

# **Breezes**

**Breezes Maintenance Association**

**Rules and Regulations**

## TABLE OF CONTENTS

<b>Article 1</b> Preface.....	4
<b>Article 2</b> General .....	4
2.1 Common area problems.....	4
2.2 Annual meetings.....	5
2.3 Regular board meetings.....	5
2.4 Financial audits.....	5
2.5 Insurance information.....	5
2.6 Assessment payments.....	5
2.7 Delinquency policy regarding payments of assessments.....	6
<b>Article 3</b> General rules and Regulations.....	6
3.1 Changes in the rules and regulations.....	7
3.2 Violations of the rules and regulations.....	7
3.3 Dispute resolution.....	7
<b>Article 4</b> Use Restrictions.....	7
4.1 Residential use.....	7
4.2 Commercial use.....	8
<b>Article 5</b> Rental Requirements.....	8
5.1 Rental of residential unit.....	8
5.2 Time sharing.....	8
<b>Article 6</b> Parking and Vehicular restrictions.....	9
6.1 Authorized vehicles.....	9
6.2 Prohibited vehicles.....	9
6.3 General restrictions.....	9
6.4 Parking regulations.....	10
<b>Article 7</b> Installations.....	10
7.1 Outside installations.....	10
7.2 Inside installations.....	10
<b>Article 8</b> Architecture and Architectural Review.....	10
8.1 Non-applicability to declarant.....	10
8.2 Scope.....	10
8.3 Architectural guidelines.....	11
8.4 Approval of plans and specifications.....	11
8.5 Approval of solar energy systems.....	11
8.6 Compliance with CA civil code section 1378.....	12
8.7 Inspection and correction of work.....	12
8.7.1 Right of inspection during course of construction.....	12
8.7.2 Notice of completion.....	12
8.7.3 Inspection.....	12
8.7.4 Non compliance.....	12
8.7.5 Failure to notify.....	13
8.8 Government regulations.....	13
8.9 Diligence in construction.....	13
8.10 Fee for review.....	13
8.11 Interpretation.....	14
8.12 Waiver.....	14
8.13 Estoppel certificate.....	14
8.14 Liability.....	14
8.15 Variances.....	14

8.16 Appointment of architectural committee.....	15
8.17 Compensation.....	15
<b>Article 9 General rules and regulations.....</b>	<b>15</b>
9.1 Animals.....	15
9.2 Antenna restrictions.....	16
9.3 Signs and displays.....	16
9.4 Mechanics liens.....	17
9.5 Sound attenuation.....	17
9.6 Outside drying and laundering.....	19
9.7 Basketball standards.....	19
9.8 Exterior lighting.....	19
9.9 Waterbeds and limitations on size of aquariums.....	19
9.10 Vibrations.....	19
9.11 Awnings, etc.....	20
9.12 Trash disposal.....	20
9.13 View impairment.....	20
9.14 Offensive conduct, nuisances.....	21
9.15 Window coverings.....	21
9.16 Rights of disabled.....	21
9.17 Indemnification.....	21
9.18 Compliance with laws, etc.....	22
Parking Garage Rules.....	23

## **ARTICLE 1 - PREFACE**

This handbook has been compiled by your Homeowners Association to outline the operating procedures of the Association and to provide other information about your Association's Common Area. Living in a condominium can be a happy and rewarding experience.

Each owner has received a copy of the Covenants, Conditions and Restrictions (CC&R's), Bylaws, Condo Plan for the phase and Articles of Incorporation for the Breezes Association. These are the governing documents along with the Rules and Regulations, which are periodically updated and distributed by the Board.

These Rules and Regulations implement the CC&R's.

The purpose of the Rules and Regulations are to implement the CC&R's.

**PLEASE READ THIS INFORMATION CAREFULLY AND BE CERTAIN THAT YOUR FAMILY,  
GUESTS AND TENANTS UNDERSTAND AND OBEY THE RULES AND REGULATIONS  
ENTIRELY.**

If there are any questions, or if you do not have a copy of the Association's documents, please contact the Management Company in writing:

**Breezes Maintenance Association**  
C/O Marquee Properties  
PO Box 371158  
San Diego, CA 92137  
619-535-0202

## **ARTICLE 2 - GENERAL INFORMATION**

The purpose of your Homeowners Association is to operate and maintain the project and assets of the Association for the mutual benefit of all homeowners. The Homeowners Association is governed by the Board of Directors, which meets regularly to make decisions pertaining to Common Area matters. The Board can also have special sessions as needed regarding contracts, homeowner disputes and any other personal matters.

### **2.1 COMMON AREA PROBLEMS**

To report problems related to the Association's Common Area please contact:

**Breezes Maintenance Association**  
C/O Marquee Properties  
PO Box 371158  
San Diego, CA 92137  
619-535-0202

### **2.2 ANNUAL MEETINGS**

The annual meeting of the homeowners shall be held at least once each calendar year.

### **2.3 REGULAR BOARD MEETINGS**

The Board shall be held when business warrants such a meeting as determined by the Board, but not less than every three (3) months at such place and hour as may be fixed from time to time by resolution of the Board. The Board shall select a meeting place. Should any such meeting fall upon a legal holiday, then that meeting shall be held as soon as possible thereafter. Notice of the time and place of any such meeting shall be communicated to Board members not less than four (4) days prior to the meeting; provided, however, that notice of a meeting need not be given to any Board member who has signed a waiver of notice or a written consent to holding of the meeting and notice of regular meetings need not be given if the time and the place of the regular meetings are fixed by the Board. Emergency executive sessions may be scheduled with no notice in order to discuss such items as disputes, contracts and personal matters.

### **2.4 FINANCIAL AUDITS**

An independent financial audit is prepared at the end of each fiscal year and is mailed to the homeowners of record upon completion.

### **2.5 INSURANCE INFORMATION**

The Association shall obtain and maintain commercial general liability insurance (including coverage for medical payments) insuring the Association, the Board, any Architectural Committee, any manager, the Declarant and the Owners and occupants of Residential Units, and their Invitees against any liability incident to the ownership or use of the Common Area and the Association Property and the performance by the Association of its duties under the CC&R's. All members will receive written notice of insurance coverage annually or if the Association's insurance coverage changes.

### **2.6 ASSESSMENT PAYMENTS**

The assessments levied by the Association shall be used exclusively to perform the obligations and duties of the Association, including, without limitation, the improvement and maintenance of the Association Property and Common Area and for any other maintenance responsibilities of the Association, and to reimburse the Association for the costs incurred in bringing an Owner into compliance with the Governing Documents.

Regular Assessments for each Fiscal Year shall be established when the Board approves the Budget for that Fiscal Year, which Budget shall be prepared in accordance with the provisions of the Governing Documents.

### **2.7 DELINQUENCY POLICY REGARDING PAYMENTS OF ASSESSMENTS**

The right to collect and enforce assessments is vested in the Board acting for and on behalf of the Association. The Board or its authorized representative, can enforce the obligations of the Owners to pay assessments provided for in the CC&R's by commencement and maintenance of a suit at law or in equity, or the Board may foreclose by judicial proceedings or through the exercise of the power of sale pursuant to Section 6.12.6 in the CC&R's enforce the lien rights created.

In collecting delinquent assessments, the Association shall comply with the requirements of California law, including without limitation, California Civil Code Section 1367.1. As of the date of the CC&R's, such laws require that, among other things, before the Association records a lien against the Owner's Condominium, the Association: (i) notify the delinquent Owner of certain matters, and (ii) offer and, if requested by the Owner, participate in, dispute resolution procedures pursuant to the Association's "meet and confer" program required in California Civil Code Sections 1363.810 through 1363.850.

If there is a delinquency in the payment of any assessment, or installment on a Condominium any amounts that are delinquent, together with the late charge described in California Civil Code Section 1366, interest at the rate permitted in such Section, and all costs that are incurred by the Board or its authorized representative in the collection of the amounts, including reasonable attorneys' fees, shall be a lien against such Condominium upon the recordation in the Office of the County Recorder of a notice of delinquent assessment as provided in, and subject to the requirements of, California Civil Code Section 1367.1.

All assessments shall be delinquent if not paid within fifteen (15) days after they become due and will result in the imposition of a late charge of ten percent (10%) of the delinquent assessment per month. If a delinquent assessment payment is not made within twenty-five (25) days after it becomes due, a late letter will be mailed to remind the homeowner of the late assessment. If assessment is not received within thirty-five (35) days after they become due, a notice of delinquency may be mailed to the homeowner and an interest rate of twelve percent (12%) annually will be imposed on all sums due per Civil Code Section 1366. The Pay or Lien Letter shall provide at least 30 days written notice to a delinquent owner prior to the recording of an Assessment Lien. Administration costs for collection are as follows: \$25 for the "late letter", \$15 for the "delinquency letter".

### **ARTICLE 3 - GENERAL RULES AND REGULATIONS**

The information contained herein is issued by the Board as authorized by the governing documents of the Homeowners Association. In the event of any conflict between these Rules and Regulations and the aforementioned documents, the provisions of the CC&R's and the Bylaws shall prevail.

#### **3.1 CHANGES IN THE RULES AND REGULATIONS**

The Board may alter, amend, revoke or add to these Rules and Regulations for the preservation of safety and order within the community.

**Homeowners must provide a copy of these Rules and Regulations to their tenants and require compliance of such rules in the lease.**

#### **3.2 VIOLATIONS OF THE RULES AND REGULATIONS**

It is the right and duty of each resident to report violations, in writing, to the Board via the Property Management Company. Failure to correct the violation, the homeowner will be subject to a special assessment (fine). Further failure to correct the violation will result in legal action.

Violation notification and penalties are as follows:

- 1st: Warning letter.
- 2nd: Letter w/ notice of fine in the amount of \$50.00, 10% interest if not received within 30 days.
- 3rd: Letter w/notice of fine in the amount of \$100.00, 10% interest if not received within 30 days.
- 4th: Letter w/notice of fine in the amount of \$200.00, 10% interest if not received within 30 days.
- 5th: Court action.

#### **3.3 DISPUTE RESOLUTION**

In the event of a dispute regarding violations to the Rules and Regulations, the homeowner has the right to request a meeting within a reasonable time with the Board to confer in an effort to resolve the dispute, at least one member of the Board must be designated for the meeting. A resolution of the dispute must be made in writing and signed by the parties involved at the meeting.

## **ARTICLE 4 - USE RESTRICTIONS**

### **4.1 RESIDENTIAL USE**

Residential Units shall be used for residential purposes only; provided, however, that any Residential Unit may be used incidentally for the purpose of operating a home based small business if, and only if, (a) the business is operated solely within the Residential Unit, (b) the business is limited to arts and crafts, the rendition of professional services, or other similar activities, (c) the business is operated by the Owner of the Residential Unit whose principal residence is the Residential Unit, by a tenant whose principal residence is the Residential Unit or by a member of such Owner's or tenant's family whose principal residence is the Residential Unit, (d) the operation of the business is permitted by, and is at all times in compliance with, all applicable laws, and (e) the operation of the business does not result in (i) the violation of any of the other provisions of the CC&R's, (ii) any unreasonable increase in the flow of traffic or of delivery vehicles within the Project, (iii) any odor, noise, or vibration outside of the Residential Unit, 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 Residential Units owned by Declarant as model homes, sales offices, construction offices or storage for the Project during that period of time commencing when the Residential Units are first sold or offered for sale to the public and ending when (x) all the Residential Units 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 Residential Unit in the Project, whichever shall first occur.

### **4.2 COMMERCIAL USE**

Except as otherwise provided in the CC&R's, including without limitation section "Residual Use" above, 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.

## **ARTICLE 5 - RENTAL REQUIREMENTS**

### **5.1 RENTAL OF RESIDENTIAL UNITS**

The restrictions contained in this Section shall not apply to Declarant. An Owner shall be entitled to rent the Condominium subject to the restrictions contained in the CC&R's. 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 CC&R's 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.

## **5.2 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.

## **ARTICLE 6 - PARKING AND VEHICULAR RESTRICTION**

### **6.1 AUTHORIZED VEHICLES**

The following vehicles are “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. Authorized Vehicles may be parked in any portion of the Project intended for parking of motorized vehicles subject to **Prohibited Vehicles, General Restrictions & Parking Regulations** below; however, no Owner may park an Authorized Vehicle in a manner which the Association determines either restricts the passage of pedestrians or vehicles over streets, driveway, or sidewalks in the Project or extends beyond the limits of the space where the Authorized Vehicle is parked. The Association has the power to identify additional vehicles as Authorized Vehicles in the Association Rules to adapt this restriction to other types of vehicles.

### **6.2 PROHIBITED VEHICLES**

The following vehicles are “Prohibited Vehicles”: (a) recreational vehicles (e.g., motorhomes, travel trailers, camper vans and boats) (b) commercial-type vehicles (e.g., stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks and limousines), (c) buses or vans designed to accommodate more than ten (10) people, (d) vehicles having more than two (2) axles, (e) trailers, (f) inoperable vehicles or parts of vehicles, (g) aircraft, (h) boats, (i) any vehicles or vehicular equipment deemed a nuisance by the Board, (j) any vehicle which leaks oil or other vehicle related damaging substance, and (k) any other vehicles not classified as an Authorized Vehicle. Prohibited Vehicles may not be parked, stored or kept within the Property within the Project except for brief periods for loading, unloading, making deliveries or emergency repairs. If a vehicle qualifies as both an Authorized Vehicle and a Prohibited Vehicle, then the vehicle is presumed to be a Prohibited Vehicle unless the vehicle is expressly classified as an Authorized Vehicle in writing by the Board.

### **6.3 GENERAL RESTRICTIONS**

All Authorized Vehicles owned or operated by or within the control of an Owner and kept within the Project shall be parked in that Owner’s Assigned Parking Space. There shall be no parking in the Project 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. No maintenance, repair, restoration, construction or washing of any vehicle shall be conducted on the Property.

## **6.4 PARKING REGULATIONS**

The Board may establish additional regulations regarding parking areas not assigned to Condominiums, including designated "parking," "guest parking" and "no parking" areas. The Board may take all actions necessary to enforce all parking and vehicle use regulations for the Property, including removing violating vehicles from the Project pursuant to California Vehicle Code Section 22658.2 or other applicable laws. If the Board fails to enforce any of the parking or vehicle use regulations, the City may enforce such regulations.

## **ARTICLE 7 - INSTALLATIONS**

This Section does not apply to Improvements installed by Declarant.

### **7.1 OUTSIDE INSTALLATIONS**

Unless installed by Declarant or approved by the Board, the following items are prohibited: (a) outside installations, including, wiring, air conditioning equipment, water softeners, other machines and other Improvements, and (b) other exterior additions or alterations to any Residential Unit.

### **7.2 INSIDE INSTALLATIONS**

Nothing may be done in any Residential Unit 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 CC&R's. Any work that results in a penetration of the unfinished surfaces of the ceilings, walls or floors, shall require the consent of the Board prior to any Owner making such Improvements.

## **ARTICLE 8 - ARCHITECTURE AND ARCHITECTURAL REVIEW**

### **8.1 NON-APPLICABILITY TO DECLARANT**

The provisions of this section shall not apply to any Improvements installed by the Declarant, and the Board shall not have any rights of review or approval with respect thereto.

### **8.2 SCOPE**

To the extent that an Owner is entitled under the CC&R's to modify his or her Residential Unit in any manner following review and approval by the Board, no Improvements of any kind whatsoever shall be commenced, erected, placed or altered upon or around any Residential Unit until the location and the complete plans and specifications showing the nature, kind, shape, height and materials, including the color ("Plans and Specifications"), have been submitted to and approved in writing as to harmony of external design and location to surrounding structures by the Board.

### **8.3 ARCHITECTURAL GUIDELINES**

The Board may, from time to time and in accordance with Civil Code Section 1357.120, *et seq.*, adopt, amend and repeal, by unanimous vote, rules and regulations to be known as "Architectural Guidelines." The Architectural Guidelines shall interpret and implement the provisions hereof by setting forth the standards and procedures for Board review and guidelines for architectural design of Improvements, placement of Improvements, color schemes, exterior finishes and materials and similar features which are recommended for use in the Project; provided, however, that said Architectural Guidelines shall not be in derogation of the standards required by the CC&R's.

#### **8.4 APPROVAL OF PLANS AND SPECIFICATIONS**

Any Owner proposing to construct interior improvements shall first apply to the Board for approval by submission of Plans and Specifications and any other materials required by the Board (including without limitation evidence satisfactory to the Board that the proposed Improvements comply with all applicable laws and building code requirements). The decision of the Board shall be made in good faith, in accordance with any applicable Architectural Guidelines and consistent with any governing law, including without limitation the Fair Employment and Housing Act of Division 3 of the Title 2 of the Government Code. The Board shall notify the Owner of its approval or disapproval of the proposed Improvements in writing within thirty (30) days of receipt of the Owner's application. If a proposed change is disapproved, the written decision shall include explanation of why the proposed change is disapproved within thirty (30) days of disapproval. The Owner shall be entitled to reconsideration of the decision by the Board at any open meeting of the Board, unless the initial decision was made at an open meeting of the Board.

#### **8.5 APPROVAL OF SOLAR ENERGY SYSTEMS**

Any Owner proposing to install or use a solar energy system, as defined in Civil Code Section 801.5, shall be subject to the same review and approval process as any Owner proposing to construct any Improvements or other actions requiring the approval of the Board pursuant to the CC&R's. However, only reasonable restrictions on the installation and use of a solar energy system shall be permitted. Reasonable restrictions on a solar energy system are those restrictions that do not significantly increase the cost of the system or significantly decrease its sufficiency or specified performance, or which allow for an alternative system of comparable costs, efficiency, and energy conservation benefits.

#### **8.6 COMPLIANCE WITH CALIFORNIA CIVIL CODE SECTION 1378**

In approving Plans and Specifications submitted to it pursuant to this section, the Board shall comply with the requirements of California Civil Code Section 1378.

#### **8.7 INSPECTION AND CORRECTION OF WORK**

Inspection of work and correction of defects therein shall proceed as follows:

##### **8.7.1 RIGHT OF INSPECTION DURING COURSE OF CONSTRUCTION**

The Board or its duly authorized representative may enter into any Residential Unit, from time to time, as provided below during the course of construction or installation of any Improvements for the purpose of inspecting the construction or installation. If the Board determines that such construction and/or installation is not being done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner of such noncompliance. The Board may not enter into a Residential Unit without obtaining the prior permission of the Owner or occupant of such Residential Unit; provided, however, that such prior permission shall not be unreasonably withheld and shall be given for entry by the Board during daylight hours within forty-eight (48) hours of the request for entry.

##### **8.7.2 NOTICE OF COMPLETION**

Upon the completion of any Improvements for which approved Plans and Specifications are required under this Article, the Owner shall give written notice of completion thereof to the Board and provide documentation/approval by the local governing building authority.

### **8.7.3 INSPECTION**

Within thirty (30) days after receiving notice of completion, the Board, or its duly authorized representative, shall have the right to enter into a Residential Unit, as provided in Section "Right of Inspection During Course of Construction" above, to inspect the Improvements to determine whether they were constructed or installed in substantial compliance with the approved Plans and Specifications. If the Board finds that such construction or installation, was not done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner in writing of such non-compliance within such thirty (30) day period, specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance.

### **8.7.4 NON-COMPLIANCE**

If, upon the expiration of thirty (30) days from the date of notification of non-compliance, the Owner shall have failed to remedy such non-compliance, the Board, after affording the Owner Notice and Hearing, shall determine whether there is non-compliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If non-compliance exists, the Board shall require the Owner to remedy or remove the same within a period of not more than thirty (30) days from the date of the Board ruling. If the Owner does not comply with the Board ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board, at its option, may either remove the non-complying Improvement or remedy the non-compliance and the Owner shall reimburse the Association for all expenses incurred in connection therewith upon demand. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy an Enforcement Assessment against such Owner for reimbursement.

### **8.7.5 FAILURE TO NOTIFY**

If for any reason the Board fails to notify the Owner of any non-compliance within sixty (60) days after receipt of the notice of completion from the Owner, the Improvements shall be deemed to be in accordance with said approved Plans and Specifications.

## **8.8 GOVERNMENT REGULATIONS**

If there is any conflict between the requirements or actions of the Board and the mandatory regulations, ordinances or rules of any governmental entity relating to the Property, the government regulations, ordinances or rules, to the extent that such regulations, ordinances or rules are more restrictive, shall control, and the Board shall modify its requirements or actions to conform to the government regulations, ordinances or rules. The application to and the review and approval by the Board of any Plans and Specifications or other submittals by an Owner shall in no way be deemed to be satisfaction or compliance with any building permit process or other applicable statute or law, or governmental regulation, ordinance or rule or public utility requirements (hereinafter collectively referred to as "Additional Requirements") the responsibility for which shall lie solely with the Owner; provided, however, if the Additional Requirements are less restrictive than the provisions of the CC&R's, the provisions of the CC&R's shall nonetheless apply.

## **8.9 DILIGENCE IN CONSTRUCTION**

Upon approval by the Board of any Plans and Specifications, the Owner shall promptly commence construction of the Improvements and diligently pursue the same to completion.

#### **8.10 FEE FOR REVIEW**

The Board shall have the right to establish a fee for the review and approval of Plans and Specifications that must be submitted to the Board pursuant to the provisions of this Article. The Board shall have the right to hire any engineer or other consultant, the opinion of which the Board deems necessary in connection with its review of any plans submitted by any Owner and such Owner shall be liable for payment of such engineer's and/or consultant's fee.

#### **8.11 INTERPRETATION**

All questions of interpretation or construction of any of the terms or conditions herein shall be resolved by the Board, and its decision shall be final, binding and conclusive on all of the parties affected.

#### **8.12 WAIVER**

The approval by the Board of any Plans and Specifications for any work done or proposed, or for any other matter requiring the approval of the Board under the CC&R's, shall not be deemed to constitute a waiver of any right to withhold approval of any similar Plans and Specifications or matter subsequently submitted for approval.

#### **8.13 ESTOPPEL CERTIFICATE**

Within thirty (30) days after written demand is delivered to the Board by any Owner, and upon payment to the Association of a reasonable fee (as fixed from time to time by the Association), the Board shall record an estoppel certificate, executed by a majority of its members, certifying (with respect to any Condominium of said Owner) that as of the date thereof, either: (a) all Improvements made and other work completed comply with the CC&R's, or (b) such Improvements or work do not so comply, in which event the certificate shall also identify the non-complying Improvements or work and set forth with particularity the basis of such non-compliance. Any purchaser from the Owner, or from anyone deriving any interest in said Condominium through the Owner, shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Association, Declarant and all Owners and such persons deriving any interest through them.

#### **8.14 LIABILITY**

Neither the Board, nor any member thereof shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of: (a) the approval or disapproval of any Plans and Specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved Plans and Specifications; (c) damage to the Project or any property within the Project; or (d) the execution and filing of an estoppel certificate pursuant to Section "Estoppel Certificate" above, whether or not the facts therein are correct; provided, however, that the Board member has acted in good faith on the basis of such information as may be possessed by him or her. Without in any way limiting the generality of the foregoing, the Board, or any member thereof, may, but is not required to, consult with or hear the views of the Association or any Owner with respect to any Plans and Specifications or any other proposal submitted to the Board.

#### **8.15 VARIANCES**

The Board may authorize variances from compliance with any of the architectural provisions of the CC&R's, including, without limitation, restrictions upon height, size, floor area or placement of Improvements or other similar restrictions, when circumstances such as topography, natural obstructions, aesthetic or environmental considerations may require. Such variances may be evidenced in writing, must be signed by at least two (2) members of the Board and shall become effective upon recordation in the Office of the County Recorder. If such variances are granted, no violation of the covenants, conditions and restrictions contained in the CC&R's shall be deemed to have occurred with respect to the matter for which

the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of the CC&R's for any purpose except as to the particular Condominium and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting its use of the Condominium, including, without limitation, zoning ordinances and lot setback lines or requirements imposed by the City or any other governmental authority.

#### **8.16 APPOINTMENT OF ARCHITECTURAL COMMITTEE**

The Board shall have the right to delegate its review and approval rights under this section to an Architectural Committee. If the Board so elects, the Architectural Committee shall consist of three (3) members. One (1) alternate member may be designated by the Board to act as a substitute on the Architectural Committee in the event of absence or disability of any member. In the event the Board appoints an Architectural Committee, all rights hereunder shall apply to the Architectural Committee and all references to the Board shall be deemed to refer to the Architectural Committee.

#### **8.17 COMPENSATION**

The members of any Architectural Committee appointed by the Board shall receive no compensation for services rendered, other than reimbursement by the Association for expenses incurred by them in the performance of their duties hereunder, unless the Association retains a professional architect, engineer or designer as a member of the Architectural Committee for the purpose of providing professional services, in which event reasonable compensation for such member shall be approved by the Board.

### **ARTICLE 9 - GENERAL REGULATIONS**

#### **9.1 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 at a weight of 40lbs per animal) 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 (a) kept as household pets, (b) are not so excessively noisy as to disturb the quiet enjoyment by each Owner of his or her Residential Unit, (c) are not kept, bred or raised for commercial purposes or, as determined by the Board, in unreasonable numbers, and (d) 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 absolutely 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 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 Residential Unit. Pets of invitees must be accompanied by invitee at all times or pet will not be allowed on the property.

## **9.2 ANTENNA RESTRICTIONS**

No Owner shall install any antenna, satellite dish, or other over-the-air receiving device ("Antenna") (i) on any real property which such Owner is not entitled to exclusively use or control, as provided in Title 47 U.S.C. §§ 1 *et seq.*, 47 CFR § 1.4000 and any other applicable laws, rules and decisions promulgated with respect thereto (collectively "Antenna Laws"), (ii) 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 (iii) that is of a size larger than is permitted under the Antenna Laws. If an Owner is entitled to install an Antenna under the foregoing requirements, such Owner 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 Section "Architecture and Architectural Review". The Board shall not impose or enforce any restrictions upon Antennae that are inconsistent with the Antenna Laws.

## **9.3 SIGNS AND DISPLAYS**

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

1. Entry monuments, community identification signs, and traffic or parking control signs maintained by the Association;
2. For each Condominium, one (1) nameplate or similar Owner name or address identification which complies with the Architectural Guidelines;
3. 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;
4. A sign must be no larger than 8in X 12in;
5. The sign is in compliance with the Architectural Guidelines or is otherwise authorized by the Board;
6. No commercial signs of any kind may be displayed. Non-commercial signs permitted by Civil Code Section 1353.6;

## **9.4 MECHANIC'S LIENS**

No Owner may cause or permit any mechanic's lien to be filed against the Project for labor or materials alleged to have been furnished or delivered to the Project or any Residential Unit for such Owner, and any Owner who does so shall immediately cause the lien to be discharged within five (5) days after notice to the Owner from the Board. If any Owner fails to remove such mechanic's lien, the Board may discharge the lien and charge the Owner an Enforcement Assessment for such cost of discharge.

## **9.5 SOUND ATTENUATION**

In any multi-family dwelling, sound may be audible between Residential Units, particularly where the sound level of the source is sufficiently high and the background sound in an adjacent Residential Unit is very low. These sounds may include without limitation, music, voices, animal noises, footsteps, children noises, furniture movement, appliance usage, water usage and other sounds. Each Owner shall endeavor to minimize any sound transmission from its Residential Unit, and shall comply with the Association Rules which are designed to minimize noise transmission. To minimize the noise transmission from a Residential Unit, each Owner (other than Declarant) shall adhere to the following:

1. On demising walls (party walls), acoustical sealant shall be packed around the point of penetration of all pictures and other decorative items hung from the wall that require nailing or screwing. No holes or other penetrations shall be made in demising walls except for decorative items without the permission of the Board. No penetrations of any sort shall be made in the ceilings of any Residential Unit.
2. No modifications shall be made to any Residential Unit which would result in a reduction in the minimum impact insulation class of the Residential Unit.

3. No Owner shall attach to the walls or ceilings or place on the floor of any Residential Unit anything which will cause unreasonable sound levels, vibrations, noise or annoyance to the Owners of the other Residential Units. No audio, television, stereo, speakers, or other audio visual or media equipment shall be installed in or on any demising wall without the permission of the Board. Speakers for audio, television, stereo, or other audio visual or media equipment shall not be supported from or contact demising walls and shall be elevated from the floor by an adequate acoustic platform. Sound from such speakers must be kept at a reasonable level so as not to interfere with other Owners' enjoyment of their Residential Units.

4. Pianos shall have adequate acoustic pads under the supports to minimize vibration transmission into the structure.

5. All furniture shall have roller castors or adequate acoustic pads.

6. Except for first floor Residential Units, no Owner shall install any hard surface flooring (or other flooring or make any other modification to any part of their Condominium which may increase sound transmission between their Condominiums and other part of the Project, including without limitation, tile or hardwood floors and wall or ceilings coverings) unless the prior approval of the Board has been obtained. As a condition to approving the installation of such modifications, the Owner shall submit to the Board construction specifications clearly describing the proposed modifications in sufficient detail necessary to determine whether sound transmission will be sufficiently mitigated.

7. Any hard surface on 2<sup>nd</sup> floor requires underlayment approved by the Board prior to installation.

#### **9.6 OUTSIDE DRYING AND LAUNDERING**

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

#### **9.7 BASKETBALL STANDARDS**

No basketball standards or fixed sports apparatus shall be attached to any Condominium.

#### **9.8 EXTERIOR LIGHTING**

Residents are not permitted to install any type of exterior lighting within the community. Some of the exterior lighting on Residential Units may provide light to certain exterior portions of the Project and may contain a photocell which will automatically control their operation. Such exterior lighting shall not be manually turned off and the photocell shall not be altered in any way by the Owners. The Association shall maintain such fixtures and light bulbs, but the electricity supplied to them shall be metered and paid for by individual Owners if applicable. Further rules regarding exterior lighting may be promulgated by the Board.

#### **9.9 WATER BEDS AND LIMITATIONS ON SIZE OF AQUARIUMS**

No water beds shall be permitted in any Residential Unit. No Owner can maintain in any Residential Unit that is not located at ground level and constructed on a concrete slab, 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.

#### **9.10 VIBRATIONS**

No Owner shall attach to the walls or ceilings of any Residential Unit any fixtures or equipment which will cause unreasonable vibrations or noise or unreasonable annoyance to the Owners of the other Residential Units.

### **9.11 AWNINGS, ETC.**

No awnings, ornamental screens, screen doors, sunshades, or umbrellas of any nature shall be erected or maintained on or around any portion of the Condominium Building or elsewhere within the Project except those that are installed in accordance with the original construction of the Project or as are authorized and approved by the Board.

### **9.12 TRASH DISPOSAL**

No garbage, trash, rubbish, or other waste material shall be kept or permitted on the Project except in garbage cans, trash containers, trash enclosures, or other 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 enclosure located in the Project. No odor shall emanate therefrom so as to be unreasonably unsanitary, unsightly, offensive or detrimental to the Owners in the Project. Under no circumstances may explosives, fireworks, or highly flammable materials such as gasoline, kerosene, oil, oil-based paints, or solvents, be disposed of in the trash enclosures 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 enclosures shall be borne by the offending Owner at such Owner's sole cost and expense. The Owners shall comply with any waste and recycling program for the Project.

### **9.13 VIEW IMPAIRMENT**

By accepting a deed to a Condominium, each Owner acknowledges that: (a) 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, (b) any view from the Residential Unit is not intended as part of the value of the Residential Unit and is not guaranteed; and (c) 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.

### **9.14 OFFENSIVE CONDUCT, NUISANCES**

No noxious or offensive activities, including without limitation, 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 the Project, or that in any way interferes with the quiet enjoyment of occupants of the Condominiums.

### **9.15 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 Residential Unit 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 Residential Unit. 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 Residential Unit.

#### **9.16 RIGHTS OF DISABLED**

Each Owner may modify his or her Residential Unit and the route over the Association Property leading to the front door of his or her Residential Unit, at his or her sole expense, to facilitate access to his or her Residential Unit 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. Any change to the interior of the residents unit or the Association property must be approved by the Association after submitting the provision of plans and specifications, which have first been approved by the local building authority.

#### **9.17 INDEMNIFICATION**

Each Owner shall be liable to the remaining Owners and the Association for any damage to the Project that may be sustained by reason of the negligence or willful misconduct of that Owner, or the Owner's Invitees, but only to the extent that any such damage is not covered by insurance proceeds received by the Association. Each Owner, by acceptance of his or her deed, agrees for such Owner and for the Owner's Invitees, to indemnify each and every Owner and the Association, and to hold each other Owner and the Association harmless from, and to defend such Owner and the Association against, any claim of any person for personal injury or property damage caused by the negligence or willful misconduct of such Owner or such Owner's Invitees, unless the injury or damage occurred by reason of the negligence or willful misconduct of any other Owner for the Association or is fully covered by insurance proceeds received by the Association. Upon demand by the Association, each Owner shall be responsible for the payment of any deductible amount payable under the Association's insurance policy as a result of any claims arising as a result of the negligent or willful misconduct of any other Owner or the Association.

#### **9.18 COMPLIANCE WITH LAWS, ETC.**

No Owner or the Association shall permit anything to be done or kept in his or her Residential Unit or the Association Property or 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.

## Breezes Maintenance Association

**In the annual association meeting dated 10/14/10 the following rules have been added to the CC&R's and/or Rules and Regulations**

- 1) No smoking shall be allowed in the common areas (walkways/sundeck/garage/etc).
- 2) Any formal gathering on the 3<sup>rd</sup> floor sundeck of 5 or more people must make a reservation at least 48 hours in advance and for a period no longer than 4 hours.
- 3) Retractable screen doors may be used on the front door with the stipulation they must be retractable only and in a color noted as "Bronze".

**BREEZES MAINTENANCE ASSOCIATION**  
120-126 ELDER AVENUE, IMPERIAL BEACH, CA 91932

**Garage Storage Shed Rules**

1. Written approval from the Board must be obtained prior to the installation of a storage shed.
2. Storage sheds are allowed with the following guidelines:
  - A. Maximum width 7 feet.
  - B. Maximum height 8 feet.
  - C. May not be affixed to the wall.
  - D. Color variation may be allowed with Board approval.
  - E. When a vehicle is parked in the space it must not measure more than 16 feet from the cement bump stop.
  - D. Must be placed on the garage floor. Raising of the storage shed off the garage floor is not allowed. (UNLESS BOARD APPROVAL IS GRANTED)
  - E. No waste or hazardous materials are allowed to be stored in the storage shed.
  - F. Must be made from a rubber or plastic like material.
3. No storage of any kind is allowed on top of a storage shed.
4. Storing of bikes is allowed, a metal loop can be affixed to the bump stop in order to lock a bike to it.
5. Any other storage in this area will be allowed at the discretion of the Board.

**The Board has the right to refuse any items to be stored in this area if it feels they do not follow these guidelines.**