Rs, Article 7.4*)

1. All animals must be registered in the Management Office.
2. Tenants are not allowed to have dogs. *(adopted by vote of the membership on 02/11/2013 and grandfathered for tenants leasing before 2/11/2013)*
3. All animals must be restrained on a leash by a person capable of controlling the animal at all times. Under no circumstances are they allowed to run free.
4. Animal owners are responsible for controlling the noise of their animal at all times.
5. Animals are not permitted in the common areas, including the lobbies, designated resident only elevators, library, mailrooms, Citrus Room, management office, business center, pool/spa areas and fitness center. Residents with animals who enter or exit through the front door must use the ramp located behind the front desk. Residents with animals are not allowed to linger at the front entrance of the property.
6. All guests' animals must be registered at the front desk and the management office prior to arrival. Guests with animals must be presented a copy of the animal rules and their host will be responsible for their guest's animal. Visiting guest animals are not allowed residency after 14 days without a animal application and appropriate approval.
7. Owners shall not permit animals to urinate or defecate on or in any common areas such as flooring, elevators, patios, decks, balconies, sidewalks and non-grass landscaping. Any defecation or urine must immediately be removed and disposed of by the animals owner or caretaker. CFT encourages all owners to have their animal utilize the "pet stops" along the Martin Luther King Promenade.
8. Costs of repairs or clean-up of damage by animals in common areas shall be billed to the unit owner at the current replacement and/or repair cost. This includes carpet cleaning and staff time to clean up after a animal.
9. Animals shall not be tethered, caged or left unattended in the common area or on patios, decks or balconies of a living unit. Litter boxes or dog pads are not allowed on balconies or patios.
10. Unit owners are responsible for any personal injury or property damage by their own or their tenant's animals.
11. No structure for the housing or confinement of any animal or bird shall be kept in an area visible from a neighbor's property.
12. Domestic dogs, cats, birds inside birdcages, and fish in an aquarium holding less than 30 gallons of water may be kept as household pets within any residence provided they are not kept for commercial purposes.

ARCHITECTURAL REVIEW

No interior improvement, modification or alteration may be made without the approval of the Architectural Review Committee. This includes but is not limited to the following:

Flooring (tile, marble, wood, carpeting, etc.)
Moving of non-bearing walls
Draperies, blinds and window coverings attached to the ceiling
Plumbing
Permanent Fixtures
Ceilings

Any other improvement which may impair or alter the structural integrity of the building or the unit.

All contractors, sub-contractors or any other person or business who performs work on or within the project, including the interior of any unit, shall provide proof of insurance, a California State Contractors License (if applicable) and a San Diego Business License (if applicable). Applications, specifications and procedures can be obtained from the Management Office or on the CityFront website at: [http:// www.cityfrontterrace.org](http://www.cityfrontterrace.org)

ARCHITECTURE

1. No outside installation of any type, including, but not limited to radio poles, antennae, flag poles, clotheslines, air conditioning units or other external fixture such as partitions, curtains and screens will be permitted. No balcony, patio or deck covers, wiring, or installation of air conditioning or water softeners, or other machines shall be permitted, nor shall they be allowed to protrude through the walls or roofs of the building. Satellite dishes may not be attached to balcony rail or exterior walls. (*CC&Rs, Article 7.25 and 7.5*)
2. Nothing shall be done in a living unit or in the common area that could impair the structural integrity of any building without the written consent of the Architectural Review Committee. (*CC&Rs, Article 7.21*)
3. Construction, alteration or painting of the exclusive use common areas, including patio and balcony areas, is prohibited without prior written consent of the Architectural Review Committee. (*CC&Rs, Article 7.17*)
4. No articles of any kind shall be draped over the patio or balcony railings including, but not limited to swimsuits, wetsuits, clothing, towels or beach blankets. (See Management for proper display of flag. (*CC&Rs, Article 7.13*))
5. Screens on windows and sliding doors must be kept in good repair. (*CFT Condominium Plan*)

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6. Window coverings shall not conflict with the building architecture. Except during construction, no temporary window coverings including sheets, paper or substitute materials are allowed. (*CC&Rs Article 7.23*) Window coverings must be white, bronze, cream or black to the outside. Non-reflective window film with no visible color is acceptable for installation subject to specifications approved by the Association's Architectural Review Committee. The film must be repaired or replaced if blistering, peeling or bubbling occurs at any time.
7. No structural alterations to the interior of or common area surrounding any unit shall be made, and no plumbing or electrical work within any bearing or common walls shall be performed by any owner without the prior written consent of the Architectural Review Committee. (*CC&Rs Article 7.21 and 7.5*)
8. No waterbeds shall be permitted in any condominium. Aquariums or other water containers are restricted to a capacity of thirty (30) gallons or less. (*CC&Rs Article 7.18*)

BUSINESS CENTER

The Business Center is for non-commercial use for residents and their guests only. Rules apply in an effort to maintain the equipment and make this an enjoyable amenity for everyone.

1. Hours of use will be 6:00 a.m. to 10:00 p.m. daily.
2. Do not turn off the computer; simply exit all programs.
3. Do not load additional programs or personal information.
4. Any moving of the equipment is prohibited.
5. Food and beverages are not allowed in the Business Center.
6. Limit use of computers to 30 minutes when others are waiting.
7. Residents must accompany their guest(s) while using this center.
8. Children under 16 must be supervised by an adult while in the center.
9. The facsimile in the Business Center is not a confidential or a monitored facsimile machine. The current number to the facsimile is (619) 234-0542.
10. Please leave the Business Center clean and tidy when you are finished.
11. Be courteous and considerate of others. Do not play loud music or videos.
12. Refrain from using the Business Center after gym, pool or spa use.

CITRUS ROOM RULES

The Citrus Room can be reserved by current CityFront Terrace residents only. The resident booking the room must be present throughout the event. Be courteous and respectful of all equipment and furnishings, and always leave it in the same condition in which you found it. Residents are responsible for their guests and their actions. All applicable State, County and Local Laws and Ordinances must be obeyed.

1. Owners must be a member in good standing in order to reserve the Citrus Room.
2. The Association has the right to refuse the use of the Citrus Room for any party or gathering.
3. Reservation dates will not be considered or confirmed until a deposit and application have been accepted by the Management Office.

The deposits are as follows:
\$125 deposit for parties with 1-25 people
\$200 deposit for parties with 26 – 50 people
\$275 deposit for parties with 51 – 70 people

Community events are exempt from deposit requirements.
Community events include HOA-sponsored events or privately sponsored events at which all CityFront Terrace residents are welcome.

The Management Office will issue the refund after the post event walk-through with a Front Desk Staff member, provided there is no damage discovered.

If extra cleaning is required and costs more than the deposit, the cost will be billed at \$30 per hour and charged on your monthly statement. If property is damaged beyond the amount of the deposit, the host/owner will be responsible for all costs.

4. Reservations for private parties are not permitted more than six months in advance.
5. Units are permitted to have two (2) events per month with the exception of December, in which only one (1) event would be permitted. An Internal waitlist for additional bookings/parties will be held in the management office for those desiring to exceed their permitted usage.
6. 48-hour notice is required for cancellations. If notice is not provided then a cancellation fee of \$25 will be deducted from the deposit.
7. The contents and furnishings of the Citrus Room are Common Area property, so please take care of all the equipment. Report any damage or breakage to the Management Office.

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8. For your own protection, a pre-party inspection by a Front Desk Staff member is required to ensure that existing damage is not assessed to the person making the reservation.
9. Occupancy is limited to 70 people per party. Party preparation time may be arranged. Reservations are restricted to the following hours for private parties: 9:00 a.m. to 12:00 a.m.
10. No general invitation parties may be given. Guests must be known to the party giver. Resident must provide a guest list to the Front Desk. Names not on the list will not be admitted.
11. If music is included in the party plan, it must not create a nuisance to any resident.
12. The Citrus Room may not be used for any individual's regularly scheduled activities. Gambling or other illegal activities are not permitted.
13. At time of reservation, the owner may request and pay for additional valet service. Otherwise, on the day of the event, valet parking may not be available.
14. Any person under the age of 18 must be accompanied by an adult.
15. If assistance is required in setting up or breaking down an event, please obtain a work order through the management office. This is considered to be service for a fee, and standard maintenance charges will be applied to the owner or deducted from the deposit.
16. No animals allowed.
17. Owners, residents, guests or invitees are not allowed to sleep in the Citrus Room.

When the event is finished, please use the following guidelines in order to obtain your deposit:

- a) all furniture and equipment is returned to its proper place;
- b) appliances are turned off;
- c) all food and beverages have been removed;
- d) all personal items are removed;
- e) dishwasher must be clean and ready for next use;
- f) debris is picked up off the floors;
- g) counter space is wiped down leaving no food or beverage debris;
- h) trash is bagged and removed to the Loading Dock with assistance from staff.

Once this is completed, please call the Front Desk for your final inspection.

(619) 702-7729

DISTURBING NOISES AND NUISANCES

Nothing shall be done on or within the Project that may be or may become an annoyance or nuisance to the residents of the Project, or that in any way interferes with the quiet enjoyment of occupants of Units. *(CC&Rs Article 7.11)*

1. **Quiet hours are in effect from 10:00 p.m. to 7:00 a.m., Sunday-Thursday And 11:00 p.m. to 7:00 a.m. Friday and Saturday.** The volume of radios, stereo sets, televisions and musical instruments must be held at a reasonable level at all times so other residents are not unreasonably disturbed.
2. Excessive noise making, running, horseplay, etc. are prohibited in the common areas.
3. Corridors, walkways, driveways, pool decks, underground parking areas or other common areas are not to be used for skating, skateboarding, bicycling or games in general.
4. Use of the trash chutes during "Quiet Hours" (10:00 p.m. to 7:00 a.m. seven days a week) is prohibited.
5. Water Bottles or other delivered items are not to be left in common area hallways overnight.
6. Door Mats and other personal items are not allowed in the common area.
7. Residents shall not use balconies or windows to enter or exit units, except in emergencies. Residents shall not gain entrance to the building by climbing over fences, entrance gates or partitions.
8. No person(s) shall produce, or allow to be produced, noise or building-shaking vibrations at levels that could be offensive to other owners and residents. *(CC&Rs, Article 7.35)*
9. No owner, resident, guest or invitee may communicate rudely or disrespectfully with the Board, agents, staff, desk attendants or vendors in the act of performing their duties on behalf of the community. Such behavior is subject to immediate disciplinary action, including fines and the removal of privileges, after notice and hearing. Complaints must be addressed exclusively to the Community Manager.
10. In the event that a neighbor or guest is causing a disturbance, the person being inconvenienced should promptly telephone the Front Desk or Community Manager at the time of the disturbance.
11. No person(s) shall discharge any toxic or noxious matter into the project's sewer system or storm drains that could be detrimental to or a danger to public health, safety, welfare, or violate any law, subject any owner or resident to liability under state and federal law for clean-up or cause injury or damage to neighboring property or business elsewhere on the project. *(CC&Rs, Article 7.14)*

Odorous Materials:

12. **Smoking, including electronic cigarettes, is prohibited in all common areas. This includes, without exception, elevators, the common area hallways or corridors, lobbies, the gym, business center, all pool and Jacuzzi areas, the barbecue area, gazebos, Urban Canyon, the Citrus Room, garage, driveway and valet circle.**
13. No odorous matters shall be emitted upon or about the Project in such quantity as to be readily detectable outside the physical boundaries of the space within which such odor was generated. *(CC&R's, Article 7.15)*
14. No air pollutants or contaminants sufficient to create a nuisance shall be discharged, and no processes which by their nature are likely to cause air pollution shall be undertaken or permitted unless there is available an adequate, economically feasible method of controlling the emission of contaminants, with such controls applied by the Board. *(CC&Rs, Article 7.16)*

DOORS, GATES AND SECURITY

While the Association may have gated entryways, staffed entrances, locked exterior doors, periodic patrols, TV cameras and recording equipment, these features cannot be relied upon to guarantee your personal safety and security. Some are merely deterrents and others may help to identify a criminal or criminal act after the fact, but even that is not certain. Thus, each owner is responsible for his or her own personal safety and security. Owners must communicate these facts to their respective tenants and guests.

It takes the vigilant observation and prompt action of the residents in order to prevent accidents, unauthorized access and failure of these above systems. Please report any breach of security or rule violations to the Management Office during business hours (619-702-7729) or the Front Desk (619-702-9110) after hours and during weekends. An Incident Report will be filed and an investigation will commence. Please note:

1. All common area building doors leading to the outside must be locked at all times. This precaution is taken to safeguard private property and the facilities and equipment of CityFront Terrace Homeowners Association.
2. Interior main entry doors to units must remain closed due to the fire rating of the hallways and the impact on the common area air conditioning system.
3. Damage to the garage gates/doors is the financial responsibility of the person(s) causing the damage.

4. Propping open entrance doors, gates and elevator doors, or in any way interfering with the automatic locking mechanism of any outer door or gate when unattended, (e.g., in the process of moving) is prohibited.
5. Access key cards are used by owners or approved tenants to access the common areas and doors. Each access card is registered and maintained in the HOA computerized system. Please carry and use your keycard at all times. The intercom that accompanies the system was put into effect for emergencies only. Continued use of the intercom system will be considered a violation.
6. Lost or stolen cards must be reported immediately in order to protect the Association. Do not entrust your personal keycards to a vendor or worker. All workers must sign in at the Loading Dock daily and may obtain a temporary keycard that deactivates at 5:00 p.m. daily. Additional cards can be purchased in the Management Office during business hours.
7. Key Assistance: For residents who keep a key at the front desk, that resident is required to be personally responsible for the pick-up and return of their key to desk personnel. Front desk personnel will not leave their post to deliver keys. If access to your unit is required by housekeepers, contractors, guests or other non-residents, the CFT resident must leave a key for them to pick up when they check in at the front desk. The front desk personnel will not admit or provide keys to units except in cases noted above.

ELEVATORS

1. If a spill occurs (i.e., plant soil, food, drink, pet accident, etc.), it is each person's responsibility to clean the spill immediately.
2. Children may not play in the elevator.
3. Animals are allowed in the Service (Freight) Elevator and Designated Pet elevators only.
4. When using valet carts in the Tower Building, use the Freight Elevator only.
5. Furniture is not allowed in the Tower Passenger elevators at any time.
6. Bicycles are not permitted in passenger elevators in the Tower Building. Residents must transport their bicycles via the Freight Elevator.

FITNESS ROOM

When using these facilities, please keep the following regulations in mind:

1. The Fitness Room is for residents and resident guests only.
2. Children under 14 are not permitted in the Fitness Room at any time. Children ages 14-16 must be supervised by an adult while in this facility.
3. All those utilizing the Fitness Room should be dressed in appropriate attire.
4. Do not place your feet on the walls or utilize walls or columns for stretching supports.
5. Any moving of the equipment is prohibited.
6. Please wipe off equipment after use.
7. Do not misuse or damage equipment, or allow weights to bang.
8. Be courteous and considerate of others:
 - Replace weights & mats after use.
 - Keep telephone conversations to a minimum.
 - No music players or additional televisions are permitted in the room without the use of headphones.
9. Scheduled classes have priority use for the Aerobics Room. Schedules are posted on the Fitness Room bulletin board.
10. Restrict yourself to 30 minutes on the equipment if others are waiting.
11. If you are the last one exiting the Fitness Room, please turn off all TVs.
12. After using the Ping Pong Table, please return it to an upright position and in storage location.
13. Alcoholic beverages are not allowed in the Fitness Room.

GUEST SIGN-IN PROCEDURE

The Homeowners Association utilizes a database that assists the staff in providing a secure and organized approach in managing communication regarding residents' guests. Each new resident is required to fill out an information sheet that gets transferred to the database and allows the staff pertinent information on that resident; for instance, contact and emergency phone numbers, housekeeper names and the identity of pets. With that information, the staff can manage the security of the building effectively and efficiently. If residents have guests that are to have access to their unit on a regular basis, those guests' names must be in the database. Residents are responsible for keeping their information current. Updates must be done in writing via letter or email to the Management Office. However, please note below:

ALL GUESTS WILL BE REQUIRED TO SIGN IN AT THE FRONT DESK.

1. Regular guests whose names are listed on a resident's database WILL be required to sign in but will NOT be announced to the resident each time they visit. If they are overnight guests, they will be asked to sign in only once, upon arrival.
2. All housekeepers are required to enter, sign in, and exit the building through the loading dock. A government issued ID is required in exchange for a key card. When a key card is provided by an owner, the housekeeper is still required to sign in and out at the CFT loading dock at 510 Union Street.
3. Housekeepers must use the freight elevator only. No "housekeeping" materials or equipment such as vacuum cleaners, brooms, buckets, etc. shall be brought into the building through the CFT front entrance. All housekeeping personnel must be dropped off and picked up at the CFT loading dock area rather than the CFT entrance and lobby.
4. Housekeepers will be directed as requested by the resident in the database. (If a housekeeper comes on a regular basis and enters the unit using their own key, the resident must make sure their database information includes the housekeeper's name.)
5. All guests who do not appear in the database will be required to sign in at the Front Desk and will be announced. **THIS INCLUDES FOOD DELIVERIES.** (If the resident notifies the Front Desk of these guests, by supplying a list of names or making a phone call, they will not be announced.)
6. Real Estate Agents must always sign in when entering the building.
7. Contractors performing work in a unit, delivery and pick-up persons, and caterers must sign in at the Loading Dock, and will be announced.

Temporary Lists:

Parties in a Unit: A complete guest list must be provided to the Front Desk prior to the start of the event. These guests must enter through the Lobby and sign in at the Front Desk but will not be announced.

Citrus Room: A complete guest list must be provided to the Front Desk prior to the start of the event. Guests not appearing on the list will not be allowed access to the building. All guests must enter through the Front Desk and sign in.

INSURANCE

All owners are required to maintain property, liability and additional living expense coverage insurance for their individual condominiums. (CC&Rs, Article 11)

Owners who have tenants must provide proof of “tenant occupied” coverage and tenants must provide proof of “renter’s insurance”. (adopted February 9, 2017)

1. Current certificates of insurance must be maintained in the Management Office. Upon the close of escrow, Owners will have 5 business days to provide a certificate of insurance. An Owner or their tenant will be prohibited from moving in until the certification is on file. Owners failing to provide current documentation of certificates are subject to a fine.
2. If damage occurs, an owner shall file a claim with their personal insurance carrier immediately following any incident. An owner’s duty to cover damages extends to common area and other units when damages are caused by or the responsibility of the owner.
3. The Master Policy of the Association will provide excess coverage only to unit owners and only after a unit owner has exhausted all policies of coverage for their unit.
4. The Association reserves the right not to file a claim on the Master Policy if damages to the common area do not exceed the deductible.
5. Owners and residents shall request from their carrier an appropriate property value in upgrades, furnishings and contents of their unit as well as liability requirements. (adopted March 28, 2017)
6. When damage occurs to a unit and no personal property is subject to the damage and when coverage is determined to be the responsibility of the Association, the Association will cover only drywall, non-custom baseboard and a coat of paint in the interior of a unit.

MAIL AND PACKAGES

CityFront Terrace residents receive mail six days a week from the US Postal Service and several other carriers. You can obtain a mail hold slip or a transfer slip from the Front Desk.

1. If a package is received through the USPS that does not fit into the mailbox a slip will be put into the box by the mailman and it may be picked up through the Front Desk.
2. CityFront Terrace Staff does not have access to mailboxes at any time.

3. Registered or Certified mail requires a resident signature. A slip will be left in the mailbox, when the signed slip is returned, the registered or certified piece of mail will be delivered within 2 business days.
4. If a package is received through another service such as UPS, Federal Express, etc., these items go through the Loading Dock and a staff member will sign for the package. You will receive a call and you may pick the package up through the Front Desk. When picking up the package, you will be required to sign for it.
5. Packages can be held in the building for only 7-days, please notify the Front Desk if additional time is required.

For Non-Standard items, please see “Deliveries”.

MISCELLANEOUS:

Bellman Carts

1. The bellman carts are for use only by residents and their guests on CFT property.
2. The bellman carts cannot be taken off site or used on the Market Street sidewalk.
3. The bellman carts may not be overloaded in terms of weight or size. Carts may not be used to carry heavy objects such as large appliances or furniture, or objects which project beyond the size of the cart or which may soil, stain or damage the carts. The Association has a dolly (hand truck) which can be used by residents.
4. Individuals will be expected to comply with any sign-out or sign-in procedures.
5. The carts must be returned to the Lobby within ONE HOUR.
6. In the Tower Building, the bellman carts may be used only in the Freight Elevator.

Use of Maintenance or Janitorial Equipment

Residents are not permitted to use Maintenance or Janitorial Equipment.

Use Restrictions

Each living unit shall be used and occupied for private residential dwelling purposes only. Living units and common areas may not be used for any commercial activities that require frequent public interface, including garage sales. (CC&Rs Article 7.1)

MOVING / DELIVERIES

Deliveries

The following actions qualify as a delivery, not as a move: the arrival of a piece of furniture, an appliance, remodel materials, or the hauling away of trash by your contractor. Everything else qualifies as a move.

1. Upon sufficient notice to the Management Office (24-hours), a delivery can be made 7 days a week.
2. A truck can be parked in the Loading Dock in order to facilitate unloading the item (15-minutes), but then will have to be moved.
3. Residents are required to accompany management with a pre- and post-inspection of the common area to survey for damages.
4. Non-standard deliveries may require a resident signature.
5. Perishable items that are delivered will not be accepted by the Front Desk unless a resident can be immediately contacted for delivery instructions.

Move-ins

A Move-in application must be submitted to the Management Office as soon as possible. Move-in dates and times will not be confirmed until the following documents are supplied:

- a) *notification from Landmark, Inc. that escrow has closed and/or a notarized deed of the property;*
- b) *a lease, if applicable;*
- c) *a copy of insurance certificate;*
- d) *a completed Resident Data Sheet;*
- e) *a completed Rules and Regulations Certificate;*
- f) *a completed Pet Application and Agreement, if applicable; and*
- g) *a completed move-in application and moving fee* (check only, made out to: CFT HOA).*

Move-outs

Move-outs must be scheduled through the Management Office. Move-out dates and times will not be confirmed until the appropriate fee* is paid (check only, made out to: CFT HOA).

Rules for Moving and Deliveries

1. Moves and deliveries are permitted between the hours of 8:30 a.m. and 4:30 p.m., Monday through Saturday. Special arrangements for moving on Saturday must be approved 72-hours in advance by Management.
2. Moving trucks that arrive after 2:00 p.m. will be turned away.
3. Residents must accompany management with a pre- and post-inspection of the common area to survey for damage.
4. Unit Owners are responsible for their guests, tenants, movers, and for all damage to facilities including, but not limited to, doors, walls, elevators, plants, furniture, floors, etc.
5. Before a move may commence, CFT staff will place necessary protection in place.
6. Moving or delivery of items through the main lobby is prohibited. Moves and deliveries must be made through the parking garage only.
7. Appropriate precautions must be taken when moving any goods on elevators, walkways, stairs or hallways in order to avoid damage, dirt and unnecessary noise. Resident hallways must not be blocked or used for staging.
8. Leaving doors/gates unattended during the moving process is a breach of security of the property and is subject to disciplinary action by the Board of Directors. Please be considerate of your neighbors.
9. All areas must be left in clean condition after the move. All boxes are to be broken down flat and discarded in the recycling dumpster on Parking Level 1. Trash must be bagged and discarded in the Loading Dock. Do not drop any boxes or moving papers down the trash chutes. Resident Hallway Trash or Recycling Rooms are not to be used for move debris.

**** Moving fee is \$400 on Monday-Friday and \$600 on Saturday. If all areas are free of damage and boxes disposed appropriately, then a 50% refund within 30 days will be issued. If there are damages, the work will be performed and deducted from the application fee. If your damages exceed the refundable portion of the application amount, the owner will be charged for the labor hours necessary to cover the entire cost that exceeds the application fee.***

PATIOS AND BALCONIES (Exclusive Use Common Areas):

The CityFront Homeowners Association is required through the governing documents to maintain the common areas, including the exclusive use common areas.

The ground floor patios will require maintenance on an ongoing basis by the contracted Landscaper. Notice to maintain the ground floor patios will not be required and will be conducted during business hours, Monday-Friday, 8 a.m.-4 p.m.

To provide aesthetic continuity, the following shall apply:

1. Balcony drains **MUST BE PLUGGED** when watering plants or cleaning the floor surface. This can be done by temporarily placing rags over the drains.
2. No item may be thrown or swept from the balconies.
3. Only generally accepted patio furniture intended for outdoor use and in good condition may be placed on balconies or patios. Umbrellas must be of a solid color in beige or black.
4. No articles of any kind shall be draped over the patio or balcony railings including, but not limited to swimsuits, wetsuits, clothing, towels or beach blankets. (See Management for proper display of flag. (*CC&Rs, Article 7.13*))
5. Non-holiday lighting on balconies must be white lighting dark colored cords and in good working order.
6. All holiday lighting must be removed within 15 days after the holiday.
7. Miscellaneous items are not allowed to be stored on balconies or patios. This includes but is not limited to storage boxes or closets, bicycles, motor bikes, strollers, garbage, beds, sofas and any type of debris.
8. Antennae or satellite dishes may not be attached to railings or exterior walls.
9. Residents on the 1st floor are not allowed to plant personal vegetation, use additional lighting or figurines in the planter boxes or place potted plants on the top of the columns on Market Street.
10. Lighting provided in the planter boxes on the 1st floor will be maintained by the Association.
11. All potted plants/vegetation on balconies or patios are required to have liners to prevent jeopardizing integrity of the waterproofing system. Plant material and containers must always be in good condition.

12. Plants/Vegetation shall not be permitted to extend beyond the boundaries of the balcony or patio common areas. Personal planter boxes must remain on the interior of the balcony. (CC&Rs, Article 7.17)
13. Residents shall not manicure or prune the Association's vegetation/plants
14. No spas, hot tubs, Jacuzzis, wading pools or other similar water facilities or features may be installed in or on any exclusive use common area without the express written consent of the Architectural Review Committee.
15. There shall be no exterior fires other than candles, except for gas or electric barbeque grills. No wood, charcoal or similar material may be burned in barbeque grills. Barbeques must be arranged in such a manner that they do not create a fire hazard or nuisance, or become offensive to occupants in other units. When not in use, grills should be covered with appropriate solid color covers professionally made for that purpose.

"Fire Prevention Bureau Policy 0-12-3 Open-Flame Cooking Device (BBQ's)"

Open-flame cooking devices adjacent to structures on patios, balconies or decks of other than one and two family dwellings shall not be operated on combustible balconies or within 10 feet of combustible construction.

Exceptions:

- 1) where buildings, balconies and decks are protected by an automatic sprinkler system (*CFT does have a sprinkler device on most balconies*);
and
- 2) LP-gas cooking devices having LP-gas container with a water capacity not greater than nominal 1 pound (16 oz.) LP-gas capacity. (*cylinders only*)
- 3) Cylinders having water capacities greater than nominal 1 pound LP-gas capacity shall not be located on decks or balconies above the first floor unless the living units above the first floor are served by exterior stairways.

RENTAL REQUIREMENTS

On August 6, 2013, an amendment to the governing documents was recorded capping rentals at 25% or 80 condominiums. Owners who owned their condominiums prior to the date that the amendment was recorded may rent or lease their condominiums without regard to the cap requirement for as long as they continue to own their condominiums and without regard to whether they were renting or leasing their condominiums on the Cap Requirement Recordation Date.

Owners purchasing after the recordation date of August 6, 2013, who desire to rent their condominiums, may add their names to the "waiting list" in the Management Office. When the rental cap is below the 25% they will be notified that they are able to rent.

1. No rental or lease agreement shall be for a period of less than six (6) months. Tenants may have the right to rent on month-to-month basis after leasing a unit for at least one year. The living units are to be used for single-family residential purposes only. Leasing for gainful occupation, profession, trade or other non-residential use is prohibited within the CityFront Terrace Homeowners Association.
2. Temporary rental arrangements (such as through Airbnb, VRBO, HomeAway, etc.) for periods shorter than six months are not permitted at any time. If an owner or tenant is discovered to have advertised to offer such a service, or has rented their unit in these or similar circumstances, strict penalties will be levied. (Revised 4/28/15)
3. All owners must provide their tenants with a copy of the Rules and Regulations, and all tenants must comply with these regulations, the Bylaws and CC&Rs. Owners are held responsible for the actions and behavior of their tenants/guests and are financially liable for damage to the common area, equipment, and for any violations of the Rules and Regulations.
4. The owner shall require that the tenant be bound by and obligated to all provisions of the CC&R's, Bylaws, and Rules and Regulations of the Association.
5. Owners are responsible for the proper repair and maintenance of their units including all electrical appliances, air conditioning units and plumbing fixtures.
6. A tenant is not allowed to move into the community until 1) the Management Office has a copy of an executed lease; 2) the owner has a current insurance certificate on file; 3) the tenant provides proof of insurance and 4) a signed Rules and Regulations Certification. The lease must include a provision that the tenant will acknowledge the terms and conditions of the HOA rules. Owners who allow Tenants to move in without the HOA Office obtaining the above documents will be subject to a fine. (*adopted February 9, 2017*)
7. No Condominium shall be divided or conveyed upon any form of time increment basis (commonly referred to as "time sharing").
8. As of February 11, 2013, new tenants are restricted from having a dog.
9. When an owner leases/rents their units, they delegate to their tenant the use of the common area. An owner who has made the delegation of rights shall not be entitled to the use or enjoyment of the recreational facilities or equipment of the common area for as long as such delegation remains in effect. (CC&Rs, Article 3.3)

SALES AND OPEN HOUSES

Sales

CityFront Terrace Homeowners Association's primary goal is to maintain property values. In order to do this effectively, in a secure manner and not to disturb residences, the following rules apply:

1. Homeowners may select a listing agent/broker of their choice.
2. The homeowner will notify the Management Office of their choice in a listing agent/broker so that the information can be used in the resident database and on the listing that is produced weekly for the Front Desk and Management Office as well as the website at www.cityfrontterrace.org. All additions or changes must be submitted to the Management Office by 12 noon on Thursday.
3. A homeowner is responsible for obtaining the disclosure information provided on the website. If disclosure information is provided by the Management Office, the owner will be charged a fee. When an escrow is opened, the buyers will obtain full disclosure in their escrow packets. The cost of printing, production and administrative service may vary.
4. Keys must be maintained at the Front Desk by the homeowner or listing agent/broker. Lock Boxes are prohibited. Emergency keys will not be available for agents at any time.
5. Listing agents/brokers or a homeowner must give verbal consent to access a unit outside the real estate agents' listings.
6. One "For Sale" or "For Rent" sign not larger than 12"x24" may be placed on the inside of a window in the Living Unit. No other signs may be displayed in the common area.

Open Houses

1. Sundays are the only days available for Open Houses.
2. A completed application signed by both the owner and agent and a \$75 refundable deposit must be confirmed 72 hours in advance.
3. Open Houses will be permitted between the hours of 1 p.m. and 4 p.m.
4. All Open House guests will be required to sign in at the Front Desk.
5. Valet parking is not available for guests of Open Houses.
6. Agents will be allowed to have sales information at the Front Desk for the day of the Open House only.

7. All Open Houses must be staffed accordingly. An agent must escort guests to the units. An agent must remain with a guest at all times. If an agent is not staffed properly to show a unit, guests will be required to wait.
8. Food and/or Beverage service is not permitted in the common areas by agents or owners.
9. An Owner is at all times responsible for their listing agent and prospective buyers touring at CityFront Terrace.
10. Realtors not adhering to these rules will be requested to cease immediately and the owner will be fined appropriately.

SOCIAL EVENTS

The Social Committee at CityFront Terrace is another wonderful amenity to an extraordinary community. Events such as parties on site, happy hours off-site, speakers, cabaret nights (to mention just a few) are planned, coordinated and executed by this group of volunteers.

Many of CFT's events are subsidized or partially subsidized by the Homeowner's Association, so in an effort to make participation fair and equitable, there are a few rules/policies.

1. Registered residents, whether owners or tenants, must be in good standing in order to participate in any of the CityFront Terrace events.
2. Events for which the HOA incurs upfront expenses (such as purchasing tickets, paying musicians, buying food, etc.), the registration check is not refundable (unless cancelled prior to the deadline). If you do not attend the event, your check will be kept and cashed.
3. A single resident may register one guest.
4. Deadlines for the events will be adhered to, but on exception, last minute changes could reflect an additional cost to the resident.
4. People showing up unregistered for an event will not be admitted.

Guest Policy

Additional guests will not be subsidized by the HOA and will be limited based upon capacity. Please check with Management to determine if a fee is applicable.

STORAGE

1. The Association is not responsible for any loss or damage to items placed in assigned personal storage lockers. Storage in these lockers is strictly at the residents' sole risk.
2. Gas powered machines, ammunition, fuel tanks, explosives, and/or combustible materials are prohibited inside the Owner's assigned storage lockers.
3. Items of personal property may not be stored in the storage locker room outside of the assigned lockers. These items will be discarded immediately.
4. Bicycles that are stored in the five bicycle storage rooms that do not have a CityFront Terrace decal will be discarded.

SWIMMING POOLS AND SPA

The recreational areas are primarily for the use and enjoyment of the residents. The pool is heated year round. The use of these facilities by a guest is a privilege. The owners are held financially and personally responsible for any damage or misconduct attributable to their tenants and guests. Owners transfer all rights to use recreational facilities when tenants occupy their units.

1. Pool and spa hours are: 6:00 a.m. to 10:00 p.m. Sunday through Thursday and until 11:00 p.m. on Fridays & Saturdays.
2. Pools and barbeque area cannot be reserved for parties or events. The Citrus Room is the only amenity available for reserved parties. (Please see Citrus Room rules for more information.) (adopted March 28, 2017)
3. Guest of a Citrus Room event may not occupy the adjoining common areas, i.e., pools, spa, BBQ, gazebo, to **the exclusion of other residents and guest.** (adopted March 28, 2017)
4. While Citrus Room events may be reserved for 70 guests, residents are discouraged from hosting more than 8 guests at the main pool and BBQ area and more than 5 guest at the splash pool. **Enforcement of these guidelines is at the sole discretion of CFT Management.** (adopted March 28, 2017)
5. General rules of good conduct should be observed at all times. Unsafe or offensive conduct is prohibited. This includes no running, pushing, cannonball diving, splashing or boisterous behavior in the pool or spa areas. Radio volumes and voices should be kept at a minimum level. This is especially important during

late evening and early morning hours. The noise level must be kept to your personal area only, so as not to disturb others.

6. Do not leave personal items unattended at the pool areas. These areas are enjoyed by all residents on a first come, first served basis.
7. It is the responsibility of each resident to ensure that children under the age of 14 using the pool or spa areas are at all times under the direct supervision of a designated and responsible adult (18 years of age or older). Children will adhere to the same standards of behavior as an adult. There will be no rowdiness, noise, jumping or interference with other pool or spa users.
8. The Association does not provide any type of lifeguard or supervisory service. Anyone using the recreational facilities shall do so at his/her own risk. The Association assumes no liability in this regard.
9. Usual and customary swimming attire is required. Cut-offs or blue jeans do not meet this requirement. Street clothing will not be permitted in pools or spa. Babies and toddlers are required to wear diapers designed for pool use.
10. Because of the danger it presents to equipment, no Styrofoam object, hairpins or clips are to be used or worn in the pools or spa. Lifesaving equipment is for EMERGENCY USE ONLY.
11. Absolutely no foreign substances such as bubble bath, soap, beer, etc. may be added to the pools or spa. Persons observed doing so will be assessed the cost of draining, cleaning, refilling and other costs incurred due to pool or spa damage.
12. Throwing non-floating items such as rocks, marbles, coins and the like into the pools or spa is prohibited.
13. Adjustment of any control regulating temperature to the pools or spa, lights or other common area services is PROHIBITED. Upon arrival of the pool or spa maintenance crew, pool or spa users may be asked to temporarily vacate the pool or spa areas until cleaning is completed.
14. No personal barbecues are permitted in the pool or spa areas.
15. The pools, spa and other recreational facilities cannot be reserved for private parties.
16. Except beverage bottles within the wet bar and the gazebo, no glass of any kind will be permitted within the pool or spa confines. Anyone seen with glass will be asked to remove the glass from the area.

17. Animals (except Seeing-Eye, Personal Service dogs, or other such trained animals) are not allowed in the pool or spa areas at any time. Violations of this rule could result in a clean-up assessment and fine to the owner.
18. Persons with open cuts or wounds are not permitted in the pools or spa. Anyone having a skin disease, sore or inflamed eyes, nasal or ear discharges, or any communicable disease may not enter the pools or spa. Persons having currently active diarrhea or who have had active diarrhea within the previous 14 days shall not be allowed to enter the pool or spa water. (DPH §65541)
19. Persons using suntan lotion may not enter the pools or spa unless they wipe off excess.
20. All posted regulations must be obeyed. The Management Office or Staff may ask anyone not abiding by the above rules to leave the pool or spa areas.

WARNING: Spa time exceeding fifteen (15) minutes could be hazardous to your health.

“TIPPING POLICY”

CityFront Terrace Homeowners Association has established the community as a “Non-Tipping Building.” A Holiday Fund has been established to reward the associates of CityFront Terrace during the holiday period. We request that all residents of CityFront refrain from gratuities during the year in order to establish a more harmonious and equal level of service to all residents. The staff has been notified that accepting a gratuity from a resident is grounds for termination, so please do not put employees in jeopardy of losing their jobs. Gratuities are welcomed from your guests when utilizing valet services, but are not necessary.

TRASH

1. Trash shall be placed in trash chutes on each floor of the complex. All refuse is to be contained in sturdy, plastic garbage bags for one-way disposal. Open containers such as paper sacks, boxes, unsecured plastic bags and/or reusable garbage cans shall not be used. Secured bags are the ONLY permissible trash containers. When depositing trash in the chute, please make certain that all hands and fingers are away from the door before closing. Do not put your head, arms, hands, etc. in the chutes; other residents above your floor may be depositing trash, and an injury could result.
2. In the event of damage to bags in the disposal process, residents are responsible for cleaning up their own trash spilled in common areas, and for disposing of it in the proper receptacles. **OWNERS WILL BE ASSESSED FOR ANY CLEAN-UP SERVICES PROVIDED BY THE ASSOCIATION.**

3. Oversized items should not be left inside or outside the trash or recycling rooms. It is the sole responsibility of the resident to remove from the premises and dispose of such items.
4. Construction debris must be removed from the premises and is not to be placed in the Association dumpsters.
5. Recycling rooms are located on each floor for disposing of newspapers, magazines, rinsed- out cans, glass and plastics only. Oversized items should not be left in these rooms. There is a Dumpster in the loading dock area and on parking level one for broken down cardboard boxes.

VEHICLE, VALET AND PARKING REGULATIONS

Parking in the garage area is done through valet service or self-parking. Valet Parking Services are offered seven days a week from 6:30 am until midnight. Special accommodations will be made for those individuals in Tandem and Triple parking spaces.

1. **The speed limit in the garage is 5 MPH.**
2. Individuals utilizing valet service and parked on-site must notify the Front Desk five (5) minutes prior to departure from the lobby. **Vehicles that are left unattended after five minutes in the entrance will be removed in order to avoid congestion. No vehicle is to be left unattended in the Valet Circle, no matter how short the time! Valets have been instructed by Management to return such vehicles to the parking garage.**
3. All vehicles parked in tandem or triple spaces that are shared with other residents must be parked by the valet staff.
4. Residents that chose both to take advantage of Valet and then park their own vehicle at other times must accept shared responsibility by signing a "Vehicle Parking Agreement" indemnifying the Association on any damages that occur.
5. A "Vehicle Parking Agreement" must be on file in the Management Office if a vehicle is assigned to a size limited parking space. This is solely based on parking space size and vehicle size.
6. A "Vehicle Parking Agreement" must be on file in the Management Office if a vehicle is assigned to a space when in the judgment of management, it poses a risk when valet parked.

Guest Parking

1. The valets will not park a guest vehicle that is greater in size than a standard SUV.
2. Guest parking is based upon a first come first serve basis.

3. There are no in and out guest privileges.
4. All guests not attending a pre-paid party are required to pay in advance a one day fee when leaving their vehicle with the valet.
5. A fee, established by the Board of Directors, will be charged to guests when an additional parking space is required by valet services.
6. Residents must be a member in good standing to use guest parking.
7. Please review the "Limit of Liability" for guest parking (on Valet Ticket). There is a limit of liability in the amount of \$250 for all guest parking."

Event Parking

1. Event Parties (in the Citrus Room) are limited to ten (10) parking spaces and must be paid in advance of the event.

Damage or Loss

1. CityFront Terrace Homeowners' Association is not responsible for damage, theft or vandalism of parked vehicles caused by other owners or guests. These disputes must be handled by the individual residents.
2. Upon discovering vehicle damage the owner believes occurred at CFT, the owner of the vehicle must notify the Front Desk personnel immediately. The Front Desk personnel will document the report, photograph damage and report all the facts pertaining to the damaged vehicle. Upon investigation if it is determined that the vehicle was damaged during the custody of the CityFront Terrace Valets then estimates will be obtained by management to repair the vehicle with a 10-day maximum car rental expense to fix the vehicle. The amount of daily rental allowance will be set by the Board.
3. The Homeowners Association is not responsible for items lost or stolen from the garage. The Association strongly urges all residents to keep vehicles locked and property secured.
4. The careless or reckless operation of any vehicle on CityFront Terrace property is strictly forbidden. Individuals who are responsible for damage resulting from the operation of any vehicle are expected to fully reimburse the party suffering damage for repair of the damage.

General Restrictions

1. Trailers, trucks (except small, private pick-up trucks), boats, campers, motor and mobile homes, and other kinds of recreational vehicles shall not be permitted on any Association property within the complex.
2. Car washing is prohibited within the CityFront Terrace property.

3. Skateboarding, roller skating or playing in the garage or garage entrance is prohibited.
4. Inoperative vehicles shall not be allowed on the property or in the Common Area, including parking facilities, at any time. If such vehicle is identified a notice will be sent to the person(s) in custody of it, requiring the removal within forty-eight (48) hours from receipt of such notice, after which time Management may have it towed away at the expense of the vehicle owner.
5. Owners are responsible to maintain a clean garage surface. Those requiring cleaning from oil stains or other matters will be assessed a fee for cleaning and are subject to a fine for not correcting a problematic vehicle.
6. No vehicle repair/maintenance (other than emergency work) shall be permitted in any area, except with prior written approval of Management.
7. No owner or tenant parking is allowed in the red zones at any time. Vehicles parked in these zones are subject to being towed away without notice and at the expense of the vehicles owner(s).
8. Any vehicle wrongfully parked or any vehicle that is parked in an unauthorized or undesignated location will be towed away at the violator's expense without notice.
9. Oversized commercial vehicles including, but not limited to dump trucks, trailer trucks, construction or other equipment shall not be parked within CityFront Terrace unless specifically authorized by the CityFront Terrace Homeowners Management.
10. No noisy, smoking or off-road vehicles shall be operated within the garage.
11. Unless Management approved, use of power equipment or non-emergency auto repairs are strictly prohibited.
12. Valets and Management have the right to refuse service.

Personal Storage

Assigned parking spaces are primarily intended for the parking of vehicles. Items may be stored in an individual's parking space subject to the following requirements:

1. It is permissible to use the wall or column area(s) directly adjacent to an individually assigned parking space for hanging storage using hooks. A management approved hook must be installed by building staff. Owners will be charged the current rate for labor and cost of materials.
2. Items hung from such hooks must comply with all safety standards and must not impede parking of vehicle or passage between parking spaces.
3. Personal storage items cannot be stored on the floor of garage, from the ceiling, on Association vents, pipes or outside of the assigned parking space.

4. No construction equipment or materials may be stored in parking spaces.
5. Owners and tenants are responsible for all stored items and are strictly liable for any damage or injury caused to any other person or property as a result of said storage.

Contractor Parking in the Garage

1. Valets will not park contractors' vehicles.
2. Contractors that are allowed to park in a resident's space, by that resident, may not in any manner inhibit adjacent vehicles or block traffic lanes.
3. Contractors are not permitted to use the garage for construction. This includes the loading of debris from the site. The Loading Dock will be provided on a first come first serve basis for loading and unloading.

Personal Responsibility

Because of the tight parking spaces at CityFront, the Board of Directors encourages all residents to be "good neighbors":

- Be especially conscious of parked cars when carrying articles to and from your vehicles through the garage.
- Be careful not to bump your neighbor's car when unloading articles or opening your vehicle doors.
- Park within the lines, leaving sufficient room for your "neighbor" to get in/out of her/his vehicle.

CityFront Terrace has 424 parking spaces. The developer assigned each parking space and that assignment cannot be changed by the Management or owners. There are ten open spaces provided to accommodate guests on a moment's notice. Once these spaces are full, the valets will instruct guests to find offsite parking.

SAFETY AND EMERGENCIES

CityFront Terrace has a Fire Control Room located in the lobby. When an alarm is activated, a Security Staff Member will investigate the location of the alarm. If it is a true fire, the Fire Department will be in route to assist.

An alarm is activated either by a smoke detector from the hallway, pull station or a sprinkler being activated. When this occurs the alarm will sound on the involved floors.

If you hear an alarm: Grab your house key, identification, your animal (if applicable), and shut your door behind you. Go to the nearest stairwell and proceed to exit the building in an orderly manner following the exit signs. The stairwells are pressurized to keep you safe. To limit congestion in the front of the building and allow for emergency vehicles, **please meet at Kings Park on the west side of the building and wait for**

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further direction from the Fire Department. Do not panic. Do not engage in unnecessary conversation with staff or fire personnel when the building is in alarm.

If it is a false alarm, the alarm will be silenced and you will hear a message over the speaker system. All alarms must be taken seriously.

Smoke detectors are there to detect smoke. The common area detectors are electrically powered and maintained by the building; and, when activated, will sound the alarm in the Fire Control Room. In your Unit, the smoke detectors are either battery operated or connected to your electrical system. These are not connected to the main building system. The smoke detectors can be activated by heavy smoke, dust or the occasional spider that finds its way into the detector. If you are having work performed in your unit that requires sanding or painting, be sure to have your contractor notify

Maintenance through the Front Desk so that proper precaution can be taken not to set off an alarm.

Strobes/Speakers are there to notify you when a fire or other emergency has been reported. The lights will blink and you will need to listen to the public address system for directions. It may be a pre-recorded message, or a fireman or staff member providing instruction.

The Sprinkler System is throughout the entire building. The law dictates where the sprinklers must go. The sprinklers are activated by heat. They are also very easy to damage, causing a deluge of water and an ugly mess. Please note where the sprinklers are in your unit, and be careful when moving furniture. Look for them in every room. Beware.

Fire Extinguishers are located in each resident floor hallway.

You will find one at each emergency exit (stairwell).

How to use a Fire Extinguisher:

Aim at the base of the fire. Remember P A S S!

P = Pull the Pin

A = Aim at the base of the Fire

S = Squeeze the trigger

S = Sweep, using a sweeping motion at the base of the fire

Pull Stations are located on each corridor. You will find one at each elevator foyer and by each emergency exit (stairwell). How to use a Pull Station: Pull the handle toward you, which will activate the alarm system and can be re-set only with a key.

Power Outages will occasionally occur in our community. There is an emergency diesel generator to supply temporary power to emergency lighting, the garage doors, the fire control room and other essential equipment. Minimal lighting will be supplied throughout the common area corridor but none within your unit. If a power outage occurs, turn off all your electric appliances including computers and heating and air conditioning unit. Items to keep in your household for such events are flashlights, non-electrical phones

and drinking water. Do not attempt to use an elevator until the power has been restored. Plan ahead and prepare a supply suitable for your needs.

Earthquakes are a part of living in California. If the community experiences an earthquake, find a safe place. Once the earthquake is over, examine your unit for damage, including cracks, and report any findings to the Management Office. The Maintenance Staff performs inspections daily on the mechanicals to insure safety and that all equipment is running at performance levels. Do not use elevators following an earthquake. Utilize the stairwells until the Maintenance Staff can check elevators for safety.

Smoke and Carbon Dioxide Detectors

Owners are required by law to have operational smoke detectors and carbon monoxide detectors. [Health and Safety Code §§13113, 717926 & 17926.1] Please note that it is common for many detectors to last no longer than 10 years, so please test your detectors regularly, follow the manufacturer's instructions about replacement and replace them whenever their useful life ends. If you have tenants, there are battery-operated detectors that have tamper-resistant features to prevent removal of batteries. Some hard-wired detectors have batteries designed to last for the life of the detectors.