



PARC @ 54 HOMEOWNERS ASSOCIATION

Rules and Regulations & Information Handbook

JUNE 2009

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PREFACE

This handbook has been compiled by your Homeowners Association to outline the operating procedures of the Association and to provide other information about your Association's Common Area. Living in a condominium can be a happy and rewarding experience, especially in as beautiful a community as:

PARC @ 54 HOMEOWNERS ASSOCIATION

The purpose of your Association is to protect, maintain and enhance the Association's property while making condominium living a pleasant experience for everyone. The Association concept is an ingenious device for engaging people to manage the community's assets. The advantage of a planned development is that the authority, as well as the responsibility for maintaining the property, is retained by those with a vested interest in the community's welfare. A planned development helps ensure that the original planning concepts and design that went into creating the community are preserved, protected, maintained and enhanced.

Each owner has received a copy of the Covenants, Conditions and Restrictions (CC&R's), Bylaws, and Articles of Incorporation for the Parc @ 54 Homeowners Association. These are the governing documents, along with the Rules and Regulations and Architectural Review Guidelines, which are periodically updated and distributed by your Board. Please become familiar with these publications, since they set forth in detail, the rights, duties and obligations of each owner.

These Rules and Regulations **supplement** the CC&R's.

PLEASE READ THIS INFORMATION CAREFULLY AND BE CERTAIN THAT YOUR FAMILY, GUESTS AND TENANTS UNDERSTAND AND OBEY THE RULES AND REGULATIONS ENTIRELY.

If there are any questions, or if you do not have copies of the Association's documents, please contact the Management Company.

In order to maintain a responsible and successful community, the governing documents must be observed. They ensure the enjoyment of our community.

GENERAL INFORMATION

The purpose of your Homeowners Association is to operate and maintain the project and assets of the Association for the mutual benefit of all homeowners. Your cooperation is essential in order to accomplish these purposes. Common sense and consideration for your neighbors are the keys to its success.

Each homeowner is a member of the **Parc @ 54 Homeowners Association**, and owner participation is both necessary and encouraged. Residential responsibility, cooperation and action have many rewards.

One reward is that the community continues to be a showcase long after all the units are sold because the quality of the community is preserved, maintained and enhanced.

The Homeowners Association is governed by a Board of Directors, which meets regularly to make decisions pertaining to Common Area matters.

Common Area within the community include all space not designated as an individual unit and include such areas as common landscaping, buildings, walls, trash enclosures, exterior structures, roofs, outside parking spaces, streets, irrigation and drainage systems. The responsibility of the Board is to protect, maintain and enhance all Common Area property.

COMMON AREA PROBLEMS

To report problems related to the Association's Common Area (such as landscaping, structures, etc.) contact the Management Company.

FINANCIAL REVIEW

An independent financial review is prepared at the end of each fiscal year and is mailed to the homeowners of record upon completion.

INSURANCE INFORMATION

The Association complies with the Davis-Stirling Common Interest Development Act regarding the types of insurance it carries and will notify all owners regarding insurance coverage. All members will receive written notice of insurance coverage annually or if the Association's insurance coverage changes.

The Association carries property, general liability, and Directors and Officers liability insurance. Any Association member may upon request and payment of duplication charges obtain copies of those policies. Free copies of these documents can be emailed as a PDF file upon request to the management company. Association members should consult with their individual insurance broker for appropriate additional coverage.

ASSESSMENT PAYMENTS AND COLLECTIONS

Assessment payments are the life-blood of any Community Association. The Association simply cannot protect the value of the owners' property unless it has funds to maintain the project. The only significant source of funds for the Association is the monthly assessment paid by all owners (the Association receives a small amount of interest income, and occasional income from other sources, but it is nominal). If assessment payments are not made, the Association cannot function.

The assessments that you pay are not actually "income" to the Association. While the Board of Directors has some discretion regarding Association funds, use of the funds is primarily regulated by law. Basically, the Association is required to evaluate the Common Area items it is required to maintain and set aside money for each item in a "reserve" account. The reserve accounts are funded monthly, so that when it becomes necessary to perform maintenance such as painting, the funds are available. The Association has a professional consultant who reviews the reserves annually and makes recommendations for adjustments for inflation and other changes in costs.

Because assessments are so important, and since failure by any one owner to pay assessments is essentially paid by every other owner in the project, the Association has adopted a strict policy regarding assessment collection. In accordance with applicable laws, if you fail to pay your assessments, a lien may be filed against your property, your home may be sold in a foreclosure sale, you may be sued personally for the past due assessment, and your assets and wages may be attached to satisfy the debt. **If you anticipate a delay in any assessment payment, notify the Association** in advance by calling the Management Company. In addition, delinquent owners will be required to pay all costs of collection, including attorney fees.

DELINQUENCY POLICY REGARDING PAYMENT OF ASSESSMENTS

The following statement describes the Association's policies and practices in enforcing lien rights and other penalties for default in assessment payments as required by Civil Code Section 1365.D.

THE ASSOCIATION WILL SEND WRITTEN NOTICE WHEN ASSESSMENTS ARE DUE.

IT IS THE ASSOCIATION'S STRICT POLICY TO RECOVER ALL COSTS OF COLLECTION FROM THE DELINQUENT OWNER.

1. All regular assessments are due and payable in advance, in equal monthly installments. Regular assessments shall be due and payable on the first day of each calendar month. In the case of a special assessment, payment is due on the date specified by the Board.
2. Regular and special assessments are delinquent if not paid within fifteen (15) days after the due date. The Association may impose late fees up to 10% of the outstanding assessment, or \$10 (whichever is greater) per month.
3. If assessment payments are not made within thirty (30) days after they have become due, a Pay or Lien letter will be issued informing the owner of intent to lien. The Association may also impose interest charges on the outstanding assessment payments at the rate of up to 10% per annum from the date of delinquency until paid in full.
4. The Association will refer all past due assessments to its attorney for collection. Collection activity may include the filing of a lien against the delinquent owner's property and conducting a foreclosure sale to recover the past due assessments. The Association may also file a lawsuit against the owner who is personally obligated to pay the delinquent assessment and may enforce the judgment to collect the past due assessments by attaching wages, bank accounts, and other assets.
5. If a lawsuit or foreclosure procedure is initiated by the Association to recover assessments, the Association is entitled by law (Civil Code Section 1366(D)) and by the Declaration of Covenants, Conditions and Restrictions to recover the amount in default, as well as late charges, interest, and reasonable costs of collection, including attorney fees. Fees and costs incurred, which are in addition to the outstanding assessments, will not be waived.
6. Payments received on delinquent assessments will be applied to the owner's account as covered by law and Association policy.
7. If you have any questions regarding this policy, or if you anticipate any difficulty paying your assessments, you should contact the Board of Directors, in writing, through the Management Company.

FIRE EMERGENCY EQUIPMENT

Upon taking occupancy, **YOU** should set aside time to walk around and familiarize yourself with your condominium, the buildings and the community features. This will enable you to become more informed about the emergency equipment, gas, water, electrical devices and shut offs.

Upon move-in and periodically thereafter, you should test your smoke detector to make certain it is in proper working order.

GENERAL RULES AND REGULATIONS

INTRODUCTION

The information contained herein is issued by the Board as authorized by the governing documents of the Homeowners Association. This is a supplement to the CC&R's and Bylaws. In the event of any conflict between these Rules and Regulations and the aforementioned documents, the provisions of the CC&R's and Bylaws shall prevail.

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

The community property falls under the jurisdiction of the City of San Diego and all Ordinances and Codes apply. Each unit shall be used for residential use. No part of the property should be used for any business, commercial (including auctions or similar events), manufacturing, mercantile, storage, vending or other nonresidential purposes. The provisions of the CC&R's do not preclude the above described activities, so long as; a) activities are conducted in conformance with all applicable governmental ordinances, (b) the patrons of clientele do not visit the unit or park automobiles or other vehicles within the property, (c) the existence or operation is not apparent or detectable by sight, sound or smell from the outside of the boundaries of the unit, (d) no such activity increases the liability or casualty insurance obligation or premium of the Association, (e) activities are consistent with the residential character of the Property and (f) is otherwise authorized by such California statutory or common law that may take precedence over City requirements and the CC&R's.

CHANGES IN RULES AND REGULATIONS

The Board may, in accordance with the Bylaws, 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 reputation. When notice of any such alteration, amendment, revocation or addition is given to any owner or resident it shall have the same force and effect as if originally made a part of the Rules and Regulations.

Homeowners, including absentee homeowners, are responsible for ensuring their tenants and guests abide by these Rules and Regulations and may be held responsible for any violation of these rules by a tenant, guest, family member or contractor.

HOMEOWNERS MUST PROVIDE A COPY OF THESE RULES AND REGULATIONS TO THEIR TENANTS. Additional copies are available from the Management Company.

OWNER COMPLIANCE

Each owner, tenant or occupant of a condominium shall comply with the provisions of the CC&R's, the Bylaws, the Rules and Regulations, decisions and resolutions of the Association as lawfully amended from time to time. Failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover damages for sums due or for injunctive relief.

VIOLATIONS OF THE RULES AND REGULATIONS

Please read these Rules and Regulations carefully. Indications of or actual violations will be brought to the attention of the owner and resident (if applicable) in writing by the Management Company following the policies established by the Board. If you knowingly or unknowingly break any rule, and the Property Manager or Director brings it to your attention, please respect their wishes, as they are acting on behalf of the Association. Please contact the Management Company if you have any further questions.

ENFORCEMENT OF RULES

One of the primary functions of the Association is to ensure that the policies and procedures set forth in the Governing Documents, including these Rules and Regulations, are observed by all owners and tenants. The objective of enforcement of the Rules and Regulations is to preserve the value of the project, as well as to ensure that owners and tenants are treated fairly, and that everyone knows the enforcement procedure.

The Association will make an effort to identify violations of the Rules and will notify owners in writing if a violation is observed. It is the right and duty of each resident to report violations, in writing (letter, fax or email), to the Board via the Property Management Company. Owners are encouraged to report any violations that are observed, since violations of the

Rules **ultimately become an expense to all owners**. In the vast majority of cases, a simple reminder or courtesy notice is all that is necessary to resolve the violation.

In the unusual instance when a violation of the Rules cannot be easily resolved, the Association has adopted a strict policy of uniform, consistent enforcement of all violations that are brought to the Association's attention. Please refer to the detailed description of this process below. Since violation enforcement is a cost that is borne by all of the owners in the project, the Association will make every effort to recover the costs of enforcement from the owner involved. All expenses incurred by the Association to correct the violation will be the responsibility of the owner and they will be billed.

GOVERNING DOCUMENTS ENFORCEMENT POLICY

The following describes the enforcement procedures that will be followed in response to a violation of the Governing Documents. To guarantee that the Governing Documents are applied fairly and consistently, the Association has set forth this procedural policy of enforcement. It is the policy of the Association not to discriminate among owners.

1. If you are thought to be in violation of the Rules of the Association, the Board of Directors will send you a courtesy notice notifying you of the violation, and asking you to correct the problem.
2. If you do not correct the violation promptly, or if you do not otherwise respond to explain the situation, the Board of Directors will send a second letter asking again that you correct the violation.
3. If the violation is still not corrected within ten (10) days of a third and final written notice, you will receive a notice of hearing from the Association requesting your attendance at a due process hearing before the Board of Directors to discuss non-compliance. If you are unable to attend the scheduled hearing, a written response provided to the Management Company no less than 48 hours prior to the hearing will be acceptable in your stead. If it is determined that the violation is not fully resolved at the hearing, the Board may assess fines for non-compliance, and will notify the violating party of any disciplinary action in writing.

FINE POLICY

- | | |
|---|-------|
| a) Violation of any Governing Document (CC&Rs, Rules & Regulations, general policy, etc.) | \$100 |
| b) Violation which is a threat to health or safety | \$100 |
| c) Architectural Violation | \$100 |

Fines may continue on a monthly basis until compliance is reached. **The Board may also elect to have fines increase in increments of \$100 in the case of continued non-compliance.** For multiple violations, fines may be assessed for each violation and shall be processed in keeping with the above standards. In order to impose a fine for the second, third, and fourth offense, offenses must take place within 6 months of each other and must be for the same violation.

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|--------------------|-------|
| a) Second Offense: | \$200 |
| b) Third Offense: | \$300 |
| c) Fourth Offense: | \$400 |
4. If a violation is unresolved 90 days after a hearing has been held, the Board may proceed with IDR/ADR action, which may involve the Association attorney. The owner in violation is responsible for any legal fees involved in the Association's efforts to resolve an ongoing violation.
 5. For any activity or condition which the Association considers to be a threat to the health or safety of other residents, the Association may take immediate action to alleviate the health and/or safety concern and then give notice of the violation. Penalties may also be imposed against an owner, including fines and suspension of your rights, excluding an owner's right to vote on all Association business.

ALTERNATIVE DISPUTE RESOLUTION

1. In the event that it becomes necessary, the Association or any owner has the right to bring a lawsuit to enforce all restrictions, conditions, covenants, liens and charges in the CC&R's, as well as these Rules. The losing party may be required to pay the attorney fees of the prevailing party, as well as other costs.
2. Currently, according to California law, most disputes between owners and the Association involving the Governing Documents must be submitted to internal dispute resolution (IDR) and alternative dispute resolution (ADR) before a lawsuit may be filed. The Association distributes notice of the requirements for these dispute resolutions annually to all of the owners.

OWNER RESPONSIBILITIES

It is the responsibility of each Owner to maintain, repair, replace, paint, paper, plaster, tile, finish and restore or cause to be maintained all interior portions of the unit, as well as the windows, light fixtures actuated from switches controlled from, or separately metered to, the unit, and the interior surfaces of walls, ceilings, floors, and permanent fixtures, in a clean, sanitary and attractive condition. However, no bearing walls, ceilings, floors or other structural or utility bearing portions of the building housing the units should be pierced or otherwise altered or repaired, without the prior written approval of the Board of Directors or any appointed Architectural Committee.

It is the duty of each Owner, at his sole expense, to keep the Exclusive Use Common Area over which an exclusive easement has been reserved for the benefit of the Owner, free from debris and reasonably protected against damage, subject to the approval of the Board of Directors or any appointed Architectural Committee.

The Owner is responsible for all maintenance and repair of any internal or external cable/telephone wiring wherever located which is designed to serve only his unit, and is entitled to reasonable access over the Common Area for these purposes, subject to reasonable limitations imposed by the Association.

If the Board does not adopt an inspection and preventive program with regard to wood destroying pests and other organisms, a program shall be the responsibility of each Owner.

Subject to approval of the Board of Directors or any appointed Architectural Committee, each Owner is responsible for maintaining the portions of heating and cooling equipment and other utilities that exclusively serve his unit.

USE OF THE COMMON AREA

The term "Common Area" as used in this section shall mean the portion of the Common Area which is the responsibility of the Association to maintain.

Except as otherwise provided in the CC&R's, the Common Area shall be improved and used only for the following purposes:

1. Affording vehicular passage, temporary and emergency parking, and pedestrian movement within the Project, including access to the Units.
2. Recreational use by the Owners and Occupants of a Dwelling and their guests, subject to regulations adopted by the Board of Directors.
3. Beautification of the Common Area and providing privacy to the residents of the Project through landscaping and such other means as the Board or its delegated committee shall deem appropriate.

4. Parking of automotive passenger vehicles in areas provided as may be designated and approved by the Board by such persons, upon terms, conditions and fees as may be determined by the Board.
5. Exclusive Use Common Areas are to be used in the manner described in the CC&R's. Nothing contained in the Rules & Regulations should allow persons other than the Owner of a Unit to which an Exclusive Use Area is designated (or his invitees) to the enjoyment and use thereof.
6. No part of the Common Area shall be obstructed so as to interfere with its use for the purposes permitted.
7. No part of the Common Area shall be used for storage purposes without the prior written approval of the Board.
8. No personal property (i.e. shoes, clothing, water bottles, furniture, etc.) may be left or stored in the Common Area outside of any residence. Potted plants outside entrance doors are acceptable provided they are attractive, in attractive containers (that are compatible with Parc @ 54 architecture and color palate), in limited numbers, in scale with the space and well maintained. Plants shall not obstruct pedestrian sidewalk traffic. Water runoff from potted plants is prohibited.
9. No part of the Common Area shall be used for any purpose or in any manner which shall cause any structure in the Project to be uninsurable against loss by fire or the perils of the extended coverage endorsement to the California Standard Fire Policy form or cause any policy or policies representing such insurance to be canceled or suspended or the company issuing the same to refuse renewal or which would result in any increase of the Association's insurance premiums.
10. The Association reserves the right and easement to enter onto the Common Area for purposes of inspecting and documenting the level of maintenance and physical condition of the Common Area.
11. Common Area equipment, i.e., time clocks, watering systems, etc., are to be adjusted and set by **authorized personnel only**, to avoid breakage.
12. Nothing in the Common Area shall be altered, constructed, modified or removed, except upon prior written consent of the Board.
13. Each Owner is legally liable to the Association for any damages to the Common Area or any improvements that may be sustained by reasons of the negligence of the Owner or Guests.
14. Parc @ 54 Homeowners Association is not responsible for any items lost, stolen or damaged in the Common Area.

"EXCLUSIVE-USE" COMMON AREA

Each Owner is entitled to use any "Exclusive-Use" Area relative to the Owner's Unit for usual and ordinary purpose for which such area was designed. The right to use an "Exclusive-Use" Common Area should be exercisable only by the Occupant or Owner's invitees. Conveyance of a Unit includes the conveyance of all "Exclusive-Use" Common Area. No "Exclusive-Use" Common Area or rights can be transferred or conveyed apart from the Unit. **Except as provided in this section, no Owner has the right to paint, decorate, remodel or alter any "Exclusive-Use" Common Area or any other part of the Common Area without the prior written consent of the Board or any appointed Architectural Committee.**

USE OF "EXCLUSIVE-USE" COMMON AREA

1. Each Owner is entitled to the Patio, Balcony "Exclusive-Use" Common Area, if any, which is connected to the Owner's Unit for patio and/or balcony purposes. The common Stairwell Areas and Balconies may not be used for storage of any kind.

2. Charcoal barbecue grills are prohibited within the project. LP gas barbecues are allowed, given that they are used responsibly and safely and in compliance with all relative local fire codes. Owners should not have combustible balcony furniture or other combustible items within 10 feet of the grill when the grill is in use. (See grilling guidelines specified for the community Common Area barbecues.) Owners should also make every effort to prevent smoke from their grill from invading the homes of their neighbors.
3. Spas (e.g. Jacuzzis) shall not be placed or used on any balcony.
4. Draping of towels, carpets, laundry or other articles over the railings or walls is not allowed.
5. Bicycles may not be placed on a balcony if they can be seen from street level within or outside of the Project, nor may they be placed in a stairwell for any extended period of time.
6. The stairwell areas should be kept clear and in a generally neat appearance. Owner's may place minor decorations in their relative stairwell area, as long as the decorations are kept to a minimum and do not pierce or otherwise damage the building walls, ceilings or floors. Large furniture or excessive items that clutter the area, and/or fully or partially block access doors or windows are prohibited. State guidelines require a minimum passageway within stairwell areas and doorways of at least one (1) meter for emergency egress. No structural alterations may be made within exclusive-use common areas. Please see the Architecture section below for more information on how to submit an application for structural or architectural changes. Parc @ 54 Homeowners Association, and any vendors hired for exclusive-use common area maintenance, are not responsible for any items lost, stolen or damaged in the Exclusive-Use Common Area. Items placed in common areas must be amenable to all owners sharing an Exclusive-Use Common Area. The Board is not responsible for arbitrating disputes between homeowners, and does not accept any costs associated with any disputes.

EXAMPLES OF ACCEPTABLE ITEMS:

- a) Potted plants are acceptable provided they are attractive, in attractive containers that prevent water from leaking onto the floor (and that are compatible with Parc @ 54 architecture and color palate), in limited numbers, in scale with the space, and well maintained. Water runoff from potted plants is prohibited.
- b) Small tables, preferably of material that is not easily broken (e.g., metal or plastic)
- c) Table top or free-standing decorations, preferably non-breakable and not valuable.
- d) Free-standing Umbrella stands and Coat Racks

EXAMPLES OF PROHIBITED ITEMS

- a) Candles, incense burners, hotplates, or any other heat source or flammable items.
- b) Items with offensive symbols or language
7. The Board/Architectural Committee has the right to restrict or prohibit any items from being placed on a patio/balcony which are within view of other Owners and/or which the Board/Architectural Committee deems to be unattractive or a nuisance.
8. The Association reserves the right and easement to enter into the "Exclusive-Use" Common Area (patios, balconies, stairwells) for purpose of inspecting the condition of these areas and performing maintenance or repair to building and structures.
9. Should potted landscaping be placed on a balcony or patio or in a stairwell, the Owner must take adequate steps to capture water from the plants and to prevent damage the area.
10. No items of any type (including potted plants) may be placed on top of any wall, fence or railing or be allowed to grow attached to the exterior of a railing, fence, wall, or portions of the Building. Each Owner is responsible to pay for any repairs caused by placing landscaping (including potted plants) in the Exclusive Use Area.

11. Shade umbrellas on patios or balconies **must** blend with the earth tones of Parc @ 54 and should be of a solid color.
12. Each Owner assumes all risks which may result from Improvements such Owner makes to his or her "Exclusive-Use" Area.

USE OF LIVING UNITS

Each living unit shall be improved, used and occupied for Single-Family residential use. No business, commercial, manufacturing, mercantile, vending, occupation, profession, trade or other non-residential use shall be conducted within the Project. This does not preclude professional and administrative occupations without external evidence, as long as occupations are in conformance with all applicable regulations and are merely incidental to the use of the Unit as a residence, and as long as it does not interfere with other Owners use and enjoyment of their Units.

DESTRUCTION OF PROPERTY - HOMEOWNERS LIABILITY

1. The Owner of each Unit shall reimburse the Association for all damages to the Common Area or to any improvements (including but not limited to buildings, recreation facilities and landscaping) or to any wall or fence adjacent to the Common Area caused by such Owner, their guest or any occupant of the Owner's Unit.
2. Each owner shall be responsible for the actions of their tenants, guests, lessees and all occupants of the condominium, for compliance with the provisions of the CC&R's, Articles, Bylaws and Rules and Regulations of the Board.

RENTAL AND LEASE REQUIREMENTS

1. Each owner shall have the right to lease their living unit.
2. The lease must be in writing, for a term of at least thirty (30) days. The owner must provide a copy of the lease agreement or a complete Tenant Information Form to Management whenever the unit is rented/leased."
3. No lease shall relieve the owner from the obligation to pay assessments in accordance with the CC&R's.
4. All leases should be subject in all respects to the provision of the CC&R's, the Bylaws and the Rules and Regulations of the Board, and failure to comply with the provisions of these documents shall be a default under the lease. It is the responsibility of each owner to provide tenants with copies of the Parc @ 54 Homeowners Association Rules and Regulations, CC&R's and Bylaws, and to counsel tenants regarding compliance to these documents. The owner shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of these regulations pursuant to the occupancy and use of the condominium.
5. Homeowners are held responsible for the actions and behavior of their tenants and guests and are financially liable for damage to the Common Area and equipment, and for violations of the Rules and Regulations.

ENVIRONMENTAL CONTROL

1. Please be considerate of those living close to you and keep noise levels as low as possible. Excessive noise making, running, horseplay, etc. are prohibited. No horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of a Residence and its contents, should be placed or used in any Unit.

2. No noxious or offensive activities should be carried on upon the property or any public street abutting or visible from the property.
3. It is the responsibility of residents to see that their household members or guests do not unnecessarily disturb other residents. The Common Area is not to be used for smoking, skating, skateboarding, bicycling or games in general or activities (as determined by the Board) that generate noise that can easily be heard within residences. Any commercial services or construction activity is to be performed from 8:30 a.m. to 5:00 p.m. during weekdays and from 9:00 a.m. to 5:00 p.m. on Saturday and Sunday.
4. Radios, stereos, televisions, musical instruments, party activities, repeated false alarms from car alarms and other noise sources must be restricted at all times to a level that is not disturbing to other residents, as determined by the Board. Any activity, which constitutes disturbing the peace or creating a public nuisance, as determined by the Board, is prohibited.
5. No clothing, household fabrics, or other unsightly articles shall be hung, dried or aired on any portion of the property, **including** the interior of any Residence, so as to be visible from other residences, Common Area or public areas.
6. **There shall be no exterior fires whatsoever except barbecue fires contained within receptacles designed for such purposes.** When using Common Area barbecues, please adhere to the following rules:
 - a) Never leave a lit grill unattended.
 - b) Water must be available at all times to extinguish any uncontrolled flames.
 - c) Always remember to turn off the grill and close the gas valve before leaving.
 - d) Clean up all trash and food waste.
 - e) Clean the grill surfaces and wipe down the picnic table.
 - f) In general, after use, leave the entire grill area cleaner than you found it!
7. No person(s) shall discharge into the Association's sewer system or storm drain any toxic or noxious matter as to be detrimental to or endanger the public's health, safety or welfare. The owner or resident is liable under state and federal law for clean-up or for damage to neighboring property as a result of such activity.
8. No odorous matter, including cigarette smoke, shall be emitted upon or about the community (including the children's play area, which is designated a smoke-free zone) in such quantity as to be readily detectable outside the boundaries of the space within which such odor was generated.
9. Residents shall not use balconies, patios or windows to enter or exit their condominium, except in emergencies.
10. The use of any power equipment may only be conducted between the hours of 8:30 a.m. and 5:00 p.m. on weekdays and 9:00 a.m. and 5:00 p.m. on weekends, except in the case of an Emergency.
11. Noisy or smoky vehicles, large power equipment and large power tools, off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any Owner in the Project, and objects which create or emit loud noises or noxious odors, should not be located, used or placed on any portion Common Areas of the property or on any street abutting or visible from the property, or exposed to the view of other Owners without the prior written approval of the Board of Directors or any appointed Architectural Committee.
12. No equipment shall be kept or maintained on a patio, balcony or stairwell.

PETS

1. Two (2) usual and ordinary domestic household pets may be kept by the Owner provided they are not kept, bred or maintained for any commercial purpose and they are kept under reasonable control at all times.

2. An Owner may keep and maintain any number of aquarium-type fish, provided that the Owner reviews and considers the structural load limits and internal drainage pertaining to the unit and the proposed site of installation of an aquarium prior to filling the aquarium(s) with water.
3. All pets must be restrained on a leash by a person capable of controlling the pet at all times when in the Common Area. Under no circumstances may pets be allowed to run free or be tied up to any trees, stakes, any exterior building structures or any patios or balconies of a condominium.
4. All pets kept within the Association must have a current license and name tag with Owner's contact information. Loose, unattended pets without a name tags will be reported to the Animal Control Department for pickup.
5. Residents who are disturbed by any loose and/or unattended animals which threaten others, make excessive noise, and/or cause a disturbance, are urged to first contact the owner and, if unsuccessful, to report such disturbance in writing as soon as possible to the Management Company or to the Animal Control Department.
6. The Board reserves the right to control and have removed any pet which becomes a nuisance.
7. Homeowners with pets are responsible for personal injury or property damage caused by their pets and they are responsible to clean up after their pets.
8. Pets are not permitted in the tot lot or other recreation areas at any time, except Seeing Eye dogs, personal service dogs, or other such trained animals.
9. No dog whose prolonged barking (or other prolonged noise-producing pet) unreasonably disturbs other Owners or occupants will be permitted to remain in the project.
10. Pets must use designated areas, if so provided by the Board, for relieving themselves and the owner of each pet is responsible for collecting and properly disposing of solid waste deposited by their pets. Owners should encourage their pets to vary the locations in which they urinate to avoid saturating and damaging landscaping vegetation.

VEHICLE AND PARKING REGULATIONS

Parking is very important in the Parc @ 54 Homeowner's Association. Each Unit is provided with a garage and that space should be used for vehicle parking first and foremost before any outside space is used.

VEHICLES AND TRAFFIC

1. The California Vehicle Code is applicable in its entirety to all vehicles, streets, driveways, and parking areas in the project. Violation of any Vehicle Code section shall be considered a violation of these Rules.
2. Pedestrians always have the right of way. Please yield to pedestrians, persons at play, etc.
3. The outside parking spaces are for guest parking first and foremost. If a resident wishes to park a vehicle in an outside parking space, a vehicle registration form must be completed and authorization must be granted by the Board of Directors.
4. Authorized vehicles include: motorized land vehicles designed and used primarily for non-commercial passenger transport, such as automobiles, passenger vans designed to accommodate ten (10) or fewer people, two-wheel motorcycles, and pick-up trucks without commercial markings, ladder racks or tool boxes and having a manufacturer's rating or payload capacity of one (1) ton or less. Authorized vehicles may be parked within the garage or outside parking spaces, subject to the other parking regulations.

5. Vehicles prohibited from guest parking include: recreational vehicles (e.g., motor homes, travel trailers, camper vans, boats, etc.), commercial type vehicles (e.g., flatbed trucks, tank trucks, dump trucks, step-vans, concrete trucks, etc.), buses or vans designed to accommodate more than ten (10) people, vehicles having more than two (2) axles, trailers, inoperable vehicles or parts of vehicles, aircraft, other similar vehicles or any vehicle or vehicular equipment deemed a nuisance by the Board.
6. The careless or reckless operation of any vehicle in the project is strictly forbidden. Individuals who are responsible for damage resulting from the operation of any vehicle must fully reimburse the party suffering the damage, including reimbursement to the Association for any damage to the Common Area.
7. Unlicensed vehicles may not be operated anywhere in the project.
8. Frequent, routine or long-term guests and routine sleep over guests must also complete a vehicle registration form and obtain authorization from the Board to park in outside parking. A guest or visitor will be considered frequent, routine or long-term if that guest or visitor stays overnight within the Association ten (10) or more days within any month.

PARKING

1. Vehicles shall only be parked on paved parking areas. Any vehicle parked partially or entirely on any non-paved surface or in an unauthorized or non-designated location may be towed without notice at the owner's expense.
2. All streets, driveways or other access roads within the community are considered fire lanes unless specifically marked for vehicle parking. No Owner or Occupant should block or impede access of fire fighting equipment to or through the driveways and fire hydrants, if any, within the Project.
3. Each authorized vehicle that is owned or operated within the project shall be parked in the garage of that owner to the maximum designed capacity of the space.
4. Garages can not be converted into any other use (such as a storage area) that would prevent its daily use for parking the number of vehicles the parking space was designed to contain, except with the written approval of the Board or any appointed Architectural Committee.
5. Except with the prior written approval of the Board, vehicle maintenance, servicing, repairing, assembling, disassembling, modifying, or restoring is prohibited within the Common Areas of the Project. Minor repairs, such as oil changes, done entirely within the unit garage are permitted. Residents may wash or polish their own motor vehicle, subject to making sure soapy water does not run into the storm drain. It is more environmentally friendly to take vehicles to a car wash, where recycled water is often used, and where water is captured and reclaimed for recycling.
6. No vehicle shall be parked in a manner which blocks the approach to any Unit within the project or which blocks or obstructs any part of any sidewalk or any parking space occupied by another vehicle. Such vehicles shall be towed without notice per Vehicular Code Section 22658.5.
7. Any vehicle within the community parked in violation of the CC&R's or the Rules may be removed in accordance with the provisions of the California Vehicle Code 22658.2 and in accordance with City ordinances.
8. The Association may cause the removal, without notice, of any vehicle parked in a marked fire lane, within fifteen (15) feet of a fire hydrant, in a handicapped space without a proper placard, blocking trash dumpsters or in a manner which interferes with any entrance or exit from the Project or any Condominium Unit, parking space or driveway.

9. The Association will not be liable for any damages to a vehicle or any damages incurred by the vehicle owner due to the removal of said vehicle, conducted in compliance with this section, unless said damage resulted from an intentional or negligent act of the Association during the removal of the vehicle.

ALL PARKING IS SUBJECT TO THE LAWS OF THE STATE OF CALIFORNIA, THE ORDINANCES OF THE CITY OF SAN DIEGO, THE CALIFORNIA VEHICLE CODE § 22658.2, THE COVENANTS, CONDITIONS AND RESTRICTIONS OF PARC @ 54 HOMEOWNERS ASSOCIATION, AND THE RULES AND REGULATIONS OF PARC @ 54 HOMEOWNERS ASSOCIATION.

GARBAGE /REFUSE DISPOSAL AND RECYCLING

1. Trash, garbage, rubbish and other waste shall be removed regularly from the Property and deposited in designated Common Area receptacles. Please remember to secure your bags when disposing of them in the trash receptacles. In the event of damage to bags in the disposal process, Residents are responsible for the cleaning up of their own trash spilled on the Common Area and disposing of it in the proper receptacles.
2. No weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any Condominium which will render such portion unsanitary, unsightly, offensive or detrimental to any other Condominium in the vicinity thereof or its occupants.
3. Oversized items (e.g., mattresses, furniture, etc) should not be left in the Common Area. These items are the resident's sole responsibility to remove from the premises and dispose of at their discretion.
4. Please recycle the appropriate items within the recycling receptacles. All cardboard boxes should be broken down before placed in the receptacles. Do not leave large boxes or other recyclables on the ground near the bins. Information about what is recyclable or not is posted on the recycling receptacles, and is also available from the Management Company. **Recycling, if done correctly, can result in financial savings for our Association.**
5. All equipment for storage or disposal of trash must be kept in sanitary containers designed for such purpose and shall be kept in a clean and sanitary condition and concealed from view for other Dwellings and the Common Area.
6. Any Owner/Resident found in violation of the trash regulations, requiring special trash removal services at a cost to the Association, may be assessed the cost of said services. Multiple violations may also result in a hearing before the Board where fines may be assessed in addition to the cost of special waste removal services.

ARCHITECTURE

1. Each owner shall keep his Condominium in good repair.
2. Nothing shall be done in a Condominium or in the Common Area that would or could impair the structural integrity of any building without the review and final decision in writing from the Board or any appointed Architectural Committee. No personal items may be erected, stored, left or otherwise placed for extended periods of time in the Common Area.
3. Spas, hot tubs, Jacuzzis, wading pools or other similar water facilities or features may not be installed in or on any "Exclusive-Use" Common Area.
4. Patio covers, storage sheds or other structures are prohibited within the Project.

STRUCTURAL ALTERATIONS

No structural alterations to the interior of any Unit or the Common Area surrounding such Unit shall be made without the prior written consent of the Board of Directors/Architectural Committee. This may include plumbing, electrical or other

similar work. At no time may any owner modifications result in the direct or indirect damage to, deterioration of, or weakening of the building's structural integrity.

INSIDE AND OUTSIDE INSTALLATIONS

1. No outside installation of any type, including but not limited to clotheslines, may be constructed, erected or maintained on any residence, except antennae installed by the developer as part of the initial construction, without prior consent of the Board/Architectural Committee.
2. No balcony, patio or deck covers, wiring, installation of air conditioning, water softeners, or other machines and any related equipment may be installed on the exterior of Dwelling or other Building or be allowed to protrude through the wall or roofs, unless prior written Architectural approval is obtained.
3. No exterior addition, change or alteration to any Dwelling may be commenced without the prior written approval of the Board/Architectural Committee.
4. Nothing should be done in any Unit or to the Common Area which will impair the structural integrity of any building in the Property or which would structurally alter any building.
5. There should be no alteration, repair or replacement of wall or floor coverings within Units which may diminish the effectiveness of the sound control engineering within the buildings in the Project.
6. No Owner may cause or permit any mechanic's lien to be filed against any portion of the Project for labor or materials alleged to have been furnished or delivered to the Project or any Unit for such Owner, and any Owner who does so, shall immediately cause the lien to be discharged within five (5) days after notice to the Owner from the Board. If any Owner fails to remove the mechanic's lien, the Board may discharge the lien and charge the Owner a reimbursement assessment for the cost of the discharge.

ANTENNAS AND SATELLITE DISHES

No television or radio poles, antennae, satellite dishes, other than those originally installed by the developer, shall be constructed, erected or maintained on or within the project. The association shall not limit the installation or use of video or television antennas within the Owner's Exclusive Use Area that is erected on a free standing tripod (not penetrating the Building), including a satellite dish that is of a size and type consistent with Civil Code Section 1376, provided the Owner receives approval of the Board/Architectural Committee. Under no circumstances is it allowable to penetrate the exterior walls, roof, or any common area of the building for dish cables. With prior approval from the Board, cables may be installed through the interior non-common area wall within the water heater closet. However, in considering whether to approve an antenna or to impose requirements on such approval, the Architectural Review Committee cannot violate any applicable law or regulation, including, but not limited to, regulations of the Federal Communications Commission. The Association can restrict installation of an antennae/dish if it is significantly visible from any street or common area and the Association is not obligated to allow antennae/dish installation in the Common Area. In the event that an Owner's balcony position does not allow dish reception, the Owner should contact the Management Company to investigate an alternative solution.

WINDOW COVERINGS

1. Temporary window coverings in a design and color that does not conflict with the surrounding improvements shall be permitted for a period of sixty (60) days from the date that a condominium is conveyed to the Owner from the Declarant.
2. No foil or other reflective materials, bed sheets, paint, newspaper or other non-standard materials shall be used for any temporary or permanent window coverings.

3. All window coverings (including temporary window coverings) shall be beige or white or neutral-toned in color or so lined. Other colors, materials and patterns may be used, provided they are approved by the Board/Architectural Committee.

SIGN CONTROL

Signs, posters, displays, billboards or other advertising devices of any kind may not be displayed to the public view on any portion of the Property or on any public street abutting or visible from the Property, or shown or displayed from any Residence, without the prior written consent of the Board of Directors; however, the following signs are permitted, as long as they conform to applicable local governmental ordinances:

1. Signs required by legal proceedings.
2. One or more signs displayed of customary and reasonable dimensions advertising a condominium for sale or lease may be erected or displayed in any condominium so that it is visible from the Common Area without the prior written permission of the Board. (California Civil Code, Sections 712 and 713.)
3. One (1) signs not to exceed 20 square inches in size, advertising or noticing the existence of a security system on which such sign is located. No security sign can be attached to the exterior of the buildings.
4. Customary window dressings placed in observance of national, religious holidays or special occasion day (e.g. Halloween).

SUMMARY OF ARCHITECTURAL GUIDELINES

The Board will strive to preserve the highest standards and quality of life for each owner within the community. All proposed improvements and modifications to the interior of any condominium must comply with all Association documents and be submitted to the Board, in writing, on the provided forms.

1. No improvement or alteration shall be installed or constructed within the project by an owner or tenant until the plans and specifications showing nature, design, kind, shape, height, width, color, materials and location have been submitted to and approved in writing by the Board or Architectural Committee.
2. In the event that the Board deems it necessary to consult with outside specialists necessary to review the plans or inspect the proposed improvements, the applicant shall be responsible to pay whatever costs are incurred for the consultation. No cost will be incurred, however, without the owner's prior consent.
3. It shall be the responsibility of the applicant to ensure that modifications are consistent with the applicable Building Code requirements. No improvements will be permitted that could impair the structural integrity or mechanical systems or lessen the support of any portion of the living unit or Common Area.
4. The Board may at any time appoint an Architectural Committee to act on its behalf in all matters concerning owner improvements, and from time to time, adopt, amend and repeal, by majority vote, Rules and Regulations to be known as Architectural Guidelines.
5. Any application, which does not contain all of the information required in the Architectural Application, or otherwise fails to contain required materials, will be returned to the applicant as incomplete.

GUIDELINES FOR SUBMITTAL OF ARCHITECTURAL PLANS

The Architectural Committee strives to preserve the highest standard and quality of life for each owner within Parc @ 54 Homeowners Association. Architectural approval must be given for structural changes prior to the start of any work. Parc @ 54 Homeowners Association will confirm the receipt of your plans. The plans will be reviewed and you will receive a written notice of the decision. Please note it takes time for the Architectural Committee to review each application. The Association therefore encourages applicants to begin this process well before the work is scheduled.

To hasten the approval process, please follow these guidelines:

1. Please complete the provided forms and a complete a description of the proposed changes.
2. Include plans, to scale, that show:
 - a. Location of improvement to Unit.
 - b. Complete dimensions of changes proposed.
 - c. Description of materials and color scheme.
3. Please submit the complete applications and plans to Parc @ 54 Homeowners Association in care of the Management Company.

PARC @ 54 ARCHITECTURAL IMPROVEMENT APPLICATION

Date: _____ Owner Name: _____

Property Address: _____ Phone Number: _____

DESCRIPTION OF PROPOSED IMPROVEMENTS (attach plans):

I understand that my proposed improvements may require a permit from the City/County Building Department or other government agencies and I will obtain all required permits before commencing any work. I agree I will do no work that will change the existing drainage patterns. I am aware that any changes may result in substantial damage to adjacent properties.

I will assume the responsibility for any work under the above-proposed improvement that I or my contractor complete, which may, in the future, adversely affect adjacent properties. I will assume responsibility for all future maintenance for this addition or improvement.

Owner's Signature

The adjacent **OWNERS** have reviewed the proposed improvements. We understand that neighbor objections do not in themselves cause denial. The Architectural Committee may contact neighbors to consider their objections, if necessary.

_____ (signature)	Print Name: _____ Property Address: _____
_____ (signature)	Print Name: _____ Property Address: _____
_____ (signature)	Print Name: _____ Property Address: _____

RESULTS: Approved _____ Denied _____ Conditioned Approval _____

Comments: _____

Please submit application & plans to: Parc @ 54, c/o Professional HOA Consultants, 8181 Mission Gorge Road Suite E, San Diego, CA 92120. You may also submit via e-mail (info@phoac.com)

PARC @ 54 TENANT INFORMATION SHEET

Please keep your Association informed. Complete this form and submit to Professional HOA Consultants at 8181 Mission Gorge Road Suite E, San Diego, CA 92120 or via email at info@phoac.com. If any change is made, please inform management so they can update the Association records. The owner is required to provide a copy of the lease agreement or complete this Tenant Information Form whenever the unit is rented/leased.

UNIT ADDRESS: _____

NAME OF RECORDED OWNER(S): _____

MAILING ADDRESS (IF DIFFERENT THAN ABOVE): _____

OWNER'S PHONE # _____ (Home) _____ (Work/Cell)

VEHICLES: Make/Model _____ License: _____

Make/Model _____ License: _____

Make/Model _____ License: _____

IF UNIT IS RENTED OR IF THERE IS A ROOMMATE, PLEASE PROVIDE THE FOLLOWING:

NAME OF TENANT/ROOMMATE: _____

TENANT'S PHONE # _____ (Home) _____ (Work/Cell)

VEHICLES: Make/Model _____ License: _____

Make/Model _____ License: _____

Make/Model _____ License: _____

EMERGENCY ACCESS: (fire, water, leaks etc) **In case of emergency**, please contact:

NAME: _____ PHONE: _____

Does that person have a key? _____

OTHER COMMENTS: _____

OWNER'S SIGNATURE: _____ DATE: _____