

CANTABRIA MAINTENANCE CORPORATION  
RULES AND REGULATIONS  
REVISED 2025



## **TABLE OF CONTENTS**

SECTION I:	INTRODUCTION	Page 1
SECTION II:	ELECTION RULES	Pages 2-7
SECTION III:	COMMON AREA AMENITIES	
	A. Pool & Spa Area	Pages 7-8
	B. Fitness Center	Pages 8-9
	C. Tennis/Pickleball Courts & Racquetball Court	Pages 9-10
	D. Clubhouse	Pages 10-11
	E. Dog Park	Page 11
	F. Park Area (Playground, Volleyball Court)	Pages 11-12
	G. Community Gas Barbecues	Page 12
SECTION IV:	PARKING	Pages 12-13
	A. Electric Vehicle Chargers	Pages 13-14
SECTION V:	ARCHITECTURAL CONTROL	Pages 14-23
SECTION VI:	MISCELLANEOUS	
	A. Trash, Organics and Recycling Disposal	Pages 23-24
	B. Unsecured Units	Page 24
	C. Duty to Inspect Unit, Water/Moisture Intrusion	Page 24
	D. Pets	Pages 24-25
	E. Dryer Vents	Page 25
	F. Exclusive Use Common Areas	Page 25
	G. Drones	Page 25
	H. Signs	Page 25
	I. Noise Control	Page 26
	J. Slab Cracks	
SECTION VII:	BALCONIES, PATIOS, AND WINDOWS	Pages 26-27
SECTION VIII:	VIOLATION ENFORCEMENT PROCEDURE	Pages 27-29
SECTION IX:	NON-RESIDENT OWNERS	Page 29
SECTION X:	CLUBHOUSE RESERVATION POLICIES	Pages 29-32

## **SECTION I: 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 described in the Declaration of Covenants, Conditions and Restrictions (CC&Rs) and Bylaws. Throughout this document, the term "Resident" shall apply to both offsite Owners and tenants.

The Association's governing documents include CC&Rs, Bylaws, and these Rules and Regulations. These Rules and Regulations are issued by the Board of Directors 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 CC&Rs or Bylaws, the CC&Rs and Bylaws 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. 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 to them by the governing documents and the appropriate California State law, the Board of Directors can impose a penalty for violations of the governing documents, including these Rules and Regulations. Penalty assessments and procedures are outlined under the Violation Enforcement Procedure section of this document.

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

## **SECTION II: ELECTION RULES**

1. These Election Operating Rules shall apply to elections required to be held by secret ballot pursuant to *Civil Code* Section 5100(a). The Board of Directors may, in its discretion, also determine to apply these Election Operating Rules to govern an election on any topic that is not expressly required by statute to be conducted by secret ballot.

### **ACCESS TO ASSOCIATION COMMUNICATIONS**

2. All candidates or Members advocating a point of view shall have equal access to all Association media, newsletters, and websites during a campaign for purposes reasonably related to that election. Equal access may include no access to any candidate or Member.
3. The Association will not edit or redact (black out) any content from communications set forth in Section 2. The Association may include a statement that the candidate or Member, and not the Association, is solely responsible for the content of the communication.
4. Candidates, including those who are not incumbents, and Members advocating a point of view reasonably related to the election, shall have equal access to any Common Area meeting space, if any exists. This access shall be provided at no charge for purposes reasonably related to the election, except that the Association may implement procedures for reserving Common Area meeting spaces and access may not be provided if the area is already in use or has already been reserved.

### **CANDIDATE QUALIFICATIONS**

5. Qualifications for candidates to the Board of Directors shall include:
  - a. Candidates must be Members of the Association. Any Member that is not a natural person (such as a corporate Member or trust) may appoint a natural person to be a candidate on its behalf.
  - b. Only one Owner per Lot shall be eligible to serve on the Board at any time.
  - c. Candidates must not be delinquent in the payment of any regular or special assessments, with the exception of Owners who have entered into a valid payment plan with the Association.
  - d. Candidates must not have been convicted of a crime that would prevent the Association from obtaining or maintaining fidelity bond coverage required by *Civil Code* Section 5806.

### **NOMINATIONS**

6. At least thirty (30) days prior to the deadline for submission of candidacy nominations, the Association shall provide Members with notice (via general delivery) of the procedures and deadline for submitting a candidacy nomination.
7. Procedures for nomination of candidates to the Board shall allow for a Member to nominate himself or herself and shall be consistent with the Governing Documents.
8. Nominations "from the floor" will not be accepted.

### **VOTING**

9. At least thirty (30) days prior to the mailing of ballots, the Association shall prepare:

- a. A candidate registration list showing the names of all candidates that will appear on the ballot; and
  - b. A voter list which includes the name, voting power, mailing address, and separate interest address or parcel number for each Member.
10. Members have the right to inspect and verify the accuracy of their individual information on both lists identified in Section 9. Errors reported to the Inspector(s) of Elections shall be corrected within two (2) business days.
  11. The Board may, but is not required to, set the date the ballots are mailed or otherwise delivered as the “voting cut-off date” to establish membership status for voting.
  12. Every Member of record shall have the right to vote, unless the Board adopts the voting cut-off date and an individual was not a Member of Record as of that date.
  13. The voting power of each Member shall be as described in the Association’s Bylaws and/or Declaration.
  14. Ballots must be submitted by the Ballot Deadline and will not be accepted at the Annual Meeting.

#### **INSPECTOR(S) OF ELECTIONS**

15. Inspector(s) of Elections (i.e. independent third parties) shall be appointed by the Board. The number of Inspector(s) of Elections shall be one (1) or three (3). If there are three (3) Inspectors of Elections, the decision or act of a majority shall be the decision or act of all.
16. The following persons may not serve as Inspector(s) of Elections: Board Members, candidates, persons who are related to Board Members, persons who are related to candidates, or any party who is currently employed or under contract with the Association for compensable services, other than as the Inspector(s) of Elections.
17. The following persons are independent third parties and may serve as Inspector(s) of Elections: Any third-party person or Company hired by the Association solely for this specific purpose. Association Members may serve as Inspector(s) of Elections if they are not a Director, a candidate, or a person related to any Director or candidate.
18. Independent third parties may be compensated for performing Inspector(s) of Elections services. Association Members, however, are not entitled to compensation for serving as Inspector(s) of Elections.
19. Inspector(s) of Elections may appoint and oversee additional independent third parties to verify signatures and to count and tabulate votes.
20. The Inspector(s) of Elections are charged with performing the following duties:
  - a. Determine the number of memberships entitled to vote and the voting power of each.
  - b. Receive ballots or determine a location where ballots are to be delivered.
  - c. Verify the Member’s information and signature on the outer envelope. For mailed ballots, the Inspector(s) may verify the Member’s information and signature on the outer envelope prior to the election;

- d. Hear and determine challenges and questions in any way arising out of balloting or the election.
- e. Count and tabulate all votes. Determine when the polls shall close, consistent with the Association's Governing Documents.
- f. Determine the tabulated results of the election.
- g. Report the tabulated results of the election or balloting promptly to the Board of Directors to ensure that the Board can publicize the results to the homeowners within 15 days of the election.
- h. Retain the ballots at a location designated by the Inspector(s) of Elections pursuant to *Civil Code* Section 5125.
- i. Perform any acts as may be proper to conduct the election with fairness to all Members in accordance with *Civil Code* Sections 5100 - 5145, the *Corporations Code*, and these Election Operating Rules to the extent not in conflict with *Civil Code* Sections 5100 - 5145.

### **ELECTION PROCEDURES**

- 21. After the deadline for submission of candidacy nominations, and at least thirty (30) days prior to the mailing of ballots, the Association shall prepare the candidacy registration list and voter list, pursuant to Section 9 above.
- 22. At least thirty (30) days prior to the mailing of ballots, the Association shall provide Members notice of the following (via general delivery):
  - a. The date, time, and physical location for the return of ballots;
  - b. The date, time, and location of meeting; and
- 23. The names of all candidates that will appear on the ballot. At least thirty (30) days prior to the deadline for voting, the Inspector(s) of Elections or Association shall mail or otherwise deliver ballots to the Members. Within this same timeframe, a copy of these Election Operating Rules shall be provided to the Members either:
  - a. By mail with the ballots; or
  - b. By posting to a website and including the corresponding website address on the ballot together with the phrase in at least 12-point font: "The rules governing this election may be found here: ..."
- 24. The voting period for elections shall commence when the notice of the meeting and/or ballots have been mailed/ delivered to all Members and shall terminate as stated in the notice and/or ballot or as determined by the Inspector(s) of Elections, consistent with the Governing Documents.
- 25. The form and content of election materials, i.e., secret written ballot, envelopes, etc., shall conform to the requirements of the *Civil Code*.
- 26. No Member shall be denied a ballot, unless the Board adopts the voting cut-off date and an individual was not a Member of Record as of that date.
  - a. No person who holds a valid general power of attorney for a Member shall be denied a ballot, if requested.
  - b. A ballot cast by a person who holds a valid general power of attorney for a Member shall be counted if received timely by the Inspector(s) of Elections.

27. Once a ballot has been received by the Inspector(s) of Elections, it shall be irrevocable.
28. Votes shall be counted and tabulated by the Inspector(s) of Elections or their designee(s) in an open area at a properly noticed open meeting of the Board or Members. Any candidate or other Member may witness the counting and tabulation of the votes. To ensure anonymity of the voting, Members must stand at least five (5) feet away from the Inspector(s) of Elections or their designee(s) during the tabulation process. Members are prohibited from speaking to the Inspector(s) of Elections or their designee(s) during the tabulation process or interrupting the tabulation process in any way.
29. Notice of the tabulated results of the election shall be provided to the Members (by general delivery) within fifteen (15) days of the election.
30. Ballots, signed voter envelopes, the voter list, and the candidate registration list shall be retained in the custody of the Inspector(s) of Elections or at a location designated by the Inspector(s) of Elections as set forth in *Civil Code* Section 5125, at which time the ballots shall be transferred to the Association.
31. If there is a recount or other challenge to the election process, the Inspector(s) of Elections shall, upon written request, make the ballots available for inspection and review by an Association Member or his or her authorized representative, at a location and time as determined by the Inspector(s) of Elections. The recount shall be conducted in a manner that preserves the confidentiality of the vote. The candidate or Member requesting the recount shall be responsible for any and all costs related to the recount, including compensation to the Inspector(s) of elections, if applicable.

## **ELECTRONIC VOTING**

### **1. Definitions**

- a. Electronic Voting: A voting method that allows members to cast their votes via an internet-based system, ensuring vote secrecy and integrity.
- b. Paper Ballot: A traditional voting method where members cast their votes using physical ballots mailed to them.

### **2. Voting Methods**

#### **2.1 Board Discretion for Electronic Voting**

The Association may utilize electronic voting for certain elections or membership votes, at the sole discretion of the Board of Directors, and subject to applicable provisions of California law, including Civil Code §5105(i). The decision to offer electronic voting shall be made on a case-by-case basis and noted in the Board meeting minutes prior to the notice of election being issued.

#### **2.2 Member Voting Method Selection**

When electronic voting is authorized by the Board for a specific election or vote:

- a. Members may choose to vote electronically or request a paper ballot.
- b. Members may change their voting method by notifying the Association in writing at least 90 days prior to the election date.
- c. The Association will maintain a record of each member's selected voting method for the authorized election.

### **2.3 Paper Ballot Default**

In the absence of a Board decision to authorize electronic voting for a specific election or vote, **paper ballots will remain the default voting method** and will be used in accordance with existing Association rules and Civil Code requirements.

### **3. Voting Methods**

- a. Default Voting Method: Paper Ballot shall be the default voting method for all eligible members.
- b. Opting for an Alternative Method:
  - i. Members may opt to use the alternative voting method by submitting a written request to the association at least 90 days prior to the election date.
  - ii. The Association shall confirm receipt of such requests and update the member's voting preference accordingly.

### **3.1 Notification Requirements**

At least thirty (30) days prior to the deadline to change voting methods, the Association shall notify all members of:

- a. The Board's decision to permit (or not permit) electronic voting for the upcoming election;
- b. The member's current voting method on record;
- c. Instructions on how to opt in or out of electronic voting (if applicable);
- d. The final deadline for changing voting methods.

### **4. Ballot Content and Distribution**

Both electronic and paper ballots shall contain identical content, listing all items to be voted upon. Ballots shall be distributed at least thirty (30) days prior to the election date.

- a. Electronic Ballots:
  - i. Sent to members who have opted for electronic voting and provided a valid email address.
  - ii. Include instructions on accessing the voting platform and casting votes.
- b. Paper Ballots:
  - i. Mailed to members who have opted for paper ballots or have not provided a valid email address.

### **5. Voting Platform Requirements**

The electronic voting system shall:

- a. Ensure the secrecy and integrity of each vote.
- b. Authenticate the identity of voters.
- c. Prevent tampering or duplication of votes.
- d. Provide a receipt to each voter confirming their vote has been cast.
- e. Separate voter identity from the ballot to maintain anonymity.

### **6. Quorum and Voting**

- a. Members casting votes electronically shall be counted towards quorum requirements.
- b. Once a quorum is established, votes shall only be taken on matters listed on the ballot.

### **7. Nomination Procedures**

- a. Nominations from the floor during membership meetings are prohibited.
- b. All nominations must be submitted in accordance with the Association's established procedures and deadlines.

## **8. Record Keeping**

- a. The Association shall maintain records indicating each member's chosen voting method.
- b. These records shall be updated upon receipt of a member's request to change their voting method.

## **9. Confidentiality and Ballot Handling**

- a. No person, including association members or Management, shall open or review any ballots before the time and place set for counting and tabulation.
- b. Ballots shall be counted and tabulated by the Inspector(s) of Elections at a properly noticed open meeting.

## **10. Amendments to Election Rules**

- a. Any amendments to these Election Rules shall be made in accordance with Civil Code §4360, including a 28-day member comment period before adoption by the Board.

# **SECTION III: COMMON AREA AMENITIES**

## **A. POOL AND SPA AREA**

**HOURS OF OPERATION & USE.** 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. When finished using the spa, please replace the cover and turn off the jets. Any persons using the pool and spa area do so at their own risk. **THERE IS NO LIFEGUARD ON DUTY!**

**POOL AREA FOBS.** 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 the Management Company immediately.** It is not permitted to loan fobs to non-residents. There is a replacement charge for lost fobs.

**LIFESAVING EQUIPMENT.** 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 eighteen (18) years or older who will be responsible for their conduct, safety, and observance of these rules. Residents under the age of fourteen (14) may be accompanied by a non-resident eighteen (18) years or older.

Incontinent persons must wear appropriate swim diapers. Use of the hot tub is restricted to individuals older than five (5) years of age. Individuals between the ages of 6 to 14 must be under the direct supervision of a responsible adult (over age 18).

**NON-RESIDENT USE.** Non-residents are permitted use of the pool and spa area only if accompanied by an adult resident eighteen (18) years or older. Residents are responsible for any and all damages 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/Vaping are 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 animals 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 while 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 surfboards, boogie boards, balls, or inflatable items are allowed in the pool except small, soft 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. Throwing the pool furniture into the pool and spa are strictly prohibited.

**DAMAGES.** Owners 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 & USE.** 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. When finished using the fitness center, please turn off all lights, ceiling fans, and the TV. 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 eighteen (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 eighteen (18) years or older. Residents are responsible for any and all damage caused 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/Vaping are strictly prohibited in the fitness center.

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

**NO PETS.** All dogs, cats, and other animals 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 while 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.** Owners will be held responsible for any damage to the fitness center, whether caused by them, their residents, tenants, or guests.

### **C. TENNIS/PICKLEBALL COURTS & RACQUETBALL COURT**

**HOURS OF OPERATION.** The tennis/pickleball courts & racquetball 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 these areas 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 eighteen (18) years or older who will be responsible for their conduct, safety, and observance of these rules. Residents under the age of fourteen (14) may be accompanied by a non-resident eighteen (18) years or older.

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

Users shall limit the number of participants to no more than twelve (12) people per side, where each side is considered one (1) tennis court/two (2) pickleball courts.

**NO SMOKING.** Smoking/Vaping are strictly prohibited in the courts.

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

**NO PETS.** All dogs, cats, and other animals 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 while 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.** Owners will be held responsible for any damage to the courts, whether caused by them, their residents, tenants, or guests.

**RESERVATIONS.** Owners/Residents of Cantabria may reserve the tennis/pickleball courts online at [Yourcourts.com](http://Yourcourts.com). If courts have not been reserved and are not being used, owners/tenants are welcome to use the courts without having previously made reservations.

**PARKING.** Hosts shall request that their guests utilize street parking in order to maximize onsite parking for residents.

**LIGHTS.** The court lights operate on 1 hour timers. In order to minimize the Association's electricity costs, users should turn off the lights when the last player leaves the courts at night. Also, please ensure that the weather resistant covers are closed on both light timers, to prevent water damage.

**GATE.** For security reasons, only one of the tennis/pickleball court gates is operational. The tennis/pickleball courts and racquetball court are accessible with the common area fob. When the last player leaves the courts, please ensure that the gate/door is securely closed and locked.

## **D. CLUBHOUSE**

**HOURS OF OPERATION & USE.** 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. When finished using the clubhouse, please turn off all lights and the TV. 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 eighteen (18) years or older who will be responsible for their conduct, safety, and observance of these rules. Residents under the age of fourteen (14) may be accompanied by a non-resident eighteen (18) years or older.

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

**NO SMOKING.** Smoking/Vaping are strictly prohibited in the clubhouse.

**NO PETS.** All dogs, cats, and other animals 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 while not in attendance, including in the refrigerator. Janitorial has been instructed to dispose of any food items that they find in the refrigerator, freezer, kitchen cabinets, or anywhere else in the clubhouse during their routine service of the property. Residents who have reserved the clubhouse for a private event should bring any food items for that event with them as they assume control of the clubhouse, and not attempt to store them there ahead of time.

**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.** Owners will be held responsible for any damage to the clubhouse, whether caused by them, their residents, tenants, or guests.

**AMENITIES.** The Association provides several amenities in the clubhouse for the enjoyment of the residents, including a television, a ping pong table, an air hockey table, and a free lending library. Please do not remove any of the accessories for the television, or ping pong or air hockey tables. If any accessories are missing, report it to Management.

## **E. DOG PARK**

**USE.** Use of the dog park is at the dog owner's own risk. The Association will not be responsible for any fights, attacks, injuries, health issues, or other incidents that may occur.

Dog owners must be inside the dog park supervising their dog(s) at all times.

Dog waste must be immediately cleaned up by the dog owner. A dog waste station is provided by the Association to assist with this.

**NON-RESIDENT USE.** The dog park is for Cantabria residents *ONLY*. Please immediately report trespassers to the police.

**DOG BEHAVIOR.** No aggressive dogs or dogs in heat are allowed in the dog park. Dogs may not pester or mount other dogs. Please carefully watch for signs of aggression and closely monitor un-neutered males.

Dogs must be licensed and immunized.

**AGE REQUIREMENTS.** Residents under the age of fourteen (14) must be accompanied by an adult eighteen (18) years of age or older.

**SUGGESTED TIME LIMIT:** Please try to limit use of the dog park to thirty (30) minutes, in order to allow other residents ample opportunity to enjoy it as well.

**RESTRICTED ACTIVITIES:** Please do not prop open the gates to the dog park, and ensure they are securely closed and latched upon leaving.

**DAMAGES.** Owners will be held responsible for any damage to the dog park, whether caused by them, their residents, tenants, or guests.

## **F. PARK AREA (PLAYGROUND, VOLLEYBALL COURT)**

**USE.** This area cannot be reserved for parties.

**NO LITTERING.** Keep the areas around the park 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 park area after use. Please do not dispose of any household trash in the park area trash receptacles.

**RESTRICTIONS.** No “jumpies” or bounce houses are allowed on the property. No camping, tents, or otherwise are permitted in the park area. No dogs are permitted off-leash in this area.

## **G. COMMUNITY GAS BARBECUES**

The Association provides three (3) gas barbecues for the residents’ enjoyment. In order to maximize this benefit for all, please observe the following rules:

- Always make sure that the gas is turned off after using the barbecues.
- Always close the lid after finishing using the barbecues.
- Alert Management immediately if one of the barbecues is damaged or operating incorrectly.
- While the barbecues are regularly cleaned, it is each user’s responsibility to ensure that the grill is sufficiently clean for safe use prior to using.
- Please be courteous and leave the barbecue as clean as it was found after each use.

## **SECTION IV: PARKING**

**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 their assigned parking spaces.

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

1. All vehicles must park within the confines of a single marked parking space and may not touch the white dividing line on either side. Vehicles may not take up two spaces at any time. Residents who have **assigned** parking spaces directly adjacent to one another may enter into a mutual agreement to park over the dividing stall lines and share the combined space as needed, but this agreement must be documented in writing with the Management Company.
2. 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.
3. No materials may be installed on the carport posts.
4. Any vehicle that does not adhere to these rules must park on the street.

**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 tow at the vehicle owner’s expense.

**RESTRICTED PARKING AREAS.** Vehicles parked in marked fire lanes, accessible spaces (without displaying proper credentials), along red curbs, or blocking driveways or other parking spaces are subject to immediate tow at the vehicle owner's expense.

**RESTRICTED VEHICLES.** All parking on the property, including the deeded parking spaces and unassigned parking spaces, is restricted to automotive passenger vehicles only. The State of California Motor Vehicle Code defines an automotive passenger vehicle as a car, pick-up truck, van, motorcycle, or moped. Motor homes, recreational vehicles, large commercial trucks/vans, trailers, and boats are strictly prohibited.

**RESTRICTIONS.** Sleeping or living in vehicles on the property is strictly prohibited.

**INOPERABLE VEHICLES.** Inoperable vehicles, including vehicles displaying expired DMV registration tags, may not be parked or stored on the property.

**VEHICLE REGISTRATION.** All vehicles parked on the property must be currently registered with the DMV and display current registration tags. Non-operable registration is not allowed.

**VEHICLE STORAGE.** Vehicle storage in the open (unassigned) parking spaces is not allowed. Vehicles in the open (unassigned) parking spaces must be moved every seventy-two (72) hours. Any residents who will be absent for an extended period of time and parked in an open (unassigned) parking space must notify Management prior or the vehicle will be subject to tow.

No vehicle shall be kept, left, or stored in the community in a condition that constitutes a safety hazard or is deemed by the Board of Directors to be eyesore. This prohibition includes the storage of materials, equipment, or other excessive personal property inside vehicles. For any vehicle that uses a car cover, the cover must be capable of being lifted to view the vehicle's current DMV registration, and the cover must be kept in good condition, free of any damage.

**TOWING.** It is the owner's responsibility to have a vehicle towed from their deeded parking space. Please contact the currently approved towing Company to request the tow. The homeowner requesting the tow must be available to meet the towing Company and provide identification and proof of ownership of the parking space.

**VEHICLE MAINTENANCE.** No vehicle maintenance, repairs, modifications, or painting is permitted on the property. Any vehicles that leak fluid must be promptly repaired and all fluid spillages must be immediately removed by the vehicle owner.

**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.

## **A. ELECTRIC VEHICLE CHARGING STATIONS**

The Association provides Electric Vehicle ("EV") charging stations in the common area parking lot for the exclusive use of residents, owners, and their approved guests.

To use the vehicle charging stations, please contact the Management Company for approval to set up an account.

Users of the charging stations pay ChargePoint, the operator of the stations, directly.

The EV parking spaces are dedicated for the use of EV's that are ***actively charging***. Any non-electric vehicles or non-charging EV's that are parked in a dedicated EV space are subject to tow without notice. The only exception to this rule is EV's that start charging in the evening and complete charging in the middle of the night. Those vehicles do not need to be moved until the following morning.

One of the EV charging spaces is a van-width accessible parking space. If all of the other charging spaces are already occupied, users are welcome to use this charging space. Please note this space is not a designated accessible parking space, so vehicles with accessible parking designations may not park there, unless actively charging.

In order to maximize the availability of the charging stations, all users should promptly remove their vehicles once the charging is complete. As noted above, users charging overnight do not have to move their vehicle until the following morning.

Please return the charging cable to its normal stowed position on the charger once charging is complete, in order to minimize the risk of damaging the cable or presenting a trip hazard to other residents.

The Association may implement a feature in the Charger software that will notify the owner of a car being charged via text or other method when their charging session is complete. If this feature is implemented, the vehicle owner will be given a certain amount of time to move their vehicle out of the charging parking space, and if the vehicle is not moved in that timeframe, the user will start to incur charges for taking up that space. This feature will not be implemented for vehicles being charged overnight.

## **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. The Association may appoint 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, window replacements, security 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 will be required to submit an ARC application for the improvement.

### **ARCHITECTURAL GUIDELINES.**

All owners wishing to make any modification to their unit must obtain ***written*** architectural approval from the Board of Directors or ARC prior to beginning any work for said modification. Modifications requiring architectural approval include, ***but are not limited to***, flooring replacement, window/door replacement (including security screen doors), air conditioner replacement, patio/balcony modifications (shades, bamboo screens), satellite dish installation, and interior modifications that may alter the building plumbing or structure. This includes shower/bathtub replacements and modifications to the plumbing systems that may affect other units.

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.

There will be no courtesy notifications prior to being called to a hearing for unapproved architectural modifications. The Homeowner will be called to an automatic hearing at the upcoming Board Meeting, where fines may be imposed.

The ARC has developed the following architectural guidelines:

**SATELLITE DISHES.** Satellite dish antennas may only be installed 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 antennas 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 unit. Newly installed cables must not be visible from the exterior.
2. Existing cables must 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.

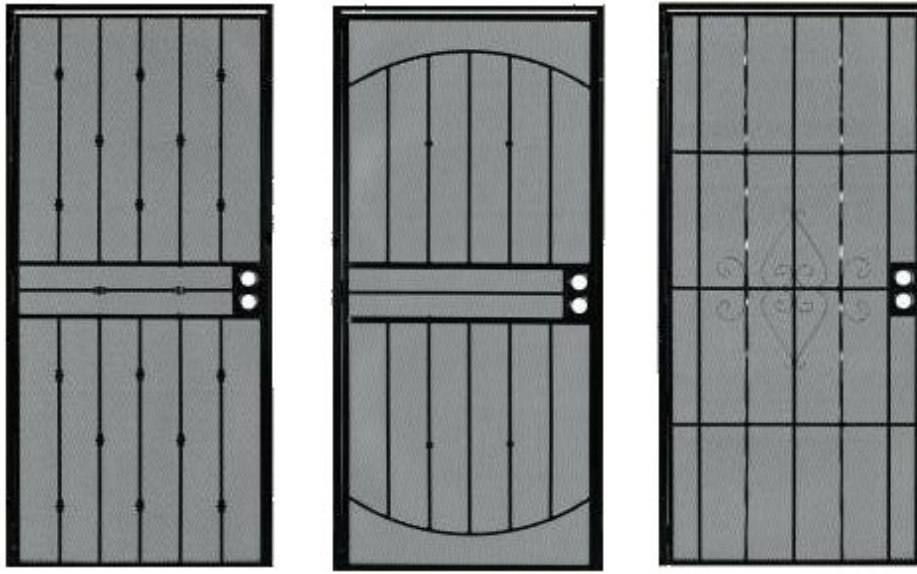
## **SECURITY EQUIPMENT INSTALLATION AND USE.**

1. Owners must submit an architectural application, and obtain the written approval of the Board and/or the ARC prior to placing or installing security/surveillance equipment, including but not limited to cameras, wiring, and mounting devices ("Equipment") on any portion of the Common Area including Exclusive Use Common Area. The application must describe the Equipment to be installed (brand, model, size, color), provide sufficient specifications to confirm the same, include a photo and description of where it will be located, and indicate the general area(s) it will serve and/or monitor.
2. Equipment may not penetrate, pierce or otherwise or modify or cause damage to the exterior surface of any building, including but not limited to roofing, flashing, facia, wall waterproof membrane, etc. Owners are responsible for the cost of repairing any damage to the exterior of a Residence, Lot, or its improvements.
3. Owners may not install or position Equipment to primarily capture a view of any sensitive portion of the Common Area such as pools, spas, fitness/activity centers, etc. Architectural applications must include a picture showing the camera view from the intended installation point.
4. All Equipment must meet and otherwise be consistent with the provisions of the standards set forth in the Association's Governing Documents.
5. Equipment may not include or incorporate any unreasonable light or noise so as to cause a nuisance to adjacent residents. Voice recording is strictly prohibited.
6. Wiring and other related components of Equipment shall be screened, covered, and/or painted to conform to the aesthetics of the community.
7. No Owner, residents, tenants, invitees, or other persons shall engage in the unauthorized use of images captured by the Equipment. Owners shall be responsible for ensuring compliance with this provision.
8. If any of the Association or Owner's obligations of maintenance or repair cannot be performed without the removal of such Equipment, Owner shall, upon reasonable notice, be responsible for removing and reinstalling such Equipment, at Owner's expense, to allow such maintenance or repairs to be performed.
9. If any Owner fails to remove the Equipment when requested by the Association for purposes of maintenance, the Association shall have the right to immediately remove the Equipment at the Owner's expense, without further notice to the Owner, to allow such maintenance or repairs to be performed. The removed Equipment will be placed within the Owner's Exclusive Use Common Area or returned to the Owner as reasonably possible. Removed equipment may not be reinstalled without approval by the Association of a new written architectural application for reinstallation.
10. Failure to maintain Equipment in good condition and repair pursuant to the standards set forth in the Association's Governing Documents or any Association rules may result in the removal of the Equipment at the Owner's expense. Prior to removal, the Association will provide notice to the Owner of any deficiencies, an opportunity to be heard before the Board, and provide the Owner with the opportunity to remedy the deficiencies.

**SECURITY SCREEN DOORS.** The Board has pre-approved the following screen door use by homeowners who wish to install a security screen door (on their front doors only) at their expense. Any other screen door or security door installation requires 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.*



#### **REPLACEMENT WINDOWS & SLIDING GLASS DOORS.**

All replacement windows & sliding glass doors require prior architectural approval and must meet the following standards:

1. Windows & door frames must be vinyl and the approved dark brown color.
2. Windows & doors must slide horizontally.
3. Windows & doors cannot contain grids or any tinting.
4. All windows in the unit must be replaced at the same time.
5. All glass must meet current fire code requirements, and at least one (1) of the panes in each window must be tempered glass.

#### **AIR CONDITIONING.**

All replacement A/C units require prior architectural approval. Portable A/C units do not require approval. All A/C units must meet the following standards:

1. Replacement air conditioning units must fit inside the existing opening and housing in the stucco wall outside the entry door.
2. Portable air conditioning units are only allowed if the window vent is properly installed in the window. The manufacturer provided window vent must be used. The use of cardboard, wood, or any other material to secure the vent in the window is not permitted.
3. No exterior building modifications are permitted, including cutting into any portion of the building, or the installation of any components on the exterior of the building.
4. Mini-split, window, and central air conditioning systems are not permitted.

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

Any 1<sup>st</sup> floor unit owners who plan to install carpet or *non-tile* hard flooring (laminate, wood, vinyl) *must* first install a wall-to-wall vapor barrier onto the concrete slab to protect the flooring from potential water damage from moisture wicking up from the ground and through the porous concrete. A moisture barrier is *not* necessary nor recommended underneath tile floors. The Association will not be responsible for any water intrusion issues in first floor units that choose to replace their carpeting with hard flooring.

## **SOLAR ENERGY SYSTEMS.**

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 a set 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. The costs to prepare and record the Covenant are included in the application fee. 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:

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

## **7. Application Fee**

Prior to receiving final approval of an application for a solar system, the Owner must submit a fee in the amount of \$600.00 (subject to change) for the costs for a pre-work roof inspection, post work roof inspection, and pre-work electrical inspection. If costs in excess of \$600.00 are incurred, the owner will be billed for the additional costs. Failure to submit the fee 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. TRASH, ORGANICS, AND RECYCLING.**

All household refuse must be taken directly to a trash enclosure and disposed of inside the appropriate receptacles. No trash may be left in the common areas. Christmas trees shall not be discarded inside the dumpsters or enclosures, but rather at City designated locations or the Christmas tree disposal provided by the Association.

Disposing of household refuse in the trash receptacles designated for the amenities (pool/spa, fitness center, tennis/pickleball/racquetball courts, clubhouse) or the dog waste stations is strictly prohibited. Disposing of waste down the garbage disposal should be minimized to prevent clogs.

All trash must be secured in trash bags and placed inside the trash bins. Any excess trash on the ground inside the trash enclosure will not be removed by the refuse collection Company.

Any resident's garbage found on the grounds of the community will be considered in violation and the homeowner will be held responsible, per the Association's Enforcement Procedure.

All bulk items must be disposed of offsite. Any residents observed dumping bulk items on the property are subject to immediate fine and the unit owner will be charged for all costs incurred for the item removal.

All cardboard boxes must be broken down before discarding them into the recycling bins. Any residents that do not break down cardboard boxes will be subject to fine, and the unit owner will be charged for any fees incurred from the refuse collection Company and/or janitorial.

Only organic materials, such as coffee grounds and table scraps, shall be discarded in the organic waste containers. No plastic bags may be used to secure the waste, only newspaper, brown paper bags, or compostable bags. Any residents that are observed discarding non-organic materials in the organic waste containers will be subject to fine and the unit owner will be charged for any contamination fees incurred by the refuse collection Company.

## **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 regularly inspecting their unit** 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, behind furniture, beneath cabinets and sinks, and behind bathroom fixtures).

Unit owners should make their tenants aware that moisture 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 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 equipment. This is to ensure that there is no additional damage to common areas or other units, not because the Association is 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 confirmation from the Management Company is not received within twenty-four (24) hours of reporting your issue, it is the responsibility of each homeowner to follow up with the 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, except within the confines of the dog park, and (ii) immediately cleaning up any excrement or other unclean or unsanitary condition caused by their pet in the Unit or Common Elements.

**Association Not Liable:** The Association, its Board of Directors, Management, 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 caused 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, in its entirety. It is recommended that these dryer vents be cleaned periodically to prevent blockages and potential fire hazards. Doing periodic vent cleaning will also allow the dryer to operate faster and more efficiently.

#### **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.

Smoking/Vaping in the Exclusive Use Common Areas may be deemed a nuisance violation by the Board of Directors, if it detracts from another resident's ability to enjoy their unit.

#### **G. DRONES.**

The use of drones of any type within the community is strictly prohibited. The Association considers it a physical invasion of privacy to use a drone anywhere above the land of the entire community property. Single use may be considered by the Board on a case by case basis, when requested.

#### **H. SIGNS.**

No commercial signs, billboards, real estate flags, or advertising of any kind shall be maintained or permitted on any portion of the Project without the prior written approval of the Board, except for one "For Sale" or "For Rent" sign inside the window per Unit, not larger than 18" by 24."

#### **I. NOISE CONTROL.**

Noise within the community shall be kept at a level that is not disturbing to other residents and shall not exceed a level that the Board deems to be unreasonable.

Quiet hours in the community are from 11:00 p.m. to 7:00 a.m. daily.

## **J. SLAB CRACKS.**

If cracks are discovered in the concrete slab inside the unit (excluding patio slabs), the Association shall have the unit inspected by a licensed contractor to determine if the damage is structural or cosmetic.

In the event the damage is structural, the Association shall be responsible for the necessary repairs.

In the event the damage is cosmetic only, the unit owner shall be responsible for the repairs. The owner can contract with an Association approved contractor for the repairs or submit an architectural application along with proper licensing and insurance information for Board consideration of an outside contractor. A pre and post work inspection will be required if an outside contractor is used.

## **SECTION VII: BALCONIES, PATIOS, AND WINDOWS**

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, surfboards, or other items may be hung on or over railings or be visible.

Rugs, carpeting, tiles, and **all** other types of floor coverings are *prohibited* on the 2<sup>nd</sup> floor balcony decks. It shall be the responsibility of individual residents to care for and maintain their balcony/patio areas.

No awnings, shades, 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. All potted plants are required to have drip pans placed underneath them.

Owners shall be responsible for any damage to the balcony deck surface caused by floor coverings, potted plants, furniture, and/or any other objects placed on the balcony floor, or abuse of any kind.

Nothing may be attached to the vinyl patio fences via penetrating methods (e.g. nails, screws, tacks, staples, hooks, etc.) Only non-penetrating materials may be used. Owners will be responsible for any damage to the vinyl patio fences caused by penetrating materials and/or abuse of any kind.

Small hooks for hanging items less than five (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 not damage the rafter integrity are allowed.

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

Propane space heaters are not allowed.

All holiday décor must be removed within ten (10) days of the holiday.

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, parking spaces or visible in unit windows. The term “unsightly” is defined at the discretion of the Board.

Storage of large or unsightly items visible above the patio fence line from the ground level is not permitted.

Window coverings are restricted to standard curtains or blinds and the exterior facing side must be a neutral color with no patterns or logos.

The use of sheets, blankets, foil, cardboard, or other non-window materials is strictly prohibited.

**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 be completed. Interior closet damage is the responsibility of the homeowner.

## **SECTION VIII: VIOLATION ENFORCEMENT PROCEDURE**

The Association has the right to enforce the Association’s Governing Documents. If a resident gives the Board of Directors a written complaint of an alleged violation, the Association will investigate and may take enforcement action against the offending resident. This action may include, but is not limited to, fining, specially assessing, suspending membership privileges, and/or instituting legal action. Nothing in this Policy obligates or requires the Board of Directors or any authorized committee of the Board to take any action against an individual resident. On behalf of the Association, the Board of Directors ultimately makes this decision, by reviewing, among other things, the cost and benefit of taking enforcement action.

Due Process. Prior to the imposition of any fine, assessment, or suspension of rights and/or privileges, the Owner will be given notice and an opportunity to appear in person or in writing before the Board of Directors or appropriate committee pursuant to Civil Code Section 5855 or any successor statute.

Enforcement Guidelines. The Board of Directors has established the following general procedure for addressing most violations of the Association’s Governing Documents. In certain circumstances, at the discretion of the Board of Directors, this procedure may be accelerated. The general violation enforcement procedure is as follows:

**1<sup>st</sup> Violation** – Courtesy letter and request to correct violation (if applicable).

**2<sup>nd</sup> Violation** (or continued violation) – Violation letter and request to correct violation with warning of Call to Hearing (if applicable).

**3<sup>rd</sup> Violation** (or continued violation) – Notice of Call to Hearing for consideration of a possible fine of \$250.00, reimbursement assessment to reimburse the Association for costs to compel compliance, and/or suspension of privileges.

**4<sup>th</sup> Violation** (or continued violation) – Notice of Call to Hearing for consideration of a possible fine of \$500.00, reimbursement assessment to reimburse the Association for costs to compel compliance, and/or suspension of privileges.

**Subsequent Violations** (or continued violations) – Notice of Call to Hearing for consideration of a possible fine \$750.00, with an increase in fine by \$250.00 per occurrence for subsequent violations, not to exceed \$2,000.00, reimbursement assessment to reimburse the Association for costs to compel compliance, and/or suspension of privileges. Institute Alternative Dispute Resolution and/or Internal Dispute Resolution. Filing of lawsuit.

**Short-Term Rental Violation** – Violations of the restrictions on short-term rentals will result in a fine of \$1,000.00 per occurrence. Any advertisement of a short-term rental not removed within fourteen (14) days of notification of the violation and demand for removal may be subject to an additional \$1,000.00 fine as often as every fourteen (14) days until the advertisement is removed.

Depending on the severity and frequency of the violation, the choice of enforcement procedure(s) and/or the enforcement remedy utilized may vary. Fines will usually vary from \$250.00 to \$2,000.00. However, in extreme or certain cases, fines may be substantially higher.

The Association reserves the right to institute any of the above-referenced enforcement measures regardless of whether it is the first offense, second offense, etc. Generally, instances where enforcement options will be accelerated involve any activity or condition which the Association considers to be a threat to the health or safety of others or requires immediate action.

**Prompt Responses Required.** Owners who receive a written notice shall respond in writing as quickly as possible. If the violation is not promptly corrected, or written response is not received to explain the situation, the Association may be forced to take further enforcement action to ensure corrective action is taken. If the Association is forced to use its attorney to compel compliance with the Governing Documents, the owner(s) may be required to pay the attorney's fees incurred.

**Notice of the Allegations.** If the Board is considering imposing discipline because of an alleged violation, the owner(s) will receive notice of the alleged violation and the discipline that the Board is considering at least ten (10) days prior to the meeting. The notification will also include the date, time, and place of the meeting, the nature of the alleged violation, and state that owners have the right to attend the meeting and address the Board at the meeting or to submit a written response.

Right to be Heard. At the meeting, the owner(s) will be given the right to be heard on the matter. Owners have the right to present information to the Board of Directors, either in person, or through submission of a written statement for the Board's consideration.

Determination of Discipline. Following the hearing, the Board will determine whether disciplinary action should be taken. The Board will consider and vote on the issue even if the owner fails to attend the hearing and/or fails to submit a written statement in response. If the Board decides to impose discipline, the Board will advise in writing of the disciplinary action within fifteen (15) days following the Board's decision.

Note that the discipline determined by the Board of Directors may include a suspension of rights and privileges on the property, which includes barring access to the Dog Park, Tennis/Pickleball courts, the EV Chargers, the Racquetball court, the pool area, and the Clubhouse/Exercise Room.

## **SECTION IX: 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 the address of record, please notify the Management Company *in writing* or fill out the Homeowner Contact Form available on the website.

**TENANT LEASE AGREEMENTS.** Homeowners are responsible for ensuring 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, Rules and Regulations, **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 with terms less than thirty (30) days are strictly prohibited. Advertising any unit for rent under a short-term lease is also prohibited.

## **SECTION X: 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 of the recreational facilities, certain restrictions are necessary.

The Clubhouse will be made available for the personal use of any homeowner who is in good standing, including current on their monthly assessments. The reservation request **must** come from the homeowner. Requests from tenants will not be accepted.

A \$15.00 rental fee and \$200.00 deposit (check or money order only) are required prior to the homeowner receiving access to the Clubhouse. The fee and deposit checks must be two separate checks and made payable to "Cantabria Maintenance Corporation", 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 and 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, in order to notify other residents that it has been reserved for exclusive use during that time.

The maximum allowable guests for the Clubhouse is twenty-five (25) people.

It is the responsibility of the resident reserving the clubhouse to perform a walkthrough of the facilities prior to the reservation and submit photos & written documentation of any damages to Management. Any damage detected after the reservation will be assumed to be caused by the reserving party. 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.

The unit owner shall be responsible for the repair or replacement of any item damaged in the clubhouse, buildings, or any other common property surrounding the area. Homeowners are specifically responsible for the acts of their tenants, guests, and guests' invitees. The Unit owner will be liable for any unrecovered expenses for the repair of the Clubhouse.

Homeowners/tenants reserving the clubhouse (Host) 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 Host must be absolutely sure they are the last one to leave. The Host is responsible for ensuring that all lights and the clubhouse air conditioning/heating system have been turned off, and the building is 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, unscheduled 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 surfboards, boogie boards, balls, or inflatable items are allowed in the pool or clubhouse areas except small, soft toys and small flotation devices.

No “jumpies” (large inflatable bounce 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.

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

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

The clubhouse shall not be used for commercial purposes.

The clubhouse doors 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 or taken outside.

Persons under eighteen (18) years of age must be accompanied an adult eighteen (18) years or when using the clubhouse and/or pool. ***There is no lifeguard on duty.***

Smoking/Vaping are not permitted in the clubhouse or the pool area. No 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, insures, 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: _____	Tenant’s name: _____
(User of the Clubhouse)	(If applicable)