

PIAZZA PALERMO COMMUNITY HANDBOOK





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INTRODUCTION

Welcome to Piazza Palermo (“Palermo”)! We hope you find living at the beautiful and distinguished Palermo is a happy and rewarding experience.

Palermo is a common-interest planned-development community. It functions under the direction of its homeowners. Homeowners at Palermo automatically become members of Palermo Homeowners’ Association. The association ensures the preservation of the community’s original planning concepts and designs, and protects the assets of the community. The homeowners’ association is responsible for the efficient operation and maintenance of the property for the mutual benefit of all of its homeowners.

Governing common-interest communities through homeowners’ associations is an ingenious device whereby professionals are obtained to manage the community assets while authority and responsibility for the property’s maintenance is retained by those most interested in the community’s welfare—the property owners. Palermo is proud of its facilities, homes, and common area, and invites both owners and tenants to participate in the governing functions of its association.

The purpose of this packet is to outline the operating structure and procedures and to provide the residents with important information about the association and common areas of Palermo. It is intended to serve as a reference and information source, and does not detail all documents governing the community.



GENERAL INFORMATION

Associations—Governing Documents and Function

Each homeowner is responsible for the maintenance and insures his/her own individual condominium and contents. The Homeowners Association maintains and insures the common area, facilities and equipment shared by the community. There are several documents used in governing and managing homeowner associations and common interest communities. Listed below are a few you should already have copies of, detailing the rights, obligations, duties and restrictions of residents and guests.

- The Covenants, Conditions, and Restrictions (CC&Rs) govern the use of the property.
- The “By-Laws” and “Rules and Regulations” of the Association govern the conduct of our residents, guests and Board of Directors.

All owners and tenants are encouraged to participate in directing the affairs of Palermo. Your input and cooperation are essential in order to accomplish the goals of the community, and consideration for our neighbors is key to success.

The Board of Directors

An elected Board of Directors presides over the actions of Palermo as it protects, and ensures proper maintenance and enhancement of the common-area property. By the association’s efforts, our homeowners can realize increased property values and experience quality living conditions in Palermo.

By action of the Board of Directors, consultants and professionals are employed to assist them in meeting the needs of the community in a professional and efficient manner utilizing the best methods and resources available. The Board’s optimal goal is to maintain and enhance the community’s shared facilities and common-areas and to enforce the rules dictated by its governing documents for the good and in the best interest of the Palermo homeowners. Consultants and licensed vendors are hired to assist the Board in the following areas:

- Landscaping
- Finance
- Insurance
- Building Maintenance
- Legal

Association Meetings

During certain months of the year, each of the consultants meet with the Board to review a particular topic, to ensure a clear understanding on the part of all Directors of what needs to be done and to evaluate the Association’s effectiveness.



Homeowners will be notified of the date, time and location of all meetings of the Board of Directors of the Association and homeowners are encouraged to attend. With the exception of Executive Sessions, Regular and Special meetings of the Board are open for observation to all members.

Members who are not on the Board, however, may not participate in any discussion unless so authorized by a vote of a majority of a quorum of the Board. The nature of all business to be considered in executive session must first be announced in open session.

Prior notices are sent to all members of date, time and location of the Annual Meetings of the Homeowners Association, as election of directors takes place during these sessions and requires quorum to be conducted. It is imperative that homeowners either attend these meetings or to submit their vote by proxy.

Special Meetings of members may be called at any time by the Board, the President or by a majority of a Board quorum, or by written request of 5% or more of the total voting power of the members.

Financial Audits

An independent consultant at the end of each fiscal year prepares financial audits. Upon completion of the audit, homeowners of record are sent copies for their review and file.

Insurance Information

Palermo Homeowners Association has purchased a master policy of property and casualty insurance covering the building, common area contents and equipment, and common area public liability comprehensive public liability. This coverage will be reviewed and renewed annually.

The Association carries both Common Area liability insurance and 'Directors and Officers Errors and Omissions Insurance in the minimum amounts required to afford protection to the individual Owners in accordance with 'California Civil Code' section 1365.9.

Each owner must contact their own insurance agent or broker to obtain coverage of their dwelling and contents.

Common Area Problems

Common are problems/maintenance may be reported to the Management Company. See "Contact Information" for more information. For life-threatening situations, please dial 911 for immediate assistance.



CONTACT INFORMATION

Management

Action Property Management directs the services that keep Palermo operating effectively; just a few examples are building maintenance, patrol, custodial, and landscaping. Action also oversees billing and accounting for Palermo. The on site Management office is located in the Fitness Center on the main garage (MG) level. The following services are provided by Management on site:

- HOA payments accepted
- Purchase of fobs (\$35.00)
- Guest permits (\$25.00 replacement)
- Issuance of bicycle storage room keys (\$15.00) & permits (no charge)
- Facility reservations
- Move in/out reservations
- General Management

Office hours are:

Monday-Friday 9:00 A.M. to 5:00 P.M.

Telephone Numbers

Management Office (On site in Fitness Center)	(619) 786-7497
Action Property Management (Same # for after-hours)	(800) 400-2284
Patrol Service (Apex Security)	(619) 500-1850
Police (Non-emergency)	(619) 531-2000
Fire Department (Non-emergency)	(619) 533-4300
Downtown Post Office	(619) 232-8612
Western Towing (Tow Service)	(619) 297-8697
SDGE	(800) 336-7343
Urban Meters & Readers (Water Sub-meter billing)	(800) 460-0451

Website: www.piazzapalermo.org

Wi-fi: Available in the Club Room, Pool Area, Conference Room, and Fitness Center. Wi-fi code in the gym is Palermo619 and is Palermo1501 in other locations.



BUILDING ACCESS

Resident Access

To enter the building, present your FOB remote to any of the card readers located at entrances/exits of the building.

There are three (3) entry phone systems at the building. One located at the lobby entrance on Front Street, one at the lobby entrance on First Avenue, and one at the entrance to the Front Street lobby on the MG level. You can also gain access to the lobbies by entering a building code at the entry phone systems. Management will assign a building code upon submittal of the building entry code request form.

Directory Entry System

Grant building access to your guests/vendors from the convenience of your home!

The building is equipped with three key pad directory entry systems located outside of the main lobby on Front Street, the MG garage entrance into the main lobby, and the lobby on First Avenue. You can be added to the directory upon written request to Management. The phone number programmed can be a landline or mobile number and can be a long distance telephone number. Once programmed in the directory, you will be listed by your last name and initial letter of your first name. There will be a 3-digit code next to your name. Provide the following instructions to your guest for building access.

1. Press # on the key pad of the directory entry system and follow prompts to scroll through the directory list.
2. Locate the resident by last name.
3. Press the 3-digit code assigned to the resident's name on the keypad.
4. The phone number programmed for the resident will be called.
5. Upon answering the call, residents would dial "9" to provide access then hang up.
6. To skip steps 1-2, residents can provide the 3-digit code to guests/vendors prior to arrival.



PARKING

Residential Parking

Owners are assigned one or two parking spaces. You do not need to display a parking permit to park in your assigned space(s). All vehicles parked on the premises must display a license plate. If unavailable, documentation identifying the vehicle identification number (VIN) must be visibly displayed. Vehicles parked in the parking spaces that are assigned to others are subject to immediate towing by the owner of the parking space.

Palermo does not offer public parking. Parking is provided for Homeowners, residents, and guests only. Unauthorized vehicles and/or vehicles that extend beyond the painted (horizontal or vertical) white lines will be towed at the owner's expense according to the San Diego Police Vehicle Code 22658.2.

Parking access is controlled by an electronic security gate system. The system is operated by a coded garage opener (FOB).

There are two levels of parking in the garage on Beech Street, the main garage (MG) and the lower garage (LG). There is an upper garage level on Cedar Street located on the 1st floor. For details on the parking regulations at Palermo, please refer to the Declaration (CC&Rs) or the Rules and Regulations Handbook.

Guest Parking

Guest Parking is located in the MG garage and is available to your guests on a first come first serve basis. Visitors parking in the Guest Parking area must have a Piazza Palermo guest permit visibly displayed in the vehicle. Each Homeowner is provided with one (1) guest permit for use. Replacement permits can be issued by Management for \$25.00 upon receipt of a Guest Permit Request Form (please request from Management) signed by the Homeowner. For a complete copy of the guest parking rules and regulations, please refer to the Rules and Regulations towards the back of this Handbook.

Handicap Parking

There are handicap parking spaces available in the 1st floor garage (entrance on Cedar Street) and one in guest parking. Vehicles parked in the handicap parking spaces must display a handicap placard.



COMMON AREAS

Bicycle & Surf Board Storage Rooms

There are three (3) bicycle storage rooms located at the North East corner of the MG garage level (room 1), on the LG garage level in the North East corner (room 2), and one in the South West corner of LG (room 3). There is a surf board rack in room 1 for storage. Spaces are available on a first come first serve basis. To store your bicycle in either of these rooms you must register with Management to obtain a permit. Permits must be affixed to your bicycle/surf board at all times.

Oasis

Located on the 2nd floor is the oasis of lush green landscaping and soothing sounds from the courtyard fountain.

Guest Parking

Guest Parking is located on the MG level of the parking garage on Beech Street.

Mail Room

The mailroom is located in the lobby on Front Street.

Parking

Parking garage entrances are on Beech Street and Cedar Street. The Beech Street garage entrance goes to MG, LG, and guest parking. The Cedar Street garage entrance goes to the upper garage or 1st floor. You do not need to display a permit to park in the space assigned to your unit.

Trash Rooms

There are two refuse rooms with trash chutes on every floor located by the elevators. Located on the 1st floor in the garage by the elevators are the trash rooms that contain the large trash bins. These rooms are secured and can be accessed with a fob.



RECREATIONAL FACILITIES

Billiard Room

The Billiard Room is located on the 1st floor above the Fitness Center and is open from 8:00 A.M. to 10:00 P.M. Sunday through Thursday and 8:00 A.M. to 11:00 P.M. Friday through Saturday and Holidays, and is available on a first come first serve basis.

Club Room

The Club room is located on the 2nd floor by the pool and spa area. For private events, reservations must be made with Management. Club Room hours are 8:00 A.M. to 11:00 P.M. daily. Wi-fi is available in the Club Room. Please refer to the Club Room rules located in the Rules and Regulations Handbook.

Conference Room

The Conference Room is located on the 3rd floor. For private events, reservations must be made with Management. Conference Room hours are 8:00 A.M. to 11:00 P.M. daily. Wi-fi is available in the Conference Room. Please refer to the Conference Room rules located in the Rules and Regulations Handbook.

Fitness Center

The Fitness Center is located on the main garage (MG) level and is open 24 hours a day. Between the hours of 5am-8am and 4pm-7pm, the gym is open to residents only. Guests may use the gym outside of these hours and must be accompanied by a resident at all times.

Pool and Spa

The pool and spa is located on the 2nd floor and is open from 8:00 A.M. 10:00 P.M. Sunday through Thursday and 8:00 A.M. to 11:00 P.M. Friday through Saturday and Holidays.



RULES AND REGULATIONS

Disclaimer: For a complete copy of the rules and regulations please refer to the Association's Declaration (CC&Rs).



AIR POLLUTION

No air pollutants or contaminants sufficient to create a nuisance shall be discharged, and no processes which by their nature are likely to cause air pollution shall be undertaken or permitted unless there is available an adequate, economically feasible method of controlling the omission or contaminates, and such controls are applied by the Board.

ALTERNATIVE DISPUTE RESOLUTION

The Association and Owners have the right to bring a lawsuit to enforce the Declaration. According to California law, however, Owners and the Association must attempt to submit many disputes involving enforcement of the Governing Documents to alternative dispute resolution (such as mediation or arbitration) before a lawsuit may be filed. **Please refer to the Declaration for a complete copy of the Alternative Dispute Resolution.**

ANIMALS

No livestock or poultry shall be kept, maintained, or bred in any Condominium or elsewhere within the Project. Not more than a total of two (2) dogs (other than dogs which in the reasonable determination of the Board are determined to be a threat to the safety of the occupants of the Project, which shall not be allowed under any circumstances in the Project) or two (2) domestic cats, or a combination thereof (but not to exceed two (2) total) shall be permitted to be maintained in the Project, provided such animals are not kept, bred or raised for commercial purposes. Domestic reptiles, birds, rodents and fish shall be permitted so long as such animals are kept in the interior of a Residential Unit and are:

- kept as household pets.
- are not so excessively noisy as to disturb the quiet enjoyment by each Owner of his or her Residential Unit,
- are not kept bred or raised for commercial purposes or, as determined by the Board, in unreasonable numbers, and
- do not constitute a nuisance or threat to the personal safety of other Owners and their Invitees in the Project.

Notwithstanding the foregoing, the Association Rules may further limit or restrict the keeping of such pets. The Board shall specifically have the power to prohibit the keeping or maintenance of any animal, which, in the opinion of the Board, after Notice and Hearing, is deemed by the Board to constitute a nuisance to any other Owner in the sole and exclusive opinion of the Board. Each person bringing or keeping a pet within the Project shall be liable to other Owners and their Invitees for any damage to persons or property caused by any pet brought upon or kept upon the Project by such person or by members of his or her family, his or her guests or Invitees.

Each Owner shall clean up after such animals that have deposited droppings or otherwise used any portion of the Project or public street abutting or visible from the Property. Animals shall not be left unattended on any Exclusive Use Easement Areas. Animals belonging to Owners or Invitees of any Owner must be kept within an enclosure or on a leash held by a person capable of controlling the animal when outside the Unit or Common Area.



ANTENNAE AND SATELLITE DISHES

No Owner shall install any antenna, satellite dish, or other over-the-air receiving device ("Antenna"):

- on any real property which such Owner is not entitled to exclusively use or control, as provided in 47 U.S.C. Section 207 and any rules and decisions promulgated thereunder and any successor statutes or laws.
- in a particular location if in the Board's opinion, the installation, location or maintenance of such Antenna unreasonably affects the safety of the Owners or any other Person, or for any other safety-related reason established by the Board, or
- that is of a size larger than is permitted under 47 U.S.C. Section 207 and any successor laws or statutes, if applicable. An Owner installing such an Antenna shall provide the Board with written notice that such Owner has installed or is about to install the Antenna.

If an Owner desires to install an Antenna, other than as described in (i) through (iii) above, such Owner may do so only upon the prior approval of the Board pursuant to Article 9. The Board shall not impose or enforce any restrictions upon Antennae that are inconsistent with applicable law.

AQUARIUMS AND WATER BEDS

No water beds shall be permitted in any Condominium and; as specified above, no Owner can maintain in his or her Condominium any aquarium or other container holding thirty (30) or more gallons of water. Each Owner acknowledges that substantial damage to other Residential Units, Association Property and/or Common Area may occur as a result of a violation of this restriction.

BARBECUES

Only propane, butane, gas or electric barbecues are permitted on balconies and/or patios. All other types of barbecues, hibachis, chimneys and the like are prohibited. Placement of barbecues must be in such a manner as to minimize any smoke or odors that might interfere with neighboring Condominiums. It is recommended that Owners have a fire extinguisher in case of an emergency.

BICYCLES/SURF BOARDS

Bicycles and surf boards must be registered with Management before storing in the common area storage rooms. There is no fee for registering your bike/surf board. Upon registration, a decal will be issued. The decal must be affixed to the bike/surf board in a visible location. Any bicycles/surf boards found without a decal will be removed without prior notification to the owner. All bicycles/surf boards stored in the common area storage rooms must be secured. The Association is not responsible for lost or stolen bikes/surf boards. Bikes/surf boards cannot be stored on patios, balconies, parking spaces, or any area that is part of the common view.

CLOTHESLINES

No exterior clothesline shall be erected or maintained or hung on balconies or railings within the Project and there shall be no exterior drying or laundering of clothes or any other items on any Exclusive Use Easement Area, Association Property or Common Area.



CLUB ROOM

The following list provides the Rules and Regulations that must be adhered to when using the Club Room.

- Reservations must be made with Management at least seven (7) days prior to your event and no more than thirty (30) days in advance.
- Recreational facilities are reserved for full-time Residents of the Association and their Guests. Owners who have rented or leased their property are not entitled to use the recreational facilities.
- A non-refundable cleaning fee of \$15.00 is only required if there will be food/drinks provided at your event. A \$300.00 deposit is required for all events.
- The Club Room is available the day and time of the function, provided that both the deposit and cleaning fee (if applicable) have been paid and that the Recreational Facilities Reservation form has been signed. Please contact Management for a Recreational Facilities Reservation form.
- Each unit can only reserve either the Club Room or Conference Room at one time. Reservations cannot be made for both rooms on the same day.
- The Resident must be present at all times during the reservation. No one under the age of eighteen (18) is allowed in the Club Room without adult supervision. The homeowner is fully responsible for any damages incurred while utilizing the facility.
- Doors to the club room must remain closed at all times. Doors may not be propped open for any reason.
- Club Room hours are 8:00 A.M. to 11:00 P.M. All parties must end no later than 11:00 P.M.
- There will be no live bands or excessive noise from stereo equipment. If any viable complaints are received from other homeowners, the party will end immediately. The deposit will be retained in full.
- Nothing may be tacked, stapled or nailed to the walls or ceilings of the room. Tape may be used to hang balloons, banners, etc.
- No person under the age of 21 will consume alcohol on the premises, as per federal law.
- The capacity of the Club Room is 35 persons. Number of guests must be approved prior to usage of the room.
- Smoking is prohibited inside the building.
- Guests are to park in designated guest parking only in accordance with the Guest Parking Policy. Parking in reserved spaces is not permitted. Unauthorized vehicles will be towed.
- The Association is not liable or responsible for injury theft or damage to persons or property in connection with the use of the Club Room. The Association is not responsible for any personal property left in the Club Room.
- The \$300 deposit is refundable if all areas used by guests are restored to their original condition, left in a satisfactory condition per the standards set by the Association, and if the homeowner has complied with all the rules and regulations listed. Any excessive cleaning fees or damage repairs will be deducted from the deposit. The homeowner will be held responsible for any items found missing or in disrepair. Failure to comply will result in an automatic forfeiture of the entire deposit.

COMMERCIAL USE

Except as otherwise provided in the Declaration, including without limitation Section 7.1 of the Declaration, no part of the Project shall be used or caused, allowed, or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential purpose.



COMPLIANCE WITH LAWS

Nothing shall be done or kept in any Residential Unit or in the Association Property or Common Area that might increase the rate of or cause the cancellation of, insurance for the Project, or any portion of the Project. No Owner or the Association shall permit anything to be done or kept in his or her Residential Unit or the Association Property Common Area that violates any law, ordinance, statute, rule or regulation of any local, county, state or federal body, including any laws, ordinances or statutes pertaining to the use or storage of any hazardous, contaminated or toxic materials.

CONFERENCE ROOM

- Reservations must be made with Management at least seven (7) days prior to your event and no more than thirty (30) days in advance.
- Recreational facilities are reserved for full-time Residents of the Association and their Guests. Owners who have rented or leased their property are not entitled to use the recreational facilities.
- A non-refundable cleaning fee of \$15.00 is only required if there will be food/drinks provided at your event. A \$300.00 deposit is required for all events.
- The Conference Room is available the day and time of the function, provided that the cleaning fee (if applicable) and deposit have been paid and that the Recreational Facilities Reservation Form has been signed. To obtain a Recreational Facilities Reservation Form, please contact Management.
- Each unit can only reserve either the Club room or Conference room at one time. Reservations cannot be made for both rooms on the same day.
- The resident reserving the Conference Room must be present at all times during the reservation. No one under the age of eighteen (18) is allowed in the Conference Room without adult supervision.
- Homeowners are fully responsible for any damages incurred while utilizing the facility.
- Doors to the Conference Room must remain closed at all times. Doors may not be propped open for any reason.
- Conference Room hours are 8:00 A.M. to 11:00 P.M. All events must end no later than 11:00 P.M.
- There will be no live bands or excessive noise from stereo equipment. If any viable complaints are received from other residents, the event will end immediately and the deposit will be retained in full.
- Nothing may be tacked, stapled or nailed to the walls or ceilings of the room. Tape may be used to hang balloons, banners, etc.
- No person under the age of 21 will consume alcohol on the premises, as per federal law.
- The capacity of the Conference Room is 65 persons. Number of guests must be approved prior to usage of the room.
- Smoking is prohibited inside the building.
- Guests are to park in designated guest parking only in accordance with the Guest Parking Policy. Parking in reserved spaces is not permitted. Unauthorized vehicles will be towed.
- The Association is not liable or responsible for injury theft or damage to persons or property in connection with the use of the Conference Room. The Association is not responsible for any personal property left in the Conference Room.
- The \$50 deposit is refundable if all areas used by guests are restored to its original condition, and left in a satisfactory condition per the standards set by the Association, and if the homeowner has complied with all the rules homeowner will be held responsible for any items found missing or in disrepair. Failure to comply will result in an automatic forfeiture of the entire deposit.



DISABLED PERSONS RIGHTS

Subject to the provisions of .Article 8 and .Article 9 of the Declaration, each Owner may modify his or her Residence and the route over t he Association Property leading to the front door of his or her Residence, at his or her sole expense, to facilitate access to his or her Residence by persons who are blind, visually impaired, deaf or physically disabled, or to alter conditions which could be hazardous to such persons in accordance with California Civil Code Section 1360 or any other applicable law.

DOOR KEYPAD/LOCKS

Owners may install electronic door locks or keypad entries in place of the traditional door lock upon request and approval by the Board of Directors. The electronic door locks or keypad entry must be a brushed nickel finish. Approval must be made at a Board meeting.

DOORBELL CAMERAS

Owners may install a doorbell camera at the entrance of the unit. Hardware must be a satin nickel finish, no other color/finish is allowed. Board approval for installation is not required. No other camera device can be installed at the entry of the unit in common view.

DRAINAGE AND EROSION CONTROL

There shall be no interference with the established drainage pattern over the Property, unless an adequate alternative provision is made for proper drainage with the prior written approval of the Board. For the purpose hereof, "established" drainage is defined as the drainage that exists at the time of the first close of escrow for the sale of a Condominium, or that which is shown on any plans approved by the Board.

- No Owner shall install any tiles or other materials in any Exclusive Use Easement Areas.
- Each Owner shall regularly inspect and, if necessary, clean out any drainage facilities located within such Owner's Exclusive Use Balcony Area, Exclusive Use Patio Area or Exclusive Use Roof Deck Areas.
- No Owner shall dispose of any Hazardous Materials in any drains.

If such Owner fails to maintain such drainage as a result, imminent danger to person or property may result, then the Association shall have the right of access onto the Condominium for the purpose of clearing debris and other material so as to not impede the flow of water.

The right of access shall be exercised only for the purpose of preventing damage to persons and property and the entering party ("Entering Party") shall use reasonable care so as to not cause any damage to the Condominium. The Owner shall reimburse the Association for any costs and expenses incurred in clearing such debris pursuant to the provisions of this Declaration.

EXCLUSIVE USE EASEMENT AREAS; STORAGE AND USE RESTRICTIONS

- No Owner shall use any Exclusive Use Easement Area for storage purposes, including, without limitation, the storage of bicycles.
- Unless installed by Declarant, all plants kept in the Exclusive Use Balcony Areas, Exclusive Use Patio Areas and Exclusive Use Roof Deck Areas shall be kept in pots or planters which do not allow water to drain outside of such pot or planter, and must not be allowed to collect condensates or moisture between the receptacles and the floors.
- No vegetation shall be permitted to extend beyond the railings, walls and/or other boundaries of such Exclusive Use Easement Areas, except as approved by the Board. The Board may require approval of any potted plants.



- No Owner shall change or alter the surface of any Exclusive Use Balcony Areas, Exclusive Use Patio Areas and Exclusive Use Roof Deck Areas without the consent of the Board.
- Patio furniture and other similar outdoor furnishings located in the Exclusive Use Balcony Areas, Exclusive Use Patio Areas and Exclusive Use Roof Deck Areas shall be equipped with protective leg caps or other devices to prevent damage to the floor of such areas.
- No Improvement shall be nailed, bolted, or otherwise attached to the floor, walls, or any other portion of such areas subject to the restrictions in the Declaration and the Association Rules.
- No privacy screens, banners, and no other accouterment (other than plants) which may be visible from any other Residential Units or the Common Area are permitted on any portion of such area.
- Each Owner acknowledges that, notwithstanding anything to the contrary set forth in this Declaration, the Association shall have the right to enter onto such areas to perform its maintenance and other obligations under this Declaration.

EXTERIOR LIGHTING

Any exterior electrical, gas or other artificial lighting installed on any Residential Unit shall be positioned, screened, or otherwise directed or situated and of such controlled focus and intensity so as not to unreasonably disturb the residents of any other Residential Unit(s). Further rules regarding exterior lighting may be promulgated by the Board.

FITNESS CENTER

- The Fitness Center is open 24 hours a day, 7 days a week. There is no smoking allowed in the Fitness Center.
- Recreational facilities are reserved for full-time Residents of the Association and their Guests. Between the hours of 5am-8am and 4pm-7pm, the gym is open to residents only. Guests may use the gym outside of these hours and must be accompanied by a resident at all times.
- Owners who have rented or leased their property are not entitled to use the recreational facilities.
- For safety reasons, children under 14 are not permitted in the Fitness Center. Those ages 14-17 must be accompanied by an adult who is at least 18 years old.
- Residents must have clothes and shoes on at all times.
- All equipment must be wiped down after each use.
- Residents may not store or place any personal equipment in the Fitness Center.
- No glass containers or food items are allowed in the Fitness Center.
- Cell phone conversations may not occur when others are using the Fitness Center.
- All equipment is to be used as intended and is not to be removed or moved.
- Lewd or indecent conduct is prohibited in the Fitness Center at all times.
- Dropping of weights is prohibited at all times.
- Smoking is prohibited in the Fitness Center.

GUEST PARKING

- Each unit owner is allowed one (1) parking permit.
- Replacements for lost or stolen permits can be purchased from Management for \$25.00. Upon issuing a new permit, the permit previously registered for the unit will be voided immediately. Use of invalid permits will result in the vehicle being towed at the vehicle owner's expense. You must fill out a Guest Permit Request Form.



- Management will regularly provide the Patrol Service with an updated list of all valid guest parking permits issued for the property.
- All vehicles parked in guest parking must have a valid guest parking permit hanging over the rear view mirror or placed on the dashboard of the vehicle with permit number facing out so that it is visible for Management/Security to inspect. **No notes, stickers, etc. will be honored.** Vehicles without a valid guest parking permit properly displayed will be ticketed on first offense and towed on the second and subsequent offenses.
- Guest parking permits are intended for use by non-residents in the guest parking area of the Beech Street garage up to 24-hours each time the permit is used and may be used for a maximum of five (5) days per month.
- Upon the sixth day, violators will be ticketed and the homeowner and resident will be issued a notice of violation.
- Upon the seventh day, violators will be ticketed and called to hearing to discuss the violation with the Board where fines may be imposed. Following the hearing, the Board may revoke the guest permit for thirty (30) days without prior notification to the homeowner or resident. Each occurrence following the seventh day will be considered at the hearing where additional fines may be imposed.
- Upon use of the guest permit beyond seven (7) days within a month, violators will be towed at the vehicle owner's expense.
- Infractions will not reset to 0 at the beginning of a new month.
- Two cumulative infractions of the guest parking policy within a 6-month period will result in a call to hearing.
- Vehicles parked in red zones and "no parking" areas will be subject to immediate towing.

HANDICAP PARKING

Handicap parking must only be used by guests, not residents, that require such designated parking. A valid handicap parking placard must be visibly displayed in the vehicle when parked in handicap parking. Owners that need handicap parking should submit a written request to the Association. If a disabled owner requests an accommodation for use of an alternative parking space, the request would be valid for the length of time that the disability exists which could be the remaining duration of ownership for the disabled Owner.

HARD SURFACE FLOORS

Except for those floors installed by Declarant, no Owner shall install flooring (including without limitation tile or hardwood floors) or replace any flooring unless the prior approval of the Architectural Committee/Board of Directors has been obtained.

As a condition to approving the installation or replacement of flooring, the Owner shall submit to the Architectural Committee a construction drawing clearly indicating the type of flooring to be installed and the underlayment to be provided to mitigate against impact noises such as footfalls. The drawing must clearly identify all materials, their composition and thickness. **Please refer to the Piazza Palermo Architectural Guidelines for complete rules for installation of hard surface flooring.**

HOLIDAY DECORATIONS

- The acceptable timeframe for winter holiday decorations is from the day after Thanksgiving until January 10th. All other decorations must be displayed no more than fifteen (15) days prior to the day of the holiday, and must be removed within seven (7) days after the holiday.
- Holiday decorations must be displayed from inside the Residential Unit.
- A wreath or over-the-door hanger may be displayed on main entry doors.



- No Resident may place holiday decorations in the Common Area or Association Property structures or landscape.
- Please insure that holiday lights do not disturb other Residents.
- Each Owner is liable to the Association for any damage to the Common Area or Association Property (including holes, tape marks, abrasions, etc.) caused by that Owner or his or her Guests, Tenants, Invitees, or any Resident of his or her Condominium.
- All holiday lighting must have a "UL" or comparable rating. Outdoor lights must be designated for outdoor use.

INSTALLATIONS

Unless installed by Declarant or approved by the Board, the following items are prohibited:

- outside installations, including balcony, patio or deck covers, wiring, air conditioning equipment, water softeners, other machines and other Improvements.
- Improvements to deck or balcony railings, and other exterior additions or alterations to any Condominium.
- Nothing may be done in any Condominium or in on or to the Association Property or Common Area which may impair the structural integrity- of any building in the Project or which structurally alters any such building except as otherwise expressly provided in the Declaration.

INSURANCE

Each Owner shall maintain property insurance against losses to personal property located Within the Residential Unit or Exclusive Use Easement Areas and to any floor and wall surface materials (e.g. paint, wallpaper, mirrors, carpets, tile and hardwood floors), upgrades or Improvements installed by an Owner located within the Residential Unit or Exclusive Use Easement Areas, and liability insurance against any liability resulting from any injury or damage occurring within the Residential Unit or Exclusive Use Easement Areas. In addition, an Owner may carry whatever personal liability and property damage liability insurance with respect to his Condominium that he desires. The Association's insurance policies will not provide coverage against any of the foregoing. All Owners hereby waive all rights of subrogation rights by the insurer as to the Association and any first Mortgagee of a First Mortgage on the Owner's Condominium, provided, however, that a failure or inability of an Owner to obtain such a waiver shall not defeat or impair the waiver of subrogation rights between the Owners and the Association set forth herein. No Owner shall separately insure any property covered by the Association's property insurance policy as described above. If any Owner violates this provision and, as a result, there is diminution in insurance proceeds otherwise payable to the Association, the Owner will be liable to the Association to the extent of the diminution. The Association may level a Special Assessment against the Owner's Condominium to collect the amount of the diminution.

An Owner's failure to provide proof of insurance at the request of the Association within seven days of the request will result in an immediate call to hearing. Owners that do not carry individual insurance as required will be fined in accordance with the Enforcement and Fine Policy.

KITCHEN & SEWAGE DRAINS

Kitchen and sewage clogs are typically due to a resident's improper disposal of items. For garbage disposals, foods like corn husks, egg shells, bones, celery, onion skins, rice, potato skins, and other fibrous items, or liquid or solid grease can cause a back-up in the drain line. For sewage drains, do not flush cat litter, hygiene products, plastics, or anything besides human waste and toilet tissue. If the kitchen or sewage drain is backing up in a Unit, the Owner/Resident, not the Association,



must contact a licensed and insured plumber to clear the clog. Plumbers must possess an auger or roto-rooter that is at least 75 feet long to clear stoppage down to the horizontal main line.

The Association conducts maintenance of the common drain lines as required. Clogs found in the common drain line will be cleared by the Association. If there are subsequent back-ups in the same common drain line within a 30-day period of the first clog cleared, all Owners of units that share the common drain line will be called to a hearing to discuss the matter with the Board of Directors.

MAINTENANCE OBLIGATIONS

Each Owner is responsible for the care and maintenance of those components of each Owner's Residential Unit and Exclusive Use Easement Area designated for maintenance by the Owner on the Maintenance Responsibility Chart. All such maintenance shall be performed (i) in such a manner as shall be deemed necessary in the judgment of the Board to preserve the attractive appearance thereof and protect the value thereof, and (ii) in compliance with the Maintenance Obligations. Any such maintenance, repair or replacement of any of the foregoing which is visible from outside of a Residential Unit shall be consistent with the existing design, aesthetics and architecture of the Project and shall be approved by the Board, as provided in Article 9 of the CC&Rs.

It is recommended that each Owner have a qualified contractor perform an inspection of the Unit on an annual basis and provide a copy to the Association's managing agent.

MOVES

J & A Moving and Coordinating provides move coordinating services to the Association. Services included are pre/post move inspections of the move route in and around the building, set up and tear down of elevator padding, building access supervision during moves, and general facilitation during moves. The Board of Directors shall resolve all questions of interpretation of the move policy terms.

1. SCHEDULING:

- A move packet can be obtained by Management. All applicable forms must be submitted to Management at least 5 days prior to the move date.
- You must schedule your move with Management at least 7 days prior to the move date. Moves scheduled with less notice may not be accommodated due to availability. If there is availability, a \$100.00 fee will be charged in addition to the move fee.
- Moves must only be scheduled Monday through Saturday. A window from 8:00 A.M. to 12:00 P.M. or 1:00 P.M. to 5:00 P.M. must be selected per move. Moves must be reserved for a minimum of four hours. Moves cannot be scheduled on a Holiday or on Sundays.

2. LEASE REQUIREMENT:

A copy of the rental or lease agreement for rental units must be provided to the Association before a move-in occurs. Per section 7.3 of the CC&Rs, a copy shall be provided to the Association upon request.



3. MOVE FEES & DEPOSIT:

- A move fee in the amount of \$150.00 is required for all moves. Payment must be made in the form of a check and payable to J & A Moving and Coordinating. The fee secures a move coordinator for a 4-hour window. Moves exceeding four hours will be charged \$35.00 for each additional hour beyond the scheduled 4-hour window. Payment must be given to the J & A move coordinator on the day of the move before the move begins.
- A \$250.00 holding deposit check from the Owner of the unit must be submitted to Management along with required paperwork at least 5 days prior to the preferred move date. The deposit check is returned within 7 business days if there are no damages to the common areas caused by the move. If there are damages, the entire deposit will be processed. Any balance left after repairs will be refunded to the Owner of the unit.

4. MOVE ELEVATOR:

- Moves must be conducted in elevator #4 on First Avenue since this is the only elevator that can accommodate items larger than 7 feet tall.
- Elevator #2 (Front Street) may be reserved for moves only by request, as long as there are no items larger than 7 feet. The J&A moving coordinator will pad the elevator and set it on the lobby floor prior to the start time of your move.

5. TRASH:

- No furniture, boxes, or items are to be left or stored in the lobby or propped against any walls. All items must be moved directly to and from the moving truck and unit.
- Lobby doors and common area doors/gates shall not be propped open.
- Ceiling panels may not be removed from the elevator cab.
- Under no circumstances may any type of furnishings or other belongings be dragged across the hallways or other common area floors.

6. UNSCHEDULED MOVES:

Unscheduled moves will result in an immediate call to hearing. The Board may impose a fine for non-compliance in addition to the move fee.

Furniture Deliveries/Disposals/Donations

1. Management must be notified at least one business day prior to the preferred delivery date if up to two pieces of furniture (no matter the size), are being moved to/from the unit through common areas so that it can coordinate padding and protection of the elevators.
2. Moving more than two pieces of furniture to/from the unit through common areas will constitute a move. A move fee, deposit, and move policy and procedures will be applicable.
3. Furniture movement can only be scheduled Monday-Saturday, 8am to 4pm.
4. Furniture movement must be conducted in elevator #4 on First Avenue if the item(s) is 7 feet tall or taller.



5. Elevator #2 on Front Street may be reserved for furniture movement only by request, as long as there are no items taller than 7 feet.

Parking

There is no designated loading zone for moves. Move/delivery vehicles must park on either First Avenue or Front Street depending on the location of the elevator reserved for your move/delivery. Perimeter parking is metered by the City of San Diego. Please abide by parking enforcement outlined in street signs as they are strictly enforced by the City.

Your Moving Company

In addition to complying with the move police and procedures for Piazza Palermo OA, the moving company you select must supply the Association with a current Certificate of Liability and Workers Compensation Insurance for a minimum of \$1,000,000 listing the additional insured as:

Piazza Palermo OA
1501 Front Street
San Diego, CA 92101

After Moving In

At the end of the move, the hallways and elevator must be cleared of all debris. All cartons must be flattened. Please leave the flattened cartons in the recycling bin located in the refuse room in the garage. Any Resident who disregards this regulation by leaving packing materials and boxes in the hallways will be subject to a MINIMUM charge of \$100.00 to cover the cost of removing this nuisance and fire hazard.

ODOROUS MATTER

No odorous matters shall be emitted upon or about the Project in such quantity as to be readily detectable outside the physical boundaries of the space within which such odor was generated. Such odors include but are not limited to, soiled diapers, pet waste, cigarette/cigar smoke, and incense. All outdoor barbequing shall be conducted in accordance with the Association Rules. Smoking is prohibited in common areas.

OFFENSIVE CONDUCT AND NUISANCES

No noxious or offensive activities, including, but not limited to, repair of automobiles or other motorized vehicles, shall be conducted within the Project. Nothing shall be done on or within the Project that may be or may become an annoyance or nuisance to the Residents of Piazza Palermo, or that in any way interferes with the quiet enjoyment of the occupants of the Condominiums.

PARKING

Please refer to section 7.8 of the Association's Declaration (CC&Rs) for a complete copy of the restrictions for parking.

General Restrictions

- All Authorized Vehicles owned or operated by or within the control of an Owner and kept within the Property shall be parked in that Owner's Assigned Parking Space. **You do not need a permit to park in your assigned parking space.**



- All vehicles parked on the premises must visibly display a license plate. If one isn't available, documentation clearly identifying the vehicle identification number (VIN) must be displayed. Vehicles without a license plate or VIN displayed may be towed at the vehicle owner's expense.
- No maintenance, repair, restoration, or construction of any vehicle shall be conducted on the Property.
- No vehicle shall be parked in any Parking Space if such vehicle does not completely and clearly fit between the painted parking lines designated for a Parking Space or otherwise physically fit wholly within the designated space or any other portion of the parking areas in the Property designed for ingress and egress of vehicles.
- There shall be no parking in the parking garage that obstructs free traffic flow, constitutes a nuisance, violates the Association Rules, or otherwise creates a safety hazard. The parking areas in the Property shall be used for parking Authorized Vehicles only and shall not be used for storage, living, recreational or business purposes (except for storage in authorized Storage Spaces).
- Assigned Parking Spaces and Assigned Storage Spaces may be exchanged apart from the conveyance of a Residential Unit only as set forth in Sections 3.6 and 3.7 of the Declaration and shall not otherwise be sold or otherwise separately conveyed apart from conveyance of such Residential Unit. Except as set forth herein, no Assigned Parking Space or Assigned Storage Space may be sold, transferred, or assigned to, or retained in the ownership of any person not an Owner.
- Authorized vehicles: Standard passenger vehicles including automobiles, passenger vans designed to accommodate ten (10) or fewer people, motorcycles and pickup trucks having a manufacturer's rating or payload capacity of one (1) ton or less, and vehicles, which are the principal source of transportation for an Owner.
- Prohibited Vehicles: Recreational vehicles (e.g., motor homes, travel trailers, camper vans and boats), commercial-type vehicles (e.g., stake bed trucks, tank trucks, dump trucks and step vans, concrete trucks and limousines), buses or vans designed to accommodate more than ten (10) people, vehicles having more than two (2) axles, trailers, inoperable vehicles or parts of vehicles, aircraft, boats, any vehicles or vehicular equipment deemed a nuisance by the Board, and any other vehicles not classified as an Authorized Vehicle.

POOL AND SPA

- Pool hours are Sunday through Thursday 8:00 A.M. to 10:00 P.M. Friday, Saturday, and Holidays 8:00 A.M. to 11:00 P.M.
- NO LIFEGUARD IS ON DUTY! Lifeguard or supervisory service is **not** provided at any time. Anyone using the recreational facilities shall do so at their own risk, responsibility and liability.
- Recreational facilities are reserved for full-time Residents of the Association and their Guests. Owners who have rented or leased their property are not entitled to use the recreational facilities.
- The maximum capacity for the pool deck is 184. Only 4 guests per unit is allowed at one time in the pool and spa area. Violation of this rule will result in an immediate call to hearing.
- Anyone not abiding by the posted rules may be asked to leave the pool or spa areas by any member of the Association or Management.
- Elderly persons, pregnant women, infants, and those with health conditions requiring medical care should consult with a physician before entering the spa. Unsupervised use of the spa by children under the age of fourteen (14) is prohibited.
- Children under the age of fourteen (14) years are not allowed in the pool area unless accompanied by an adult eighteen (18) years of age or older.
- **SAFETY EQUIPMENT HAS BEEN PROVIDED FOR EMERGENCY USE ONLY.**



- All incontinent persons (whether infants, toddlers, children or adults) must wear a diaper, plastic pants, and a swim suit while using the pool or spa.
- Appropriate bathing attire must be worn.
- Smoking is prohibited within the pool and spa areas.
- No surfboards, boogie boards, beach balls floating or inflatable devices will be permitted in the pool or spa.
- No pets of any kind are permitted in the pool or spa areas.
- No glass or sharp objects are allowed in the pool or spa area. Violation of this rule will result in an immediate call to hearing.
- Diving is not permitted in any areas of the pool or spa.
- No running, pushing or boisterous activity* in or around the pool or spa areas.
- Absolutely no cans, foreign objects, foreign substances (bubble bath, soap, beverages, etc.) non-floating objects (such as rocks, marbles, coins and the like) or pool furniture are to be thrown into the pool or spa.
- No throwing of tennis balls, baseballs, footballs, basketballs, Frisbees or anything in and around the pool.
- No wheeled toys or vehicles including skateboards, roller blades, roller skates or bicycles are allowed in the pool or spa area.
- Radios, cassette, or CD players must be battery operated and should be kept at a minimum level. The noise level must be kept to your personal area only so as not to disturb others.
- Each Resident is responsible for placing his/her (and Guests) liner and debris in the trash receptacles prior to leaving the pool and spa area.
- With the exception of the spa timer, adjustment of any control regulating to the pool or spa, lights or other common service is **PROHIBITED**. Upon arrival of the pool and spa maintenance crew, pool or spa users are asked to temporarily vacate the pool or spa areas until cleaning and service is completed.
- Pool areas are to be entered through the gates only. Climbing over the fence to enter or exit the pool and spa area is strictly prohibited.
- Gates are to be closed and locked at all times.
- The Association reserves the right to limit, on a reasonable basis, the number of Guests using the recreational facilities at any given time. Individuals or groups must not occupy the pool or spa to the effective exclusion of others.

REALTOR RULES

- Homeowners must notify Management that the residence has been listed for sale.
- Lock boxes must be labeled with contact information for the listing agent or Owner if no listing agent.
- Lock boxes can only be placed on the far left gate on MG at the guest parking area. If found in or on any other location within Piazza Palermo, the lock box will be removed without notification.
- Open houses are prohibited. No flags, banners, balloons, etc., may be displayed on the common area or any other unit owned by another without their consent. For sale signs (no larger than 4' by 4') are allowed to be placed in the individual Owner's window. No flyers may be distributed to individual residents' doors or placed on vehicle windshields.

RENTAL OF RESIDENTIAL UNIT

An Owner shall be entitled to rent the Condominium subject to the restrictions contained in the Declaration. Owners are required to notify the Association each time the unit is rented to a new tenant. Any rental or lease agreement shall be in writing, shall provide that the lease is subject to the Governing



Documents and shall provide that any failure to comply with any provisions of the Governing Documents shall be a default under the terms of the rental or lease agreement. A copy of the rental or lease agreement shall, upon request, be provided to the Association.

The Owners shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of the Declaration pursuant to the occupancy and use of the Condominium. A lessee shall have no obligation to the Association to pay assessments imposed by the Association nor shall any lessee have any voting rights in the Association.

No Owner may lease such Owner's Condominium for hotel, motel or transient purposes. Any lease which is either for a period of fewer than thirty (30) days or pursuant to which the lessor provides any services normally associated with a hotel shall be deemed to be for transient or hotel purposes.

RESIDENTIAL USE ONLY

Residences shall be used for residential purposes only: provided, however, that any Residence may be used incidentally for the purpose of operating a home based small business if, and only if, the business is operated solely within the Residence,

- the business is limited to arts and crafts, the rendition of professional services, or other similar activities.
- the business is operated by the Owner of the Residence whose principal residence is the Residence, by a tenant whose principal residence is the Residence or by a member of such Owner's or tenant's family whose principal residence is the Residence.
- the operation of the business is permitted by, and is at all times in compliance with, all applicable laws, and
- the operation of the business does not result in (i) the violation of any of the other provisions of the Declaration, (ii) any unreasonable increase in the flow of traffic within the Project, (iii) any odor, noise, or vibration outside of the Residence, or (iv) parking problems within the Project.

No other use shall be allowed except as specifically permitted by local ordinance; provided, however. Declarant may use any of the Residences owned by Declarant as model homes, sales offices, construction offices or storage for the Project during that period of time commencing when the Residences are first sold or offered for sale to the public and ending when (x) all the Residences in the Project are sold and conveyed by Declarant to separate Owners thereof, or (y) seven (7) years after the first close of escrow of a Residence in the Project whichever shall first occur.

SIGNS AND DISPLAYS

No sign, advertising device or other display of any kind shall be displayed in the Project, except for the following:

- entry monuments, community identification signs, and traffic or parking control signs maintained by the Association;
- for each Condominium, one (1) nameplate or similar Owner name, Business name (if business is conducted in the condominium in accordance with section 7.1 of the Declaration), or address identification which complies with the Architectural Guidelines;
- for each Condominium, one (1) sign advertising the Condominium for sale or lease that complies with the following requirements, subject to Civil Code Sections 712 and 713:
 - (a) the sign is not larger than eighteen inches (18") by thirty inches (30") in size; and



- (b) the sign is in compliance with the Architectural Guidelines or is otherwise authorized by the Board;
- signs permitted by Civil Code Section 1353.6; and
- such other signs or displays authorized by the Board.

In addition to the foregoing all signs must comply with all applicable laws. Notwithstanding the foregoing, the Declarant shall have the right to display signs as set forth in Article 10.

SMOKING

Smoking of tobacco products in common areas is prohibited. This includes but is not limited to electronic cigarettes and water pipe smoking. Common areas are all areas shared in common such as lobbies, elevators, stairwells, parking garages, corridors, pool area, fitness center, club room, conference room, and billiard room. Smoking is only allowed in the Residential Unit or Exclusive Use Common Area.

STORAGE

Storage Areas shall be used only for the storage of personal property. In no event shall the Storage Areas be used for the storage of any Hazardous Materials or any other noxious, toxic, or odorous substances and shall be subject to additional limitations set forth in the Association Rules. Refer to Section 3.7 of the Declaration for further information regarding rules applying to garage area Storage Spaces.

STORM WATER POLLUTANT COMPLIANCE

Each Owner acknowledges that unlike the water in the sewer system in the Owner's Residence, which flows to wastewater treatment plants, water that enters a storm drain flows directly, without any treatment, to waterways* creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollutant Discharge Elimination System ("NPDES"), the Federal Clean Water Act, and the policies and ordinances of the City prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, paints and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. The disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and such Owner may be responsible for any activities. Owner's contractors (e.g. painters, landscapers, etc.) who dispose of such pollutants from an Owner's Residential Unit or Exclusive Use Easement Area into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all requirements of any other governmental agencies having jurisdiction over the Property.

All Owners within the Project and the Association are required to comply with such restrictions. Owners are encouraged to consult with the City, and other governmental authorities, concerning the proper disposal of any toxic or hazardous materials. To comply with the requirements of the City in connection with the storm water pollution prevention best management practices, each Owner and the Association agrees that it will, at all times, maintain all Improvements located within a Residential Unit, or in the case of the Association, within the Association Property, in a clean, safe and attractive condition, free and clear of any and all debris.

All trash receptacles within Owner's Residential Unit shall be closed at all times except when disposing of trash. The Association and the Owners shall comply with all applicable Best Management Practices ("BMP") and perform all maintenance that may be imposed by any water quality management plan that



may affect the Property. The costs of the Association's portion of such maintenance, if any, shall be treated as Common Expenses.

TIME SHARING

A Condominium may not be divided or conveyed on a time increment basis (commonly referred to as "time sharing") of measurable chronological periods. The term "time sharing" as used herein shall be defined to include, but shall not be limited to, any agreement, plan, program or arrangement under which the right to use occupy or possess the Condominium, Condominiums, or any portion thereof in the Project

rotates among various persons, either corporate partnership, individual or otherwise, on a periodically recurring basis for value exchanged, whether monetary or like-kind use privileges, according to a fixed or floating interval or period of time sixty (60) consecutive calendar days or less.

TRASH

- No garbage, trash, rubbish, cigarette butts, or other waste material shall be kept or permitted on the Project except in garbage cans, trash containers, trash chutes, or other appropriate waste receptacles located on the Project provided for the use of all Owners.
- All trash must be bagged or otherwise sealed before using any trash chute located in the Project. No trash, cardboard boxes, furniture, and any large bulky items may be stored or placed in the trash rooms. No odor shall emanate therefrom so as to be unreasonably unsanitary, unsightly, offensive or detrimental to the Owners in the Project.
- Trash cannot be removed from trash room(s) by any person unless authorized by Management. Violation of this rule will result in an immediate call to hearing.
- Under no circumstances may explosives, fireworks, or highly flammable materials such as gasoline, kerosene, oil, oil-based paints, or solvents, are to be disposed of in the trash chutes or anywhere else in the Project.
- Any and all costs incurred by the Association for the removal of combustible or toxic materials from the trash chutes shall be borne by the offending Owner at such Owner's sole cost and expense.

VEHICLE GATE ACCESS

Pedestrian access through vehicle gates is prohibited at all times. Vehicle gates are for vehicle access only.

VENDOR POLICY

Owners are required to provide a copy of the Vendor Policy to their contractor prior to job commencement. It is the Owner's responsibility to monitor the contractor working in the Residential Unit to ensure compliance.

- Insurance and Contractor's License:
Each Owner shall ensure that all contractors, subcontractors, or any other person or entity who/which performs work on Association Property or a Residential Unit, shall provide proof of insurance, proof of valid worker's compensation insurance, and an active California State Contractors License to Management. Insurance policies shall be endorsed naming Piazza Palermo Owners Association as additional insured for the period of time the work is in progress. Policies shall contain a waiver of subrogation in favor of Piazza Palermo Owners Association.



- Registration of Work:

All contractors, subcontractors, or any other persons who perform work on or within Association Property or a Residential Unit shall provide notice to Management of the scheduled service at least 24 hours prior. Management has the right to accompany the person or persons performing the work and take photographs of the conditions of the Common Areas and Association Property on the commencement of work and after completion.
- Damage:

Any damage caused by contractors or sub-contractors to any Common Area, Association Property or Residential Units is the Owner's responsibility. Damage must be reported immediately to Management. The Owner will be held liable for the actions of his/her contractors, subcontractors and/or workers and the Owner will be responsible for all costs incurred by the Association due to the damage caused.
- Protecting Floor Areas, Common Areas, Hallways, and Elevators:

Elevator #4 must be protected with padding during any work by an Owner, which requires transport of materials to and from the Residential Unit. Owners must notify Management at least 24 hours prior to the scheduled work.
- Trash and Debris:

All trash and debris must be carried off-site on a daily basis. Debris found in common areas from work done by an Owner's contractor must be removed by the contractor/Owner.
- Plumbing:

All plumbers servicing clogged drains must possess an auger or roto-rooter that is at least 75 feet long to clear stoppage out to the horizontal main line.
- Water Shutdowns:

Every Residential Unit has a water shut down for cold and hot water supply to the Residential Unit. Shut downs are generally located in the ceiling of the linen closet in some Residential Units or above the kitchen cabinets in others. Common Area shut downs required to repair plumbing in the Residential Unit must be coordinated with Management during business hours. Owners are responsible for costs related to services provided by Association staff.
- Working Hours:

Working hours are limited to Monday through Friday, between 8:00 A.M. and 5:00 P.M. No work is allowed on weekends or on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. Workers may access the building 30 minutes before "working hours" but may not make any disruptive noise outside of "working hours." Work that is not disruptive to others by noise, vibrations, or odors (e.g. painting) is not subject to the limitations set forth under "working hours" but, requires prior approval by Management. **Emergency work is not subject to the limitations set forth under "working hours" but will require prior approval by Management.**
- Conduct by Workers:

Workers shall exhibit proper behavior and shall show respect towards other residents of the Community. Workers are prohibited from creating nuisance noise unrelated to the construction



work. Workers are also prohibited from eating meals or taking breaks in the Common Areas or Association Property. Workers must perform work such as carpet cutting and tile cutting in the unit or off-site.

■ Stopping Work:

The Association has the right to stop work that is in violation of these regulations, creates a fire or safety hazard, or interferes with activities within the Community.

■ Fire Safety Devices:

No one shall remove any permanent smoke detectors, sprinklers, security speakers or fire safety devices anywhere in or about a Residential Unit, Common Area, or Association Property. If spray paint, sanding, or any other work that could potentially set off the smoke detectors or fire sprinklers will be performed, it is permissible to cover the smoke detectors and/or fire sprinklers with plastic (and no other material), but the plastic must be removed at the end of each day. **Fire exits may not be blocked at any time.**

■ Equipment:

Contractors must use their own equipment. The use of Common Area utilities, and Association tools and equipment is prohibited. Workers are also prohibited from using their equipment in the parking areas or garage or other Common Area. The Association is not responsible for the disappearance of any tools, equipment or materials left in the Common Area or Association Property.

■ Minimizing Dirt, Etc.:

The front door of each Residential Unit must be kept closed during construction in order to contain dust, dirt, noise, paint fumes, etc.

■ Owner Responsibility:

Each Owner is responsible for any violations by such Owner's contractor or subcontractors of the Architectural Guidelines, the Rules and Regulations, and the Governing Documents.

■ Contractors and Subcontractors Information:

Names, addresses, and phone numbers of all contractors and subcontractors who will work on the property must be registered and provided before job commencement.

VIEW OBSTRUCTIONS

■ By accepting a deed to a Condominium, each Owner acknowledges that:

■ there are no protected views, and no Residential Unit is assured of the existence, quality or unobstructed continuation of any particular view and Declarant makes no representation or warranty that there are now or will be in the future, any such views or that any view will impact the view or desirability of any Residential Unit.

■ any view from the Residential Unit is not intended as part of the value of the Residential Unit and is not guaranteed: and any future development, construction, landscaping, growth of trees, or other installation of Improvements by Declarant or other Owners in the Project or of properties surrounding the Project may impair the view from any Residential Unit.



There are no express or implied easements appurtenant to any Residential Unit for view purposes or for the passage of light and air over another Residential Unit, or any other property whatsoever consistent with the Architectural Guidelines and/or other Association Rules.

VIBRATIONS

No Owner shall install or use in its Residential Unit any fixtures or equipment which will cause unreasonable vibrations, noise or annoyance to the Owners of the other Residential Units.

WINDOW COVERINGS

Temporary window coverings ("Temporary Window Coverings") in a design and color that does not conflict with the surrounding Improvements (but excluding aluminum foil, newspapers, or any other contrasting material) shall be permitted for a maximum period of sixty (60) days from the date that a Residence is conveyed to an Owner by Declarant. Except as specifically provided above, no Temporary Window Coverings shall be used to cover any door or window of any Residence. All window coverings (including Temporary Window Coverings) shall be of a neutral color harmonious with and not conflict with the color scheme of the exterior wall surface of the Residence.