

1032

VALLEY MEADOWS CONDOMINIUM

6665 Mission Gorge Road
San Diego, CA 92120

RULES AND REGULATIONS

1. DEFINITIONS

Condominium Property: Real property, more particularly described as: Lot 1 of Valley Meadows Condominium in the City of San Diego, County of San Diego, State of California, according to Map thereof Number 9335 filed in the Office of the County Recorder of San Diego County, on August 21, 1979.

Living Unit: From the front screen door to the outside window screens and all living areas inclusive.

Common Area: Refers to all portions of the Condominium Property not located within a Living Unit.

Exclusive Use Area: Refers to those portions of the Common Area to which an exclusive right to use is granted and shall consist of Patios, Balconies, and Parking Spaces.

Board of Directors: The Board of Directors consists of three (3) directors: President, Vice President and Secretary/Treasurer.

Resident: Owner or Lessee who resides full time at Valley Meadows Condominium. More clearly defined as residing in a unit more than thirty (30) days during any calendar year, or more than fourteen (14) consecutive days during any calendar year.

Guest: A person who visits a resident at Valley Meadows Condominium. More clearly defined as visiting in a unit less than thirty (30) days during any calendar year, or less than fourteen (14) consecutive days during any calendar year.

2. POWER EQUIPMENT

No power equipment or hobby shops shall be permitted on the Condominium Property, except with prior written approval of the Board of Directors.

3. OCCUPANCY

Occupancy in one (1) bedroom units is limited to a total of three (3) permanent residents. Occupancy in two (2) bedroom units is limited to a total of five (5) permanent residents. A guest is not a permanent resident. Individuals are only considered guests so long as they do not reside in the unit for more than thirty (30) days during any calendar year or more than fourteen (14) consecutive days during any calendar year.

4. LEASE

Each Owner shall have the right to lease his condominium, provided that such lease is in writing and provides that the tenant shall be bound by and obligated to the provisions of the Declaration of Restrictions, the Bylaws and these Rules and Regulations of the Board of Directors and that the failure to comply with the provisions of these documents shall be a default under the lease. No owner shall lease his condominium for transient or hotel purposes. Any lease, which is for a period of less than thirty (30) days, shall be deemed to be for transient or hotel purposes. The Manager, the Manager's Agent, or a member of the Board of Directors will register all new residents (owner or renter) as soon as they move in.

5. PETS

No pets except caged birds and aquarium fish may be kept in any Living Unit or Exclusive Use Area. Furthermore, no pets are allowed to visit for any length of time.

6. NOISE/NUISANCE

No Living Unit, Exclusive Use Area or Common Area shall be used in such a manner as to obstruct or interfere with the enjoyment of occupants or other such areas or annoy them by unreasonable noise or otherwise, nor shall any nuisance be committed or permitted to occur in any Living Unit, Exclusive Use Areas, nor on the Common Area.

There shall be no bicycle, tricycle, or skateboard riding, roller-skating, screaming, ball playing, loud noise, mischief, or vandalism neither in the Exclusive Use Areas nor on the Common Area.

7. NOXIOUS OR OFFENSIVE ACTIVITY

No noxious or offensive activity shall be carried on in any Living Unit, Exclusive Use Area or on the common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners other than construction or repair or improvements made at the instruction of the board of Directors. All equipment, garbage cans, wood piles or storage piles ***shall be kept screened and concealed from view*** of neighboring Living Units, streets, and Common Area. All rubbish, trash or garbage shall be regularly removed from each Living Unit and shall not be allowed to accumulate thereon or on the adjacent Common Area. **No** exterior clotheslines shall be erected or maintained, and there shall be no outside drying or laundering of clothes on the Common Area or the Exclusive Use Area, except in areas, which may be approved by the Board of Directors.

On the balconies and patios, with the exception of potted plants, barbecues, and patio furniture (excluding umbrellas), everything else ***must*** be concealed from view of neighboring living units, streets, and common areas. There ***cannot*** be anything mounted to the balcony or patio walls, or anything placed on or mounted to, the balcony railings orphaning from the balcony or patio ceilings. ALL exterior screens, on doors and windows, must be kept in good repair. Front screen doors must be kept closed at all times.

8. CHILDREN

Resident's children under the age of sixteen (16) or guests on the Common Area and Parking Spaces must be supervised at all times, by a responsible adult, for safety reasons. Residents hereby certify that they are aware the Valley Meadows Condominium was built as an adult complex; that physical facilities, storage for children's items and children play areas do not exist; that the resident will be accountable to the Homeowner's Association and other residents within the complex for the behavior and conduct of children residing in or visiting the Living Unit.

9. DAMAGES

Each owner shall be Legally Liable to the Valley Meadows Condominium Association for all damages to the Common Area and exclusive Use Area or to any improvement thereof of thereto, including, but not limited to, the buildings, recreation facilities and landscaping caused by such Owner, his Licensee(s) or any occupant of such Owner's Living Unit as such liability may be determined under California Law. Each owner shall be responsible for compliance with the provisions of the Declaration of Restrictions, the Bylaws, the Articles of Incorporation and these Rules and

Regulations by himself, his guests, Lessees, Lessee' guests, and/or any other occupants of his Living Unit.

10. RECREATION ROOM

The recreation room is open from 10:00 a.m. to 10:00 p.m. daily. All residents may use the recreation room when open, but are ***required*** to clean up after themselves out of consideration for others. Guests ***will only*** be allowed in the recreation room when accompanied by a resident. No resident or guest under the age of sixteen (16) is permitted the use of the pool table without adult supervision. ***No person*** in wet clothing (swim suits and etc.) is allowed in the recreation room. When playing pool, be considerate of others waiting to play and limit yourself to a couple of games. A resident who wishes to reserve the recreation room must give a 48-hour notice to the Manager and pay in cash a \$50.00 security deposit. This deposit is refundable if the recreation room is returned to its original condition, clean and without damage.

There will also have to be a statement signed, that the recreation room will be closed at 10:00 p.m. and no alcohol will be present during the hours the recreation room is reserved.

11. JACUZZI AND SAUNAS

The Jacuzzi and saunas are open from 10:00 a.m. to 10:00 p.m. Sunday through Thursday and from 10:00 a.m. to 10:30 p.m. Friday and Saturday. No resident or guest under the age of sixteen (16) is allowed in either the Jacuzzi or saunas without adult supervision.

12. POOL AND POOLSIDE

The pool is open from 10:00 a.m. to 10:00 p.m. Sunday through Thursday and from 10:00 a.m. to 10:30 p.m. Friday and Saturday. (See "Pool and Poolside Rules" Attachment 1.)

13. LAUNDRY ROOM

The Laundry room is open 24 hours daily. All residents are required to clean up after themselves out of consideration for others and to remove their clothes in a timely manner from the washing machines and dryers when cycles are complete.

14. PARKING: GARAGES, DESIGNATED PARKING, ETC.

Each Living Unit is assigned one parking space (garage or open space) for one vehicle. At no time will one vehicle park behind another in one assigned space. Exception: one motorcycle may be parked in the garage or parking space, at the end OPPOSITE the entrance to the garage or parking space, and must not in any way interfere with the adjacent parking space. The garage door must be able to close completely without restriction. Each vehicle authorized to park on Valley Meadows Condominium property **must** be operable and registered with the Manager, or the Manager's Agent to coordinate the parking space number to the authorized vehicle license plate number(s). Park **ONLY** in your assigned parking space and make sure your guests park only in the unassigned parking area in front of the "A" and "B" buildings. No parking is permitted in the common driveway areas in front of garage doors or parking spaces. **No** work involving grease or oil may be conducted on vehicles on Valley Meadows property. This also applies to washing of vehicles. Vehicles may be polished in your assigned parking space. The turnaround fire lane zone at the end of the parking area at the north end of the "A" building is for **turnarounds only**. All residents know this is not a parking area and are required to notify their guests that NO PARKING is permitted in this area at ANY TIME. This is a designed TOW AWAY area, and will result in a vehicle being towed immediately without notice, at the vehicle owner's expense. This is clearly posted on the buildings right behind this turnaround zone. The area from the entrance to Valley Meadows at Zion Avenue, to the barrier-arm gate located at the corner of the "D" and "E" buildings is officially dedicated as an EASEMENT (essentially the same as a street) and there is absolutely NO PARKING on this easement. This area is constantly monitored, and vehicles parked here are subject to immediate towing. Each tenant is to assure that all drivers registered and living at Valley Meadows and all guests are advised of this immediate towing.

Due to the limited parking at Valley Meadows complex, the following rules must apply, and will be strictly enforced.

- a. Residents with a valid driver's license will NOT be allowed to park more than one vehicle on the complex property.
- b. Residents without a valid driver's license will NOT be allowed to park any vehicle on the complex property.
- c. Residents will NOT be allowed obvious storage of a vehicle on the complex property.
- d. Residents with a reserved parking space will NOT be allowed to park in any of the open parking spaces located adjacent to the "A" and "B" buildings.

Violations: Any resident violating any of the rules (a. through d.) above will be given a written notice to correct the situation within five (5) days. After five (5) days, if the situation is not corrected, the vehicle will be towed at the owner's expense.

In the garage area, residents are provided a storage locker. Any storage in the garage area must be in the **storage locker only**. Nothing but vehicles (cars, vans, trucks, motorcycles, bicycles) may be in the garages, on the floor. Garage doors must be closed at all times.

15. MANAGERS

The Board of Directors will hire a manager for the Common Area and Parking Spaces, who will be here to maintain a secure and pleasant complex for the comfort of everyone concerned. Any problems or questions that arise about the Common Area and Parking Spaces should be referred to the Manager. All other problems should be referred to the Board of Directors in writing, signed and dated. Routine matters should be taken care of between the hours of 10:00 a.m. and 6:00 p.m. weekdays (Monday through Friday) and in cases of emergencies, whenever they occur.

16. ALTERATIONS

There shall be **no** alterations of any kind to any part of the Condominium Property (with the exception of the Living Unit) unless there is a prior written consent of the Board of Directors.

17. VIOLATIONS

Any violations of the CC&Rs, the Bylaws or these Rules and Regulations will be handled as follows:

- a. The Board of Directors should be notified immediately of any violations. This notice **must** be in writing, signed and dated.
- b. When the Board of Directors has been notified of a violation, they shall inform the violator in writing of a hearing to be held between fifteen (15) and thirty (30) days from the date the violator receives the written notice of the hearing.
- c. Following the hearing, the Board of Directors may impose a monetary penalty (see Rule 19) and/or suspension of voting rights or use privileges for noncompliance with the CC&Rs, Bylaws or the Rules and Regulations.

18. LIABILITY

- a. The Homeowner's Association shall not be liable for any damages done or occasioned by or from plumbing, gas, water, steam or other pipes or sewage, or the bursting, leaking, or running of any pipe, tank, wash stand, water closet or water pipe, in, above, upon or about said buildings' premises. Nor for any damage arising from acts or neglects of co-residents or contiguous property.
- b. The Homeowner's Association shall not be liable for the theft of any vehicle or accessories or any damage inflicted to the vehicle during the course of attempted theft, or thefts within Living Unit.
- c. The parent or guardian of any children age 16 years or under are completely liable and responsible to the Association for the conduct and safety of their children who utilize the saunas and/or Jacuzzi.

19. FINE SCHEDULE

The following is the schedule of monetary fines, which may be imposed by the Board of Directors at the conclusion of a hearing as described in Rule 17 and upon determination by the Board that a violation did occur:

- a. **FIRST OFFENSE:** a fine of twenty-five dollars (\$25.00) may be imposed.
- b. **SECOND OFFENSE** (for the same violation): a fine of fifty dollars (\$50.00) may be imposed.
- c. **THIRD OFFENSE** (for the same violation): a fine of one hundred dollars (\$100.00) may be imposed.
- d. Subsequent to the third offense, a fine of three dollars (\$3.00) per day may be imposed until satisfactory resolution of the problem is achieved.

20. ANTENNAS AND SATELLITE DISHES

Antennas and satellite dishes will only be allowed in Living Units and on balconies (if one exists) as long as they are shielded from view from outside the community, or from other Living Units.

Antennas and satellite dishes shall not be installed on any Common Area of the condominium property per the Telecommunications Act of 1996, and any rules implemented by the Federal Communications Commission, with the following exception:

The Association has the power to permit the installation of a Master Satellite Dish that will accommodate all sixty (60) units. The cabling from the Master Satellite Dish may be connected to the current cable distribution system within the Association. In the event a Master System

is installed, any owner desiring to utilize the system may contract for the satellite services on an individual basis with the service providers.

Your interest and cooperation will be greatly appreciated and will help to make Valley Meadows Condominium a pleasant place to live.

ALL OF THE ABOVE RULES AND REGULATIONS WILL BE STRICTLY ENFORCED, WITHOUT EXCEPTION

Revision 1

Revised and adopted
Board of Directors on
19 August 1987

Revision 2

Revised Pool Hours for
children on Attachment 1#5
at Homeowners' Meeting
21 January 1992

Revision 3

Revised and adopted at the
Annual Homeowners'
Meeting on 31 January 1995

Revision 4

Revised and adopted by
Board of Directors on
28 October 1997