

CANTABRIA MAINTENANCE CORPORATION
RULES AND REGULATIONS
REVISED 2021

TABLE OF CONTENTS

SECTION I:	INTRODUCTION
SECTION II:	VIOLATION ENFORCEMENT PROCEDURE
SECTION III:	COMMON AREA PROPERTY RULES <ul style="list-style-type: none">A. Pool areaB. Fitness centerC. Tennis Courts & Racquet Ball CourtD. Clubhouse Rules
SECTION IV:	PARKING AND TOWING
SECTION V:	ARCHITECTURAL CONTROL
SECTION VI:	MISCELLANEOUS <ul style="list-style-type: none">A. Garbage and refuse disposalB. Unsecured UnitsC. Duty to Inspect Unit; Water/Moisture Intrusion and MoldD. Pets
SECTION VII:	BALCONY, PATIO RULES AND REGULATIONS
SECTION VIII:	NON-RESIDENT OWNERS
SECTION IX:	CLUBHOUSE RESERVATION POLICY

SECTION 1: INTRODUCTION

Your Homeowners Association is a condominium community incorporated under the laws of the State of California as a non-profit corporation. Each homeowner is a member of the Homeowners Association with all the rights and responsibilities as described in the Declaration of Covenants, Conditions and Restrictions (CC&Rs) and the Association Bylaws.

The Association's governing documents include CC&Rs, Bylaws and these Rules and Regulations. These Rules and Regulations are issued by your Executive Board as authorized by the Association's CC&Rs. All new owners are given copies of the CC&Rs, Bylaws and Rules and Regulations of the Homeowners Association. Owners should read these documents carefully since they set forth the rights, duties, and obligations for each owner. Each owner is responsible to the Association and to all other owners for the behavior of their guests and/or invitees, including tenants. In addition, all guests and/or invitees, including tenants are subject to these documents and rules. It is the responsibility of the homeowner to provide their tenants with a copy of these documents.

These Rules and Regulations supplement the Association's CC&Rs and Bylaws, they do not replace them. In the event of a conflict between these Rules and Regulations and the Association's CC&Rs, the CC&Rs control.

The purpose of these Rules and Regulations is to protect the physical property of the Association, to ensure the common good of the community so all residents can enjoy a safe and pleasant lifestyle, and to maintain property values for the homeowners. In order to accomplish this purpose all residents must act with sensitivity and consideration for one another, as well as complying with the following Rules and Regulations.

To maintain the quality of the community, observation and enforcement of these Rules and Regulations is the responsibility of each owner, and/or their invitees, including their residents, tenants, guests or vendors.

Under the authority granted them by the Association's CC&Rs and the appropriate California State law, the Executive Board can impose a penalty for violations in complying with any of the governing documents, including these Rules and Regulations. Penalty assessments and procedures are discussed under the Standard Violation Enforcement Procedure section of this document.

Homeowners with any questions, concerns or other Association related issues, or who need to obtain any Association related documents, should contact the Association's Property Management Company.

SECTION II: VIOLATION ENFORCEMENT PROCEDURE

The Association and/or any homeowner has the right to enforce the Association's Rules and Regulations. This right includes requesting the violator to cease the offending action, taking legal action against the violator and making a complaint to the Board. Once a resident gives the Board a written complaint that a rule has been violated, the Board will investigate the allegation and may take action against the offending homeowner, including but not limited to, fining or specially assessing, if appropriate, or instituting legal action. However, nothing in this section obligates or requires the Board or authorized committee to take any action against an individual resident. The Board, in making this decision, will determine the costs and benefits of taking such action.

Your Board has established the following standard procedure for addressing most violations of the Association's governing documents. In certain circumstances, at the discretion of the Board, this procedure may be accelerated. The Standard Violation Enforcement procedure is as follows:

DUE PROCESS.

Due Process shall consist of at least ten (10) days' notice as to the nature of the violation and intended penalty/enforcement action, 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.

1st Violation – Send a violation letter to the homeowner

2nd Violation (or continued violation) – Send a second violation letter

3rd Violation (or continued violation) – Send notice of hearing letter

At the hearing, the Board hears the alleged violations. If the homeowner is found to be in violation, the Board will either begin legal action against the homeowner or assess fines according to the following fine schedule:

- ***Up to \$250.00*** per violation; or
- ***Up to \$250.00*** per month (for continued violations)

In addition to imposing fines, additional enforcement remedies set forth below may be used:

1. 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. Suspension of voting rights or rights to use the Common Area facilities;
3. Instituting Internal Dispute Resolution (IDR);
4. Instituting Alternative Dispute Resolution (ADR);
5. A lawsuit.
6. Other actions or a combination of actions, as permitted by law or the governing documents.

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.

SECTION III: COMMON AREA PROPERTY RULES

A. POOL AND SPA AREA

HOURS OF OPERATION. The pool and spa area is available to residents and their guests from 7:00 A.M. to 11:00 P.M. seven (7) days a week. No one is allowed in this area at any other time. Any persons using the pool and spa area do so at their own risk. **THERE IS NO LIFEGUARD ON DUTY!**

POOL AREA KEYS. The pool and spa areas are maintained for the use of Association residents and their guests only. The pool area should remain locked at all times. **For safety reasons, report any problems with the pool gate to management immediately.** It is not permitted to loan fobs to non-residents. There is a \$50.00 replacement charge for lost fobs (subject to change).

LIFESAVING EQUIPMENT (LIFE RING, SAFETY HOOK, ETC.). Lifesaving equipment is for emergency use only.

AGE REQUIREMENTS. Persons under the age of fourteen (14) may not use the pool and spa area unless accompanied by an adult (18 years or older) who will be responsible for their conduct, safety and observance of these rules. Resident's children may be accompanied by a non-resident 18 years or older.

Incontinent persons, including infants or anyone who uses a diaper, must wear appropriate swim diapers. Use of the hot tub is restricted to individuals older than 5 years of age. Individuals between 6 and 14 must be under the direct supervision of a responsible adult (over age 18). Please be advised that extremely hot water is potentially dangerous to young children and the elderly.

NON-RESIDENT USE. Non-residents are permitted use of the pool and spa area only if accompanied by an adult resident (18 years or older). Residents are responsible for any and all damaged caused by their guests.

PROPER ATTIRE. Persons using the pool and spa must wear proper bathing attire. No street clothes or wetsuits are allowed in the pool or spa.

NO SMOKING. Smoking is strictly prohibited in the pool and spa area.

NO ALCOHOL. No alcoholic beverages are allowed in the pool and spa area.

NO PETS. All dogs, cats and other pets are strictly prohibited in the pool and spa area.

NO LITTERING. Keep the areas around the pool and spa clean at all times. Any unconsumed food or beverages, or related trash, should be disposed of in trash receptacles. Do not leave any food, beverages, personal items, etc. in the pool and spa area when you are not in attendance.

NO GLASS. Glass or breakable containers are not permitted in the pool and spa area. Paper or plastic containers are permitted.

RESTRICTED ITEMS. No surf boards, boogie boards, balls or inflatable items are allowed in the pool except small, soft children's toys and small flotation devices.

PEDESTRIAN TRAFFIC ONLY. Pedestrian traffic only is allowed in the pool and spa area. Roller skates, skateboards, bicycles and the like are strictly prohibited.

RESTRICTED ACTIVITIES. All persons using the pool and spa area should be considerate of others; avoiding jumping, diving, rough play, running, and dangerous, destructive or noisy activities.

POOL FURNITURE. Lounges, tables and other furniture in the pool and spa area that belong to the Association may not be removed from the area at any time.

DAMAGES. Residents will be held responsible for any damage to pool equipment, furnishings or facilities, whether caused by them, their residents, tenants or guests.

B. FITNESS CENTER

HOURS OF OPERATION. The fitness center is available to residents and their guests from 5:30 A.M. to 11:00 P.M. seven (7) days a week. No one is allowed in this area at any other time. Any persons using the fitness center do so at their own risk.

AGE REQUIREMENTS. Persons under the age of fourteen (14) may not use the fitness center unless accompanied by an adult (18 years or older) who will be responsible for their conduct, safety and observance of these rules.

NON-RESIDENT USE. Non-residents are permitted use of the fitness center only if accompanied by an adult resident (18 years or older). Residents are responsible for any and all damage cause by their guests.

FITNESS EQUIPMENT. Fitness equipment must be wiped off after use. For safety reasons, please report any problems with the fitness equipment to the Management Company.

NO SMOKING. Smoking in strictly prohibited in the fitness center.

NO ALCOHOL. No alcoholic beverages are allowed in the fitness center.

NO PETS. All dogs, cats and other pets are strictly prohibited in the fitness center.

NO LITTERING. Keep the areas around the fitness center clean at all times. Any unconsumed food or beverages, or related trash, should be disposed of in trash receptacles. Do not leave any food, beverages, personal items, etc. in the fitness center when you are not in attendance.

PEDESTRIAN TRAFFIC ONLY. Pedestrian traffic only is allowed in the fitness center. Roller skates, skateboards, bicycles and the like are strictly prohibited.

RESTRICTED ACTIVITIES. All persons using the fitness center should be considerate of others; avoiding rough play, running, and dangerous, destructive or noisy activities.

DAMAGES. Residents will be held responsible for any damage to fitness center whether caused by them, their residents, tenants or guests.

C. TENNIS COURTS & RACQUET BALL COURT

HOURS OF OPERATION. The tennis courts & racquet ball court are available to residents and their guests from 8:00 A.M. to 10:00 P.M. seven (7) days a week. No one is allowed in this area at any other time. Any persons using the courts do so at their own risk.

AGE REQUIREMENTS. Persons under the age of fourteen (14) may not use the courts unless accompanied by an adult (18 years or older) who will be responsible for their conduct, safety and observance of these rules. Resident's under the age of fourteen (14) may be accompanied by a non-resident 18 years or older.

NON-RESIDENT USE. Non-residents are permitted use of the courts only if accompanied by an adult resident (18 years or older). Residents are responsible for any and all damage caused by their guests.

LIMITATIONS. No more than 4 people allowed on the court at one time. Games are limited to 1 set when others are waiting for the court.

NO SMOKING. Smoking is strictly prohibited on the courts.

NO ALCOHOL. No alcoholic beverages are allowed in the courts.

NO PETS. All dogs, cats and other pets are strictly prohibited in the courts.

NO LITTERING. Keep the areas around the courts clean at all times. Any unconsumed food or beverages, or related trash, should be disposed of in trash receptacles. Do not leave any food, beverages, personal items, etc. in the courts when you are not in attendance.

PEDESTRIAN TRAFFIC ONLY. Pedestrian traffic only is allowed in the courts. Roller skates, skateboards, bicycles and the like are strictly prohibited.

RESTRICTED ACTIVITIES. All persons using the courts should be considerate of others; avoiding rough play, running, and dangerous, destructive or noisy activities.

DAMAGES. Residents will be held responsible for any damage to the courts whether caused by them, their residents, tenants or guests.

LESSONS: Providing tennis lessons for compensation is strictly prohibited.

D. CLUBHOUSE

HOURS OF OPERATION. The clubhouse is available to residents and their guests from 7:00 A.M. to 11:00 P.M. seven (7) days a week. No one is allowed in this area at any other time. Any persons using the clubhouse do so at their own risk.

AGE REQUIREMENTS. Persons under the age of fourteen (14) may not use the clubhouse unless accompanied by an adult (18 years or older) who will be responsible for their conduct, safety and observance of these rules. Resident's under the age of fourteen (14) may be accompanied by a non-resident 18 years or older.

NON-RESIDENT USE. Non-residents are permitted use of the clubhouse only if accompanied by an adult resident (18 years or older). Residents are responsible for any and all damage caused by their guests.

NO SMOKING. Smoking is strictly prohibited in the clubhouse.

NO PETS. All dogs, cats and other pets are strictly prohibited in the clubhouse.

NO LITTERING. Keep the areas in and around the clubhouse clean at all times. Any unconsumed food or beverages, or related trash, should be disposed of in trash receptacles. Do not leave any food, beverages, personal items, etc. in the clubhouse area when you are not in attendance, including in the refrigerator.

PEDESTRIAN TRAFFIC ONLY. Pedestrian traffic only is allowed in the clubhouse. Roller skates, skateboards, bicycles and the like are strictly prohibited.

CLUBHOUSE FURNITURE. Lounges, tables, couches, ottomans and other furniture in the clubhouse belong to the Association and may not be removed from the area at any time.

NO SLEEPING: Sleeping in the clubhouse is strictly prohibited. Anyone sleeping in the clubhouse will be immediately asked to leave.

DAMAGES. Residents will be held responsible for any damage to the courts whether caused by them, their residents, tenants or guests.

SECTION IV: PARKING AND TOWING

PARKING AREAS. Parking within the community is allowed in designated parking areas only. Homeowners and residents may not modify any assigned parking space in any way that prevents the parking of a standard sized vehicle in that space or in any way reduces the total number of parking spaces. Before parking in any open (unassigned) parking space, residents must first park in all of their assigned parking spaces.

OPEN (UNASSIGNED) PARKING AREAS. Open (unassigned) parking spaces, if any, are to be used for temporary parking purposes only, by homeowners, residents and/or their guests for a period not to exceed seventy two (72) hours. Vehicles parked in these areas for more than seventy two (72) hours are subject to being towed at the vehicle owner's expense.

RESTRICTED PARKING AREA. Vehicles parked in other's assigned spaces, fire lanes, handicapped spaces (without proper tags), or along red curbs are subject to immediate tow at the vehicle owner's expense.

INOPERABLE VEHICLE. Inoperable vehicles, including vehicles with expired DMV registration tags, may not be parked or stored on the property. Vehicles with expired DMV registration tags are subject to tow, without notice.

TOWING. To have a vehicle which is parked in your assigned space towed, please contact the currently approved towing company and request the tow. The homeowner requesting the tow must be available to meet the towing company. The towing company may require identification and proof that the parking space has been assigned to you.

SPEED LIMIT. The speed limit within the Association is **(5 mph)**. Residents must maintain a safe and reasonable speed at all times while driving on Association property.

The following rules apply to all parking within the complex, whether assigned or unassigned.

1. All vehicles must park within the confines of a single marked parking space. Vehicles may not take up two spaces at any time.
2. Vehicles may not touch the white dividing line on either side.
3. Side mirrors, tailgates, hitches or any other item that extends from the vehicle may not protrude into any other parking space or touch any common structure.
4. Any vehicle that does not adhere to the rules above must park on the street.

SECTION V: ARCHITECTURAL CONTROL

One of the primary responsibilities of the Association is to protect your property value by maintaining architectural control of the Association. Your Association has an Architectural Review Committee (ARC) as provided in the Association's governing documents.

Please remember that prior ARC approval is required before making any modifications to your property, including installation of satellite dish antennas, screen doors, etc. In the event that you make a modification to your property without proper ARC approval, you may be required to remove the improvement or return the property to its original state.

Additionally, any homeowner who has already made unauthorized improvements please submit an ARC application for the improvement.

ARCHITECTURAL GUIDELINES.

1. All owners wishing to make any modification to their unit that is visible from the exterior of the unit must obtain **written** architectural approval from the Board of Directors/Management Company prior to beginning any work for said modification. Modifications requiring architectural approval may include, **but are not limited to**, flooring replacement, window/door replacement (including screen doors), air conditioner replacement, patio/balcony modifications (umbrellas, shades, bamboo screens), satellite dish installation, and interior modifications that may alter the building plumbing or structure.
2. Hard flooring is not allowed in **any** second floor units, except in the entryway, kitchen and bathroom(s). Any units that install hard flooring in unapproved areas will be required to immediately remove the hard flooring and replace with wall-to-wall carpeting.
3. Failure to obtain official architectural approval prior to beginning work will result in **a minimum \$250.00 fine**, regardless of whether the architectural application would have been approved or not.
4. There will be no courtesy notifications prior to being called to a hearing for unapproved architectural modifications. The Homeowner will be called to a hearing at the upcoming Board Meeting, where fines will be imposed.

The ARC Committee has developed the following architectural guidelines:

SATELLITE DISHES. Satellite dish antennas will be allowed to be installed only on a tripod (or other self-standing pole) contained entirely within the homeowner's exclusive use patio or balcony area. **No satellite dishes antenna, hardware or cables may be installed in any way that attaches to, pierces, or that is any way damages Association property, including roofs, eaves, siding, stucco, patios or any other building surfaces.** Homeowners that have already installed satellite dish antenna in any manner other than this approved method without ARC approval will be asked to remove their satellite dish antenna and repair any damage to the Association's property.

CABLE INSTALLATION. The following rules apply to all cables for phone, satellite, internet, or similar uses.

1. All **newly** installed cable must be installed in the interior of the home. Newly installed cables must not be visible from the exterior.
2. Existing cables must either be:
 - a. Re-routed on the interior of the building; **or**
 - b. encased completely in molding, **and** painted to match the color of the building; **or**
 - c. may be securely attached **under** the bottom edge of the buildings, only if they can be secured completely out of sight. Cables may not sag.
 - d. Exterior cable is only allowed from cable source to one (1) entry point into the unit. Multiple entry points are not allowed.
 - e. Cable from room to room must all be installed on the interior of the unit.

Additionally, all vertical stretches of outside cabling must be in the corner of the unit and/or behind the rain gutters. Cables may not run down the middle of a building. All horizontal stretches of outside cabling must be under the edge of the buildings at the ground line, under patio overhangs, or on top of the roof.

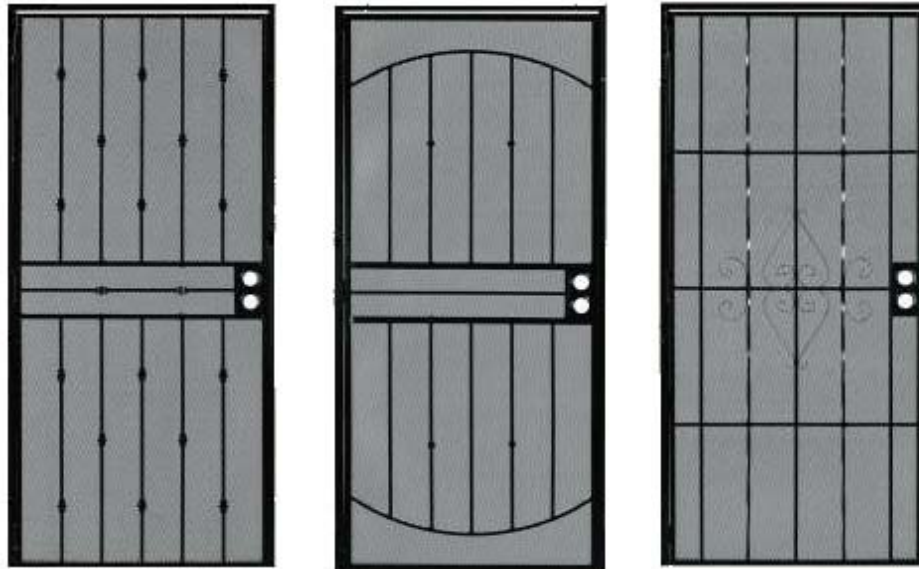
Bare cables must not be visible from the exterior of the building. Any cables on the exterior of the buildings must either be completely out of sight or encased in molding.

3. Cable molding must use as few penetrations as possible to adequately secure the molding to the building. All penetrations must be sealed with silicone or other clear waterproofing sealant. Any damage or future damage to the building, wood or stucco as a result of installation of cable molding will be the responsibility of the current homeowner of record, regardless of the date of installation.
4. Any installation of satellite dishes must follow the rules for satellite dish installation. Any dish installed without following the Association rules may be required to be removed or relocated at the owners' expense. Satellite dishes may only be free standing inside your patio or balcony. Satellite dishes may not be mounted to the building, fences or railing in any way, and may not be installed in the common area.

SCREEN DOORS. The Board has pre-approved the following screen door use by homeowners who wish to install a screen door (on their front doors only) at their expense. Any other screen door or security door would be allowed only with prior approval from the Association's ARC Committee.

All doors must be black in color, with matte silver hardware (locks and handles). Installation and maintenance is the responsibility of the homeowner, as well as any needed repairs to the stucco or door jamb, caused by the installation.

Styles may be Newport, Apollo or Laguna only.



FLOORING. Hard flooring (including wood, laminate, tile or other) is ***prohibited*** in 2nd floor units, except in the bathroom, dressing area, if any, kitchen and entry area.

CAMERAS. Exterior mounted cameras and doorbells require prior architectural approval.

**CANTABRIA MAINTENANCE CORPORATION
SOLAR ENERGY SYSTEM POLICY**

This Solar Energy System Policy (“Policy”) is established in accordance with Civil Code §714, 714.1 and 4746 and the Association’s First Restated Declaration of Covenants, Conditions and Restrictions (“CC&Rs”), to govern the installation of Solar Energy systems, as defined below, within the Project and provide guidelines for Owners seeking approval from the Board of Directors (“Board”) for installation of a Solar Energy System. The Association is responsible for the maintenance, repair and replacement of all roofs within the Project. This Policy is intended to provide guidance to Owners who desire to install and maintain a solar energy system upon a Common Area roof within the Association. These guidelines are intended to allow energy-conserving systems that are aesthetically pleasing to all Owners and residents. Owners may only install Solar Energy Systems in compliance with the terms, conditions and restrictions set forth herein.

1. Definitions

- A. “Solar Energy System” or “System” shall mean any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating, space cooling, electricity generation, or water heating.
- B. “Owner” shall mean any person, firm, corporation, or other entity which owns a fee simple interest in any Condominium, as recorded in the official records of San Diego County.

2. Association Approval Required

- A. Owners must obtain written approval for the Solar Energy System from the Board prior to the installation and/or use of the Solar Energy System.
- B. These rules set forth the requirements for the installation or use of a rooftop Solar Energy System for household purposes on a multi-family common area roof shared by more than one Owner in which the applicant resides.

3. Application Process

- A. Owners shall submit an architectural application for approval by the Board for the proposed Solar Energy System.
- B. The request must address the items specified in the paragraphs below.
- C. The Board shall respond, in writing, to the Owner’s request within 45 days from the date of receipt of the request and may approve the installation conditionally imposing reasonable restrictions as permitted by Civil Code Sections §714.1 and 4746.
- D. Fees may be imposed to defray the costs of reviewing plan submittals as well as costs associated with the preparation and recordation of the covenant agreement and any subsequent modifications.

4. Approval and Installation Requirements

- A. Applicants for Solar Energy Systems must notify each Owner of a Unit in the Condominium Building on which the installation will be located of the application to install a Solar Energy System. Evidence of such notification shall be provided to the Association in the form of a notification sheet signed by each Owner.
- B. Applicants for Solar Energy Systems must submit a solar site survey showing the placement of the Solar Energy System prepared by a licensed contractor or the contractor's registered salesperson knowledgeable in the installation of solar energy systems to determine usable solar roof area. (The survey and the cost of the survey are not included as part of the cost of the system as used in Civil Code section 714.) The site survey shall include a determination of an equitable allocation of the usable solar roof area among all Owners sharing the same roof. In the event the survey cannot confirm that the requesting Owner's equitable allocation of the common area roof is sufficient for the installation of their System, the request may be denied.
- C. Solar Energy System applications shall conform in all respects to the CC&Rs, the Association's Rules & Regulations, Architectural Guidelines and any other governing documents.
- D. Each applicant for a Solar Energy System must submit two (2) sets of plans, including engineering and construction plans, the solar site survey discussed in subsection (B) above, photographs, and specifications for the entire proposed Solar Energy System (such as details of size, design, color, and materials listed on each set of plans, and location of Solar Energy System on the exterior of the unit). All drawings must show affected elevations. If an application is incomplete, the Board may request additional documents and information. The Board may request other specifications from the Owner which it deems necessary to make an informed decision.
- E. Before the installation begins, applicants must provide evidence to the satisfaction of the Board that the Association has been named as an additional insured on the insurance policy maintained by the installer covering applicant's obligations set forth herein as relates to damage to property that is the Association's obligation to maintain, repair and/or replace.
- F. The Owner, and each successive Owner, must maintain a homeowner liability coverage policy at all times and provide the Association with the corresponding certificate of insurance within fourteen (14) days of approval of the application and annually thereafter.
- G. As a condition of the Association's approval, each applicant must execute an Agreement Containing Covenants Affecting Real Property Regarding the Installation of a System ("Covenant"), in the form to be provided by the Association. The Covenant will be recorded with the San Diego County recorder's office and will run with the land and bind the applicant and applicant's successors in interest unless it is later changed. The Covenant will require the applicant to (a) insure the System, (b) assume the costs for damage to the Common Area, Exclusive Use Common Area or Unit resulting from the installation, maintenance, repair, removal or replacement of the System, (c) assume the costs for the maintenance, repair, and replacement of the System until it has been removed and for the restoration of the Common Area, Exclusive Use Common Area or Unit after removal, (d) be responsible to disclose to prospective buyers the existence of any System of the Owner

and the related responsibilities of the Owner with regards to the recorded Covenant, and (e) indemnify, defend and hold harmless the Association. Applicant will be responsible to reimburse the Association for the cost to prepare and record the Covenant. In the event an applicant does not sign and notarize the Covenant, the Association may initiate legal action against the applicant to cease the installation and/or cause its removal.

- H. Before the installation begins, applicants must obtain (at applicant's expense) all necessary building or other permits as may be required by the State or local governments. The Association reserves the right to request that the Owner furnish proof that all required progress and final inspections have been completed and signed-off by the City and/or any other governmental entity.
- I. All contractors shall be notified of and abide by the Association's Rules & Regulations and/or Architectural Guidelines, including, parking, construction hours and contractor rules.
- J. The Solar Energy System must meet all health and safety standards and requirements imposed by state and local permitting authorities, consistent with Government Code §65850.5. The System must meet all applicable safety and performance standards of the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories, such as Underwriters Laboratories. Where applicable, the System must comply with the rules of the Public Utilities Commission regarding safety and reliability. The Association and the Board shall not be responsible for non-compliance with any required law, ordinance, permit, etc. for items installed by an Owner pursuant to the required architectural approval.
- K. Owners must hire a California licensed contractor with a C46 license to install the Solar Energy System. The installing contractor shall carry comprehensive general liability insurance of at least \$1,000,000.00 and such workers compensation insurance as is required by law. All such contractors shall also be bonded to the extent required by the California State Contractors Licensing Board. All such contractors shall present proof of all such licensing, insurance and/or bonding to the Association before the installation begins. The Board shall have the right to review the contract of any such contractor to confirm compliance.
- L. The application must not call for any Common Area trees or structures to be moved or removed, and no such removal will be allowed or required, now or in the future.
- M. The System will at all times be owned by and remain the property of the record Owner(s) of the respective Unit. Each applicant will be solely responsible for the maintenance, repair and/or replacement of the System, during the period of his/her/their record ownership. At the sole expense of any Owner(s) of record, during their period of record ownership, the Association may require the System to be inspected and the Common Area roof water tested for leaks at any points where the system is attached to the roof. Any leaks discovered, and damage caused thereby, shall be immediately repaired by a qualified licensed, insured and bonded contractor, at the sole expense of any Owner(s) of record, during his/her/their period of record ownership.

- N. Any removal or replacement of the System is subject to approval of the Board. Except in the case of an emergency, prior to any maintenance or repairs on the System, Owners of record shall provide written notification to the Association through its manager. If the installation, maintenance, repair, replacement and/or use of the System results in any damage to the roof, or any other building structure, the Owner(s) of record of the Unit, during his/her/their period of record ownership, shall indemnify, reimburse, defend and hold harmless the Association, and its directors, officers, committee members, agents, assigns and insurers, and/or any other Owner who is a member of the Association, from any claims, legal actions, costs, expenses, or any other losses arising or resulting from such roof or other building structure damage, including, but not limited to, those involving real property damage, damage resulting from moisture intrusion, structural repairs, drywall repair, mold remediation, damage to the Common Area or any Unit (as defined in the law and CC&Rs), damage to any personal property of the Association, and/or any Owner who is a member of the Association, and any personal injuries.
- O. The Association must be granted full access rights beneath, over and around the System for the purposes of conducting such maintenance, repairs and replacement as are required by the CC&Rs. In the event that such maintenance, repairs and replacement cannot be undertaken or completed with the System in place, the Owner(s) of record of the Unit, during their period of record ownership, at his/her/their sole expense, will remove, or cause to be removed, the entire System, or any portion thereof, to the extent necessary to allow the Association to conduct such maintenance, repairs and replacement. The System may be replaced by the Owner(s) of record, during his/her/their period of record ownership, at his/her/their sole expense. All such removal and/or replacement of the System as provided for in this section shall be subject to and comply with all other conditions of this approval.
- P. No leased solar systems shall be allowed.

5. Specific Guidelines

- A. The roof-mounted solar unit will be isolated to one segregated roof area corresponding to the Owner's Unit footprint. The Solar Energy System must be firmly secured to the roof in accordance with local building codes.

No solar system may be installed without a full inspection of the roof, with a written report supplied. The Association will arrange for the inspection, and for any roof that has not been inspected with the last 18 months, the cost for the inspection will be paid by the Association. If the roof has been inspected within the previous eighteen (18) months, the cost for the inspection shall be paid by the Owner.

- B. Systems must be designed so that they are flush/parallel with the roofline and elevated no more than twelve (12) inches from roof surface to the top of the exposed surface of the panels. Any request for exceptions to this will be addressed on a case by case basis, at the sole discretion of the Board of Directors. The edges of any panels shall be subject to setbacks required by applicable codes. Panel module frames and voltaic array shall be bronze or black in finish. Natural aluminum is not permitted. Panels and equipment shall be screened as much as possible.

- C. The Board will approve the route for the conduit and location of all improvements, attachments, installation, etc. on a case-by-case basis, to minimize or eliminate impact to: (1) other Owners, (2) maintenance, and (3) aesthetics. Any exterior equipment and wiring shall be painted to match surrounding exterior stucco and/or trim color.
- D. Inverters must be located on the patio, at locations approved by the Board such as near ground level and screened with appropriate landscaping, so that such are not readily visible from surrounding Units, patios or the Common Area. Any underground electrical components shall meet all applicable codes and regulations. Applicant may be obligated to relocate the electrical meter, at applicant's expense, to mitigate or eliminate negative impact to adjacent residents. Any exterior electrical, plumbing, and/or other lines need to be run within the patio area and encased in conduit that is painted to match the color of the building.
- E. An unused or inoperable System must be removed by the Owner at the Owner's sole expense. If a System is subsequently removed, Owner shall be solely responsible to reimburse the Association for costs incurred in returning the roof to a condition that is acceptable to the Board.
- F. Installed Systems shall not substantially interfere with the use and enjoyment of other Owners' property or cause unreasonable annoyance to adjoining residents.
- G. Violations of this policy are subject to enforcement as provided in the governing documents. In addition to violation enforcement, the Covenant may be terminated/revoked for failing to abide by state law, the governing documents, and/or the Covenant.

6. Criteria

In addition to the criteria set forth in the specific guidelines above, the Board will consider the following criteria and objectives in reviewing the application to install a System:

- A. Review the System installation and location plans to determine whether such installation will have an unreasonable visual impact on the neighboring Units and Common Areas.
- B. Review the impact of the System installation and location of the solar panels to the Association's Common Areas.
- C. Consider the future and ongoing maintenance of affected portions of the Association's Common Area (e.g. additional roof maintenance, etc.).
- D. Require submittal of any additional information necessary, in the Board's discretion, to evaluate the application or any modifications thereto. Any deadline for a review decision shall not begin to run until all additional information requested is submitted and the application is deemed complete.

The Board will consider the following criteria and objectives in reviewing the roofing plans, if any:

- 1) Whether the System installation and location, as defined in the plans, complies with existing architectural guidelines (e.g. consistent with color, design, harmony, etc.).
- 2) The impact of the System installation and location of the proposed System to the Association's Common Areas.
- 3) The longevity of and maintenance requirements of the proposed System.

7. Deposit

Prior to receiving final approval of an application for a solar system, the Owner must submit a deposit in the amount of \$600.00 (subject to change) for the projected costs for pre-work roof inspection, post work roof inspection and pre-work electrical inspection. Any unused funds will be refunded to the owner. If costs in excess of \$600.00 are incurred, the owner will be billed for the additional costs. Failure to submit the deposit will be considered failure to obtain architectural approval for the installation, and the owner may be subject to fines, per the Association Enforcement Policy.

SECTION VI: MISCELLANEOUS

A. GARBAGE AND REFUSE DISPOSAL.

All trash being removed from units must be taken directly to a trash enclosure and disposed of inside the trash bin provided. No trash must be left around the exterior of the building. Christmas trees should not be put into the dumpster areas but disposed of at city designated locations, unless a designated tree bin has been placed on the property.

All trash must be placed inside the trash bins. Any items left outside of the trash bins are not subject to disposal by the refuse collection company. Large items may be disposed of by contacting the refuse collection company in advance to schedule a pick-up. Should the Association incur additional costs as a result of large items left inside or outside the trash areas, this cost will be passed onto the owner of the unit leaving the trash.

Disposing of trash from within a unit into the trash receptacles located in the parkways or other common area is strictly prohibited.

Please know that any homeowner's garbage found in the grounds on the community will be considered a violation of these rules and the homeowner will be held responsible per the Association's Standard Violation Enforcement Procedure.

B. UNSECURED UNITS.

Any unit left unsecured may be secured by the Association at the homeowner's expense.

C. DUTY TO INSPECT UNIT, WATER MOISTURE INTRUSION AND MOLD.

Each Unit owner is responsible for inspect their unit on a regular basis, not less than weekly, and must ensure that there are no plumbing leaks, wet or damp building materials or areas, moisture, musty smells, mold or mildew contamination (including, but not limited to, inside of closets and water heater closets, behind furniture, beneath cabinets and sinks and behind bathroom fixtures).

Unit owners should make all residents and/or tenants aware that moisture is necessary for and can contribute to mold growth, and that mold and mildew can grow in the unit if not properly maintained and ventilated. Each Unit owner agrees to repair immediately any non-working window, sliding door, fan, heating, ventilation or air conditioning system.

Each Unit owner also agrees to report in writing to the Board of Directors, via the Property Management Company, **immediately upon discovery**, any signs of water intrusion or mold or mildew contamination, including, but not limited to, musty smells, and any signs of water or moisture intrusion into the unit, including plumbing leaks, roof leaks, irrigation leaks (or overspray), window leaks, and overflows from kitchen, bathroom, and/or laundry facilities. This is to ensure that there is no additional damage to common areas or other units, not necessarily because the HOA will be responsible for any repairs.

Any homeowner that fails to inspect their Unit and/or report any issue will be responsible to the Association and to any other homeowners that may be affected by that undiscovered or unreported issue.

Additionally, homeowners will be responsible for all clean up and removal of any water and/or moisture and/or mold resulting from any intrusion into their unit, regardless of the source of the water/moisture intrusion.

If you have not received confirmation from the Property Management Company within 24 hours of reporting that your issue is being addressed, it is the responsibility of each homeowner to follow up with the Property Management Company to ensure timely repairs.

While the Association may investigate the water intrusion, if the intrusion is from something that is under the maintenance responsibility of the homeowner, the homeowner will be responsible for all costs involved, including investigation costs (plumbers service call, etc.), even if the homeowner chooses to use another vendor to complete any needed repairs.

D. PETS.

No more than two (2) usual and ordinary domestic pets are permitted per residence.

Each owner or resident shall be responsible at all times for: (i) keeping pets properly restrained on a leash at all times when located outside of the Unit, and (ii) immediately cleaning up any excrement or other unclean or unsanitary condition caused by his or her pet in the Unit or Common Elements.

Association Not Liable: The Association, its Board of Directors, officers, employees and agents are not liable (whether by virtue of these Pet Rules or otherwise) to any condo owners, residents, their family members, guests, invitees, tenants and contract purchasers for any damage or injury to persons or property caused by any pet.

Indemnification of Association: Any condo owner, resident or their respective invitees who maintain a pet within the Cantabria community, whether in compliance with or in violation of these pet rules, shall indemnify and hold harmless the Association, its officers, directors, employees and agents from any claim brought by any person against them for personal injuries or property damage cause by such pet.

Responsibility for action of Pets: Unit owners are responsible and liable for any personal injury or property damage cause by animals associated with their units. Owners and renters shall advise their tenants and guests of the pet policies and ensure that their guests comply with the policies.

E. DRYER VENTS.

Each owner or resident shall be responsible for the dryer vent that services their unit, it its entirely.

F. EXCLUSIVE USE COMMON AREAS

Each owner/resident is responsible for cleaning all exclusive use common areas pertaining to their unit, including the deeded carport/parking space, balcony/patio and balcony/patio closet.

SECTION VII: BALCONY, PATIO RULES & REGULATIONS

No exterior clothesline shall be erected and maintained and there shall be no outside drying or laundering of clothes on the patios or any other part of the common area.

No linens, rugs, clothing, mops, brooms, swimsuits, beach towels, surfing outfits, or surfboards may be hung on over railings, or be visible. Rugs placed on the balcony or patio floor are acceptable.

No signs are allowed on any unit except as allowed by the California Civil Code and the Rules and Regulations.

It shall be the responsibility of individual residents to care for and maintain their balcony/patio areas.

No awnings, umbrellas, canopies or other additions may be installed or used without prior approval of the Board.

All furniture used on balconies shall be of the type normally designated as "outdoor furniture" and shall complement the exterior of the building.

Live plants and shrubs are permitted, however they may not be placed on railings as this poses a safety hazard.

Christmas/Holiday lighting and decorations may only be displayed from the time period starting the day after Thanksgiving and ending one week after Christmas. Other Holiday exterior lighting and decoration may not be displayed without prior approval of the Board.

Small hooks from hanging items less than 5 pounds may be attached to the wood fascia of the upstairs balcony if the holes are repaired after the hanger has been removed with a wood filler and matched color paint. No hooks or other anchoring devices may be placed into the building exterior stucco without prior authorization from the Board.

Bicycle hooks that attach to the bottom edge of the rafters that do no damage the rafter integrity are allowed.

Propane barbeque grills are allowed, however charcoal and pellet barbeque grills are not.

Propane space heaters are not allowed.

The Board recognizes that small, tastefully done birdfeeders do not present a problem for the Association. However, the Board reserves the right to require the removal of any birdfeeders that present a health or aesthetic problem.

No storage of an unsightly or dangerous nature is permitted on balconies, patios, or parking spaces. The term "unsightly" is defined at the discretion of the Board.

CLOSETS. Balcony and patio utility closets are the maintenance responsibility of the unit owner, including the closet doors. Water damage found inside of the closet must be reported to the management company within 24 hours, so that any needed repairs to the roof may completed. Interior closet damage is the responsibility of the homeowner.

SECTION VIII: NON-RESIDENT OWNERS

The Board of Directors has the following requirements for homeowners that do not reside within their condominium homes:

ADDRESS OF RECORD. The Association maintains an “address of record” for each homeowner that represents that homeowner’s mailing address for all correspondence from the Association. Homeowners that do not live within their condominiums (such as homeowners that lease out their condominiums to tenants) need to change their address of record so that they are receiving correspondence from the Association at their primary mailing address. Otherwise the homeowner may not receive important correspondence from the Association, including invoices for monthly assessments, newsletters, election materials, annual budget and disclosures, delinquency notices, violation enforcement letters, or other important legal notices. To change your address of record please notify the Management Company in writing or fill out the Homeowner and Resident Registration Form available from the Management Company or on the HOA website.

TENANT LEASE AGREEMENTS. Homeowners are responsible to ensure that any of their invitees, including tenants that rent their condominiums, follow the Association’s governing documents, including these rules and regulations. As such, tenant lease agreements should clearly indicate that the tenants have been provided with a copy of the Association’s governing documents, including the CC&Rs, Rules and Regulations, Parking Regulations, etc. **and that the failure of the tenant to follow the governing documents of the Association is a breach of the lease.** Owners should, of course, consult with their real estate attorneys on any landlord/tenant issues, including lease agreements.

SHORT TERM LEASES. Short term leases (leases with terms less than 30-days) are prohibited. Advertising any unit for rent under a short-term lease is prohibited.

SECTION IX: CLUBHOUSE RESERVATION POLICIES

The Clubhouse is for the use and enjoyment of all Cantabria Homeowners and they are encouraged to make use of these attractive facilities. To preserve the condition for the recreation facilities, certain restrictions are necessary.

The Clubhouse will be made available for the personal use of any homeowner who is current in payment of his/her homeowner’s account to the Association. Maximum allowable guests for the Clubhouse is 25 people.

A \$15.00 Clubhouse fee (check or money order only) and a \$200.00 cleaning and damage security deposit (check only) are required prior to the homeowner receiving access to the Clubhouse. The fee check and deposit checks (must be two separate checks) are made payable to “Cantabria Maintenance Corporation” and clearly marked as “Clubhouse Security Fee” and “Clubhouse Security Deposit”, respectively. The checks are to be delivered to the management agent.

A “Facility Use Agreement Form” must be completed, signed by the homeowner and submitted along with the clubhouse fee and security deposit checks ten (10) business days prior to the reservation date. The resident shall post notices on the clubhouse doors at least one week prior noting the date and time of the event.

A walk-through of the facilities and surrounding property may be scheduled with a member of the Board or the management agent both before and after use. A Clubhouse Checklist must be completed by the Clubhouse Coordinator and signed by any persons wishing to use the facility. The Security Deposit check will be returned provided the Clubhouse is in good condition and in compliance with the rules following the reservation date. If there is damage, or if additional cleaning is required, appropriate charges will be deducted, or additional penalty charges will be assessed should damage exceed the deposit.

Only Cantabria homeowners who have no current arrears in monthly condominium assessments are permitted use of the Clubhouse.

The homeowner who reserves the Clubhouse, on their behalf or their tenant's, shall be responsible for the repair or replacement of any item damaged in the recreation hall, to the building or any of the common property surrounding the area. Homeowners are specifically responsible for the acts of their tenants, guest, and guest's invitees. The Unit owner will be liable for any unrecovered expenses for the repair of the Clubhouse.

Homeowners reserving the Clubhouse must remain in the Clubhouse area at all times during its use. The Clubhouse area is defined to include the Clubhouse, the pool area, and the sidewalk area immediately in front of the Clubhouse. At the conclusion of the social event, the homeowner must be absolutely sure he/she is the last one to leave. The homeowner is responsible for ensuring that all lights and the Clubhouse air condition/heating system have been turned off, and the building in secure.

Reservations are accepted on a first-come, first served basis. Reservations are not considered approved until the deposit check is received and the reservation is verified by the management company. If there is an existing, management approved reservation, no other residents may reserve or use the clubhouse during the time of the reservation. Any issues that may arise with conflicting reservations may result in fines and suspension of common area privileges.

In consideration of the rights of all other residents, all weeknight events shall be concluded by 10:00 p.m., and weekend events concluded by **11:00 p.m.** The clubhouse is available starting at 8 a.m.

Due to the close proximity of the Clubhouse to residences, the volume of any music or radio/TV broadcast needs to be kept low enough so as not to disturb surrounding residents.

If use of the pool is requested during the function, you may not disturb or restrict other residents from use of the pool, and all pool regulations will apply. No homeowner can exclusively reserve any part of the pool area for a private function. Guests are not permitted to gather in the parking area or common areas.

No surf boards, boogie boards, balls or inflatable items are allowed in the pool or clubhouse areas except small, soft children's toys and small flotation devices.

No "jumpy's" (large inflatable jumpy houses, slides, etc.) are allowed within the pool or clubhouse area or anywhere else in the common area.

Alcoholic beverages must be kept inside the clubhouse at all times. Alcohol may not be consumed in the pool area. Drinking games of any kind (such as beer pong, flip cup, quarters, etc.) are strictly prohibited.

Admission fees of any kind are strictly prohibited for events held in the clubhouse.

The Clubhouse shall not be used for commercial purposes. It is permissible to use the Clubhouse for parties where specialty merchandise will be sold, such as Tupperware, Party Lite Candles, Pampered Chef, etc.

The Clubhouse door may not be propped open during any event. The Clubhouse and surrounding area must be cleaned by noon the day following the social event and must be inspected prior to refund of the deposit check.

The Clubhouse furniture and/or fixtures are not to be removed from the premises.

Children under 18 years of age must be accompanied by a homeowner, parent, or guardian when using the Clubhouse and/or pool. ***There is no lifeguard on duty.***

No alcohol is permitted in the common areas. Liquor shall not be sold on Clubhouse premises. No alcohol shall be served to minors. The homeowner using the facility is responsible for all guests drinking alcoholic beverages. Cantabria Maintenance Corporation will not be held responsible for any injury resulting from the consumption of alcohol.

Smoking is **not** permitted in the Clubhouse or the pool area. No food or glass is permitted in the pool and spa areas.

Wet bathing suits shall not be worn in the Clubhouse.

FACILITY USE AGREEMENT (INDEMNITY AND HOLD HARMLESS)

I, _____ (“Owner”), a member of Cantabria Maintenance Corporation (“Association”), request the Association allow me to use the Association’s Clubhouse (“Facility”) on _____ 20____ for _____ (Event”) pursuant to the terms and provision of this Agreement and in accordance with the Association’s common area rules and regulations, including the Association’s Recreational Clubhouse Policy (Attached). In connection therewith, I agree as follows:

RELEASE FROM LIABILITY

I hereby fully release, waive and discharge the Association, its members, directors, officers, representatives, administrators, agents, partners employees, attorneys, insurers, successors and assigns, from any and all past, present or future claims, damages, and actions and causes of action, of whatever kind or nature, whether known or unknown, suspected or unsuspected, including, but not limited to, claims based on active or passive negligence and/or wrongful death, based on, arising out of or in connection with the Event as well as my, my family members and guest’s use of the Facility.

INDEMNIFICATION

I hereby agree to indemnify and hold harmless the Association, its members, directors, officers, representatives, administrators, agents, partners, employees, attorneys, insurers, successors and assigns, from any and all claims, damages, actions, causes of action, liabilities, losses, costs, attorney’s fees and any other expenses (“Claims”), based on, arising out of or in connection with the Event as well as my, my family members, tenants and guest’s use of the Facility.

RESPONSIBILITY FOR OTHERS

Owner agrees that all of Owner’s duties hereunder regarding release from liability, indemnification or otherwise protecting the Association from liability or limiting or waiving the Association’s liability apply equally to each and every person or individual using the Facility in connection with the event. Accordingly, as between the Association’s and Owners, Owner (and not the Association’s) shall be responsible for any and all such persons/individuals and shall defend, Indemnify and hold the Association harmless from any and all claims by such persons or individuals and from any claims by other users of the Facility arising out of the use by or the act or omissions or owner, owner’s family members and/or guests.

PERSONAL AGREEMENT

This Agreement is personal to the Owner and is non assignable and nontransferable.

LEGAL FEES

In the event an action is brought by any party for breach or interpretation of this Agreement, the Prevailing party shall be awarded all cost and expenses of suit, including reasonable attorney’s fees. THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNED THIS AGREEMENT.

_____ (Date)	_____ Owner (Printed Name)
_____ (Address of Unit)	_____ Owner’s Signature
Phone Number: _____ (User of the Clubhouse)	Tenant’s name: _____ (If applicable)