

RENTAL RESTRICTIONS DISCLOSURE

In 2011, the California Senate passed SB 150 which amends Civil Code §4740. Rent Restrictions.

(a) An owner of a separate interest in a common interest development shall not be subject to a provision in a governing document or an amendment to a governing document that prohibits the rental or leasing of any of the separate interests in that common interest development to a renter, lessee, or tenant unless that governing document, or amendment thereto, was effective prior to the date the owner acquired title to his or her separate interest.

(b) Notwithstanding the provisions of this section, an owner of a separate interest in a common interest development may expressly consent to be subject to a governing document or an amendment to a governing document that prohibits the rental or leasing of any of the separate interests in the common interest development to a renter, lessee, or tenant.

(c) For purposes of this section, the right to rent or lease the separate interest of an owner shall not be deemed to have terminated if the transfer by the owner of all or part of the separate interest meets at least one of the following conditions:

- (1) Pursuant to Section 62 or 480.3 of the Revenue and Taxation Code, the transfer is exempt, for purposes of reassessment by the county tax assessor.
- (2) Pursuant to subdivision (b) of, solely with respect to probate transfers, or subdivision (e), (f), or (g) of, Section 1102.2, the transfer is exempt from the requirements to prepare and deliver a Real Estate Transfer Disclosure Statement, as set forth in Section 1102.6.

(d) Prior to renting or leasing his or her separate interest as provided by this section, an owner shall provide the association verification of the date the owner acquired title to the separate interest and the name and contact information of the prospective tenant or the prospective tenant's representative.

(e) Nothing in this section shall be deemed to revise, alter, or otherwise affect the voting process by which a common interest development adopts or amends its governing documents.

(f) This section shall apply only to a provision in a governing document or a provision in an amendment to a governing document that becomes effective on or after January 1, 2012.

BEECH TOWER
COMMUNITY ASSOCIATION

RULES

&

REGULATIONS

Revised 9/24/08

**BEECH TOWER RULES AND REGULATIONS
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INTRODUCTION

In addition to the Declaration of C, C, and R's and the By-Laws of Beech Tower Community Association, the Board of Directors has created this manual of Rules and Regulations to describe the building services and management, and the code of conduct required to maintain the standard of living here at Beech Tower. If you have questions not answered in this manual, consult our management company or a member of the Board of Directors.

Beech Towers is governed by an elected Board of Directors assisted by a professional management corporation. Notices of time and place of monthly Board meetings and the annual residents meeting must be posted on the Bulletin Board a minimum of four days prior to the meeting. All residents are urged to attend. If you wish to have something discussed at a Board meeting, contact a Board member or the Management Company prior to the meeting to have your item added to the agenda.

All items to be discussed by the elected Board of Directors must be on the posted Board meeting agenda. This is required by California Senate bill 528 effective January 1, 2008. The only exception is an emergency item.

The following items may be discussed in a closed Executive Session. 1. Litigation 2. Formation of contracts. 3. Personnel matters 4. Meetings with members regarding payment of assessments or discipline.

The Rules and Regulations included herein may be changed, deleted, or added to at any time by the Board with due notice. Any waivers or exceptions granted by the Board may be revoked at any time for good cause.

SECTION 1: DEFINITIONS

Whenever the word "Board" is used in this manual, the word shall mean the "Board of Directors". Any reference to "Board" shall be inclusive of the Board's delegation to an employee or member of the management company.

Whenever the word "Management" is used, the word shall mean the Professional Management Company employed by the Beech Tower Community Association.

Whenever the word "Association" is used, the word shall mean the "Beech Tower Community Association".

Whenever the word "Owner" is used, it shall mean the person or entity which holds title to the Unit in Beech Tower.

Whenever the work "Tenant" is used, it shall mean the person(s) who reside in a Unit in Beech Tower, but are not an owner.

Whenever the word "Resident" is used, it shall mean any occupant of a Unit in Beech Tower, it includes an Owner and/or Tenant.

Whenever the work "Architectural Committee" is used, it shall mean the committee appointed by the Board of Directors to insure architectural control.

SECTION 2: RESIDENTS INFORMATION

Each unit is the private domain of the Owner/Resident. Therefore, the Association does not have the right to enter a unit without the Resident's authorization, except as set forth below,

In the event of an emergency such as a fire or flood, the Association may, but is not obligated to, force entry into the unit to protect life or property. Therefore, it is recommended that each Resident list with the association any person who should be contacted in case of emergency.

The Association shall not be responsible for storing keys to the units. However, Residents are encouraged to leave keys with friends they can trust, for use in case of emergencies.

SECTION 3: USE OF PREMISES

Each unit is to be used as a private residential dwelling and for no other purpose. No time-shares are allowed,

No commercial or business activities shall be allowed in any unit or in the common area. This included but is not limited to professional, advertising, or promotional services of club activities whether or not for a fee, unless authorized in writing by the Board.

State and local ordinances must be observed, No explosives or inflammable material may be stored in any unit or common area (including storage lockers) by any Resident.

No owner or Resident shall do anything which could increase the Association's insurance rates or result in the cancellation of insurance to Beech Towers or any portion thereof.

No owner shall rent, nor permit, continued use of any common area to any non-resident of Beech Tower. (An exception is an Owner/Resident renting the Guest Suite)

SECTION 4: COMMON AREAS

Common Areas are defined as any place within the deeded property of Beech Towers which is not within an individual unit. The term therefore includes but is not limited to lobbies, Guest Suite, hallways, elevators, stairwells, garages, landscaped areas, pool and spa, storage areas, balconies, roof and exteriors of unit doors, All of these areas are subject to the Association's rules regarding common areas.

In general, common areas are to be used by Residents only for their intended purposes, No private property may be store in a common area except with the Association's written consent or where such area is specifically designated for such storage, No common area may be partially or totally blocked for any substantial period except for some obvious and temporary situation, such as move-ins and move-outs, etc"

Residents shall not enter onto any areas of mechanical equipment (such as boilers, chillers, etc.) nor into any maintenance areas (such as the elevator penthouse, electrical closets, meter rooms, alarm room, etc., unless accompanied by maintenance personnel or a member of the Board.

The roof is a hazardous area because of the plumbing and mechanical piping. Therefore, it is not to be used by the Residents except as authorized in writing by the Association.

The use of skateboards, bicycles, skates, and other mechanical means of transportation (except those necessary for emergencies or the passage of handicapped persons) is not allowed in the common areas except when taking them from or returning them to storage.

No food or beverages may be prepared, served or consumed in the halls, lobbies, or any common area unless specifically allowed in these rules or authorized in writing by the Association.

No smoking is allowed in any common area. The only exception to this is private use patios and balconies.

SECTION 4A: BALCONIES AND PATIOS

Only patio style furniture is permitted on balconies and patios. This is limited to chairs, tables, and chaises.

Art objects and potted plants are permitted on balconies and patios. No potted plant or art object is permitted which is deemed to create a hazard. Residents watering plants on balconies are expected to exercise reasonable care to prevent the dripping or run-off of water and fertilizers to units below them.

One free-standing storage unit that fits within the balcony alcove is allowed. It cannot have adornment and must be painted the same color as the balcony walls. It cannot block the balcony vent. The paint color specification is available from the Management company.

Items NOT allowed on balconies and patios are barbecues, bicycles, sports equipment, coolers, ice chest, litter boxes, pet carriers, and storage boxes.

Clothes, rugs, wetsuits or any other similar material may not be hung on balconies or railings.

Satellite dishes are permitted. The Dish must comply with provisions of the California Civil Code as stated in the Association C, C, & R's.

No object or fixture may be affixed or attached to the exterior surfaces of the building or the balconies, floors, or rails. This includes but is not limited to trellises or other plant training devices, fencing, barriers, enclosures, hanging art or decorative objects, hanging screens, shades of blinds, lights or lighting fixtures, and signs. The ONLY exceptions are; 1. Plastic windscreens of colorless transparent plastic with a minimum thickness of 1/8 inch. 2. Screening to insure pet safety. 3. Permanent sun shades consistent with previously installed sun shades. 4. Permanent built in storage placed in the balcony alcove. The door must be a standard framed door. The Alcove must be vented. The enclosure must be painted to match balcony wall. All of the exception must be approved by the Architectural Committee in writing prior to installation. An application may be obtained from the Management Company.

SECTION 4B: BULLETIN BOARDS

The Bulletin Board located in the lobby near the outgoing mailbox is for the use of the Association and Residents only. The Board may disallow anything posted that it deems inappropriate. Any object offered for sale on the Bulletin Board must be located on the premises at Beech Tower.

SECTION 4C: ELEVATORS

Elevators are the lifeline of our building and should not be stopped or held up for an unreasonable time by any user. Rules regarding the reserving of elevators during move-ins and move-outs are covered in Section 10.

No elevator may be delayed or taken out of general use without the consent of Management or the Board.

If an elevator fails to function while you are a passenger, use the telephone in the elevator to contact the emergency service. During power outages, the auxiliary generator provides power to one elevator only.

In case of fire, DO NOT use the elevators, use the stairways located at both ends of the hallways.

SECTION 4D: GARAGES

The three levels of parking are for the use of Residents. There are no designated guest spaces. Each parking space is assigned to a specific unit, for the use of the Owner/Resident and transfers with the unit upon sale by the Owner.

The gates are operated electronically and, therefore, subject to irrational acts. Caution must be exercised. Although they are programmed to remain open so long as a vehicle is below, obey the posted signs. DO NOT stop your car, or stand in the open doorway because the gate may react to a transient command and lower without a warning.

Parking stalls may be used for vehicles only. Bicycles may be stored in the area in front of the vehicle.

All vehicles in parking stalls must be currently registered, operable, and moveable under their own power except for temporary vehicle failure. Improperly parked vehicles are subject to removal at the owner's expense.

Vehicle owners are urged to place drip pans under their vehicles, to contain leaks of water, oil, and etc.. Oil and grease deposits are a fire hazard and if not cleaned up by vehicle owner, may be cleaned up by the Association at the owner's expense.

No overhaul, repair or maintenance work, including fluid changes, may be done on vehicles in the garage, except for authorized emergency work.

Car washing is NOT permitted in garages.

Storage units must not contain any hazardous materials. Items may be stored on top of storage units.

If not used by an owner, an individual parking space may only be rented to another resident of Beech Tower.

SECTION 4E: HALLS AND LOBBIES

In accordance with local Fire Ordinances, obstruction of any hallway, entrance, exit, and common area is prohibited. No personal property including but not limited to furniture or wall decoration may be placed in a common area without Association approval, and any such item left without approval will be considered as donated to the Association and may be removed without prior notice.

Exterior alterations to hallways or unit hallway doors may be made only with written Association approval.

SECTION 4F: STAIRWELLS

Stairwells are emergency fire exits. As such they must be kept clear of all obstructions at all times to comply with local Fire Ordinances and for the safety of all Residents. Any item left in the stairwells will be removed without prior notice.

SECTION 4G: STORAGE ROOMS

Storage rooms are for Owner/occupants ONLY are located on the 2nd through 8th floors. An owner is only allowed to use the portion of the storage unit designated for his unit. All boxed storage should be labeled as to identity. No hazardous materials can be in the storage areas. Any unlabeled items may be disposed of by the Management Company. Access to the phone, cable and electrical panels must NEVER be blocked.

SECTION 4H: GUEST SUITE

The Guest Suite is a community rental accommodation and is only available to owners of Beech Tower Community Association. The suite is available on a first come first service basis. The cost to rent the guest suite is \$75.00 per night.

Advanced reservations are essential. If the reservation is booked 30 days prior to arrival, the deposit should be received within 7 days. The deposit is equivalent to 100% of the entire stay. You must cancel 21 days in advance or the deposit will be forfeited.

In addition, there is a \$20 cleaning fee due at the time the reservation is made.

The reservation is not confirmed until the deposit is received. If cancelled less than 21 days prior to arrival the deposit will be forfeited.

If the reservation is made within a 7-day window and you cancel anytime after you book, 50% of the deposit will be forfeited.

As a reminder to all, as the Host of the Guest Suite you are responsible for supplying a building key/fob and or pool key to your guests. You will also need to supply sheets, blankets, towels and soap for your guests. Your Guests need to adhere to all Rules of the Association, as the Owner Host is financially responsible for their guests. The suite has a bathroom, sink, shower and one queen bed. The couches do not contain a hide-away bed. The suite does not have a kitchen, but does have a coffee maker and a small ice refrigerator. The suite has a bathroom, sink, shower and one queen bed. The couches do not contain a hide-away bed. NO SMOKING is allowed in the guest suite.

CHECK OUT TIME IS: 11:00 AM THE DAY OF DEPARTURE FOR CLEANING THE SUITE AND RESETTING THE CODE.

CHECK IN TIME IS: 3:00PM OF THE ARRIVAL DATE.

SECTION 4I: ROOF

The roof is off limits to all except authorized vendors and Board members. The mechanical equipment and piping installed there are vital to building service and safety, and can be a hazard. Anyone found tampering with this equipment will be subject to fines and prosecution.

SECTION 4J: UTILITY ROOMS

Utility rooms located on each floor and in the garage areas contain electrical, mechanical, telephone, cable TV, janitorial and other common services, and for reasons of safety and fire prevention are off-limits to all except person authorized in writing by the Association.

SECTION 4K: SWIMMING POOL AND SPA

Pool and spa rules are posted on signs in the pool area.

No lifeguard is on duty; you must use pool and spa at your own risk.

No one under 18 years old is allowed in pool and spa area without an adult. Infants and children present special problems in a pool. Safety and sanitation are prime considerations. Infants in diapers or those whose toilet training are not complete are not allowed in the pool.

Boisterous or rough play or the throwing of objects is not permitted in the pool and spa area.

Swimming attire must be worn in the pool and spa. Bathers must towel off before entering the building. Care must be taken to prevent dripping water in the lobby, garage, and elevator. Wet floor surfaces present a hazardous condition.

Bathers must shower before entering the pool and remove hair pins and suntan oil.

Only battery operated radios or TV's with headsets are allowed at the pool area.

No glassware of any kind is allowed in the pool and spa area.

SECTION 4L: GARBAGE AND TRASH

Beech Tower has trash chutes on each floor for non recyclable garbage. The chutes are located at the north end of each hallway. Items should be securely bagged prior to putting in the chute. No large items should be put in the chute. This includes pizza boxes, other boxes, or anything else that could possibly clog the chute. These chutes clog up easily. It is costly to the Association when this happens.

Recycle bins are located on P2 by the garage gate. Recyclable items do not need to be sorted. You can recycle newspaper, bulk mail, gift wrap, food boxes, plastic containers, plastic bags, glass bottles, metal and aluminum cans. Please rinse cans and other food containers to prevent unpleasant odors. All cardboard boxes should be broken down before being place in the recycle bins.

Construction materials are not to be disposed of on the property.

Do not dump food garbage in trash containers in the lobby or garages. (except for the dumpster in P1)

SECTION 4M: MISCELLANEOUS

No one is allowed on the roof, walls or fences without written Board approval

No one may borrow or remove any equipment or property belonging to the Association without written Board approval

The shopping carts in the elevator lobbies in the garage are there for the convenience of all residents. They are to be returned to the proper lobby immediately after use, Do not hold them unnecessarily on your floor or leave them in the elevators expecting someone else to return them for you.

SECTION 5: INDIVIDUAL UNITS

The interior of each owners unit is their responsibility. Each Resident is part of the Beech Tower Community and should treat their neighbors with courtesy and respect.

SECTION 5A: NOISE

Neighboring units should not be able to hear music, TV, instrument playing, or yelling from any residents unit.

Music or yelling is not allowed from balconies.

No fixing of cars or loitering in driveways.

SECTION 5B: PETS

No more than one dog, cat, or other common, domestic pet shall be allowed per unit unless the Association grants special exception in writing.

All dogs and cats must be kept on a leash when not in the Resident's unit.

Owners are responsible for cleaning up after their pets.

Damage to Association property by a pet will be charged to the responsible Resident and Owner.

SECTION 5C: GARBAGE DISPOSALS AND WATER HOSES

The pipes from individual unit garbage disposals are common with many other units. Misuse of a disposal in one unit may cause a flood in your unit or another unit. Please keep garbage disposal use to a minimum. After each use, flush with a large quantity of water. Do not put left over food, fruit rinds, plant waste, potato peels, coffee grounds, egg shell etc. down your garbage disposer. Use garbage disposal only for chores such as rinsing plates and dishes. Floods caused by garbage disposers are preventable. Please help control this costly problem.

It is advisable to turn off the water valves of washing machines if your unit is left unattended for any substantial period of time. Washer hoses should be replaced every few years.

SECTION 5D: FLOORING

Any modification of flooring of a unit must include an appropriate and sturdy sub floor surface and must include an approved sound barrier that meets the standards of local and state-wide building codes.

Floor modification must have the written approval of the Architectural Committee. An application may be obtained from the Property Manager.

SECTION 5E: WINDOW TREATMENT

Unit windows viewable from the outside of the complex must have standard window treatment. No aluminum foil or cardboard is allowed. The color facing the outside of the building must be white, off white or light beige. No signs, with the exception of an approved Realtor or Owner "For Sale or Rent" sign should be visible in any window.

SECTION 5F: RENOVATIONS AND REPAIRS

Renovations, remodeling, repairs or service work by Residents shall be subject to the following rules.

Extensive material deliveries to the building are subject to the same regulations as move-in and outs.

Residents must notify the Property Manager of their intent to employ contractors, servicemen or vendors who will be carrying material or equipment into the building, and advise all in their employ of the regulations covering their entry and use of public areas.

Work shall be restricted to the hours of 8am to 5pm, Monday through Saturday, except for emergencies. No work shall be permitted on Sundays or holidays.

The resident is responsible for cleaning up all dirt and material left by the contractor or serviceman in public areas, elevators, lobbies, garage, etc. If the Association must perform the cleanup, all costs will be charged to the Resident.

The resident must advise their contractors, repairmen, etc. that they shall not interfere with the right of passage of other residents of Beech Tower, and not to park their vehicles in unauthorized areas.

SECTION 6: RULES ENFORCEMENT PROCEDURE

The following procedure will apply to all violations and infractions of the governing document and rules and regulations. Owners may report violations to the Management Company or Board of Directors by submitting a written notice describing the violation. The Board of Directors, Management Company, or committee appointed by the Board may also note any violation discovered during walk-through or by personal knowledge of any of its members or representatives.

At the time a violation is noted or reported, action will be taken as follows:

1. A first notice to correct the violation will be sent by the Management Company. The notice will contain a description of the violation, and instructions regarding response to the notice and correction of the violation. The owner will be notified that a fine may be imposed if the violation is not corrected.
2. If the violation continues, or if the response is otherwise unsatisfactory after the first notice, the owner will receive a notice of a monetary penalty and be afforded an opportunity to appear before the Board or an appointed committee either by appearing personally or submitting written testimony. The hearing date shall be at least ten (10) days before the effective date of the monetary penalty. The notice shall be delivered to the owner shown on the Association's records at least fifteen (15) days prior to the meeting by personal delivery or first class mail. The Board or committee shall give fair consideration to the owner's oral or written testimony in determining whether to impose a penalty.
3. If the Board decides to impose discipline or monetary penalty against a member, the Board will provide notification of the action within ten (10) days following the hearing.
4. If the violation continues, even after the imposition of disciplinary action or a monetary penalty, the Board or its appointed committee may impose additional or continuing fines until such time as the matter is satisfactorily resolved.
5. If the violation continues, the Board may refer the matter to the Association's legal counsel. If a lawsuit is filed, the homeowner may be liable for the Association's legal fees and costs.

SECTION 7: EMERGENCIES

In an emergency, contact the Property Manager. **For medical, fire or police, call 911.**

During power outages, our auxiliary generator provides power for minimum hall and stairwell emergency lighting. The garage gates will open automatically and stay open, and all hall and lobby doors will close.

In case of elevator malfunction, use the telephone in the elevator car to automatically contact the emergency elevator service company.

SECTION 8: INSURANCE

Residents and Owners are strongly urged to buy personal insurance for their own protection, both property and liability. The Association is not responsible for damages or losses in individual units unless such damages or losses can be clearly shown to be the responsibility of the Association.

SECTION 9: FIRE SAFETY

The electrical fire alarm system is connected directly to the fire department. It is tested monthly and an evacuation test is held semi-annually. Owners are notified in advance as such tests.

All stair wells must be clear of any objects and fire exit signs and lights undisturbed.

In case of fire, DO NOT try to use the elevators, walk down the stairs. DO NOT go to the roof unless it is the only exit or the fire department instructs you to do so. DO NOT go out into the hall if the inside of your door is hot. Keep the doors and windows of your unit closed.

Your unit should include a smoke alarm. If it does not, notify the management company immediately. Protect it against damaged and never paint it.

To report a fire call 911.

SECTION 10: MOVE IN/OUR POLICY

MOVE-IN/OUT POLICY

1. The elevator may be reserved, for intermittent use for moving in or out of the unit through the management company

The unit owner must contact the management company **at least two (2) weeks in advance** of the move to ensure a hall monitor assigned.

There are three payments involved with the move in/out process:

- i. The first is a nonrefundable charge of \$100.00 per move with covers wear and tear on the elevator and elevator access door and garage gate as well as reprogramming the call box to include the name and telephone number of the new resident.
 - ii. The second payment on a refundable deposit of \$200.00 per move. The first two payments should be separate checks. These payments should be mailed and or delivered with the moving paperwork to PHOAC, 8181 Mission Gorge Rd. Ste E, San Diego, Ca 92120.
 - iii. **The third is a \$50 cash payment due at the time of the move; to be paid to the monitor.**
2. When an owner is in escrow, the above fees will be handled through escrow and will be automatically debited and collected during the closing. Refundable deposits will be returned after the moves.
 3. Moves must take place between the hours of 8:00 a.m. and 5:00 p.m. during a one-day period and may be conducted Monday through Sunday.
 4. Access to the units is available through the P2 garage level, using the West elevator, which is larger or the two. Moving through the lobby is prohibited.
 5. Since the elevators have the dual purpose of moving people and goods, it is imperative that discretion be exercised to avoid the undue tie-up of the elevator. Loads must be accumulated in a manner as to intermittently release the elevator for passenger use. Hallways must maintain sufficient space for residents to pass safely.
 6. Ceiling panels in the elevator are not to be removed without the permission of PHOAC, property manager or member of the Board. Panels must be replaced upon completion of the move.
 7. Appropriate precautions must be taken when moving anything in and out of the elevator or hallways to avoid damage, dirt or unnecessary noise. Dollies will not be permitted if they have unstable wheels, which are likely to cause damage. Owners shall be responsible for the general clean-up halls, elevator and the access elevator door after each move.

8. Hall Monitors will inspect the common areas before and after moved. Once a move in complete, the Hall Monitor will inspect the elevator, hallways, ect. to ensure all common areas have been cleaned and no damages occurred. At that time the Hall
9. Monitor will complete and sign the Elevator and Hall Monitor application and return it to the management company for the return of the refundable deposit. Any damage will be deducted from the deposit. The Management Company will pay Hall monitors when the complete inspection application form is received.
10. Charges: In addition to the Move-in/out fees, the Board of Directors reserved the right to charge the owner for all damages noted in the post-move inspection report that go above the \$200 deposit amount. These charges will be posted on the owner's account if it is determines that a move occurred without the property coordination as specified in this policy. Finally, the Association will charge an owner's account to recover returned check charges or other bank processing fees resulting from non-sufficient funds (NSF) checks.
11. A fine of \$200.00 will be assessed against owners for failure to comply with the above procedures. Owners will be assessed this fine even if the violator was their tenants.

SECTION 10A: WELCOME TO BEECH TOWER HANDOUT

PLEASE HELP US KEEP THINGS RUNNING SMOOTHLY

RECYCLE

The recycle bin is located on P2 by the garage gate. Recyclable items do not need to be sorted. You can recycle newspaper, bulk mail, gift wrap, food boxes, plastic containers, glass bottles, and metal, steel, and aluminum cans. PLEASE rinse food containers to prevent unpleasant odors.

GARBAGE CHUTES

Only small containers of garbage may be put down garbage chutes located at the north end of each hall. It is very costly to unplug the chutes when over-size items have caused them to be plugged up. PLEASE DON'T put pizza boxes or other large items in the garbage chutes.

BALCONIES

Only patio furniture and plants are allowed on balconies. Nothing can be attached to the balcony rails. Dead plants, signs, ice chests, bicycles, sports equipment, storage bins and barbeques are NOT allowed.

GARBAGE DISPOSALS

Kitchen garbage disposals cause a lot of trouble in condo communities. A good rule is, "don't put your hand or foot in the garbage disposer". Plates and dishes can be rinsed in the sink. Please don't put left over food, fruits, potato peels, coffee grounds, plants waste ect. in your disposer. Clogs in plumbing, caused by garbage disposers, have caused thousands of dollars of damage. The property owner will be held liable if it is determines that their use of the disposer has caused the damage. Floods caused by the garbage disposer are preventable. PLEASE help us control this problem.

SWIMMING POOL

Swimming pool hours are 8 a.m. to 10 p.m. No glass bottles or containers are allowed in the pool area. No one under 18 without an adult is allowed in the pool. No loud music.

SECURE ENTRY

Please do not allow people you do not know to enter the building. If someone attempts to follow you in, please explain that they must call the person they are visiting to gain entry. If we are all careful, thefts can be prevented. If you are entering or exiting the garage, look behind you to make sure no one is attempting to gain entrance.

NAME ON DIRECTORY

Contact PHOAC at 619-229-0044 to get your name on the directory. Our property manager is Pamela Dow.

EMERGENCIES

Call PHOAC a 619-229-0044. If after business hours, the EMERGENCY number is 619-229-0044.

If you need extra parking for a car or if you need occasional parking for a guest, Cortez Hill Parking Permits are available from the City of San Diego, 1255 Fifth Ave., San Diego, Ca 92101. The permit allows you to park in two hour designated parking places or an unlimited time. The cost is \$14.00 per year. You must provide proof residency. A utility receipt or rental contract will provide that proof. These permits are for one year.

SECTION 11: SECURITY

New owners must obtain their entry fobs, pool key, and garage door openers through escrow or the Management Company. Renters must receive their fobs, pool key and garage door opener from their landlord or the landlord's property manager.

Beech Tower Property Manager will charge for replacement or extra fobs, pool keys, and garage door openers.

Residents should not admit any person they do not know personally into the building or garage. Instruct such person to use the telephone system for admission.

Close any unattended lobby or garage door. Please report any non-functioning garage or entry door immediately to the Property Manager.

Exercise caution in the garage. Lock your car doors and do not leave any items visible (including garage door opener) inside the car that could arouse curiosity.

If a fob, pool key or garage door opener is lost or stolen, report it to the Property Manager immediately.

SECTION 12: RENTALS AND SALES

Unit owner must promptly inform the Association of rental agreements or recorded unit sales. For security purposes, no move-in or out shall be allowed unless the Association is made aware of the change in residency.

Owners shall not lease or cause to be leased any unites) for a period less than 12 consecutive months unless there are extenuating circumstances and it is approved by the board.

A copy of the lease agreement must be given to the Property Manager.

Owners must advise real estate agents to respect the Association rules regarding placement of signs. (For sale or rent sign in window only) Lock boxes are to be put on the north end of the building where they are out of sight.

Owners of rented units will be held liable for obtaining the moving deposits described in SECTION 10. They will also be responsible for any damages done by tenants that exceed the damage deposit

Owners are responsible for informing tenants of any applicable "Rules and Regulations".

BEECH TOWER COMMUNITY ASSOCIATION

IMPORTANT NOTICE

To: Beech Tower Community Association - Homeowners
Re: Proposed Fee Increases - Adopted
From: Beech Tower Community Association - Board of Directors

Dear Members;

The following price increases for move-in/move-outs, parking space rentals and rental of the guest suite were presented to the Membership on November 19, 2015 for a minimum thirty (30) day review and comment period, pursuant to California Civil Code §4360:

Move-In Fee	\$150.00
Move-Out Fee	\$150.00
Extra Parking Fee	\$120.00/month
Guest Suite Rental Fee	\$60.00/night

During the regularly scheduled meeting of the Board of Directors held on January 21, 2016, a motion was made, seconded and carried to adopt the amended price increases as presented.

These price increases are effective immediately.

Sincerely,

Beech Tower Community Association
Board of Directors



360 Community Management

10769 Woodside Ave., Suite 210

Santee, Ca 92071

Office: (619) 270-7360 Web: www.360hoa.com



BEECH TOWER COMMUNITY ASSOCIATION IMPORTANT NOTICE

August 27, 2018

To: Beech Tower Community Association – Homeowners

Re: Rules Revision Adoption – Smoking Rules

From: Beech Tower Community Association – Board of Directors

Dear Members;

The following smoking rules amendment was presented to the membership for a minimum thirty (30) day review and comment period pursuant to California Civil Code. During the regularly scheduled meeting of the Board of Directors held on August 21, 2018, a motion was made, seconded and carried to adopt the amended smoking rules as presented. The below rules will be added to the community Rules & Regulations, and are ***effective immediately***.

SECTION 4: COMMON AREAS

No smoking is allowed in any common area.

SECTION 4A: BALCONIES AND PATIOS

Smoking on the exclusive use common area patios and balconies is strictly prohibited.

Homeowners are responsible for notifying their tenants of all rule changes.

Sincerely,

Beech Tower Community Association
Board of Directors

BEECH TOWER COMMUNITY ASSOCIATION

ELECTION OPERATING RULES

Adopted December 18, 2019

APPLICABILITY OF ELECTION OPERATING RULES

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

ACCESS TO ASSOCIATION COMMUNICATIONS

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

CANDIDATE QUALIFICATIONS

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

NOMINATIONS

6. At least thirty (30) days prior to the deadline for submission of candidacy nominations, the Association shall provide Members with notice (via general delivery) of the procedures and deadline for submitting a candidacy nomination.
7. Procedures for nomination of candidates to the Board shall allow for a Member to nominate himself or herself and shall be consistent with the Governing Documents.

VOTING

8. At least thirty (30) days prior to the mailing of ballots, the Association shall prepare:
 - a. A candidate registration list showing the names of all candidates that will appear on the ballot; and
 - b. A voter list which includes the name, voting power, mailing address, and separate interest address or parcel number for each Member.
9. Members have the right to inspect and verify the accuracy of their individual information on both lists identified in Section 8. Errors reported to the Inspector(s) of Elections shall be corrected within two (2) business days.
10. The Board may, but is not required to, set the date the ballots are mailed or otherwise delivered as the “voting cut-off date” to establish membership status for voting.
11. Every Member of record shall have the right to vote, unless the Board adopts the voting cut-off date and an individual was not a Member of Record as of that date.
12. The voting power of each Member shall be as described in the Association’s Bylaws and/or Declaration.

INSPECTOR(S) OF ELECTIONS

13. Inspector(s) of Elections (i.e. independent third parties) shall be appointed by the Board. The number of Inspector(s) of Elections shall be one (1) or three (3). If there are three (3) Inspectors of Elections, the decision or act of a majority shall be the decision or act of all.
14. The following persons may not serve as Inspector(s) of Elections: Board Members, candidates, persons who are related to Board Members, persons who are related to candidates, or any party who is currently employed or under contract with the Association for compensable services.
15. The following persons are independent third parties and may serve as Inspector(s) of Elections: Any third-party person or company hired by the Association solely for this specific purpose. Association Members may serve as Inspector(s) of Elections if they are not a Director, a candidate, or a person related to any Director or candidate.

16. Independent third parties may be compensated for performing Inspector(s) of Elections services. Association Members, however, are not entitled to compensation for serving as Inspector(s) of Elections.
17. Inspector(s) of Elections may appoint and oversee additional independent third parties to verify signatures and to count and tabulate votes.
18. The Inspector(s) of Elections are charged with performing the following duties:
 - a. Determine the number of memberships entitled to vote and the voting power of each.
 - b. Receive ballots or determine a location where ballots are to be delivered.
 - c. Verify the Member's information and signature on the outer envelope. For mailed ballots, the Inspector(s) may verify the Member's information and signature on the outer envelope prior to the election;
 - d. Hear and determine challenges and questions in any way arising out of balloting or the election.
 - e. Count and tabulate all votes.
 - f. Determine when the polls shall close, consistent with the Association's Governing Documents.
 - g. Determine the tabulated results of the election.
 - h. Report the tabulated results of the election or balloting promptly to the Board of Directors to ensure that the Board can publicize the results to the homeowners within 15 days of the election.
 - i. Retain the ballots at a location designated by the Inspector(s) of Elections pursuant to *Civil Code* Section 5125.
 - j. Perform any acts as may be proper to conduct the election with fairness to all Members in accordance with *Civil Code* Sections 5100 - 5145, the *Corporations Code*, and these Election Operating Rules to the extent not in conflict with *Civil Code* Sections 5100 - 5145.

ELECTION PROCEDURES

19. After the deadline for submission of candidacy nominations, and at least thirty (30) days prior to the mailing of ballots, the Association shall prepare the candidacy registration list and voter list, pursuant to Section 8 above.
20. At least thirty (30) days prior to the mailing of ballots, the Association shall provide Members notice of the following (via general delivery):
 - a. The date, time, and physical location for the return of ballots;
 - b. The date, time, and location of meeting; and
 - c. The names of all candidates that will appear on the ballot.

21. At least thirty (30) days prior to the deadline for voting, the Inspector(s) of Elections or Association shall mail or otherwise deliver ballots to the Members. Within this same timeframe, a copy of these Election Operating Rules shall be provided to the Members either:
 - a. By mail with the ballots; or
 - b. By posting to a website and including the corresponding website address on the ballot together with the phrase in at least 12-point font: "The rules governing this election may be found here: ..."
22. The voting period for elections shall commence when the notice of the meeting and/or ballots have been mailed/ delivered to all Members and shall terminate as stated in the notice and/or ballot or as determined by the Inspector(s) of Elections, consistent with the Governing Documents.
23. The form and content of election materials, i.e., secret written ballot, envelopes, etc., shall conform to the requirements of the *Civil Code*.
24. No Member shall be denied a ballot, unless the Board adopts the voting cut-off date and an individual was not a Member of Record as of that date.
 - a. No person who holds a valid general power of attorney for a Member shall be denied a ballot, if requested.
 - b. A ballot cast by a person who holds a valid general power of attorney for a Member shall be counted if received timely by the Inspector(s) of Elections.
25. Once a ballot has been received by the Inspector(s) of Elections, it shall be irrevocable.
26. Votes shall be counted and tabulated by the Inspector(s) of Elections or their designee(s) in an open area at a properly noticed open meeting of the Board or Members. Any candidate or other Member may witness the counting and tabulation of the votes. To ensure anonymity of the voting, Members must stand at least five (5) feet away from the Inspector(s) of Elections or their designee(s) during the tabulation process. Members are prohibited from speaking to the Inspector(s) of Elections or their designee(s) during the tabulation process or interrupting the tabulation process in any way.
27. Notice of the tabulated results of the election shall be provided to the Members (by general delivery) within fifteen (15) days of the election.

28. Ballots, signed voter envelopes, the voter list, and the candidate registration list shall be retained in the custody of the Inspector(s) of Elections or at a location designated by the Inspector(s) of Elections as set forth in *Civil Code* Section 5125, at which time the ballots shall be transferred to the Association.
29. If there is a recount or other challenge to the election process, the Inspector(s) of Elections shall, upon written request, make the ballots available for inspection and review by an Association Member or his or her authorized representative, at a location and time as determined by the Inspector(s) of Elections. The recount shall be conducted in a manner that preserves the confidentiality of the vote. The candidate or Member requesting the recount shall be responsible for any and all costs related to the recount, including compensation to the Inspector(s) of Elections, if applicable.



360 Community Management

10769 Woodside Avenue, Suite 210

Santee, CA 92071

Office: (619) 270-7360 Web: www.360hoa.com



February 11, 2021

BEECH TOWER COMMUNITY ASSOCIATION
Move-In/Move-Out Policy Update



The Beech Tower Move-In/Move-Out Policy has changed. Effective immediately, all moves will be handled by a third-party move coordinator, and the existing \$150.00/move fee and \$25.00/hour monitoring fee will both be eliminated. Below is the new Move-In/Move-Out Policy:

- 1) The **unit owner** must contact the management company to schedule all moves at info@360hoa.com. Requests from tenants will not be accepted. Please provide the name, phone number, e-mail address, and requested move date & timeframe of the person who will be moving. This information will be provided to the move coordinator, who will contact the resident directly to coordinate the move.
- 2) Moves must be scheduled at least forty-eight (48) hours in advance. Any moves scheduled with less than a forty-eight (48) hour notice will incur an additional \$100.00 fee (if the coordinator can accommodate the move).
- 3) The move fee shall be \$200.00 for a four (4) hour move window, and \$60.00 per each additional hour. Fees are paid directly to the move coordinator prior to the move. *These fees are subject to change.* Credit/debit cards are the only accepted forms of payment.
- 4) Moves shall continue to be done through the P2 garage only. Moves through the front door are **strictly prohibited**.
- 5) The move coordinator shall provide pre/post move walkthrough inspections including a written report with photos & videos, review the Association move protocol with the movers and monitor the door while the move is in progress.
- 6) The owner agrees to be responsible for any damage, claims, losses, expenses, or any costs whatsoever including, but not limited to, those resulting from bodily injury, death and/or damage to property of third parties, the Owner, the tenant, the Association and its owners, directors, officers, employees, and agents, arising from the use of the elevator or any portion of the Common Area.
- 7) An immediate fine of **\$500.00** shall be imposed on the unit owner for any unscheduled and/or improper moves.

If you have any questions, please contact management at (619) 270-7360.

Sincerely,
Beech Tower Community Association
Board of Directors



360 Community Management
10769 Woodside Ave., Suite 210
Santee, Ca 92071
Office: (619) 270-7360 **Web:** www.360hoa.com



BEECH TOWER COMMUNITY ASSOCIATION

January 25, 2022

IMPORTANT NOTICE

To: Beech Tower Community Association – Members
Re: Rules Revision – Flooring
From: Beech Tower Community Association – Board of Directors

Dear Members,

To reduce the overall noise transmission between units, the following rule amendment is being presented to the membership for a twenty-eight (28) day review and comment period, pursuant to California Civil Code.

This rule amendment will replace the entirety of Section 5D. Flooring of the existing Rules & Regulations.

Please take a moment to review the proposed rule amendment. If you have any questions or concerns, ***please submit them in writing*** to the Board of Directors, care of 360 Community Management, no later than February 22, 2022.

Unless you are notified otherwise, the proposed new rules shall be adopted and take effect March 15, 2022, following the twenty-eight (28) day review period.

Homeowners are responsible for notifying their tenants of all rule changes.

Sincerely,

Beech Tower Community Association
Board of Directors



EXISTING RULES TO BE ELIMINATED

SECTION 5D: FLOORING

Any modification of flooring of a unit must include an appropriate and sturdy subfloor surface and must include an approved sound barrier that meets the standards of local and state-wide building codes.

Floor modification must have the written approval of the Architectural Committee. An application may be obtained from the Property Manager.

NEW RULES TO BE INSTATED

SECTION 5D: FLOORING

Flooring modifications require the written approval of the Architectural Committee. An application may be obtained from the management company.

Hard flooring underlayment with a minimum IIC rating of 62 and minimum STC rating of 62 is required to be installed.

Owner must provide documentation with the architectural application that the downstairs unit owner has been notified of the modification.

**BEECH TOWER COMMUNITY ASSOCIATION
ELECTRIC VEHICLE CHARGING STATION
INSTALLATION POLICY**

Beech Tower Community Association (“Association”) is responsible for managing and operating the Common Areas of the community. California Civil Code section 4745, *et seq.*, provides that if an electrical vehicle charging station is to be placed in Common Area or Restricted Common Area, certain conditions must be met. This Electric Vehicle Charging Station Installation Policy (“Policy”) sets forth the guidelines and requirements that have been adopted by the Association's Board of Directors (“Board”) for this purpose pursuant to Civil Code Section 4745, *et seq.*

Policy/Guidelines

As used herein, the term “Station” means an electric vehicle charging station that is designed in compliance with the California Building Standards Code and delivers electricity from a source outside an electric vehicle into one or more electric vehicles, and includes all related components and improvements, including but not limited to the associated electricity meter (or sub-meter if applicable).

The Association supports energy-conserving measures and seeks to provide Association Members (hereinafter called “Owner” or “Owners”) with guidelines to allow Owners an equal opportunity to install Stations for use with their electric vehicles.

Pursuant to Article V and Article XI, Section 11.18 of the Association’s Second Restated Declaration of Covenants, Conditions and Restrictions (“Declaration”), Owners are required to obtain written approval from the Architectural Committee (“Committee”) and the Board prior to making changes to or installing any improvement in the Common Area. Accordingly, an Owner who wishes to install a Station must first apply for and receive approval from the Committee and the Board.

Applications and subsequent use of Stations must conform with the guidelines below. The Association reserves the right to place further conditions and/or restrictions upon any Station as a condition of approval on a case-by-case basis.

A. Electric Vehicle Charging Station

A Station shall meet applicable health and safety standards and requirements imposed by state and local authorities as well as applicable zoning, land use and other ordinances, and land use permits.

B. Locations

(1) Common Area:

Owners are not permitted to install a Station in any portion of the Common Area other than Restricted Common Area as provided herein and in the Declaration.

(2) Restricted Common Area:

Parking spaces within the garage are considered Restricted Common Area and reserved for the sole and exclusive use of the appurtenant Unit¹ under the Association's Declaration, Article 1, Section 1.27 and Article VI, Section 6.10. Since the installation of a Station in any parking space within the garage would be considered an addition to or change or alteration of Restricted Common Area, the Association's Declaration and Architectural Guidelines require that an Owner submit an Application for Architectural Improvements ("Application").

The electricity supplied to the garage is not individually metered and is charged to the Association's common meter. This meter is maintained by the Association and the Association is responsible for the paying the electric bill associated with its use. As a condition to installing a Station in an Owner's designated parking space in the Garage, an Owner must install their own sub-meter and employ a reliable billing solution to accurately track and charge the Owner for the electricity they consume.

Station components must be installed so as to not be visible from the Common Area and the installation must be made in such a manner as to limit visibility of the Station components to the extent reasonably possible. Components, if any, visible from the Common Area must be painted to match the portion of the garage or carport on which they are installed. Installation or maintenance of the Station components cannot compromise the integrity of the roof, foundation or watertight membrane of the garage or carport.

C. Application for Approval of an Electric Vehicle Charging Station

An Application shall be submitted to the Association for Board and Architectural Committee review and approval/denial in the same manner as an Application for an architectural modification as described in Article V the Association's Declaration. A complete Application shall be submitted consistent with the requirements of Civil Code Section 4745 and in the manner as described in the Declaration and Architectural Guidelines. The approval or denial of an Application shall be in writing. If an Application is not denied in writing within sixty (60) days from the date of receipt of the Application, the Application shall be deemed approved, unless the delay is the result of a reasonable request for additional information.

D. Electric Vehicle Charging Station Requirements

(1) The Owner must obtain prior approval from the Board and Architectural Committee to install a Station. As a condition of such approval, the Owner agrees to:

¹ The term "Unit," as used in this Policy, shall have the same meaning as set forth in Article I, Section 1.29 of the Association's Declaration.

- (A) Comply with all architectural standards for the installation of the Station.
- (B) Engage a licensed, insured and qualified contractor to install the Station and provide proof of license and insurance to the Association prior to performing any work.
- (C) Within fourteen (14) days of approval and prior to performing any work, provide the Association with a certificate of insurance that names the Association as an additional insured under the Owner's insurance policy, which covers the installation, maintenance and any damage associated with the Station.
- (D) Pay all costs of the installation, electric hook up and electricity usage associated with the Station.
- (E) Sign a License Maintenance and Indemnity Agreement ("LMIA") in a form approved by the Association, setting forth the Owner's obligations with respect to the Station. Such LMIA is to be recorded against the Owner's Unit.

(2) The Owner and each successive Owner of the Unit shall be responsible for all of the following:

- (A) Costs of damage to the Station, Restricted Common Area, Common Area, any Units, and/or any other portion of the Development² resulting from the installation, maintenance, repair, removal or replacement of the Station.
- (B) Costs for the maintenance, removal, repair and replacement of the Station until it has been completely removed from the Restricted Common Area and for the restoration of the Restricted Common Area after removal.
- (C) The cost of electricity and any installed meter or submeter associated with the Station.
- (D) Disclosing to prospective buyers the existence of any installed Station and the related responsibilities of the Owner.

(3) The Owner and each successive Owner, at all times, shall maintain an umbrella liability coverage policy covering the obligations of the Owner under paragraph (2), and shall name the Association as an additional insured under the policy with a right to notice prior to cancellation. Such insurance must be primary and noncontributory.

(4) In order to ensure that the applying Owner and each of his or her successors in interest are aware of the obligations and to permit utilization of the Restricted Common Area by Owner for the Station, upon approval, the Owner will be required to enter into a LMIA that will be recorded

² The term "Development," as used herein, shall have the same meaning as that term is defined in Article I, Section 1.16 of the Declaration.

against the Unit. The Owner will be responsible for all expenses incurred in preparing and recording the LMIA.

E. Approvals

(1) The Owner must complete an Application and provide the completed Application and plans to the Association as required by the Association's Governing Documents and California Law.

(2) The Owner's Application must include any and all approved permits from relevant City or County entities for the installation of the Station. If City approval and/or permits are not required, the Association requires written notification from the Owner (or the Owner's Contractor) stating that no such approval is required. The Owner must also submit the prior, written approval, and any and all approved permits, from their current electric utility company servicing their Unit, for the installation of the Station and any associated meter, where such approval is required. If utility company approval and/or permits are not required, the Association requires written notification from the Owner (or from Owner's Contractor) stating that no such approval is required.

(3) Association approval of the Station is primarily a review of aesthetic compatibility. The Owner is solely responsible for ensuring compliance with all applicable laws and governmental regulations, codes and ordinances and obtaining permits where applicable. Approval by the Association for the Station does not waive the necessity of obtaining City required permits or any other government approval. All approvals must be obtained prior to construction of any Station. The Owner is solely responsible for ensuring that the Station is maintained to the standards set by the Association and any City, County or other entity with jurisdiction. The Owner must promptly correct any deficiencies in the maintenance of the Station upon notification from the Association, City or any other government entity with jurisdiction over the Station. Failure of the Owner to promptly correct any such deficiencies will be deemed a violation of this Policy as set forth in Section G below.

F. Installation and Maintenance

(1) Installation:

(A) Prior to requesting approval of a Station, the Owner must ensure that the proposed Station will not increase the Association's cost to maintain the Common Area, including any Restricted Common Area to the extent the Association has any maintenance responsibility for such area. Notwithstanding, the Owner shall fully compensate/reimburse the Association for any cost to maintain, repair, or replace any portion of the Common Area which arises as a result of the Owner's installation of the Station. Further, the Owner must remit payment in full to the Association for any such costs within fifteen (15) days after presentation of invoices incurred by the Association for such costs. In the event of a failure to remit such payment, the Association may proceed with any and all legal action

to collect such monies due, as provided by the Declaration and law, and may recover attorney's fees and costs incurred by the Association for its enforcement of its rights.

(B) Installation and connection of any necessary wiring from any already installed meter servicing the Owner and Owner's Unit to the garage and Station shall only be performed by a licensed, insured and qualified electrician. The process varies from Unit to Unit depending upon the location of the Owner's parking space in the garage from or to the electrical closet. Owners should use the Association's current electrician vendor who is pre-approved by the Association to perform work on the Common Area. Owners may contract directly with the Association's electrician vendor. If an Owner chooses to use an electrician vendor other than the Association's pre-approved vendor, the electrician vendor selected by the Owner will be required to sign an installation indemnity agreement with the Association in a form acceptable to the Association; the purpose of such agreement is to provide indemnity and reimbursement to the Association and its members for loss or damage arising from the installation, maintenance, repair or replacement of the Station and to name the Association and its managing agent as additional insureds under the vendor's insurance policies before installation of the Station. The Owner will be responsible for all fees and costs incurred by the Association to prepare the installation indemnity agreement. Regardless of which vendor the Owner selects to install the Station, it is the Owner's sole responsibility to ensure that the vendor is appropriately licensed, insured and qualified and otherwise meets the requirements of this Policy.

(C) The Association is not a guarantor of electricity service to any Station. In the event of an emergency or any other event resulting in cut-off or black-out of electrical services, the Association will not provide emergency power service to any installed Station. Owners are solely responsible for ensuring any desired back-up power source to the Station.

(D) The Association expressly reserves the right to amend or supplement these guidelines.

(E) Prior to installation, the Association may have its contractor/consultant evaluate the existing electrical system and meter to determine the adequacy of the system to accommodate the proposed Station. The Owner will be responsible for the cost of such evaluation.

(F) After installation, the Association may have its contractor/consultant evaluate the Common Area to determine if installation of the System caused any damage to the Common Area. The Owner will be responsible for the cost of the evaluation and for the repair of any damage.

(2) Maintenance:

(A) The Owner, by and through the Owner's agents and/or subcontractors, shall maintain and repair the Station and all wiring, cables, conduit and other materials/equipment

installed to connect the Station to an electrical source, in a professional, operable, attractive and safe condition solely at the Owner's expense, and in accordance with any and all conditions, guidelines, standards, and regulations established by the Board for the Association. The Board shall have the sole discretion to determine whether such Station is being maintained and/or repaired in an attractive and safe condition and in good repair. In the event the Station cannot be maintained or repaired in an attractive and safe condition, the Owner shall remove the Station upon request by the Association and restore the area to its original condition prior to the installation of the Station, at the Owner's sole expense.

(B) Except where required by law, the Association shall be under no obligation to approve new or similar Stations in the event the Station needs to be replaced due to wear and tear, damage, or any other cause. The Owner is required to seek all required approvals on any proposed station replacement in accordance with the Association's current Governing Documents.

G. Violation of Policy

Violations include, but are not limited to, failure to obtain architectural approval before installation of a Station. The Association will follow the enforcement and fine policy when determining whether to impose a fine or other penalty upon the Owner. Any Owner who violates this Policy will be subject to a fine levied pursuant to the Association's enforcement and fine policy.

The enforcement provision contained herein does not limit or waive the authority of the Association to pursue any other enforcement procedure or remedy against an Owner in violation of this Policy or the Association's Governing Documents, as permitted under the Association's Governing Documents or California law.