

# PARK VILLAS NORTH CONDOMINIUM ASSOCIATION

7998 Mission Center Court  
San Diego, CA 92108

## RULES AND REGULATIONS

Effective: May 1, 2005  
Updated: February, 2010

Having been approved by the Board of Directors and noticed to all Owners, the following Rules and Regulations are effective May 1, 2005 as updated with regard to Pets on July 1, 2005, and further updated in October 2007, August 2009 and February 2010 and shall replace and supersede all prior Rules and Regulations:

### I. GENERAL INFORMATION

1.1 It is the express intention of these Rules and Regulations to further and to supplement the Declaration of Restrictions and the Bylaws, as provided for by the terms thereof and by the laws of the State of California.

1.2 These Rules and Regulations may be amended or replaced, either in part or by entirety, by action of the Board of Directors pursuant to section 1357.130 (Rule-Making Procedures) of the California Civil Code.

1.3 Every Owner has the right to enforce these Rules and Regulations, as does every member of the Board of Directors, and the authorized, agents and employees of the Association.

1.4 Owners are fully responsible for the compliance of their visitors, guests, family, agents, invitees and licensees with both the letter and spirit of these Rules and Regulations.

1.5 Owners must provide copies of these Rules and Regulations to their respective tenants prior to the beginning of any rental or leasehold period, and shall remain fully responsible for the compliance of their tenants and the tenants' visitors, guests, family, agents, invitees and licensees with both the letter and spirit of these Rules and Regulations, whether or not said tenants, are aware of the details hereof.

### II. GENERAL RULES

2.1 A general "Good Neighbor" policy shall control the interpretation of these Rules and Regulations, and shall be the standard by which compliance or violation is determined.

2.2 All exterior points of entry and keyed or carded gates and doors of entry to the Complex or the Pool shall be open only during actual ingress or egress. No point of entry or exit should ever be left in an open position or propped open.

2.3 Littering is prohibited on the Complex grounds.

2.4 Equipment belonging to the Association, including (without limitation) spa and pool pumps and filters, machinery and gate openers are to be maintained and adjusted only by authorized personnel.

2.5 It is the responsibility of parents or legal guardians to see that juveniles do not disturb other residents.

2.6 Persons under the influence of illegal drugs, or who are drunk and disorderly, using foul, loud, abusive or threatening language, or are fighting should be reported to the police and removed from the Complex.

2.7 No "yard" sales may be held in the Complex, the Parking Lot areas or the common areas in front of the Complex or along the street unless otherwise approved by the Board.

2.8 Owners who choose to lease or rent their unit(s) to a tenant shall provide the Management Company with the name, address and phone number of the tenant, their parking unit number and the emergency phone number of the Owner within ten (10) days of the commencement of tenancy. Failure to do so will result in a fine of \$50 from date of tenancy.

2.9 Bulletin boards shall be for the use and enjoyment of the Owner. However, notes with profane, abusive, libelous or offensive language, or those that are unsigned shall not be permitted and can be removed by any Owner. The Association does not monitor the bulletin boards.

2.10 The following occupancy limits shall be observed. Any exceptions or variations must be approved by the Board of Directors:

|             |               |
|-------------|---------------|
| Studio      | Two Persons   |
| One Bedroom | Three Persons |
| Two Bedroom | Four Persons  |

### III. PARKING AND CARPORTS

3.1 The speed limit for all vehicles within the Complex is ten (10) miles per hour.

3.2 No recreational vehicles of any type may be kept or parked within the Complex unless they are classified as private passenger vehicles, or as motor driven cycles or motorcycles licensed for use on public highways, or as private light trucks, under the terms of the California Vehicle Code. Vehicles shall be parked in their Assigned Parking Space so as not to extend beyond their parking space, must be able to fit under a carport except where parked in uncovered parking spaces, and must not impair the ingress or egress of any other vehicle or cause damage to the carport. Backing into parking spaces is not permitted.

3.3 "Non Operable" vehicles may not be parked or stored at the Complex. For purposes of these Rules, "non operable" means any vehicle that cannot run, that is missing one or more tires/wheels, that is on jack-stand(s) and/or does not bear either current registration tags. "Non-Operable" vehicles found on the Complex may be subject to towing without notice, and be disposed of or redeemed as provided by the California Vehicle Code.

3.4 No vehicle of any type including moving vans and service trucks may be left unattended in such a place and position that it inhibits or interferes with access to any parking space, utility meter, fire hydrant (red or yellow curbs) or other common area service fixture, or with any point of ingress or egress to the Complex.

3.5 Vehicles of Owners or their tenants, guests and visitors may only be parked in their Assigned Parking Space or they can be towed without notice at the Owner's expense.

3.6 Owners desiring to rent an Additional Parking Space must contact the Property Manager and be added to a waiting list and will be assigned a space as one becomes available. When an Owner sells their unit or is no longer using their Additional Parking Space, it must be returned to the Association to and be rented to the next Owner on the waiting list.

3.7 Carports and other parking spaces must not be used for any other purpose (including, but not limited to, dismantling of cars, repairs (except for emergency repairs), oil changes, car washing, painting, or repairs to and/or storage of boats or trailers). Vehicle owner is responsible for keeping said vehicle in good repair so that no oil or other chemical fluids leak from the vehicle onto the asphalt.

3.8 Carports and other parking spaces must not be used for storage of any kind. Inconsistent uses shall result in the loss of items so stored without notice, and may further result in the levying of extraordinary fees and/or fines.

3.9 Only issued gate cards shall be used to gain vehicular access to the Complex. Lifting or pushing the gate arm in any way or following behind another vehicle (tailgating) to gain access is strictly prohibited.

3.10 All Vehicles must be parked reasonably, in the center of their parking space, allowing ample room for the Owner of an adjacent space to enter and leave their vehicle.

#### IV. LAUNDRY FACILITIES

4.1 Rules posted in the laundry rooms shall be observed. No pets are allowed in the laundry room.

4.2 Laundry shall be removed from washers and dryers promptly. Laundry left unattended after the completion of the washer or dryer cycle may be removed from a machine and placed on a folding table by another resident.

4.3 Before leaving the laundry room, spilled soap, lint from the dryers, etc., should be picked up or removed and discarded into trash receptacles.

## V. POOLS, SPAS, CLUBHOUSE AND RECREATION AREAS

All rules posted in the pool and spa areas and other recreation areas shall be observed.

5.1 Pool and spa hours are from 7:00 AM to 10:00 PM.

5.2 No pets are allowed in the pool or spa area.

5.3 Glass containers or alcoholic beverages are never allowed in the pool or spa areas at anytime. There is no smoking in the pool and spa areas or in the clubhouse, laundry rooms and mail room.

5.4 Lifeguard or supervisory service is not provided at any time at the pools and spas. Anyone using the recreational facilities does so at their own risk, responsibility and liability. Lifesaving equipment is provided for emergency use only and shall not be used for any other purposes.

5.5 Swimsuit attire must be worn by all persons using the pools and/or spas. Street attire is neither appropriate nor permitted in the water. Cutoff jeans are not permitted as swimwear.

5.6 Entry to the pool and spa areas shall be through access gates only. Climbing over the fences is prohibited. Under no circumstances shall the pool and spa access gates be propped open or left ajar. All pool access gates will be padlocked each evening after closure and unlocked before 7AM the next morning.

5.7 Children under the age of 14 are not permitted within the pool, spa or clubhouse areas unless under the actual, direct and present supervision of their parent(s) or their legal guardian(s) at all times.

5.8 Children not toilet trained or persons with incontinence must wear protective pants.

5.9 No more than six guests per unit are permitted in the pool or spa areas at any given time and guests must be accompanied, at all times, by the unit Owner or resident.

5.10 No foreign articles or substances may be introduced to the pools or spas, including bubble bath, soap, beverages, toys, surfboards, marbles, rocks, etc.

5.11 Only qualified, designated persons may introduce additives to the water in the pools and/or spas.

5.12 Running, roughhousing and excessive noise, boom boxes or loud music is prohibited in all the recreation areas. Violators will be asked to leave.

5.13 The Clubhouse hours are 10AM to 10PM and the room must be reserved in advance by calling the Property Manager and a rental fee and deposit paid to the Association with the deposit to be refunded when the Clubhouse is returned by resident completely cleaned and tidy.

5.14 The Clubhouse can only be reserved by a responsible adult and when parties or other events are hosted by minors, they must be supervised at all times by a parent or legal guardian that is physically present in the Clubhouse.

5.15 Clubhouse doors may not be propped open during rental period if loud music or noise could disturb other residents.

5.16 Pool Parties are not allowed as part of Clubhouse rental and no wet swimsuits should be worn into the Clubhouse or wet towels be placed on the furniture.

## VI. PATIOS, BALCONIES AND LANDINGS.

6.1 Barbecuing and outdoor cooking is not permitted on any patio balcony or landing, nor is the storage of any flammable liquids.

6.2 Exterior clotheslines are not permitted and the laundering and/or drying of clothing, towels, sheets, etc., on outdoor patios, balconies and landings is prohibited.

6.3 Patios and balconies are never to be used as living areas for pets or as a place that pets are left alone nor are they areas where pets can urinate and defecate or make loud continuous barking noises.

6.4 Patios and balconies are only to be used for patio furniture and plants. At no time shall these areas be used for storage of household items except in designated storage closets, and other storage boxes or containers cannot be used without prior written approval of the Board. Only patio type furniture is allowed. Two standard sized patio umbrellas in a solid color no larger than 6 feet in diameter are allowed on each patio and balcony and must be kept clean and in good repair.

6.5 Cleaning of the balconies shall be done in such a way as to not soil or damage the lower unit's patio.

6.6 All plants on balconies and patios must have drip pans and all upstairs planters must be anchored so as to not cause a hazard during normal practices as well as falling over during a wind or rain storm.

6.7 Two operable bicycles per unit may be kept on a patio or balcony and must be stored out of view and away from balcony railing.

6.8 One standard size rattan brown fold down screen may be hung from each patio and balcony to protect unit against strong sun and must be kept clean and in good repair. Rattan brown screening may also be used to line the inside of a balcony railing, provided that it is cut to fit and has a clean uniform look.

6.9 Lower Unit patios may be screened on top, using either aluminum framed opaque screening material, PVC, or wood frame support material painted to match the existing fence and/or porch structures. The opaque screen material must be stretched and supported in a smooth fashion throughout the length and breadth of the covering. Opaque is defined as either a bronzed or dark brown wind screening type material. The condition of the screening and framing material must be maintained and/or replaced to eliminate any excessive sagging of no more than seven (7) inches across the span of the porch. There must not be any rips, holes or otherwise worn areas in view from the exterior of the unit. Patches of any such worn areas are not acceptable. As the screen material ages and wears to an unacceptable condition, the Owner of the unit is required to replace the entire screened area with new screening material.

6.10 Patio or balcony floors may not be covered with tile, linoleum, astro-turf, or other floor coverings.

6.11 All items, including potted plants, are prohibited from being placed on sidewalks, stairways, landings or on front porches if they are directly in/over, an area where the public might walk. Planter pots, planter boxes and all other items are prohibited from being placed on overhanging balcony railings unless (1.) the pot or box is entirely within the patio and does not protrude or hang over into the common area or is securely attached to the railing so that it cannot fall over, and (2.) the pot or planter box must have a catch basin for the water.

6.12 To prevent potential flooding, Lower Unit Owners are responsible for keeping their front door and patio drains, free of leaves and other debris and uncovered by mats or other coverings during rainstorms.

## VII. GARDEN AREAS AND LAWNS

7.1 Garden areas and lawns are to be used strictly for horticultural purposes. No other use of the gardens and lawns is permitted.

7.2 Holiday decorations such as Christmas wreaths, Halloween decorations and standard holiday electric lighting such as a string of Christmas lights may be used around windows, on doors, landings and surrounding foliage in such a way that it does not do any damage to the building or the foliage and must be removed within seven (7) days after the holiday is over. Decorations involving candles or torches should never be used outside of your Unit.

## VIII. INTERIOR MODIFICATIONS

8.1 Residences may be used and occupied for private dwelling purposes only and shall not be used in any manner which interferes with the use or enjoyment of any other resident.

8.2 All visible window coverings must be of a conventional nature; drapes, linings or sheers closest to the window shall be white, off-white or a neutral shade. Fabrics or material with patterns or prints are not permitted.

8.3 Makeshift materials such as, but not limited to, foil, paper, sheets or towels are not permitted to be used as window coverings.

8.4 Outside coverings including but not limited to awnings installed over windows regardless of type or style, other than standard sized to fit window screens are prohibited.

8.5 In all cases, the Board of Directors shall have absolute discretion as to the acceptability of window coverings. Therefore, it is suggested that the approval of the Board of Directors be secured prior to any decorative change.

8.6 No water beds or aquariums over 50 gallons total capacity are allowed in any second floor unit in case it may burst and cause flood damage to units below.

8.7 No tile (except in bathrooms and kitchen), hardwood, laminate or pergo flooring can be installed in second floor units. If prior to these Rules Owners have installed such flooring, they must use area rugs in pathways to cut down on the sound.

8.8 Each owner is responsible for the maintenance and repair of the interior of their unit, its windows, screens and doors, and for the upkeep of all areas for which they have the exclusive right to use. Owners are also responsible for all installations such as smoke detectors, built-ins, stoves, refrigerators, ice makers and plumbing (everything that protrudes from plastered walls and concrete floors, including but not limited to angle stops, sinks, pipes to sinks, showers, which are either standing units or have tiled walls, shower drains, toilets, toilet seals, etc.) including any water damage from such items and for the upkeep and maintenance of these items. Each owner is responsible for the electrical, and heating and air conditioning system, and for the upkeep, maintenance and repairs thereof in their unit. Each owner must, at their own expense, maintain and repair and follow all guidelines pursuant to the Mold and Mildew Policy to prevent water damage and/or the growth of mold and mildew in their unit including periodically replacing old worn out angle stops and maintaining bathroom and kitchen fans in good working order. Each owner has the right, at their own expense, to maintain, repair, paint, paper, panel or otherwise finish the interior surfaces of their unit, but shall not structurally modify any internal load-bearing wall.

8.9 When contracting for repairs and/or upgrades to their units, owners must hire contractors who are licensed, bonded and insured.

## **IX. EXTERIOR MODIFICATIONS**

9.1 All changes to the exterior of the structures and grounds of Park Villas North must be approved by the Board of Directors.

9.2 Applications for external modifications shall be submitted to the Board of Directors in writing. Approval based upon verbal application shall be null and void, and the Board of Directors reserves the right to require other written and/or pictorial documentation of the proposed modification(s) to its reasonable satisfaction.

9.3 All exterior modifications approved by the Board of Directors shall be architecturally designed, and professionally constructed and installed in accordance with all applicable laws.

9.4 Approval of the Board of Directors for any external modification(s) shall automatically expire three (3) months after the date it was granted unless actual modification work has commenced and is in progression.

9.5 Following the completion of any approved modification(s), the Board of Directors shall have ninety (90) days to inspect the modification(s) for compliance with the specifications. If the Board of Directors finds the modification architecturally unsuited and/or not built to Code, the owner will be given a reasonable amount of time for correction.

9.6 The Board of Directors may order removal of exterior modifications which have not been approved and do not conform to these requirements. Owner shall be granted reasonable time to remove such modifications, and if said modifications remain upon the expiration of the time allowed, the Board of Directors may hire a qualified contractor to perform the removal and shall charge the Owner the cost thereof. No delay (laches) of any duration by the Board of Directors in ordering such removal shall act as a waiver of its powers or authority under terms of this paragraph.

9.7 Screen Doors installed over the front door of any Unit must be of a kind and quality equal to the Superior Model #3616-C "Centurion" and be of a dark bronze color to match other screen doors in the Complex.

9.8 All window replacements are to be done with aluminum, extruded windows using the new construction style with no outside flanges, similar in quality to the "Milgard" style. Outside patio doors can be replaced using retro-fit style gliders. However, no vinyl clad windows can be used for replacement of any exterior windows or doors.

#### X. TRASH AND REFUSE

10.1 All trash and refuse must be secured in sealed garbage bags and placed directly into the garbage bins situated throughout the Complex, making sure to firmly close the cover over the bin.

10.2 Furniture, appliances, cartons and other articles too large to be deposited in a dumpster shall not be discarded within the Complex. Instead, residents can take these items to the local dump or recycling center or call the Property Manager to make arrangements to have these items removed at Owner's expense.

10.3 All bottles and cans and other recyclables should be placed in the Recycle Bins located next to the garbage bins. Regular garbage should never be place in the bins.

10.4 Any trash, debris, etc., not properly disposed of shall be removed by the Association, and the cost of removal shall be charged to the Owner in addition to any fine levied for violation of these rules.



## XI. PETS

11.1 All City and County Animal Control Regulations shall be enforced in the Complex.

11.2 Each Unit may maintain no more than two (2) domesticated pets one (1) of which can be a dog weighing not more than sixty-five (65) pounds.

11.3 Dogs presently living in the Complex prior to the original date of these Rules and Regulations who do not fit the size or number restrictions stated in Section 11.2 will be grandfathered in only by registering such dog with the Property Management Company within 30 days of the date of these Rules and Regulations. This required registration shall be made in writing and will include all vital information on the pet or pets including their picture. Vital information is construed to mean, but not limited to, the age, name, size, weight and name and address of owner and county registration of the pet, (i.e. dog tags). All new dogs introduced into the Complex after the date of these Rules and Regulations must be the proper size and number as stated in Section 11.2.

11.4 Vicious or dangerous dogs including, any dog that when unprovoked threatens, menaces, terrorizes, attacks or inflicts bites on or causes injury to a person or another animal shall be permanently removed from the Complex at the pet owner's expense.

11.5 Patios and balconies are never to be used as living areas for pets or as a place that pets are left alone all day or overnight nor are they areas where pets can urinate and defecate.

11.6 When outside of individual units, dogs must be on a leash held by an adult capable of controlling the animal.

11.7 Pets are never allowed within the confines of the pool areas, spa areas, clubhouse, laundry rooms or mailroom and cannot be tethered for long periods of time in the common area.

11.8 It is the duty of the pet owner to clean up after their pet(s) that have soiled any portion of the common area. If you do not have a bag to pick up after your pet, please use the pet bags that are situated around the Complex for that purpose. It is specifically forbidden to wash feces/urine off of decks in such a manner that the waste drains into or onto exclusive use common area of another unit.

11.9 All dogs must be licensed and tagged and all cats must be tagged in order to return them to their proper owners if lost.

11.10 Cats are not allowed to use the common area for kitty litter boxes.

11.11 Owners, residents and guests bringing or keeping a pet within Park Villas North shall be absolutely liable for any damage to persons and/or property caused by such pet. Owners of units are also responsible for damage caused by their tenants' pets and for the violations of these covenants by their tenants.

11.12 Neglected or mistreated animals should be immediately reported to and removed by Animal Control and all stray animals that do not have a home or owner may be turned over to Animal Control.

11.13 One aquarium of no more than 50 gallons capacity containing fish is allowed per unit. These Rules specifically exclude the keeping of more than one air-breathing animal in an aquarium and no venomous snakes are allowed. Large fish aquariums shall not be kept in second floor units in case they break and cause water damage to the unit below.

11.14 Loud continuous and persistent barking of dogs is not allowed.

11.15 Without regard to the above, owners may be cited for other violations of these Rules and Regulations if their pet(s) violate noise, nuisance, health and safety or other standards.

11.16 Park Villas North fully complies with State and local codes regarding "Service Animals". Residents with a legitimate "service animal" should notify the Board of Directors within seven (7) days of the animal's presence, and will be expected to submit verification of the animal's training and a doctor's prescription for the service animal. Upon contacting the Association, an appropriate form to register the service animal will be provided.

## **XII. WHEELED AND AMBULATORY DEVICES**

12.1 The use of parking lot areas or sidewalks as a place for playing on skateboards, roller blades or roller skates or as a place to ride bicycles or other wheeled devices is prohibited. However, it is appropriate to use the parking lot driveway for ingress and egress of these devices into the street.

12.2 The prohibition of 12.1 above shall not be construed to apply to any handicapped ambulatory devices, if required by physical or medical necessity.

## **XIII. FINES AND PENALTIES**

13.1 In order for the Board of Directors to act upon a violation, a complaint form must be filled out in writing and submitted to the Management Company. For Owner's convenience, a complaint form has been prepared and is available either on the web site or from the Management Office. Once a complaint form is submitted, the complaint will be entered into a log for tracking of the actions taken and an investigation will be launched to determine the violation.

13.2 An Owner found in violation shall first be notified in writing via USPS First Class Mail of the violation levied against them or their tenants or their respective units. The notice shall include the date, approximate time and nature of the violation and give the Owner 30 days from the date of the notice to clear up the violation. The Board, at their sole discretion, may extend the length of time required to correct a violation should the situation warrant an additional period of time.

13.3 If the violation is not cleared up in within the time given, a hearing letter will be sent requesting that the Owner appear before the Board at the next regular Board meeting, at which time the Owner shall have an opportunity to contest the validity of any of the grounds upon which the violation was imposed. After final consideration of the Board and if found in violation, the Owner will be required to pay a fine pursuant to the schedule below. Final decisions of the Board of Directors shall be conclusive.

13.4 For each violation of the same offense, monetary fines and penalties shall be assessed against an Owner according to the schedule listed below and could include: (i) monetary fines, (ii) removal of any non-conforming structure or improvement and, (iii) a special assessment against an Owner for any costs incurred by the Association for attorney's fees and costs, with respect to the violation.

**13.5 Schedule of Fines:**

First offense imposed by the Board at Hearing is \$ 50.00.

Second offense for the same violation is \$ 100.00.

Third offense for the same violation is \$ 200.00

Subsequent offenses of the same violation is an additional \$200 per each thirty (30) day period for which the violation remains uncorrected.

13.6 The amount of any fines charged to any Owner shall be independent of any amount incurred for repairs to damaged Association property as a result of a violation and the cost of repairing such damage shall be charged to the Owner in addition to the regular violation fine.

13.7 Fines, repair bills, removal fees, etc., shall be added to each Owner's monthly Association assessment invoice, and shall be collectable on the same terms as assessments.

13.8 The penalties and fines set forth above are not intended to be exclusive. Other remedies may be utilized in enforcing the Declaration, Bylaws and/or Rules and Regulations, and such remedies shall be in addition to (rather than in lieu of) those provided herein.

13.9 Violations of the provisions of either the Declaration and/or the Bylaws, or of both, of the Association shall be treated as though they were violations of these Rules and Regulations.

**XIV. MISCELLANEOUS PROVISIONS**

14.1 Upon request by members of the Board of Directors, Officers, Management, or by authorized Guard Services or Community Watch Representatives on the property, every person on the property shall identify themselves upon request and, shall specify which unit they are associated with and in what fashion (e.g., Owner, Tenant, Relative of the Owner, Guest, etc.).

14.2. The following areas of the Complex are hereby declared off-limits to all persons, including Owners, not having immediate business previously approved by the Board of Directors: Roofs, common area attic space, utility rooms, equipment and meter rooms, and the pool pump and supply storage rooms. Personal items left or stored in any of these areas shall be removed and disposed of without notice.

14.3 Vandalism and criminal behavior will not be tolerated. Owners are fully responsible for damage caused by themselves or their tenants or their guests, including all parties designated in paragraphs 1.3 and 1.4 above. Criminal acts, omissions and/or behavior shall be reported to the local authorities and may be prosecuted.

14.4 Excessive noise and loud music are prohibited. The term "excessive" shall be construed to mean disruptive of the peace or disturbing to any other resident of the Complex. When there is consistent "excessive noise" the offended resident should either call the police or submit a complaint, in writing, to the property manager.

14.5 Walkways shall be kept clear and free of clutter at all times. No items of any kind may be stored in or on the common area, the walkways, or in landscaped areas.

14.6 The fountains are for decorative purposes only, and shall not be used otherwise.

14.7 Storage of gasoline or any other dangerous liquid or chemical within the Complex is prohibited, including (but not limited to) those which would violate the Association's fire and liability insurance policy provisions.

14.8 One "For Sale" or "For Rent/Lease" sign, not to exceed 18 inches by 24 inches may be posted in a single exterior window of any unit or on the unit fence without prior approval from the Board of Directors. All other signs shall require advance approval of the Board of Directors, regardless of their purpose, location or placement, including flags, pointers and arrows, except for signs posted in compliance with Civil Code Section 1353.6 or American Flags posted within compliance with Civil Code Section 1353.5. Any signs allowed by this paragraph shall be removed within twenty-four (24) hours after the close of escrow or execution of lease or rental agreement, their purpose having been served.

14.9 It is the responsibility of Owners to advise real estate and other involved parties of sign restrictions.

14.10 No solicitation for sales of any kind is allowed in the Complex.

## **XV. DEFINITIONS, AND RULES OF CONSTRUCTION**

15.1 Owner: defined as a Member of the Park Villas North Condominium Association.

**15.2 Complex:** defined as every and all areas, without limitation, enclosed by the outermost boundaries of the original Developer's project (as determined by the Declaration recorded in the Office of the County Recorder).

**15.3 Common Area:** defined as any part of Park Villas North other than residences and Assigned Parking areas appurtenant thereto, without limitation, including the recreational areas, walkways, attic spaces, laundry rooms and mailroom.

**15.4 Restricted Common Areas:** are defined as those parts of the Common Area restricted to use by a specific Owner. Examples are balconies, patios, landings, and Assigned Parking Spaces.

**15.5 Assigned Park Space:** is one space that is deeded to the Owner along with their Unit and is the only parking space that transfers with that Unit to a new Owner when the unit is sold.

**15.6 Additional Parking Space:** is a space which belongs to the Association and is available to be rented by Owners for a monthly fee. An Additional Parking Space must be turned back to the Association when the Owner either sells their Unit or no longer wishes to rent the parking space.

**15.7 Recreation Area:** defined as the areas within the enclosure immediately surrounding the pools.

**15.8 Pool Areas:** defined as the areas within the enclosure immediately surrounding the pools.

**15.9 Spa Areas:** defined as the areas within the enclosure immediately surrounding the spas.

**15.10 Declarations:** defined as the Declaration of Establishment of Covenants, Conditions and Restrictions of Park Villas North Condominiums.

**15.11** If any term, provision, condition or requirement of these Rules and Regulations is found invalid, void or unenforceable by a court of competent jurisdiction, the remainder shall remain in full force and effect and shall not be affected by such ruling.

**15.12** It is entirely within the discretion of the Board of Directors to delay and postpone actions upon violations and/or breaches thereof.

**15.13** Waiver shall not be established by any forbearance or by any failure to enforce and rights hereunder.

**15.14** As used herein, the masculine, feminine and neuter genders, and the singular and plural number shall be deemed to include the other wherever the context so indicates or requires.

**15.15** Titles, subtitles and numbering shall not be construed in any way to affect or limit the scope of any provision hereof.