

OCEAN WEST CONDOMINIUM ASSOCIATION RULES

To preserve the overall appearance, the quality of life, and quiet enjoyment of our beachfront community of 7 Unit condominium building known as "Ocean West Condominiums ("Association") the following list of Association rules has been enacted pursuant to the CC&Rs, Paragraph 4(b).

If a Unit owner or occupant believes that a Rule is being violated by another Unit owner or occupant, the first course of action should always be to inform the Unit owner or occupant committing the violation of that concern. Owners of Units that are being rented shall supply the telephone number of a landline in each Unit being rented so that owners wishing to communicate a violation to the occupants of the Unit can do so in a timely manner. After notice of the alleged violation is communicated to an occupant Unit committing the alleged violation or the complaining owner or occupant cannot reach the offending occupant, the complaining owner or occupant shall attempt to call the owner or owner's agent listed on the contact sheet maintained and available from Association's Board of Governors and/or Association's Management Company. If the violation continues after contacting the owner of the offending Unit or being unable to contact the owner of the offending Unit, it shall then be reported to the management company. Each owner and occupant is jointly and severally responsible for the conduct of their guests (invited or uninvited), tenants, guests of tenants, friends, family etc. Further, if there is an egregious violation of these Rules, such as a loud party or any behavior that might endanger an individual's health or safety, or quiet enjoyment, the concerned owner or occupant shall call the police immediately.

Any fines or disciplinary action taken as a result of a violation of these Rules or the CC&Rs will be levied by the Association against the owner of the Unit from which the conduct originates, regardless of who committed the violation.

Fine Schedule for Rule and CC&R Violations

- First offense – Up to \$250.
- Second occurrence of same offense – Up to \$500.
- Third and subsequent occurrences of same offense – Up to \$1500 per offense.

The Association's Board shall have the discretion to determine whether an offense is a repeat occurrence. Fines are not an exclusive remedy to a Rule or CC&R violation. The Association's Board of Governors may also take other disciplinary action concurrent with levying fines including, but not limited to, suspension of membership rights and legal action. All action taken by the Association's Board of Governors shall be in compliance with California law.

Rules

1. First and foremost, be a good neighbor. Be respectful of others in the building.

2. Be a good steward of the environment. Don't waste water. Keep showers to a reasonable length; report any drips/leaks to management, don't leave water running during teeth brushing, etc. Comply fully with all City and State Water Restriction Mandates.
3. Loud music, loud voices, dragging of furniture, loud footfalls or running, loud parties and/or other disturbing noises are prohibited. All stereo, television and music equipment must be kept at a level so as not to unreasonably penetrate the walls of the adjacent Unit, thereby creating a nuisance and interfering with the quiet enjoyment of occupants. Note that egress and ingress voices, and footfalls carry throughout the building and can be a nuisance to occupants.
4. No foul or indecent language, no urinating, vomiting or spitting in the common areas or other inappropriate activities are allowed at any time.
5. Littering is not allowed in the common areas. Common areas also include another Unit's exclusive use common area. Litter may include, but not be limited to, cigarette butts, cans, bottles, and paper.
6. There shall be no yelling from the balconies. Shouting at or heckling people using the boardwalk or the beach is prohibited.
7. Balconies and stairwell railings and wall areas must, at all times, be kept free of any décor items, towels, bathing suits, wet suits, signs, lights, floor mats, laundry or anything else.
8. No signs, other than security notices, are allowed except as permitted by the California Civil Code.
9. Stairwells, walkways and all common areas are to be kept clean and clear of any personal property. These are not storage areas! No personal property is allowed to be stored or left in these areas for any length of time, including but not limited to bicycles, surfboards, storage bins, sand toys, shoes, towels, clothing, etc. All of the Units have an enclosed garage which is to be used for short term temporary storage of these items.
10. Fire Code requires that no bicycles or any other items be left in stairwells, railings, walkways or any other common area. Again, this is not a personal item storage area. This prohibition includes the electrical and utility rooms.
11. Parking on the property is strictly limited to inside each garage and tandem parking spaces assigned to the Unit and to the non-exclusive communal parking space at the north end of the tandem spaces.
12. No business or commercial activity allowed, other than home based businesses as specifically allowed pursuant to the San Diego Municipal Code and California Civil Code.
13. Owners shall be limited to having two pets weighing less than twenty (20) pounds each. Excessive barking or any other pet noise emanating from a Unit is prohibited. Each act of barking or other pet noise shall constitute a separate violation of these Rules.

14. No noxious or offensive activities are allowed anywhere in the project, nor shall anything be done which is a definite and distinct annoyance or nuisance to the other occupants.

15. No Unit shall be used in such a manner as to obstruct or interfere with the quiet enjoyment of occupants of the other Units or annoy them by unreasonable noise or otherwise, nor shall any annoyance be committed or permitted to occur in any area of the condominium project.

Any owner who rents their Unit for less than six (6) months must apply a "door break". Short-term tenants are not familiar with the way the ocean breeze will cause the doors to slam if they leave doors ajar in such a way that they are continually being slammed. The constant slamming of doors disturbs the quiet enjoyment of the occupants of the other Units.

16. The only allowable balcony items are barbeques in compliance with applicable fire codes, patio furniture including chairs and tables, as long as they do not exceed a height, so that the occupant, when seated, is able to see over the bar on the exterior railing.

17. Each Unit has responsibility for retrieving litter, cleaning up spills, sweeping sidewalks, sweeping stairs, etc. in order to keep the property in good condition. Particularly important, again, is trash. If you drop/spill something clean up after yourself. There is no one to clean up after you.

18. No outside TV, radio, audio or video equipment is allowed outside nor shall interior TVs, radios, stereos, etc. be turned up to allow sound to reach the exterior balconies, patios or abutting Units.

19. Nothing shall be done which will impair the structural integrity of the building or which would structurally change anything located in the condominium project. No penetration of the roof membrane is allowed as it will void the roof warranty.

20. Except for remodeling and maintenance of the interior of a Unit, no power equipment, hobby shops, carpentry, automobile overhaul or maintenance work is permitted anywhere in the Units or common areas.

21. Each owner will be legally liable for all damages to the Unit, the building, the common areas, and/or landscaping caused by such owner or any occupant or their invitees, tenants or guests (invited or uninvited).

22. Pursuant to the CC&Rs, Paragraph 2.(a), each Unit shall be used exclusively as a single family residence. No more than six (6) people shall be allowed to reside in any Unit, at any time, unless otherwise expressly authorized by the Board. Owners advertising their Unit for rent or sale must state the occupancy restriction to avoid any misunderstandings by the prospective tenants.

23. The primary conflict between permanent residents of the Association and the Unit owners who wish to utilize their Units primarily as rentals arises from the fact that tenants, in many instances, do not treat Unit owners as neighbors and generate a disproportionate amount of noise because of the extraordinary amount of activity caused by the repeated

cleaning of the Units and the very active use of the Unit by vacationers. The noise factor has significantly increased in Units where the floor coverings have been changed and the carpet and pad have been replaced by hard flooring that transmits sound throughout other Units when occupants are moving furniture, making heavy footfalls or running in the Units. Because of these issues, as a condition to any owner renting a Unit for a term of less than six (6) months, such owner shall install carpet or area rugs with sound attenuating pad under either choice, preferably wall to wall, (removable if desired by owner) over all areas (except as noted below) where foot traffic will or could occur in the living areas and bathrooms of the Unit. This Rule requires the first floor of any upstairs short term rental Unit to install Board approved carpeting or area rugs with sound attenuating padding in the living areas and bathrooms where any foot traffic will or could occur. The only exception to requiring area rugs or carpeting is the kitchen area of no more than sixty (60) square feet. Carpeting with sound attenuating padding (or sound attenuating mats) will be required in kitchens if sound transmission issues are determined by the Board to continue in the Unit after the carpeting or area rugs and padding is installed in the living areas. No chairs, table legs, or other movable furniture, shall come into contact with hard flooring surfaces or be dragged across hard surface flooring. This Rule shall take effect January 1, 2015.

24. Commencing on January 1, 2015, no Unit shall be rented for a period of less than 7 days. Notwithstanding the foregoing, it shall be permissible for an owner to rent for a period of less than 7 days, provided that after a shorter rental period, the Unit shall remain unoccupied for the balance of a full 7 day-renting cycle. The CC&Rs provide for the quiet enjoyment of each Unit by its respective owners pursuant to Paragraph 2(e) of the CC&Rs. Short-term vacation rentals can be disruptive to the other Unit owners' quiet enjoyment of their Units because of the constant changeover of tenants and repeated cleaning of the rented Units.

If by February 1, 2015, the new 7 day minimum rental policy does not alleviate the excessive noise problem caused by the short-term rentals, the Board is authorized to and will consider at a meeting raising the short-term minimum rental to a 30-day minimum rental period. In the event of a dispute involving the provisions of this paragraph 24, the undersigned owners agree to resolve the dispute through Internal Dispute Resolution or Alternative Dispute Resolutions as provided by the California Civil Code. Notwithstanding the foregoing, if the dispute is thereafter unresolved the parties agree to binding arbitration utilizing JAMS (and its Rules) or another arbitrator as agreed to between the disputing parties.

25. Any Unit owner who proposes to rent or lease a Unit for a term of less than 90 days must provide a copy of a written lease or rental agreement regarding the premises to the Association's management company, together with a copy of these Rules signed by the proposed tenant(s), prior to the commencement of the lease or rental term. Failure to do so is a violation of these Rules. All owners shall provide the name and phone number of a manager available on a 24-hour basis to protect their interest.

26. There shall be no smoking anywhere on the Association's premises, including the common area, balconies, patios, or individual living areas. Second hand smoke is a known hazard and the ocean wind conditions cause unhealthy secondary smoke to permeate all living Units.

27. The Association may hire a security service to monitor for violations of these Rules.
28. The tandem parking spaces behind the garage shall be used for the storage of an automotive passenger vehicle only. No trucks, except pick-ups, no campers, trailers or boats of any kind shall be allowed to be parked or stored in the parking area. No single or multi-purpose engine powered vehicle shall be parked on the common areas of the condominiums or in any parking area. There shall be no vehicles used for sleeping or living either in the garage or tandem space.
29. Use hoses provided at both sides of complex to remove sand after returning from the beach. Hoses shall be stored in the utility room when not in use.
30. No barbecuing in the common areas. Barbecuing is permitted only on the outside balconies utilizing only an electric or gas barbecue grill as permitted by law.
31. There shall be no storage of any kind of flammable fluids in the garage.
32. No pots or containers are to be placed on the balcony railing for liability reasons.
33. No plants, trees or shrubs of any kind are to be placed in common areas except those provided by the Association or with the prior approval of the Association's Board.
34. The patios directly in front of Units #1 and #2 are for the exclusive use of the owners and/or tenants of those Units. The patio on the lower level, north end, is for the use of owners and/or tenants. Normal consideration is to be given to the other tenants in regard to every day use and cleanup, so the area is desirable and pleasant for the next owner and/or tenant wishing to use said area.
35. All common area doors shall be kept closed and locked when not in use. Doors shall not be blocked or wedged open. It is the responsibility of each and every owner and/or tenant to make sure that common area doors and gates are kept closed and locked. Failure to lock the door or gate is a Rule violation.
36. Each residential Unit in Ocean West is provided with an assigned garage for one car and the tandem parking space behind it. Each Unit owner shall be responsible to make sure that they and guests, tenants or anyone on the premises, with or without their permission but on the premises for the purposes of interacting with their Unit, park only in that Unit owner's assigned garage and tandem parking space. If any such person parks in a parking space other than the one assigned to that Unit, the vehicle shall be subject to immediate towing without any notice to the vehicle owner subject to California Vehicle Code. This enforcement action applies notwithstanding notes left on windshields or requests for the vehicle owner to be called, etc. Further, such conduct shall constitute a violation of these Rules and be subject to the fines set forth herein.
37. The fireplaces in each Unit are to be used only with natural gas, as provided. Wood or other combustibles shall not be burned in the fireplaces.

38. When the management company is notified of an alleged violation of these Rules, it shall immediately notify the alleged offending Unit owner of the Rule or Rules that have been violated and set a hearing on said violation(s) in compliance with California law. If there are additional violations regarding the same Unit, additional notices may be sent and, at the Board's discretion, it may continue the hearing so that all violations can be heard at the same time. The hearing shall be held before the Board and the Unit owner shall be allowed to present whatever evidence the owner may wish to use regarding the allegations of violation. The Board may consider evidence submitted by affidavit regarding such violation, or hear testimony and consider all police reports or reports submitted by any private security company hired by the Association or its management company. Board members may appear at the hearings by conference call, Skype, etc.

39. A copy of these rules shall be prominently displayed on a downstairs wall of any rental Unit that is leased or rented for a term of less than 60 days.

40. In the event of a conflict between these Rules and the CC&Rs, the CC&Rs shall prevail. In the event of a conflict between California laws and the San Diego Municipal Code, the laws and codes shall prevail over the CC&Rs and these Rules.

41. **TENANT'S AGREEMENT TO ABIDE BY THESE RULES**

All prospective tenants of a Unit in the Ocean West Condominium complex will acknowledge they have read and will abide by these Rules and any amendments, and shall complete Form A, attached hereto and incorporated by reference.

Dated: 12/27/14



 Board of Governors
 Ocean West Condominiums