

ACQUA VISTA
Rules and Regulations

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1.0 Introduction

This handbook from the Home Owners Association is probably the single most important source of information pertaining to enjoying living here at the Acqua Vista. Every Resident, whether Owner or Tenant, should have a copy of this Handbook. And, most importantly, we need to become familiar with its content! (Extra copies are available upon request from the Building Management for a \$35 printing fee.)

Whether as Owners or Tenants, we believe it is a privilege to live here at the Acqua Vista. As with any privilege, there is always a commensurate responsibility. The fundamental purpose of this handbook is to help us all better understand our collective responsibilities, which help us to live in harmony to pursue the peaceful enjoyment of the Acqua Vista lifestyle. This not only includes our private Living Areas, but all Common Areas as well.

Please keep in mind that if you wish to add or modify any *Rules and Regulations* in this Handbook, you are invited to present your suggestions to the Board of Directors where they will be pleased to consider such changes or additions. These *Rules and Regulations* are intended to be changed or adjusted over time as necessary to reflect the needs of the majority of Residents.

A word of caution: **Ignorance is not considered an excuse!** All Owners shall be charged with the duty and responsibility of ensuring that every person, whether Guest, Tenant/Lessee, or Workperson, is aware of, understands, and complies with the *Rules and Regulations* as set forth in this Handbook. In the event of any conflict between the *Rules and Regulations* and the Declaration or Bylaws, the provision of the Declaration or Bylaws (whichever applies) shall prevail.

2.0 Association Enforcement of Declaration

- 2.1 All Owners, Residents and Guests are required to abide by all established *Rules and Regulations*. Anyone refusing to abide by these *Rules and Regulations* shall face corrective action by the Board of Directors.
- 2.2 The Board has instructed the Property Management Company to require compliance by all Owners, Residents, and Guests with all provisions of the *Rules and Regulations*, Architectural Guidelines, Bylaws and the Declaration.
- 2.3 If there is a violation, the Property Management Company has been instructed to obtain the names and addresses of violators and report this information to the Board. Any Owner may report violations to the Property Management Company, Board, or Appropriate committees.
- 2.4 Procedures are established for the imposition of monetary penalties for infractions only and shall not restrict the Board's right to enforce the Declaration, Bylaws, Architectural Guidelines, or the *Rules and Regulations* by any other lawful manner.
- 2.5 An Owner is not in "Good Standing" if the owner and/or his resident, guest, licensee, tenant, etc is in violation of the governing documents after notice and opportunity to be heard before the Board of Directors or any committee. Units which are delinquent in their assessments are automatically not in Good Standing. For the purpose of this section an owner is considered delinquent if more than (2) months behind in making assessments.
- 2.6 Once the Association receives a written complaint as to a violation of the Association's Governing Documents, including these Rules and Regulations, occurring within the development, or a violation is noted during periodic walk-through by the Board, management and its staff, or by security, the enforcement process may be started against

the offending owner, as set forth below. However, nothing in this section shall obligate or require the Board, or any authorized committee to take such action. Owners are responsible for the conduct of their family members, tenants, guests, invitees, contractors and occupants of their Unit.

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

2.7 Actions That May Be Taken Against Violators

- 2.7.1 Warning letters.
- 2.7.2 Possible hearing and a fine, upon Due Process being followed, in accordance with the fine schedule set forth below.
- 2.7.3 Assessments to reimburse the Association for costs of repairing damage to the Common Area or to reimburse the Association for costs incurred in bringing the Owner's residence into compliance with the governing documents, including but not limited to legal fees, upon Due Process being followed.
- 2.7.4 Suspension of voting rights or rights to use the Common Area facilities, upon Due Process being followed;
- 2.7.5 Instituting Internal Dispute Resolution (IDR);
- 2.7.6 Instituting Alternative Dispute Resolution (ADR);
- 2.7.7 A lawsuit.

2.8 Due Process

- 2.8.1 Due Process shall consist of at least ten (10) days notice as to the nature of the violation and intended penalty, and an opportunity for a hearing before the Board or its designated committee. The notice shall contain the alleged violation, and date and time of the hearing, which may be scheduled concurrent with any regular or special Board meeting, or annual meeting. The owner has the right to attend the hearing and may address the Board. Alternatively, he or she may submit their response in writing. Upon such action being taken, written notice will be sent to the owner within 15 days following such action. This Due Process requirement does not apply to Alternative Dispute Resolution, towing, or lawsuits.

2.9 Enforcement

- 2.9.1 Generally, though not necessarily, the Association will adhere to the following penalties:
- 2.9.2 Upon the first offense, a warning letter and request to correct violation (if applicable) may be sent.
- 2.9.3 If the violation continues, or is not corrected, a letter and notice of a hearing may be sent, in which the owner will be notified of a possible fine, assessment, and/or suspension of privileges.
- 2.9.4 If the violation continues, or is not corrected thereafter, the matter will be sent to the Attorney. Any cost/attorneys fees incurred will be charged as an assessment, after he/she has been provided Due Process.

- 2.9.5 If the violation continues, the Association may offer to submit the dispute to Alternative Dispute Resolution (ADR) pursuant to Civil Code Section § 1354. Any costs incurred for the mediator or arbitrator is to be split among the parties.
- 2.9.6 The Association has the right to proceed with legal action to compel compliance with the documents. The prevailing party of any dispute is entitled to recovery of attorneys' fees and costs.
- 2.9.7 These steps may vary, and legal action may be immediately sought in the form of a Temporary Restraining Order where appropriate.
- 2.9.8 Payment of an assessment or fine, or completion of a suspension period does not eliminate the owner's obligation to correct the violation.
- 2.9.10 Nothing contained herein shall be interpreted to limit or eliminate case-by-case discretion on the part of the Board of Directors with respect to imposition of disciplinary action.

2.10 Definitions

- 2.10.1 "*Violation*" is defined as an act in conflict with the Governing Documents of the Association, including these Rules and Regulations.

3.0 Association Violation Fine Schedule

3.1 Generally, though not necessarily, the Association will adhere to the following schedule:

- 3.1.1 First Offense: Warning Letter and Request to Correct Violation (if applicable). Possible fine not to exceed \$100.00, and/or special assessment to reimburse the Association for costs incurred in compelling compliance, suspension of privileges after due process and hearing.
- 3.1.2 Second Offense: Possible imposition of fine not to exceed \$250.00, and/or individual assessment to reimburse the Association for costs to compel compliance, suspension of privileges after due process and hearing. Institute Alternative Dispute Resolution and/or Internal Dispute Resolution as defined in Civil Code section §1363.810.ET.AL. Filing of lawsuit.
- 3.1.3 Third Offense: Possible imposition of fine not to exceed \$500.00, and/or special assessment to reimburse the Association for costs to compel compliance, suspension of privileges of privileges after due process and hearing. Institute Alternative Dispute Resolution and/or Internal Dispute Resolution. Filing of lawsuit. The following actions may be taken by the Association to enforce violations of the Governing Documents (CC&Rs, Bylaws and any Rules and Regulations). Prior to the imposition of any suspension of privileges or fines for violation of the Association's Governing Documents (CC&Rs, Bylaws, and Rules & Regulations), **except for non payment of assessments**, the Association shall provide the member notice and opportunity to be heard as set forth in California Civil Code Section § 1363 (h).

3.2 Owners are required to remit payment of all assessments in a timely manner. Any Owner who is more than sixty (60) days delinquent in the payment of assessment shall be subject to discipline including but not limited to the following:

- (a) Suspension of their privilege to vote in any Association election in which he or she is otherwise authorized to vote;
- (b) Suspension of their privilege to use the Common Area facilities;
- (c) Suspension of their privilege to use of the valet parking system; (self-parking is never permitted.)
- (d) Suspension of their privilege to grant access to the Project through their intercom system.
- (e) Suspension of package acceptance by Community Attendant

3.3 Any such suspension shall apply to all occupants of the Owner's separate interest, their tenants, guests and invitees where applicable.

3.4 The Association may not impose discipline against any Owner without first providing that Owner fifteen (15) days prior written notice of the Board's intent to hold a hearing to consider imposing such discipline, which written notice shall offer the Owner the opportunity to be heard at that hearing, either in person or in writing on the issue of the Owner's delinquency. The Board shall provide the Owner with written notice of the discipline imposed against the Owner within fifteen (15) days of the date of the hearing, with the discipline and any suspensions imposed to take effect on that fifteenth 15th) day absent receipt of payment in full by the Owner.

3.5 The Board shall have the discretion to temporarily suspend (for the purpose of this section, temporarily shall be no more than 90 days) imposition of discipline upon a showing of extraordinary financial hardship as determined in the sole discretion of the Board.

4.0 Association Procedure for Residential Owner Hearings

4.1 If you have been invited to attend a hearing for an alleged violation of the Association's Governing Documents, the following procedure will be followed:

1. You will be introduced to the Board of Directors and other association representatives.
2. The acting chairperson will summarize the reason for your invitation to the hearing.
3. You may present written or oral evidence to state your position.
4. The requirements of the Association's Governing Documents will be reviewed for clarification of issues.
5. The Board may ask you questions.
6. You may ask the Board questions and make a final statement.
7. The Board appreciates your participation in the foregoing. The Board will deliberate and vote in closed session.
8. You will be notified of the Board's decision, in writing, within ten business days.

5.0 Association Forms and Attachments

- 5.1 The following forms and attachments are provided to Residential Owners for use as appropriate. Additional forms may be obtained by request from the building manager. Forms may be returned personally to the building manager or by Fax to the Management Office at (619) 234-3279
- 5.2 Rules And Violations Report - This form must be completed in order to report violations to the Association. Appropriate action will be taken to confirm the violation and commence enforcement per the Enforcement Policy. All reports will be held in confidence and reviewed only by the Board of Directors, Management and the Association's legal counsel if necessary. This form may be faxed or mailed to the Management office.
- 5.3 Listing Broker / Agent Entry Authorization Form – If selling your home, please complete this form and provide it to the lobby staff or building manager.
- 5.4 New Resident Building Access Information Form – New residential owners should complete this form providing information the building manager or staff may use to contact you in event of emergency. This form is also used to document your tenants, your vehicles and approved guests.
- 5.5 Change Resident Building Access Information Form – This form is used by the residential owner to document changes in tenants, personal vehicles or permanent guests.

6.0 Association General Rules and Regulations

- 6.1 All owners, tenants and guests are bound by the Declaration, Bylaws and the Association's Rules and Regulations as set forth here. The Board of Directors may review the rules and regulations contained herein from time to time and make appropriate revisions.
- 6.2 No Owner, resident or guest shall communicate rudely or disrespectfully with the Board, on site staff or other vendors in the act of performing their duties in behalf of Acqua Vista. The proper responsibility for direction and discipline of such staff and vendors resides solely with the Board. Complaints are only invited to be addressed to the Board. Unauthorized behavior of this nature shall be grounds for immediate disciplinary action and will carry a \$250.00 fine.
- 6.3 The CC&R's require all Residents to carry proper insurance. Unit Owners are required to carry adequate Homeowner's (Condominium) Insurance on their condominium unit whether they reside in the unit or rent the unit. In addition, Renters are also required to carry proper Renter's Insurance. Proof of insurance in the form of an up to the day declarations page MUST be provided to the Association through the Management office. Failure to maintain insurance and provide acceptable proof to the Association may result in fines being assessed until proper insurance is obtained.
- 6.4 Every unit Owner is required to maintain their condominium unit whether occupied or not. Units that remain empty for any period of time must be periodically inspected by Owner for possible/potential water leaks or dry traps. Plumbing traps must be maintained in a wet condition at all times to avoid back-ups of sewer gases or sewer water into the building. If damage to common area results from an Owner failing to properly inspect and maintain their unit, the unit Owner shall be responsible for all damage. Absent a showing of negligence by the Association, the Association will not be responsible to a unit Owner for sewer back-ups, floods or other damage caused to the unit or personal property as a result of the failure of an Association common area maintained items\component.

- 6.5 The Association appreciates our realtor community and wishes to assist realtors in selling units in the building. Lock-boxes are not allowed to be placed on any common area property and will be removed by the Association at the unit Owner's cost. The lock-box room located in the north lobby is a convenience set up by the Association to assist realtors. This room and access to it provided by the Association is privilege and is not included in monthly assessments. The Board may determine, at any time and without prior written notice, to eliminate this privilege or charge realtors for use thereof.
- 6.6 All move-in's / move-out's must be scheduled with the Community Attendant at least 72hrs in advance of the move. Insurance must be provided as outlined in the move-in/move-out procedures prior to the move. Small items being hand carried by an individual that pose no threat of damage to the common area are not considered a move. Moving of furniture or items that are bulky or in the opinion of the Board may cause damage to the common areas is not allowed unless the move is scheduled ahead of time with Management. There is currently a Move-In fee of \$125.00 to cover the cost of elevator protection and floor inspections before and after the move.

7.0 Balconies, Patios, and Decks – Exclusive Use Areas

- 7.1 No items (including potted or hanging plants) may be placed on the outside of the railing of any balcony, patio, or deck. Satellite dishes or parts thereof may not extend past the railing. Potted or hanging plants may be placed on the inside of the railing, however, the container and plant material can not extend beyond the balcony, patio, deck, or such other location as may pose a risk of injury to persons or property.
- 7.2 Blinds or canopies attached to the exterior of the buildings are not allowed, this includes free-standing umbrellas, screens or sunshades such as bamboo unless your balcony is over 100 square feet. If your balcony is over 100 square feet, items are subject to approval of the architectural review committee prior to installation and must be securely weighted at all times.
- 7.3 Draping of clothing, towels, flags, banners or any objects from balconies, patio or courtyard walls is not permitted. Flags may be displayed with a free-standing base.
- 7.4 Pets may not be left unattended on balconies, patios, or decks. Pets are not permitted to urinate or defecate on balconies, patios or decks
- 7.5 NO ITEMS MAY BE THROWN OR SWEEPED FROM THE BALCONIES.
- 7.6 The cleaning of the balcony decking area and balcony railings is the responsibility of each individual owner. Care must be taken to prevent irrigation and cleaning water and detergents from running and dripping over the edges of the balcony area onto the balconies below. Make sure potted plants have appropriate catch basins underneath them. Each Owner shall be responsible to pay for window cleaning and the repairs of any water damage on their balcony or deck or that causes damage to the property of others.
- 7.7 Children must be monitored while on these balcony areas and must not be allowed to climb or stand on the railings.
- 7.8 The balconies of a Unit are to be used as outdoor living areas, and may contain patio furniture, potted plants and other similar outdoor furnishings, which comply with the standards governing the appearance of such items (including without limitations, size, materials, color and fabric). When in doubt, address your inquiries to management.
- 7.9 The balconies and patios shall not be used for storage of any type. The balconies shall be maintained in clean, neat and sanitary condition at all times and nothing shall be placed on the

balconies so as to render them unsightly or offensive to any other property in the vicinity of the Project or its occupants. Grass, sod, soil or other materials of this type are not allowed to cover or to be placed upon or within any balcony, patio or deck.

- 7.10 No barbecues or any other type of grill shall be placed or used on any balcony or deck.
- 7.11 Items such as bicycles, surfboards, etc. are not permitted on balconies, patios or decks.
- 7.12 Improvements including without limitation, plants, fountains and other landscaping features within the Exclusive Use Patio Area, Exclusive Use Balcony Area and/or Exclusive Use Deck Area shall be subject to these rules and regulations and the Architectural Guidelines and any Improvements within such areas shall require the approval of the Architectural Committee.
- 7.13 Unless installed by Developer, no vegetation shall be permitted to extend beyond the railings, fences, walls and/or other boundaries of the Exclusive Use Balcony Area, Exclusive Use Patio Area or Exclusive Use Deck Area, except when approved by the Architectural Committee.
- 7.14 No Owner shall change or alter the surface of any Exclusive Use Patio Area, Exclusive Use Deck Area or Exclusive Use Balcony Area without the written consent of the Architectural Committee.

8.0 Building Access

- 8.1 Acqua Vista is equipped with video cameras, controlled access doors and locking mechanisms, proximity sensor panels, fire monitoring and fire-life systems and related building improvements. However, no building has completely secure facilities and no warranty is expressly made or may be implied as to resident safety. It takes the vigilant observation and prompt action of the owners in order to prevent accidents, unauthorized access and failure of these systems. Please report any observed condition and violations promptly to the Building Management office and/or property management.
- 8.2 All occupants of the residences, including its lessees, will be assigned and issued proximity sensor devices (keycard or key fob) and a garage remote(s) at the time of move-in, by the previous owner of the unit. It is the resident's responsibility to contact Management to have these devices reprogrammed. Access granted will be to the Recreation Facilities and to all tower floors. These devices are a vital part of the overall security system. The loss or unauthorized distribution of these sensor devices weakens the security system. These devices are used for access at the main entrances and parking garage entrance. Access to certain portions of the common area may be restricted for specified reasons or during restricted time periods.
- 8.3 There is currently a \$75 charge for the replacement of each access device that may be lost or stolen. **The Board may increase this fee at any time without prior written notice.** These devices must be turned over to the new owner when there is a change in unit ownership. Such replacement charges may be changed from time to time without notice. Damaged or extra devices can be replaced at the Management Office for the cost of the device plus a minimal handling charge.
- 8.4 The Association does **NOT** and will **NOT** assume **ANY** risk for injury, loss or damage of any kind, directly or indirectly resulting from, or connected with, the resident's choice to issue keys to cleaning personnel, employees, visitors, etc. The Association, Board of Directors and Management shall not be liable for any occurrence or incident connected to this action.
- 8.5 Each Owner/Resident shall have the right of reasonable access for egress and ingress to and from their Living Unit.

9.0 Holiday Tree Disposal

- 9.1 Only fire retardant ornamental trees are permitted as requested by the Fire Department. The building manager should be contacted to assist in the removal of your tree after the holiday season. The Association will supply proper disposal containers located in the North first floor recycling area for a period of two weeks after Christmas Day. All trees MUST be properly disposed of in the tree containers within that time frame or the Resident will be charged individual disposal fees.
- 9.2 Ornamental trees being removed shall have covering to prevent debris falling in the common areas. Residents that fail to properly wrap trees shall be charged all clean-up costs and shall be subject to fines as deemed appropriate by the Board.

10.0 Common Areas

- 10.1 Residential common areas include: corridors and halls, elevators, lobbies, pool/spa area, fitness center, parking garage (except for exclusive use areas assigned to the unit) and the building structure.
- 10.2 Parents or guardians are responsible for the conduct of their minor children and grandchildren. Because of the Association's concern for their safety and to ensure the comfort and privacy of other residents, minor children under the age of 14 should not be allowed in the elevators, passageways, recreation areas, lobbies or common areas unless accompanied by an adult.
- 10.3 No loud talking, unnecessary noises or boisterous conduct is permitted at any time. This includes, but is not limited to, televisions, radios and/or other sound emitting devices. Common courtesy shall be observed at all times. Consideration of your neighbors will enhance the enjoyment and tranquility of all.
- 10.4 Residents will be responsible for any and all actions of their guests, lessees, contractors, employees and anyone upon the premises by their instruction, invitation or permission.
- 10.5 Owners will be responsible for and bear all costs of repairs and/or replacement for any damage to the building, recreational facilities, equipment, or any other common area property, if it is determined that the damage was caused by the resident, its lessees, guests, employees or contractors.
- 10.6 Obstruction of the corridors, lobbies, hallways, stairways, or entranceways throughout the property is not permitted.
- 10.7 No resident shall store or place anything in or upon the common areas, lobbies, hallways, stairways, or public areas. This includes, but is not limited to, floor or door mats at door entries, potted plants, signage, pictures, paintings, items of furniture, etc.
- 10.8 No signs, symbols, door knockers or similar features and equipment shall be hung, installed, or attached to the door or entry area to the residential unit, which can be seen from the common area corridor and hallway.
- 10.9 Dusting, brushing or cleaning personal belongings in any common area is not allowed.
- 10.10 Outside antennas or signs may not be placed in the windows or on the balconies of any unit. Satellite dishes and similar devices are subject to architectural review.
- 10.11 Residents may not borrow or remove any equipment or property belonging to the Association. A driver's license will be required to borrow any equipment
- 10.12 Proper attire must be worn whenever entering the common areas. Shoes and shirts are required to be worn at all times while in the common areas (except within the pool and spa

areas). Anyone going to and from the fitness room and pool/spa area must wear a cover-up. Precautions should be taken to prevent excess water from dripping onto interior surfaces and flooring, which may cause a slippery and dangerous condition.

- 10.13 The lobbies or community room areas may not be used for napping or sleeping. These areas are strictly for the meeting and entertainment of residents and guests.
- 10.14 Residents must not prop open any common area or residence door or perimeter gates at anytime.
- 10.15 The roof area, related mechanical rooms and internal stairwells are off limits for use by guests or residents except in an emergency situation. A fine of \$250 will be levied for violation of this rule.
- 10.16 Skateboards, scooters, bicycles or rollerblades are not allowed in any interior common areas.
- 10.17 Smoking is not allowed in any common interior or exterior area, building corridors, pool/spa area, garden area, parking garage, or elevator. Cigarette and cigar butts must be placed in proper receptacles if you are smoking on your balcony or exclusive use deck Smoking is prohibited on exclusive use patios, balconies, and decks, if smoking unreasonably interferes with the quiet enjoyment of other residents.
- 10.18 Drinking of alcoholic beverages is not allowed in any common area except the Pool/Spa Area. In the event that you choose to drink at the pool/spa area it must be done in a container that is plastic. No Glass items are allowed in the pool/spa area.
- 10.19 The on-site office will handle Lost and Found. Please turn in any found items to that office.
- 10.20 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.
- 10.21 Should an emergency situation occur, the building personnel and all other types of emergency personnel must have authorization to enter your residence and shall use forcible entry, whenever necessary. In the event that this emergency entry is not the direct result of a resident maintenance item or action, the Association will be responsible for damages resulting from accessing your unit.
- 10.22 No exterior clothesline shall be erected or maintained or hung on balconies or railings within the Project and there shall be no exterior drying or laundering of clothes or any other items on any Exclusive Use Common Area or Association Property.
- 10.23 No patio, deck, balcony or parking spaces shall be used for storage purposes, including, without limitation, the storage of bicycles, surfboards, etc.
- 10.24 No Residents shall Modify Association Property or Common Area. Except as otherwise specifically provided in the CC&Rs, no Resident shall have the right to alter, paint, decorate, remodel, landscape or adorn any part of the Association Property or Common Area without the written consent of the Board.

11.0 Deliveries

- 11.1 Management and the Association cannot be responsible for the acceptance and/or delivery of parcels to a resident's unit in the resident's absence. Parcels (excluding perishables) delivered by UPS, Federal Express, the U.S. Postal Service and others that cannot fit in the mailbox may be accepted and held at the parcel room for resident pickup. The on site staff will attempt to leave a telephone and/or written message for the resident. Packages will only be

held for five days before they are returned to the delivery company unless prior arrangements are made by the Resident.

- 11.2 Similarly, the Association and Management will not be held responsible for any other deliveries including floral arrangements, gifts, furniture and the like. Residents must leave a written notification related to any of these known deliveries. Such items will be left in the parcel room for resident pick up for no longer than (2) two days. After (2) days the package will be returned to sender..
- 11.3 Parcel acceptance by the Association on behalf of Residents is a privilege. As it is a privilege the Association will take no responsibility for lost or stolen packages. The Association may suspend or terminate this privilege for any Owner that is not in good standing or the occupant of any unit where the Owner is not in good standing. Residents who over use this privilege or who use this privilege for commercial or business purposes may be charged individual fees by the Association. The Board will determine fees based on the amount, size or weight of packages received by individual Residents on a daily, weekly or monthly basis.

12.0 Disturbances / Nuisances

- 12.1 Residents are responsible at all times for the reasonable conduct of themselves, their occupants and guests. Loud or boisterous conduct anywhere on Acqua Vista property, including your residence, which disturbs the comfort and quiet enjoyment of others, is prohibited.
- 12.2 In the event a neighbor or guest is causing a disturbance, the person being inconvenienced should promptly telephone the community attendant the time of the disturbance.
- 12.3 No person shall discharge into the Project's sewer system or storm drain any toxic or noxious or pollutant matter in such concentrations as to be detrimental to or endanger the public health, safety, welfare, violate any law, subject any Owner to liability under state and federal law for any clean-up or cause injury or damage to common areas, neighboring property or business elsewhere on or adjacent to the Project.
- 12.4 No air pollutants or contaminants sufficient to create a nuisance shall be discharged at any time.
- 12.5 The volume of radio, stereo sets, television, and musical instruments shall be held to a reasonable level at all times so other residents are not unreasonably disturbed. After 10:00 p.m. the volume must be significantly reduced so as not to disturb other residents. The limitation after 10:00 p.m. shall be strictly construed.
- 12.6 Speakers and floor supported musical instruments (i.e. pianos and organs) must be properly isolated from direct contact with floors and walls in order to minimize vibrations.
- 12.7 Neither ordinary nor usual uses the Residential Units allowed by zoning or ordinary and usual techniques of construction of improvements permitted hereunder shall be deemed a nuisance.
- 12.8 If an occupant of a unit opens the front door of a condominium unit which results in a discharge of dust, smoke, or any contaminant that sets off the corridor smoke detectors, the Owner of that unit may be responsible for all costs and also subject to a fine from the Association. The reason is this activity too often results in an alarm which causes a Fire Department response. As this is considered by the Fire Department to be a "false alarm", the Association receives a substantial invoice\charge from the Fire Department.

The fine amount to the Owner (not to exceed \$500) will be at the discretion of the Board of Directors after notice and opportunity to be heard. Note: Any person that tampers with or otherwise interferes with a life-safety device may be subject to other civil or criminal penalties. Smoking in common areas is strictly prohibited.

13.0 Elevators

- 13.1 If a spill occurs (i.e., plant soil, food, pet waste, etc.) it is each person's responsibility to locate, identify and clean the spill immediately.
- 13.2 Open beverage or food containers are discouraged in the elevators at any time.
- 13.3 No person(s) shall play with or wrongfully manipulate the elevator stop switches. The elevators have been electronically programmed to provide the most efficient service under normal conditions. Holding open elevator doors, pressing order buttons and corridor buttons unnecessarily will cause the service to be less efficient for everyone. No person shall hold, pull, or otherwise touch or obstruct or block open elevator doors at any time.
- 13.4 If the elevator stops unexplainably and stalls, **REMAIN CALM!** Use the intercom provided in the elevator to notify the service company. Service personnel will come as soon as possible to let you out.
- 13.5 Guests under 13 years of age are not permitted to ride the elevators unless accompanied by an adult. Parents should emphasize to their children that elevator abuse will not be tolerated. (See 11.2 hereinabove for ambiguity)

14.0 Fitness Center

- 14.1 The Fitness Center will be open for use from 5:30 a.m. to 11:00 p.m. except for periods of cleaning. The Board shall have the right to modify the hours upon resolution. Use of the Fitness Center is limited to two (2) guests' total, at any given time. All persons entering the Fitness Center must use their fob key each time they enter the area and must wear identification wrist bands at all times while in the room. Users not wearing the proper identification band will be asked to leave the area until the band is presented to Management or the Community Attendant.
- 14.2 Radios and music playing devices may be used only with headphones.
- 14.3 All Association equipment must remain inside the Fitness Room. Free weights must be set down softly and shall not be dropped at any time.
- 14.4 Residents must be at least eighteen (18) to use the Fitness Center without a Resident adult or legal guardian in attendance.
- 14.5 Children under sixteen (16) are not allowed in the Fitness Center.
- 14.6 A resident must accompany all guests.
- 14.7 All equipment shall be wiped down after each use. Residents are required to bring their own towel to the fitness center to be used to wipe down equipment when finished.
- 14.8 All equipment is to be used as intended. Please lower the weight stacks on the equipment to their start positions in a manner to avoid striking other plates.
- 14.9 Residents shall not attempt to store or place any personal equipment in the Fitness Center.
- 14.10 No glass containers or food items are allowed in the Fitness Center.

- 14.11 Professional trainers who tend to Residents must register at the Management Office before entering the Fitness Center.
- 14.12 All persons using the Fitness Center do so at their own risk.
- 14.13 No pets are allowed in the Fitness Center.
- 14.14 The Board of Directors reserves the right to deny use of the fitness center to anyone at any time.

15.0 Valet Parking Guidelines

- 15.1 Residents should not tip or provide gratuities of any type to the valets per the venter contract in place with the parking management company. Please do not tip the valet attendants.
 - 15.1.1 Each resident is responsible for closing up their vehicle before leaving it with the valet. This includes closing all windows, sunroofs, and convertible tops. The valets will make an effort to close the driver's window, but will NOT be responsible to close all windows, sunroofs or convertible tops if the resident has left them open.
 - 15.1.2 It is recommended you contact the valet station prior to proceeding to the garage to pick up your vehicle. Call down delivery service is NOT to be used as a means of retrieving items from your vehicle. Once you call down for your vehicle, you are asked to retrieve your vehicle within 10 minutes or it will be re-parked and you will be required to wait for your vehicle to be retrieved. Any resident who abuses the call down delivery service by repeatedly failing to pick up their vehicle in a timely manner or as an item retrieval service shall be denied continued use of the call down privilege.
- 15.2 Cars will be available on a first come, first served basis, including those contacting the valets station by phone.
- 15.3 Placards will be issued to each resident identifying their vehicles as being permitted to park in the garage. Any vehicle entering the garage without a placard will be denied use of the garage. Any vehicle not displaying a proper readable placard in the windshield area will be towed at the owner's expense.
- 15.4 Valet parking is not an option, you may not Self Park.
- 15.5 Except as set forth in CC&R's, Only Employees, Contractors, Consultants, or Vendors, etc., working for or on behalf of the Association are not required to use the Valet and may self-park in areas or spaces assigned by Management upon issuance of Contractor/Employee parking passes.

15.6 Definitions

- 15.6.1 "*Recreational vehicles or equipment*" shall include any mobile home, trailer of any kind, truck (except three-quarter ton or smaller pick-up

without campers), unmounted camper, boat or any other recreational vehicles, or a disabled vehicle of any kind. This shall also include any pick-up trucks or commercial vans with shells or tops extending above the cab level beyond one (1) foot.

15.6.2 “*Commercial vehicle*” shall include *any* truck or van greater than one and one-half (1.5) ton capacity and/or any vehicle with a sign displayed advertising any kind of business or on which racks, materials, and/or tools are visible, or with any body type normally used as a business vehicle whether or not it is used in a business or whether or not a sign is displayed.

15.7 Commercial, Recreational, Oversized, Non-Operational, and Miscellaneous Vehicles

15.7.1 All vehicles within the garages must be operational and exhibit current license tags. Any non-operational vehicles or vehicles without current registration tags may be towed.

15.7.2 No commercial vehicles or recreational vehicles or equipment may be parked in the garage. Any commercial vehicles or recreational vehicles or equipment parked in the garage may be towed.

15.7.3 Vehicles which are not licensed as street legal, including but not limited to: off-road motorcycles, ATV’s, and go-carts may not be parked in the garage.

15.7.4 Oversized vehicles such as limousines, extra large vehicles, etc. may not be parked in the garage.

15.7.5 Any vehicle which does not fit with a parking space may be towed.

15.8 The speed limit in the garage/valet area is no more than 5 MPH. Please come to a stop before entering or exiting the ramps. It is recommended that your headlights be turned on while driving in the garage/valet area.

15.9 Excessive oil leaks and stains caused by a resident’s vehicle will be subject to fines and/or the cost of clean up and repairs. Preventative maintenance of your vehicle will help to alleviate this issue. Vehicles that are found to leak excessively will be prohibited from parking in the garage until proper corrective action has been taken.

15.10 No excessive noise from vehicles or revving up of engines is permitted at any time.

- 15.11 No working on vehicles is permitted anywhere in the garage area. The term "working" includes, but is not limited to, washing, waxing, changing oil, light maintenance, etc.
- 15.12 Should a car alarm continue to go off, the Association may, at the resident's expense, hire a locksmith and take whatever action necessary to stop the noise. Vehicle alarms that do not automatically go off after a short interval are not allowed.
- 15.13 All signage and directional pavement markers must be followed.
- 15.14 Any vehicle that is parked so as to impede the normal flow of traffic, blocks access of other residents' parking, or obstructs access of Fire Department and/or obstructs emergency vehicles shall be towed immediately and WITHOUT NOTICE at the violator's expense.
- 15.15 All parking regulations contained in the California Vehicle Code are adopted and shall be enforced anywhere within the Community (such as no parking in fire lanes, no parking on sidewalks, etc.).
- 15.16 Enforcement and Towing

15.16.1 Except as may be required by California law, any vehicles in violation of these rules may be towed without notice at the vehicle owner's expense. Notwithstanding this right to tow without notice, the Association may, but is not necessarily obligated to issue warnings, tickets or violations in lieu of, or in addition to, towing. All costs incurred, including attorneys' fees, will be charged to the owner of the violating vehicle and/or the owner of the applicable unit.

Vehicles who violate these rules in which towing is inapplicable, i.e., violation of speed limit, may be fined, voting rights or rights to use common area recreational facilities may be suspended, or a Special Assessment may be imposed, after notice and an opportunity for a hearing are provided to the offending owner.

15.17 Bicycles

15.17.1 Bicycles must be stored within the owner's assigned storage cage or parked in the area designated for bicycles. Vehicular parking spaces and other areas (see paragraph 8.11) may not be used for storing bicycles.

15.17.2 Bicycles may be transported from the lower garages to the street level only in the freight elevators. Bicycles are not allowed in any other elevators.

- 16.0 **Garage and Parking** (Please note-parts of this section shall only apply if the Valet Parking System is abandoned).
- 16.1 The speed limit in the garage is no more than 10 MPH. Please come to a stop before entering or exiting the ramps. It is recommended that your headlights be turned on while driving in the garage area.
- 16.2 Any vehicle that is parked so as to impede the normal flow of traffic, blocks access of other residents' parking, or obstructs access of Fire Department and/or obstructs emergency vehicles shall be towed immediately and WITOUT NOTICE at the violator's expense.
- 16.3 All vehicles within the garages must be operational and exhibit current license tags.
- 16.4 Any vehicle wrongfully parked in any homeowner's assigned parking spaces, or any vehicle that is parked in unassigned spaces will be towed at the violator's expense.
- 16.5** The parking garage is for Residents only. All spaces are assigned to those units they have been designated. Likewise, all exclusive use storage areas are similarly assigned. If residents agree to a trading of spaces, you may contact management to do so. Should a handicapped person need a handicapped space, residents using those spaces will be contacted to request a change, as required by the CC&Rs. Should it be necessary, a lottery or drawing will be held to determine which person shall give up their assigned space. **This rule will only apply if the Valet parking is dissolved.**
- 16.6 Vehicles belonging to Resident's guest and maid service must valet park. Guests or maid service personnel must present the proper placard at the gate or they will be denied use of the garage. The homeowner shall be solely responsible for the actions of guests and maids within the garage and liable for any damages caused by said persons.
- 16.7 Excessive oil leaks and stains caused by a resident's vehicle will be subject to fines and/or the cost of clean up and repairs. Please use and monitor the condition of oil catching and absorbing materials underneath your vehicle to prevent excessive staining. Preventative maintenance of your vehicle will help to alleviate this issue. If a residents vehicle(s) leak excessively the vehicle will be prohibited from parking in the garage until corrective maintenance is taken.
- 16.8 No Owner shall rent or otherwise allow the use of a Parking Space by anyone other than an Owner or occupant of a Living Unit or their guests, except with the written approval of the Board.
- 16.9 No Excessive noise from stereo system, vehicles, or revving up of engines is permitted at any time. Vehicles that are of sufficient size to set off car alarms when driven in the garage will not be parked in the parking garage.
- 16.10 Your vehicle must fit in your space and not affect your neighbor's space. Oversized vehicles such as limousines, extra large vehicles, etc., may not fit in your space and, in such circumstances it will be necessary to find outside parking off the premises. The Board may grant use of the garage to oversized vehicles as a privilege and will work with residents to assist in parking needs. Any homeowner that is not in good standing with the Association may be denied this privilege. Not in good standing is generally defined as in violation by the resident or owner and/or delinquent in payment of assessment or fines. .
- 16.11 No working on vehicles is permitted anywhere in the garage area. The term "working" includes, but is not limited to, washing, waxing, changing oil, light maintenance, etc.
- 16.12 Please take care when opening your car doors so you do not chip the pain off or dent your neighbor's car.

- 16.13 Should a car alarm continue to go off, the Association may, at the resident's expense, hire a locksmith and take whatever action necessary to stop the noise. Vehicle alarms that do not automatically go off after a short interval are not allowed.
- 16.14 Boats, jet skis, trailers, campers or unregistered vehicles, etc. are not permitted within the project at any time. Additionally, spaces are not to be used for storage of any items.
- 16.15 Bicycles must be stored within the owner's assigned storage cage or parked in the area designated for bicycles.
- 16.16 Bicycles are not allowed in any elevators. Bicycles must be walked from their storage spaces in the garage up and down the parking ramps to street level. Care should be taken to avoid vehicles. Bicycles must display a community sticker on the top of the front down tube and must be registered with the Association for identification purposes. Bicycles that are abandoned or chained/locked to any building component other than a proper bike rack will be removed by the Association and held for retrieval for 30 days at the owners' expense. The Association will make every reasonable effort to contact the rightful owner of the bicycle, but will dispose of the bicycle after 30 days if the owner fails to claim the bicycle. The Association will not be liable to the owner of the bicycle for failing to properly register, store or retrieve the bicycle.
- 16.18 Parking is at the risk of the vehicle owner or person driving the vehicle. The Association, its Agent, Board of Directors, Insurance Company, or Management is held harmless and not liable for any damages and/or losses whatsoever.
- 16.19 All signage and directional pavement markers must be followed.
- 16.20 Please note that in the event that the Association abandons Valet parking, you may be required to move your vehicle in an emergency situation.
- 16.21 Free motorcycle (to include scooter) parking is a privilege the Board may grant to residents. Residents must apply to the Association for a motorcycle permit and must show proof of insurance and current registration. A total of two spaces may be granted to any one unit owner. Motorcycle stickers must be placed on the front of the left fork tube as close to the axle as possible. The motorcycle must be registered with the Association for identification purposes and will be assigned a space in the motorcycle parking area or other area of the garage based upon needs. Motorcycles not registered with the Association, parked in an unassigned space, parked in another resident's space or not displaying proper permits will be towed from the garage without notice at the resident or owner's expense. The Board or Management may grant short-term guest motorcycle parking upon written request by a resident. A temporary parking location will be assigned for guests per application. Any member not in good standing with the Association will be denied free motorcycle parking and will be required to park off site or pre-pay full cost for renting a parking space. Motorcycle must have current vehicle registration and insurance and must be in proper working condition or they will not be granted any parking privilege.

17.0 Handicap Parking (Again, this section shall only apply if the Valet System is abandoned).

- 17.1 Acqua Vista will contain handicap parking spaces. The Owner of a parking space which was designated as a handicap parking space and who is not handicapped shall exchange with the resident of another home in the project who is or becomes handicapped for an extended and continuous period (regardless whether the handicapped resident is a new resident) the right to use such handicapped parking space. This is provided if such handicapped person makes available to the resident of the other parking space the handicapped persons space that they

would otherwise be entitled to use. Evidence of handicap status shall only be by distinguishing license plate or placard issued by the Department of Motor Vehicles. There is no guarantee that there will be sufficient Handicapped parking spaces to meet the need of all Residents. As noted above, if those requested to exchange will not, then a lottery or drawing may be held to determine who shall do so. **This rule will only apply if valet parking is dissolved.**

18.0 Pets

- 18.1 The Association documents provide for residents to enjoy their pets. At the same time, certain rules are necessary to ensure that pets maintained on the premise do not impose a nuisance or burden on other residents and guests.
- 18.2 Pets shall not be left unattended in the Common Area or on patios, decks or balconies of a Living Unit.
- 18.3 All dogs and cats must be registered on the Owner Information Form with proper immunizations records.
- 18.4 All dogs kept within the complex shall have a current license and name tag.
- 18.5 All dogs MUST accompany qualified residents by leash in and upon all common areas.
- 18.6 No exotic pets, livestock, reptiles, insects or poultry shall be kept in any home. Usual and ordinary domestic pets, including dogs, cats, fish, and birds inside cages may be kept as household pets within any home provided they are not kept, bred or raised for commercial purposes.
- 18.7 Balconies, patios, or decks are not to be used for feeding or watering pets or birds. Pets may not be left unattended on balconies, patios, or decks. Balconies, patios or decks are not to be used for droppings deposited by a pet (i.e., no litter boxes, etc.).
- 18.8 Not more than a total of two (2) dogs (other than pit bulls, rottweilers, or other breeds of animals known to be aggressive, which in the reasonable determination of the Board are determined to be a threat to the safety of the occupants of the Project shall not be allowed under any circumstances in the Project) and/or cats (i.e., not more than two (2) dogs and/or two (2) cats, or one (1) dog and one (1) cat are allowed per household) shall be permitted to be maintained in the Project, provided such animals are not kept, bred or raised for commercial purposes.
- 18.9 It is requested that you carry your pet whenever in the common areas. Pet Owners are required to use their own towel to wipe off their pet's paws before entering the building to avoid leaving prints, mud or water on interior flooring. Residents are also required to dry their pet before entering the building if the pet is wet from rain. Residents are required to clean up flooring if their pet slobbers or drools on the tile floors. Residents who do not clean up after their pet will be charged for clean-up costs and may also be fined
- 18.10 No resident or tenant may maintain any aquarium or other container that contains or is capable of holding more than 30 gallons of water.
- 18.11 The Board shall specifically have the power to prohibit the keeping or maintenance of any animal, which, in the opinion of the Board, after Notice and Hearing, is deemed by the Board to constitute a nuisance to any other Resident in the sole and exclusive opinion of the Board.

- 18.12 Each person bringing or keeping a pet within the Project shall be absolutely liable to other Residents and their Invitees for any damage to persons or property caused by any pet brought upon or kept upon the Project by such person or by members of his or her family or Invitees and it shall be the duty and responsibility of each such Resident to clean up after such animals that have deposited droppings or otherwise used any portion of the Project or public street abutting or visible from the Property. Failure to clean-up after an animal will be grounds for immediate disciplinary action. This shall mean proceeding to step 2 of the violation/fine process. .
- 18.13 Guests are not permitted to have pets on the premises.
- 18.14 Animals belonging to Residents must be kept within an enclosure or on a leash held by a person capable of controlling the animal.
- 18.15 UNCONTROLLED ANIMALS in the common area are subject to immediate restraint and will be turned over to the Humane Society and/or the owner of the pet will be subject to the violation process of the Association.
- 18.16 Pet owners must control their pets at all times so as to not destroy, ruin or otherwise damage planted areas, trees, shrubbery or other landscaped areas on the property. The pet owner is liable, through whatever means available, for any damage. Residents are not allowed to let their pet urinate or defecate in or upon any part of the common area or building property. This includes the building landscaping areas that surround the building at the public sidewalk. Residents that violate this rule will be subject to a fine and replacement cost if necessary. .
- 18.17 All pet owners shall be responsible for a pet's nuisance and noise disturbance. Dogs are not to bark unnecessarily or incessantly. Such nuisances will begin the violation process.
- 18.18 No pets are allowed in the Fitness Center or Pool & Spa area at any time.

19.0 Recreation Areas

- 19.1 The recreation areas, which are located in and upon the common areas of Acqua Vista, are: the fitness center, garden walks, swimming pool, and spa areas. At a future date this may also include a community room. Please note the following general rules:
- 19.2 The recreation areas are for the exclusive use of all Residential Owners and their guests. Proper identification must be presented to the Community Attendant or management personnel upon request.
- 19.3 See the Building Security section concerning the use of proximity sensor cards for access into these areas, as appropriate.
- 19.4 Personal furniture, other than that provided by the Association, shall not be used in the recreation areas. Association provided furniture, accessories, games and equipment shall not be removed from those areas. Persons who use these recreation rooms and areas are responsible for the removal of all articles brought there by them, including towels, books and magazines, food and beverages, and related debris and trash.
- 19.5 Glass containers are not to be brought into the recreation areas with the exception of the community room that does allow use of glassware.
- 19.6 Running, horseplay, loud noises or activities, aggressive, drunken or lewd behavior is prohibited.

- 19.7 All persons using the recreation areas, including but not limited to the fitness center and pool/spa, do so at their own risk.
- 19.8 The Association, managing agent or manager may post additional rules in the recreation area from time to time, and residents must conform therewith.

20.0 Rental of Residential Condominiums

- 20.1 An Owner shall be entitled to rent the Owner's Condominium subject to the following guidelines:
- 20.2 All Owners who rent their Condominiums shall submit names and contact numbers for their tenants to the management company for the Project.
- 20.3 Any rental or lease agreement shall be in writing, shall provide that the lease or rental is subject to the Project Documents and shall provide that any failure to comply with any provision of the Project Documents shall be a default under the terms of the lease agreement.
- 20.4 Leases shall be for a minimum of six (6) months.
- 20.5 A copy of the Governing Documents, including *Rules and Regulations* and *Owners Manual*, shall be provided by the Owner to each tenant or lessee. Written proof that such items were provided and signed for by the tenant shall be delivered to the Building management.
- 20.6 The Owner shall forward an executed copy of a lease to the Building management with the telephone number and street address of the resident Owner.
- 20.7 Owner shall be liable for violations of the Rules and Regulations of the tenant once they have been notified and the violation persists.
- 20.8 The Owners shall, at all times, be responsible for their tenant's or lessee's and their guests compliance with all of the provisions of this Declaration pursuant to the occupancy and use of the Condominium.
- 20.9 A lessee shall have no obligation to the Association to pay assessments imposed by the Association nor shall any lessee have any voting rights in the Association.
- 20.10 No Owner may lease a Condominium situated thereon for hotel, motel or transient purposes or any other purpose inconsistent with the provisions of this Declaration. No condominium shall be leased for a term less than six months.
- 20.11 The rules and regulations of the Board may require a tenant to deliver to the Association a security deposit, in an amount established by the Board, from time to time, as security for the cost of cleaning or repairing damage to the Common Area.
- 20.12 Use privileges for amenities and common area transfer to the lessee or tenant. Owner shall have no personal use privileges upon leasing out the unit unless physically residing therein as their primary residence.

21.0 Resale Rules and Regulations

- 21.1 The Acqua Vista Homeowners Association desires to cooperate and assist homeowners should they decide to sell their Acqua Vista home. At the same time, certain procedures in the form of Rules and Regulations must be established regarding resale of a Acqua Vista home and the activities of Real Estate Agents in the building to ensure that the security of the building is not compromised, that the services are not overtaxed and that the tranquility of other Acqua Vista homeowners is not unduly disturbed. For all intents and purposes, activity

regarding the resale of a home should not be considered social activity, but rather a commercial function.

- 21.2 Owners of Residential units must notify Building Management that the residence has been listed for sale.
- 21.3 Seller shall provide Building Management with each of the following:
 - a) name of listing agent and company;
 - b) telephone number of listing agent;
 - c) type of listing (i.e., Exclusive, Open, etc.);
 - d) expiration date.
- 21.4 All Real Estate Agents shall sign in the management office. A temporary access key card or key fob may be provided by management in exchange for presenting of the Agent's driver's license and business card. A location for Lock boxes will be determined.
- 21.5 Seller is responsible for providing the listing agent with a copy of these *Rules and Regulations*.
- 21.6 Building management and staff are prohibited from showing any home available for resale to inquiries or prospective purchasers. Building Management and staff is directed to make no representations whatsoever regarding any homes for resale or the facilities/services of the building.
- 21.7 Owners of residential units must notify Building Management that owner has listed a specified residence. Homeowner shall complete Listing Broker/Agent Entry Authorization Form, identifying listing broker/agent. Homeowner is to instruct broker/agent to contact building manager for Broker/Agent Rules.
- 21.8 Homeowner or broker/agent shall not give keys or access fobs to future owners until the close of escrow.
- 21.9 Broker/agent and potential buyer shall park in the Resident parking spaces only.
- 21.10 No open house signs, flags, banners, etc., shall be displayed on any residential condominium unit and / or common area of Acqua Vista.
- 21.11 Open Houses to be allowed only on the 2nd Saturday & 4th Sunday of the month. One agent/assistant shall be stationed at entrance to escort people to the elevator. One agent/assistant will receive people at the unit to be viewed. This procedure shall apply to all homeowners conducting open houses.

22.0 Services, Trades People, Contractors and Subcontractors

- 22.1 Any owner planning on having work or improvements performed within and upon their Unit should contact management in advance to determine if Architectural approval is required. Owners or tenants who expect service, trades people, contractors or subcontractors (i.e., work persons) to work in their unit should notify the management office ahead of time. As a standard, all approved work should begin within 90 days of approval from the Architectural Review Committee. All work to be performed must be listed in the application and the application will only apply to that specific "Scope of Work". Any work performed outside

the approved scope of work must be reapplied for. Applicant conducting more work than listed in the approved scope of work may be subject to fines or other sanctions.

- 22.2 All work persons must register with the management office upon arrival each morning and must sign out each night. The log will include the name of the person and a list of his/her assistants who will be on the job, the unit owner or tenant, date, unit number, time in and time out.
- 22.3 All work persons and material deliveries must enter the building at the street level. All Material deliveries must be scheduled through the Building Management.
- 22.4 Any damage caused by work persons to common areas or adjacent units by the improvement is the owner's responsibility. Any damage must be reported immediately to the management office. The Association will make the repairs to the common areas and charge the owner. It will be the owner's responsibility to seek recourse against their contractor for recoupment of costs. The owner will be held liable for the actions of his/her work persons.
- 22.5 All common area floors are to be protected. The protective coverings must be removed and the floor cleaned by 5:00 P.M. each day. If this is not done, the owner is subject to the violation process, plus the cost of cleaning. Damage to the elevators or Common Areas will be repaired by the Association, and the costs charged to the Homeowner.
- 22.6 Construction debris is NOT permitted in trash chutes, residential trash rooms, common areas, hallways, or stairwells. Workpersons must carry all trash and debris off-site on a daily basis. All violations of this rule will result in the violation process and the owner will be billed for any clean up and damages. A \$200.00 fine will be imposed for any such violation, doubling for each occurrence there after.
- 22.7 Working hours are limited to Monday through Friday, 8:00 a.m. to 5:00 p.m. There will be a \$200.00 fine if work continues past 5:00 P.M. or on unapproved days. No work is allowed on Saturday or Sunday or on the following holidays: Christmas Day, New Year's Day, Labor Day, Memorial Day, Thanksgiving, 4th of July, Passover, Rosh Hashanah, Yom Kippur, Easter or Chanukah.
- 22.8 Workpersons must park vehicles on the surrounding streets. There is no parking for resident contractor inside the Acqua Vista garage. Unloading and loading of vehicles is not allowed in the garage. All materials, tools or equipment must be carried through the garage gate from the street parking.
- 22.9 Owners agree to hold Acqua Vista Homeowners Association harmless against liability for; (a) injury to, death of, or damage to property of third persons to the extent caused by the owner, General Contractor, Designer or any of their agents or employees, and (b) mechanics liens against the common area arising out of or resulting from the work.
- 22.10 All Contractors and Subcontractors are required to provide proof of insurance to the Association for property, liability and workers compensation, supplied via a certificate of insurance which name the Association as an additional insured (this requirement may pose a problem as most insurers today won't extend coverage to an association except for extremely high premiums that may make most minor remodeling cost prohibitive).
- 22.11 All applicable City, Building or other permits are to be posted on site.
- 22.12 Workers are not allowed to bring their pets on site and will be denied entry if they have a pet with them. Workers are also prohibited from creating nuisance noise unrelated to the construction work. Workers are also prohibited from eating meals or taking breaks on the grounds in the common areas. (\$200.00 per violation).

- 22.13 The owner may select any general contractor he chooses or act as the general contractor himself and hire sub-contractors. All contractors must be licensed in the State of California and must have Workmen's Compensation Insurance, General Liability and Property Damage Insurance, Certificates of Insurance. Certificates of Insurance must be presented to the office and no work will be allowed until the certificates are submitted. The Association needs to be named as an additional insured on these Certificates of Insurance.
- 22.14 The Association has the right to stop any work that is in violation of these regulations, creating a fire or safety hazard or interfering with activities in common areas.
- 22.15 Work persons must use their own equipment. No equipment or tools, which are the property of Acqua Vista, are to be used at any time.
- 22.16 All gates and doors are to remain closed and locked when not in direct use.
- 22.17 The front door of the unit must be kept closed during construction in order to contain dust, dirt, noise, paint fumes, etc. Failure to keep the door closed will constitute a violation of these Rules and Regulations. Arrangements must be made with the building maintenance technician in order to cover and protect any smoke detectors.
- 22.18 Work persons are restricted to the units in which they are working. If work persons are found in an unauthorized area, they will be removed from the property forthwith by Security.
- 22.19 All work persons must wear shoes, pants or shorts and shirts in the building at all times.
- 22.20 There is no availability for exclusive use of the elevator, except for moves, Exclusive use of the elevator for transporting materials and construction debris may be granted for a \$50.00 non-refundable fee.
- 22.21 No workperson may use power (electricity) from the common area for separate interest purposes. If a worker is caught using common area power a \$75 fine will be assessed to the unit owner.
- 22.22 Space is NOT available in any Common Area or interior parking facility for the purpose of cutting tile, carpeting, carpet pads, wooden flooring, wall coverings, mixing paint, etc.
- 22.23 If the Applicant (Homeowner) fails to comply with any conditions and requirements of approval, the Association is authorized to take whatever action is necessary or reasonable to correctly complete or restore the Unit or affected common area. In this circumstance, all costs incurred by the Association, plus a monetary fine, will be assessed against the Owner's unit. Such cost may include but are not limited to:
- a. Reconstruction and/or repair of the Unit and the related costs;
 - b. Reconstruction and/or repair of the common area and/or restricted common area and the related costs;
 - c. Reasonable attorney's fees and court costs.
- 22.24 Applicant will inform all other Owners who may be affected by such alteration work of the nature of the work and the extent and duration to which they may reasonably expect to be affected.
- 22.25 Applicant is to assume all responsibility for weather tightness of proposed installation and the waterproofing of the building structure itself as to those portions affected, either directly or indirectly, by the alteration work. However, no work is allowed to any exterior or common wall, window, exterior door or roof without explicit written approval of the Board. The Architectural Committee may not grant permission to any owner or contractor to penetrate or in any way alter these common areas.

- 22.26 Applicant shall take all precautions and shall bear all risks with respect to damage to the building structure and its installation and equipment, and the property of all other Owners, including, but not limited to, damage caused by weather, water, steam, electrical, fire or any other cause attributable to the work performed by or for the applicant. Applicant will be responsible for the full cost of repairs incurred by the Association or another Owner due to any failure to comply herewith or by the performance of the alteration work.
- 22.27 All alterations and structural changes shall be performed in such a manner and at such times (See 24.7) as to not disturb other occupants of the building or the operation of the building services.
- 22.28 Impact devices, such as jackhammers, chipping guns, drills, power-operated hammers and similar devices, will not be permitted unless there is no other method available. If such devices are to be used, written permission has to be obtained, with the request to state the date, time, purpose and duration of use. Notice of such work is to be distributed to the occupants of the Units in proximity to the site. This will give your neighbors ample warning concerning noise to be generated by the work. A written request for such work shall be submitted no less than one week in advance. The Association shall then provide written permission to the Applicant. Neighboring Units shall be notified at least 48 hours in advance. Impact devices can be used with approval, between the hours of 10:00 am to 4:00 pm Monday through Friday only.
- 22.29 Once the architectural modification has been completed, the modification must be inspected by the Association in order to ascertain if all common systems and elements have been protected in accordance with the design or as a result of the approved modification. The Association will not consider the work complete until an inspection has been completed and the project deemed approved. Inspection and approval by the Association does not warranty or guarantee the structural component or design integrity of the Unit Owner's modification. Association accepts no responsibility nor agrees to assume any liability in conjunction with any inspection. It is the applicant's responsibility to notify the Board in writing upon completion of all work.
- 22.30 The Unit Owner (Applicant) and Unit owner's heirs, successors and assigns hereby indemnify and hold harmless the Association from all defects in products, workmanship or design arising from or out of the alteration(s) or modification(s) performed by the Owner or the Owner's agents.

23.0 Soliciting

- 23.1 It is our goal to protect you from being subjected to the constant interruption and inconvenience of peddlers, solicitors and surveyors. Soliciting of any nature is absolutely forbidden on any part of the property, premises or common areas. Please contact the security or the building manager if you observe any violations of this rule.
- 23.2 All mailroom solicitations need to be reviewed and approved by the General Manager prior to being placed in the mailroom. All unapproved solicitations will be removed immediately by on site staff and reported to the General Manager.
- 23.3 Neither residents nor their families, employees, agents, visitors, licensees nor servants shall distribute or cause to be distributed any advertising, pamphlet, free newspaper or any other printed matter on or in any portion of the property or resident cars. This includes door-to-door solicitation, electioneering, etc. Please report violators immediately to the on-site management office.

24.0 Storage

- 24.1 Storage spaces have been assigned and easements conveyed for use of these spaces by residents. These spaces can be owned by a legal owner of a residential unit-under no circumstances shall flammable or explosive items be placed in any storage space. Acqua Vista is not responsible for any loss or damage to items placed in the personal storage lockers. Storage in these lockers is strictly at resident's sole risk.
- 24.2 Gas powered machines, firearms, fuel tanks; explosives and/or flammable material are prohibited inside the storage spaces. **Motorcycles or scooters with current registration for road use, current insurance and in good mechanical working condition may be kept within individually owned storage rooms that are located within the parking garage area with notice to and approval of the Board.** No mechanical work is allowed within the storage space or garage.
- 24.3 No flammable, combustible or explosive fluid, material, chemical or substance of any kind shall be used, stored or maintained within any storage spaces.
- 24.4 Items of personal property may not be stored in the garage area unless completely contained within the personal storage cabinets.
- 24.5 Please note that many storage spaces are immediately adjacent to parking spaces and it may be difficult to maneuver items past cars. Items that can easily move past obstructions should be stored.

25.0 Swimming Pool and Spa

- 25.1 Pool and Spa hours:

Sunday through Thursday	6:00 a.m. TO 11:00 p.m.
Friday through Saturday	6:00 a.m. TO 12:00 a.m
- 25.2 Unoccupied poolside chairs and lounges may not be reserved by or for anyone outside the pool area. Towels, clothing and other items should be taken with the owner when departing the pool and spa area.
- 25.3 Persons using suntan lotion may not enter the pool or spa unless they wipe off excess lotion. Users of oil or lotion must protect the chair or lounge with a towel.
- 25.4 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.
- 25.5 Throwing non-floating items: such as rocks, marbles, coins and the like into pools or spa is prohibited. No bobby pins, hairpins, etc. are to be worn in the pool. Metal objects cause serious damage to the filtering system.
- 25.6 No Smoking is allowed at the Pool/Spa area.
- 25.7 The "buddy" system is recommended for all swimmers at all times.
- 25.8 The use of the pool is expressly limited to Residential Residents and their invited guests. Each unit is limited to two (2) guests' total, at any given time. All residents and guests shall wear identification bracelets at all times while in the 8th floor common area. Each unit shall be provided with two (2) additional alternative colored bracelets for guests. Each unit shall be limited to two (2) guests without the express permission of the Community Attendant or Management. At no time shall any group monopolize the facilities. If a special event becomes

disruptive to the community or other residents, it will be shut down by the Community Attendant or Management.

- 25.9 Guests on an extended stay (over 2 weeks) are considered members of the household and may use the facilities unaccompanied. Extended-stay guests must register with the Association and are subject to all community guidelines contained within these rules and regulations or posted in common and recreation areas. Other guests may use the facilities only when accompanied by the host. Please do not extend an open invitation to others to drop by the pool at any time for a swim.
- 25.10 All gates latches will be latched closed at all times. Please do not leave the gates propped open. This is for the safety of all, especially children.
- 25.11 Absolutely no running, pushing, or horseplay around or in the pool area will be permitted. This includes “dunking” activities.
- 25.12 At no time shall there be any loud noise, disturbance or other activity that creates a nuisance to residents. Unit Residents and guests are expected to maintain a conversational voice level and refrain from using obscene language and aggressive behavior. Laughing, crying or screaming by children shall not be considered a disturbance by the Board if taking place during daytime hours and the children are in the care of their parents.
- 25.13 No infant, young child or person subject to involuntary natural bodily functions is permitted to use the pool or spa without proper and effective diaper protection.
- 25.14 Inflatable items, sun-mats, surfboards, styrofoam floats or other large objects of this nature will not be permitted. Only flotation devices for small children (i.e. water wings) shall be permitted.
- 25.15 Misuse of the pool and patio furniture is not tolerated. This also applies to life preservers, life saving hooks and related pool equipment. These items are for safety purposes, not for recreation.
- 25.16 Pool furniture, tables, umbrellas and other accessories shall not be removed from the pool area. When leaving the pool area, please replace the chairs and lounges to their proper location, ready for others to enjoy.
- 25.17 **NO GLASSWARE OF ANY KIND IS ALLOWED ON THE EIGHTH FLOOR DECK OR IN THE POOL AREA.** Containers of an unbreakable nature will be allowed provided they are disposed of in the proper manner. Littering in the pool and pool area is not allowed.
- 25.18 No barbecue, hibachi or other cooking apparatus shall be used within the pool area. Only those belonging to the Association may be used.
- 25.19 No pets are allowed in the pool/ spa area at any time.
- 25.20 Bicycles, skateboards, scooters, roller-skates, roller-blades, toys or other wheeled vehicles are not allowed **ON THE EIGHTH FLOOR DECK OR** in the pool area at any time.
- 25.21 Only persons dressed in standard swimwear are allowed in the pool or spa. Nudity or nude sunbathing in these areas is not tolerated.
- 25.22 Climbing over the gates and fences in the pool area is prohibited.
- 25.23 Persons with skin disorders, colds, coughs or communicable diseases are asked to refrain from pool and spa use due to the obvious risk of health problems to other individuals.
- 25.24 Immoral, lewd or indecent conduct is prohibited in the pool, spa, fitness center and all other common areas including exclusive use common areas.

- 25.25 Portable TV's and radios are not permitted unless used with headphones.
- 25.26 Children 16 years and younger must be accompanied at all times by a responsible adult. No child under the age of 16 years shall be allowed in the Jacuzzi unless accompanied by a legal guardian. It is recommended that pregnant women, persons with heart problems, high blood pressure or diabetes refrain from using the spa for health reasons.
- 25.27 A hoist for use by a person(s) with a handicap is available. Please ask staff for assistance with the hoist.
- 25.28 The Association is not liable, and does not assume any liability whatsoever, for injury, property damage or any kind of loss arising in connection with the use of the pool, spa, or fitness facilities. **The pool, spa and recreation areas have no lifeguard on duty.**
- 25.29 The Board of Directors reserves the right to deny use of the pool, pool area and spa to anyone at any time.

26.0 Trash Disposal

- 26.1 Cooking scraps and wet garbage (except bones, pasta, rice, and fibrous vegetables) should be disposed of by using the disposal in the kitchen sink. All other disposable items are to be securely wrapped into a compact bundle and placed in the trash chute located in each hallway.
- 26.2 Open containers such as paper sacks, boxes, unsecured plastic bags shall not be used. **Secured bags are the only acceptable trash containers.** Unsecured trash can cause a number of problems, including possibly setting off the fire alarm, for which the Homeowner's Association can be fined by the Fire Department.
- 26.3 Bundles and items that are larger than trash-chute size shall be taken to the main Trash Room in each tower and placed in the dumpster that is not attached to the compacter.
- 26.4 All cardboard boxes are to be broken down and taken to the above-mentioned Trash Rooms by the Resident or the delivery person.
- 26.5 A Resident who needs assistance with trash items should notify Building Management.
- 26.6 Please notify the Building Management of any oversized articles requiring removal.
- 26.7 No Construction debris produced by a Homeowner or a Homeowner's Contractor is allowed to be placed in the trash chutes or trash rooms. All construction debris including chemicals, paints solvents, containers, and unused materials must be removed from the building by the Homeowner or their contractor at their cost. Owners will be assessed the actual cost for any clean-up services if construction materials are improperly disposed of. Homeowner's may contact Management and to arrange for removal of construction debris which they produce for the cost of disposal from the contracted trash removal company.

27.0 Window Coverings

- 27.1 To enhance the appearance of the building, curtains, drapes, shutters, blinds, and other window materials subject to view from the exterior shall be restricted as to the color of the side exposed to the exterior. Only window coverings and materials, which have a white or off-white color are allowed and approved. Owners shall arrange for window coverings within 30 days after close of escrow for windows that are visible from any public or private street. The concrete slabs are Post-Tension construction. Homeowners and contractors are not allowed to penetrate the slabs for the installation of window covering. Homeowners may apply for

architectural approval and use an insured and California licensed (D-52) Window Coverings Contractor that has experience with post-tension slabs.

- 27.2 Aluminum foils or other reflective materials, bed sheets, papers, and the like may not be applied to windows or utilized as window treatments, at any time.
- 27.3 No exterior screens are permitted except for sliding glass doors with approved screen doors subject to the approval of the Architectural Committee.
- 27.4 The unit owner is responsible for the care and maintenance of these window coverings. Drapes, curtains, shutters, blinds and other window materials must be kept in good condition. The Association can compel the unit owner to replace shabby and torn materials exposed to the exterior.
- 27.5 Window tinting shall not be allowed, except the following brand of window tinting; The tint must be an X-3 ceramic manufactured by Huber Optik or an equal product by an equal manufacturer that produces an inert, 100% dye-free, metal free, non-reflective window with the same performance and appearance characteristics as X-3 ceramic film. The installation must be warranted by the manufacturer against window seal or thermal glazing failure for a minimum of five (5) years from the date of installation and must be installed by a factory approved, insured, and licensed contractor. All tinting materials must only be applied to the interior of the window glass. Failure or leaks in any window glazing units or windows seals due to tinting or installation of tinting shall remain the responsibility of the Residential Unit Owner.

**ACQUA VISTA HOMEOWNERS ASSOCIATION
RULES VIOLATION REPORT**

There must be at least one signature from a homeowner within the Association to pursue violations that cannot be viewed during an inspection of the community (i.e., barking dog, noise nuisance, garage storage, etc.). Please be as specific as possible to enable the Board of Directors to expedite the enforcement process in a timely manner. All alleged violations would be evaluated to ensure that they are considered an infraction as defined by the Association's legal documents.

REPORT FILED BY:

Name: _____	Name: _____
Unit #: _____	Unit #: _____
Phone: _____ Date: _____	Phone: _____ Date: _____
Signature: _____	Signature: _____
Name: _____	Name: _____
Unit #: _____	Unit #: _____
Phone: _____ Date: _____	Phone: _____ Date: _____
Signature: _____	Signature: _____

VIOLATION INFORMATION:

Name: _____ Unit #: _____ Phone: _____
(Alleged violator's name)

Description of alleged violation: _____

(If additional space is needed, please use reverse side of this form)

Date(s) and time(s) alleged violation occurs? _____

How often does the alleged violation occur? _____

ACQUA VISTA HOMEOWNERS ASSOCIATION

Listing Broker/Agent Entry Authorization Form

Date: _____

Residential Owner Information:

Name: _____ Unit #: _____

Phone: _____ e-mail: _____

Broker/Agent Information:

Office Name: _____

Address: _____

Phone #: _____

Listing Agent Name: _____

Phone #: _____ Pager #: _____

Additional Information:

Broker / Agent authorized to receive a temporary access card: Yes No

Showing Instructions: _____

Authorized By: _____

Owner Signature

ACQUA VISTA HOMEOWNERS ASSOCIATION DATE SUBMITTED: _____

**RESIDENT BUILDING ACCESS INFORMATION FORM
(NEW RESIDENTS)**

UNIT NO. _____

RESIDENTIAL OWNER(S)

TENANT(S)

NAME: _____

NAME: _____

ADDRESS: _____
Street

ADDRESS: _____
Street

City State Zip

City State Zip

TELEPHONE:() _____ HOME

TELEPHONE: () _____ HOME

() _____ WORK

() _____ WORK

E-MAIL: _____

E-MAIL: _____

DRIVERS LICENSE: _____
State Number

ADDITIONAL RESIDENTS (i.e. children, relatives): _____

VEHICLE IDENTIFICATION:

MAKE	MODEL	YEAR	LICENSE PLATE
REGISTERED OWNER			

(If not owner or tenant, attach proof of registration)

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

PERMANENT GUESTS:

Please list those people who are to be granted access to your floor without a prior call to your home. (i.e. family, domestic help, gardener, pool service, etc.)

NAME	RELATIONSHIP/COMPANY RESTRICTIONS (If applicable)	TYPE OF SERVICE
------	--	-----------------

- | | | | |
|----|-------|-------|-------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |
| 5. | _____ | _____ | _____ |
| 6. | _____ | _____ | _____ |
| 7. | _____ | _____ | _____ |
| 8. | _____ | _____ | _____ |

AUTHORIZED TO CALL: _____ A.M. TO _____ P.M. _____ Day(s) of the Week

**ACQUA VISTA HOMEOWNERS ASSOCIATION
RESIDENT BUILDING ACCESS INFORMATION**

CHANGE OF INFORMATION FORM

DATE SUBMITTED _____

NAME: _____ UNIT # _____

*Only make notations for those items you would like changed or deleted.
All information in upper right corner and signature at bottom are required to process your requested changes.*

BILLING ADDRESS: _____ TENANT (S) NAME: _____
Street

City _____ State _____ Zip _____

TELEPHONE:() _____ HOME TELEPHONE: () _____ HOME

() _____ WORK () _____ WORK

() _____ CELL () _____ CELL

DRIVERS LICENSE: _____ DRIVERS LICENSE: _____
State Number State Number

DRIVERS LICENSE: _____ DRIVERS LICENSE: _____
State Number State Number

ADDITIONAL RESIDENTS (i.e. children, relatives): _____

VEHICLE IDENTIFICATION:

MAKE	MODEL	YEAR	LICENSE PLATE
REGISTERED OWNER			

(If not owner or tenant, attach proof of registration)

PERMANENT GUESTS:

Please list those people who are to be granted access to your floor without a prior call to your home. (i.e. family, domestic help, gardener, pool service, etc.)

FIRST & LAST NAME TYPE OF SERVICE	RELATIONSHIP/COMPANY RESTRICTIONS (If applicable)
--------------------------------------	--

AUTHORIZED TO CALL: _____ A.M. TO _____ P.M. _____

DELETIONS: List could include items from permanent guest list, vehicles, residents or tenants.

Owner Signature: _____

Date: _____

ACQUA VISTA HOMEOWNERS ASSOCIATION

Pet Registration Form

Date: _____

Residential Owner Information:

Name: _____ Unit #: _____

Phone: _____ e-mail: _____

Pet Information:

Dog/Cat Name: _____

Color: _____

Dog/Cat Name: _____

Color: _____

Additional Information:

Current Immunization Yes No

Additional Information: _____

Authorized By: _____

Owner Signature