

## La Florentine at Renaissance

3618 Ocean Ranch Blvd

Oceanside, Ca 92056

760-481-7444

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LaFlorentine@AvalonWeb.com

May 28, 2021

TO: Members of La Florentine

RE: Proposed Rules and Regulations

Dear La Florentine Members:

The Board is proposing to adopt the enclosed addendum to the Rules and Regulations. Changes that were made to the Rules and Regulations were regarding parking, reporting of violations, Rules Enforcement Policy, leasing, pool policy. La Florentine's attorney has reviewed the guidelines and the Board has approved these guidelines to go out to the membership for a 30-day review and comment period.

Under California law, prior to the Board adopting the policy, members are given at least 28 days to review the proposed policy. Per La Florentine's CC&Rs, the members must be provided 30 days to review the proposed Rules and Regulations.

The Board is intending to adopt the Architectural Guidelines at an open board meeting scheduled for:

Date: July 1, 2021

Time: 10:00 a.m.

Place: Zoom- Meeting ID: 920 5263 8298 Password: **092393**

<https://zoom.us/j/92052638298?pwd=QUIPb0ZRaDI4UINyTXN5YkZgcE5mQT09>

You may attend the above meeting and provide any comments to the Board. If you are unable to attend the meeting, you can forward any comments or input to [LaFlorentine@AvalonWeb.com](mailto:LaFlorentine@AvalonWeb.com). The Board will consider these comments before voting on whether to adopt this policy.

Sincerely,

Board of Directors

La Florentine at Renaissance



## La Florentine Rules and Regulations

Effective July 1, 2021

### JURISDICTION & AUTHORITIES

The rules and regulations contained herein are issued by the Board of Directors as authorized by the governing documents of the *La Florentine at Renaissance- La Jolla Association* and the *Renaissance Master Project Association* and supersede any and all other rules and regulations.

These rules and regulation are intended as a guide to the conduct and activities of all members, lessees, residents, and their guests. Each owner or resident living within the project and using the facilities is entitled to do so at their pleasure without annoyance or interference from others.

The Association falls under the jurisdiction of the City of San Diego and all ordinances and codes apply.

### COMPLIANCE AND REPORTING OF VIOLATIONS

1. All Owners, residents, and guests are required to abide by all established rules. Anyone refusing to abide by these rules may face corrective action and/or disciplinary action by the Board of Directors. The Owner is responsible for all acts of their family members, tenants, guests, invitees, contractors, and occupants of their units and for their compliance with the Governing Documents including these Rules and Regulations.
2. The Property Management Company, acting for the Association, has been instructed by the Board of Directors to require the compliance of persons on the *La Florentine* property with the provisions of the Rules and Regulations, By Laws, and CC&Rs. If there is a violation thereof, the Property Management Company has been instructed to do any or all of the following:
  - A. Obtain names and addresses of violators and report the violation to the Board of Directors.
  - B. Call upon an appropriate law enforcement agency for assistance.
  - C. In cases involving minors, make every reasonable effort to contact the responsible person immediately prior to taking action called for in (B) above.
3. Reporting Violations of Rules and Regulations:
  - A. It is the right and duty of each Owner or resident to report violations in writing to the Management Company.
  - B. Notice of observed violations will be brought to the attention the responsible Owner and / or resident allegedly in violation, in writing, by the Property Management Company.
  - C. The Management Company has been authorized by the Board to issue letters of warning and issue fines when reasonable evidence establishes the existence of a violation.

## RULES ENFORCEMENT POLICY

The Association and / or any owner has the right to enforce the Associations Governing Documents including the *First Restated Declaration of Covenants, Conditions and Restrictions (CC&Rs)* and the *Rules and Regulations*, including any amendments or restatements of such documents. This right includes requesting that the violator cease the offending action, taking legal action against the violator, and making a complaint with the Board of Directors.

Owners may report violations to the Management Company or Board of Directors by submitting a written notice describing the violation. The Board of Directors, Management Company or a committee appointed by the Board may also note any violations discovered during walk-throughs or by personal knowledge of any of its members or representatives. Once the Owner gives the Board a written complaint that a rule has been violated, the Board will investigate the allegation and upon receiving reasonable evidence, may take action against the Owner responsible for the conduct, including, but not limited to, fining, imposing a Reimbursement Assessment, suspending the Owner's right to use recreational facilities, and / or instituting legal action. However, nothing in the Governing Documents or California Law obligates or requires the Board of Directors to take any action against an Owner. The Board, in making this decision, will determine the costs and benefits of taking such action.

Owners are responsible for the conduct of their family members, tenants, guests, invitees, contractors, and occupants of their units.

As of January 1, 2020, members voting rights can no longer be suspended (Civil Code 5105(g)(1): a ballot cannot be denied to a member for any reason other than not being a member at the time when the ballots are distributed.

Other Key Elements of the Rules Enforcement Policy:

### A. DUE PROCESS

Prior to the imposition of any fine, Reimbursement Assessment or suspension of rights, the homeowner shall be given notice and an opportunity to appear in person or in writing before the Board of Directors or appropriate committee. The notice shall provide the date, time and place of the hearing, the nature of the alleged violation and a statement that the Owner has a right to attend the hearing and present information. Said notice shall be transmitted by Individual Delivery not less than ten (10) days prior to the hearing which may be scheduled concurrent with any regular or special meeting of the Board. (Civ. Code §4040(a)(1) & (Civ. Code § 4040(a) (1)

The Owner has the right to attend the hearing and to address the Board in person. Alternatively, the Owner may submit a response in writing. In the event that the Board determines to take disciplinary action after the violation hearing, the Board shall provide the Owner with written notice of its decision and the discipline to be imposed within fifteen (15) days of the hearing. Failure to respond to the violation notice may be considered an admission of the violation by the Owner.

Provided the foregoing notice has been delivered to the Owner, any decision by the Board to impose discipline is binding on the Owner notwithstanding the Owner's failure to appear at the hearing.

### B. ENFORCEMENT GUIDELINES AND FINE SCHEDULE:

Generally, though not always, the Association will adhere to the following schedule:

1. First Offense: A first notice to correct the violation will be sent by the Management Company. This notice will contain a description of the violation and instructions regarding response to the notice and correction of the violation. Other disciplinary action may be taken including a possible fine not to exceed \$250, Reimbursement Assessment to reimburse the Association for costs incurred in compelling compliance, or suspension of rights to use recreational facilities.
2. Second Offense: If the violation continues, or if the response is otherwise unsatisfactory, a second notice to correct the violation will be sent by the Management Company. In the second notice, the Owner will be notified that legal counsel may be contracted if the violation is not corrected and all costs incurred will be assessed to the Owner's Association account. Other disciplinary action may be taken including imposition of a fine not to exceed \$250, imposition of Reimbursement Assessment to reimburse the Association for costs to compel compliance, suspension of use of the recreational facilities, instituting Internal Dispute Resolution and / or Alternative Dispute Resolution or filing a lawsuit.
3. Third Offense: If the violation continues or if the response is otherwise unsatisfactory after the second notice, the Board may take disciplinary action including imposition of a fine not to exceed \$500, imposition of a Reimbursement Assessment to reimburse the Association for costs to compel compliance, suspension of right to use recreational facilities, instituting Internal Dispute Resolution and / or Alternative Dispute Resolution or filing a lawsuit. The Association reserves the right to institute any of the above referenced enforcement measures regardless of whether it is a first offense, second offense, etc. The choice of enforcement procedures and the enforcement remedy utilized may vary depending on the severity and frequency of the violation or violations.
4. Vehicles may be towed without notice and at owner's expense if parked in fire lanes, driveway aprons, or other specially designated parking zones or if parked in a way that constitutes a safety hazard or extreme inconvenience.

#### FAILURE TO CORRECT VIOLATIONS

Failure to correct violations by the Owner after proper notice has been served and a hearing before the Board has been conducted may result in legal action and fines or both. The costs of legal action, if any, shall be borne by the violating Owner.

#### RESTRICTIONS ON USES OF UNITS AND COMMON AREAS

Each unit shall be used for single family and residential purposes only. No part of the La Florentine property, including patios, common area, parking spaces, pool area and parking spaces may be used to conduct, support, or engage in commercial or business activities except as provided in the CC&Rs.

## PROHIBITION AGAINST ADJUSTING COMMON AREA EQUIPMENT

Common Area equipment such as time clocks, irrigation system controls, pool heaters, pool pumps, city water valves, lighting timers, etc. are to be set and controlled only by authorized personnel and not by Owners or their guests.

## USING THE POOL AND SPA

The pool, pool area, and SPA is a key Association Common Area and is available only to La Florentine Owners, residents, and their guests. The Board has promulgated the following rules and regulations for the safe and peaceful use of the facilities.

1. General rules of good conduct must be observed at all times. This includes no running, no pushing, no shoving or boisterous behavior.
2. Radio volumes and voices must be kept at a minimum level. This is especially important and necessary during the late evening hours and early morning hours when the pool first opens.
3. Guests must be accompanied by a resident at all times when using the pool and SPA facilities.
4. Smoking is not permitted anywhere in the pool area, SPA, or other Common Area.
5. Persons under the age of twelve (12) must be under the direct supervision of a parent or designated responsible adult of at least eighteen (18) years of age.
6. Showers are requested before entering the pool or SPA.
7. Diving is not allowed.
8. Only unbreakable containers are permitted in the pool and SPA areas and these must be removed or disposed of in the receptacles provided in the pool area. No glass bottles or glass containers are allowed in the pool, pool area, or SPA.
9. Rowdy conduct is not permitted. Anyone engaging in such conduct will be removed from the pool area by security or police.
10. Usual and customary swimming attire is required.
11. Swimming diapers are required to be worn by all incontinent persons.
12. Entry to the pool area shall be by the gates only. Climbing over the fence or gates is prohibited.
13. The pool gate must be locked at all times for safety and by insurance requirements.
14. Pool keys must not be duplicated or loaned out. There is a \$50 replacement fee for lost keys.
15. Throwing non-floating items such as rocks, marbles, coins, or the like into the pool is prohibited.
16. Pets are not allowed within the confines of the pool or the SPA area at any time except with the prior written from the Board. Emotional support, therapy and service animals may be exempt from this rule with the proper application and documentation provided to the Board. Please contact the Management Company to obtain this application.
17. Persons with open cuts and wounds or open sores are requested not be in the pool or SPA.
18. Bicycles, roller-skates, skateboards or anything similar are not permitted in the pool, pool areas, or SPA.
19. Pool furniture is the property of the Association. It is to be used only in and around the pool area.

Furniture may not be removed from the pool area. Chairs, tables, lounges, and SPA cover must be replaced to their original locations and position before leaving the pool area.

20. No foreign substance of any kind may be added to the pool or SPA. This includes but is not limited to substances such as bubble bath, beer, wine, etc. Persons observed adding such substances shall be assessed the cost of draining, cleaning, refilling and other costs incurred due to pool or SPA cleaning or damage.
21. Owners transfer all the rights to the use of the pool facilities when their units are rented, leased or occupied by a non-owner.
22. The maximum pool area capacity of forty-six (46) people must be observed at all times.
23. The maximum SPA capacity of five (5) people must be observed at all times.
24. Pool hours must be observed. They are Monday through Friday 6:00AM to 10:00PM. Saturday and Sunday 8:00AM to 10:00PM.
25. Reasonable precautions are taken to protect the health of all users of the pool, pool area, and SPA. All persons using the pool, the pool area, and the SPA must exercise all reasonable care to ensure that they are protected from the recognized health dangers of being in a public facility.

#### VEHICLE USE AND PARKING

The following parking regulations and rules for vehicle operation are adopted for the benefit of those living in and visiting La Florentine. They have been adopted to ensure safety, adequate parking, and a quiet and enjoyable living environment. Violation of these rules and regulations by owners, residents, renters, or guests may result in enforcement remedies including but not limited to ticketing and towing at the vehicle's owner's expense without notice.

##### **Vehicle Speed:**

Vehicle speed on the premises of La Florentine is limited to a maximum of 10 miles per hour. Drivers should be aware that pedestrians and children are present.

##### **Resident Parking Limitations:**

Except for vehicles that have been issued permits in accordance with these Rules resident's vehicles must be parked in garages. The parking of vehicles on driveways, driveway aprons, in fire lanes and / or other specially designated areas constitutes a safety hazard and is not permitted. Vehicles parked in these areas will be towed without notice at the owner's expense. Garage doors should be kept in the closed position except when entering, leaving, loading and unloading.

##### **Residents with More than Two Vehicles:**

If a resident has a third vehicle in regular use and wishes to park that third vehicle in an outside La Florentine parking space, an application must be made for a special parking permit. That special permit will allow the third vehicle to park in any of the outside parking spaces not marked as "Guest Parking" on a first-come first-served basis. To qualify for a permit, an applicant must provide the following as evidence of need and proof of residency in the La Florentine community for each of the three vehicles owned and in regular use: 1) A current copy of the Department of Motor Vehicle registration; 2) A current copy of each resident-operator's driver's license; 3) Proof of residence at La Florentine; 4) Photo of the interior of the garage showing two of the three resident-owned vehicles parked in it. Additionally, the Association has the right, after providing reasonable notice to the applying Owner or resident, to

inspect the garage to confirm compliance with this provision. Once the application is submitted, the Management Company will review it and issue the special permit. The special permit is vehicle specific and numbered. It must be placed on the dash and available for the patrol to view. No name or address will appear on the special permit. There are no fees for this special permit. The permit will be valid from January 1<sup>st</sup> to December 31<sup>st</sup> and all permits expire at midnight December 31<sup>st</sup> and must be renewed annually.

All vehicles parked in parking spaces under the third-car special permitting system must be in normal, regular, and frequent use. Permitted third-vehicles may not be left in a parking space for more than four consecutive days (96 hours) without being moved and used in a normal and regular fashion will result in the Owner being sent a warning letter. Permitted third-vehicles left in a parking space for more than (7) consecutive days without being moved and used in a normal fashion will subject the Owner to a fine and subject the vehicle to towing at the vehicle's owner's expense. Moving a vehicle for an hour or so and re-parking it to avoid complying with this regular-use requirement is not permitted. In special situations such as extended vacations, the number of consecutive days without moving the vehicle may be extended beyond five days upon advanced written request to the Management Company. Permits may be cancelled at any time without notice if the Board of Directors determines that cancellation is in the best interests of the Association.

**Limits of Resident and Owner Overnight Parking:**

Overnight parking in spaces outside of garages without a third-car parking permit is limited to a total of three nights in any given calendar month. Residents and Owners may select any three nights during the calendar month. The nights do not accumulate. The privilege re-sets to three nights on the first day of each month regardless of usage the previous month. Violations of the three-night may result in warning letters, fines, and towing at the vehicle's Owner's expense. The three-night limit will be monitored and enforced by La Florentine security.

**Guest Parking:**

A number of parking spaces have green painted curbs with white lettering that reads "GUEST PARKING ONLY". These spaces are reserved for visitors and guests only. They are not for use by residents, owners, or vendors. Guest vehicles must not block the street or lanes in a way that would obstruct the access of police, fire or other emergency vehicles. Guests may not park on driveways, driveway aprons or in any other specially designated areas such as red zones marked by red painted curbs.

Residents and owners are responsible for their guest's compliance with all vehicle and parking regulations. Guests may park, without a special permit, in any green-marked guest-parking stall for up to three days (72 hours) within any given month. Guests staying longer than three days (72 hours) must obtain a temporary guest parking permit from the Management Company. To obtain a permit please have the unit owner call 760-481-7444. Guest's long-term parking permits will be specified by number only, not by name or address. Permits must be prominently displayed and will be in effect for a maximum of thirty (30) days.

**Quick Mail Pick-up Parking:**

Curbs at mailbox stands are painted green and marked with the lettering TEN MIN PARKING and are to be used only when picking up mail. These parking zones cannot be used for any other purpose and must otherwise be kept clear for U.S. mail delivery trucks.

**Special Vehicle Parking Prohibition:**

Trailers, commercial vehicles, truck greater than one ton, boats, campers and recreational vehicles may not be parked in any La Florentine parking space. Such vehicles must be parked in resident’s garage. If any of these special vehicles are found parked in La Florentine parking stalls they will be towed at owners expense.

**Vehicle Parking Safety Requirements:**

No vehicle shall be left parked at any time in a condition that constitutes a fire hazard. All vehicles must be fully operational at all times. No vehicle shall be left unattended with the engine running. No vehicle shall be parked with the doors standing open longer than it takes to enter, exit or unload the vehicle.

**Parking Between the White Parking-Stall Lines:**

All vehicles must be parked between the white parking-stall lines. Vehicles may not be parked on or straddle the lines as this decreases the number of spaces available and creates inconvenience to others.

**Washing Vehicles Parked on La Florentine Property:**

Washing of resident vehicles is permitted so long as all laws and ordinances regarding washing are followed. Washing of vehicles other than resident’s own is not permitted. Vehicles being washed may not be parked so as to block or obstruct the flow of traffic through La Florentine.

**Notice and Twenty-Four-Hour Enforcement of Parking Violations:**

La Florentine security enforces parking regulations twenty-four hours a day seven days a week.

**Vehicle Towing Without Notice**

Vehicles parked in violation of the rules and regulations in this section may be towed at any time without notice and at the owner’s expense.

**VACATING UNITS DURING REQUIRED SERVICING**

There will be very rare occasions when a unit must be vacated for critical servicing, pest control, or major construction. If and when these extremely rare circumstances occur, the Board may, in its discretion require a unit or units to be vacated for a few days. The most common of these occurrences is tenting a building for termite extermination. Vacating a unit will only be required to prevent or repair very severe extremely high-cost damage to buildings or units. Residents will be provided prior notice of the dates that the work will be performed which requires residents to vacate their units (e.g. fumigation). Except in an emergency, no fumigation or other maintenance work that requires residents to vacate their units will be scheduled to occur on secular or religious holidays.

**ARCHITECTURALL & AESTHETIC CONTROL OF THE LA FLORENTINE PROPERTY**

Under the La Florentine CC&R s and Bylaws, architectural and aesthetic control of the common areas, private-use patio areas, and the external appearance of all buildings resides with the La Florentine Board of Directors. The Board has promulgated the following rules and regulations with regard to architectural changes and property aesthetics:

1. All proposed changes, removals, or additions to the exterior of units must be submitted to



the Board in writing on forms available from the Property Management Company.

2. The Board shall, within forty-five days (45), approve or disapprove in writing all plans submitted to it. If a plan is disapproved, the disapproval must include an explanation of why the plan was disapproved and an explanation of the procedure for the reconsideration of the decision by the Board. In the event the Board fails to respond to the submitted plans within forty-five (45) days, the applicant may send written notice, via certified mail, to the Management Company advising the Board that the plans will be deemed approved if not disapproved forty-five (45) days from the receipt of the certified letter.
3. The Association, through the Board, the Management Company and professional vendors, shall provide all maintenance of the Common Areas. In addition the Association, through the Board, the Management Company and professional vendors, shall provide exterior maintenance to each unit, except for glass surfaces, interior surfaces of doors including metal frames, tracks and exterior screens of glass doors and windows and deck and patio areas which shall be maintained by each owner in a manner acceptable to the Board of Directors.
4. Each owner has the right, at his sole cost and expense, to maintain, paint, repair, paper, panel, plaster, tile and finish the interior surfaces of the ceilings, floors, window frames, door frames, trim, and interior perimeter walls of the living unit. Owners may substitute new finished surfaces in place of those existing on the ceiling, floors, walls and doors of their unit. No interior or exterior wall shall be removed, demolished, or taken out. No interior or exterior wall or walls shall be added to or constructed in to any unit.
- 5) No changes or additions to the exterior of the units, including patios and balconies, may be made unless accepted by the Board of Directors. Plans and specifications for changes, removals, or additions must be submitted in writing on forms obtainable from the Property Management Company.
6. No outside television or radio antennae, masts, transmitting or receiving tower or facility, poles, or flag poles may be constructed, installed or maintained on the property for any purpose whatever. Only a television satellite dish that has a diameter or diagonal measurement of thirty-six (36) inches or less are permitted. No roof-mounted or exterior wall-mounted devices of any kind are permitted. La Florentine homeowners may install a satellite dish only on a unit's deck or the patio. Satellite cables may be installed through an external wall of the homeowner's unit through an opening of no more than 1 inch. The wires and opening must be professionally sealed and properly installed at a height of no more than two feet from the patio or deck.
7. No window air conditioning units or balcony enclosures are permitted.
8. Decks and patios are not to be used for such purposes as drying laundry, miscellaneous storage, etc. These areas are considered an aesthetic addition to the buildings and should be utilized in good taste so as to be generally attractive and inoffensive to other residents.
9. No exterior clothesline shall be erected or maintained and there shall be no outside drying or laundering of clothes on exclusive areas such as patios or decks, on Association property or on the Common Area.
10. No wet suits, towels, blankets, or other laundry items may be hung on or placed on balcony

railing or patio walls at any time.

11. For the purpose of advertising a unit for sale or lease, one aesthetically acceptable sign not to exceed 18 inches x 24 inches may be displayed on the inside of a window of a unit or in another reasonable location as determined by the Board. Real Estate "OPEN HOUSE" signs may be displayed in appropriate Common Areas between the hours of 10:00AM and 5:00PM.
12. All rubbish, trash, or garbage must be regularly removed from each unit and shall not be allowed to accumulate thereon or on the adjacent Association property or Common Area.
13. No fences, hedges or walls may be erected or maintained on Common Areas.
14. Balconies and patios may have only plants, potted plants, conventional patio furniture, barbecues, bird feeders, thermometers, TV satellite dishes, and sun dials. Deck railings and deck floors shall be adequately protected from any damage from plants, hangers, chemicals and watering. Nothing shall be permanently attached to the exterior of the building and repair of any damage resulting therefrom shall be the responsibility of the Owner.
15. Portable canopies, awnings, or umbrellas up to twelve (12) feet in width, length or diameter shall be permitted on patios.
16. The bulletin boards adjacent to the mail boxes are for posting of official Association business by the Board of Directors or the Management Company.
17. Windows shall be covered only by draperies, curtains, shutters, or shades.

#### RENTING REQUIREMENTS

1. No short-term rentals are allowed (see City Zoning Department and Association document restrictions). Short-term rentals shall mean any rental for a period of less than thirty days.
2. All Owners must provide their tenants with a copy of the *Rules and Regulations* and all tenants must comply with the Rules and Regulations, By Laws and CC&Rs. Owners are held responsible for their tenants and tenant's guests and are financially liable for their damage to the Common Area and equipment and for violations of the *Rules and Regulations*.
3. Owners are responsible for the proper repair and maintenance of their units during tenancy.
4. All Owners must provide the Management Company with a copy of the lease agreement, together with the currently active telephone number and current street address of the residence of the Owner per the CC&R's. If the owner moves from this residence or changes phone numbers, the Owner must send the updated information to the Management Company.
5. The percentage of rental units shall at no time exceed 25% of the total number of units (25 units) in the La Florentine development.

## PETS AND ANIMALS

1. Fish in aquariums and birds in cages, dogs and cats may be kept as household pets provided that they are not kept, bred or maintained for commercial purposes.
2. No livestock or poultry of any kind shall be raised, bred or maintained with in any unit.
3. Dogs must be on a leash at all times and under personal control when outside individual living quarters or patio enclosures (by San Diego Ordinance).
4. Dogs must not be left unattended on patios, decks, or in garages or permitted to walk and / or play on the lawn or landscaped area Common Area at any time.
5. Please do not allow pets to urinate or defecate on plants, shrubs, or other landscaping. Any litter or excrement deposited by pets on lawns, sidewalks, paths, or other Common Area must be removed immediately by the owner of the animal involved. Dogs must be "walked" outside the La Florentine gates.
6. Residents are responsible and liable for any personal injury or property damage caused by their pets. If the pet owner is a tenant, the owner of the unit is liable.
7. Any complaints of pet violations must be submitted in writing to the Management Company.
8. Action will be taken against owners of pets that make excessive noise. Excessive noise includes excessive barking whether the barking is inside the unit or outside the unit.
9. Pets are not allowed within the confines of the pool or the SPA area at any time except with the prior written from the Board. Emotional support, therapy and service animals may be exempt from this rule with the proper application and documentation provided to the Board. Please contact the Management Company to obtain this application.
10. The Board of Directors reserve the right to expel or require additional restrictions on any pet that becomes a nuisance.
11. No structure for the housing or confinement of any animal including birds shall be maintained so as to be visible from neighboring properties. Any animal housing must be approved by the Architectural Committee prior to installation.
12. Residents who are disturbed by a pet are urged to first contact their neighbor and, if unsuccessful in resolving the disturbance issue, to write to the Management Company or contact the Animal Control Department at 619-236-4250.
13. Any pet which is allowed to unreasonably threaten the physical or emotional well-being of any owner or resident of a unit or any guest or visitor, or which is allowed to create a nuisance or a disturbance or cause damage to property as may be determined in the sole discretion of the Board, must be permanently removed from the La Florentine Property upon seven (7) days written notice from the Board.

## TRASH CONTROL AND TRASH REMOVAL

1. Owners, residents, renters, visitors and guests are responsible for picking up their own trash that they have spilled or caused to be present on the Common Areas and must dispose of it in the proper containers or receptacles.

2. Large cartons and boxes must be broken down and tied before being placed on the street for pick up.
3. Removing large discarded items such as old furniture, etc. is the sole responsibility of the Owner. Such items may be placed at the curb of the unit for pickup for a maximum of twenty-four (24) hours. The Association does not provide pick up and removal of such items.
4. No trash or debris is to be left in any area such as walk ways, decks, patios, and common areas.
5. Garbage for pick up by the waste removal company should be placed in sturdy plastic tied bags to reduce odors and disturbance by animals.
6. Trash is to be placed in one of the two reusable garbage containers provided by the waste removal company for pick up on trash days. Recyclables are to be placed in the blue container and regular garbage in the other container.
7. Garbage containers placed at the curb for pick up on removal day may be placed at the curb after 6:00 PM the evening before pick-up on the next day. The containers must be removed from the curb and taken inside no later than 8:00PM on the day of pick up.
8. All government codes regarding disposing of waste must be followed.
9. Owners will be assessed for any clean up services performed by the Association.

#### NOISE CONTROL & QUIET ENJOYMENT OF LA FLORENTINE

All La Florentine owners, residents, renters, guests and visitors have the right to the quiet enjoyment in their living spaces and in the Common Areas. Noise can be a problem any time, particularly during the summer months when windows are open. Nothing shall be done that interferes with the quiet enjoyment of other occupants. In an effort to ensure this quiet enjoyment for everyone in La Florentine, the Board has promulgated the following rules and regulations.

1. Radios, televisions, musical instruments, party activities, and other noise sources (including barking dogs, car horns, and extended warm-up of car engines) must be restricted at all times to a level that does not disturb other residents.
2. The use of power tools is prohibited prior to 8:00AM and after 8:00PM.
3. Roller blading, roller-skating, skateboarding, "Big Wheel" riding, ball playing, tree climbing (except for professional tree cutters), and playing with any wheel-based toy or wheel-based vehicle is prohibited outside of the patio area.
4. Bicycle riding is permitted only for entering and exiting the property.

#### CONTROLLING AGAINST DAMAGE BY PESTS

Taking measures to protect buildings and landscaping from damage by pests such as termites, rodents, and other invasive species is periodically necessary to prevent expensive repair and reconstruction costs to the Association and its unit owners. The Association, through the Board, the Management Company, and professional service companies, contracts for the ongoing services of pest control providers in order to minimize damage by pests.

On rare occasion, pest protection measures require that a particular building or buildings be tented for termites. Tenting is a three-day to four-day process of fumigation using materials and chemicals approved by the Federal EPA and State of California Environmental Protection Agency. Tenting is done only after a professional assessment for termites has resulted in finding reasonable evidence that an infestation is present in a building. Termite assessments are done only by companies licensed by the State of California.

The Board is aware that tenting is a hardship on the residents of the building being tented and endeavours to minimize the inconvenience, in so far as is possible. The following procedures govern the tenting process:

1. Tenting requires that that residents leave their units during the tenting process, therefore, residents will be without the normal conveniences of living at home.
2. Arrangements must be made for living away from the unit during tenting days.
3. Residents will need to take a few pre-tenting precautions such as covering plants and bagging food and medicines. The tenting company will advise as to what preparations to make.
4. When tenting is required and scheduled, the residents of the building will be notified, in writing, thirty days in advance of the first tenting day.
5. Tenting will not be scheduled on any secular or religious holiday.
6. Unit owners will have the opportunity to share their thoughts, concerns, and needs regarding the tenting prior to the tenting start date.
7. The Board may, in its discretion, reschedule tenting dates under compelling circumstances.

On these rare occasions when tenting is necessary, the Board asks that the affected residents work with the Board to get the tenting completed as quickly as possible and thereby protect the Association against building damage and considerable re-construction costs.

#### CONCLUSION

This *Rules and Regulations* booklet has presented the rules and regulations that provide for protection of the La Florentine property, residents' safety, and for ensuring a peaceful, quiet high quality of living for everyone. Any questions or comments will be welcomed by the Management Company and forwarded to the Board. The Company can be reached at (760) 481-7444.