



## **PETRINI PLACE HOMEOWNERS ASSOCIATION RULES AND REGULATIONS**

**Adopted on September 26, 2024**

The Petrini Place is a condominium project containing 134 residential units. Condominium living is an experience that relies on the cooperation of everyone, common sense, and consideration of neighbors to be successful. The Board of Directors ("Board") of the Petrini Place Homeowners Association ("Association") adopted these Rules and Regulations ("Rules").

These Rules are meant to enforce the provisions of the Declaration of Conditions, Covenants and Restrictions of Petrini Place, a Condominium Project ("CC&Rs"). In the event of conflict between these Rules and the CC&Rs, the CC&Rs shall govern. The capitalized terms in these Rules shall have the meaning set forth in the CC&Rs, unless otherwise clearly indicated.

Upon adoption by the Board, these Rules shall replace and supersede any previously-adopted rules and regulations and shall become a part of the Condominium Documents governing the Project.

### **I) HAZARDOUS ACTIVITY**

#### **1. Vandalism, Theft, Violence, or any Other Intentional Act**

- a. Vandalism, theft, violence, or any other intentional act by an Owner or their tenant/guest within the Project deemed to be unreasonably offensive by the Board.
- b. Damage to garage for vehicle exceeding posted height limit or damage to the crash bar (McAllister parking area entry) or any of Petrini's garage doors or gates, sprinkler heads or gate drive mechanisms. In addition to the violation, all costs associated with repair and/or cleaning will be assessed to the responsible Owner.
- c. Vandalism, theft, or violence resulting from residents compromising security by leaving doors unsecured and unmonitored or purposely letting any unauthorized person into the Project. Damages that result from this compromised security will be assessed to the responsible Owner.
- d. It is a violation if residents let non-residents inside the Project without checking for proper keys, fobs, or identification, driving or walk away from an open door or gate without waiting for it to securely close, or give out fobs, openers, door codes or keys to unauthorized non-residents or vendors. It is a violation to let vehicles tailgate into garages or let non-residents on foot or bike into garages. It is a violation to drive away from a garage door before it fully closes.

#### **2. Public Conduct**

- a. It is a violation for any observed resident or guest to publicly urinate, defecate or expose themselves or threaten residents, guests, management or hired workers within the Project boundaries.
- b. It is a violation for any resident or their guest to climb on fences, railings, planters, walls, or staircases or to create an unsafe environment for residents.

- c. It is a violation for any resident or their guest to ride wheeled vehicles in the Common Areas creating a danger to other residents.

### **3. Nuisances**

No illegal or seriously offensive activity shall be transacted or conducted in any Unit or in any part of the Property, nor shall anything be done thereon which is a serious annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the Owners of his respective Unit, or which shall in any way increase the rate of insurance for the Project, or cause any insurance policy to be canceled or to cause a refusal to renew the same, or which will impair the structural integrity of the Condominium Building. There shall be no harassment of any Owner, tenant, the Association's manager, contractor or vendor by any Owner or tenant.

### **4. Smoking Prohibition in Common Area**

Consistent with Article 19F of the San Francisco Health Code, smoking of any type (cigarette, cigar, marijuana and vape) is prohibited in:

- a. Enclosed Common Areas including common halls, elevators, covered parking areas, lobbies, waiting areas, interior stairwells, bathroom lounge, and recreation areas;
- b. Outdoor Common Areas including the central courtyard, front entry courtyard, and exclusive use patios and balconies;
- c. Within 10 feet of a door or window located around the perimeter of an outdoor Common Area; and
- d. Within 15 feet of building entrances, exits, operable doors or vents.

Smoking inside a Unit is allowed to the extent that smoke or vapor does not exit windows, doors or enter adjacent Units and Common Areas through vents or other means. For more information, please visit: <https://www.sfdph.org/dph/EH/Air/>

### **5. Fire , Smoke Detectors and Sprinklers**

- a. No smoke or fire source (fireplace, fire pit, charcoal or wood grill, smoker, or open candles) shall be used, stored, or kept within the Common Area and exclusive use balconies and patios.
- b. If smoke or a fire source triggers a fire alarm or a sprinkler head, the Association may recover its costs to repair associated damage pursuant to Section 4.14 of the CC&Rs. The Association may also recover its costs for an elevator service call for repair or restoration if the resulting alarms disable an elevator.
- c. False alarms, intentionally set alarms (by pull station or triggering a Common Area smoke detector) are also violations.

### **6. Pets** (See also Article III, Section 1 on Use Restrictions below)

- a. No pets shall urinate or defecate in Common Areas, Exclusive Use Areas (patios, balconies, or parking areas), entrances and sidewalks without immediate, good faith effort clean up involving the dilution of urine and/or the remove of feces.
- b. If efforts cannot completely eliminate the waste, it is a violation if the remaining waste is not reported to onsite management for further cleaning.
- c. Urination or defecation by the same pet three (3) or more times within a three (3) month period anywhere in the Common Areas, even if completely diluted or cleaned and notice sent to management, will be subject to fine. Urination or

defecation is immediately finable if there is no attempt to clean the area and the event is not reported to management.

## II) ARCHITECTURAL RULES

1. **Architectural Modifications Exterior to Unit** (Common Areas and Exclusive Use Areas)
  - a. No alterations to building, fence, wall, exterior lighting, patio, etc. are permitted. Examples of prohibited actions are using fasteners (nails, screws, tape or glues) to affix planters, shelves, strings, ropes, screening or lighting to building shingles, stucco walls, wood trim, pavers, concrete or fences.
  - b. No alterations to walls, windows or exterior doors, patio doors, door handles or knobs, screens, and sliders except for the addition of electronic deadbolt locks and doorbell of choice. No removal or modification of original mortised Unit door locks. No replacement or modification of any exterior light fixtures.
  - c. No permanent or temporary installation of battery or 120V operated lights, string lights, solar panels or any device requiring a battery or electrical outlet on the exterior. Individual solar lanterns permitted. No water features, fountains, or waterfalls. No artificial grass or actual grass for pet relief. All seasonal decorative lighting must be hung from inside the Unit (no external seasonal decorative lighting hung on exterior with tape, nails, or string).
  - d. No painting of patio or balcony surfaces. No full floor coverings extending from Unit walls to fence walls unless designed for exterior use and approved by the Board.
  - e. No mesh (plastic or metal) allowed to be affixed to the bottom of the fence for preventing entry of leaves or animals.
  - f. Prior written approval from the Board is required for any window air conditioning units (either full in window units or partial window inserts) or any external air conditioning condenser units.
  - g. No attachment of any decals or privacy films to window or patio door glass unless it is a security system warning sticker.
  - h. No privacy screening of any type to be attached to existing railings, walls, or fences. No enclosing of any patio or balcony space either partially or fully.
  - i. No permanent installations of furniture, shelving or planting beds or installations that cannot be moved.
  - j. Charcoal or other solid fuel grills, barbeques, smokers, or outdoor fireplaces and firepits are strictly prohibited.
2. **Architectural Modifications Within Unit** (within the interior of the Unit, including plumbing, electrical and ductwork components inside the walls, entry doors, patio and balcony sliders and windows).

No architectural modifications within the interior of a Unit can be started without a Board-approved Architectural Modification form (available on the Association's website). This includes all work requiring building permits, work done by licensed contractors, any renovations, demolition, changing of walls, changing the location of appliances and fixtures, modified wiring, modified plumbing, changing of flooring or affixing anything to walls shared between Units and combining Units.

- a. **Renovations**  
Owners and their contractors cannot use Common Area resources such as electricity, water, trash, and recycling. No storage of renovation materials or refuse in Common Areas. No use of power tools and equipment outside of a patio,

balcony, or Unit. No violating anything on the signed Petrini Job Site Rules. Not signing the Petrini Job Site Rules before starting any work is a violation. A licensed and insured contractor is required for projects where labor and materials exceed \$500. All work requiring permits shall be performed by licensed and insured contractors.

b. **Bathtub Spas and Hot Tubs inside Unit**

Owners proposing to install equipment as hydrotherapy or spa bath tubs shall not transmit excessive noise and vibrations, shall obtain prior written approval from the Board, and shall maintain additional insurance to cover potential damage.

c. **Air Conditioning Units.**

No air conditioning components (condenser and fan) may be installed outside of the Unit's exterior walls including on their exclusive use patio, balcony or on the roof above.

d. **Speakers.** No attaching any speakers directly to walls or ceilings.

e. **Flooring Coverings.** Each bedroom (except ground floor Units and townhouse Units) shall be fully carpeted, and all hardwood or hard surface flooring installed in Units must be installed over an acoustical underlayment in accordance with guidelines established by the Association to reduce noise and maximize quiet enjoyment of all Owners. Installation of any floor surface must comply with the acoustical requirements as stated in the construction requirements for Unit modifications including but not limited to, submission of laboratory test data for the flooring and manufacturers' specifications and instructions.

All floor modifications must be submitted for approval by the Board and/or the Architectural Control Committee prior to commencement of any work.

Fabric bathmats or rugs shall be used in all bathrooms.

Doormats may be placed in front of the Unit doors, subject to any subsequent rules specifying the type of doormats that will be acceptable.

3. **Satellite Dish and Antenna Installation** Satellite dishes and antennas may be installed within a Unit, balcony, or patio in a location that is not visible from the street or Common Area, so long as such location does not significantly decrease its performance, subject to the following requirements:

- a. The Owner provides the Manager written notice of the type and location of the satellite dish or antenna at seven (7) days prior to installation.
- b. The satellite dish or antenna may not be placed on a balcony rail or patio fence.
- c. No satellite dish or antenna may be installed anywhere on the Common Area without the prior written consent of the Board. No wires may be placed through exterior walls without the prior written consent of the Board.
- d. Antennas or dishes shall be painted in a fashion so that they blend into the background against which they are mounted. Whenever possible, antennas or dishes should be screened by landscaping compatible with that in the surrounding development.

- e. Satellite dish cables should be white, if possible, and trimmed to minimize visibility. Cables should be installed vertically and horizontally to follow the architectural lines of the buildings, wherever possible.
- f. The antenna or dish must be installed in compliance with all requirements of the Uniform Electrical Code and the Uniform Building Code, as adopted by the City and County of San Francisco.
- g. All costs of installation, maintenance, and repair of the antenna or dish shall be paid by the Owner. The Owner shall pay all costs to remove and reinstall the antenna or dish should it be required in connection with the performance of any maintenance or repair responsibilities of the Association. The Owner assumes all liability for the antenna or dish, and shall indemnify the Association and hold it harmless from all claims, costs, fees and/or judgments relating thereto. The Owner shall pay for all damages to the Common Area or maintenance costs incurred by the Association as a result of the installation or removal of the dish or antenna.
- h. A satellite dish has been installed on the roof of each of the 4 buildings at Petrini Place. The dish is maintained by Satel Communications. This dish provides access to the "Direct TV" Network. Owners or tenants that wish to contract for this service must contact the onsite manager first. The onsite manager has information and documents on the services provided as well as the associated costs.

### III) USE RESTRICTION

#### 1. **Pets**

- a. Residents shall register their pets with the Association by providing a photograph, type and breed of pet upon commencement of occupancy and proof of shots and vaccinations.
- b. No more than two (2) domesticated birds, cats, dogs, or aquatic animals may be kept each Unit. Dog shall not weigh more than forty (40) pounds at maturity.
- c. A pet may be walked in any portion of the Common Area excluding the fitness room, lounge, courtyard, garden, and landscaped area, but must be on a leash or hand carried by a person capable of controlling the pet.
- d. If a person is already in the elevator and should object to the entry of the animal(s) into the elevator, the animal and its handler or owner must leave the elevator.
- e. The cost of cleaning and deodorizing any Common Area due to pets' "accidents" is the Owner's obligation. The pet owner is expected to handle removal and cleaning of any "accident."
- f. Patios and balconies may not be used as holding areas for pets for any length of time. No Owner shall place or build any doghouse, shed, screen, fence, or other structure, including "pee pads" or the equivalent on the patios or balconies without the prior express written approval of the Association.
- g. Owners are responsible for violation of these pet rules by their tenants, dog sitters, family members and guests.
- h. Pets are not permitted to run (on or off-leash), play (e.g. fetch), or be regularly exercised in garages or the inner courtyard areas.
- i. Pets must be walked directly from Unit to the exterior sidewalks with pet owners in control the entire time. Owners must control pets when other residents with or without pets, approach in their direction.
- j. No dog whose barking seriously disturbs other Owners or aggressive dog shall be permitted to remain on the Property. Any decision regarding the conduct of a pet

shall be made only after notice to the Owner and the opportunity to be heard before the Board.

**2. Residential Use**

All Units shall be used for residential purposes subject to the following:

- a. A "home office" shall be defined as a small business which creates no additional burden on the Association and is allowed by the City of San Francisco. Such criteria include but is not limited to, regularly scheduled client appointments, excessive mail and/or package delivery, and paid staff. It is the responsibility of the Unit Owner to determine whether his "home office" is allowed under the zoning criteria as defined by the City of San Francisco.
- b. In the event that a Unit is being used as a home office for purposes permitted by law, in no event shall any patients, clients, or other invitees be permitted to wait in any lobby, public hallway or vestibule.

**3. Unit Front Doors**

- a. No direct attachment of camera or any other item to door, walls, light fixtures, door bells.
- b. Original doorbells can be replaced with an electronic security doorbell of the Owner's choice.
- c. No leaving shoes, umbrella, food, trash or recyclables or deliveries outside the Unit's front door.
- d. Seasonal plants or pumpkin (must be placed on waterproof dish) are allowed just outside the Unit's front door. They can up to one (1) month before a holiday and must be removed within one (1) week after a holiday.
- e. Holiday wreaths are allowed from one (1) month before the holiday until two (2) weeks after the holiday. Decorations and battery-operated lights on the door may be displayed during the following timeframes: from October 15th through November 5th; from November 20 through January 15th; and at up to one week before and after a holiday or other event at other times during the year.
- f. No regular or off-season planters, plant stands, plants, food displays shall be placed in Common Area, on outside stairway landings, in hallways or right outside Unit doors.
- g. Items must not be taped or stuck (no command hooks) to door surface, door jambs or adjacent walls and light fixtures.
- h. Residents may display a door mat of their choice.
- i. Residents may not paint or alter the exterior surface or color of the Unit's front door (doors are painted by the Association).
- j. Residents may add an electronic deadbolt directly above the existing mortise lock set. The existing mortise lock set cannot be altered or removed.

**4. Window Coverings**

ALL DRAPERIES OR OTHER WINDOW COVERING USED SHALL BE WHITE, OR OFF-WHITE. If colored, they must be lined with white or off-white liners. Shutter and "Louver" type blinds are acceptable, as long as the exterior sides are also white or off-white in color, including light colored wood, as approved by the Board. The installation of new screens or removal of existing window and door screens are prohibited without the prior written approval of the Board. Any replacement screens must match existing screens in color and material.

5. **Signs**

- a. Each Unit may post one "For Sale" or For Rent" sign that is reasonable in size from the Unit window without prior approval or within the Common Area after obtaining prior written approval from the Board.
- b. No unattended real estate open houses are allowed. Viewing of Units for sale or rent must be by appointment only with attendance by Owner or their agent.
- c. Owners or their agents may not place an "A FRAME" sign in the Common Area except during open houses.
- d. No signs, art, drawings, or stickers shall be displayed in windows, glass doors or front entry doors if such window or door is viewable to Common Area or from the street. Exceptions include one alarm company sticker per door or window up to 6"x6."
- e. "For Sale" or For Rent" signs are permitted only on the bulletin board in the Gym, or dedicated areas on the exterior sidewalks (see management for location details and types of signage). No signs shall be hung from a post or stake placed in any sidewalk cut out.

6. **Planter Boxes**

All live plants in window planter boxes must have solid trays beneath them to collect over water during dry weather. Owners shall be responsible for any exterior damage caused by spilled water.

7. **Storage and Contents Outside of Unit** (Patio, Balcony, and Front Door Landing Area)

- a. No items may be stored on balconies and patios except appropriate patio furniture as approved by the Board, and a reasonable number and size of potted plants in appropriate receptacles. Only typical patio equipment (outdoor tables and chairs), gas grills, and plants are allowed on exclusive use patios and balconies. Vertical storage units over three feet in height are prohibited. Small, outdoor storage chests that double as seating or a table are allowed provided they do not contain any contents that could be used for rodent bedding or food sources and do not rest directly on the surface.
- b. Umbrellas are permitted on open patios; however, such umbrellas shall be closed and placed on the ground when not in use. All items on the patio or balcony must be less than six (6) feet tall. Absolutely no charcoal or other solid fuel grills, barbeques, smokers, pellet burners or open flamed fire pits or fireplaces, clotheslines, bicycles, surfboards, unattended pets, cardboard boxes, solar panels for string lights and/or other decorative lighting, shelving, tools, appliances, ladders, greenhouses or storage of any kind are permitted. No plastic storage bins allowed of any size.
- c. Patios and balconies may never be used as holding pens for pets (no fences, screens, sheds, crates, dog houses, pee pads, artificial or real grass areas or structures allowed).
- d. Carpets or rugs should be outdoor specified and should be significantly less than square footage of the patio/balcony space (no wall to wall, with at least 2-foot distance all around its perimeter and the adjacent fences and walls to prevent damage to the decks and deck coatings, provide adequate drainage and to prevent rodent damage). No artificial turf or grass is allowed.
- e. All planters must be raised off the patio or balcony either with coasters, rollers, or pot feet. All plants and patio objects shall not be placed on patio walls and shall be kept at least six (6) inches away from walls and fences to prevent damage to those permanent surfaces.
- f. Patios and balconies may not be used for beating rugs or carpets, shaking dust mops, nor may any article be draped over the railings. No drying of clothes or household articles by placing on drying racks, fencing, balcony railings or other supports. No

clothesline or other outside drying or airing shall be done on any balcony or in any Common Area. If you have a housecleaner, be sure to make them aware of this requirement.

- g. Any use or placement of rodent traps or bait must be approved by the Association.
- h. Owners shall keep their patios and balconies clear of debris and trash so that they do not attract or harbor pests. Decaying patio furniture or other damaged items must be removed upon request of management. Owners shall keep their balcony/patio drains clear and promptly report any damage to the balcony/patio surface to the Association.

**8. Garage Storage**

- a. No items may be stored on the garage levels at deeded parking areas except for bicycles, bicycle equipment (locks, tools, seats, helmets), foldable metal grocery carts and surfboards. These items can only be stored on and under the provided bicycle racks within the Units' deeded parking areas against the wall.
- b. If a bicycle rack is not installed at the parking area, then any unassigned rack may be used for bicycle storage and are first come, first serve.
- c. Bicycle locks are mandatory and bicycle covers are encouraged.
- d. All items stored in the garage are stored at Owner's risk.
- e. No permanent or temporary storage of boxes, rags and clothes, food or water, furniture, gas or oil cans, plastic bins, cloth carts or seat cushions, any appliances, or batteries is allowed in the garage.
- f. Any hazardous or highly flammable materials will be immediately removed.

**9. Courtyard, Foyer, Stairs and Common Areas Activities**

- a. No sports apparatus (fixed or portable), including inflatable jump houses, shall be placed upon or attached to any portion of the Common Area.
- b. No climbing on top of any fences, railings, and benches within and adjacent to Common Areas.
- c. No drawing with chalk or other paints on Common Area walls, pavers, or cement.
- d. No wheeled conveyances are allowed to be used in the podium area and specifically in the courtyard including, but not limited to, bicycles, tricycles, scooters, wagons, skateboards, roller skates and roller blades.
- e. No radio controlled (RC) toys allowed in courtyard or entry area including wheeled vehicles, airplanes, helicopters, and drones.
- f. No objects shall be left unattended for any length of time in the courtyard and Common Areas including food, trash, recycling, toys, furniture, personal effects, carts, or tools. Any item left unattended will be immediately removed and placed in storage or discarded.
- g. Owners and their guests are prohibited from entertaining in the Common Areas, which include but are not limited to the carpeted hallways, breezeways, entrances, garages, elevators, and stairwells.

**10. Noise**

- a. The established quiet hours are Monday through Friday, between 10 p.m. to 7 a.m. and Saturday and Sunday, between 10 p.m. to 9 a.m.
- b. General noise (including loud conversations, music, group activities or construction noise) that is clearly audible to nearby Units is prohibited during the established quiet hours. This includes all noise generated inside a Unit, on the patios and balconies or in Common Areas which is clearly beyond reasonable levels and which is disturbing to adjacent Units, in hallways, walkways and/or in nearby buildings.

- c. Excessive noise disturbances outside of quiet hours that prevent residents from enjoying the safety, security and quiet enjoyment of their Unit are prohibited. This would include excessive music, noise, conversations, overcapacity of a unit, crowds of unescorted guests inside gated areas.
- d. General construction noise shall be limited to the house of 9 a.m. to 5 p.m. Monday through Friday only. Any construction requiring jackhammers (tile removal from concrete slab) or tools that generate significant "excess noise" for more than 15 minutes at a time requires ADVANCED NOTIFICATION to the manager to allow 24 hours to notify residents. "Excess noise" is only permitted between 10 a.m. to 4 p.m.

#### **11. Right to Lease**

- a. The lease shall be for a period not less than thirty (30) days and shall be provided to the management company at least ten (10) days prior to occupancy by fax to Bay West Property Management at (415) 409-6188 or delivered to the onsite office.
- b. Any lease or occupancy agreement of a Unit shall state that it is subject to the CC&Rs and Rules. The Owners shall remain responsible for any violations by their tenants.
- c. If the Unit to be rented or leased is a designated BMR (Below Market Rate) Unit, the Owner shall comply with the Notice of Special Restrictions recorded on July 1, 1999.
- d. Not less than the entire Unit shall be leased or rented.
- e. No Unit shall be used as a hotel, motel, boarding house, or other transient use.
- f. Obnoxious and repeatedly noisy behavior or repeated violations of the Rules constitute a breach of the lease.
- g. Owners shall provide the Association with an acknowledgment signed by all tenants verifying that the tenants have received and agree to abide by the CC&Rs and Rules.

#### **12. Front Entry Courtyard Parking.**

- i. No parking in front entrance courtyard off McAllister Street beyond 15 minutes. The front entrance is for loading and unloading only (including deliveries and contractors).
- ii. No parking in the manager's parking area during business hours.
- iii. No large trucks for moving or contracting allowed in the front entrance parking area.
- iv. No overnight or extended parking unless permission is explicitly obtained by the manager and a windshield placard is obtained.
- v. Owners may be fined for their cleaners, dog walkers, caregivers and any contractor or vendor parking in the front entry courtyard for more than 15 minutes unless permission from the onsite manager is given.

#### **13. Deeded Parking Area and Resident Vehicles**

- i. Garage parking is only allowed within your deeded parking area. Residents who park in incorrect parking areas are subject to towing at their own cost and for those repeatedly parking outside of their deeded parking areas will be subject to fine.
- ii. All Owners who rent their Unit or parking area must submit a copy of the lease for management's files. Parking areas may only be rented to residents.
- iii. Electric vehicle or bicycle charging is prohibited within the garages and front entry courtyard without prior written permission from the Board.
- iv. Use of electrical outlets inside garages is prohibited and is available only for the onsite manager and all employees and contractors of the Association. Garage outlets are specifically not for charging batteries or battery-operated vehicles.
- v. No vehicle washing, waxing or servicing/repair on the Property.
- vi. No blocking driveways, sidewalks, entrances, or other deeded parking areas.

- vii. No inoperable or abandoned vehicles can be left in a parking area for more than sixty (60) days without prior Board approval.

#### **14. Bicycle and Motorcycle Parking**

- i. Any vehicle or combination of vehicles shall not extend beyond the deeded parking area's dimensions as shown on the painted white lines. The depth is 17.0 feet for parking areas "P-95," "P-96" and "P-118" to "P-120", 17.5 feet for parking areas "P-3" to "P-5" and "P-54" to "P-56"; 18 feet for parking areas "P-1," "P-2," "P-6" to "P-14," "P-52," "P-53," "P-57" to "P-83," and "P-136" to "P-153"; and 20 feet for parking areas "P-15" to "P-51," "P-84" to "P-94," "P-97" to "P-117," "P-121" to "P-135," and "P-154" to "P-171" as shown on the Condominium Plan.
- ii. Owner's bicycles are to be stored in the garages either in a bike rack assigned to your deeded space or at any open rack not located in front of a deeded space.
- iii. Visitors may use the bike racks located in the front entry courtyard near the building entrance. No overnight bicycle parking is allowed at these racks. Bicycles parked for more than 24 hours may be removed by management and placed in storage.
- iv. Motorcycles will be allowed to park in the front entry courtyard only in a designated parking area delineated by white lines.
- v. No motorcycle parking in other locations on the Common Area property including sidewalks and walkways.
- vi. Motorcycles are to be parked in your assigned deeded parking area only. If

#### **15. Move In/Out**

- i. All moves must be authorized by onsite management including both commercial movers and personal moves involving multiple items moved with dollies or other wheeled device.
- ii. Deposits and Saturday move fees (if applicable), must be provided before a move can be authorized. No moves will be authorized for Sundays. Deposits and move fees can be by check, cashier's checks, or cash.
- iii. Management must be notified of ALL moves in and move out and be provided with a certificate of insurance from the mover. It is a violation to not notify management prior to the move. The move path will be inspected before and after the move and any damage will be documented and assessed to the Owner responsible.
- iv. It is a violation to not follow moving procedures and instructions, which include leaving the property unsecured and unattended, unscheduled moves, no moves on Sundays, and no use of elevators without reservation and padding placement. Additionally, the onsite manager will show where trucks can be parked and what path movers may take from the street to the Unit.
- v. No moving vans, trucks or vehicles shall block the front entrance or garage gate nor can they park on streets other than McAllister. No moving trucks shall be parked inside the front entry (height and weight restrictions).
- vi. No unauthorized moves through the building's front doors and front lobby.
- vii. All costs to repair damage to Common Area as a result of a move shall be taken from the deposit and any excess billed directly to the Owner responsible.

#### **16. Delivery of Furniture, Appliances and Large Items**

- i. The onsite manager must be informed of all furniture, appliance and large item moves, particularly if the item will be moved by a dolly or other wheeled device, if the use of an elevator is required and if the delivery truck will require instruction on where and how to park.

- ii. Onsite manager may require a certificate of insurance depending on the type and scope of delivery.
- iii. No furniture, appliances or large items may be moved through the lobby entrance or lobby unless approved by the onsite manager.
- iv. No furniture or large items may be delivered until the padding is placed in the elevators.
- v. No parking of delivery trucks inside the front entry (note height and weight restrictions).
- vi. No temporary storage of the delivery outside of the destination Unit unless prior permission has been given (in the case of a renovation where materials may need to be stored on the patio or balcony).
- vii. Residents must be available to accept delivery and guide delivery to the Unit during business hours Monday through Friday (no unattended deliveries).
- viii. Saturday deliveries may require an additional fee depending on the type and scope of delivery.

#### **17. Garbage, Refuse and Recycling Disposal**

- a. All posted trash and recycle signage should be read and followed to properly dispose of all waste items. Disposal of an item in a manner not outlined in the signage is considered a violation. If unsure, ask management how to dispose of any item.
- b. All trash (defined by the posted signage) that should be thrown in trash chutes must be bagged, must fit the opening of the chute, shall not be hazardous or toxic (no paint or solvents) and cannot be otherwise disposed of in any blue, green, or orange recycle bin.
- c. Any unbagged or oversized trash or items prohibited from being disposed of in a trash chute which results in a clogged chute is a violation.
- d. Any Owner's contractor, cleaner or vendor who disposes their waste anywhere in or on the Property is considered a violation. All contractors, cleaners or vendors must dispose of waste offsite.
- e. All cardboard boxes must be flattened: boxes smaller than a shoe box (14"x5"x10" or less than 0.5 cubic feet) must be flattened and placed in blue recycle bins and boxes larger in size, flattened and placed in the grey cardboard dumpster on B-Level near the central elevator. No un-flattened boxes may be disposed of anywhere on the Property nor can you place cardboard boxes filled with recyclables in the blue bins (boxes must be emptied and flattened).
- f. All kitchen scraps, plants and soiled paper must be placed in the green bins at the front entrance. Only BIODEGRADABLE plastic or food-stained cardboard can be placed in the green bins.
- g. All batteries to be placed orange battery bin located in the package room with button batteries faces coated with clear tape.
- h. All fluorescent lamps and compact fluorescent lamps (CFL) shall be placed in the clear bin located in the package room. Oversized linear fluorescent lamps (larger than 24 inches) should be brought to the manager's office. LED lights and incandescent and halogen lights are all considered regular trash.
- i. All oversized trash that will not fit within a trash chute but is still allowed to be disposed of at Petrini, shall be brought to the attention of the onsite manager who will instruct how and where to dispose of the items.
- j. Dumping oversized trash anywhere on the Property or the sidewalks without notifying the onsite manager will be considered a violation and subject to a fine.
- k. All electronics, furniture, mattresses, appliances, and large items must be disposed of by individual residents by calling Recology for a pickup (see Petrini website) and placing items on the sidewalk to the east of the main parking entrance off McAllister.

- l. Owners can hire trash removal services for items in their Unit. A vendor's certificate of insurance must be provided to the onsite manager and a move form must be filled out in advance. If elevators are to be used, they must be padded. Owners must escort all trash removal services into and out of the Property (no unattended gates).
- m. No temporarily storing trash or recyclables outside of a Unit's front door or on balcony or patio for any duration.
- n. All household garbage must be bagged and securely tied in leak proof containers before disposal into the trash chute or taken to the trash room. This is required to protect hallway carpeting and pavers.
- o. Volatile or flammable materials are not to be disposed of by placing them in the garbage chutes or elsewhere on the Property. Search for local recycling locations to dispose of these items.
- p. Garbage chutes shall be used only at reasonable hours of the day and night in consideration of Units located near them. They may be used between the hours of 8 a.m. and 9 p.m. daily.
- q. Installation of trash compactors in the Units is not permitted as the compacted garbage can cause damage to trash equipment due to the velocity of the fall in trash chutes.

#### 18. **Miscellaneous**

- a. **Insurance.** The Board highly recommends that all homeowners have a HO-6 policy and all renters have an HO-4 policy to protect your personal belongings and to cover any other liabilities resulting from a claim or damage on the property. Owners may be responsible for the Association's deductibles when a claim is filed against the Association's policy (note in 2024 the deductible is \$100,000). Owners may also consider their individual earthquake policy because the Association does not maintain an earthquake insurance policy.
- b. **Elevators.** If you should happen to be in the elevator when it malfunctions, DO NOT PANIC. All elevators are equipped with emergency telephones. The telephone will connect you directly with the elevator service contractor's emergency call center, who will get service personnel to correct the problem immediately. HELP WILL ARRIVE IN A MATTER OF MINUTES.
- c. **Liability of Association.** The Association shall bear no responsibility for any articles delivered to, or left with, any employee or service provider. Further, the Association shall not be responsible for any articles intended for delivery to a resident, delivered to or left in the Common Area. NO BAILMENT IS EXPRESSED OR IMPLIED IN SUCH INSTANCES.
- d. **Liability of Owner.** The Owner of each Unit shall be liable to the Association for all damages to the Common Area, or improvements thereon, caused by such Owner, guest of such Owner or any occupant of their Unit.
- e. **Carbon Monoxide Detectors.** Owners shall be responsible to provide, test, and maintain carbon monoxide detectors in their Units. Please reference California's carbon monoxide poison prevention laws for additional information.
- f. **Towing.** Please observe the California Civil Code parking sign restrictions posted at the entrance.
  - i. If a vehicle is parked in a fire lane or is encroaching into, or completely parked in, another Owner's deeded parking area, that vehicle can be towed, at the offending vehicle owner's complete expense, after proper notification.

- ii. Vehicles parked on the white lines separating parking areas may be subject to towing at the vehicle owner's expense. Be courteous and park correctly.
- iii. Parking in any garage is at the vehicle owner's own risk for vandalism and theft.
- iv. Help us protect the Property and prevent crime by monitoring strangers in the garages. CALL THE LOCAL POLICE IF YOU SEE ANYTHING SUSPICIOUS.

**g. Property Access.**

- i. Access entrance fobs are available from the onsite manager in the Petrini office. If you lose or damage your access fob, you will be charged the going rate for a new fob (see FEES). The cost can be applied to your Association account with Bay West Property Management. There is a limit of (4) total active fobs per Unit for security purposes.
- ii. Creating unauthorized copies of fobs is prohibited and considered a violation.
- iii. Providing fobs to anyone not residing at Petrini, without first registering the fob number and the name and relationship of the person receiving it, with the onsite manager is a violation. All fob serial numbers must be readable and registered so that the onsite manager can disable it should the fob be lost. If the fob serial number cannot be verified, the Owner will be required to purchase a replacement.
- iv. No Owner, resident or their workers (dog walkers, cleaners, contractors, etc.) can mount and use a lockbox anywhere on the Property including gates, Unit front doors, sliding glass doors, and any other publicly accessible areas.
- v. Only licensed real estate agents actively selling a Unit may request to mount a "professional" lockbox in the location designated by the onsite manager (gate next to the office). Each lockbox must be discreetly labeled (no identifying information about the specific Unit number). The only contents allowed are a traceable and registered fob and an unlabeled Unit door key. No Common Area property keys are allowed.
- vi. There is a front entrance callbox that contains the names of residents. A resident may request that their last name and first initial be placed into the call box. The resident's phone number (not shown on the panel) will be used to dial the resident who can use the "buzz in feature" to allow entry to known people. It is a violation to "buzz in" any delivery person (food, packages, etc.).
- vii. All visitors who use the callbox to communicate with a resident must be met at the building's front door and escorted to the Unit (no "buzzing in"). Exceptions are for relatives, close friends and anyone familiar with the resident and the location of their Unit (prior visits).
- viii. All deeded parking areas are allowed a garage gate access device (remote "clicker" or access card). The devices are coded specifically for each garage. "Clickers" have a battery than can be replaced by the Owner. Should the device no longer work, a replacement device can be purchased from the onsite manager.
- ix. The Package Room, Common Room and Gym all have keyless punch code locksets installed. The individual codes for each room are considered confidential and should only be shared with a resident's household members. It is considered a violation to reveal the code to anyone else outside of your Unit,

including dog walkers, cleaners, contractors, delivery persons, and personal trainers. The exception to this is for your real estate agent should you be selling your Unit. Occasionally, management will change codes for security purposes and all residents will be informed of the changes.

- x. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways shall not be obstructed or used for any purpose other than ingress to and egress from the Units and when not in use must be kept locked and secure.
- xi. Any entrance to the Property which has been purposely propped or left open (while moving or for deliveries) and left unmonitored for any amount of time will be considered a violation subject to hearing and fine.
- xii. No article, including but not limited to, garbage cans and bottles shall be placed in any of the halls, staircases, landings, and elevator, nor shall any fire exit be obstructed in any manner.

## **GYM POLICY**

The Gym is located on the first floor near the main entrance and is for the exclusive use of residents and their guests. The hours are from 5 a.m. to 11 p.m. and are subject to change at the discretion of the Board of Directors.

All residents who plan to use the Gym must sign the Waiver of Liability, included in the Petrini Place welcome packet and available at the management office.

1. A parent or guardian must be in direct control and supervision of all children under the age of 16. Adults must abide by all regulations concerning children pertaining to the Gym.
2. All participants using the Gym must wear proper attire and shoes. Owners and tenants are responsible for the appropriateness of attire and conduct of their guests.
3. Participants must bring their own workout towel to the Gym.
4. All equipment must be cleaned after use with the supplied disinfectant wipes and placed back in the correct location for the next person to use.
5. All equipment must be handled professionally and used as intended. For any items such as free weights, these items must be placed gently and quietly to the ground and not allowed to drop or slam and make noise.
6. The Association is not responsible for lost or stolen personal items.
7. Animals and wheeled toys (i.e., rollerblades, skateboards, scooters, etc.) are prohibited at all times.
8. No smoking, food or beverages (except water in a plastic container) is allowed in the Gym at any time.
9. Guests may use the Gym only when accompanied by a resident, who may have up to two (2) guests in the Gym at any one time.
10. No audio devices shall be used without personal headphones.
11. Each piece of equipment may be used for only 1/2 hour at a time and may continue to be used only if no one is waiting.
12. Disrupting or interfering with the workout of another resident is not allowed. Respect the rights of others by using courteous and appropriate behavior. Profanity is not allowed.
13. The Gym is to be an odor free room. Please do not wear after shave, perfume, and observe personal hygiene norms by showering regularly, wearing clean clothing and using deodorant.

14. When leaving, please turn off the lights, television and the air conditioning unit.
15. There is a restroom inside the Gym that residents and guests may use. This restroom is also used by staff. Please keep the restroom clean and orderly. Notify management if any supplies need to be restocked in the bathroom or Gym.
16. There is a bulletin board in the Gym. Residents may post notices (no larger than 8.5x11 inches) for the purpose of advertising. All notices must include the person posting, their contact information and a date the notice was posted. Notices posted for over thirty (30) days or those that do not meet the requirements above may be removed by management.
17. In the event that the Board decides to close the Gym temporarily for any reason including maintenance and health code reasons, it will be considered a violation for any resident to use the Gym until the Board determines it should be reopened.
18. There is free WiFi available in the Gym. Passwords will be provided by the onsite manager.

Personal trainers may work with a resident in the Gym but must have at least \$1 million liability insurance coverage naming the Association as an additional insured interest. A certificate of insurance (COI) evidencing the coverage must be on file with the onsite office. Proof of renewal of policy must be filed at the appropriate time, and the liability waiver must also be signed and submitted with the above documentation.

Trainers must comply with these Rules. Personal training in the Gym cannot be performed in a way that prohibits or limits use by other residents.

### **COMMON ROOM POLICY**

The Common Room (formerly the Club Room) is located on the first floor near the lobby elevator and are reserved for the exclusive use of residents and their guests. Available hours are from 7 a.m. to 10 p.m. Monday through Friday and from 9 a.m. to 10 p.m. Saturday and Sunday (usage hours follow quiet hours) and are subject to change at the discretion of the Board of Directors. Monday through Friday. Common Room hours can be extended and start at 5 a.m. under the condition that the room is used for personal use (one-person, work-related activities) where there will be no conversation or noise generated that will disturb adjacent Units.

1. Use of the Common Room is on a first come, first served basis and requires a reservation that can be made through an online available form (on the website), filled and sent to the onsite manager for approval. Only once the onsite manager approves the time and date can the room be considered "reserved" for use. If anyone is in the room when the reservation starts, the party that has the reservation takes priority and the party without a reservation must vacate. No deposit is required to reserve the room.
2. The Common Room can be set up in a variety of table and chair configurations. Please let the onsite manager know during your reservation request and we will try to accommodate your request.
3. The entrance door to the Common Room must remain closed when in use as there are adjacent Units that should not be disturbed. The emergency exit from the Common Room into the Package Room must ALWAYS remain closed and accessible. Likewise, the closet door in the Common Room shall not be blocked and remain fully accessible during the room's use.
4. There are amenities in the Common Room that can be used but all must be turned off after use including the air conditioning unit, fireplace, lights and all blinds should be in the down position.

5. The Common Room must be left clean and in the state in which it was prepared. No trash shall remain and any stains or messes shall be cleaned. If there is any trash that remains and if the room requires cleaning beyond normal preparation, the party that reserved the room will be charged a cleaning fee.
6. Leave all tables and chairs in the state that they were set up. Do not break down tables and stack chairs.
7. It is prohibited to temporarily remove or replace any artwork or to tape, staple or pin anything to the walls or ceilings including art, decorations, ribbons, flyers, etc. Any surface or object that is damaged as a result of not following these directions can result in replacement or repair costs to be assessed to the Owner who made the reservation.
8. There is free WiFi available in the Common Room. Passwords will be provided by the onsite manager.

### **PACKAGE ROOM POLICY**

The Package Room is located on the first floor off the lobby and is for the exclusive use of residents and their guests. It is accessible 24 hours, daily and is fully self-service. The purpose of the Package Room is to provide a centralized and secure location for residents to retrieve packages, food box deliveries, USPS mail flyers and newspapers, to drop off select return packages for pickup (see posted signage) and to dispose of small batteries and small fluorescent lamps for recycle.

1. Only residents have the door code to enter into the Package Room from the lobby. You may not share this code with any other resident. If a resident does not recall the code, they must ask the onsite manager.
2. When entering or exiting the Package Room, you must not allow anyone in the lobby that you do not know into the Package Room. Any residents entering the Package Room must know the code and enter it into the lockset to gain access. Letting an unauthorized person into the package room is considered a violation.
3. Some delivery services do have their own door code that allows them to access the Package Room delivery door (located off the entrance courtyard). If a delivery service has this door code, they can enter freely but when exiting they must secure the delivery door before leaving the Property. If you see the delivery door open or ajar at any time, residents must close it. Typical delivery services with delivery door codes include FedEx, UPS and USPS. DHL, Amazon and food box delivery services do not receive codes. Amazon drivers do have access to enter the main front entry door and will usually leave packages in the lobby after business hours.
4. For delivery drivers with packages and food boxes who do not have codes to the delivery door, they can use the delivery door call box to gain entry during business hours. Otherwise, they must use the building's front door call box and dial the recipient to come out and retrieve their package.
5. If a delivery person (with packages) asks to enter the room, you may allow them entry provided that:
  - a. You do not share the door code and when entering the code, shield the keypad from their view.
  - b. You allow them to enter and stay until packages have been dropped off and you watch the person exit the Package Room and then the front entrance to exit the

secured part of the Property. At no time can anyone you let into the Package Room be left unattended (no exceptions).

6. All residents must confirm that the Package Room door is closed and locked when leaving.
7. Residents must confirm the package label and Unit number before leaving with their package.
8. Oversized packages are removed from the Package Room and stored in the Maintenance Room. There is a white board inside the Package Room that shows the Unit number and date the package was moved to the Maintenance Room. Maintenance Room packages can be retrieved during business hours (see onsite manager) or from 9 p.m. to 10 p.m. daily (bring photo identification) by requesting access from the security guard.
9. Return package shelf is self-service with no guarantee of pickup.
10. For critical or expensive packages, it is recommended that they should be delivered to a more secure location.
11. The Association, Board and management are not responsible for tracking or for signing for your packages and are not responsible for theft, misplacement or damage.
12. It is recommended to use carrier APPS to track your shipment and to retrieve it immediately from the Package Room once delivered. This prevents theft and misplacement and leaves more space for subsequent deliveries. Retrieving your packages quickly during the holiday season is especially recommended.
13. If your package is too heavy, you may borrow a dolly from the Maintenance Room during business hours or from security 9 p.m. to 10 p.m. daily (bring photo identification).
14. The Association does not offer any concierge services or delivery of packages to your Unit doorstep. Onsite management will organize, label and shelf deliveries throughout the business week. We are not responsible for mislabeling or if the package is placed in an incorrect location.
15. Only inform management if you feel there has been a package that was stolen or if you are missing multiple packages. Although we are not responsible for your loss or damage, we can track and investigate patterns.
16. Packages not retrieved for over thirty (30) days may be moved to more permanent storage to maintain available space.

## **MAILBOX POLICY**

There is one mailbox per Unit and they are located in the lobby. Each mailbox is opened with a key that only residents have. No spare keys are kept by management or the USPS.

1. If you lose your mailbox key, the onsite manager can replace the lock and provide you with a new set of keys. The cost of the keys, lock and installation will be assessed to your Unit account. Only owners may request a new set of keys and lock by email to the onsite manager.
2. The Association will only supply an original pair of keys to the Owner. Any copies must be obtained by the Owner.
3. If you leave your mailbox partially open (but locked) or fully open by accident, as the Association does not keep spare or master keys, we cannot secure your mailbox. Please regularly check that you are properly closing and locking your mailbox.
4. If you will not be retrieving your mail regularly due to travel, please put a hold on your mail through the local post office. The Association does not retrieve or store mail for any period of time for residents.

5. Any package that does not fit within the space of your mailbox will be delivered to the Package Room. The Association no longer uses the USPS package boxes in the lobby.
6. If you receive mail that is incorrectly addressed or is for someone no longer living in your Unit, you may place the mail in either of the two plastic bins located on the walls adjacent to the mailboxes. The onsite manager will sort these and return them to the mail carrier.
7. Two stainless steel mail recycling bins are located in the lobby under the staircase. These bins are for unwanted mail only (no trash or cardboard).

## **REMODEL POLICY**

When an Owner remodels portions of their Unit that require alterations of the existing plumbing pipes inside Common Area walls, then going forward from the renovation date, the Owner (and subsequent Owners) will be responsible for any repairs and damages resulting from leaks originating from the new portion of plumbing (waste/drain, hot and cold supplies and the associated plumbing between the connection from the Common Area pipes to the Owner's drains, angle stops and shower and bath plumbing components).

Also, if an Owner changes anything in the Association's Common Areas, they are fully responsible for the cost of changes and for any requirements including permits that may be needed to complete the work.

Any Owner who alters the Common Area or installs an electric vehicle charging station must record a hold harmless agreement against the Owner's Unit to indemnify the Association and to make the Owner and successor Owners of the Unit cover future damage or injury arising out of their alteration.

## **SCHEDULED WATER SHUTDOWN AND COORDINATED PLUMBING REPAIR POLICY**

The Association consists of four (4) main residential buildings with a total of 134 Units. All Units are directly connected to the same HOT and single COLD water supply lines. Any individual Unit cannot isolate itself from the main water lines as there are no "individual Unit" shut off valves. As a result, when a single Unit needs to perform a repair which necessitates stopping water flow into the Unit, the entire Property must be shut down and drained. This is an unfortunate inconvenience to everyone but is a consequence of the Property's plumbing design.

The policy for water shutdowns has changed over the years. Current guidelines for any plumbing work requiring water be stopped inside a Unit:

1. All plumbing maintenance and renovations inside a Unit (interior shared walls) are the responsibility of the Owner (including shower controls and washing machine water valve).
2. For emergencies, water can be temporarily stopped without notice (although the onsite manager will endeavor to communicate as much as possible given the specific circumstances).
3. For Owners renovating their Units or needing more immediate and critical repairs to facilitate installation of appliances where the angle stop is not working, when a single bedroom bath/shower no longer provides hot water or other urgent repair that requires the water to be stopped, they will all be given priority in terms of dates and frequency. However, it is best to have as many additional Units participate as possible to reduce frequent shutdowns.

4. For preventative maintenance and non-critical repairs, Owners will notify onsite management who records requests and waits until three (3) to five (5) Units are on the list before a shutdown is scheduled.
5. In general, a maximum of one shutdown per month is allowed. Onsite management tries to limit the shutdown hours between 10 a.m. (water off and then drain the Property) and 2 p.m. (all water restored). Shutdowns are only allowed on Tuesdays and Thursdays. There are occasional exceptions to these Rules.
6. Owners can hire their own plumber directly, but their plumber must arrive by 9:45 a.m. on the shutdown day, they must check in with the Association's onsite manager (and provide a cell phone number) and they must start work once the water is drained in the Unit. They must also stay on the Property until the water is restored and their work inspected for leaks. If there are no leaks, they must do a final check-in with the Association's onsite manager to inform them of their departure and then they can leave. Most Owners do not hire their own plumber as it is difficult to have them here at a specific time and Owners do not want to pay for plumbers to sit after they finish work and while we restore the water supply. On rare occasions where the Association has turned the water off to address a repair with a leak, this extends the time an Owner must pay the plumber.
7. In the past several years, a preferred option was for the onsite manager to manage the list of Unit repairs, to coordinate a preferred licensed plumber to arrive on time, perform all scheduled work, inspect it and then once they depart, supply the Association with a single invoice. The onsite manager then divided the labor and parts costs and notified each Unit of their amount due. The Association also stocks and supplies, at cost, shower cartridges and washing machine valves to Units needing these repairs. Both supplying stock parts and coordinating the plumbing repairs has saved time and money for those residents participating and for the Association.

We will continue to coordinate and schedule repairs using the Association's licensed plumber. However, for each Unit participating in the water shutdown and using the Association's licensed plumber for repairs, they will receive a bill directly from the plumber. This will provide greater transparency to each participant to see the direct costs of parts and labor and for any follow up repairs or warranty issues, the Owner can contact the plumber directly. For parts supplied by the Association (washer valve or the shower cartridge), the Association will continue to bill the Unit's account for the amount of the part, separately from the plumbing bill. Since the Association is only purchasing the valves for the Owner's convenience and supplying them to the Owner at cost, the Association cannot take any responsibility for failure of the valves or any workmanship involved in the installation. If this is not agreeable, Owners are free to purchase their own valves or work with their own plumber of choice.

For Owners who desire to hire their own plumber to work during a scheduled water shutdown, they must still follow the rules. However, if their plumber leaves the property before water service is restored and their work is inspected, and there is a leak requiring a second shutdown, that Unit will pay a penalty to cover the cost of additional water shutdown.

## **PARKING POLICY**

All the parking areas in the garages are "deeded" to individual Owners.

1. Only a motorized vehicle may be parked in the designated parking area or stall. No boats, recreational vehicles (RVs), trailer or "oversized" vehicle that extends past the parking white lines or that prohibits normal traffic flow in the garage.
2. No items may be stored in parking areas on the garage levels except for bicycles, which are allowed to be stored only on the provided bicycle racks within deeded parking areas, bicycle-related hardware, and foldable metal grocery carts. Surfboards may be stored vertically and adjacent to the bicycle rack if secured, so as to not fall on adjacent vehicles.
3. No Owner shall grant or transfer privilege to park in any deeded parking area, by rental, lease, or otherwise, to any non-resident. This poses security risks and subjects the Owner to a fine.
4. No "inoperable or abandoned" vehicles may be left in a parking area for over sixty (60) days without prior Board approval.
5. An Owner must provide management with a copy of the parking agreement along with the lease agreement immediately upon renting the Unit and the length of the parking term must coincide with the lease agreement.
6. Garage door openers are provided for a fee (see FEES) if lost or damaged. They can be provided by the onsite manager and charged to your Association account.
7. The parking area located at the front of the development on McAllister Street is a 15-minute loading and unloading only zone. This area is for deliveries and service vendors on a short-term basis only. Residents are not to park in this area in excess of 15 minutes. All vehicles parked longer than 15 minutes in this area shall be recorded by management or security and a notice shall be placed on the vehicle. Vehicles shall be towed at owner's expense upon second violation in the temporary parking area.
8. No parking in the manager's space in the front entry area during business hours.
9. No vehicle washing or waxing is permitted in your deeded parking area in the garage.
10. No vehicle shall be parked, such as to block the driveway or any entrances.
11. No vehicle shall be parked on or across a sidewalk or pathway.
12. Any unique or individual situation MUST be presented to the Board of Directors for their approval or ruling in writing prior to any action being taken. An example is if any Owner requires the use of a disabled parking space that is not currently deeded to their Unit. Parking area swaps can be facilitated and approved by the Board.
13. All vehicles entering or exiting the garages must stop their vehicle just after entering or exiting and verify no one on foot or in a vehicle follows them (tailgating) in before the gate closes. Only after confirming the gate has closed completely and that no one has entered the garage by tailgating, can one proceed from the entrance area of the garage. If residents see someone has followed them into the garage or entered the garage before the garage gate closed, they should call the Association security, Association onsite manager or the police immediately to report the situation.
14. If a resident drives away before the gate is fully closed and a non-resident enters and does damage or harm to persons or property, the resident who did not wait for the gate to fully close will be liable for all damages and be subject to a fine.

## **ENFORCEMENT**

Any violations of these Rules shall subject the Owner to a fine after notice and hearing pursuant to the Association's Enforcement Policy and Schedule of Fines.