

RULES AND REGULATIONS SHORE TOWER OWNERS' ASSOCIATION

TABLE OF CONTENTS

ARTICLE 1	INTRODUCTION	1
ARTICLE 2	USE AND OCCUPANCY OF UNIT	1
ARTICLE 3	GARAGE AND GUEST PARKING USAGE	4
ARTICLE 4	ACCESS TO UNITS, BUILDING, CONTRACTORS, REAL ESTATE AGENTS	5
ARTICLE 5	TRASH, SANITATION and RECYCLING	6
ARTICLE 6	LAUNDRY ROOMS.....	7
ARTICLE 7	PETS	7
ARTICLE 8	POOL & PATIO AREA, EXERCISE ROOM, SAUNA & INTERIOR COMMON AREA	8
ARTICLE 9	TENNIS/PICKLEBALL COURTS.....	10
ARTICLE 10	COMMUNITY ROOM.....	10
ARTICLE 11	BALCONIES.....	12
ARTICLE 12	STORAGE LOCKERS	12
ARTICLE 13	BICYCLES/BICYCLE STORAGE ROOM.....	13
ARTICLE 14	SOLICITATION & ADVERTISING	13
ARTICLE 15	MISCELLANEOUS & GENERAL CONSIDERATIONS	13
ARTICLE 16	SCHEDULE OF FEES	14
ARTICLE 17	ENFORCEMENT POLICY AND FINE SCHEDULES.....	15
	FINE SCHEDULES.....	16

RULES AND REGULATIONS SHORE TOWER OWNERS' ASSOCIATION

Approved by the Board of Directors
Effective as of December 14, 2022
Amended on December 13, 2022

ARTICLE 1 **INTRODUCTION**

- 1.1 The First Restated Declaration of Covenants, Conditions and Restrictions (hereinafter called "CC&Rs" or "Declaration") recorded August 28, 2009 as Document Number 2009-0485399, in the San Diego County Recorder's Office sets forth the overall fundamental rules governing the common interests of the Shore Tower Owners' Association.
- 1.2 Article 4, Section 4.2(A) of the CC&Rs empowers the Board of Directors ("Board") to adopt reasonable Rules and Regulations consistent with provisions of the Declaration and California law.
- 1.3 All of the covenants, conditions and restrictions of the CC&Rs and amendments thereto are binding on all Owners, tenants, lessees, licensees, guests, vendors, residents and occupants.
- 1.4 The Rules and Regulations contained herein supersede and replace all Rules and Regulations previously approved by the Board. The Rules and Regulations contained herein are effective as of December 14, 2022

ARTICLE 2 **USE AND OCCUPANCY OF UNIT**

- 2.1 Shore Tower non-Owner occupancy is limited to 25% of the total number of Units at any given time. Owners of multiple units may only have one unit rented at a time. Management will provide a monthly update on the number of rental Units at the monthly open session Board meeting. Once the rental cap has been reached, Owners wishing to convert their Unit to a rental Unit would need to submit their request to be placed on the list maintained by the management. Upon conversion of a registered rental Unit to an Owner occupied Unit, the next Unit on a waiting list may enter into a new lease. Provision 2.1 applies to units purchased post adoption of these rules.
- 2.2 Each Unit is intended for residential purposes only and no commercial business or activity is allowed to take place at the Unit. Units may be used as a home office provided it does not generate transient traffic or have any other material impact on the operation of the building.

- 2.3 Owners of Units may enter into only one lease in any twelve (12) month period. If the tenant has rented a Unit for (12) twelve months or more, the term of renewal for that tenant is at the sole discretion of the Unit Owner provided it represents a continuation of the existing lease. This does not limit the ability of the lessor to modify other conditions of the lease.
- 2.4 As defined in 2.3 a Unit lease must be for a minimum of 12 months. A Unit entering into more than one lease in any 12-month period is subject to the fines set forth in the fine schedule in Article 17 pertaining to Leasing a Unit.
- 2.5 Owners leasing/renting their Units must provide the Board with signed copies of the Rental Lease Agreement form & Acknowledgement of Receipt of CC&Rs, Rules & Regulations Form as well as a copy of the lease at least seven (7) days prior to the lessee ("Tenant") move-in. This material is to be provided to the General Manager. A copy of all renewal lease is also to be provided to the General Manager within seven (7) days of their execution. The Owner shall provide Tenant(s) with a copy of these Rules and Regulations, the CC&Rs and Bylaws collectively referred to as the "Governing Documents." A written statement signed by each adult Tenant or resident acknowledging receipt of copies of the Governing Documents and agreeing to be fully bound by these documents, including all Association disciplinary powers and procedures, is also required as an addendum to the lease. Shore Tower Owners' Association will provide an electronic copy of the Governing Documents at a cost as established by the Board. Owners are responsible for providing Unit keys and Common Area access cards to their Tenant(s). (See Rental Lease Agreement Form and Acknowledgment of Receipt of Governing Documents (CC&Rs, Rules and Regulations and Bylaws) and Forms.)
- 2.6 Aluminum foil, paper, sheets, or other unattractive window coverings may not be used as substitutes for window shades, drapes, shutters or blinds. All visible window coverings must be of a neutral shade, i.e., white, off-white, tan, etc. Fabrics or material with patterns or prints are not permitted. (See Architectural Guidelines.)
- 2.7 No Unit shall be used in such a manner as to interfere with the enjoyment of residents of other Units or annoy them by unreasonable noises or otherwise; nor shall any nuisance or illegal activity be committed or permitted to occur in any Unit. No noxious or offensive activity shall be carried on in the Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners or residents.
- 2.8 Owners selling their Units shall advise the General Manager of the name and current address of the new Owner and provide the General Manager with the Purchaser's legal information as it pertains to the sale. The seller shall provide the new Owner with a copy of the Governing Documents; a written statement signed by every adult that will occupy the Unit acknowledging receipt of the Governing Documents and agreeing to be fully bound by these documents, including all Association disciplinary powers and procedures is also required. (See Acknowledgment of Receipt of Governing Documents (CC&Rs, Rules & Regulations and Bylaws) and Forms.)

- 2.9 Residents and prospective residents are required to give 72 hour written notice to the General Manager for any move-in or move-out of their Unit for purposes of planning and control of the elevators, security, parking of van, etc. A 24-hour notice to the General Manager is required for any move of furniture less than a full Unit move-in or move-out. Utilization of the elevator for more than 2 hours is considered a full move as delineated in the Schedule of Fees set forth in Article 16. Moves may only be scheduled Monday through Friday between 8:30 a.m. and 4:45 p.m. Moves may not be scheduled on Shore Tower staff holidays. (See Item Move-In/Move-Out Form.)
- 2.10 No sign of any size, description or nature may be displayed in the Common Area.
- 2.11 The current official flag of the United States of America may be displayed in the Owner's Unit, windows, railings or Common Area on national holidays. Any Owner or Tenant displaying the aforementioned flag is responsible for maintaining proper display procedures at all times.
- 2.12 Roll-up sunshades of uniform size, color, material and quality as defined by the Architectural Committee may be installed on individual balconies provided the Owner pays for his or her own sunshade, pays for its installation and maintenance, prior Architectural Committee approval is obtained and provided that each sunshade is identical in color and design to the sunshades as approved by the Board.
- 2.13 Roll-up sunshades are recommended to be left up when occupants are not in the Unit to avoid possible damage and noise that may be caused by high winds which may cause disturbance to neighbors and dealt with as per item 2.7.
- 2.14 No item, including plants, may be affixed or attached to the balcony railings or protrude over the balconies.
- 2.15 **TIMESHARE/SHORT TERM RENTAL PROHIBITION:** No Condominium Owner or Tenant shall enter into any timeshare or short-term rental arrangement, as defined by state law and by Article 9 of the CC&Rs.
- 2.16 **SUBLETTING IS NOT ALLOWED:** Units that are leased may not be sublet. Violations of this provision are subject to the Fine Schedule pertaining to Leasing of Units set forth in Article 17.
- 2.17 No modification, including but not limited to, bearing walls, plumbing, concrete slab or floor coverings (except replacement of existing carpet), will be carried out in any Unit until proper plans have been submitted and approved by the Board. Construction is subject to inspection while in progress and upon completion by the General Manager, members of the Architectural Committee and/or the Board. Plumbing or electrical work in the walls requires permits and is to be done only by licensed contractors. (See Architectural Guidelines for Renovation Work in Any Owner's Unit and the Architectural Change Request Form.)

- 2.18 No equipment that causes excessive noise or vibration such as a Jacuzzi tub or window or exterior air conditioning unit is allowed. No clothes washers or dryers may be installed or used inside a Unit.
- 2.19 No waterbeds or fish tanks of 20 gallons or more, are allowed.

ARTICLE 3

GARAGE AND GUEST PARKING USAGE

- 3.1 All vehicles are to be parked so as not to interfere with the ingress or egress of any other vehicle. In addition to the penalty provided herein, unauthorized vehicles may be towed away at the vehicle owner's expense. The guest parking area is for guests while visiting Shore Tower only (no employees or domestic help).
- 3.2 Owners may rent or lease their Parking Spaces only to other Shore Tower residents. Owners and residents may allow, without a rental agreement, their guests, other residents, Shore Tower employees or caretakers to park in their designated Parking Spaces.
- 3.3 Anyone, whether driving a vehicle or not, who damages any part of the building, Common Area, or any vehicles is required to report the damage to the General Manager in writing, with details of the incident, as well as the owner of any vehicle involved in such damage. The responsible Unit Owner is responsible for expenses of repairs.
- 3.4 Only residents are authorized to have garage door openers. Guests or caretakers parking in the garage may be given use of the resident's garage door opener.
- 3.5 Storage of other than passenger transportation vehicles is prohibited in the garage. The Owner's Parking Space or an area designated by the Board must always be used for passenger transportation vehicle parking only. Use of the garage for storage of unsightly (as determined by the Board) or miscellaneous items is prohibited. A leased space can only be used for that resident's vehicle.
- 3.6 Vehicle maintenance and washing are prohibited in the garage.
- 3.7 Utilization of the garage for activities other than vehicle entry and exit, including bicycle, sporting equipment with wheels, kayak and item move-in or move-out, and parking is prohibited unless approved by the Board or General Manager.
- 3.8 Owners will be responsible for any damage caused to the garage floor due to fluid leaking from their vehicle.
- 3.9 Oversized vehicles may not be parked in the garage. Dimensions for a vehicle cannot exceed 6 feet 6 inches in width and 17 feet in length.
- 3.10 Vehicles may not park in the "FIRE LANE" at any time.

- 3.11 Loading zone parking is for a maximum of 15 minutes and is to be used for the loading and unloading of passengers or items only.
- 3.12 All vehicles must be parked face-in when parking in the guest parking area with the exception of electric vehicles. All vehicles are to be parked so as not to interfere with the ingress or egress of any other vehicle.
- 3.13 Inoperable, unregistered or unlicensed vehicles may not be stored or allowed to remain within the development.
- 3.14 The guest parking area is for the guests of Shore Tower residents vehicle parking only. No vehicle maintenance or washing is permitted in guest parking and no mobile, on-site service vehicles may park in guest parking to render services, *e.g.*, car detailing, pet grooming, etc. Contractor parking is limited to the three designated spaces.
- 3.15 Homeowners may store bicycles and motorized vehicles in the garage. All items must be stored within the confines of the parking space assigned to the homeowner's unit. No other belonging of any sort may be stored in the garage.

ARTICLE 4

ACCESS TO UNITS, BUILDING, CONTRACTORS, REAL ESTATE AGENTS

COMMON AREA ACCESS CARDS ARE THE PROPERTY OF THE ASSOCIATION.

- 4.1 **UNITS:** Owners and residents are required to allow access to their Units by the Board, its agents, employees, emergency personnel and independent contractors, in case of emergency, repairs, maintenance, or construction that should not be delayed due to the nature of the emergency. (CC&Rs Article 4, Section 4.7.) If an Owner or resident does not provide this access, the Owner stands liable for any and all damages sustained by other Units and/or Common Area, resulting from such lack of access. To comply with this request, the Owner shall provide a key to his or her Unit to the General Manager for use in emergencies. Key(s) will be kept in a secure place and will be used only in connection with an emergency or with the Owner or resident's permission. All entries shall be recorded in the Shore Tower Unit Entry Log (indicating date, time, reason for entry and details of notification) and the Owner or resident shall be notified in writing as soon as practicable but no later than 48 hours after the event.
- 4.2 **COMMON AREAS:** Access cards to Common Areas will be issued only to Owners or residents. Common Area access cards are not to be given to contractors. If an Owner or resident is not going to be present when their cleaning person or contractor arrives they are to notify the General Manager to make arrangements to have them enter the building. Owners or Residents may provide access cards to their guests, real estate agents or caretakers on a temporary basis for use during their visit.
- 4.3 **ACCESS FOBS:** The number of access fobs given to each Unit is limited to four (4). A maximum of two additional access fobs can be made available with Board approval. Lost

access fobs must be reported to the General Manager immediately. The fee is delineated in the Schedule of Fees set forth in Article 16.

- 4.4 No Owner or resident is authorized to allow entry to the Common Area or lobby by any person(s) not known to be an Owner, resident or authorized guest(s).
- 4.5 During a move all open doors need to be attended.
- 4.6 **REAL ESTATE AGENTS:** When a Unit is for sale and the Owner or resident is not present, only the listing Real Estate Agent can use a Common Area access card. This Agent must be listed with the General Manager's office and will be responsible for controlling the access card and ensuring that all entrance/exit doors are closed and latched after entry or exit from the building and grounds. Real Estate Agents are not permitted to place a lock box anywhere on Shore Tower property.
- 4.7 **REAL ESTATE OPEN HOUSE:** Real estate open houses are not allowed at any time. All showings must be arranged in advance and the listing agent must be present during the viewing.
- 4.8 **CONTRACTORS AND VENDORS:** Before a Contractor initiates work in any Unit, they must register with the General Manager at which time the rules governing their onsite work will be explained. A form with these rules must be signed by the resident and the contractor/vendor. Forms are available at the office. (See Contractor Information Form and Resident Instructions for Contractors & Deliveries Form.)
- 4.9 **CONTRACTOR/VENDOR HOURS:** Contractors and Vendors are only allowed to work Monday-Friday from 8:30 a.m.- 4:45 p.m. No work of any kind by contractors is allowed on the weekend except for an emergency and after notifying the General Manager. Contractors and Vendors are not permitted to work on Shore Tower staff holidays.

ARTICLE 5

TRASH, SANITATION and RECYCLING

- 5.1 Trash must be securely bagged and tied.
- 5.2 Small boxes and similar items must be flattened before placing in the recycle boxes.
- 5.3 Large boxes and similar items must be placed in front of the recycle dumpster in the lower garage.
- 5.4 Residents are not allowed to store personal property or other material in trash chute rooms.
- 5.5 Contractors are not allowed to utilize the trash chute, the recycle boxes or the recycle dumpster in the lower garage. Contractors are not allowed to leave any trash in the hallways or the trash chute rooms. Contractors must remove their trash from the property via their own means.
- 5.6 Hazardous materials may not be disposed of in the trash. Owners and residents are responsible for removing such materials from Shore Tower property. The following

wording on the label identifies hazardous materials: Caution, corrosive, flammable, poisonous or toxic. Household hazardous materials include but are not limited to: Drain cleaner, insecticides, motor fuels, and motor oils, paint thinner, paint, pesticides, batteries, and solvents. The county of San Diego has Household Hazardous Waste Collection Events. For information call # 858-694-7000.

- 5.7 Placing of unwanted large objects (e.g., furniture, mattresses, etc.) in or near the dumpster or recycling dumpster is strictly prohibited. Objects that do not fit into the dumpster must be removed from the premises directly from the Unit by the Owner or Tenant at their expense.
- 5.8 **RECYCLING:** All residents are to recycle products acceptable for recycling per the posted signs. All food residue must be removed before recycling to comply with recycling standards and to minimize odor in the trash chute rooms.

ARTICLE 6 **LAUNDRY ROOMS**

- 6.1 Machines must be left in a clean condition after each use. Lint traps must be emptied after each use and any spilled liquids must be cleaned up.
- 6.2 Laundry rooms may be used from 8:00 a.m. to 9:00 p.m.
- 6.3 Tinting, bleaching or dyeing in laundry rooms or in machines is not permitted.
- 6.4 A second user may remove first user's clothes from the machine 15 minutes after the washing and/or drying cycle is finished. Please be considerate and not leave clothes in washer or dryer after cycle is completed. A habitual offender may be fined by the Board if such behavior continues after proper notification.
- 6.5 Machines may be used only for residents' personal laundry. Employees of residents may not use machines to wash items belonging to a non-resident.
- 6.6 Use of laundry facilities on floors other than the resident's floor is prohibited unless the resident's floor facilities are out of operation.
- 6.7 Laundry room doors are to remain closed at all times.

ARTICLE 7 **PETS**

- 7.1 A maximum of one domesticated household pet (cat, dog, bird) per Unit is permitted. Further, no animal will be allowed in the building that will exceed 25 lbs when fully grown. The harboring of any breed or combination of breed of dogs in the building that includes Pit Bull and/or Rottweiler or Doberman shall be prohibited.
- 7.2 The pet must be registered with the General Manager. (See Pet Registration Form.)

- 7.3 Unattended pets are to be kept within the Owner's Unit, not on the balcony or in the hallway.
- 7.4 Pets are not allowed in the Common Areas of the building other than when taking them to and from Owner's Unit. When pets are outside of a Unit, they must either be carried or restrained on a leash until they are either in the dog run area or off the property. Pets must always be under the control of a person capable of controlling the animal. Pets are never allowed within the confines of the pool/spa/patio areas, Community Room, office, guest rooms, exercise room, laundry rooms or the tennis courts.
- 7.5 Residents and guests bringing or keeping pets, service animals or support animals within Shore Tower shall be liable for any cleaning, repair or damage to persons or property caused by such animals.
- 7.6 Pet owners shall immediately clean up after their pet, service, or support animal that has soiled any portion of the Common Area. It is specifically forbidden to wash feces or urine off of a balcony in any manner that causes waste to drain into or onto any Common Area or any part of another Unit.
- 7.7 No animal is permitted to cause a disturbance by excessive barking or crying. No animal, regardless of size or type, shall be permitted to be kept within any portion of the Shore Tower property if it makes excessive noise, creates a nuisance, or otherwise constitutes an annoyance to residents or damages property.

ARTICLE 8

POOL & PATIO AREA, EXERCISE ROOM, SAUNA & INTERIOR COMMON AREA

- 8.1 Hours of use for the back patio area, swimming pool and spa areas are 9:00 a.m. to 9:00 p.m., except as may otherwise be required for maintenance or pool preparation as determined by the General Manager.
- 8.2 No glass objects are allowed in the pool, spa or patio area. Children under the age of 14 are not allowed in the swimming pool, spa, patio area, exercise room or sauna unless accompanied by an adult. Diving into the pool is prohibited.
- 8.3 Boisterous behavior is forbidden in the pool, spa, patio area and in the exercise room. Screaming, running or other rowdy, noisy behavior which annoys others is prohibited. Radios, stereos and television sets are forbidden in the pool and patio areas unless used with earphones. Devices that can be heard by others in the pool, spa, patio area or in the Units are considered a nuisance and are prohibited.
- 8.4 Sunbathers using tanning creams or oils must protect patio furniture with towels. No soap/oils/etc. are to be applied while in the pool or spa.
- 8.5 Appropriate fitness attire must be worn in the exercise room. Swim attire does not constitute as appropriate fitness attire.
- 8.6 Appropriate swim attire is required to be worn in the pool and spa.

- 8.7 Clothing or bathing suits are required to be worn while in the sauna.
- 8.8 Persons having currently active diarrhea, or who have had active diarrhea within the previous 14 days are not permitted to enter the pool water. Persons who are incontinent are not permitted to enter the pool water.
- 8.9 Owners, residents and their guests use the Shore Tower recreational facilities at their own risk.
- 8.10 The use of the pool, spa and patio area is intended for the benefit of all Owners and residents. Use of the pool, spa or patio area for parties must be restricted within limits. No Unit may have more than Eight (8) non-resident guests using the pool, spa or patio area at one time. Guests, except those staying in the guest rooms, must be accompanied by a resident at all times when at the pool, spa, patio area, and exercise room. Board approval is required for permission to exceed seven non-resident guests, including guests staying in the guest rooms. The number of guests may never exceed twelve (12). The General Manager must be notified prior to any pool party that includes more than 7 guests. Only one Unit may have a pool party per day. Pool party guests may not use the Community Room.
- 8.11 Drinking of any beverage while in the pool & spa is prohibited.
- 8.12 Flotation devices in the pool other than kickboards, rings, noodles or arm flotation (e.g., Swimmies) are prohibited.
- 8.13 For the maximum capacity for the pool & spa refer to the posted sign on-site.
- 8.14 Use of the grill in the pool area requires that the user clean the grill grates & turn off the gas after use. Metal scraping brushes are stored under the grill and should be used appropriately when grilling is completed.
- 8.15 No Owner, Tenant, Resident, Guest or other Visitor shall make any alteration or improvement to the Common Area or remove any planting, structure, furnishing or other object without written consent of the General Manager or Board.
- 8.16 To preserve the condition of the Common Area, and for the safety of all residents and visitors, the following shall apply:
- 8.17 Shoes must be worn in the interior Common Areas. Proper dress is required at all times in the Common Areas.
- 8.18 Individuals must dry off thoroughly before entering the lobby.
- 8.19 All pool and beach paraphernalia, including surfboards, shall be free of sand and thoroughly dry when brought into the interior Common Areas.
- 8.20 No pool or beach paraphernalia, including surfboards, are to be brought in or out of the lobby through the front (glass) doors.

- 8.21 All bicycles must enter and exit the building ONLY through the lower garage gates. Bicycles are not permitted in the upper lobby. Bicycles may NEVER be brought through the front (glass) doors.
- 8.22 No eating, drinking or smoking is allowed in the interior Common Areas (except that eating and drinking is permitted in the Community Room, See Article 10 Community Room).

ARTICLE 9

TENNIS/PICKLEBALL COURTS

- 9.1 Hours of use for the tennis and pickleball courts are 9:00 a.m. to 9:00 p.m. Sunday through Thursday, and 9:00 a.m. to 10:00 p.m. Friday and Saturday. LIGHTS MUST BE TURNED OFF WHEN FINISHED PLAYING. Hours of operation may be seasonally adjusted by the Board. All players are responsible for cleaning up spills and discarding trash including empty cans and lids immediately after use of the courts.
- 9.2 The tennis/pickleball courts are to be used only for tennis and pickleball.
- 9.3 Only non-alcoholic beverages (no glass) and energy bars and snacks are permitted on the tennis/pickleball courts. For the purpose of this Article, tennis/pickleball courts are defined as the entire area surrounded by the chain-link fence.
- 9.4 If others are waiting to play a court must be relinquished after one (1) hour.
- 9.5 Non-marking rubber soled shoes must be worn by all players on the courts.
- 9.6 If others are waiting to play, residents and/or guests of any one (1) Unit are restricted to the use of only one (1) court.
- 9.7 Because of the unique surface there is to be no dragging or rolling of anything across the surface of the tennis court.
- 9.8 The East Gate MUST be CLOSED and LOCKED before players leave the courts.

ARTICLE 10

COMMUNITY ROOM

- 10.1 Reservations for private parties or private use of the Community Room are to be made through the General Manager. At the time the reservation is made, a refundable cleaning deposit of \$100 must be given to the General Manager. Only resident Owners or residents may reserve the Community Room. A reservation is not confirmed until the cleaning deposit is paid and the Community Room Rules and Regulations Form has been completed and accepted by the General Manager.
- 10.2 The use of the recreation room is allowed for residents at any time unless it has been reserved for a party or a function.

- 10.3 No Owner or resident may reserve the Community Room more than five (5) times in any calendar year without the Board approval.
- 10.4 The maximum number of guests allowed at any one function is 50.
- 10.5 The Community Room must be left in good condition. The Owner or resident reserving the Community Room is responsible for arranging adequate cleanup following its use and is responsible for any damage resulting from such use. The cleaning deposit will be refunded as long as the Room is adequately cleaned and there is no damage beyond normal wear and tear. Cleanup must be completed and all personal items removed by noon the day following the day of the reservation (unless other arrangements have been made with the General Manager).
- 10.6 The Owner or resident reserving the Community Room is responsible to ensure that all doors to the Community Room and Common Area are securely locked and lights turned off at the conclusion of the event or activity as well as after the cleanup.
- 10.7 The Owner or resident reserving the Community Room must be present at all times during the function. The Owner or resident reserving the Community Room is responsible for the actions of all guests and the adherence by all guests to the Rules for the use of the Community Room and Common Area.
- 10.8 When the Community Room is used for a private party, the attending guests are specifically prohibited from the use of the pool, spa and patio area. Guests may not pass through the gate separating the pool, spa and patio area from the rest of the Common Area. Use of the Community Room does not extend to the lobby or the Exercise Room (except for the use of restroom facilities). Bathing suits or bathing attire may not be worn in the Community Room. Community Room furniture may not be moved to the pool, spa or patio area. Patio area furniture may not be moved to the Community Room.
- 10.9 Smoking, vaping and use of e-cigarettes is prohibited in the Community Room, the interior Common Areas, the exterior Common Area outside the Community Room, the pool, spa or patio area and the tennis courts area.
- 10.10 No children under the age of sixteen (16) may use the Community Room unless they are part of a private party and/or supervised by an adult.
- 10.11 Pets are not allowed in the Community Room.
- 10.12 Closing time for the Community Room is 10:00 p.m. Sunday through Thursday and 12:00 a.m. (midnight) Friday and Saturday.
- 10.13 Excessive noise and live bands are prohibited at all times.
- 10.14 Alcohol is not to be consumed by any person under 21 years of age.
- 10.15 Food and/or drinks are not to be taken outside the Community Room into any of the Common Areas; food and drinks may not be taken into the pool or patio area.

ARTICLE 11 **BALCONIES**

(See also Sections 2.12, 2.13 and 2.14)

- 11.1 Barbecuing and outdoor cooking is not permitted on any balcony, nor is the storage of any flammable liquids.
- 11.2 Balconies must not be used for storage of household items. Only patio furniture is allowed.
- 11.3 Balconies are not permitted to be used as living areas for pets or as a place that pets are left alone nor are they areas where pets can urinate, defecate or make loud continuous barking or crying noises.
- 11.4 All plants on balconies must have drip pans and all hanging planters must be anchored so as to not cause a hazard by falling over during a wind or rainstorm. Plants may not be suspended from or attached to any electrical fixture or the balcony railings and may not protrude over the balcony.
- 11.5 Cleaning of the balcony and watering plants on a balcony shall be done in such a way as not to soil or damage a lower Unit's balcony or the Common Area.
- 11.6 Nothing is to be thrown from balconies including but not limited to cigarettes, water balloons, balls, etc. This is very dangerous and could result in serious injury to someone on the ground and/or damage to property.
- 11.7 Bird or hummingbird feeders shall be placed a minimum of 24 inches from the outer edge of the balcony and not where contents can affect balconies or the Common Area below.

ARTICLE 12 **STORAGE LOCKERS**

- 12.1 The Association is not responsible for theft, loss or damage to items stored in a storage locker.
- 12.2 Placing or storing items of personal property outside of the assigned Unit storage locker in the storage locker room is prohibited unless approved by the Board on a temporary basis and there are no objections by the other residents on the floor. Such items CANNOT create a fire hazard or an inconvenience to other residents.
- 12.3 Placing items of personal property in lockers other than the assigned Unit storage locker is not permitted.

ARTICLE 13

BICYCLES/BICYCLE STORAGE ROOM

- 13.1 Bicycles may be stored in the bicycle storage room in the lower garage. Only residents may store bicycles in the bicycle storage room. Keys for the bicycle storage room may be acquired from the General Manager for a refundable deposit of \$25.00. A lower garage door opener may be acquired from the General Manager for a refundable deposit as delineated in the Schedule of Fees set forth in Article 16.
- 13.2 Bicycles stored in the bicycle storage room must be registered annually with the General Manager. The annual Shore Tower registration sticker must be affixed to each bike where it is visible at all times.
- 13.3 Bicycles may not be stored in any Common Area other than the bicycle storage room and/or designated racks at the bottom of the stairs in the lower garage, just outside the bicycle storage cage.
- 13.4 Bicycles may be stored in Units or assigned Unit storage lockers. All bicycles must enter and exit the building ONLY through the lower garage gates. Bicycles are not permitted in the upper lobby. Bicycles may NEVER be brought through the front (glass) doors.

ARTICLE 14

SOLICITATION & ADVERTISING

- 14.1 Door to door business solicitation by a resident or non-resident is prohibited. Such prohibition includes, for example, the distribution of flyers, advertising, or handbills, in or near the entrance to individual Units or in any Common Areas.

ARTICLE 15

MISCELLANEOUS & GENERAL CONSIDERATIONS

- 15.1 Each Owner or Tenant is responsible for any Rule violation or damage to the Common Area caused by any member of their household or guest.
- 15.2 No resident or guest may do anything in the building or on the property which will obstruct or interfere with the rights of, or annoy, or be offensive to other residents or guests.
- 15.3 Power-driven tools or other work causing excessive noise shall be performed and/or used in Units from 8:30 a.m. to 4:45 p.m. Monday through Friday and on a temporary or short-term basis only.
- 15.4 The General Manager, under the direction of the Board, is charged with the responsibility of the day-to-day operation of the condominium and enforcement of the Rules and Regulations. The General Manager is tasked to enforce the Rules & Regulations as set forth by the Board. Any Owner or resident who desires to challenge the General Manager's authority in any manner relating to these Rules and Regulations must first comply with the General Manager's direction and then appeal to the Board

through the use of a written communication, *i.e.*, email, note, etc. with details of the situation.

- 15.5 All bicycles, sporting equipment with wheels and kayaks must enter and exit the building through the lower garage gates; these items are not permitted in the upper lobby and may NEVER be brought through the front (glass) doors. Surfboards and pool and beach paraphernalia must be free of sand and thoroughly dry before being allowed in the lobby and elevators. Surfboards and pool and beach paraphernalia are NEVER to be brought in or out of the lobby through the front (glass) doors. No items, whether sporting equipment or otherwise, may be dragged across any floor on any level.
- 15.6 Grocery and luggage carts must be returned to the appropriate garage within a reasonable time (not to exceed two (2) hours) after use and may not be removed from Shore Tower property.
- 15.7 Hallway decorations are not permitted, including, plants, etc. Items are not to be left outside a Unit's door (i.e. shoes, bags of trash, boxes, etc.). Doormats are allowed outside of the Unit but may not extend beyond Unit exterior wall and onto the hallway. Religious items may be displayed on entry doors and door frames in accordance with applicable law.
- 15.8 Exterior and stairwell building doors, laundry room doors, trash chute room doors, the East tennis gate, garage doors and garage roll-up gates may not be propped or kept open and left unattended. The person attending any open door must ensure that anyone entering the building or garage is authorized to do so.
- 15.9 Holiday decorations such as wreaths, Halloween decorations and standard electric lighting such as a string of holiday lights may be used around windows, on doors or balconies in such a way as not to damage the building or surrounding areas and must be removed within fourteen (14) days following the holiday. Decorations involving candles are prohibited outside of the Unit.
- 15.10 The following areas of the building are off-limits to all persons, including Owners, not having immediate business previously approved by the General Manager or Board: roof, utility room, equipment and meter room, pool equipment room and supply storage rooms.
- 15.11 Drones may NOT be operated on Shore Tower property.
- 15.12 Rules for use and administration of the Guest Rooms is outlined in the Guest Room Registration Form and is attached

ARTICLE 16 **SCHEDULE OF FEES**

FEES

Access key card / fob	\$25
Architectural review fee	\$250

Bike registration	\$0
Bike storage room key	\$25
Building water shutoff fee	\$75
Copy of CC&Rs, Bylaws & Rules	\$0
Garage door opener	\$25
Guest room nightly rental	SEE *1
Guest room late cancelation fee / night	\$50
Guest room late checkout fee (after 10am)	\$30
Move-in / Move-out fee	\$250

*1 – Check with management for current rate

ARTICLE 17

ENFORCEMENT POLICY AND FINE SCHEDULES

- 17.1 The Board is responsible for enforcement of the Rules and Regulations. Rules and Regulations have the same force and effect as the CC&Rs. When necessary to enforce compliance, the Board may impose a fine in accordance with the fine schedules, levy a Reimbursement Assessment, suspend the right to use the recreational areas (i.e., pool, spa, tennis court, exercise room and Community Room), and/or obtain a court order. If court action is required, the prevailing party's costs are borne by the loser of the court action. (CC&Rs Article 17, Section 17.5). Depending upon the severity and frequency of the violation by the violator, the choice of enforcement procedure(s) and/or the enforcement remedy utilized may vary. Immediate legal action may be sought in the form of a temporary restraining order ("TRO") and/or preliminary injunction where appropriate.
- 17.2 In order for the Board to act upon a violation, a written communication, i.e., email, note, etc. providing a description of the violation, time, date, violator, etc. must be submitted to the General Manager. Once a complaint is submitted, the complaint will be entered into a log for tracking of the actions taken and an investigation will be launched to determine if a violation occurred. However, nothing in this section obligates or requires the Board or authorized committee to take any action against an individual resident or Owner. The Board, in making this decision, will determine the costs and benefits of taking such action.
- 17.3 When the Board is to meet to consider or impose discipline upon an Owner, the Board shall notify the Owner in writing, by either personal delivery or first-class mail at least 10 days prior to the meeting. The notification shall contain at a minimum, the date, the time, place of meeting, the nature of the alleged violation for which the Owner may be disciplined and a statement that the Owner has a right to attend and may address the Board at the meeting. The Board shall meet in executive session if requested by the Owner being disciplined.
- 17.4 If the Board imposes discipline upon an Owner the Board shall provide the Owner with a written notification of the disciplinary action by either personal delivery or first-class mail

within 15 days following the action. A disciplinary action shall not be effective against an Owner unless the Board fulfills the requirements of this provision.

- 17.5 The amount of fines charged to any Owner are independent of any amount incurred for repairs to damaged Association property as a result of a violation, and the cost of repairing such damage may be charged to the Owner as a Reimbursement Assessment, in addition to the regular violation fine.
- 17.6 Fines, Reimbursement Assessments and other fees, etc. that have been imposed will appear on the Owner's account and may appear on the monthly invoice. Fines are due upon notice given and are delinquent 15 days after they become due. Reimbursement Assessments are due and payable in full to the Association within thirty (30) days after the mailing of notice of the Reimbursement Assessment.

FINE SCHEDULES

The fine schedule for violations of the Governing Documents (except for rental or leasing of Units) is in the following amounts:

- a. First Violation: Costs incurred by the Association, if any, as well as a monetary fine up to \$100.00 plus possible legal action.
- b. Second Violation: Costs incurred by the Association, if any, as well as a monetary fine up to \$250.00 plus possible legal action.
- c. Third Violation: Costs incurred by the Association, if any, as well as a monetary fine up to \$500.00 plus possible legal action.
- d. Multiple violations may be addressed in one or more notices to the Member and may be the subject of and heard at one or more executive session hearing(s). Depending on the severity and frequency of the violation and violator, the choice of the enforcement procedure(s) and/or the enforcement remedy may vary.

The fine schedule for violations of rental or leasing of Units provisions in the Governing Documents is in the following amounts:

- a. First Violation: Costs incurred by the Association, if any, as well as a monetary fine up to \$1,500.00 plus possible legal action.
- b. Second Violation: Costs incurred by the Association, if any, as well as a monetary fine up to \$2,500.00 plus possible legal action.
- c. Third Violation: Costs incurred by the Association, if any, as well as a monetary fine up to \$3,500.00 plus possible legal action.
- d. Multiple violations may be addressed in one or more notices to the Member and may be the subject of and heard at one or more executive session hearing(s). Depending on the severity and frequency of the violation and violator, the choice of the enforcement procedure(s) and/or the enforcement remedy may vary.