GROSSMONT VILLAGE CONDOMINIUM ASSOCIATION

RULES & REGULATIONS

Grossmont Village Association
Rules and Regulations

AB1493 – Discriminatory Language Update of SB 1148

"If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

Introduction

This Homeowners Handbook has been prepared to provide basic information for owners, tenants and guests so that they may better understand the documents governing **Grossmont Village Association (GVA).**

Knowledge and compliance of the rules and regulations by residents is the sole responsibility of the unit owner. Owners are ultimately responsible for any fines or damages resulting from the action of their tenants or guests.

This handbook does not replace the governing documents of the Association. Please read all information provided in this handbook carefully. If there is any contradiction or difference between the contents of this handbook and the Association's Declaration, Bylaws or Articles, the contents of the Declaration, Bylaws and Articles will control.

The Board of Directors, and future Boards, are responsible for effectively enforcing these recorded rules and regulations. While it is not our intention to dictate lifestyles, the enforcement of rules, regulations, standard policies, and procedures creates harmony for condominium residents, protects owner's property investment, and provides a quality of living for the entire community.

Keep this handbook for reference and if you leave our community, please provide this handbook to the new owner prior to departing the Grossmont Village Community. If you are a landlord, you are responsible for the actions of those who inhabit your rental, so please make this information accessible and ensure compliance.

Respectfully,

Grossmont Village Association

General Community Information

The Grossmont Village Condominium Association (GVA) was incorporated in 1973. The tranquil and harmonious environment has remained a constant, here at Grossmont Village. The community consists of 150 units and various common areas and easements that the Association is responsible to maintain. Monthly dues are collected from the membership to pay operating costs and to fund the reserve account for future maintenance and repairs.

All homeowners are members of the Grossmont Village Condominium Association. All rights, interests and privileges are equal. It is important to note that no owner or renter has more rights due to location or seniority in the complex.

No owner may assign their membership to anyone else, other than by legal transfer of a unit. Any sale, transfer of ownership, or change of address must be reported to the management company within ten (10) days of the close of escrow. To be a member of the Association you must be an owner.

A Board of Directors, along with a Property Management Company, operates the Association in accordance to the *Declaration of Restrictions* (*CC&Rs*) and the *Bylaws*. Board meetings are held monthly and attendance by homeowners is highly encouraged.

The Board of Directors consists of seven voting members who serve without compensation. The role and responsibility of the Board are defined in the governing documents of the association. They are responsible for establishing the policies for management oversight of the community, the association and the property in general.

The Grossmont Village Association employs a professional Property Management Company, which receives its direction from the Board of Directors.

Financial Reports are provided to the Board monthly and to all owners annually.

The Board of Directors

The single most visible and responsible group is the Board of Directors. Generally, the Board is responsible for the strategy and management of the community. It is responsible for making all the business decisions that affect the association. It has fiduciary responsibility, legal oversight, and overall management responsibly for all of the association's business.

The decision to become a member of the Board is not an easy decision to make. Board members choose to spend their own time working on behalf of the community. They are interested not only in protecting their own investments, but also in protecting and enhancing the investments and living environments for all the residents in the community.

It is the responsibility of every homeowner to ensure that your investment is well protected. One of the best and easiest ways to do so is to be actively involved in the community: attending Board meetings, become a member of a committee, asking questions of management and more. By doing so, you are working to protect and preserve your property, but you are also protecting yourself and your neighbors from any unacceptable surprises.

In its most simplistic form, the Board of Directors has four basic responsibilities:

- To ensure the repair and maintenance of the common areas.
- To establish and collect assessments to pay common expenses.
- To ensure adequate reserves for future replacement of major components of the property.
- To administer the rules and regulations of the Association.

What happens if the entire Board resigns and no one else is willing to serve? The answer is significant problems and liability. The management company has no authority to act without Board approval and faces potential liability if it does; bills cannot be paid, repairs cannot be made, lawsuits cannot be responded to, rules cannot be enforced, etc. In other words, no business can lawfully be transacted. This creates significant potential liability for all owners.

The best thing you can do for yourself and your community is to become an active part of your community. By being an active part of the community you are protecting, preserving, and enhancing your home, your property, and your investment. You will be able to look at your home and say, "The reason that this is such a great place to live is that I helped to make it that way."

Support System: The Committees

The primary support system for the Board of Directors is the Committees. Committee membership is made up of homeowners not serving on the Board of Directors. However, each committee should have a dedicated Board member as a part of the Committee.

The Committees are an extension of the Board. They research the needs of the community and make recommendations regarding how those needs can be met. Because there are a number of Committees and each consist of several people, the Committees also represent a cross-section of the community. This gives the community and all of its residents a greater and more representative voice to the Board.

The Committees should not make decisions or take actions of there own volition. They are designed to make recommendations only. Those recommendations must be complete and specific so that the Board can make well-informed decisions. However, it is the Board that makes those decisions.

The Board of Directors appoints all Committee members. Additionally, the Board of Directors has the authority to remove a Committee member with or without cause.

The Association is always in need of homeowners to join committees. Get involved - remember this is your investment too! Homeowners are welcome to join the following Committees:

- Finance
- Landscape & Maintenance
- Architectural
- Legal
- Communication
- Hospitality

Only a homeowner can represent the association and sit on the Board of Directors, however we do allow and welcome all residents/tenants to get involved as committee members.

Property Management Company

For large associations or those with minimal Board participation, a property management company can be hired to "take over" management responsibilities for the community. The company reports to the Board of Directors. This relieves the Board members of much of the burden of day-to-day management. It is not that the management company usurps the role of the Board. The Board continues to be responsible for the legal, financial, and operational success of the community and its association.

The Property Management Company will have four major categories of responsibility.

Property Maintenance - The Company is responsible for but not limited to inspecting common property areas and ensuring the association is in compliance with all laws and ordinances associated with the property and taking and recommending actions to ensure that requirements are met.

Service – The Company is responsible for but not limited to ensuring there is regular and adequate trash and garbage collection, landscape and maintenance, and pest control. Water and other utilities' services are also overseen including negotiating with local providers for reduced costs whenever possible.

Administration – Tasks would include but not limited to emergency call service, complaint procedure and resolution. Vendor and bid proposals with monitoring and inspection of these vendors as well as payment. The company prepares the Board book, minutes and other legal documents.

Finance - The Company is responsible for but not limited to preparing operating budgets and other financial documents for the Board to approve, collecting assessments, fees and distributing monies in accordance with the Board approved budget. The company is also responsible for providing assistance with accountants and auditors.

As you can see, many of these functions ally closely with those of the Board of Directors and Committees. It is important to note that the Property Management Company performs these responsibilities. This does not mean that the Board abdicates its responsibilities to the company. The Board and Committees remain responsible for the strategy, health, overall management and oversight to all things related to the association and the community.

Board Meetings

The Board of Directors consists of five members who conduct the business of the Association at the scheduled monthly board meetings. Remember, this is a completely volunteer position, so please respect the time those individuals donate in order to protect your investment and the living conditions we all enjoy. A representative from the property management Company will also attend these meetings.

Board/Association meetings are typically held on the third Tuesday of every month in the Earl Clubhouse at 7:00 pm. Due to scheduling conflicts this meeting time may change. Changes to the monthly meeting will be posted in the laundry rooms or noted in the newsletter.

Any meeting will only be successful if it is well managed. After all, for the Board and Committees each meeting acts both to ensure completion of necessary tasks as well as working as an introduction to the next issues and tasks, which need attention.

For the Board, there are six major agenda items that must be included at each meeting.

- Review and approval of the minutes from the previous Board meeting.
- Manager's Report
- Treasure's Report
- Committee reports – landscape, maintenance, etc.
- Old Business
- New Business
- Open Forum

During the period of open forum, the homeowners are encouraged to voice opinion and bring conditions or concerns to the Board's attention.

Annual Meeting

The Annual Meeting allows the current Board of Directors to show exactly where the association stands and how it has performed over the past year as well as what needs to happen next. The Annual Meeting also allows the association to elect its new Board of Directors.

The purpose of the Annual Meeting is a combination of both legal requirements and the need to build the community. The Annual Meeting is the closest thing to a stockholder's meeting that an association can hold. There are specific guidelines by law and our governing documents that the Annual Meeting must adhere to.

Candidates for available Board positions need to have submitted their information to be included on the ballot. Proxies must be included with your Notice of Meeting. State law and the association governing documents require the Notice of Meeting. Everything from what should be included along with the Notice to how far in advance it must be sent must be in compliance with both the state law and association governing documents.

It is very important for homeowners to attend this meeting because Board members are elected and important financial decisions are voted on. Without a 51% representation, a quorum cannot be met and all business is suspended until future quorum requirements can be met.

There shall be one person designated as "voting owner" for each condominium. Please reference your CC&R's for a detailed explanation as to your voting power and proxy rules.

The Annual Meeting should be looked upon as a greater tool to instill an even greater sense of community. It is the hope that more people will become involved so that we will have an even bigger selection of volunteers to hold future Committee and Board positions. For most of us this is the largest investment we will make in our lifetime and we must work as a team to maintain a harmonious community and sustain property values.

Governing Documents

The Declaration of Restrictions (CC&R's)

The Declaration of Restrictions, usually referred to as CC&R's, are the legal heart of any Community Association. They are the most important of the governing documents of an association

The CC&R's are recorded with the local county recorder's office and constitute the legal foundation of the nature of the association, its purpose, its legal structure, and the limitations imposed on the kinds of activities of the association.

Most importantly they determine under which statutes the association will operate. This gives each owner a clear indication of the nature of the association and the things that are and are not allowed.

When you bought into a Community Association, there are long-term expectations, which are based upon the CC&R's. The CC&R's establish the owners' property rights, including the common areas, how the use of the owners' property may be restricted, and the owners' obligation to the association. They provide for rules enforcement, the association's powers, all financial matters and reserve funds, among other important aspects of the life of the association.

Bylaws

The Bylaws, another of the governing documents of an association are primarily concerned with the rights of association members, their meeting, and details about the roles of the directors and officers. They have an impact on how your property may be used and enjoyed and how other owners may affect it. They differ from the CC&R's in that they usually contain no restrictions on the use of your property, but they may have important restrictions on your behaviors such as noise and activity limitations.

Articles of Incorporation

The Articles of Incorporation are usually filed with the Secretary of State and fulfill the legal requirements that the officers and directors are identified and that the board purposes or nature of the corporation are set out.

Rules and Regulations

The CC&R's state: "The Board of Directors shall have the right, from time to time, to adopt reasonable rules and regulations not inconsistent with the provisions of the CC&R's, relating to the use of the common areas by the owners and other occupants of the condominiums and their guests, and to the conduct of such persons regarding the recreation facilities, parking, storage, trash disposal, laundry, pets and other activities as to which might adversely affect the complex, or its appearance, or might offend, inconvenience or endanger the owners or other occupants of the condominiums or their guests."

Rules and regulations deal with the day-to-day upkeep and management of the common areas. The Board establishes them as part of the governing documents and may be amended or changed by it, as changing conditions require

It must be emphasized that the enforcement of these and all of the other rules is the duty of the Board. A breach of any rule should be taken seriously whether or not it is a violation of any of the governing documents.

This Homeowners Handbook will provide an overview of the rules and regulations of the Association along with helpful information that will make the resident's transition into the community all the easier. The handbook should not be confused with the CC&R's, bylaws, and other governing documents. The Homeowner Handbook is an easy-to-use compilation of useful information.

Definitions

You may consult your CC&R's for the legal definition of these terms. Here we will offer a friendly explanation of the terms.

Condominium: An estate in real property consisting of an undivided interest in common areas with a separate interest in a residential building on the real property.

Project: Means the entire parcel of real property, including all structures.

Unit: The element of a condominium not owned in common with the other owners of the condominium.

Common Areas: The entire project in which the unit resides. This consists of open areas, walks, driveways, grounds, shrubbery, trees, pools, the clubhouses, and the exterior of all buildings. Common areas are owned by all of us in equal shares as tenants in common. Common areas are maintained exclusively through administration of the Board of Directors and their contracted agents.

Exclusive Use of Common Areas: A portion of the common area, which is reserved for the exclusive use and enjoyment of a designated unit. Patios, balconies and carports are for the exclusive use and enjoyment of the associated unit residents.

Monthly Assessments: Monthly dues are established by the Board of Directors to meet the budget adopted for the year. The payments are due on the first of each month and are subject to a late fee of $15 if not received by the 15th of the month.

Assessments & Fines: - A unit owner may be assessed for fines related to violating the rules and regulations as well as repairs for damage to the project caused by unit owner's actions.

CC&R's state: "*The Association shall be reimbursed for the cost of repairs by any condominium owner who causes damage to the project, making such repairs necessary or proper. The association shall levy a special assessment against such owner's condominium for the cost of any such repairs".*

Special Assessments: Civil Code Section 1366(b) allows the Association to impose a special assessment upon the majority vote of the membership at which at least a quorum of members are present. Quorum is defined as more than 50% of the membership

Insurance

The Association maintains a master policy insuring the common areas. **The master policy is a "bare walls" policy.** The association pays the premiums for such insurance from owners' fees collected by the association.

The master policy covers property and liability for the common areas. The master policy covers what is called "bare walls" of your unit. The master policy also covers liability for Directors and Officers. It does not cover flood or earthquake.

CC&R's state: "No condominium owner shall do anything which shall increase the rate of insurance, or result in cancellation of insurance relative to the project or any portion of it."

You Are Not Insured!
Each owner is individually responsible for the insurance and premiums on each individual unit.

- **Unit owner's real and personal property losses are NOT covered under the master policy.**
- **The individual unit owner's personal liability is NOT covered under the master policy.**
- **You must obtain an individual unit owner policy to insure your unit.**

If you are still unclear as to what is covered by the master policy and what is your own responsibility please ask. Do not assume you are covered. The Property Management Company can provide you with contact information for our insurance agent or you can attend a Board meeting and ask questions. Under no circumstances should you be afraid or shy about asking questions until you really understand them. Remember, it is your home you are talking about.

HOW CAN WE, AS A BOARD, GET OUR HOMEOWNERS TO UNDERSTAND THE MASTER POLICY COVERS THE 'BARE-WALLS' OF A UNIT?

YOU DO NOT HAVE INSURANCE UNDER THE MASTER POLICY TO COVER THE CONTENTS OF YOUR HOMES, YOUR REAL AND PERSONAL PROPERTY, OR THE LIABILITY THAT MAY ARISE FROM AN ACCIDENT IN YOUR UNIT.

Rental of Unit

If an owner uses the unit as a rental, it is the unit owner's responsibility to give a copy of the GVA Handbook to the renter. It is also the owner's responsibility to inform a tenant of the Rules and Regulations and provide a copy of any lease agreement to the Property Management Company.

It is the responsibility of the unit owner to ensure that his/her tenant abides by the Rules and Regulations of the Association, The Declaration of Restrictions, Bylaws and all of the Association's Governing Documents.

Each unit owner will register the tenant's vehicle(s) and household information with the Association through the Property Management Company.

It is not the responsibility of the Board of Directors or the Associations Property Management Company to manage unit owner's rental property.

Maintenance Guidelines

Problems will arise from time-to-time. It is best to solve the problem immediately to control the extent of the damage. We can then investigate, repair the damage and determine if the cost belongs to the association or unit owner. You may consult your CC&R's for the exact definition and explanation of common area and unit owner. Below are guidelines for the common and exclusive use utilities that supply our condominiums.

Please become familiar with the locations of fire extinguishers, electrical panels, sewer clean outs, gas shut off valves, water shut off valves not only for your individual unit but for the building in which your unit is located. All maps are located in this handbook, in each laundry room and currently posted on our web site.

Private Contractors:

- Architectural Requests and City of La Mesa Permits must be approved prior to construction.
- Residents are required to use only licensed and Insured Contractors for the Interior construction of your unit.
- Residents are responsible for the contractors they hire. Residents will be fined for the damages and will be assessed for costs to repair damages caused by their contractors.
- The Board may require your contractor to provide them with a Certificate of Liability Insurance naming the Association, it's members, and employees as additionally insured.
- Please let your contractor know that they should not dump liquids into the surface drains, planter boxes, landscaping or dumpsters. Spills on sidewalks, stairs and parking lots need to be cleaned up.
- Contractors or their equipment should never obstruct walkways. Contractor's vehicles may not be parked in Fire lanes, block driveways or prohibit other residents from access to their parking space.
- Dumpsters are for residential trash only. The removal of construction debris, demolition debris, furniture and garbage from your home improvement is the responsibility of the homeowner. We have a Goodwill donation station at the trolley stop and the nearest landfill is located at Highway 52 West and Convoy Street.

<u>Water</u>:

- Water is supplied by the Helix Water District and paid for by the Association.

- Water shut off valves may be located on your patio or at the end of your building. Your water shut off valve may control more than one unit or building. Please locate your water shut off valve before you need it.

- Please be courteous if you or your contractor will need to shut off the water to more than your unit to complete your task. You should notify your neighbors before you begin and let them know how long the water would be turned off.

- Exterior water faucets are located throughout the property and are considered common property. **Water conservation at Grossmont Village is up to you. Please help us conserve water.** No car washing. Please use a watering can rather than a hose in your exclusive use common area when you can to avoid over-watering.

- Please report any flowing water on the property to the Property Management Company immediately.

Sewer: Common and Main Sewer lines

- The Association contracts and pays for Sewer with the City of La Mesa.

- The Association contracts annually (October) to have the common sewer lines and the main sewer lines Hydro-jetted by a Professional Plumbing Services Company. Residents will be notified by Newsletter or by notice 30 days in advance. It is recommended that unit owners have their unit clean outs Hydro-jetted prior to or at the time of this annual maintenance program. This will provide the maximum amount of preventative maintenance to their *Exclusive Use* sewer lines, *Common* sewer lines, and *Main* sewer line sewage evacuation system.

- Sewer clean outs are located at one end or the other of most buildings at Grossmont Village. If you have questions, please bring them to the monthly Board Meetings. Please use the maps located in this handbook, GVA laundry rooms or on our website.

- In the event of a major back up involving several units or buildings, the sewer clean out can be opened to possibly allow the water to escape and reduce the damage to the interior of the units.

- RESIDENTS ARE NOT ALLOWED TO PLANT TREES, BUSHES, VINES OR HEDGES NEAR SEWER LINES OR SEWER CLEAN OUTS IN THE COMMON OR EXCLUSIVE USE COMMON AREAS OF GROSSMONT VILLAGE CONDOMINIUMS.

Sewer: Unit Clean Out for Plumbing

- Each unit at Grossmont Village has its own unit clean out for plumbing. Unit clean outs are located on the **exterior** of your unit, below or near the kitchen sink.

Clean outs are access points for unit plumbing and are maintained by the unit owner. Residents who have installed washing machine drains to the clean out on their patio, must add the proper plumbing materials to allow their clean out to operate as a clean out or assume liability for damages to you and your neighbors.

- In the event that water is backing up and into your unit, the unit clean out should be opened to possibly allow water to flow out.

- Do not put potato peelings, cabbage, lettuce or other fibrous materials of any quantity into the garbage disposal.

Plumbing:

- The Association owns and maintains all common area plumbing and pipes delivering service to the individual units, including Fire Hydrants.
- Unit owners are responsible for their interior plumbing. Unit owners are responsible for scheduling and contracting with a licensed/insured plumbing contractor for construction, repairs and emergencies involving the interior of their unit.

CC&R's state: "Each condominium owner shall have the obligation at his own cost and expense, to maintain and repair all pipes, ducts, flues, chutes, conduits, wires, and systems supplying utility and/or conveniences to his condominium which are located in, or upon his unit, or ceilings, roofs, floors , or walls of his unit."

Plumbing Do's and Don'ts:

Do not flush paper towels, tampons, Kleenex, or other paper products. Avoid using the toilet as a wastebasket. The items above cause 99.9% of the blockage of the unit sewer pipes. Toilet paper should be the only household product being flushed.

Plumbing Emergency: Your sink, toilet or tub is clogged?

1. Turn the water off and attempt to plunge or clear the clog.
2. Call a licensed/ insured plumber of your choice or use our recommended plumber from the vendor contact list.
3. Immediately report the problem to the Property Management Company. This circumstance is generally not the responsibility of the Association.

Plumbing Emergency: Water is backing up into your toilet, shower or bathtub?

1. Turn all the water in the Unit off.
2. Open your unit clean out to allow water to flow out and prevent a back up into your unit.
3. Call a licensed/ insured plumber of your choice or use our recommended plumber from the vendor contact list.
4. Immediately report the problem to the Property Management Company.

5. Contact the neighbors in your building to determine if the common lines to their units are affected. In the event of a major back up involving several units or buildings the sewer clean out can be opened to possibly allow the water to escape and reduce the damage to the interior of the units.

Plumbing Emergency: I have water in my unit and no idea where it is coming from?

1. Call a licensed/ insured plumber of your choice or use our recommended plumber from the vendor contact list.
2. Immediately report the problem to the Property Management Company.
3. Contact your neighbors on both sides of you.
4. Turn off the water at your shut off valve on your patio or at the end of your building.

Pest Control:

- The Association contracts annually with a Pest control company for service in the common areas.
- The Associations Landscape Contractor is responsible for landscape pests in the common areas.
- Unit owners are responsible for all pest control performed in the interior of their unit and on their (exclusive use common area) patio. This includes eaves, overhangs, and patio fences.
- All requests regarding pest control in the common areas must be submitted to the Property Management Company for Board approval, prior to services being performed. Individual Homeowners cannot contract with a vendor for the Association.

Termites:

In September of 2007, the Board of Directors contracted with Xtermite, Inc. for the treatment of termites at Grossmont Village Condominiums. All 150 units interior and exterior, Clubhouses, Carports, Storage and Maintenance buildings were treated and are covered by a 5-year subterranean and dry wood termite warranty. The Board of Directors may negotiate extension of the warranties with Xtermite, Inc. in September of 2012. Additionally, all fences were treated as a one time courtesy treatment and are not covered by warranty. Future treatment for termite or carpenter ant infestation in the exclusive use common areas (back patio and fence), are the responsibility of the individual unit owners. Treatment for individual patio structures is the responsibility of the unit owner.

- **Residents should contact the Property Management Company to report termite infestations.**

Gas:

- If you smell gas and cannot locate the source, place an emergency call to SDG&E at 1-800-411-SDGE (7343). All units have a gas meter located on or near your building. Please locate your gas meter and verify your Meter Number with SDG & E before shutting off your gas meter. Your meter # is listed on your monthly statement and located on your gas meter.

  Meter # _____

- Call SDG&E to turn off the gas at the meter and then call the Property Management Company to report the problem so repair work can be scheduled,

- SDG&E will check for gas leaks and light pilots upon request without charge.

Electrical:

- If your electricity is out, contact SDG&E at 1-800-411-SDGE (7343).

- Every unit has a fuse box located in an interior closet. **Homeowners may not alter these fuse boxes** without prior written approval by the Board of Directors.

- GVA electric panels are located at the end of every building and are accessed and locked by SDG&E. Please contact SDG&E to enter. Most units have only (2) 15 amp fuses to service their unit. **Homeowners may not alter these fuse boxes** without prior written approval of the Board of Directors, the City of La Mesa, and SDG&E. A City of La Mesa permit will be required.

- Homeowners must consider their electric limitations when purchasing major appliances. Using gas appliances whenever possible will help.

Please use the Application for Architectural Improvement Form to request modifications to your electric panel/fuse box.

Landscaping: Common Areas

- The Association contracts with a Professional Landscape Contractor for the common areas at Grossmont Village. All landscaping changes at Grossmont Village Condominiums to the Common areas and to the Exclusive Use Common Areas must have approval from the Board of Directors.

Landscaping: Exclusive Use Common Area, Patio Gardening

- Most of the Units at Grossmont Village Condominiums have a fenced rear patio. The Association retains ownership, responsibility and liability for the foundation, walls, roofs, eaves and fences. Unit owners are allowed to garden as they please, under the following guidelines:
    1. Remember this is a Condominium patio.
    2. Any connection of plants or materials to the Association's common property by the unit owner will cause the unit owners' personal responsibility and personal liability to increase. If you have a plant or materials causing damage to fences, foundations, walls, eaves or roofs you may be assessed for the repairs to the Associations common property.
    3. All plants, trees, bushes and vines must be in pots. Raised off the ground enough to allow air to flow over and protect the concrete slab.
    4. Residents are not allowed to cut holes in the concrete slab to accommodate trees, bushes, vines, large plants, water features or barbeque pits. Residents who have an originally constructed small planter box on their patio may plant annuals and small plants in them.
    5. No raised beds may be constructed on the concrete slab or against walls and fences.
    6. Residents who install interior fence boards, fiberglass, bamboo or other material to cover the fence on the inside will have created a gap for pests like bees, wasps, ants and rats. Unit owners can be assessed for the costs of pest control treatment and repairs to the common property.
    7. Use care with water, water run off, fertilizer and pesticides. Please use watering cans for water conservation.

Landscaping: Exclusive Use Common Area, Unit Entrance

- Every unit at Grossmont Village Condominiums has an area at the entrance, which is considered Exclusive Use Common Area. A resident may, with Board approval, alter the landscape to reflect their personal tastes and design. Over the years some residents chose not to alter the landscape and these areas have remained under the control of the Association and its Landscape Contractor. Once the unit owner alters the landscape in front of their Unit, they are forever responsible for the maintenance of this area. This responsibility transfers with the Unit at the time of sale.
- New owners may request that the Association return their Exclusive Use Common Area to the Landscape Contractor. Cost to return this area to similarly manageable landscaping will be paid by the current unit owner.
- The Association may take control of the Exclusive Use Common Area and return it to its original landscape. This is the case if the area and/or the alterations were not approved by the Board of Directors, has fallen into disrepair, overgrown, encroached common areas, caused damage or determined to cause future damages

to the Associations common areas and/or structures or has become in any way disputed by the current unit owner as to their maintenance responsibilities. All costs will be assessed to the current unit owner as well as fines or penalties incurred.

Please use a Maintenance & Landscape Request form to request changes or make suggestions concerning landscape issues.

Irrigation:

- The sprinkler system is handled through the contracted landscaping service. These sprinklers should not be adjusted or altered by homeowners or residents. Please notify the Property Management Company if sprinklers are causing damage to your unit or common areas. If they are damaged, leaking, broken or operating for an inordinately long time.

- Please report any flowing water on the property to the Property Management Company, Board Members, or Landscape Company immediately.

- Emergency Hint: Water is flowing into your unit from the landscaping irrigation. Look for a green box or irrigation lid, lift the lid and you should find irrigation pipes. You can hear and feel the one, which is flowing. Use a screwdriver and tighten the top screw down (turn right) to shut the water off.

Please use a Maintenance & Landscape Request form to request changes to irrigation.

Surface Drains and Sump Pumps:

- Surface Drains are installed and maintained by the Association. Unit owners must help to keep surface drains near their unit clear of leaves and debris. Please report problems with water runoff to the Property Management Company.
- Sump Pumps are installed and maintained by the Association. Unit owners must be vigilant in working with the Association and property management to insure that these pumps are working. If you are concerned that a sump pump near you is not operating properly, contact the Property Management Company immediately.

If you have any doubt it is best to seek advice from the Board or Property Management Company.

Maintenance & Landscape Request forms are located in the back of this handbook, in the laundry room communication centers or on the GVA website. Please submit forms and any support documentation by mailing to the Property Management Company or present the forms to the Board at the next scheduled Board meeting.

Architectural Guidelines

Architectural uniformity is maintained throughout the project to ensure quality, harmony, and consistency allowing our investment to maintain its market value.
Common and exclusive use areas are shared and enjoyed among all units.

The Board of Directors reserves the right to amend or alter the architectural guidelines at any time. As an owner, you must maintain records of written approvals from previous Boards regarding architectural alterations from the original state of the property. You may be asked at anytime to present such documentation if architectural alterations are in question.

If architectural alterations were made without approval of the Board of Directors at the time the work was performed, the owner may be required to return the property back to it's original state and may incur fines until restoration is accomplished.

CC&R's state: "No condominium owner shall alter, construct or remove any portion of the common areas or affix or attach anything thereto, including roofs and exterior surfaces of the windows and exterior walls of any unit, without the prior written consent of the Board of Directors."

" No condominium owner shall do anything which shall increase the rates of insurance, or result in cancellation of insurance relative to the project or any portion of it".

Ownership: You own the interior of your unit to use as you choose, with consideration of the CC&R's governing the type and color of your draperies or window coverings as they relate to the exterior appearance. Anything that can be seen from the outside, street or sidewalks are concerns of the Association.

Exterior Alterations: Any changes to the common area or the exclusive use common area, such as the addition or replacement of air conditioning units, skylights, cable or internet wiring, satellite dishes, doors, security gates, front door lights, mailboxes, windows, patios, patio covers, flower planting, gardening, etc., require written permission from the Board of Directors. You may be required to secure a permit from the City of La Mesa Building Department before work can begin.

If you have received approval from the Board to make alterations to the unit, you have assumed liability for that alteration to the building. Repairs and replacement will be the sole responsibility/liability of the unit owner.

Architectural Improvement Process

All exterior additions, modifications, decorations, or alterations must be reviewed by and have written approval from the Board of Directors. You should consult the CC&R's for the exact definition and explanation for use of condominiums.

The Board will require the submission of plans and specifications showing the materials, color, structure, dimension, and location of the proposed alteration in sufficient detail to assure compliance with the criteria established by the governing documents.

The minimum criteria for approval shall include and require the following:

- Uniformity of type and design in relation to the existing structure.
- Comparable, or better quality of materials as used in the existing structure.
- Uniformity with respect to color, size and location.

The owner must submit a completed Architectural Improvement Form along with architectural plans, drawings, pictures and/or sketches in sufficient detail to enable the Board to make its decision. Grossmont Village adheres to all City of La Mesa permit requirements. In most cases, a city permit will be required

Adjacent neighbors must review the Application for Improvements and indicate on the request form whether they have an objection to the improvements. An objection by a neighbor may or may not preclude approval by the Board, but the neighbor will have an opportunity to express their opinions to the Board.

Within 60 days following submission of the required documents, the Board will decide whether to approve the request and provide to the owner a written notice of approval or denial. If the request is denied, the Board will indicate the reason for the denial. If the request is approved, the Board will note whether there are any conditional restrictions to the approval.

Application for Improvement forms are located in the back of this handbook, in the laundry room communication centers or on the GVA website. Please submit forms and any support documentation by mailing to the Property Management Company or present the forms to the Board at the next scheduled Board meeting.

Architectural Standards

Window Coverings

CC&R's state "All draped windows shall have, facing the exterior, either draperies, drapery linings or casements of a neutral color approved by the Board of Directors."

The Board defines neutral as: white, cream or off-white. Occasionally a light brown shutter will be accepted as long as it is not darker than the brown trim. The Board will not approve any variety of color except those listed above. Always consult with the Board prior to purchasing to ensure compliance.

Replacement Windows

The replacement of windows must adhere to color and type. The new windows must be white vinyl for the Amaya and Howell sections and almond vinyl for the Earl section. The replacement windows must be double-pane with horizontal sliders that match existing windows. Tint, color and trim subject to Board approval.

The owner must submit a completed Architecture Improvements Form along with architectural plans, drawings, pictures and/or sketches in sufficient detail to enable the Board to make its decision.

Security & Screen Doors

Since 1990, homeowners have determined the need for security doors primarily for security, but at the same time benefit from the cool breezes of La Mesa. Black security doors are the preference of the Board. The only exception is if your door is not visible from the sidewalk or you do not have a neighbor with a black security door you may request in writing to the Board to authorize a neutral-colored security door. The security door should be simple in design and not stand out.

The Board prefers that you purchase a security door but will except screen doors as long as they are black and are maintained by the owner. Security and screen doors must be shut at all times and not be allowed to swing in the wind. Always consult with the Board prior to purchasing to ensure compliance.

The owner must submit a completed Architecture Improvement Form along with architectural plans, drawings, pictures and/or sketches in sufficient detail to enable the Board to make its decision.

Front Doors

Front doors are required to be either painted brown or stained brown to be consistent with the brown trim of the units. If your front door has a window on it you are required to have a security door. This allows for the homeowner to express their uniqueness but also ensures consistency and uniformity. Always consult with the Board prior to purchasing to ensure compliance.

The owner must submit a completed Architecture Improvement Form along with architectural plans, drawings, pictures and/or sketches in sufficient detail to enable the Board to make its decision.

Front Door Lamps/Lights

Front door lights must be black in color. The design should be consistent with your neighbors. The Board will deny all requests made for white, silver or brass front door lights. Always consult with the Board prior to purchasing to ensure compliance.

Mailboxes

Mailboxes must be black in color and be the variety that is designed for condo living. All mailboxes must be maintained in good condition. Always consult with the Board prior to purchasing to ensure compliance.

Home Address Plaques

Except for the street name and address numbers, no art designs can be fixed to the home. The overall size is not to exceed 8 x 10.

Exterior Painting

The current exterior paint color may not be changed. Exterior additions must be painted to match the associations color scheme, example: air conditioning conduit, patio water heater box, painted patio coverings, gutters, and lattice extending above the fence line. You may inquire about the paint colors by contacting the Property Management Company or attending the next scheduled Board meeting.

Gardening in Front of Your Unit

Each unit has an exclusive use common area of varying size and shape in front of the unit. Some residents have chosen to leave the original landscape in place and enjoy the fact they have no outside chores to perform. Other residents have chosen to express their own personality and add flowers or a bench to welcome their guest. Once a unit owner re-landscapes the front of their unit, they are forever responsible for the maintenance of

that area. When they sell their property, the new owner should be advised of this responsibility.

New owners may have the Association landscapers return the area to its original landscaping and resume the Association's maintenance responsibility but the cost to do so will be paid by the new owner.

The Board must approve all landscaping changes. Unapproved landscaping will be removed at the unit owner's expense. Unapproved or abandoned landscaping may be re-landscaped by the Board and the cost will be assessed to the unit owner.

Please fill out a Maintenance & Landscape Request form if you would like to do any major changes to your front garden area. If you receive approval from the Board, you will assume responsibility for this area.

Patio and Patio Gardens

All patio plants must be kept in containers. No trees, bushes, or vines should be planted in the soil because roots could cause a crack in your neighbor's slab or your own. If this should occur, the owner of the plant that caused the problem is responsible for all repair costs, NOT the Association. Any structures, construction or modifications must allow for proper water drainage. The design and décor of your patio should not promote or host the existence of pests, such as hornets, bees, termites or rodents. Always consult the Board to ensure compliance.

Patio gardens should contain only potted plants. No trees, large bushes, vines or trellises can be attached to fences.

While the Association will always maintain ownership of the fences and exclusive use common areas, the unit owner may be found liable for repairs caused by their patio garden.

CC&R's state: "Each condominium owner shall keep his unit clean and in good condition and repair the windows and interior of his unit. The owner or resident shall not permit laundry or other unsightly items to extend from, or hang over, the windows or balcony of his unit."

Air Conditioning

Installation of air conditioning does require Board approval. All residents have the right to properly cool their home in the hot summer months. However, you may not have enough electric power. We have serious limitations to our electrical capacity. Most of our units have only (2) 15 amp fuses. Even the latest technology will not be able to handle the limitations if all your major appliances are electric. We highly recommend you

research your power usage in advance and purchase a unit that operates within those amps.

The owner must submit a completed Architecture Improvement Form along with architectural plans, drawings, pictures and/or sketches in sufficient detail to enable the Board to make its decision. When installing central air conditioning, a La Mesa City Permit is required. This includes the installation of condensers on patios. For window air conditioning units, the following two items must apply:

1. For one-story condos the window unit should be placed in the closest window to the front door.
2. Damages to windowsills or exterior walls of the building caused by poor drainage of an air conditioning unit become the responsibility of the unit owner.

Satellite Dish

Associations may not prohibit the installation, maintenance or use of satellite dishes up to 1 meter (39.37 inches) in size in the area a resident owns or has exclusive use.

- Balconies & Patios - For condominiums, areas of exclusive use are balconies and patios. The association does prohibit anything that extends beyond the balcony boundaries, including installation on the balcony railings and patio fences. If the owner does not have an exclusive use balcony or patio, the association is not obligated to provide a place to install an antenna.

- Roofs- The Association does prohibit owners and tenants from installing dishes on common area roofs.

- Fences- The Association does prohibit owners and tenants from installing dishes on common area fences.

- Walls - Residents do not have the right to drill through common area walls to run cable from the patio into the unit, without Board approval.

The Board does require written notification prior to installation. Please submit your written request by mail to the Property Management Company or present the written request to the Board at the next scheduled Board meeting.

Skylights, Solar Tubes, Solar Panels and Roof Vents

Skylights, solar tubes, and solar panels, are not part of the original construction of the building, so therefore are not the responsibility of the association. All exterior additions, modifications, decorations, or alterations become the responsibility of the unit owner. If the roof is leaking due to improper installation, flashing or lack of integrity of the unit

itself, responsibility resides with the unit owner. If the association calls out a roofer to inspect the situation and the above is the case, the unit owner is responsible for all charges incurred during the inspection. A City of La Mesa permit is required for all skylights and solar panels.

If you add additional roof vents for dryers or water heaters the same applies.

Rain Gutters and Downspouts

Rain gutters and downspouts on the front of the unit, are maintained by the Association on an annual basis. Residents will be notified by newsletter or notice 30 days in advance of annual maintenance. Rain gutters and downspouts on the back patio of the unit, were installed by the unit owner and are the responsibility of the current unit owner. Rain gutters and downspouts installed by unit owners must have Board approval prior to installation.

Roofs

The roofs are owned and maintained by the Association. In the event of a roof leak, please contact the Property Management Company immediately. A delay in the reporting of a problem may expose the unit owner to liability. Any changes, attachments or intrusion into the roof materials including the starter, fascia, eaves and overhangs must have written Board approval prior to construction. Any changes, attachments or intrusion into the roof materials including the starter, fascia, eaves and overhangs will transfer complete responsibility for the roof to the current unit owner.

Architecture Improvement Forms are located in the back of this handbook, in the laundry room communication centers or on the GVA website. Please submit forms and any support documentation by mailing to the Property Management Company or present the forms to the Board at the next scheduled Board meeting.

Pet Rules

CC&R's state: "Two (2) domesticated dogs each of which do not exceed thirty (30) pounds in weight upon mature growth, cats, caged birds, or other household pet provided they are not kept or maintained for any commercial purpose. Such pets shall not be allowed in the common area except as may be allowed by rules of the Board of Directors."

The Board has established the following additional rules and regulations in regards to pets:

- Cats are not allowed to roam freely at Grossmont Village. They must be kept indoors.
- While in the common area, pets must be kept on a leash held by a person capable of controlling the animal. Dogs should always be kept on a leash just as you would at a public park. The law is: if you walk or otherwise bring your dog to public (or other private) property where dogs are permitted, you must restrain the dog by a hand held leash no longer than 6 feet in length. *(SDCC Section 62.669 [a], 62.601 [d], and 62.601 [y]).*
- Pet droppings in the common area are to be picked up immediately and disposed of properly. Please be a responsible and courteous pet owner and properly dispose of your pet droppings in the trash.
- Pets are not allowed in the confines of the pool area at anytime. Please do not bring your pets to the monthly Board Meeting.
- Pets may not be kept on chains or ropes outside the front of your unit unattended.
- Pets are not allowed to be left on one's patio when resident is not home.
- Damage to the common and exclusive use areas resulting from the conduct of a pet will be the responsibility of the owner to remedy. Cost to repair damaged areas will be assessed to the pet owner.
- No snakes

If you witness someone breaking these rules please, fill out a Complaint Form. A written warning letter will be sent to the unit owner. If warnings are ignored, they will result in fines that will be assessed to a unit owner's monthly dues.

Complaint Forms are located in the back of this handbook, in the laundry room communication centers or on the GVA website. Please submit forms by mailing to the Property Management Company or present the forms to the Board at the next scheduled Board meeting.

Noise Disturbances

Patio
Patio noise created by you and your guests after 10:00 pm may be affecting your neighbors. We ask that common courtesy be exercised and the party be moved indoors by 10:00 pm.

Contractors
Home renovation and private contractors should operate between the hours of 9:00 am and 5:00 pm, in consideration of your neighbors.

Nuisance Barking
Nuisance noise from a dog is defined as barking or whining for more than 5-minutes in any 1-hour period.

CC&R's state: "No condominium owner shall interfere with the rights of, or annoy, or be offensive to, other condominium owners."

Parking Rules

Residential Parking
All cars belonging to unit owners, residents, and tenants must display a GVA parking sticker and be registered with the Association. The GVA parking sticker is available through the Property Management Company. We recommend the parking sticker be placed in the lower corner of the back windshield in a location that will not obstruct the view while driving.

Assigned Carports
Each unit owner is assigned a single carport. Only one vehicle is allowed per space and must not interfere with neighboring spaces. Storage cabinets in each carport are to be locked by the resident. Items left in the carport but not stored in the cabinet will be removed and thrown away immediately. Residents are responsible for clean up of any oil spills on the ground caused by their vehicle. All cars in carports must be operable and display a GVA parking sticker.

Enclosed Carport Spaces
Years ago some residents were allowed to enclose their carport space, at their cost. The Association is not responsible for the maintenance of the structure. New laws prohibit the enclosing of carport spaces by individual unit owners. New residents may have the Association tear down the enclosed space and return the space to its original condition, the cost to be paid by the unit owner.

Number of Parking Stickers Per Unit
If a resident owns two vehicles, one should always be parked in the assigned carport allowing space for all residents to park a vehicle in unassigned parking spaces and on the street. This courteous gesture will maximize our ability to provide ample parking for all residents.

Every unit owner is entitled to two GVA parking stickers. If an owner has a third vehicle, it must be parked in long-term parking and display a long-term GVA parking sticker.

Long-Term Parking
Long-term parking is located in the Earl section. Long–term parking is available for residents with a second and third vehicle and guest automobiles that will be parked for more than 72 hours. To avoid towing, unit owners, residents and tenants vehicles must display a GVA parking sticker. Guest vehicles should be marked with a sign on the dashboard indicating GUEST and which unit they are visiting. Any vehicle that is without current registration or not in operating condition will be towed. Abandoned and unmarked vehicles will be towed.

Guest Parking Spaces
Limited uncovered parking spaces are available throughout the project for residents and identified guests only. Cars parked in the uncovered parking spaces without the GVA parking sticker or Guest Parking sign on the dashboard are subject to towing. Vehicles may not park in uncovered parking spaces for more than 72 hours. If you are using uncovered parking and are going out of town or have guests with a vehicle for longer than 72 hours please use the long-term parking area to avoid towing.

Recreational Vehicles
All recreational vehicles and commercial vehicles over 7 feet high must be parked in the back row of the long-term parking lot located in the Earl section. Recreational vehicles must display the GVA long-term parking sticker. If you drive a large commercial vehicle for work you must park in the back row of long-term parking and display a long-term GVA parking sticker. Recreational and commercial vehicles without identification are subject to towing.

Changing Vehicles
New vehicles must be registered with the Association and a new GVA parking sticker assigned and displayed. The same rule applies to unit owners with new roommates and new renters.

Loading (Green) & Service (Yellow) Spaces
There are several spaces identified as 20 minute loading (green) spaces for unit owners and service vehicles. Exceptions to the time limit may apply during the moving in or out of a unit with proper notification and approval from the Property Management Company. Never block other parking spaces while loading or unloading. Vehicles parked unattended longer than 20 minutes in the loading spaces are subject to towing.

Service (yellow) spaces are for Association Contractors and vendors only. Residents and guests parked in these spaces will be subject to towing without notice or warning.

Unassigned Carports
There are five (5) unassigned carports located in the Amaya section available for rent on a first-come first serve basis The rental fee will be added to your monthly HOA fee. The Board of Directors will set the cost for the rentals and periodically update them at a Board meeting. A rented carport space is non-transferable when a unit is sold. It will be returned to the Association and assigned to the next unit owner on the waiting list.

Call the Property Management Company for availability and placement on the waiting list.

Residents may only rent one storage unit, garage, or carport at a time.

Blocking Vehicles
No resident can park their vehicle to obstruct entry and exit to another neighbor's vehicle. Vehicles parked in the carport should be positioned in the middle of both lines to allow doors to open. No vehicle should be double-parked blocking access in or out of a carport

or parking space. Vehicles will be towed without warning.

Automotive Maintenance
No auto repair is allowed on the project other than an emergency jumpstart or tire change. Tune-ups, oil changes, and general maintenance including car washing, etc., are prohibited.

Speed Limit
The speed limit is 15 mph on all driveways and streets throughout Grossmont Village.

Fire Lanes
Parking is prohibited in the fire lanes at all times, by order of the La Mesa Fire Department. Violators will be towed without notice.

Please note: Violation of these rules and regulations may result in towing and/or fines.

GVA Parking Registration forms are located in the back of this handbook, in the laundry room communication centers or on the GVA website. Please submit forms by mailing to the Property Management Company or present the forms to the Board at the next scheduled Board meeting.

Trash & Recycling Guidelines

There are several trash areas provided throughout Grossmont Village. Please locate and use the one nearest your unit. Trash service is maintained by the association and included in your monthly fees.

We have two blue recycling bins located in each trash area. One is for newspapers and mixed paper. The second is for glass bottles and jars, cans, and plastic containers. The following guidelines will help the Association maintain the cost of trash service.

- Trash must be bagged securely.
- Do not leave anything on the ground around the dumpster that could prevent the trash company from emptying the dumpster or bin.
- Large cardboard boxes must be broken down and stacked behind or along side the bins.
- Close the lids after using the dumpster.
- Digging or scavenging in the dumpsters is prohibited.

Do not dispose of the following items in any trash area, dumpster or bin.

- Automotive items such as batteries, antifreeze and used oils and filters.
- Building or remodeling materials including flammable and toxic material.
- Electronic waste like, cellular phones, CPUs, Monitors for example.
- Furniture and appliances like mattresses or microwaves for example.
- Bulky items that do not fit into dumpsters or bin like mattresses, bookcases.

DO THE RIGHT THING!
Do you want to do the right thing and dispose of household hazardous waste (HHW) properly. If you reside in La Mesa, you are eligible to participate in the City's free HHW drop-off-program. Call EDCO at 619-287-5696, extension 4270 to schedule an appointment or for additional information. For a complete list of public disposal sites, buyback centers and recycling do's and don't please visit www.edcodisposal.com.

Please note: If you are caught dumping any restricted items in the trash area, dumpsters or bins you will be assessed the cost for the special pick up and an additional fine may be imposed for not following these rules.

Amenities & Facilities

Pools
There are three GVA pools available to all residents of Grossmont Village. One pool is located in each of the Amaya, Howell and Earl sections. There are no lifeguards on duty at the pools. A complete list of pool rules is included in this handbook. You must have a key to enter and exit the pool area. In case of a lost key, you may obtain one from the Property Management Company for a $25 replacement fee.

Clubhouse Rentals:
There are two Clubhouses available to all residents. The clubhouses are located in the Amaya and Earl pool area and can be rented by residents for meetings or parties. You must submit a Clubhouse Rental Agreement form at least 30 days in advance. The Board of Directors will set the cost for the clubhouse rentals and periodically update them at a Board meeting. A rental fee and a deposit are required. If all items are performed on the Clubhouse Clean-Up Checklist and there is no damage you will receive the security deposit refund. If the event takes place at night, renter is allotted up to noon, the following day, to have the clubhouse in clean condition. Rental is subject to the following regulations:

- No announcement of such meetings shall be made through public news media.
- No alcoholic beverages can be served, consumed or sold.
- The number of participants at the indoor meeting shall not exceed the limits established for the clubhouse rooms by the La Mesa Fire Department.
- A reasonable noise level shall be maintained, such that adjacent residents are not disturbed. The residents renting the clubhouse should leave the premises no later than 10:00 p.m.
- No wet bathing suits are allowed in the clubhouse and pool rules apply.
- No individual or group shall engage the use of the Earl or Amaya clubhouse on a permanent "standing appointment" basis if another resident requests a reservation for that particular day and time.
- Renter must supply a Certificate of Liability Insurance naming Grossmont Village Association, its members, and employees as additionally insured. This certificate can be obtained at no additional cost from your individual homeowners insurance company.

Clubhouse Rental Agreement forms are located in the back of this handbook, in the laundry room communication centers or on the GVA website. Please submit forms by mailing to the Property Management Company or present the forms to the Board at the next scheduled Board meeting.

Laundry Facilities
Laundry rooms are for the exclusive use of the residents, only. There are five coin-operated laundry rooms available for use by residents of Grossmont Village. Each laundry facility has three washers and dryers and a utility sink. Usage is limited to 6:00 a.m. to 10:00 p.m. daily. Be sure to lock the door and close the windows when you leave. The Association maintains the laundry facilities. We ask that all residents please help to

keep them clean and in good working order. If you notice a problem with the equipment

or facility, please notify the Property Management Company immediately. Residents with washers and dryers on their patio should not run the machines between the hours of 10:00 p.m. and 8:00 a.m.

If you notice a problem with a washer or dryer please contact Web Laundry Systems or the Property Management Company. The phone number for Web Laundry Systems is located on each machine.

Storage Facilities

There are ten (10) large storage units (size of a carport) and thirteen (13) smaller storage units (4' x 5' x 8') available for rent by residents. These rental units are common area facilities and are therefore made available to all residents living in Grossmont Village.

The Board of Directors will set the cost for the rentals and periodically update them at a Board meeting. The rental fee will be added to your monthly HOA fee. A rented storage space is non-transferable when a unit is sold. It will be returned to the Association and assigned to the next unit owner on the waiting list. Call the Property Management Company for availability and placement on the waiting list.

Sauna

Years ago Grossmont Village had two operating Saunas. Today those Saunas are inoperable and have been for some time. The cost to update and repair the saunas is very expensive and not in the foreseeable budget. These saunas should not currently be listed as an amenity when selling your unit.

Pool Rules

The pool rules are also established for health and safety reasons. These rules are in place to keep the pools and the pool areas clean and in working order. Please be responsible and keep our pool areas nice.

- The safety line is to remain in place at all times. If you remove the safety line to swim laps you must replace the safety line before exiting the pool. The health department can and will shut our pools down if they see the safety lines down.
- Please do not use the safety equipment as pool toys.
- No food or drinks in the pool area. Water is permitted in plastic bottles only. Absolutely no glass containers. Please throw away your plastic water bottles in the trash.
- In consideration of the health and safety of all persons using the pool, an adult resident must accompany all guests. An adult resident must accompany all children under the age of 14.
- Swim diapers are required for children who are not potty-trained.
- Cut off shorts are not allowed.
- No rocks or coins are to be thrown in the pool at any time.
- No skateboards, bicycles, roller blades or skates are allowed in the pool area.
- No running in the pool area. Rough play is not tolerated.
- **No boogie boards, float boards, or foam tubes are allowed in the pool.** Inflatable rafts and devices are allowed, as long as they are used properly and are not inconveniencing other residents in the pool.
- No loud music; please use earphones to listen to your music.
- No pets allowed in the pool area: this is a Health Department violation resulting in fines and pool closures by the Health Department.
- Please dispose of all cigarette butts and ashes in the proper containers.
- The pool closes at 10:00 p.m. Please make sure that the pool gate is closed at all times.

Please note: Violation of these rules and regulations may result in fines or revocation of pool privileges for a determined period of time.

Reporting Violations

The Association encourages neighbors to make a reasonable, good faith effort to resolve noise, pet, vehicle, or other problems amongst themselves. Often times, a neighbor does not realize that merely knocking on the door and discussing the problem will bring a speedy result.

If a unit owner or resident believes that a neighbor is violating the Rules and Regulations, and the unit owner is uncomfortable with going to the neighbor, they may file a complaint by submitting the Complaint Form to the Property Management Company for Board review.

The written complaint shall describe, in detail, a description of the violation or condition. Be as specific as possible include dates and times if applicable. Complaints with more than one witness increase the validity of the claim. If the same violation or condition is affecting multiple units, please include their names, any comments, and signatures. All complaints will be kept as confidential as possible.

The Board shall review the written complaint, and will determine on a case-by-case basis, whether the condition described constitutes a violation. Such matters require due process. The Board is responsible for making sure that proper notice and fair treatment is given in the enforcement of Association rules.

If the Board determines that no violation exists, the Association will take no further action and all parties involved will be notified in writing of the Board's decision. If the Board concludes that a violation exists, the Board will determine whether the Association should pursue all or any of the Association's enforcement options.

Enforcement

Enforcing Community Association rules can be the most difficult aspect of living in the community, but the Board has an obligation to enforce the association's rules. When a violation is reported it must be clearly defined and accurately documented.

Once the Board is aware of a reported violation, and determines it is a true violation, the Board must begin enforcement proceedings. All enforcement proceedings will have as part of their foundation the following due process:

- Clear and unequivocal written complaint
- Immediate notice to offending party of violation
- Offer to allow reasonable time, if appropriate, to remedy the violation
- Offer to mediate the matter
- Notice of speedy and fair hearing date if remedy is not made or if mediation fails
- Notice of the potential fine or other enforcement method the violation requires

Actions the Board of Directors are authorized to take include: imposing monetary penalties (fines), towing vehicles, suspending voting privileges, suspending common area use privileges, remedying the violation and collecting any costs incurred from the owner, and in appropriate circumstances, commencing legal action.

If the Board imposes discipline on the unit owner, the Board shall provide the member a written notification of the disciplinary action. Fines will be imposed for not following the Rules & Regulations of GVA. The table of fines is as follows:

1st Violation	Warning or fine up to $25
2nd Violation	Same offense: up to $50
Additional violations	Same offense: up to $100
Safety and vandalism	Fines up to $100 per incident, depending on the violation, plus costs to repair or replace damages.
Continuing violations	Fines up to $ 100 per day may accrue until the violation is cured.
Suspension of Privileges	In addition to or in lieu of fines, privileges may be suspended for up to 30 days.

Fines are due and payable within thirty days (30) of assessment of fine and will be added to your monthly dues. A suspension for violation of the adopted Rules & Regulations shall not exceed 30 days for each infraction.

Most fines are per violation except architectural fines that accrue daily until alterations are removed or corrected. If a homeowner takes the liberty to change the outer appearance of their unit, without prior permission of the Board, they may face a $25 fine per day until corrected. For example, if a homeowner does not fix the problem after 30 days post written notice of disciplinary action, such a violation could result in a $750 fine.

GROSSMONT VILLAGE CONDOMINIUM ASSOCIATION
ELECTION RULES

California Civil Code requires the Association to adopt rules regarding membership voting on matters. The Association desires to comply with these requirements and amend its Election Rules.

The Association does hereby resolve to adopt the following Election Rules, as follows:

1. Provide equal access to Association media, newsletters, websites or mailers to all candidates for election to the Board for purposes that are reasonably related to the election.

2. Provide Members equal access to Association media, newsletters, websites or mailers for the purpose of advocating a point of view which is reasonably related to the election, to the extent any Members are provided with such access. If access is provided to candidates or Members, the Association shall not edit or redact the content, but may include a disclaimer that the Association is not responsible for the content.

3. Candidates and Members advocating a point of view reasonably related to the election shall have equal access to any Common Area meeting space, if any exists. This access shall be provided at no charge, save for any deposits or other procedures required to reserve Common Area meeting spaces.

4. Qualifications for candidates to the Board of Directors shall include:
    a. Candidates must be Owners in Good Standing. "Good Standing" means that the candidate meets all qualifications listed in the Association's Governing Documents.
    b. Only one Owner per Unit shall be eligible to serve on the Board at any time.
    c. Candidates must not be delinquent in the payment of any Association assessments, late charges and other collection costs as set forth in the California Civil Code. This includes all unpaid assessment debt, including any associated with bankruptcy filings and judgments within five (5) years of candidacy.
    d. Candidates must not be in violation of the Association's Governing Documents.
    e. Candidates must not have any outstanding fines/penalties or suspension of membership privileges.

5. Procedures for nomination of candidates to the Board shall allow for a Member to nominate himself or herself and shall be consistent with the Governing Documents.

6. Qualifications for voting shall include, but not be limited to the following (as further described in the Association's Governing Documents):
    a. Members name must appear in the official records of the Association as of the record cut off date set by the Inspectors of Election and/or Board of Directors.
    b. Member must be in Good Standing, as set forth in Section 4.
    c. Member may not be the subject of violation proceedings which have resulted in the suspension of such Member's rights to vote.

7. The voting power of each member shall be as described in the Association's Bylaws and/or Declaration.

8. Inspector(s) of Elections (i.e. independent third parties) shall be appointed by the Board. The number of Inspector(s) of Elections shall be one or three. The following persons may serve as Inspector(s) of Elections: The Association's CPA, Property Manager, Attorney, or other professional hired by the Association. Association Members who are not a Board member or a candidate or a person related to a Board member or a candidate may serve as Inspector(s) of Elections. If an independent party serves as Inspector of Elections, that party may be compensated for the services performed. Association Members are not entitled to compensation for serving as Inspector(s) of Elections.

9. The voting period for elections shall commence when the notice of the meeting and/or ballots have been mailed to all Members and shall terminate as stated in the notice and/or ballot or as determined by the Inspector of Elections, consistent with the Governing Documents.

10. Ballots submitted by Members not in Good Standing may only be counted towards quorum.

11. Once a ballot has been received by the Inspector of Elections, it shall be irrevocable. If a member submits both a proxy and a ballot to the Inspector of Elections, the ballot will supersede the proxy.

12. The authenticity, validity and effect of proxies submitted by members shall be determined by the Inspector(s) of Election appointed pursuant to California Civil Code.

13. Proxies may not be used in lieu of a ballot. Proxies may not be revoked once a proxy holder has submitted a ballot to the Inspector of Elections.

14. Inspector(s) of Elections may appoint and oversee additional independent third parties to verify signatures and to count and tabulate votes. Votes shall be counted and tabulated by the Inspector(s) of Elections or their designee(s) in public at a properly noticed open meeting of the Board or Members. Any candidate or other Member may witness the counting and tabulation of the votes. To ensure anonymity of the voting, Members must stand at least five feet away from the Inspector(s) of Election or their designee(s) during the tabulation process. Members are prohibited from speaking to the Inspector(s) of Elections or their designee(s) during the tabulation process or interrupting the tabulation process in any way.

15. Notice of the tabulated results of the election shall be provided to the Members within 15 days of the election.

16. Ballots shall be retained in the custody of the Inspector(s) of Elections as set forth in California Civil Code, at which time the ballots shall be transferred to the Association. The Association shall store the ballots for no less than one year after the date of the election. At the conclusion of this one year period the ballots may be destroyed.

AMENDMENT TO THE RULES & REGULATIONS

DUTY TO INSPECT UNIT; WATER/MOISTURE INTRUSION AND MOLD

Each Unit owner is responsible for inspection their unit on a regular basis, not less than weekly, and must ensure that there are no plumbing leaks, wet or damp building materials or areas, moisture, musty smells, mold or mildew contamination (including, but not limited to, inside of closets and water heater closets, behind furniture, beneath cabinets and sinks and behind bathroom fixtures).

Unit owners should make all residents and/or tenants aware that moisture is necessary for and can contribute to mold growth, and that mold and mildew can grow in the unit if not properly maintained and ventilated. Each Unit owner agrees to repair immediately any non-working window, sliding door, fan, heating, ventilation or air conditioning system.

Each Unit owner also agrees to report in writing to the Board of Directors, via the Property Management Company, **immediately upon discovery,** any signs of mold or mildew contamination, including, but not limited to, musty smells, and any signs of water or moisture intrusion into the unit, including plumbing leaks, roof leaks, irrigation leaks (or overspray), window leaks, and overflows from kitchen, bathroom, and/or laundry facilities.

Any homeowner that fails to inspect their Unit and/or report any issue will be responsible to the Association and to any other homeowners that may be affected by that undiscovered or unreported issue.

Additionally, homeowners will be responsible for all clean up and removal of any water and/or moisture and/or mold resulting from any intrusion into their unit, regardless of the source of the water/moisture intrusion.

It is the responsibility of the homeowner to immediately notify the Association's Property Management Company of any signs of water intrusion, including but not limited to, plumbing leaks, roof leaks, irrigation leaks (or overspray), window leaks, overflows from the kitchen, bathroom and/or laundry facilities, mold or mildew.

Any homeowner that fails to report water intrusion issues within 48 hours of the initial discovery will be fully responsible for all water removal, mold remediation and damage repairs in their unit, or any other homeowner's unit, regardless of the source of the intrusion.

If you have not received confirmation from the Property Management Company within 24 hours that your issue is being addressed, it is the responsibility of each homeowner to follow up with the Property Management Company to ensure timely repairs. Failure to follow up on needed repairs will transfer responsibility for damages to the individual homeowner, regardless of the source of the water intrusion.

While the Association may investigate the water intrusion, if the intrusion is from something that is under the maintenance responsibility of the homeowner, the homeowner will be responsible for all costs involved, including investigation costs (plumbers service call, etc.), even if the homeowner chooses to use another vendor to complete any needed repairs.

GROSSMONT VILLAGE
HOMEOWNERS ASSOCIATION

RULES & REGULATIONS AMENDMENT
PARKING/PARKING PERMIT RESTRICTIONS

Due to reports of abuse of the parking and parking permits, the attached proposed new rules are being presented to the membership for a 30-day review and comment period pursuant to California Civil Code.

Please take a moment to review the proposed new rules. If you have any questions or concerns regarding the proposed new rule please submit them in writing to the Board of Directors care of 360 Community Management. Homeowners are responsible for notifying their tenants of all rule changes.

Unless you are notified otherwise, the proposed new rule shall be adopted and take effect May 9, 2016 following a 30-day review period.

Please note that the following are in addition to the existing parking rules:

A. PARKING/PARKING PERMITS

1. Each owner in Good Standing is assigned no more than two regular parking permits and one long term parking permit. In order to be in "Good Standing", an Owner must:
    1. Be current in the payment of assessments;
    2. Have no outstanding fines or other charges due to the Association;
    3. Have no suspension of voting rights;
    4. Have no suspension of the right to use the recreational facilities;
    5. Not be in violation of the rules or governing documents.

   An Owner's privilege of parking in open (unassigned) parking may be revoked if the Owner is not in Good Standing. If an owner's privileges are revoked, neither the Owner nor any resident (resident's guest) may park in any open space.

2. Replacement permits will be issued per the following cost schedule:
    1. 1st replacement - $50
    2. 2nd replacement - $100
    3. Any and all subsequent replacements - $150
3. No more than two replacement tags will be issued in any twelve month period. If more than two permits are lost in that period, vehicles must be parked on the street.
4. Damaged or unreadable permits may be *exchanged*, on a one for one basis, at no cost to the homeowner/resident. ***NOTE: PERMIT HOLDERS SHOULD KEEP THEIR VEHICLES LOCKED AT ALL TIMES TO PREVENT THEFT OF THE PARKING PERMIT.***
5. All vehicles within the property are required to display Grossmont Village Parking Permits at all times, ***including*** any vehicle with handicapped license plates or placards. Any vehicle without a Grossmont Village Permit may be towed. ***This is in compliance with current California law.***

6. Permits shall be placed on the inside front windshield area of the vehicle. The permits provided are made so they may be hung from the inside rear view mirror support. If they cannot be attached to the mirror, they should be placed, face up, on the dashboard on the driver's side of the vehicle. ***NOTE: THE PERMIT CONTROL NUMBER SHALL BE COMPLETELY VISIBLE FROM OUTSIDE THE VEHICLE AT ALL TIMES.***

If there is a vehicle parked in your assigned carport, you may contact the towing company directly to have it removed. Grossmont Village will not remove vehicles parked in someone else's assigned space.

Please note that Owners will be responsible for the cleanliness of their assigned parking carport. Please ensure that any vehicle that is parked on the property is free of fluid leaks.

B. VEHICLES WITH CAR COVERS

Vehicles that use car covers must be able to be lifted to view the vehicle's current DMV registration.

NOTE: THE PARKING PERMIT SHALL BE COMPLETELY VISIBLE AT ALL TIMES. THEREFORE, IT IS THE RESPONSIBILITY OF THE PERMIT HOLDER TO INSURE THE PERMIT IS COMPLETELY VISIBLE.

C. VEHICLE RESTRICTIONS

1. No trailer, camper, motor home, recreation vehicle, commercial vehicle, truck (other than standard size, four wheeled, pickup truck or van), boat or similar vehicles shall be permitted within the complex, other than in the Long Term Earl Parking Lot (see Long Term Parking)
2. Commercial vehicles shall not include sedans or standard size, four wheeled, pickup trucks or vans which are used for both business and personal use. Such vehicles shall be unobtrusive, as determined by the Board of Directors.
3. No off-road or unlicensed motor vehicles are to be operated within the complex.
4. Any vehicle that is not displaying current DMV registration may be fined and/or towed. Vehicle storage is not allowed. Any vehicle that is inoperable (flat tires, missing parts, etc) or that is parked in the same parking space for more than 72 hours (without Board approval) may be tagged and towed. If, for any reason, you are planning on leaving your vehicle parked for an extended period of time somewhere other than your own assigned carport, you must contact the management company in advance and the vehicle must be parked in the long term lot on Earl.
5. Homeowner/residents are responsible for proper parking of their vehicles and the vehicles of their invitees.

D. TOWING OF VEHICLES

In addition to other enforcement remedies authorized by the Governing Documents, the Homeowners Association may control vehicle parking within the complex by towing of vehicles. Parking enforcement personnel or volunteers may be utilized to enforce all parking rules and regulations within the complex.

Vehicles parking in violation of the Rules and Regulations are subject to immediate towing, including, without limitation, the following:

1. Any vehicle which is blocking a fire lane (with a 15 minute grace period).
2. Any vehicle parked in an unmarked or unauthorized area.
3. Any vehicle parked in a red zone or red painted area.
4. Any vehicle parked in front of/or blocking the entrance to a garage or storage area.
5. Any vehicle not parked within the marked parking space (i.e. straddling the white
6. Any vehicle larger than a standard four wheeled pickup truck or van.
7. Any vehicle that is inoperable or has exceed the 72 hour parking limit.

E. LONG TERM PARKING

In addition to all other parking rules, any vehicle parked in the long term lot are subject to the following restrictions:

1. Owner must register the vehicle with the HOA Management office and obtain specific long term parking tag.
2. Vehicle must be currently owned by and registered to the resident of a unit within Grossmont Village.
3. Vehicle must fit into existing parking spaces (may not be longer or wider than the white painted parking space lines). Exceptions to this may be made at the Board of Directors discretion, if and only if there are open spaces available in which a longer vehicle will not interfere with access to the parking area.

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

GROSSMONT VILLAGE CONDOMINIUM ASSOCIATION

July 2, 2019

IMPORTANT NOTICE

To: Grossmont Village Condominium Association – Homeowners

Re: Rules Revision – Solar Installation Policy

From: Grossmont Village Condominium Association – Board of Directors

Dear Members;

The draft Solar Energy System Policy was presented to the Membership on May 7, 2019 for a minimum thirty (30) day review and comment period, pursuant to California Civil Code. During a regularly scheduled meeting of the Board of Directors held on June 26, 2019, a motion was made, seconded and carried to adopt the policy as presented.

The rules are effective immediately. If you did not receive a copy of the revised rules, please contact the management office.

Thank you for your time and consideration.

Sincerely,

Grossmont Village Condominium Association
Board of Directors

GROSSMONT VILLAGE CONDOMINIUM ASSOCIATION
SOLAR ENERGY SYSTEM POLICY

This Solar Energy System Policy ("Policy") is established in accordance with Civil Code §§ 714, 714.1 and 4746 and the Association's First Restated Declaration of Covenants, Conditions and Restrictions ("CC&Rs"), to govern the installation of Solar Energy systems, as defined below, within the Project and provide guidelines for Owners seeking approval from the Board of Directors ("Board") for installation of a Solar Energy System. The Association is responsible for the maintenance, repair and replacement of all roofs within the Project. This Policy is intended to provide guidance to Owners who desire to install and maintain a solar energy system upon a Common Area roof within the Association. These guidelines are intended to allow energy-conserving systems that are aesthetically pleasing to all Owners and residents. Owners may only install Solar Energy Systems in compliance with the terms, conditions and restrictions set forth herein.

1. Definitions:

A. "Solar Energy System" or "System" shall mean any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating, space cooling, electricity generation, or water heating.

B. "Owner" shall mean any person, firm, corporation, or other entity which owns a fee simple interest in any Condominium, as recorded in the official records of San Diego County.

2. Association Approval Required:

A. Owners must obtain approval of the Solar Energy System by the Board prior to the installation and/or use of the Solar Energy System.

B. These rules set forth the requirements for the installation or use of a rooftop Solar Energy System for household purposes on a multi-family common area roof shared by more than one Owner in which the applicant resides.

3. Application Process:

A. Owners shall submit an architectural application to the Association's AC for approval by the Board of the proposed Solar Energy System.

B. The request must address the items specified in the paragraphs below.

C. The Board shall respond, in writing, to the Owner's request within 45 days from the date of receipt of the request and may approve the installation conditionally imposing reasonable restrictions as permitted by Civil Code Sections 714.1 and 4746.

D. Fees may be imposed to defray the costs of reviewing plan submittals as well as all costs associated with the preparation and recordation of the covenant agreement and any subsequent modifications.

4. Approval and Installation Requirements:

A. Applicants for Solar Energy Systems must notify each Owner of a Unit in the Condominium Building on which the installation will be located of the application to install a Solar Energy System. Evidence of such notification shall be provided to the Association in the form of a notification sheet signed by each Owner.

B. Applicants for Solar Energy Systems must submit a solar site survey showing the placement of the Solar Energy System prepared by a licensed contractor or the contractor's registered salesperson knowledgeable in the installation of solar energy systems to determine usable solar roof area. (The survey and the cost of the survey are not included as part of the cost of the system as used in Civil Code section 714.) The site survey shall include a determination of an equitable allocation of the usable solar roof area among all Owners sharing the same roof. In the event the survey cannot confirm that the requesting Owner's equitable allocation of the common area roof is sufficient for the installation of their System, the request may be denied.

C. Solar Energy System applications shall conform in all respects to the CC&Rs, the Association's Rules & Regulations, Architectural Guidelines and any other governing documents.

D. Each applicant for a Solar Energy System must submit two (2) sets of plans, including engineering and construction plans, the solar site survey discussed in subsection (B) above, photographs, and specifications for the entire proposed Solar Energy System (such as details of size, design, color, and materials listed on each set of plans, and location of Solar Energy System on the exterior of the unit). All drawings must show affected elevations. If the System will be leased, a copy of the proposed lease with the leasing company shall be provided with the application. If an application is incomplete, the ACC may request additional documents and information. The AC and/or Board may request other specifications from the Owner which it deems necessary to make an informed decision.

E. Before the installation begins applicants must provide evidence to the satisfaction of the Board that the Association has been named as an additional insured on the insurance policy maintained by the installer covering applicant's obligations set forth herein as relates to damage to property that is the Association's obligation to maintain, repair and/or replace.

F. The Owner, and each successive Owner, must maintain a homeowner liability coverage policy at all times and provide the Association with the corresponding certificate of insurance within 14 days of approval of the application and annually thereafter.

G. As a condition of the Association's approval, each applicant must execute an Agreement Containing Covenants Affecting Real Property Regarding the Installation of a System ("Covenant"), in the form to be provided by the Association. The Covenant will be recorded with the San Diego County recorder's office and will run with the land and bind the applicant and applicant's successors in interest unless it is later changed. The Covenant will require the applicant to (a) insure the System, (b) assume the costs for damage to the Common Area, Exclusive Use Common Area or Unit resulting from the installation, maintenance, repair, removal or replacement of the System, (c) assume the costs for the maintenance, repair, and replacement of the System until it has been removed and for the restoration of the Common Area, Exclusive Use Common Area or Unit after removal, (d) be responsible to disclose to prospective buyers the existence of any System of the Owner and the related responsibilities of the Owner with regards to the recorded Covenant, and (e) indemnify, defend and hold harmless the Association. Applicant will be responsible to reimburse the Association for the cost to prepare and record the Covenant. In the event an applicant does not sign and notarize the Covenant, the Association may initiate legal action against the applicant to cease the installation and/or cause its removal.

I. Before the installation begins, applicants must obtain (at applicant's expense) all necessary building or other permits as may be required by the State or local governments. The Association reserves the right to request that the Owner furnish proof that all required progress and final inspections have been completed and signed-off by the City and/or any other governmental entity.

J. All contractors shall be notified of and abide by the Association's Rules & Regulations and/or Architectural Guidelines, including, parking, construction hours and contractor rules.

K. The Solar Energy System must meet all health and safety standards and requirements imposed by state and local permitting authorities, consistent with Government Code § 65850.5. The System must meet all applicable safety and performance standards of the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories, such as Underwriters Laboratories. Where applicable, the System must comply with the rules of the Public Utilities Commission regarding safety and reliability. The Association and the Board shall not be responsible for non-compliance with any required law, ordinance, permit, etc. for items installed by an Owner pursuant to the required architectural approval.

L. Owners must hire a California licensed contractor with a C46 license to install the Solar Energy System. The installing contractor shall carry comprehensive general liability insurance of at least $1,000,000.00 and such workers compensation insurance as is required by law. All such contractors shall also be bonded to the extent required by the California State Contractors Licensing Board. All such contractors shall present proof of all such licensing, insurance and/or bonding to the Association before the installation begins. The Board shall have the right to review the contract of any such contractor to confirm compliance.

M. The application must not call for any Common Area trees or structures to be moved or removed, and no such removal will be allowed or required, now or in the future.

N. The System will at all times be owned by and remain the property of the record Owner(s) of the respective Unit. Each applicant will be solely responsible for the maintenance, repair and/or replacement of the System, during the period of his/her/their record ownership. At the sole expense of any Owner(s) of record, during their period of record ownership, the Association may require the System to be inspected and the Common Area roof water tested for leaks at any points where the system is attached to the roof. Any leaks discovered, and damage caused thereby, shall be immediately repaired by a qualified licensed, insured and bonded contractor, at the expense of any Owner(s) of record, during his/her/their period of record ownership.

O. Any removal or replacement of the System is subject to approval of the Board. Except in the case of an emergency, prior to any maintenance or repairs on the System, Owners of record shall provide written notification to the Association through its manager. If the installation, maintenance, repair, replacement and/or use of the System results in any damage to the roof, or any other building structure, the Owner(s) of record of the Unit, during his/her/their period of record ownership, shall indemnify, reimburse, defend and hold harmless the Association, and its directors, officers, committee members, agents, assigns and insurers, and/or any other Owner who is a member of the Association, from any claims, legal actions, costs, expenses, or any other losses arising or resulting from such roof or other building structure damage, including, but not limited to, those involving real property damage, damage resulting from moisture intrusion, structural repairs, drywall repair, mold remediation, damage to the Common Area or any Unit (as defined in the law and CC&Rs), damage to any personal property of the Association, and/or any Owner who is a member of the Association, and any personal injuries.

P. The Association must be granted full access rights beneath, over and around the System for the purposes of conducting such maintenance, repairs and replacement as are required by the CC&Rs. In the event that such maintenance, repairs and replacement cannot be undertaken or completed with the System in place, the Owner(s) of record of the Unit, during their period of record ownership, at his/her/their sole expense, will remove, or cause to be removed, the entire System, or any portion thereof, to the extent necessary to allow the Association to conduct such maintenance, repairs and replacement. The System may be replaced by the Owner(s) of record, during his/her/their period of record ownership, at his/her/their sole expense. All such removal and/or replacement of the System as provided for in this section shall be subject to and comply with all other conditions of this approval.

5. Specific Guidelines

A. The preferred roof location for all Systems is the one creating the least visual impact to Owners, and having the least destructive and/or intrusive impact to the Association's Common Area. A roof-mounted solar unit will be isolated to one segregated roof area corresponding to the Owner's Unit footprint. The highest point of any roof-mounted solar panel should be lower than the ridge of the roof where it is attached, if possible, unless otherwise approved by the Board. Solar Energy System must be firmly secured to the roof in accordance with local building codes.

No solar system may be installed without a full inspection of the roof, with a written report supplied. The Association will arrange for the inspection, and for any roof that has not been inspected with the last 18 months, the cost for the inspection will be paid by the Association. If the roof has been inspected within the previous 18 months, the cost for the inspection shall be paid by the homeowner.

B. Systems must be designed so that they are flush/parallel with the roofline and elevated no more than twelve (12) inches from roof surface to the top of the exposed surface of the panels. Any request for exceptions to this will be addressed on a case by case basis, at the sole discretion of the Board of Directors. The edges of any panels shall be subject to setbacks required by applicable codes. Panel module frames and voltaic array shall be bronze or black in finish. Natural aluminum is not permitted. Panels and equipment shall be screened as much as possible.

C. The Board will approve the route for the conduit and location of all improvements, attachments, installation, etc. on a case-by-case basis, to minimize or eliminate impact to: (1) other Owners, (2) maintenance, and (3) aesthetics. Any exterior equipment and wiring shall be painted to match surrounding exterior stucco and/or trim color.

D. Inverters must be located on the patio, at locations approved by the Board such as near ground level and screened with appropriate landscaping, so that such are not readily visible from surrounding Units, patios or the Common Area. Any underground electrical components shall meet all applicable codes and regulations. Applicant may be obligated to relocate the electrical meter, at applicant's expense, to mitigate or eliminate negative impact to adjacent residents. Any exterior electrical, plumbing, and/or other lines need to be run within the patio area and encased in conduit that is painted to match the color of the building.

E. An unused or inoperable System must be removed by the Owner at the Owner's sole expense. If a System is subsequently removed, Owner shall be solely responsible to reimburse the Association for costs incurred in returning the roof to a condition that is acceptable to the Board.

F. Installed Systems shall not substantially interfere with the use and enjoyment of other Owners' property or cause unreasonable annoyance to adjoining residents.

G. Violations of this policy are subject to enforcement as provided in the governing documents. In addition to violation enforcement, the Covenant may be terminated/revoked for failing to abide by state law, the governing documents, and/or the Covenant.

6. Criteria

In addition to the criteria set forth in the specific guidelines above, the Board will consider the following criteria and objectives in reviewing the application to install a System:

A. Review the System installation and location plans to determine whether such installation will have an unreasonable visual impact on the neighboring Units and Common Areas.

B. Review the impact of the System installation and location of the solar panels to the Association's Common Areas.

C. Consider the future and ongoing maintenance of affected portions of the Association's Common Area (e.g. additional roof maintenance, etc).

D. Require submittal of any additional information necessary, in the Board’s discretion, to evaluate the application or any modifications thereto. Any deadline for a review decision shall

not begin to run until all additional information requested is submitted and the application is deemed complete.

The Board will consider the following criteria and objectives in reviewing the roofing plans, if any:

A. Whether the System installation and location, as defined in the plans, complies with existing architectural guidelines (e.g. consistent with color, design, harmony, etc.).

B. The impact of the System installation and location of the proposed System to the Association's Common Areas.

C. The longevity of and maintenance requirements of the proposed System.

7. Deposit

Prior to receiving final approval of an application for a solar system, the Owner must submit a deposit in the amount of $600.00 (subject to change) for the projected costs to prepare and record the Covenant (see section 4.G). Any unused funds will be refunded to the owner. If costs in excess of $600.00 are incurred, the owner will be billed for the additional costs. Failure to submit the deposit will be considered failure to obtain architectural approval for the installation, and the owner may be subject to fines, per the Association Enforcement Policy.

Grossmont Village Condominium Association
10769 Woodside Avenue, Suite 210
Santee, Ca 92071
Office: (619) 270-7360 **Web:** www. gvalamesa.com

ARCHITECTURAL GUIDELINES

VINYL FENCING:

1. All vinyl fencing requires prior written architectural approval.
2. Vinyl fencing height is 6 feet to match the height with all the fencing.
3. Fencing must be solid to the top (no lattice).
4. Vinyl fencing must be standard light almond color.
5. The homeowner's contractor will need to configure the corner sections that connect to the next-door neighbor, including any metal posts that do not line up right at the corner. *Applications must have next door neighbor's signature, and owners/contractors must work with any neighboring owners schedule as needed.*
6. The spacing may not be wider than .25" between the panels.
7. Any damage to any common area component (landscaping, concrete, building, etc.), as well as any damage to any other unit (including fencing) as a result of removal or installation of new fencing will be the responsibility of the owner installing the fence.
8. The vinyl fence may not negatively affect the stability of any remaining wood fence; if it does, the owner installing the vinyl fence will have to install an additional post for any adjoining wood fence.

GROSSMONT VILLAGE CONDOMINIUM ASSOCIATION
HOMEOWNER-INSTALLED CAMERAS IN COMMON AREAS
POLICY

1. Purpose The installation of security cameras by homeowners in common areas is intended to enhance personal security while ensuring compliance with HOA rules, privacy considerations, and legal requirements.

2. Approval Process

- All requests for homeowner-installed cameras must be submitted in writing to the HOA Board for review and approval. This includes doorbell (Ring or other) cameras.
- The request must include:
  - The proposed location and purpose of the camera.
  - Camera specifications, including field of view.
  - A photo of the intended camera coverage area.
  - Written approval from neighboring homeowners affected by the camera's field of view.
  - Description of installation or placement

3. Camera Placement & Other Requirements

- Cameras may not be permanently attached to stucco or wood structures.
- Cameras may be installed as a replacement for a patio light or attached to a patio cover.
- Cameras must not be directed toward neighboring residences, including windows, patios, or balconies.
- Cameras cannot cover public spaces beyond the homeowner's designated area.
- The HOA reserves the right to inspect the camera placement to ensure compliance.
- Audio recording from cameras is prohibited.

4. Compliance with Laws and Regulations

- Homeowners must comply with all local, state, and federal laws regarding surveillance and privacy.
- The installation and use of cameras must not violate any rights of neighboring residents.

5. Data Storage and Retention

- Homeowners are responsible for the security and storage of recorded footage.
- Recorded video/photos cannot be stored for more than 30 days.
- Homeowners must disclose the storage method and location of recorded footage in their request for approval.

6. Notification and Neighbor Sign-Off

- Homeowners must obtain written consent from neighboring homeowners if the camera's field of view includes any portion of their property.
- Signage is recommended to notify individuals of active recording.

7. Maintenance and Costs

- Homeowners are responsible for maintaining their cameras in working order.
- The HOA is not responsible for any costs related to installation, maintenance, or repairs.

8. Policy Review and Amendments

- The HOA Board will periodically review and update this policy to ensure continued effectiveness and compliance with applicable laws.