

# ***KMC***

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Owners Association

## **RULES AND REGULATIONS**

# **KEARNY MESA COMPLEX OWNERS' ASSOCIATION SAN DIEGO, CALIFORNIA**

## **GENERAL RULES**

1. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Declaration of Covenants, Conditions and Restrictions of Records of San Diego County, California as Document No. 2006-0087801. The term "Owner" as used herein shall include the Owners, as well as such Owners "Invitees" as such terms are defined in the Declaration.
2. Owners shall not suffer or permit the obstruction of any Common Areas including, driveways, walkways, and stairways. The outside areas immediately adjoining all Units shall be kept clean and free from dirt and rubbish to the satisfaction of the Association, and Owners shall not place or permit any obstruction or materials in such areas. No exterior storage shall be allowed without permission in writing from the Association.
3. The Association reserves the right to refuse access to the Property to any persons that the Association, in good faith, judges to be a threat to the safety, reputation, or property of the Kearny Mesa Complex and its occupants.
4. Owners shall not make or permit any noise or odors that annoy or interfere with other Owners, Invitees, or persons having business within Kearny Mesa Complex. No loud speaker, televisions, phonographs, radios, or other devices shall be used in a manner so as to be heard or seen outside of any Unit.
5. Except for ADA assistive guide, signal or service animals, Owners shall not keep animals or birds within Kearny Mesa Complex, and shall not bring bicycles, motorcycles, or other vehicles into areas not designated as authorized for same.
6. Owners shall not make, suffer or permit litter except in appropriate receptacles for that purpose. All garbage and refuse shall be kept in refuse container and placed at the location prepared for refuse collection, in the manner and at the times and places specified by the Association. Owners shall not place in any trash receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal nor shall any Owner burn any trash or garbage of any kind in or about the Project. Owners hereby acknowledge that such receptacles are solely for garbage and refuse associated with the arising out of Owners' businesses and the Kearny Mesa Complex and disposing of household garbage and trash or other materials in such receptacles or within the Kearny Mesa Complex is prohibited.
7. Owners shall be responsible for the inappropriate use of any Common Area toilet rooms, plumbing, or other utilities. No foreign substances of any kind are to be inserted therein. The expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by the Owner who caused such damage.
8. Owner shall not deface the Common Area or Association Property or any other portion of the Project.
9. Owner shall not use any apparatus or device in, upon or about the Common Areas which may in any way increase the amount of services or utilities usually furnished or supplies to the Common Areas or other areas of the Project. In addition, Owner shall not connect any conduit, pipe, apparatus, or

other device to the Common Areas' water, waste, electric or other supply lines or systems for any purpose. Without limiting the generality of the foregoing, Owner shall not allow its vendors or Invitees to tap into the common water supply lines of the Project to fill its water tanks. Neither Owner nor its Invitees shall at any time enter, adjust, tamper with, touch or otherwise in any manner affect the electrical or mechanical installations or facilities of the Common Areas.

10. Owners shall not suffer or permit anything in or around its Unit or the Building that causes excessive vibration or floor loading in any part of Kearny Mesa Complex.
11. Nothing shall be done or kept in any Unit or in the Common Areas which will increase the cost of the Association's insurance. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the Common Areas which could result in the cancellation of insurance for the Condominium, or for contents thereof, or which would be in violation of any law.
12. No furniture, significant freight or equipment shall be moved into or out of any Building, without first notifying the Association, and any such movement shall be subject to such reasonable limitations, techniques and timing as may be designated by the Association. Owner shall be responsible for any damage to Kearny Mesa Complex arising from any such activity.
13. All window coverings, shades or awnings shall be approved by the Association prior to installation thereof. Owners shall not cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside of walls or doors of the Condominium, and no sign, awning, canopy, or shutter, shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof, or exposed on or at any window without the consent of the Association.
14. Except as otherwise provided in the Declaration, no sign, placard, picture, balloon, advertisement, name or notice shall be installed or displayed on any part of the exterior of a Unit and no temporary signs (i.e. paper, painted, or similar advertising medium) or "For Sale", "For Rent", "For Lease" signs shall be permitted to be placed on the windows of the Unit without the prior written consent of the Association.
15. Owners shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in the areas designated by the Association or by applicable governmental agencies as Non-smoking areas.
16. Owners shall not use any method of heating or air conditioning other than such systems currently serving the Project,
17. Owners shall not use or keep any kerosene, gasoline, or inflammable or combustible fluid or material in a Unit or elsewhere on the Project, unless Owner has obtained the prior written consent of the Association in connection with the operation of Generating Equipment, and such use or storage complies with all applicable Hazardous Material Laws, rules and regulations.
18. The Units shall not be used for lodging or manufacturing, cooking or food preparation, or for any improper, objectionable or immoral purposes.
19. Owners shall comply with all safety, fire protections, and evacuation regulations established by the Association or any applicable governmental agency.

20. No Alterations or cosmetic improvements may be made to the Exclusive Use Balcony Areas, and nothing may be placed upon or stored on such Exclusive Use Balcony Areas without the prior consent of the Association.
21. The Association and its agents (including any managing agent appointed by the Association), and any contractor or workman authorized by the Association, may enter any room or Unit in the Condominium during normal business hours after forty-eight (48) hours prior notification (except that no notification shall be required in case of emergency) in order to make necessary repairs to such Unit or the Common Area (which repairs are the responsibility of the Association).
22. The Association reserves the right to waive any one of these rules and regulations, and/or as to any particular Owner, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Owner.
23. Each Owner assumes all risks from theft or vandalism and agrees to keep its Unit Locked as May be required.
24. Each Owner shall use, at Owner's cost, such pest extermination contractor as the Association may direct and at such intervals as the Association may require in the event that the service needed is due to the Owner's activities.
25. Any consent or approval of the Association required by the Rules and Regulations shall not be effective unless given in writing.
26. These Rules and Regulations may be amended from time to time as provided in the Declaration. In the event of any inconsistency between these Rules and Regulations, and the terms and conditions, of the Declaration the terms and conditions of the Declaration shall control.

### **PARKING RULES AND REGULATIONS**

1. Parking areas shall be used only for parking vehicles no longer than full size, passenger automobiles herein called "Permitted Size Vehicles". Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles".
2. Owner shall not permit or allow any vehicles that belong to or are controlled by Owner's employees, suppliers, shippers, customers or Invitees to load, unload or park in areas other than those designated by the Association for such activities.
3. No extended term storage of vehicles shall be permitted. Extended term is defined as 3 consecutive days. Furthermore, should an Owner store any vehicles, it must be stored in the parking area located on the perimeter of Kearny Mesa Complex and not in the interior on the Project.
4. Users of the parking area will obey all signs posted in the parking areas.
5. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. The Association is not responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.

6. Validation, if established, will be permissible only by such methods as the Association may establish at rates generally applicable to visitor parking.
7. The maintenance, washing, waxing, or cleaning of vehicles in the parking area or Common Area is prohibited.
8. Owners shall cause all of its employees, agents and Invitees to comply with the applicable parking rules, regulations, laws and agreements.
9. Neither Owner, nor Owner's Invitees, shall utilize parking spaces in addition to such Owner's Parking Allocation and all vehicles must be parked entirely within painted stall lines of a single parking stall.
10. The Association reserves the right to modify and/or adopt such other reasonable rules and regulations for the parking facilities as it deems necessary for the operation of the parking areas. Landlord may refuse to permit any person who violates these rules to park in the parking areas, and any violation of the rules shall subject to vehicle to removal, at such vehicle owner's expense.

#### **RULES AND REGULATIONS WITH RESPECT TO THE ASSIGNED GENERATOR AREAS AND SPECIAL BENEFIT AREAS**

1. The term "Special Benefit Area Owner" Shall include such Special Benefit Area Owner, as well as its Invitees. The terms and provisions of these Rules and Regulations shall apply to both the installation and operation of Special Equipment in the Special Benefit Areas and the Generating Equipment in the Assigned Generator Areas, with appropriate terms to be substituted as necessary.
2. After Special Benefit Area Owner has obtained the Association's approval of its proposed Alterations (i.e. Installation of Special Equipment in a Special Benefit Area or Generating Equipment in an Assigned Generator Area) , as specified in Article 9 of the Declaration, and prior to commencement of construction thereof, such Special Benefit Area Owner shall deliver the following items to the Association: (a) A request for approval of the person or entity (including any employee or agent of such Special Benefit Area Owner) performing such Alterations ("Contractor"), such contractor to be licensed by the State of California; (b) sworn statements, including the names, addresses and copies of contracts for all contractors; (c) all necessary governmental permits, licenses, and approvals evidencing compliance with all applicable federal, state and local laws, statutes, codes, ordinances and regulations, rules, directives and orders ("Legal Requirements"); (d) certificates of insurance issued by a responsible insurance company qualified to do business in the State of California and issued by a responsibly approved by the Association ( a "Qualified Insurance Company"), evidencing such Contractor's insurance, the amounts and types as are responsibly required by the Association as additional naming the Association and any other parties designated by the Association as additional insured; (v) A statutory lien bond pursuant to California Law ( or such other protection against liens as the Association may be reasonably required), in each case for the benefit of the Association, and issued by a Qualified Insurance Company, and (vi) all other documents and information as the Association may reasonably request in connection with the construction of any Alteration.
3. All Alterations shall be performed at such Special Benefit Area Owner's sole cost and expense, in a good and workmanlike manner, and once commenced; each Alteration shall be diligently prosecuted to completion by such Special Benefit Area Owner. In performing any Alteration, each Contractor

shall comply with the Association's reasonable requirements relating to the times and methods for such work and use of delivery elevators and other Building Facilities, and each contractor shall not interfere or disrupt any person using the Building. Each Contractor shall in all events work in the Project without causing labor disharmony, coordination difficulties, or delay or impair any guaranties, warranties or obligations of any contractors of the Association or any Owner. Such Special Benefit Area Owner shall pay in the form of an Individual Special Benefit Area Assessment, all costs and expenses of Building services and facilities associated with any Alteration including use of the freight elevator, sprinkler shutdown, debris removal and all other charges incurred by the Association in connection with any Alteration. Each contractor shall, by entry into the Building, be deemed to have agreed to indemnify and hold the Association, Declarant, the manager of the Project and any of their partners, affiliates, officers, agents, servants, and employees, harmless from any claim, loss or expense arising in whole or in part out of any act or omission committed by such person while in the Building or on the Project, to the same extent as such Special Benefit Area Owner has so agreed pursuant to Section 7.19 of the Declaration.

4. Any Special Benefit Area Owner whose installation of Special Equipment damages the roof of the Building upon which it is located or the structural integrity of the Building shall reimburse the Association for any and all costs incurred to repair such damage, and an Individual Special Benefit Area Assessment may be assessed against such Owner of such costs.
5. The installation and operation of any Special Equipment shall not cause interference with any other Special Equipment located in any Special Benefit Area (whether owned by Declarant, Declarant's Invitees or any other Special Benefit Area Owner), nor shall such installation and operation constitute a nuisance or interfere with the use and enjoyment by any Owner of its Unit or Special Benefit Area.
6. The Association may require a Special Benefit Area Owner to erect such screening or fencing around its Special Equipment as the Association deems reasonably necessary. Each Special Benefit Area Owner shall be responsible for installing any noise or sound attenuation required by the Association or by any municipal authority. An Owner shall have the right to test the Generating Equipment once per week at time mutually agreed upon between the Association and such Owner. The Association shall have the right to inspect Special Equipment, upon twenty-four (24) hours prior notice to the applicable Special Benefit Area Owner, to insure compliance with the terms of these Rules and Regulations and the Declaration.
7. A Special Benefit Area Owner shall notify the Association when it intends to remove any Special Equipment. After such removal, the Association may inspect such Special Benefit Area and if such area is not in the same condition as it was prior to installation of the Special Equipment either, (a) require such Special Benefit Area Owner to promptly, at such Owner's sole cost and expense, restore such area to its former condition, or (b) restore such area, and impose an Individual Special Benefit Area Assessment on such Owner to cover costs of the Association's restoration.
8. Each Special Benefit Area Owner covenants and agrees that the installation, operation and removal of its Special Equipment/ Generating Equipment will be at its sole risk. The Association assumes no responsibility for interference with the operation of any Special Benefit Area Owner's Special Equipment caused by other Special Benefit Area Owners' Special Equipment.