

PARK VILLAS NORTH CONDOMINIUM ASSOCIATION

7998 Mission Center Court
San Diego, CA 92108

RULES AND REGULATIONS

Effective: May 1, 2005

Updated: July 25, 2023

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, February 2010, May 2023, and July 2023 and shall replace and supersede all prior Rules and Regulations:

1. GENERAL INFORMATION

- 1.1 It is the express intention of these Rules and Regulations to further and to supplement the Declarations and the Bylaws, as provided for by the terms thereof and by the laws of the State of California. Should any discrepancies exist between these rules and the CC&Rs, Bylaws, State law, or Federal law, those discrepancies shall be resolved pursuant to Civil Code 4205 or any successor statute.
- 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.

2. GENERAL RULES

- 2.1 The purpose of these Rules and Regulations shall be to maintain a safe, comfortable, and neighborly environment for all members and their tenants. To that end, violation or compliance with these rules shall be adjudged and interpreted in accordance with maintaining that environment. It is explicitly not intended that overly technical or literal interpretations of any language herein be used as a means of harassment between members in the form of repeated violation notices over trivial matters.
- 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 Members remain responsible, at all times, for their residents, tenants, guests, including but not limited to action, inaction, and/or conduct.
- 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 smoking of any kind shall be permitted in the common areas. Smoking may be permitted within units and members' exclusive use areas so long as it does not create a nuisance to other residents. Any use of smoking alternatives, including but not limited to electronic cigarettes or "vapes", are not permitted to produce odors detectable by other residents.
- 2.8 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.
- 2.9 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.
- 2.10 Bulletin boards shall be for the use and enjoyment of the Owner. However, notes with profane, abusive, libelous, or offensive language, shall not be permitted and can be removed by any Owner. Anonymous notices shall not be permitted and may be removed by any owner. The Association does not monitor the bulletin boards.
- 2.11 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

3. PARKING AND CARPORTS

- 3.1 Owners should refer to CC&Rs Article II Sections 4 and 5 (as amended), Article XIV Section 8, and Article XIV Section 19, for covenants regarding usage of parking and carports.
- 3.2 The speed limit for all vehicles within the Complex is ten (10) miles per hour.
- 3.3 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.
- 3.4 Backing into parking spaces is not permitted. Fully electric vehicles are exempted from this restriction, as are vehicles parking in spaces where reversing faces the vehicle away from the closest residential unit that is part of the association (Spaces 112-216, 217-220, 230-236, and 343-415).
- 3.5 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.
- 3.6 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.
- 3.7 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).

- 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, remotes, codes, or other methods that have been explicitly authorized by the board 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.

4. 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.

5. POOLS, SPAS, CLUBHOUSE, AND RECREATION AREAS

- 5.1 All rules posted in the pool and spa areas and other recreation areas shall be observed.
- 5.2 Pool and spa hours are from 7:00 AM to 10:00 PM.
- 5.3 No pets are allowed in the pool or spa area.
- 5.4 Glass containers or alcoholic beverages are never allowed in the pool or spa areas at any time.
- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 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.
- 5.9 Children not toilet trained or persons with incontinence must wear protective pants.
- 5.10 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.
- 5.11 No foreign articles or substances may be introduced to the pools or spas, including bubble bath, soap, beverages, toys, surfboards, marbles, rocks, etc.

- 5.12 Only qualified, designated persons may introduce additives to the water in the pools and/or spas.
- 5.13 Running, roughhousing, excessive noise, and loud music are prohibited in all the recreation areas. Violators will be asked to leave.
- 5.14 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.
- 5.15 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.
- 5.16 Clubhouse doors may not be propped open during rental period if loud music or noise could disturb other residents.
- 5.17 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.

6. PATIOS, BALCONIES, AND LANDINGS

- 6.1 Owners should refer to CC&Rs Article XIV Section 19 for covenants regarding usage of patios, balconies, and landings.
- 6.2 Barbecuing and outdoor cooking is not permitted on any patio balcony or landing, nor is the storage of any flammable liquids.
- 6.3 Exterior clotheslines are not permitted and the laundering and/or drying of clothing, towels, sheets, etc., on outdoor patios, balconies and landings is prohibited.
- 6.4 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.
- 6.5 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.
- 6.6 Cleaning of the balconies shall be done in such a way as to not soil or damage the lower unit's patio.
- 6.7 Umbrellas and screens, in additions to restrictions described in the CC&Rs, must be maintained to be clean and in good repair.

- 6.8 Lower Unit patios may be screened on top. The screen frame may be aluminum, PVC, or wood, and should be painted to match existing fence or porch structures. Frames must remain within the bounds of the existing fencing and porch structures. Screen material must be smoothly stretched across the frame without any sagging areas. Owners must maintain screens to be clear of any debris. Screen material may be an opaque or mesh fabric material such as wind screens or shade cloth and must be in a dark brown or bronze color. Solid screening material, such as glass or plexiglass, metal sheeting, or hard plastic is expressly prohibited, as are any fully transparent plastic screens.
- 6.9 Patio or balcony floors may not be covered with tile, linoleum, astro-turf, or other floor coverings.
- 6.10 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:
- i) the pot or box is entirely within the patio and does not protrude or hang over into the common area or;
 - ii) is securely attached to the railing so that it cannot fall over, and all pots or planter boxes must have a catch basin for the water.

7. 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 fourteen (14) days after the holiday is over. Decorations involving candles or torches should never be used outside of your Unit.

8. INTERIOR MODIFICATIONS

- 8.1 Owners should refer to CC&Rs Article VI Section 1 for covenants regarding restriction of interior modifications.
- 8.2 All visible window coverings must be of a conventional nature; drapes, linings, shades, shutters, sheers, or other conventional coverings closest to the window shall be white, off-white or a neutral shade. Window covering fabrics or material with patterns or prints are not permitted to be exterior facing.

- 8.3 In addition to the regulations outlined in the CC&Rs, any installation of or replacement of floor surface lying above any other unit shall not be completed without an architectural application, which must include a quote indicating the flooring to be installed will be carpet with a pad that is at a minimum seven sixteenths (7/16) inches thick and has a minimum density of eight (8) pounds, excepting in kitchen and bathroom areas where tile is permitted and the architectural application should demonstrate use of an underlayment with an IIC rating of at least sixty-five (65) where tile is used. Owners may perform simple repairs to existing carpeted flooring encompassing an area smaller than two (2) square feet without submission of an architectural application.
- 8.4 Makeshift materials such as, but not limited to, foil, paper, sheets, or towels are not permitted to be used as window coverings.
- 8.5 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.
- 8.6 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.
- 8.7 No water beds or are allowed in any second floor unit in case it may burst and cause flood damage to units below.
- 8.8 Any floor surface lying above any other unit that is non-compliant with current rules or covenants designed to reduce noise disturbance to lower units, but that was compliant with the rules or covenants that were in place at the time the flooring was installed, must use area rugs in pathways to cut down on the transmitted sound. Any replacement of such flooring must make it compliant with the rules or covenants in force at the time of replacement.
- 8.9 The installation of washing machines, dryers, or combination washer-dryers is prohibited. Any such device installed prior to the adoption of these regulations must be removed at the owner's expense, unless the owner registers the serial number of the device with management within 60 days of the adoption of these rules and regulations and provides proof that:
- i) all modifications to plumbing required for the installation of the washer and dryer were performed with the appropriate permits from the city of San Diego where required;
 - ii) any external venting from dryers was installed only after receipt of an architectural approval from the board of the association due to the exterior modifications required.
- 8.10 Due to the mold and flooding hazards presented, pre-existing condenser dryers permitted by Rule 8.9 that utilize a collection tray instead of a drain may not be operated.
- 8.11 Due to the excessive noise produced, no pre-existing washing machine or clothes dryer permitted by Rule 8.9 may be operated between the hours of 8pm and 8am.

- 8.12 The installation of dishwashers is permitted provided that: owners meet permitting requirements from the city of San Diego, owners adhere to rule 8.13 on the use of licensed contractors, and the dishwasher in question has a sound rating no higher than fifty (50) decibels. Owners are required to provide evidence of all three criteria being met to management within thirty (30) days of any installation to expedite the handling of any complaints that may arise from neighbors following installation.
- 8.13 When contracting for repairs and/or upgrades to their units, owners must hire contractors who are licensed, bonded and insured.

9. EXTERIOR MODIFICATIONS

- 9.1 Owners should refer to CC&Rs Article XIV Section 2 for covenants regarding exterior modifications, including the amendments to 2(f) and 2(g)
- 9.2 Owners seeking to replace a standard through-wall air conditioning unit in kind may do so provided they receive architectural application approval from the board and either utilize the pre-existing wall sleeve, or replace it with one fitting a GE RAB46 such that no modification of the hole through the stucco need be made.
- 9.3 Through wall air conditioning units may be replaced by wall mounted mini-split type ductless air conditioners so long as the below conditions are met, with failure to meet any condition being subject to fines and requiring that the unmet condition be rectified at the owners sole expense:
- i) Owners receive architectural approval from the board for both removal of the existing wall sleeve and replacement of the stucco, as well as for installation of the replacement air conditioner, including sufficient supporting documentation to demonstrate the stucco replacement and repainting will match the rest of the community and that the condenser unit will meet the below specifications. The board shall maintain a special form for air conditioner applications to expedite this process and both the stucco replacement and air conditioner installation must be part of the same application.
 - ii) The exterior condenser unit is white or off white in color and mounted with its longest side parallel to the ground, with dimensions no greater than thirty-six (36) inches wide and twenty-four (24) inches tall and the full mounting apparatus protruding no greater than eighteen (18) inches from the wall of the building at any point.
 - iii) The exterior condenser unit is mounted at the position of the previous unit
 - iv) The hole through the wall required for heat-pipe and electrical connections be no greater than three inches in diameter and be centered within a rectangle with sides parallel to those of the condenser and extending 6 inches in each direction beyond the edges of the condenser.
 - v) The air conditioning unit meets minimum federal, state, or local SEER ratings at time of installation, and all appropriate planning permissions are obtained from the city of San Diego for all work associated with the project.
 - vi) The manufacturer decibel rating of the condenser does not exceed 65 dBA

- vii) The installation of the condenser unit be completed not greater than thirty (30) calendar days following the completion of stucco work.
 - viii) All work be completed by contractors who are licensed, bonded, and insured, and management must be informed via email within seven (7) days of the completion of the work so that an inspection may be completed by the board or their designees to ensure compliance with these rules.
- 9.4 Owners are permitted to install a single doorbell at the exterior of their unit, subject to the following restrictions:
- i) No doorbell shall be greater than six (6) inches by three (3) inches in footprint and doorbells shall protrude no greater than two (2) inches from the mounting surface.
 - ii) Doorbells must be securely and professionally mounted so as not to create an eyesore. Mounting with zip ties or similar, as well as visible electrical or ethernet wiring are both expressly forbidden.
 - iii) Doorbells may be mounted to the wooden front door of units without architectural application, or to the wall within three inches on either side of the door frame upon architectural approval by the board of directors. The unit owner is solely responsible for proper sealing and insulating of the ingress point for wiring into the unit, which may not exceed half an inch in diameter, and will be liable for any damages caused to the building or any unit as a result of improper sealing, installation, or insulation.
 - iv) All electrical work and stucco modifications required for doorbell installation shall be properly permitted when required and be performed by a licensed, bonded, and insured contractor.
 - v) Any doorbells including a video camera must be installed in such a way so as to minimize any possible sightlines through the windows of any other unit so as not to create a privacy concern for other members
- 9.5 Screen Doors installed over the front door of any Unit must be the Centurion Precision Series 3610 Extruded Aluminum Security Screen Door in in the standard Bronze finish so as to match the other screen doors throughout the Complex.
- 9.6 To match the existing clear aluminum finish windows at Park Villas North, all replacement windows and glass sliding doors must use MILGARD™™ Trinsic "Silver" Vinyl RETRO-FIT or NEW CONSTRUCTION windows and sliding glass doors. Prior to installation of any replacement windows, member must submit the appropriate architectural application to the board along with sufficient supporting documentation to demonstrate the correct windows will be installed, and receive approval according to CC&Rs Article XIV Section 2. The board shall maintain a special form for window applications to expedite the process.

10. 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.

11. PETS AND SERVICE ANIMALS

- 11.1 Owners should refer to CC&Rs Article XIV Section 7 for covenants regarding pets and service animals. All rules of 7(b) therein regarding requirements for owners to clean up after their pets shall be interpreted to apply equally to service animals, excepting any case where force of law exempts service animals from such a restriction.
- 11.2 All City and County Animal Control Regulations shall be enforced in the Complex, as shall all applicable laws regarding service animals.
- 11.3 Pets that do not adhere to the restrictions of the CC&Rs (2009) that were living in the Complex prior to the original date of the pet policy in the Rules and Regulations (June 1, 2005) will be grandfathered in only by virtue of having been registered with the Property Management Company prior to July 1, 2005.
- 11.4 Pets are never allowed within the confines of the pool areas, spa areas, clubhouse, laundry rooms or mailroom and cannot be tethered unattended in the common area.
- 11.5 All pets and service animals should wear identifying tags in order to return them to their proper owners if lost, excepting any case where force of law exempts service animals from such a restriction.
- 11.6 No pets shall be permitted to remain in the common areas unattended at any time.
- 11.7 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.
- 11.8 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.
- 11.9 Park Villas North fully complies with all applicable laws and 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.

12. 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.

13. 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 according to Civil Code § 4040. 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 that complies with the 10-day notice requirements of Civil Code § 5855., 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:

Discrete Violations:

In cases where a violation is not an ongoing event, such as an instance of excessive noise, unattended pets, or not cleaning up after a pet in the common area, the fine schedule shall be as follows:

First offense imposed by the Board at Hearing is	\$ 100.00.
Second offense for the same violation is	\$ 200.00.
Third offense for the same violation is	\$ 400.00

Subsequent offenses of the same violation is an additional \$400 per each thirty (30) day period for which the violation remains uncorrected.

Continuing Violations

In cases where a violation is ongoing, such as, but not limited to, cases where owners have installed prohibited flooring or have a number or type of pets that violate(s) the CC&Rs, the board reserves the right to impose daily fines until such a time as the violation is cured. The amount of the daily fine shall be \$15 per day until the violation is corrected and has been confirmed by the association as being corrected.

- 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 the CC&Rs and/or the Bylaws, of the Association shall be treated as though they were violations of these Rules and Regulations and shall be handled according to rules 13.1-13.8 above.

14. 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 1.4 and 1.5 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 In addition to the rules regarding signs outlined in CC&Rs Article XIV Section 6, these rules shall further restrict the size of commercial signs so as not to exceed 18 inches by 24 inches, and shall limit their posting to a single exterior window of any unit or on the unit fence, unless signs are posted with the prior written approval of the Board of Directors. All signs not permitted by the CC&Rs 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 4710 or American Flags posted within compliance with Civil Code Section 4705. 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.

15. DEFINITIONS, AND RULES OF CONSTRUCTION

- 15.1 Member: defined as a unit owner entitled to membership in the association as per CC&Rs Article III.
- 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 Exclusive Use Area: shall mean and refer to a portion of the Common Areas designed by the Declaration for the exclusive use of one or more, but fewer than all, of the Owners of the separate interests and which is or will be appurtenant to the separate interest or interests.
- 15.5 Exclusive Use Parking 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” or “CC&Rs”: defined as the First Restated Declaration of Establishment of Covenants Conditions and Restrictions of Park Villas North Condominiums, including all amendments thereto.
- 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.