



***CITYFRONT TERRACE
HOMEOWNERS ASSOCIATION***

**RULES AND
REGULATIONS**

TABLE OF CONTENTS

INTRODUCTION	Page 2
CHANGES IN RULES AND REGULATIONS	Page 2
ENFORCEMENT	Page 2
VIOLATION PROCEDURE	Page 3
FINE SCHEDULE	Page 5
DELINQUENCY POLICY	Page 5
DESTRUCTION OF PROPERTY	Page 8
ANIMALS / PETS	Page 8
ARCHITECTURAL REVIEW	Page 10
ARCHITECTURE	Page 10
BUSINESS CENTER	Page 11
CITRUS ROOM RULES	Page 12
CONFERENCE ROOM RULES	Page 14
DISTURBING NOISES AND NUISANCE	Page 14
DOORS, GATES AND SECURITY	Page 16
ELECTION & VOTING	Page 17
ELEVATORS	Page 27
FITNESS ROOM	Page 27
GUEST SIGN IN PROCEDURE	Page 28
INSURANCE	Page 29
MAIL AND PACKAGES	Page 30
MISCELLANEOUS	Page 31
MOVING / DELIVERIES	Page 32
PATIOS AND BALCONIES	Page 34
RENTAL REQUIREMENTS	Page 35
SALES AND OPEN HOUSES	Page 37
SOCIAL EVENTS	Page 38
STORAGE	Page 39
SWIMMING POOLS AND SPA	Page 39
“TIPPING POLICY”	Page 41
TRASH	Page 42
VEHICLE, VALET AND PARKING REGULATION	Page 42
SAFETY AND EMERGENCIES	Page 46

GENERAL RULES AND REGULATIONS

INTRODUCTION

The information contained herein is issued by the Board of Directors has authorized by the governing documents of the homeowners' association. This is a **supplement** to the **CityFront Terrace Homeowners Association CC&Rs and Bylaws**. In the event of any conflict between these Rules and Regulations, and the aforementioned documents, the provisions of the CC&Rs shall prevail.

The Rules and Regulations are intended as a guide for the conduct and activities of all homeowners, tenants, residents and their guests. Each homeowner or resident living within the Community and using the facilities is entitled to maximum pleasure without annoyance or interference from others.

The Association falls under the jurisdiction of the City of San Diego and the State of California, and all ordinances and codes apply. Each condominium shall be used for residential purposes only.

CHANGES IN RULES AND REGULATIONS

The Board of Directors may, in accordance with the California Civil Code and a 30-day notice, alter, amend, revoke or add to these Rules and Regulations for the preservation of safety and order within the Community, for its care and cleanliness, and for the protection of the Community's assets and reputation. (CC §4360)

ENFORCEMENT

The Association and/or any owner have the right to request enforcement of the Association's Rules and Regulations. Once a resident gives the Board of Directors a written complaint that a rule has been violated, the Board will investigate the allegation and after reasonable and fair consideration take action against the offending resident, including, but not limited to, special assessing, if appropriate, or instituting legal action. However, nothing in this section obligates or requires the Board of Directors to take action against an individual resident. The Board of Directors, in making this decision, will determine the costs and benefits of taking such action.

All homeowners, tenants and guests are required to abide by the established Rules and Regulations. Homeowners are held responsible for the actions of their tenants, guests and other residents of their home. Anyone refusing to abide by these Rules may face corrective action decided by the Board of Directors. The Community Manager, acting on behalf of the Association, has been instructed by the Board of Directors to require the

compliance of persons on CityFront Terrace Homeowners Association property with the provisions of the Rules and Regulations, CC&R's and Bylaws. In case of a violation, the Management Office has been instructed to act as follows:

1. Obtain names and addresses of violators and report to the Board of Directors.
2. Follow enforcement procedure outlined below.
3. Call upon a law enforcement agency for assistance when necessary.

Prior to the imposition of any fine or suspension of rights, the homeowner shall be given notice and an opportunity to appear in person or in writing before the Board of Directors.

Depending on the severity and frequency of the violation and record of the violator, the choice of the enforcement procedure(s) and/or the enforcement remedy utilized may vary.

HOMEOWNERS MUST PROVIDE A COPY OF THESE RULES AND REGULATIONS TO THEIR TENANTS.

THE BOARD OF DIRECTORS SHALL HAVE THE AUTHORITY TO ENFORCE THE RULES AND REGULATIONS, INCLUDING THE COLLECTION OF LEGAL FEES FOR ENFORCEMENT OF VIOLATION OF THESE RULES AND REGULATIONS. ONLY THE BOARD OF DIRECTORS CAN RESCIND LEGAL FEES OR DIRECT THAT LEGAL FEES NOT BE IMPOSED.

VIOLATION PROCEDURES

The following procedures will apply to all violations and infractions of the governing documents and Rules and Regulations. Residents should report violations to the Community Manager, Front Desk or Board of Directors by submitting a written notice describing the violation including the date, time, location and persons involved. The Board of Directors, Community Manager, or committee appointed by the Board should note any violations discovered during walk-through or through personal knowledge of any of its members or representatives. Notices may be submitted in person at the Management Office, through email cm@cityfrontterrace.org, personal letter or via the Rules Violation form on the Management Office page of the CityFront Terrace web site: <http://www.cityfrontterrace.org>.

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

1. A first notice to correct the violation will be sent by the Community Manager via telephone, email or mail. The alleged violator (and owner, if alleged violator is a

tenant) will be given a description of the violation, as well as instructions regarding response to the notice and correction of the violation.

(Revised 4/28/15)

2. If the violation continues, or if the response is otherwise unsatisfactory, the Community Manager will send a second notice to correct the violation. The second notice will notify the owner that a fine may be imposed if the violation is not corrected.
3. If the violation continues or if the response is otherwise unsatisfactory after the second notice, the owner will receive notice of a hearing to consider a monetary penalty or suspension of privileges, and be afforded an opportunity to appear before the Board, either in person or by submitting written testimony. The notice shall be sent at least fifteen (15) days before the hearing date and shall be delivered to the owner personally or by registered mail to the last address of the owner shown on the Association's records. The Board shall give fair consideration to the owner's oral or written testimony in determining whether to impose a penalty. Notification of any discipline imposed shall be sent to the owner within ten (10) days of the hearing. The owner shall have 30 days in which to appeal the decision.
4. If the violation continues or if the response is otherwise unsatisfactory, even after the imposition of a monetary penalty or suspension of privileges, the Board may impose additional or continuing fines and remove privileges until such time as the matter is satisfactorily resolved.
5. If the violation continues, the Board may refer the matter to the Association's legal counsel. If a lawsuit is filed, the homeowner may be liable for the Association's legal costs and fees. Notwithstanding the foregoing, depending on the nature or severity of the violation, the Board may decide to pursue legal action without first conducting a hearing or imposing a monetary penalty or suspension of privileges. In addition, the Board may decide to hold a hearing without first sending violation notices.
6. In situations where the Board, in its sole discretion, determines that the alleged offense is sufficiently serious including, but not limited to, threats against persons or property, dog bites, in progress unapproved architectural modifications, rental terms which do not meet the minimum requirements of the governing documents, or outrageous conduct, the Board may authorize the omission of the "Warning Notice" and proceed directly to a hearing. (Revised 4/28/2015)

FINE SCHEDULE

1. First Violations

Reasonable fines for first time violations will be levied in accordance with the following schedule:

Dangerous/Hazardous Activities (Risk of harm to person or property)	up to \$2,000
Renting for less than the minimum rental period	up to \$2,000
Any violation of the Bylaws, CC&Rs and Rules and regulations of the community not specifically mentioned	up to \$1,000

All fines are per occurrence and at the discretion of the Board of Directors.

All fines are in addition to correction, clean-up, and repair costs or any enforcement assessments.

(Revised 4/28/15)

2. Repeated Violations

Fines for second and subsequent violations occurring within a twelve (12) month period can be up to twice (2x) the amount of the fine for the first violation.

3. Continuing Violations

A continuing violation, that is, one which continues uninterrupted and uncorrected over time, may result in an additional fine of up to \$25 per day at the discretion of the Board of Directors.

4. Special Assessment

The Association may also levy an Enforcement Assessment to reimburse the Association for expenses (*CC&Rs, Article 6.5*).

DELINQUENCY POLICY

Base Assessments are due on the 1st of each month and become delinquent at 5:00 p.m. on the 15th of each month.

All other charges, including but not limited to late fees, interest, collection costs and fines are due as incurred. All assessments, late fees, interest and collection costs are subject to the Delinquency Policy.

Payments received will be applied in the following order: unpaid principal including assessments and special assessments levied in accordance with the Declaration and Civil Code, late fees, collection fees, interest and CC&R's violation fees. Request for special consideration must be submitted to the Board prior to the assessment's becoming more than 45 days past due.

If a dispute exists between an owner and the Association regarding any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and the amount in dispute does not exceed the jurisdictional limits of the small claims court as stated in the California Code of Civil Procedure Section 116.220 and 116.221, the owner may, in addition to pursuing dispute resolution pursuant to California Civil Code Section 5925 et seq., pay under protest the disputed amount and all other amounts levied, including attorney fees, late charges, and interest, if any, pursuant to California Civil Code Section 5650(b), and commence an action in small claims court pursuant to California Code of Civil Procedure Section 116.110 et seq. This will not impede the Association's ability to collect delinquent assessment accounts pursuant to California law.

The following is a schedule that the Association practices on collections:

Late Fees:

A 10% late fee will be applied on the 15th on any past due or delinquent assessment.

Intent to Lien:

An Intent to Lien package is sent to all owners by certified mail once an owner is 45 days delinquent. Currently a charge of not less than \$60 for this service will be levied against the delinquent account.

Notice of Delinquent Assessment Lien:

If payment has not been satisfied upon 75 days or 30 days following the Intent to Lien Letter, a Notice of Delinquent Assessment Lien will be filed against the subject property and charges for its processing and recording will be levied against the account.

(Currently, not less than \$300.00)

The owner of record will receive a copy of the recorded document by certified mail in accordance with California Civil Code.

Release of Lien:

Upon receipt of payment in full, a release of Lien will be recorded. Copies will be sent to all owners of record.

Notice of Intent to Foreclose or a Notice of Impending Lawsuit:

If payment has not been satisfied upon 105 days or 30 days following the Recording of a Lien, then upon the CityFront Terrace Board of Directors' approval, the owner will be sent a certified letter stating intent to foreclose or sue. The delinquent owner will be liable for all fees and costs. Copies will be sent to the owners of record. (The cost of this legal service is not less than \$600.00 plus processing and any other legal fees the association acquires during this process.)

Attorney's Fees or Collection Agents Fees:

If payment has not been satisfied upon 135 days, the account will be referred to the Association's attorney or collection agent. All legal fees and costs of collection will be charged to the delinquent owner.

Interest:

Interest will be charged on assessments, late fees and collection fees at a maximum of 12% per annum.

Dishonored Checks:

There will be a \$25 fee levied against the account plus any bank charges incurred.

If 60-days delinquent, the owners will be notified that they have 10 days to pay in full or appear at a hearing, at which time, the Board of Directors may suspend certain privileges, including but not limited to in-home maintenance service, reservations of the Citrus Room, use of guest valet services, attendance at HOA-sponsored events, certain uses of keycards and voting.

Note: Nothing in this statement shall be construed to limit reasonable access to the condominium, exclusive use storage spaces or exclusive use parking space appurtenant to the condominium.

A member must be in good standing to obtain Maintenance and Valet Guest Parking Services. Management reserves the right to decline fee for services amenities.

If an owner's assessment account is delinquent, the Association may exercise its right to rent assignment pursuant to Article 7.4.1 of the Declaration.

For overnight payments, mail to

Landmark Inc.
9663 Tierra Grande Street #206
San Diego, CA 92126

The Management Office can accept payments Monday-Friday 8:00 a.m. – 5:00 p.m.

DESTRUCTION OF PROPERTY

No activity which would damage, alter, or deface the grounds, walkways, and improvements in the Common Area is permitted. This includes the destruction of grass, shrubs, trees, sprinklers, light fixtures, walls, etc.

In case of partial or total destruction of a condominium or common area, the homeowner shall, in such event, reconstruct it in an expeditious manner in accordance with the original plans and specifications or approved modifications thereof. Concerning the common areas, each homeowner is liable to the Association and shall reimburse it for any expenditures incurred to repair or replace any item damaged by the homeowner, resident, tenant, guest, or any occupant of the homeowner's condominium. Homeowners are responsible for payment of the costs of repairs for all damages to CityFront Terrace property caused by themselves, members of their families, tenants, guests, pets, contractors, sub-contractors, etc. (*CC&Rs, Article 8.4*).

To avoid breakage, common area equipment (i.e., timeclocks, watering systems and common area thermostats) is to be adjusted and set by authorized personnel only.

ANIMALS

CityFront Terrace is a "animal friendly" community. There are rules that have to be strictly enforced to maintain harmony among the residents. New owners moving into CityFront Terrace are highly encouraged to take time for a "Building Orientation" with a staff member to ensure "animal success." No animals, determined at the discretion of the Board, to be dangerous or a nuisance, may be brought onto or kept on the property at any time.

For Units under 1,800 square feet in size, no more than three (3) domestic pets (excluding fish) are allowed per unit, provided that there shall be no more than one (1) dog and two (2) cats. For Units that are 1,800 square feet or larger in size, there shall be no more than (2) dogs and (2) cats per unit. (*CC&Rs, Article 7.6*)

1. All animals must be registered in the Management Office.
2. Tenants are not allowed to have dogs. (*adopted by vote of the membership on 02/11/2013 and grandfathered for tenants leasing before 2/11/2013 CC&Rs, Article 7.6.3*)

3. All animals must be restrained on a leash by a person capable of controlling the animal at all times. Under no circumstances are they allowed to run free.
4. Animal owners are responsible for controlling the noise of their animal at all times.
5. Animals are not permitted in the common areas, including the lobbies, designated resident only elevators, library, mailrooms, Citrus Room, management office, business center, pool/spa areas and fitness center. Residents with animals who enter or exit through the front door must use the ramp located behind the front desk. Residents with animals are not allowed to linger at the front entrance of the property.
6. All guests' animals must be registered at the front desk and the management office prior to arrival. Guests with animals must be presented a copy of the animal rules and their host will be responsible for their guest's animal. Visiting guest animals are not allowed residency after 14 days without a animal application and appropriate approval.
7. Owners shall not permit animals to urinate or defecate on or in any common areas such as flooring, elevators, patios, decks, balconies, sidewalks and non-grass landscaping. Any defecation or urine must immediately be removed and disposed of by the animals owner or caretaker. CFT encourages all owners to have their animal utilize the "pet stops" along the Martin Luther King Promenade.
8. Costs of repairs or clean-up of damage by animals in common areas shall be billed to the unit owner at the current replacement and/or repair cost. This includes carpet cleaning and staff time to clean up after a animal.
9. Animals shall not be tethered, caged or left unattended in the common area or on patios, decks or balconies of a living unit. Litter boxes or dog pads are not allowed on balconies or patios.
10. Unit owners are responsible for any personal injury or property damage by their own or their tenant's animals.
11. No structure for the housing or confinement of any animal or bird shall be kept in an area visible from a neighbor's property.
12. Domestic dogs, cats, birds inside birdcages, and fish in an aquarium holding less than 30 gallons of water may be kept as household pets within any residence provided they are not kept for commercial purposes.

ARCHITECTURAL REVIEW

No interior improvement, modification or alteration may be made without the approval of the Architectural Review Committee. This includes but is not limited to the following:

Flooring (tile, marble, wood, carpeting, etc.)

Moving of non-bearing walls

Draperies, blinds and window coverings attached to the ceiling

Plumbing

Permanent Fixtures

Ceilings

Any other improvement which may impair or alter the structural integrity of the building or the unit.

All contractors, sub-contractors or any other person or business who performs work on or within the project, including the interior of any unit, shall provide proof of , a California State Contractors License (if applicable) and a San Diego Business License (if applicable). Applications, specifications and procedures can be obtained from the Management Office or on the CityFront website at: [http:// www.cityfrontterrace.org](http://www.cityfrontterrace.org)

ARCHITECTURE

1. No outside installation of any type, including, but not limited to radio poles, antennae, flag poles, clotheslines, air conditioning units or other external fixture such as partitions, curtains and screens will be permitted. No balcony, patio or deck covers, wiring, or installation of air conditioning or water softeners, or other machines shall be permitted, nor shall they be allowed to protrude through the walls or roofs of the building. Satellite dishes may not be attached to balcony rail or exterior walls. (*CC&Rs, Article 7.7*)
2. Nothing shall be done in a living unit or in the common area that could impair the structural integrity of any building without the written consent of the Architectural Review Committee. (*CC&Rs, Article 7.7.4*)
3. Construction, alteration or painting of the exclusive use common areas, including patio and balcony areas, is prohibited without prior written consent of the Architectural Review Committee.

4. No articles of any kind shall be draped over the patio or attached to balcony railings including, but not limited to swimsuits, wetsuits, clothing, towels or beach blankets. (See Management for proper display of flag.)
5. Screens on windows and sliding doors must be kept in good repair.
6. Window coverings shall not conflict with the building architecture. Except during construction, no temporary window coverings including sheets, paper or substitute materials are allowed. (*CC&Rs Article 7.25*) Window coverings must be white, bronze, cream or black to the outside. Non-reflective window film with no visible color is acceptable for installation subject to specifications approved by the Association's Architectural Review Committee. The film must be repaired or replaced if blistering, peeling or bubbling occurs at any time.
7. No structural alterations to the interior of or common area surrounding any unit shall be made, and no plumbing or electrical work within any bearing or common walls shall be performed by any owner without the prior written consent of the Architectural Review Committee. (*CC&Rs Article 7.23*)
8. No waterbeds shall be permitted in any condominium. Aquariums or other water containers are restricted to a capacity of thirty (30) gallons or less. (*CC&Rs Article 7.20*)

BUSINESS CENTER (adopted 6/23/2020)

The Business Center is for noncommercial use by residents only. The following rules apply in order to maintain the equipment and make this an enjoyable amenity for everyone:

1. Hours of use will be 6:00 a.m. to 10:00 p.m. daily.
2. Computers must remain turned on; simply exit all programs.
3. Loading additional programs or personal information is prohibited.
4. Any moving of the equipment is prohibited.
5. Food and beverages are not allowed in the Business Center.
6. Limit use of computers to 30 minutes when others are waiting.
7. The facsimile (fax) machine in the Business Center is not a confidential or a monitored facsimile machine. The current number to the facsimile is (619) 234-0542.

8. Please leave the Business Center clean and tidy when you are finished.
9. Be courteous and considerate of others. Audio, video games and unruly nuisance-like conduct is prohibited.
10. Refrain from using the Business Center after gym, pool or spa use.
11. All owners will be held responsible for any damage to the Common Area or Common Area Equipment that they, their tenants, guests, invitees, etc. cause. (CC&R's, Article 8.4.1)

CITRUS ROOM RULES

The Citrus Room can be reserved by current CityFront Terrace residents only. The resident booking the room must be present throughout the event. Be courteous and respectful of all equipment and furnishings, and always leave it in the same condition in which you found it. Residents are responsible for their guests and their actions. All applicable State, County and Local Laws and Ordinances must be obeyed.

1. Owners must be a member in good standing in order to reserve the Citrus Room.
2. The Association has the right to refuse the use of the Citrus Room for any party or gathering.
3. Reservation dates will not be considered or confirmed until a deposit and application have been accepted by the Management Office.

The deposits are as follows:

- \$125 deposit for parties with 1-25 people
- \$200 deposit for parties with 26 – 50 people
- \$275 deposit for parties with 51 – 70 people

Community events are exempt from deposit requirements.

Community events include HOA-sponsored events or privately sponsored events at which all CityFront Terrace residents are welcome.

The Management Office will issue the refund after the post event walk-through with a Front Desk Staff member, provided there is no damage discovered.

If extra cleaning is required and costs more than the deposit, the cost will be billed at \$35 per thirty minutes and charged on your monthly statement. If property is damaged beyond the amount of the deposit, the host/owner will be responsible for all costs.

4. Reservations for private parties are not permitted more than six months in advance.
5. Units are permitted to have two (2) events per month with the exception of December, in which only one (1) event would be permitted. An Internal waitlist for additional bookings/parties will be held in the management office for those desiring to exceed their permitted usage.
6. 48-hour notice is required for cancellations. If notice is not provided then a cancellation fee of \$25 will be deducted from the deposit.
7. The contents and furnishings of the Citrus Room are Common Area property, so please take care of all the equipment. Report any damage or breakage to the Management Office.
8. For your own protection, a pre-party inspection by a Front Desk Staff member is required to ensure that existing damage is not assessed to the person making the reservation.
9. Occupancy is limited to 70 people per party. Party preparation time may be arranged. Reservations are restricted to the following hours for private parties: 9:00 a.m. to 12:00 a.m.
10. No general invitation parties may be given. Guests must be known to the party giver. Resident must provide a guest list to the Front Desk. Names not on the list will not be admitted.
11. If music is included in the party plan, it must not create a nuisance to any resident.
12. The Citrus Room may not be used for any individual's regularly scheduled activities. Gambling or other illegal activities are not permitted.
13. At time of reservation, the owner may request and pay for additional valet service. Otherwise, on the day of the event, valet parking may not be available.
14. Any person under the age of 18 must be accompanied by an adult.
15. If assistance is required in setting up or breaking down an event, please obtain a work order through the management office. This is considered to be service for a fee, and standard maintenance charges will be applied to the owner or deducted from the deposit.
16. No animals allowed.

17. Owners, residents, guests or invitees are not allowed to sleep in the Citrus Room.

When the event is finished, please use the following guidelines in order to obtain your deposit:

- a) all furniture and equipment is returned to its proper place;
- b) appliances are turned off;
- c) all food and beverages have been removed;
- d) all personal items are removed;
- e) dishwasher must be clean and ready for next use;
- f) debris is picked up off the floors;
- g) counter space is wiped down leaving no food or beverage debris;
- h) trash is bagged and removed to the Loading Dock with assistance from staff.

Once this is completed, please call the Front Desk for your final inspection.
(619) 702-9110.

CONFERENCE ROOM RULES

1. The Conference Room can be reserved by CityFront Terrace residents only. The resident booking the room must be present throughout the event.
2. Residents are responsible for their guests and their actions. All applicable by State, County and Local Laws and Ordinances must be obeyed.
3. Owners must be a member in good standing to reserve the Conference Room.
4. You can reserve the Conference Room through BuildingLike or through the Management Office.
5. Resident guests that are attending a meeting in the Conference Room will not be allowed to wait or wander in the common areas for their host/hostess.
6. Be courteous and respectful

DISTURBING NOISES AND NUISANCES

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 Units. *(CC&Rs Article 7.13)*

1. **Quiet hours are in effect from 10:00 p.m. to 7:00 a.m., Sunday-Thursday**

And 11:00 p.m. to 7:00 a.m. Friday and Saturday. The volume of radios, stereo sets, televisions and musical instruments must be held at a reasonable level at all times so other residents are not unreasonably disturbed.

2. Excessive noise making, running, horseplay, etc. are prohibited in the common areas.
3. Corridors, walkways, driveways, pool decks, underground parking areas or other common areas are not to be used for skating, skateboarding, bicycling or games in general.
4. Use of the trash chutes during "Quiet Hours" (10:00 p.m. to 7:00 a.m. seven days a week) is prohibited.
5. Water Bottles or other delivered items are not to be left in common area hallways overnight.
6. Door Mats and other personal items are not allowed in the common area.
7. Residents shall not use balconies or windows to enter or exit units, except in emergencies. Residents shall not gain entrance to the building by climbing over fences, entrance gates or partitions.
8. No person(s) shall produce, or allow to be produced, noise or building-shaking vibrations at levels that could be offensive to other owners and residents.
(CC&Rs, Article 7.14)
9. No owner, resident, guest or invitee may communicate rudely or disrespectfully with the Board, agents, staff, desk attendants or vendors in the act of performing their duties on behalf of the community. Such behavior is subject to immediate disciplinary action, including fines and the removal of privileges, after notice and hearing. Complaints must be addressed exclusively to the Community Manager.
10. In the event that a neighbor or guest is causing a disturbance, the person being inconvenienced should promptly telephone the Front Desk or Community Manager at the time of the disturbance.
11. No person(s) shall discharge any toxic or noxious matter into the project's sewer system or storm drains that could be detrimental to or a danger to public health, safety, welfare, or violate any law, subject any owner or resident to liability under state and federal law for clean-up or cause injury or damage to neighboring property or business elsewhere on the project. *(CC&Rs, Article 7.16)*

Odorous Materials:

12. **Smoking, including electronic cigarettes, is prohibited in all common areas. This includes, without exception, elevators, the common area hallways or corridors, lobbies, the gym, business center, all pool and Jacuzzi areas, the barbecue area, gazebos, Urban Canyon, the Citrus Room, garage, driveway and valet circle.**
13. No odorous matters shall be emitted upon or about the Project in such quantity as to be readily detectable outside the physical boundaries of the space within which such odor was generated. *(CC&R's, Article 7.17)*
14. No air pollutants or contaminants sufficient to create a nuisance shall be discharged, and no processes which by their nature are likely to cause air pollution shall be undertaken or permitted unless there is available an adequate, economically feasible method of controlling the emission of contaminants, with such controls applied by the Board. *(CC&Rs, Article 7.18)*

DOORS, GATES AND SECURITY

While the Association may have gated entryways, staffed entrances, locked exterior doors, periodic patrols, TV cameras and recording equipment, these features cannot be relied upon to guarantee your personal safety and security. Some are merely deterrents and others may help to identify a criminal or criminal act after the fact, but even that is not certain. Thus, each owner is responsible for his or her own personal safety and security. Owners must communicate these facts to their respective tenants and guests.

It takes the vigilant observation and prompt action of the residents in order to prevent accidents, unauthorized access and failure of these above systems. Please report any breach of security or rule violations to the Management Office during business hours (619-702-7729) or the Front Desk (619-702-9110) after hours and during weekends. An Incident Report will be filed and an investigation will commence. Please note:

1. All common area building doors leading to the outside must be locked at all times. This precaution is taken to safeguard private property and the facilities and equipment of CityFront Terrace Homeowners Association.
2. Interior main entry doors to units must remain closed due to the fire rating of the hallways and the impact on the common area air conditioning system.
3. Damage to the garage gates/doors is the financial responsibility of the person(s) causing the damage.

4. Propping open entrance doors, gates and elevator doors, or in any way interfering with the automatic locking mechanism of any outer door or gate when unattended, (e.g., in the process of moving) is prohibited.
5. Access key cards are used by owners or approved tenants to access the common areas and doors. Each access card is registered and maintained in the HOA computerized system. Please carry and use your keycard at all times. The intercom that accompanies the system was put into effect for emergencies only. Continued use of the intercom system will be considered a violation.
6. Lost or stolen cards must be reported immediately in order to protect the Association. Do not entrust your personal keycards to a vendor or worker. All workers must sign in at the Loading Dock daily and may obtain a temporary keycard that deactivates at 5:00 p.m. daily. Additional cards can be purchased in the Management Office during business hours.
7. Key Assistance: For residents who keep a key at the front desk, that resident is required to be personally responsible for the pick-up and return of their key to desk personnel. Front desk personnel will not leave their post to deliver keys. If access to your unit is required by housekeepers, contractors, guests or other non-residents, the CFT resident must leave a key for them to pick up when they check in at the front desk. The front desk personnel will not admit or provide keys to units except in cases noted above.

ELECTIONS AND VOTING (Adopted June 23, 2020)

SECTION 1 -GENERAL

These operating rules (“Rules”) shall apply to all items legally requiring a vote of the membership as required by California Civil Code section 5100, and any amendments thereto, including but not limited to, elections of directors, votes to remove one (1) or more directors, votes on assessments that legally require a vote, amendments of the governing documents, grants of exclusive use of Common Areas, and such other votes as the Board determines should be conducted by secret ballot.

SECTION 2 -RIGHT TO VOTE

2.1 As described in these Rules, votes may be cast by members either in person, by proxy, or by mail-in ballot. The Association may not deny a ballot to any person who is a member of the Association at the time the ballots are distributed.

2.2 The Association may not deny a ballot to any person who has the general power of attorney for a member of the Association. Any person with a general power of attorney for a member must notify the Association and provide a copy of a valid general

power of attorney to verify the person's right to vote on behalf of the member. If a ballot from a person with a valid general power of attorney which has been provided to the Association returns a ballot within the timelines established for the return of all ballots, the ballot shall be counted. (Civ. Code § 5105(g).)

2.3 The Association shall retain a voter list which shall include the name, voting power, and either the physical address of the voter's Unit, parcel number, or both ("Voter List"). The mailing address for the ballot(s) shall be listed on the Voter List if it differs from the physical address of the voter's Unit or if only the parcel number is used. The Association shall permit members to verify the accuracy of their individual information on the Voter List at least thirty (30) days before the ballots are distributed. The Association or member shall report any errors or omissions on the Voter List to the Inspector(s) of Election, who shall make the corrections within two (2) business days. (Civ. Code § 5105(a)(7).)

SECTION 3 -QUALIFICATION OF NOMINEES FOR DIRECTOR ELECTIONS

3.1 Only persons who are members of the Association may be a nominee for election. If title to a Unit is held by a legal entity that is not a natural person, the governing authority of that legal entity shall have the power to appoint a natural person to be a member for purposes of being a nominee for election to the Board.

3.2 No member may be a nominee if the member, if elected, would be serving on the Board at the same time as another member who holds a joint ownership interest in the same Unit and the other member is either properly nominated for the current election or an incumbent director.

3.3 No one who has been a member of the Association for less than one (1) year may be a nominee.

3.4 No member may be a nominee if that member discloses, or if the Association is aware or becomes aware of, a past criminal conviction that would, if the member was elected, either prevent the Association from purchasing the fidelity bond coverage required by Civil Code section 5806 or terminate the Association's existing fidelity bond coverage. The Association shall have no obligation to investigate the background or possible criminal history of any candidate.

3.5 A member who is more than ninety (90) days delinquent in the payment of regular and special assessments (not including nonpayment of fines, fines renamed as assessments, collection charges, late charges, or costs levied by a third party) is not qualified to be a nominee. Likewise, a director may be no more than ninety (90) days delinquent in the payment of regular and special assessments. A member shall not be disqualified for failure to be current in payment of regular and special assessments if either of the following circumstances is true:

3.5.1 The member has paid the regular or special assessment under protest pursuant to Civil Code section 5658.

3.5.2 The member has entered into a payment plan pursuant to Civil Code section 5665.

3.6 Prior to disqualifying any person from being a nominee, the Association must offer the person an opportunity to engage in internal dispute resolution pursuant to Civil Code section 5900 et seq.

SECTION 4 -NOMINATION OF DIRECTORS

4.1 The Association shall provide general notice of the procedure and deadline for submitting a nomination at least thirty (30) days before any deadline for submitting a nomination. Individual notice shall be delivered pursuant to Civil Code section 4040 if individual notice is requested by a member.

4.2 The Association shall seek nominations for candidates for election by making available a "Candidate Nomination Form" ("Form"). All members desiring to run for a position on the Board of Directors or members who wish to nominate other members must complete the Form and return the completed Form and any accompanying materials to the Association within the time prescribed on the Form. If nominating another member, that nominee's written consent is required and must be returned with the Form.

4.3 The Association shall retain a candidate registration list and shall permit members to verify the accuracy of their individual information on the candidate registration list at least thirty (30) days before the ballots are distributed. The Association or member shall report any errors or omissions on the candidate registration list to the Inspector(s) of Election, who shall make the corrections within two (2) business days. (Civ. Code § 5105(a)(7).)

4.4 The Form submitted by each candidate may be enclosed with the ballot for the election and mailed at least thirty (30) days prior to the meeting. Forms and accompanying materials that are received after the time prescribed on the Form may not be enclosed with the ballot for election. The Association will not edit the content of these Forms, but will publish a general statement of non-responsibility for the content of all published Forms. Any candidate can request in writing that his/her Form not be published as provided herein and the Association will honor any such request received prior to the date of publication of all Forms if publication occurs.

4.5 Except as provided in Paragraph 4.4, no Form or other editorial or campaign material will be published in the Association's newsletter or other Association media. 4.6

Subject to any specific requirements in the governing documents, the Board of Directors will appoint a Nominating Committee. The Nominating Committee shall consist of a chairperson, who shall be a member of the Board of Directors, and two (2) members of the Association. The Nominating Committee will perform its duties as outlined in the Bylaws and/or Association published Rules and Regulations. Note, however, that a member may nominate himself or herself as set forth in Paragraph 4.2, above.

4.7 Nominations for election to the Board of Directors may also be made from the floor during the annual meeting. A nomination from the floor is not a condition for candidates to receive write-in votes.

SECTION 5 -USE OF COMMON AREA FACILITIES FOR CAMPAIGN PURPOSES

5.1 All candidates for election and other members may reserve any Association facility specified by the Board to conduct campaign activities or advocate a point of view on an election or balloting issue pending before the membership. All candidates and members will be provided an equal opportunity to reserve the Association's facilities for these purposes. Reservations can be made by contacting the management company. No fees will be charged to any candidate or member for reservation of any common area facilities to conduct campaign activities or advocate a point of view on an election or balloting issue pending before the membership. All candidates or members reserving the common area facility are asked to leave the facility in a clean and undamaged condition.

SECTION 6 -VOTING BY SECRET BALLOT

6.1 Pursuant to Civil Code section 5100, elections regarding the following topics must be conducted by double envelope secret ballots pursuant to Civil Code section 5115: assessments legally requiring a vote, election and removal of directors, amendments to the governing documents, the grant of exclusive use of Common Area, or any other topic expressly identified in the Association's operating rules. The Board has the right to determine whether other topics requiring a membership vote will be conducted using double envelope secret ballots.

6.2 The Association shall provide general notice of all of the following at least thirty (30) days before the ballots are distributed:

6.2.1 The date and time by which, and the physical address where, ballots are to be returned by mail or handed to the Inspector or Inspectors of Elections.

6.2.2 The date, time, and location of the meeting at which ballots will be counted.

6.2.3 The list of all candidates' names that will appear on the ballot.

6.2.4 Individual notice of (1) through (3) above shall be delivered pursuant to Civil Code section 4040 if individual notice is requested by a member. (Civ. Code § 5115(b).)

6.3 Ballots may be submitted at any time from the members' receipt of the ballot until the announced deadline or any extension thereof as set by the Inspector(s) of Elections. Ballots returned by mail or by hand are to be returned to the address specified by the Inspector(s) of Elections and so noted in the balloting materials.

6.3.1 The Inspector(s) of Elections shall have the right to verify the member's information and signature on the outer envelope and to review the number of ballots collected prior to the deadline for voting and inform the Board of Directors of the number of ballots received. The Inspector(s) of Elections shall have the right to extend the voting deadline if there is an insufficient or possibly an insufficient number of ballots received. Voting envelopes shall not be opened as part of this review - only a review of unopened envelopes is allowed to verify the member's information and determine the total number of ballots returned.

6.3.2 Once cast, ballots cannot be revoked or changed, even if the member attends the meeting and seeks to change or withdraw his or her vote before the polls close.

6.3.3 The Board of Directors shall set a record date establishing those members entitled to vote on any ballot. Should the Board fail to set a specific record date, the record date shall be the date the ballot was posted in the United States Postal Service mail unless specified otherwise in the Association's governing documents.

6.3.4 In accordance with the governing documents of the Association, members shall be entitled to one (1) vote per Unit. Cumulative voting shall not be permitted for the election of directors.

6.4 Ballots and two (2) pre-addressed envelopes with instructions on how to return ballots shall be mailed by first-class mail or delivered, or caused to be mailed or delivered by the Inspector(s) of Elections to every member at least thirty (30) days prior to the deadline for voting. For the election of directors, ballots and voting envelopes will also be distributed at the annual membership meeting. The Association shall generally use as a model those procedures used by California counties for ensuring confidentiality of voter absentee ballots, including the following:

6.4.1 The ballot itself will not be signed by the voter, but will be inserted into an envelope that is to be sealed by the voter. This envelope is to be inserted into a second (outer) envelope that is sealed by the voter. In the upper left-hand corner of the second envelope, the voter must print and sign his or her name,

address (either address within the community or mailing address), and Unitnumber that entitles him or her to vote. The lack of a signature on the second envelope will not invalidate that ballot if the Inspector(s) of Elections is able to determine the identity of the member who submitted the ballot.

6.4.2 The second (outer) envelope is to be addressed to the Inspector(s) of Elections, who will be tallying the votes.

6.4.3 Balloting materials not completed in accordance with the instructions on or accompanying the balloting materials may result in the ballot being declared invalid, as determined by the Inspector(s) of Elections. The Inspector(s) of Elections shall have the right to count ballots submitted by members failing to complete all of the above requirements so long as all ballots with similar defects are treated equally and so long as the Inspector(s) are able to verify that only one (1) ballot per voting member has been submitted.

6.4.4 Only the official ballots distributed by the Association will be counted. Unofficial ballots will not be counted.

6.4.5 If a candidate whose name is on the ballot withdraws before the ballots are counted, the election will continue to go forward. However, the votes cast for a withdrawn candidate will not be counted.

6.5 Ballots shall be counted at a membership meeting or open Board meeting. Subject to reasonable restrictions established by the Inspector(s) of Elections to prevent interference with or intimidation of the Inspector(s) during the tabulation of the ballots, any candidate or other member of the Association may witness the counting and tabulation of the votes. No person observing the tabulation of the ballots may communicate with, interfere with, or in any way attempt to intimidate, harass or abuse the Inspector(s) or other person counting the ballots or assisting the Inspector(s).

6.6 Except as provided above, no person, including a member of the Association or an employee of the management company, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated.

6.7 The candidate(s) receiving the highest number of votes shall be elected. In the event of a tie vote between candidates for the last position on the Board, the candidates subject to the tie vote shall agree to some other means of determining the winner of the vote, such as a coin toss or high card draw.

6.8 The results of the election shall be promptly reported to the Board of Directors of the Association and shall be recorded in the minutes of the meeting and shall be available for review by members of the Association. Within fifteen (15) days of

the election, the Board shall publicize the results of the election in a communication directed to all members or by posting it in the Common Area.

6.9 The Association election materials (returned ballots, signed voter envelopes, Voter List, proxies and the candidate registration list) will be retained by the Inspector(s) of Elections or the Inspector's/Inspectors' designee for one (1) year following the date the Inspector notifies the Board and the membership of the vote result, unless the Inspector is notified of some challenge to the election after the notification of the election result. In this case, the Inspector or its designee shall retain these documents for one (1) year from that later date. Thereafter, the Inspector(s) of Elections shall turn over those election materials to the Association or its designated agent. At the conclusion of the three (3)-year period established by Civil Code section 5210, those election materials may, at the option of the Board of Directors, be destroyed.

6.10 The mailed secret ballots described in these Rules, once received by the Inspector(s) of Elections, will serve to establish a quorum at any meeting of members.

SECTION 7 -PROXIES

7.1 Voting by proxy will be permitted in accordance with the provisions of the Bylaws, although the Board of Directors need not prepare and distribute proxy forms with the election or voting materials. The Association will continue to honor proxies submitted in accordance with the Bylaws. Proxies submitted to and accepted by the Association must conform to the requirements of the law. Proxy holders will be given a secret ballot to complete. Proxies will not be counted as secret ballots.

SECTION 8 -INSPECTORS OF ELECTIONS

8.1 The Board of Directors will appoint one (1) or three (3) Inspectors of Elections to oversee and certify the results of the voting. Inspector(s) of Elections are to faithfully perform their responsibilities so as to ensure that the announced results of the voting and/or election represent the true and honest votes of the members casting ballots.

8.2 Inspector(s) of Elections may not be Board members or a candidate for election or related to or reside with Board members or the candidates for election.

8.3 The Inspector(s) of Elections may not be a person, business entity, or subdivision of a business entity who is currently employed or under contract to the Association for compensable services other than serving as an Inspector of Elections.

8.4 Unless only outside consultants are engaged to serve as the Inspectors, at least one (1) Inspector of Elections shall be a member of the Association, although all Inspectors of Elections may be members of the Association if so appointed by the Board of Directors. If not members of the Association, Inspectors of Elections may be

compensated for their services. Members of the Association shall not be compensated for serving as Inspectors of Elections.

8.5 The Inspector(s) of Elections shall do all of the following:

8.5.1 Deliver, or cause to be delivered, a copy of these Rules at least thirty (30) days before an election. Delivery of these Rules may be accomplished by either of the following methods: (1) posting them to an internet website and including the corresponding internet website address on the ballot together with the phrase, in at least 12-point font, "The rules governing this election may be found here:" or (2) individual delivery.

8.5.2 Determine the number of memberships entitled to vote and the voting power of each;

8.5.3 Determine the authenticity, validity and effect of proxies;

8.5.4 Receive the ballots and determine the location to which all ballots are to be returned;

8.5.5 Hear and determine all challenges and questions to the balloting or election;

8.5.6 Count and tabulate all ballots;

8.5.7 Determine when the polls shall close;

8.5.8 Determine the results of the election or balloting;

8.5.9 Report the tabulated results of the election or balloting promptly to the Board of Directors; and

8.5.10 Perform such other acts as may be necessary to conduct the election or balloting in fairness to all members and in accordance with applicable law and all rules of the Association.

8.6 The Inspector(s) of Elections may appoint additional persons to assist in performing any of the above duties. Any such persons shall meet the qualifications for appointment as an Inspector of Elections.

8.7 The Board of Directors shall have the authority to remove and/or replace an Inspector of Elections at any time if an Inspector resigns or whenever the Board determines that an Inspector will not be able to perform his or her duties impartially in good faith, to the best of the Inspector's ability, as expeditiously as is practical, and in a

manner that protects the interests of all members of the Association, or if the Inspector ceases to meet the qualifications to serve as described above.

8.8 Inspector(s) of Elections shall have the authority to consult with the Association's legal counsel in the event of uncertainties in the interpretation or application of Civil Code section 5100 et seq., these Rules, the Association's governing documents or as might otherwise be necessary to ensure a fair election that complies with the law and the governing documents. All such consultations shall be protected by the Association's attorney-client privilege and shall be kept confidential from all persons other than the Board of Directors. Note, however, that neither the Inspector(s) of Elections nor the Association's legal counsel shall disclose to others, including the Board, how a particular ballot was cast.

SECTION 9 -RECALL ELECTIONS

9.1 To initiate the recall of one or more directors or the entire Board, the Board must receive a petition signed by members representing at least five percent (5%) of the total voting power of the members calling for a special meeting for the recall election. The recall petition must also include the members' printed names and the addresses of their Units for verification purposes. Pursuant to Bylaws Section 4.6, a vote for a recall may also be initiated by the Board President or by resolution of a majority of a quorum of the Board.

9.2 Upon receipt of a valid recall petition, the Board will promptly appoint an Inspector(s) of Elections.

9.3 Within twenty (20) days of the Board's receipt of a valid recall petition, the Board will notice the Members of and will set the time, date, and location of the special meeting to hold the recall election.

9.4 The special meeting must be held between thirty-five (35) and ninety (90) days of the Board's receipt of the petition.

9.5 Any recall election as well as any election for the replacement directors must be conducted by secret ballot according to Paragraph 6.1. In an effort to avoid recalled directors remaining on the Board until replacement directors are elected, or a lack of a functioning Board, the election for replacement directors will be held at the same time as the recall vote. As such, the members will vote on two (2) issues: (i) the recall of directors, and (ii) the replacement of directors. The Inspector(s) of Elections will tabulate the votes on the replacement of directors immediately following the recall vote, if the recall is successful. Given the statutory notice requirements for an election as outlined in these Rules, if the election to fill any vacancies created by a removal vote is not conducted at the same time as the recall vote, the Association could be left without

a Board to conduct the necessary and essential business of the Association, potentially causing great harm to the Association.

9.6 While Corporations Code section 7511(c) requires the Association to fix the date of the recall election not less than thirty-five (35) days, but not more than ninety (90) days after the Association's receipt of the request, the various notification requirements of Civil Code sections 5105(g)(4) and 5115(a)-(b) for the election of any replacement Directors make it difficult, if not impossible, for the Association to schedule the recall election meeting before the ninety (90) day deadline of Corporations Code section 7511(c). In an effort to meet the ninety (90) day deadline of Corporations Code section 7511(c), the Association may shorten the deadline to submit the Forms as needed to comply with the requirements of Corporations Code section 7511(c) for the recall election.

9.7 In order to curb a potential superfluous use of Association funds, a recall election may not be initiated against a Board member(s) if the targeted Board member(s)'s term expires within one-hundred (100) days from the date the Board received the recall petition unless the recall petition is petitioning to recall the entire Board.

9.8 The Association may facilitate the production of and pay for the cost of all recall election materials and the mailing of the same. If, however, a valid recall petition is received by the Board within twelve (12) months from the date of a prior recall election, whether the prior recall election was successful or not, the Association may facilitate the production of all recall election materials and the mailing of same, but the cost of the recall election will be borne by the petitioning party.

SECTION 10 -ELECTION CHALLENGES AND BALLOT RECOUNTS

10.1 The Inspector(s) of Elections shall, upon written request, make the Association election materials (returned ballots, signed voter envelopes, Voter List, proxies and the candidate registration list) available for inspection and review by an Association member or the member's authorized representative should a member challenge the election or demand a ballot recount. Signed voter envelopes may be inspected but may not be copied pursuant to Civil Code section 5200(c).

10.2 Any recount will be conducted in a manner that preserves the confidentiality of the vote. To preserve the confidentiality of the vote, members will not be entitled to inspect the Inspector(s) of Elections' tabulation documents or notes submitted to the Association.

10.3 Should a professional Inspector(s) of Elections act as the Association's Inspector(s) of Elections, the member or members challenging the election or demanding a recount of the ballot will bear the costs charged by the professional

Inspector(s) of Election as a result of the election challenge and/or ballot recount. A professional Inspector of Elections is defined as an Inspector of Elections who may be compensated for their services pursuant to Paragraph 8.4.

SECTION 11 -MISCELLANEOUS

11.1 Other than the time frames set forth in Civil Code section 5100 et seq., the time frames stated in these Rules are guidelines, generally setting forth fair and reasonable procedures for the conduct of voting and elections. However, the failure of the Board or Inspector(s) to strictly adhere to these time frames will not invalidate any election or vote so long as the procedures used allow all members an equal opportunity to participate in the election or voting process and did not affect the results of the election. At the discretion of the Board of Directors, the above Rules may be modified, delayed or repealed by the Board, in whole or in part, if the California State Legislature takes any action to change the content of Civil Code section 5100 et seq., which would affect said Rules.

ELEVATORS

1. If a spill occurs (i.e., plant soil, food, drink, pet accident, etc.), it is each person's responsibility to clean the spill immediately.
2. Children may not play in the elevator.
3. Animals are allowed in the Service (Freight) Elevator and Designated Pet elevators only.
4. When using valet carts in the Tower Building, use the Freight Elevator only.
5. Furniture is not allowed in the Tower Passenger elevators at any time.
6. Bicycles are not permitted in passenger elevators in the Tower Building. Residents must transport their bicycles via the Freight Elevator.

FITNESS ROOM (adopted 6/23/2020)

Everyone using the Fitness Room or participating in resident classes does so at their own risk, and should consult with a qualified health professional before engaging in physical exercise.

When using these facilities, please keep the following rules in mind:

1. The Fitness Room is for residents and residents' guests only.

2. All those utilizing the Fitness Room should be dressed in appropriate attire.
3. Placing your feet on the walls or mirrors, or utilizing walls or columns for stretching supports is prohibited.
4. Any moving of the equipment is prohibited.
5. Please wipe off equipment after use. Paper towels and disinfectant spray is available in the gym.
6. Do not misuse or damage equipment, or allow weights to bang.
7. Be courteous and considerate of others:
 - Replace weights & mats after use.
 - Keep telephone conversations to a minimum.
 - Music players or additional televisions are permitted in the room only with the use of headphones.
8. Scheduled classes have priority use for the Aerobics Room. Schedules are posted on the Fitness Room bulletin board.
9. When others are waiting for equipment, restrict use to 30 minutes.
10. If you are the last one exiting the Fitness Room, please turn off all TVs.
11. After using the Ping Pong Table, please return it to an upright position and in storage location.
12. Alcoholic beverages are prohibited in the Fitness Room.
13. Active promotion of one's own business is prohibited in the Fitness Room (Article 7.1).

GUEST SIGN-IN PROCEDURE

The Homeowners Association utilizes a database that assists the staff in providing a secure and organized approach in managing communication regarding residents' guests. Each new resident is required to fill out an information sheet that gets transferred to the database and allows the staff pertinent information on that resident; for instance, contact and emergency phone numbers, housekeeper names and the identity of pets. With that information, the staff can manage the security of the building effectively and efficiently. If residents have guests that are to have access to their unit

on a regular basis, those guests' names must be in the database. Residents are responsible for keeping their information current. Updates must be done in writing via letter or email to the Management Office. However, please note below:

ALL GUESTS WILL BE REQUIRED TO SIGN IN AT THE FRONT DESK.

1. Regular guests whose names are listed on a resident's database WILL be required to sign in but will NOT be announced to the resident each time they visit. If they are overnight guests, they will be asked to sign in only once, upon arrival.
2. All housekeepers are required to enter, sign in, and exit the building through the loading dock. A government issued ID is required in exchange for a key card. When a key card is provided by an owner, the housekeeper is still required to sign in and out at the CFT loading dock at 510 Union Street.
3. Housekeepers must use the freight elevator only. No "housekeeping" materials or equipment such as vacuum cleaners, brooms, buckets, etc. shall be brought into the building through the CFT front entrance. All housekeeping personnel must be dropped off and picked up at the CFT loading dock area rather than the CFT entrance and lobby.
4. Housekeepers will be directed as requested by the resident in the database. (If a housekeeper comes on a regular basis and enters the unit using their own key, the resident must make sure their database information includes the housekeeper's name.)
5. All guests who do not appear in the database will be required to sign in at the Front Desk and will be announced. **THIS INCLUDES FOOD DELIVERIES.** (If the resident notifies the Front Desk of these guests, by supplying a list of names or making a phone call, they will not be announced.)
6. Real Estate Agents must always sign in when entering the building.
7. Contractors performing work in a unit, delivery and pick-up persons, and caterers must sign in at the Loading Dock, and will be announced.

Temporary Lists:

Parties in a Unit: A complete guest list must be provided to the Front Desk prior to the start of the event. These guests must enter through the Lobby and sign in at the Front Desk but will not be announced.

Citrus Room: A complete guest list must be provided to the Front Desk prior to the start of the event. Guests not appearing on the list will not be allowed access to the building. All guests must enter through the Front Desk and sign in.

INSURANCE (revised 11/26/2019)

1. All owners are required to maintain property, liability and additional living expense coverage insurance for their condominium unit. (CC&Rs, Article 10.3)
2. Owners and residents shall request from their carrier appropriate/reasonable property value for their unit and contents as well as liability coverage (March 28, 2017), such coverage is to be reviewed by the carrier on a periodic basis.
3. Owners who have tenants must provide proof of “tenant occupied” coverage and tenants must provide proof of “renter’s insurance”. (adopted February 9, 2017) Such insurance must include coverage against any loss to the unit.
4. Current certificates of insurance must be maintained in the Management Office. Upon the close of escrow, Owners will have 5 business days to provide a qualified certificate of insurance. An Owner or their tenant will be prohibited from moving in until the certification is on file. Owners failing to provide current documentation of certificates are subject to a fine.
5. When damage occurs, an owner/tenant shall file a claim with their respective carrier immediately following the incident. It is the owner’s duty to cover damages caused to the common areas and other units when those damages are caused by or attributed to maintenance obligations or items within their unit.
6. When damage occurs to the common area elements and no personal property or elements of the unit are subject to the damage and when coverage is determined to be the responsibility of the Association, the Association will only cover original unaltered drywall.
7. The Association reserves the right not to file a claim on the Master Policy when it has reasonably been determined by the Board of Directors that an owner has chosen to self-insure, underinsure or when not otherwise bound by law.

MAIL AND PACKAGES (Revised 11/24/20)

CityFront Terrace residents receive mail and packages seven days a week.

Regular Mail

1. The Front Desk will maintain USPS forms that can be filled out for a “mail hold.” Change of address and mail forwarding requests must be submitted online or by calling 800-275-8777.

2. Registered or certified mail requires a resident signature. A slip will be left in the mailbox. When the signed slip is returned, the registered or certified piece of mail will be delivered within 2 business days.
3. All packages and deliveries coming through a mailing system requiring a Front Desk Attendant's signature will be logged in through a logistics system called BuildingLink. Residents will then receive a notification by email, text message or voice message that a package has been received and approximately when it will be ready for pick up. Residents are required to sign for their packages/deliveries.
4. Small packages can be held in the building for up to 7 days due to storage space constraints. Please contact the Front Desk if additional time is required.

Large and Heavy Items

1. Furniture, appliances and other oversized items, or items over 45 pounds are received at the Loading Dock and require a resident signature and immediate removal from the Loading Dock. The resident is responsible for the removal. These items must not be moved using the Valet Carts. A furniture or flat cart dolly may be signed out at the Dock. Failure to return the dolly to the Loading Dock immediately following use will result in a \$35 retrieval fee.
2. No items can be left in the Loading Dock overnight.
3. A work order may be completed through the Management Office (Monday-Friday) to have large items delivered to the Unit by building Staff based on their availability. Any item over 45 pounds requires 2 people to carry, which, at the prevailing rates as of 7/2020 would be \$70. The rate is subject to Management discretion.

MISCELLANEOUS:

Valet Carts (Revised 11/24/20)

1. The valet carts are for use only by residents and their guests on CFT property.
2. The valet carts may not be overloaded in terms of weight or size. Carts may not be used to carry heavy objects such as large appliances or furniture, or objects which project beyond the size of the cart or which may soil, stain or damage the carts. Through the Loading Dock, residents may sign out a furniture or flat bed dolly for personal use. The dollies are not to be used by movers.
3. Individuals will be expected to comply with any sign-out or sign-in procedures.

4. All carts must be returned immediately to its designated area or a \$35 retrieval fee will be billed to the owner.
5. In the Tower Building, the valet carts and dollies may be used only in the Freight Elevator.

Use of Maintenance or Janitorial Equipment

Residents are not permitted to use Maintenance or Janitorial Equipment.

Use Restrictions

Each living unit shall be used and occupied for private residential dwelling purposes only. Living units and common areas may not be used for any commercial activities that require frequent public interface, including garage sales. *(CC&Rs Article 7.34)*

MOVING / DELIVERIES

Deliveries

The following actions qualify as a delivery, not as a move: the arrival of a piece of furniture, an appliance, remodel materials, or the hauling away of trash by your contractor. Everything else qualifies as a move.

1. Upon sufficient notice to the Management Office (24-hours), a delivery can be made 7 days a week.
2. A truck can be parked in the Loading Dock in order to facilitate unloading the item (15-minutes), but then will have to be moved.
3. Residents are required to accompany management with a pre- and post-inspection of the common area to survey for damages.
4. Non-standard deliveries may require a resident signature.
5. Perishable items that are delivered will not be accepted by the Front Desk unless a resident can be immediately contacted for delivery instructions.

Move-ins

A Move-in application must be submitted to the Management Office as soon as possible. Move-in dates and times will not be confirmed until the following documents are supplied:

- a) *notification from Landmark, Inc. that escrow has closed and/or a notarized deed of the property;*
- b) *a lease, if applicable;*
- c) *a copy of insurance certificate;*
- d) *a completed Resident Data Sheet;*
- e) *a completed Rules and Regulations Certificate;*
- f) *a completed Pet Application and Agreement, if applicable; and*
- g) *a completed move-in application and moving fee* (check only, made out to: CFT HOA).*

Move-outs

Move-outs must be scheduled through the Management Office. Move-out dates and times will not be confirmed until the appropriate fee* is paid (check only, made out to: CFT HOA).

Rules for Moving and Deliveries

1. Moves and deliveries are permitted between the hours of 8:30 a.m. and 4:30 p.m., Monday through Saturday. Special arrangements for moving on Saturday must be approved 72-hours in advance by Management.
2. Moving trucks that arrive after 2:00 p.m. will be turned away.
3. Residents must accompany management with a pre- and post-inspection of the common area to survey for damage.
4. Unit Owners are responsible for their guests, tenants, movers, and for all damage to facilities including, but not limited to, doors, walls, elevators, plants, furniture, floors, etc.
5. Before a move may commence, CFT staff will place necessary protection in place.
6. Moving or delivery of items through the main lobby is prohibited. Moves and deliveries must be made through the parking garage only.

7. Appropriate precautions must be taken when moving any goods on elevators, walkways, stairs or hallways in order to avoid damage, dirt and unnecessary noise. Resident hallways must not be blocked or used for staging.
8. Leaving doors/gates unattended during the moving process is a breach of security of the property and is subject to disciplinary action by the Board of Directors. Please be considerate of your neighbors.
9. All areas must be left in clean condition after the move. All boxes are to be broken down flat and discarded in the recycling dumpster on Parking Level 1. Trash must be bagged and discarded in the Loading Dock. Do not drop any boxes or moving papers down the trash chutes. Resident Hallway Trash or Recycling Rooms are not to be used for move debris.

**** Moving fee is \$400 on Monday-Friday and \$600 on Saturday. If all areas are free of damage and boxes disposed appropriately, then a 50% refund within 30 days will be issued. If there are damages, the work will be performed and deducted from the application fee. If your damages exceed the refundable portion of the application amount, the owner will be charged for the labor hours necessary to cover the entire cost that exceeds the application fee.***

PATIOS AND BALCONIES (Exclusive Use Common Areas):

The CityFront Homeowners Association is required through the governing documents to maintain the common areas, including the exclusive use common areas.

The ground floor patios will require maintenance on an ongoing basis by the contracted Landscaper. Notice to maintain the ground floor patios will not be required and will be conducted during business hours, Monday-Friday, 8 a.m.-4 p.m.

To provide aesthetic continuity, the following shall apply:

1. Balcony drains **MUST BE PLUGGED** when watering plants or cleaning the floor surface. This can be done by temporarily placing rags over the drains.
2. No item may be thrown or swept from the balconies.
3. Only generally accepted patio furniture intended for outdoor use and in good condition may be placed on balconies or patios. Umbrellas must be of a solid color in beige or black.
4. No articles of any kind shall be draped over the patio or balcony railings including, but not limited to swimsuits, wetsuits, clothing, towels or beach blankets. (See Management for proper display of flag.)

5. Non-holiday lighting on balconies must be white lighting dark colored cords and in good working order.
6. All holiday lighting must be removed within 15 days after the holiday.
7. Miscellaneous items are not allowed to be stored on balconies or patios. This includes but is not limited to storage boxes or closets, bicycles, motor bikes, strollers, garbage, beds, sofas and any type of debris.
8. Antennae or satellite dishes may not be attached to railings or exterior walls.
9. Residents on the 1st floor are not allowed to plant personal vegetation, use additional lighting or figurines in the planter boxes or place anything on the top of the columns on Market Street.
10. Lighting provided in the planter boxes on the 1st floor will be maintained by the Association.
11. All potted plants/vegetation on balconies or patios are required to have liners to prevent jeopardizing integrity of the waterproofing system. Plant material and containers must always be in good condition.
12. Plants/Vegetation shall not be permitted to extend beyond the boundaries of the balcony or patio common areas. Personal planter boxes must remain on the interior of the balcony.
13. Residents shall not manicure or prune the Association's vegetation/plants
14. No spas, hot tubs, Jacuzzis, wading pools or other similar water facilities or features may be installed in or on any exclusive use common area without the express written consent of the Architectural Review Committee.
15. There shall be no exterior fires other than candles, except for gas or electric barbeque grills. No wood, charcoal or similar material may be burned in barbeque grills. Barbeques must be arranged in such a manner that they do not create a fire hazard or nuisance, or become offensive to occupants in other units. When not in use, grills should be covered with appropriate solid color covers professionally made for that purpose.

“Fire Prevention Bureau Policy 0-12-3 Open-Flame Cooking Device (BBQ’s)”

Open-flame cooking devices adjacent to structures on patios, balconies or decks of other than one and two family dwellings shall not be operated on combustible balconies or within 10 feet of combustible construction.

Exceptions:

- 1) where buildings, balconies and decks are protected by an automatic sprinkler system (*CFT does have a sprinkler device on most balconies*);
and
- 2) LP-gas cooking devices having LP-gas container with a water capacity not greater than nominal 1 pound (16 oz.) LP-gas capacity. (*cylinders only*)
- 3) Cylinders having water capacities greater than nominal 1 pound LP-gas capacity shall not be located on decks or balconies above the first floor unless the living units above the first floor are served by exterior stairways.

RENTAL REQUIREMENTS

On August 6, 2013, an amendment to the governing documents was recorded capping rentals at 25% or 80 condominiums. Owners who owned their condominiums prior to the date that the amendment was recorded may rent or lease their condominiums without regard to the cap requirement for as long as they continue to own their condominiums and without regard to whether they were renting or leasing their condominiums on the Cap Requirement Recordation Date.

Owners purchasing after the recordation date of August 6, 2013, who desire to rent their condominiums, may add their names to the “waiting list” in the Management Office. When the rental cap is below the 25% they will be notified that they are able to rent.

1. No rental or lease agreement shall be for a period of less than six (6) months. Tenants may have the right to rent on month-to-month basis after leasing a unit for at least one year. The living units are to be used for single-family residential purposes only. Leasing for gainful occupation, profession, trade or other non-residential use is prohibited within the CityFront Terrace Homeowners Association.
2. Temporary rental arrangements (such as through Airbnb, VRBO, HomeAway, etc.) for periods shorter than six months are not permitted at any time. If an owner or tenant is discovered to have advertised to offer such a service, or has rented their unit in these or similar circumstances, strict penalties will be levied. (Revised 4/28/15)

3. All owners must provide their tenants with a copy of the Rules and Regulations, and all tenants must comply with these regulations, the Bylaws and CC&Rs. Owners are held responsible for the actions and behavior of their tenants/guests and are financially liable for damage to the common area, equipment, and for any violations of the Rules and Regulations.
4. The owner shall require that the tenant be bound by and obligated to all provisions of the CC&R's, Bylaws, and Rules and Regulations of the Association.
5. Owners are responsible for the proper repair and maintenance of their units including all electrical appliances, air conditioning units and plumbing fixtures.
6. A tenant is not allowed to move into the community until 1) the Management Office has a copy of an executed lease; 2) the owner has a current insurance certificate on file; 3) the tenant provides proof of insurance and 4) a signed Rules and Regulations Certification. The lease must include a provision that the tenant will acknowledge the terms and conditions of the HOA rules. Owners who allow Tenants to move in without the HOA Office obtaining the above documents will be subject to a fine. *(adopted February 9, 2017)*
7. No Condominium shall be divided or conveyed upon any form of time increment basis (commonly referred to as "time sharing").
8. As of February 11, 2013, new tenants are restricted from having a dog.
9. When an owner leases/rents their units, they delegate to their tenant the use of the common area. An owner who has made the delegation of rights shall not be entitled to the use or enjoyment of the recreational facilities or equipment of the common area for as long as such delegation remains in effect. *(CC&Rs, Article 3.3)*

SALES AND OPEN HOUSES

(adopted 6/23/2020)

Sales

CityFront Terrace Homeowners Association's primary goal is to maintain property values. In order to do this effectively and not to disturb residents, the following rules apply:

1. Homeowners may select a listing agent/broker of their choice.
2. The homeowner shall notify the Management Office of their choice of a listing agent/broker so the information can be shared in the resident database (BuildingLink), on the CFT Website, and the weekly listing sheet that is produced

by the Management Office. All additions or changes must be submitted to the Management Office by 12 noon on Thursday.

3. The homeowner is responsible for obtaining HOA documents located on the www.homewisedocs.com/.
4. Keys provided by the homeowner or listing agent/broker must be maintained at the Front Desk. Lock Boxes are prohibited. Emergency keys will not be available for agents at any time.
5. Listing agents/brokers or the homeowner must give verbal consent to the Front Desk for accessing a unit.
6. One "For Sale" or "For Rent" sign not larger than 12"x24" may be placed on the inside of a window in the unit. No other signs may be displayed in the common area.

Open Houses

1. Sundays are the only days available for Open Houses.
2. Open Houses will be permitted between the hours of 1 p.m. and 4 p.m. by reservation through the Management Office.
3. Valet parking is not available for guests of Open Houses.
4. Agents will be allowed to have sales information in the Lobby Library the day of the Open House only.
5. All Open Houses must be staffed accordingly: An agent must escort guests to and from the units. An agent must always remain with a guest. If an agent is not staffed properly to show a unit, guests will be required to wait in the Tower library.
6. Food and/or beverage service by agents or owners is not permitted in the common areas by agents or owners.
7. The owner of the unit being shown is responsible for the conduct of the agent and prospective buyers
8. Realtors not adhering to these rules will be requested to cease the open house immediately and the owner will be fined appropriately.

SOCIAL EVENTS

The Social Committee at CityFront Terrace is another wonderful amenity to an extraordinary community. Events such as parties on site, happy hours off-site, speakers, cabaret nights (to mention just a few) are planned, coordinated and executed by this group of volunteers.

Many of CFT's events are subsidized or partially subsidized by the Homeowner's Association, so in an effort to make participation fair and equitable, there are a few rules/policies.

1. Registered residents, whether owners or tenants, must be in good standing in order to participate in any of the CityFront Terrace events.
2. Events for which the HOA incurs upfront expenses (such as purchasing tickets, paying musicians, buying food, etc.), the registration check is not refundable (unless cancelled prior to the deadline). If you do not attend the event, your check will be kept and cashed.
3. A single resident may register one guest.
4. Deadlines for the events will be adhered to, but on exception, last minute changes could reflect an additional cost to the resident.
4. People showing up unregistered for an event will not be admitted.

Guest Policy

Additional guests will not be subsidized by the HOA and will be limited based upon capacity. Please check with Management to determine if a fee is applicable.

STORAGE

1. The Association is not responsible for any loss or damage to items placed in assigned personal storage lockers. Storage in these lockers is strictly at the residents' sole risk.
2. Gas powered machines, ammunition, fuel tanks, explosives, and/or combustible materials are prohibited inside the Owner's assigned storage lockers.
3. Items of personal property may not be stored in the storage locker room outside of the assigned lockers. These items will be discarded immediately.

4. Bicycles that are stored in the five bicycle storage rooms that do not have a CityFront Terrace decal will be discarded.

SWIMMING POOLS AND SPA

(adopted 6/23/2020)

The recreational areas are primarily for the use and enjoyment of CFT residents. The pool is heated year-round. The use of these facilities by a guest is a privilege. Owners will be held financially and personally responsible for any damage or misconduct attributable to them, their tenants, invitees or guests, subject to notice and a hearing. Owners transfer all rights to use recreational facilities when tenants occupy their units.

1. The Association does not provide any type of lifeguard or supervisory service. Anyone using the recreational facilities does so at his/her own risk. The Association assumes no liability in this regard.
2. Pool and spa hours are as follows: 5:00 a.m. to 10:00 p.m. Sunday through Thursday and until 11:00 p.m. on Fridays & Saturdays. (adopted 1/28/2020)
3. Pools and barbeque area may not be reserved for parties or events. The Citrus Room is the only amenity available for reserved parties. (Please see Citrus Room rules for more information.) (adopted March 28, 2017)
4. Guest of a Citrus Room event may not occupy the adjoining Common Areas, i.e., pools, spa, BBQ, gazebo, to **the exclusion of other residents and guests.** (adopted March 28, 2017)
5. While Citrus Room events may be reserved for up to 70 guests, residents are discouraged from hosting more than 8 guests at the main pool and BBQ area or more than 5 guests at the splash pool. **Enforcement of these rules is at the sole discretion of CFT Management.** (adopted March 28, 2017)
6. General rules of good conduct should be observed at all times. Unsafe or offensive conduct is prohibited. This includes running, pushing, cannonball diving, splashing or boisterous behavior in the pool or spa areas. Radio volumes and voices should be kept at a minimum level. This is especially important during late evening and early morning hours. The noise level must be kept to your personal area only, so as not to disturb others.
7. Do not leave personal items unattended at the pool areas. These areas are enjoyed by all residents on a first come, first served basis.

8. Children must be accompanied and supervised by an adult when using the pool(s) or spa.
9. CFT Homeowners Association recommends the residents do not use the pool(s) or spa alone.
10. Persons with health conditions requiring medical care should consult a physician before entering the spa.
11. Hot water immersion while under the influence of alcohol, narcotics, drugs or medicines may lead to serious consequences and is not recommended.
12. Long exposure in the Jacuzzi may result in hyperthermia, nausea, dizziness or fainting.
13. Usual and customary swimming attire is required. Cut-offs or blue jeans do not meet this requirement. Street clothing will not be permitted in pools or spa. Incontinent persons are required to wear diapers designed for pool use.
14. Because of the danger it presents to equipment, no Styrofoam object, hairpins or clips are to be used or worn in the pools or spa. Lifesaving equipment is for EMERGENCY USE ONLY.
15. Absolutely no foreign substances such as bubble bath, soap, beer, etc. may be added to the pools or spa. Persons observed doing so will be assessed the cost of draining, cleaning, refilling and other costs incurred due to pool or spa damage.
16. Throwing non-floating items such as rocks, marbles, coins and the like into the pools or spa is prohibited.
17. Adjustment of any control regulating temperature to the pools or spa, lights or other common area services is PROHIBITED. Upon arrival of the pool or spa maintenance crew, pool or spa users may be asked to temporarily vacate the pool or spa areas until cleaning is completed.
18. No personal barbecues are permitted in the pool or spa areas.
19. Except beverage bottles within the wet bar and the gazebo, no glass of any kind will be permitted within the pool or spa confines. Anyone seen with glass will be asked to remove the glass from the area.

20. Animals (except Seeing-Eye, Service Animals, or other such trained animals) are not allowed in the pool or spa areas at any time. Violations of this rule could result in a clean-up assessment and fine to the unit's owner.
21. Persons with open cuts or wounds are not permitted in the pools or spa. Anyone having a skin disease, sore or inflamed eyes, nasal or ear discharges, or any communicable disease may not enter the pools or spa. Persons having currently active diarrhea or who have had active diarrhea within the previous 14 days shall not be allowed to enter the pool or spa water. (DPH §65541)
22. Persons using suntan lotion may not enter the pools or spa unless they wipe off excess.
23. All posted regulations must be obeyed. The Management Office or Staff may ask anyone not abiding by the above rules to leave the pool or spa areas.

WARNING: Spa time exceeding fifteen (15) minutes could be hazardous to your health.

“TIPPING POLICY”

CityFront Terrace Homeowners Association has established the community as a “Non-Tipping Building.” A Holiday Fund has been established to reward the associates of CityFront Terrace during the holiday period. We request that all residents of CityFront refrain from gratuities during the year in order to establish a more harmonious and equal level of service to all residents. The staff has been notified that accepting a gratuity from a resident is grounds for termination, so please do not put employees in jeopardy of losing their jobs. Gratuities are welcomed from your guests when utilizing valet services, but are not necessary.

TRASH

1. Trash shall be placed in trash chutes on each floor of the complex. All refuse is to be contained in sturdy, plastic garbage bags for one-way disposal. Open containers such as paper sacks, boxes, unsecured plastic bags and/or reusable garbage cans shall not be used. Secured bags are the ONLY permissible trash containers. When depositing trash in the chute, please make certain that all hands and fingers are away from the door before closing. Do not put your head, arms, hands, etc. in the chutes; other residents above your floor may be depositing trash, and an injury could result.
2. In the event of damage to bags in the disposal process, residents are responsible for cleaning up their own trash spilled in common areas, and for disposing of it in

the proper receptacles. OWNERS WILL BE ASSESSED FOR ANY CLEAN-UP SERVICES PROVIDED BY THE ASSOCIATION.

3. Oversized items should not be left inside or outside the trash or recycling rooms. It is the sole responsibility of the resident to remove from the premises and dispose of such items.
4. Construction debris must be removed from the premises and is not to be placed in the Association dumpsters.
5. Recycling rooms are located on each floor for disposing of newspapers, magazines, rinsed- out cans, glass and plastics only. Oversized items should not be left in these rooms. There is a Dumpster in the loading dock area and on parking level one for broken down cardboard boxes.

VEHICLE, VALET AND PARKING REGULATIONS

Parking in the garage area is done through valet service or self-parking. Valet Parking Services are offered seven days a week from 6:30 am until midnight. Special accommodations will be made for those individuals in Tandem and Triple parking spaces.

1. **The speed limit in the garage is 5 MPH.**
2. Individuals utilizing valet service and parked on-site must notify the Front Desk five (5) minutes prior to departure from the lobby. **Vehicles that are left unattended after five minutes in the entrance will be removed in order to avoid congestion. No vehicle is to be left unattended in the Valet Circle, no matter how short the time! Valets have been instructed by Management to return such vehicles to the parking garage.**
3. All vehicles parked in tandem or triple spaces that are shared with other residents must be parked by the valet staff.
4. Residents that chose both to take advantage of Valet and then park their own vehicle at other times must accept shared responsibility by signing a "Vehicle Parking Agreement" indemnifying the Association on any damages that occur.
5. A "Vehicle Parking Agreement" must be on file in the Management Office if a vehicle is assigned to a size limited parking space. This is solely based on parking space size and vehicle size.
6. A "Vehicle Parking Agreement" must be on file in the Management Office if a vehicle is assigned to a space when in the judgment of management, it poses a risk when valet parked.

Guest Parking

1. The valets will not park a guest vehicle that is greater in size than a standard SUV.
2. Guest parking is based upon a first come first serve basis.
3. There are no in and out guest privileges.
4. All guests not attending a pre-paid party are required to pay in advance a one day fee when leaving their vehicle with the valet.
5. A fee, established by the Board of Directors, will be charged to guests when an additional parking space is required by valet services.
6. Residents must be a member in good standing to use guest parking.
7. Please review the "Limit of Liability" for guest parking (on Valet Ticket). There is a limit of liability in the amount of \$250 for all guest parking."

Event Parking

1. Event Parties (in the Citrus Room) are limited to ten (10) parking spaces and must be paid in advance of the event.

Damage or Loss

1. CityFront Terrace Homeowners' Association is not responsible for damage, theft or vandalism of parked vehicles caused by other owners or guests. These disputes must be handled by the individual residents.
2. Upon discovering vehicle damage the owner believes occurred at CFT, the owner of the vehicle must notify the Front Desk personnel immediately. The Front Desk personnel will document the report, photograph damage and report all the facts pertaining to the damaged vehicle. Upon investigation if it is determined that the vehicle was damaged during the custody of the CityFront Terrace Valets then estimates will be obtained by management to repair the vehicle with a 10-day maximum car rental expense to fix the vehicle. The amount of daily rental allowance will be set by the Board.
3. The Homeowners Association is not responsible for items lost or stolen from the garage. The Association strongly urges all residents to keep vehicles locked and property secured.

4. The careless or reckless operation of any vehicle on CityFront Terrace property is strictly forbidden. Individuals who are responsible for damage resulting from the operation of any vehicle are expected to fully reimburse the party suffering damage for repair of the damage.

General Restrictions

1. Trailers, trucks (except small, private pick-up trucks), boats, campers, motor and mobile homes, and other kinds of recreational vehicles shall not be permitted on any Association property within the complex.
2. Car washing is prohibited within the CityFront Terrace property.
3. Skateboarding, roller skating or playing in the garage or garage entrance is prohibited.
4. Inoperative vehicles shall not be allowed on the property or in the Common Area, including parking facilities, at any time. If such vehicle is identified a notice will be sent to the person(s) in custody of it, requiring the removal within forty-eight (48) hours from receipt of such notice, after which time Management may have it towed away at the expense of the vehicle owner.
5. Owners are responsible to maintain a clean garage surface. Those requiring cleaning from oil stains or other matters will be assessed a fee for cleaning and are subject to a fine for not correcting a problematic vehicle.
6. No vehicle repair/maintenance (other than emergency work) shall be permitted in any area, except with prior written approval of Management.
7. No owner or tenant parking is allowed in the red zones at any time. Vehicles parked in these zones are subject to being towed away without notice and at the expense of the vehicles owner(s).
8. Any vehicle wrongfully parked or any vehicle that is parked in an unauthorized or undesignated location will be towed away at the violator's expense without notice.
9. Oversized commercial vehicles including, but not limited to dump trucks, trailer trucks, construction or other equipment shall not be parked within CityFront Terrace unless specifically authorized by the CityFront Terrace Homeowners Management.

10. No noisy, smoking or off-road vehicles shall be operated within the garage.
11. Unless Management approved, use of power equipment or non-emergency auto repairs are strictly prohibited.
12. Valets and Management have the right to refuse service.

Personal Storage

Assigned parking spaces are primarily intended for the parking of vehicles. Items may be stored in an individual's parking space subject to the following requirements:

1. It is permissible to use the wall or column area(s) directly adjacent to an individually assigned parking space for hanging storage using hooks. A management approved hook must be installed by building staff. Owners will be charged the current rate for labor and cost of materials.
2. Items hung from such hooks must comply with all safety standards and must not impede parking of vehicle or passage between parking spaces.
3. Personal storage items cannot be stored on the floor of garage, from the ceiling, on Association vents, pipes or outside of the assigned parking space.
4. No construction equipment or materials may be stored in parking spaces.
5. Owners and tenants are responsible for all stored items and are strictly liable for any damage or injury caused to any other person or property as a result of said storage.

Contractor Parking in the Garage

1. Valets will not park contractors' vehicles.
2. Contractors that are allowed to park in a resident's space, by that resident, may not in any manner inhibit adjacent vehicles or block traffic lanes.
3. Contractors are not permitted to use the garage for construction. This includes the loading of debris from the site. The Loading Dock will be provided on a first come first serve basis for loading and unloading.

Personal Responsibility

Because of the tight parking spaces at CityFront, the Board of Directors encourages all residents to be "good neighbors":

- Be especially conscious of parked cars when carrying articles to and from your vehicles through the garage.
- Be careful not to bump your neighbor's car when unloading articles or opening your vehicle doors.
- Park within the lines, leaving sufficient room for your "neighbor" to get in/out of her/his vehicle.

CityFront Terrace has 424 parking spaces. The developer assigned each parking space and that assignment cannot be changed by the Management or owners. There are ten open spaces provided to accommodate guests on a moment's notice. Once these spaces are full, the valets will instruct guests to find offsite parking.

SAFETY AND EMERGENCIES

CityFront Terrace has a Fire Control Room located in the lobby. When an alarm is activated, a Security Staff Member will investigate the location of the alarm. If it is a true fire, the Fire Department will be in route to assist.

An alarm is activated either by a smoke detector from the hallway, pull station or a sprinkler being activated. When this occurs the alarm will sound on the involved floors.

If you hear an alarm: Grab your house key, identification, your animal (if applicable), and shut your door behind you. Go to the nearest stairwell and proceed to exit the building in an orderly manner following the exit signs. The stairwells are pressurized to keep you safe. To limit congestion in the front of the building and allow for emergency vehicles, **please meet at Kings Park (the maze) on the west side of the building and wait for further direction from the Fire Department.**

Do not panic. Do not engage in unnecessary conversation with staff or fire personnel when the building is in alarm.

If it is a false alarm, the alarm will be silenced and you will hear a message over the speaker system. All alarms must be taken seriously.

Smoke detectors are there to detect smoke. The common area detectors are electrically powered and maintained by the building; and, when activated, will sound the alarm in the Fire Control Room. In your Unit, the smoke detectors are either battery operated or connected to your electrical system. These are not connected to the main building system. The smoke detectors can be activated by heavy smoke, dust or the occasional spider that finds its way into the detector. If you are having work performed in your unit that requires sanding or painting, be sure to have your contractor notify Maintenance through the Front Desk so that proper precaution can be taken not to set off an alarm.

Speakers are there to notify you when a fire or other emergency has been reported. You will need to listen to the public address system for directions. It may be a pre-recorded message, or a fireman or staff member providing instruction.

The Sprinkler System is throughout the entire building. The law dictates where the sprinklers must go. The sprinklers are activated by heat. They are also very easy to damage, causing a deluge of water and an ugly mess. Please note where the sprinklers are in your unit, and be careful when moving furniture. Look for them in every room. Beware.

Fire Extinguishers are located in each resident floor hallway.

You will find one at each emergency exit (stairwell).

How to use a Fire Extinguisher:

Aim at the base of the fire. Remember P A S S!

P = Pull the Pin

A = Aim at the base of the Fire

S = Squeeze the trigger

S = Sweep, using a sweeping motion at the base of the fire

Pull Stations are located on each corridor. You will find one at each elevator foyer and by each emergency exit (stairwell). How to use a Pull Station: Pull the handle toward you, which will activate the alarm system and can be re-set only with a key.

Power Outages will occasionally occur in our community. There is an emergency diesel generator to supply temporary power to emergency lighting, the garage doors, the fire control room and other essential equipment. Minimal lighting will be supplied throughout the common area corridor but none within your unit. If a power outage occurs, turn off all your electric appliances including computers and heating and air conditioning unit. Items to keep in your household for such events are flashlights, non-electrical phones and drinking water. Do not attempt to use an elevator until the power has been restored. Plan ahead and prepare a supply suitable for your needs.

Earthquakes are a part of living in California. If the community experiences an earthquake, find a safe place. Once the earthquake is over, examine your unit for damage, including cracks, and report any findings to the Management Office. The Maintenance Staff performs inspections daily on the mechanicals to insure safety and that all equipment is running at performance levels. Utilize the stairwells until the Maintenance Staff can check elevators for safety.

Smoke and Carbon Dioxide Detectors

Owners are required by law to have operational smoke detectors and carbon monoxide detectors. [Health and Safety Code §§13113, 1717926 & 17926.1] Please note that it is common for many detectors to last no longer than 10 years, so please test your detectors regularly, follow the manufacturer's instructions about replacement and replace them whenever their useful life ends. If you have tenants, there are battery-operated detectors that have tamper-resistant features to prevent removal of batteries. Some hard-wired detectors have batteries designed to last for the life of the detectors.