

Pinnacle Marina Tower Association Project Handbook

Introduction

Pinnacle Marina Tower Association is a high-rise residential condominium community providing many amenities not usually found in a multi-family dwelling complex, while still offering the privacy and comfort of an individual home. Pinnacle Marina Tower Association and Management of the Pinnacle are dedicated to assisting all residents in enjoying their homes to the fullest extent. The successful realization of this goal will be largely dependent on you.

This Project Handbook has been developed to provide residential owners with an understanding of the rules and regulations applicable to Pinnacle residents and their guests. The intent of this Project Handbook is to provide an outline of the proper conduct and behavior while on the property. You are encouraged to read and review the Pinnacle governing documents including the Declaration of Covenants, Conditions & Restrictions (CC&Rs), the By-Laws, and Articles of Incorporation (Articles). These documents are the legal foundation of the association and are what this document is based upon. While the governing documents are normally not subject to change or revision, this guide and the rules contained herein may, from time to time, be revised by the Board of Directors as situations and circumstances change.

Building Address and Telephone Numbers

Please note the following information related to Pinnacle Marina Tower:

Tower Address	550 Front Street San Diego, CA 92101
Websites	www.prescottmgt.com web.prescottmgt.com www.pinnacletower.org
General Manager	Jim Jennings jjennings@prescottmgt.com 619.533.7963 Direct
Concierge	619.533.7960 619.533.7694 (fax)
Management Company	The Prescott Companies 555 West Beech Street Suite 502 San Diego, CA 92101 Cynthia Gibson, CCAM cynthia@prescottmgt.com 800.404.0141 (escrow, accounting) 619.230.1891 619.230.1898 (fax) Website: www.prescottmgt.com

Your Association

Your Association, which will “govern” The Pinnacle Marina Tower, may be understood by employing a single analogy to the relationship that exists between the city government and the residents of that city.

Structure

As an Owner at The Pinnacle Marina Tower, you are a member of your Association, which is responsible for the maintenance, and day-to-day operations of the building. Annually you and your neighbors, as members of your Association, will elect a Board of Directors to address the Association’s responsibilities and to supervise the policies and services that apply to the Members.

Your Association is formed to protect, maintain and enhance the property and assets of your building, while making community living a pleasant experience for all residents. The Pinnacle Marina Tower Association is an organized California corporation under the California Nonprofit Mutual Benefit Corporation Law.

Annual Meetings

Written notice of each meeting will be given by the Board by mail not less than ten (10) days prior to each meeting. The notice will specify the place, day and hour of the meeting, and, in the case of a special meeting, the notice shall specify those matters the Board intends to present for action by the Members. Secret Ballots will be included in the notice for the election of the Board of Directors. In order to establish quorum, so that business can be conducted, it is imperative that the Owners either attend in person or submit their secret ballot.

Regular Board Meetings

Regular meetings of the Board shall be held monthly, or on an alternative schedule, as determined by the Board, at a time and place fixed by resolution of the Board. Notice of time and place of such meeting shall be posted at a prominent place or places within the Common Area not less than four (4) days prior to the meeting. In addition, you will be notified by mail of the meeting dates, usually with your monthly assessment billing. Consultants may be employed to guide and assist the Board of Directors in fulfilling their responsibilities. Consultants are generally used in the following areas: Landscape, Finance, Insurance, Engineering, Electrical, Architectural and Legal.

Special Board Meetings

Special meetings of the Board for any purpose or purposes shall be called at any time by the President, or by any two directors other than the President. Written notice of the time and place of special meetings and the nature of any special business to be considered shall be posted in the manner prescribed for notice of regular meetings. Regular and special meetings of the Board shall be open to all Members of the Association, but Members who are not in the Board may not participate in any deliberation or discussion unless expressly so authorized by the Board.

Financial – Monthly Assessments

The Management Company sends the monthly assessment bills on or around the 25th of every month. Monthly assessments are due on the first of every month and become delinquent after the 15th of the month.

This monthly assessment has two (2) separate components, Operating and Reserves. The Operations portion of the assessment covers the routine ongoing costs of such things as management, insurance, maintenance, utilities, on-site staff, window washing, preventative maintenance, etc.

The Reserve portion of your assessment is a fund that is set aside in accordance with a specific plan adopted by the Board of Directors to defray the cost of long-term repair and replacement activities such as repainting, re-roofing, etc. The specific components of this responsibility are specified in the Reserve Study section of the Annual Operating Budget.

The Board of Directors on an annual basis will adopt a new Operating Budget, which outlines the specific expenses in these two areas.

Management Functions

We are very pleased to inform you that your Board of Directors has elected to retain our firm for the professional management of your homeowners association. It is our goal to assist the Board in the protection, maintenance and enhancement of the property values within your fine community.

The following is a brief summary of services:

Common Area Maintenance:

Management will perform routine inspections of the common amenities to ensure the association's vendors are performing their duties pursuant to the community standards. Additionally, we will monitor and track all long-term maintenance requirements to ensure maximum life is achieved for all major reserve components.

Billing Collections:

Should you have a question concerning your billing statement, please call and ask for our accounts receivable department. All delinquent payments will be processed according to your association's adopted policies.

Rules Enforcement:

Living in a planned community offers many advantages, but does impose some restrictions. Management works closely with your Board of Directors, its committees and individual owners in following through on all reported infractions. If you need to report a rules violation, you may do so in writing.

Escrow Services:

If you are selling your home, please have Escrow contact our Escrow Department. We will process lender questionnaires, prepare demand statements and ensure that the

necessary legal documents have been forwarded to the new buyer. It is important for your protection that you notify us prior to concluding the sale of your property.

Record Keeping:

Management will maintain the association's Corporate Minute Book, legal documents, financial reports and other related information. As a member, you are entitled to receive and/or inspect these documents upon written request to the management company.

Association and Facility Forms:

Up to date forms for various requests and purposes are available from your Facility Director and/or Property Manager. For example:

General Forms

1. Facility and Meeting Room Reservation and Rental Forms
2. CC&Rs Complaint for Rules and Policy Violations
3. Owner Comments and Suggestions
4. Move In Policy Agreement

Architectural Guidelines

1. Architectural Improvement Request Form
2. Architectural Conditions of Approval and Disclaimer
3. Neighborhood Impact Statement
4. Notice of Completion

Building Access

The Pinnacle Marina Tower is equipped with video cameras, controlled access doors and locking mechanisms, fire monitoring and life-safety systems, and full time staffing. However, no building has completely secured facilities and no warranty is made or implied as to resident's safety. It takes the vigilant observations and prompt actions of the residents in order to prevent accidents, unauthorized access and failure of these systems. Please report any observed condition and violations promptly to the General Manager, or the Concierge.

The Association does not and will not assume any risk for injury, loss or damage of any kind, directly or indirectly resulting from, or connected with, the resident's choice to issue keys to cleaning personnel, employees, visitors, etc. The Association, Board of Directors and Management shall not be liable for any occurrence or incident connected to this action.

All owners will be assigned and issued fobs at the time of move-in by the Association. These key cards are a vital part of the overall security system. The loss or unauthorized distribution of these fobs weakens the security system. Access to certain areas in the common area may be restricted based upon the area or during restricted time periods.

There is a \$75 charge for the replacement of each fob that may be lost. These fobs must be returned to the Association when there is a change in unit ownership. There is a \$75 charge for each fob that is not returned. The Board of Directors without prior notice may change such charges from time to time.

Master Key Compatibility

All homeowners shall ensure that their front door locks are made compatible to the master key. In the event a unit is not in compliance, there may be potential fines up to \$5,000.00 levied against the Association by the Fire Department for non-compliance. Each unit owner is responsible for reimbursing the Association for such costs.

General Manager

The General Manager is the on-site point of contact for all management functions. The General Manager will monitor resident questions and problems and the daily maintenance and upkeep of the building, facilities and landscaping. The General Manager will keep detailed logs on daily activities and management's actions in support of the association and the common area.

The General Manager's office is located on the first floor. The General Manager will conduct daily property inspections monitoring building maintenance including: common area structures, walkways, pool and spa with related equipment, painting, and plumbing. Janitorial services inspections including: cleanliness of the common area, main lobby, hallways, sidewalks, and trash collection facilities. Landscaping inspections will include general observation regarding health and upkeep of all trees, bushes, and lawns. Property inspections will also include observations regarding the use of common and exclusive use common areas to insure residents are in compliance with the association CC&Rs, ARC guidelines and applicable rules.

The General Manager is your first point of contact for Architectural change requests.

The General Manager will also coordinate owner's requests for use of common area facilities for personal parties and events. They will maintain a schedule of events calendar for rental of these facilities. These duties include the coordination of facilities rental agreements, handling of deposits, instructions/briefings on conditions of use, and coordination of facilities condition inspections at the end of the scheduled event.

The General Manager will also act as the building ambassador and, as needed, will participate in neighborhood and city meetings to stay informed of new and/or proposed changes that may affect the surrounding community, building, Association, and its members.

Warranty / Maintenance Repairs

The builder, Pinnacle Market Development, LLC, Inc., covers your building, the building systems, and certain portions of your home for a period of one year (See your warranty documents for details, conditions and limitations).

Owners who notice a failure or defect of an item within their home that, after researching the warranty documents, appears to be covered should take the following action:

1. Any fixture, appliance, device or equipment installed in your home is covered by a Manufacturer's Warranty. It is the individual homeowner's responsibility to

coordinate repairs of these types of home appliances with the respective manufacturer.

2. All non-emergency warranty requests must be submitted in writing to:

Pinnacle Market Development, LLC.
Customer Service Department
911 Homer Street Suite 300
Vancouver, B.C. Canada V6B 2W6

Owners who notice common area problems or defects with the building, building systems, or structures should notify the General Manager immediately. The General Manager will, on behalf of the Owners Association, raise the issue to Pinnacle International Customer Service for resolution.

Rules and Regulations

These rules have been established to serve as comfortable guidelines for enjoying Pinnacle Marina Tower without infringing on the rights and common benefits of all owners. In maintaining the quality of the community, observing and enforcing these rules and regulations is the responsibility of each owner, resident, tenant and guest.

The rules and regulations are issued, by the Board of Directors as authorized by the Covenants, Conditions, and Restrictions (CC&Rs). All owners have been given copies of the Bylaws and the CC&Rs of Pinnacle Marina Tower and the Master Association. Owners are urged to read these documents carefully since they set forth, in complete and detailed form, the rights, duties and obligations of each owner.

Although these Rules and Regulations support the CC&Rs, they do not cover the entire document. Please read these rules carefully and be sure your family, guests and tenants understand the rules fully. If there are any questions, or if you do not have copies of the Association's documents, please contact your General Manager.

Garage and Parking

1. Please maintain safe and proper speeds while driving in the garage areas. The posted speed limit is 5 MPH. There may be blind spots present. It is recommended that you use your headlights while driving in the garage area. Please do not cut through open parking spaces and watch for pedestrians.
2. All vehicles must be in operable condition when parked in a garage space. Examples of an inoperable vehicle include but are not limited to: extensive sheet metal damage resulting from an accident, missing or broken safety equipment including headlights and windshields, and flat tires. Also, a car will be considered inoperable if it is not properly registered with the Department of Motor Vehicles.
3. No motor vehicle shall be left in a condition that could constitute a fire hazard. Automobile servicing or repairs, such as washing, detailing, oil changes, engine

repairs or overhauls, draining or flushing of radiators, liquids, or any other fluids of a vehicle are specifically prohibited on Pinnacle community property.

4. Owners and residents are responsible for the maintenance of their assigned parking space. Vehicles with significant oil or other fluid leaks are prohibited from being parked in the garage area. If maintenance or clean-up is required to an owner's space due to excessive fluid leaks, the owner will be charged for the cost of these services.
5. Parking spaces that are the exclusive use of an owner/resident of a unit may be leased to other residents subject to termination of the lease upon conveyance of either condominium. Rental of a parking space shall not give to the lessee the right to vote or any other rights of membership in the association. Leasing of parking spaces to non-residents is prohibited.
6. Your vehicle must fit in your space and not affect your neighbor's space. Oversized vehicles such as limousines and extra large trucks may not fit in your space; therefore, they may not be parked in an owner's assigned space.
7. Contractors and vendors are permitted to use available guest parking on a first come, first serve basis during the hours of 8 AM – 5 PM, Monday through Friday only.
8. Visitors are permitted to use available guest parking on a first come, first serve basis during the hours of 5 PM – 8 AM with a 24-hour maximum, Monday through Friday and at all times on Saturday, Sunday, and the following holidays: Christmas Day, New Year's Day, Labor Day, Memorial Day, Thanksgiving, 4th of July, Passover, Rosh Hashanah, Yom Kippur, Easter and Chanukah.
9. Guest parking cannot be reserved.
10. Guest parking guidelines may be changed by the Board of Directors at any time.
11. Boats, jet skis, trailers, campers, or other such equipment may not be parked in the garage. Commercial vehicles are also prohibited.
12. Car alarms that repeatedly go off or alarms that don't automatically shut off after an allotted interval will be prohibited from the garage area.

Common Areas

1. Each owner is liable to the association for any damage to the common area landscaping, equipment, or improvements that is sustained by the negligence or misconduct of the owner, the owner's family, pets, tenants or guests.
2. Residents will not drill, nail, or otherwise penetrate exterior walls floors or ceilings for any purpose. The Pinnacle is constructed with pre-tensioned concrete. Any penetration could result in severe damage.
3. Residents may not place furniture, signs, potted plants, doormats, or other such items outside their front door.

4. No solicitations are allowed on the property. This includes the distribution of flyers, advertisements, pamphlets, door-to-door sales, or other such methods. Please report this type of violation to the facilities director immediately.
5. Skateboard, roller-skating, or other such devices are not allowed on walkways, or any other common area facility.
6. The roof area, related mechanical rooms and their internal stairwells are off limits except in an emergency situation and such use as required.
7. Smoking is not allowed in any common area including building corridors, parking garage, elevator lobbies and elevators, the front drive way and loading dock area.
8. The General Manager will handle lost and found items. Please turn in articles found within the common area to this location.
9. Never prop open a common area door or perimeter gate. This defeats the security systems in place within the building.
10. Parents and guardians are responsible for the conduct of their children. Children must not be allowed in the elevators, recreation areas, lobbies, parking garage or other common areas unless accompanied by an adult.
11. Unnecessary noises or boisterous conduct is not permitted. This includes, but is not limited to, televisions, radios and/or other sound emitting devices. Common courtesy shall be observed at all times. Consideration of your neighbors will enhance the enjoyment and tranquility of all.
12. Owners will be responsible for any and all action of their guests, lessees, contractors, employees and anyone on the premises by their instruction, invitation or permission.
13. No signs, symbols, door knockers or similar features and equipment shall be hung, installed, or attached to the door or entry area to the residential unit, which can be seen from the common area corridor and hallway.
14. Dusting, brushing, or cleaning personal belongings in any common area is not allowed.
15. Residents and their guests may not borrow or remove any equipment or property belonging to the Association.
16. Proper attire must be worn whenever entering the common areas or Association property. Shoes and shirts are required to be worn at all times while in the common areas (except within the pool and spa areas). Anyone going to and from the fitness room and pool/spa must wear a cover-up. Precautions should be taken to prevent water from dripping onto the interior surfaces and elevator flooring.
17. The lobbies and lounge areas may not be used for napping or sleeping.

18. No odorous substances shall be emitted upon or about the property in such quantity as to be readily detectable outside the physical boundaries of the space within which such odor was generated.
19. Should an emergency situation occur, the building personnel and all other types of emergency personnel shall have authorization to enter your residence using forcible entry if necessary. In the event that this emergency entry is not the direct result of a resident maintenance item or action, the Association will be responsible for damages caused by the Association to your unit.
20. No exterior clothesline shall be erected or maintained or hung on balconies or railings within the Project and there shall be no exterior drying or laundering or clothes or any other items on any Exclusive Use Common Areas or Association property.
21. No patio, deck, terrace, balcony, parking space, or other Exclusive Use Common Area shall be used for storage purposes, including, without limitation to, the storage of bicycles, sport or exercise equipment.

Balconies

1. Only conventional patio furniture and potted plants may be placed on balconies. A drip pan must be placed under all potted plants on outside decking. Balconies will not be used for storage of bicycles, household items, storage bins or shelves, animal shelters, litter boxes, etc.
2. Residents must submit their plans for installation of satellite dishes to the ARC Committee for approval. Only floor stands will be used to set satellite dishes on balcony decks and dishes may not be permanently attached to the roof, walls or balcony railing.
3. Conventional propane gas grills may be used on balcony decks. Charcoal grills are not allowed.
4. Hosing off or rinsing balconies with a bucket is prohibited. Window washing is a major annual cost for the association. Anyone hosing off their balcony and dirtying their neighbor's windows will be assessed for the cost of re-washing the windows.

Holiday Decorations

1. The acceptable time frame for winter holiday decorations is from the day after Thanksgiving until January 10th. All other decorations may be displayed no more than 15 days prior to the day of the holiday, and must be removed within 7 days after the holiday. Residents who do not comply will be sent a violation notice.
2. All holiday lighting must have a UL or comparable rating. Outdoor lights must be designed for outdoor use. No Resident may place holiday decorations on any portion of the Association's common areas, including the hallways and front exterior door. Please insure that holiday lights do not disturb other Residents.

Committee Member Requirements

Only unit owners shall be permitted to serve on committees, with the exception to the Social Committee where any non-owner residents may be allowed to serve.

Rental of Residential Condominiums

An Owner shall be entitled to rent the Owner's entire Condominium (but not a portion thereof) subject to the following guidelines:

1. All Owners who rent their Condominiums shall submit names and contact numbers for their tenants to the management company for the Project.
2. Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Project Documents and shall provide that any failure to comply with any provisions of the Declaration or the Project Documents shall be a default under the terms of the lease agreement. The rental period shall not be less than six months. Subletting is prohibited. Copies of all leases and rental agreements shall be provided to the Association.
3. Owners of rental units must provide a copy of the lease agreement and information of the unit's occupants to Pinnacle Marina Tower Association.
4. A copy of the Governing Documents and Project Handbook shall be provided by the Owner to each tenant or lessee.
5. The Owner shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of this Declaration pursuant to the occupancy and use of the Condominium.
6. A lessee shall have no obligation to the Association to pay assessments imposed by the Association nor shall any lessee have any voting rights in the Association.

Disturbances / Nuisances

1. Residents are responsible at all times for the reasonable conduct of themselves, their occupants and guests. Loud or boisterous conduct anywhere on Pinnacle property, including your residence that disturbs the comfort and quiet enjoyment of others is prohibited.
2. In the event a neighbor or guest is causing a disturbance, the person being inconvenienced should contact the Concierge, General Manager, or Attendant at the time of the disturbance.
3. No person shall discharge into the Project's sewer system, storm drain or other Association property any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety or welfare, violate any law, subject any Owner to liability under state and federal law for any clean-up, or cause injury or damage to neighboring property or to the Project.

4. No air pollutants or contaminants sufficient to create a nuisance shall be discharged.
5. The volume of radio, stereo sets, television, musical instruments, etc. shall be held at a reasonable level at all times so other residents are not disturbed. After 10:00 PM volume must be significantly reduced so as not to disturb other residents.
6. Speakers and floor-supported musical instruments (i.e., pianos and organs) must be properly isolated from direct contact to floors and walls in order to minimize vibrations and noise infiltration.

Pets

1. Residents must register with management any of their animals that are required to be vaccinated and licensed by City of San Diego Code. Registration shall include the animal and its predominant breeds, animal owner's name, unit in which the animal is kept, any governmental registration information, proof of vaccination, and proof of liability insurance coverage for that animal, including the specific breed. If a previously registered animal is no longer being kept in a unit, the resident should notify management.
2. Guests who bring any animals onto Association Common Property must declare those animals with the concierge at the time the animal is brought onto the Property. And the host is to provide appropriate proof of insurance pursuant to paragraph 1 above.
3. Residents shall ensure that, while on Association Common Property, their animals are wearing identification of the owner.
4. Pet ownership for Owners, Tenants and their families provides a real and tangible benefit, and contributes to quality of life for all. However, the rise in ownership of large dog breeds with a predisposition toward aggressive or dangerous behavior, coupled with the increased risk of tragic incidents involving these dogs, necessitates a uniform policy to provide for the health, safety and tranquility of all residents.
5. As defined below, no Owner will be allowed to keep or maintain a Prohibited Breed of dog in a Unit or in the Common Area for any period of time. A Prohibited Breed of dog is defined as follows:

(Prohibited Breeds) Full or mixed breeds of Pit Bulls, Rottweilers, canid/wolf hybrids, or any canine breed with dominant traits of aggression present an unreasonable risk to the health and safety of an Owner, tenant or guest are prohibited within a Unit or the Common Area at any time and for any reason. In the absence of formal breed identification such as certification or documentation from such organizations as the American Kennel Club, a determination of majority breed may be performed and the Board may rely on same, by a licensed Veterinarian. Prohibited Breeds may not be maintained in the Common Area or Unit regardless of behavior and are prohibited due to their dominant traits of aggression. Under no circumstances or conditions is a Prohibited breed of dog

allowed to remain in a Unit or the Common Area at any time.

6. Additionally, the Board can prohibit the presence of any animal that is not a member of the defined Prohibited Breed, but which constitutes, in the reasonable opinion of the Board, a nuisance. These animals are any animal that the Board determines in its sole and reasonable discretion to be "vicious" and/or "dangerous" and will be considered a "nuisance" and must be immediately removed from the Unit and not be allowed anywhere on Association Common Property. For the purposes of this Policy, "vicious" and/or "dangerous" is defined as follows:

Regardless of breed, the Board may direct an Owner to Remove and forever refrain from bringing an animal into the Unit or any portion of the Common Area, that has at anytime in the past, attacked a human being or other domestic animal or any animal that on Association Common Property or within a Unit approaches any person with an apparent attitude of aggression or otherwise terrorizes any person or any animal with a known propensity, tendency, or disposition to engage in an unprovoked attack, cause injury or to otherwise endanger the safety of human beings or domestic animals or any animal that engages in, or is found to have been trained to engage in, exhibitions of fighting; or any animal at large found to attack, menace, chase, display threatening or aggressive behavior or otherwise threaten or endanger the safety of any person or domestic animal.

7. Prior to ordering the removal of a dog that the Board of Directors considers to be a nuisance, the Board of Directors will conduct a hearing prior to designating any animal as "vicious" or "dangerous"; the resident and unit owner will be provided with a minimum of fifteen (15) days written notice of the hearing. The determination of the Board of Directors will be final and binding.
8. Residents currently in possession of properly registered dogs meeting the prohibited breed or mixed breeds noted in paragraph 4 above, may keep their pet dog in a unit, provided the following "grandfather" provisions are met:
 - (a) Pet owner residents submit for waiver to this policy, and receive approval of waiver from the Board of Directors. Dogs to be waived under this policy must pass a nationally-recognized temperament test, administered and interpreted by individual(s) who have been certified in the technique and evaluation of the test results, at the resident's expense. Such tests include Canine Good citizen (AKC), and the Delta Test (Delta Society). These animals will be required to certify every two years. Questionable animals may be referred to a board certified veterinary behaviorist.
 - (b) Pet owner residents comply with all provisions of this order as well as applicable local, state and installation directives for their registered dog(s) to remain in the association.
 - (c) Dangerous and vicious animals represent an unacceptable risk to the safety and tranquility of all members of the

Association and their families and guests. When a domestic animal is deemed dangerous or vicious, it will be prohibited from the Association.

- (d) Other family members, guests, tenants and invitees will not bring prohibited canine breeds, as defined in paragraph 4 into the Association at anytime. In every case, members are fully responsible to their family members, guests, tenants and invitees' pet dogs while within the Association.
9. Owners of animals shall be responsible to clean up after their animals on Association Common Property. Unit Owners will be financially responsible for cleanup and/or repairs of damage to the Association Common Property or Residential Units of others that are caused by animals associated with their units. Any litter deposited by animals on walkways or other common areas must be removed immediately by the caretaker of the animal. **Pinnacle residents will be held accountable through the Association's Rules Enforcement Policy, if their animals are found to have urinated or defecated on the surrounding areas of the Pinnacle Marina Tower.**
10. Unit Owners are responsible and liable for any personal injury or property damage caused by animals associated with their units. Owners and renters shall advise their tenants and guests of the Pet policies and ensure that their guests comply with the policies.
11. No household may keep more than an aggregate of two (2) animals.
12. All animals must be kept inside the unit when unattended and may not be left on balconies without the direct supervision of the caretaker or permission of the Board. Animals shall not be allowed to be anywhere on the Association Common Property unless properly leashed and under control. Except for Service Dogs, animals are not allowed anywhere on Floor 2 at any time. Certain breeds of animals, and/or individual animals, may be required by the Association's Board to have a full snout muzzle at all times when on Association Common Property. Please see the list below of breeds requiring a muzzle.
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|--------------------|-----------------|
| 1. Pit Bull | 7. Mixed Breed |
| 2. Rottweiler | 8. Chow |
| 3. German Shepherd | 9. Doberman |
| 4. Husky-type | 10. Great Dane |
| 5. Malamute | 11. St. Bernard |
| 6. Wolf-dog Hybrid | 12. Akitas |
13. No animals of any kind shall be raised or bred in any unit, except that domesticated dogs, cats or other ordinary household pets may be kept in the unit, provided they are not kept, bred or maintained for any commercial purpose. Livestock, poultry or farm animals are strictly prohibited.
14. Using the "Disturbances/Nuisances" section of this Handbook as a guide, residents who are disturbed by an animal are urged to first contact the caretaker regarding the

disturbance and if unsuccessful in eliminating the disturbance, to submit a written notice to the Association.

15. No Owner or resident shall maintain any aquarium or other container that contains or can hold more than 30 gallons of water.
16. Each Owner shall be liable to each and all remaining Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Project by the Owner or members of his or her family, his or her tenants or his or her guests; and it should be the duty and responsibility of each Owner to immediately clean up any waste from his or her animals.

Trash Regulations

1. Cooking scraps and wet garbage (except bones and fibrous vegetables) should be disposed of by using the disposal in the kitchen sink. All other disposable items are to be securely wrapped and contained in sturdy and manageable plastic bags and placed in the trash chute room located in each hallway.
2. Trash, garbage or other waste shall be kept only in sanitary containers. No owner shall permit or cause any trash or refuse to be kept on any portion of the community properties or exclusive use common areas other than in the receptacles customarily used for it and located only in places specifically designated for such purposes.
3. Please notify the General Manager for any oversized articles requiring removal. Large discarded items such as old furniture and appliances are the sole responsibility of the homeowner to remove from the premises and dispose of properly.
4. Members are responsible for picking up their trash if it is spilled, blown or otherwise deposited onto a common area, and disposing of it in a proper container or receptacle.
5. No trash or debris is to be left in any area that is visible to others from walkways, decks, patios, common areas, etc.
6. No resident is permitted to rummage through or remove any items located inside the trash receptacles located in the Common Areas.
7. Cardboard cartons to be recycled must be flattened and placed in a recycling bin. The Association offers a cardboard carton flattening service with a fee of \$25 for up to five cardboard cartons. Each time a resident leaves cardboard cartons that have not been flattened in or adjacent to the recycling bins, the Association will interpret the action as a request for the cardboard carton flattening service.

Any other case of abandonment of any item in any common area (other than properly in a trash or recycling bin) will result in a disposal fee of at least \$50 per item.

Valet Cart Rules:

One cart may be used per day per unit for not more than an hour. Each time a resident returns a cart that is not in reasonably clean condition, the action will be interpreted as a request for a \$25 cleaning service. The carts shall not be used for move ins or move outs as defined in the Association's Rules and Regulations.

Christmas Trees

1. Do not dispose of Christmas trees in trash chutes.
2. Only fire retardant Christmas trees are permitted as requested by the Fire Department.

Waterbeds

1. No waterbeds of any kind shall be installed or maintained within any condominium.

Personal Transportation Device:

1. Use of all personal transportation devices of any kind, including but not limited to skateboards, scooters, Segways, bicycles, or in-line skates or any other personal transportation device of any type, configuration, or make that the Board in its sole discretion deems a threat to the health, safety, or welfare of the membership is strictly prohibited in the Common Area and Association property, including without limitation, the recreational facilities and the lobby. The garage is covered by a separate policy.

Key Policy:

1. All residents are prohibited from leaving any key(s) at the Front Desk.

Real Estate Broker / Agent Rules

1. Owners of residential units must notify building management that the residence has been listed for sale or lease. In such case, the Owner shall complete the Listing Broker/Agent Entry Authorization Form identifying listing broker/agent. The Owner is to instruct broker/agent of these rules and guidelines.
2. Units shall be shown by appointment only with access provided to the showing broker/agent by the Listing broker/agent or Owner.
3. Broker/agent is not to loiter in the lobbies or wander through Pinnacle common areas. Broker/agent's sole purpose shall be to show a specific property at Pinnacle with reasonable access to common areas.
4. No open house signs, flags, banners, etc. shall be displayed on any residential condominium unit and/or common areas of the Pinnacle.

5. Broker caravans must be arranged at least twenty-four (24) hours in advance through the General Manager. The Listing Agent must provide an agent in the lobby to greet and direct the caravan to the unit, and an agent inside the unit. There shall be no open houses.
6. No lock boxes are permitted within the common areas and perimeter of the building. Lock boxes are only permitted to be stored in a location on property designated by the Board of directors.

Deliveries

The Concierge will accept packages and/or delivery of parcels to a resident's unit in the absence of the resident. Parcels (excluding perishables) delivered by UPS, Federal Express, The U.S. Postal Service and others that cannot fit in the mailbox may be accepted and held for resident pickup. Please notify the Facility Director and/or attendant if you are expecting a package and need assistance. You will need to provide coordinating instructions including phone number and expected time of return.

Insurance

Each Owner shall maintain property insurance against losses to personal property located within the Unit and to any upgrades or improvements located within the Unit and liability insurance against any liability resulting from any injury or damage occurring within the Unit. The Association's insurance policies will not provide coverage against any of the foregoing. All Owners hereby waive all right of subrogation against the Association, and any insurance maintained by an Owner must contain a waiver of subrogation rights by the insurer as to the Association; provided, however, that a failure or inability of an Owner to obtain such a waiver shall not defeat or impair the waiver of subrogation rights between the Owners and the Association set forth herein. No Owner shall separately insure any property covered by the Association's property insurance policy as described above. If any Owner violates this provision and, as a result, there is a diminution in insurance proceeds otherwise payable to the Association, the Owner will be liable to the Association to the extent of the diminution. The Association may levy a reimbursement assessment against the Owner's Condominium to collect the amount of the diminution.

Moving / Furniture Moves

1. When moving in or out, residents must coordinate their schedules and book an elevator with the Concierge at least **one week in advance**. Exceptions will be accommodated, if possible. A non-refundable charge of \$250.00 per move and a refundable deposit of \$500.00 per move (payable to Pinnacle Marina Tower Association) must be submitted along with the Elevator Reservation Application to confirm the booking. To ensure full return of your deposit, each resident will be accompanied by a member of the Pinnacle Marina Tower Association's staff on a pre- and post- inspection of the areas that are in the path of the move.
2. Moves must take place on weekdays 8:00 a.m. - 4:30 p.m., with the exception of major holidays. Weekend moves are prohibited. The elevator protective padding

and floor mats will be put up by the Association's agent and must remain in place throughout the entire move time.

3. Prior to any move, residents shall provide Management with a certificate of insurance for worker's comp and liability insurance with minimum limits of \$1,000,000 from the moving company, naming Pinnacle Marina Tower Association as an additional insured.
4. In the event that you find it necessary to move or have items delivered that require two or more persons to transport, all Moving and Furniture Move guidelines must be followed.
5. All floor areas are to be protected along the entire moving path with carpet runners, or similar protection from the building entry to the unit. Protective coverings must be removed and the floor cleaned by the end of your scheduled time.
6. Moves will not be allowed through the lobby **at any time**.
7. All trash must be carried off-site by the resident or moving company. The building's dumpsters may not be used for disposing of debris.
8. All personnel involved with a move will be required to sign in and out at the Concierge Desk.
9. Residents who wish to move without using a professional moving company may do so providing they meet all the requirements of moving companies.
10. Charges in addition to the move fees: the Board of Directors reserves the right to charge the owner for all damages noted in the post-inspection report that exceed the \$500 deposit. These charges will be posted in the owner's account as soon as estimated repair costs can be determined. A penalty of \$500.00 will be charged to the owner's account, if it is determined that a move occurred without the proper coordination as specified in this policy.
11. Final Notification upon completion of the post-inspection: Written notification will be provided to the unit owner including a copy of the inspection check-list and a description of any and all damages incurred from the move-in/out activity. If no damages are incurred, the original \$500 deposit will be returned to the owner.

Elevator Use

1. Do not allow children to play with the elevator controls. The elevators have been electronically programmed to provide the most efficient service under normal conditions. Holding open elevator doors and pressing buttons unnecessarily creates inefficiencies that slow service.
2. If the elevator stops unexpectedly, remain calm and use the phone provided in the elevator to notify building management. Emergency personnel will respond as soon as possible.

Recreation Areas

1. The recreation and meeting areas are for the exclusive use of all residential owners, tenants, and their guests. Proper identification must be presented to security or management personnel upon request.
2. Personal furniture, other than that provided by the association, shall not be used in the recreation areas. Association-provided furniture, accessories, games and equipment shall not be removed from those areas.
3. Persons who use these recreation rooms and areas are responsible for the removal of all articles brought by them, including towels, books, magazines, food, as well as related trash and debris.
4. Glass containers are not to be brought into the recreation areas with the exception of the lounge and office center.
5. All persons using the recreation areas, including but not limited to the fitness center and pool/spa area, do so at their own risk.
6. Additional rules may be posted in the recreation area from time to time by the association.

Swimming Pool and Spa Area

1. Pool and Spa hours:
Sunday through Thursday 6:00 AM to 11:00 PM
Friday and Saturday 6:00 AM to 11:00 PM
2. Children 14 years and younger must be accompanied at all times by a responsible adult.
3. The “buddy” system is recommended for all swimmers at all times. No one should swim alone.
4. The use of the pool is expressly limited to residential owners, tenants and their invited guests. Each unit is limited to eight (8) guests total, at any given time. At no time shall any group monopolize the facilities.
5. No running, pushing, or horseplay is allowed in and around the pool area. Throwing of balls or other objects is prohibited within the pool area.
6. Large inflatable items such as sun-mats, surfboards, Styrofoam floats, or other large objects of this nature are prohibited. Only floatation devices for small children (i.e., water wings, etc.) shall be permitted.
7. Misuse of pool and patio furniture will not be tolerated. Pool maintenance and safety equipment are to be used for their intended purpose and not for recreational purposes.

8. At no time shall there be any loud noise, music, or other activities that creates a nuisance to residents. Portable TVs, stereos, and radios are prohibited unless used with headphones.
9. No glassware of any kind is allowed in the pool and spa area. Containers of an unbreakable nature will be allowed provided they are disposed of in the appropriate manner.
10. No pets are allowed in the pool/spa area at any time.
11. Bicycles, skateboards, scooters, and roller-blades are prohibited from the pool/spa area.
12. Only standard swimwear is allowed in the pool and spa area. Cut-offs and tee shirts are not allowed. Nudity or nude sunbathing in these areas is not tolerated.
13. No children under the age of 16 years shall be allowed in the spa unless accompanied by an adult. It is recommended that pregnant women, persons with heart problems, high blood pressure or diabetes refrain from using the spa for health reasons.
14. All gate latches will be latched closed at all times. Please do not leave the gates propped open. This is for the safety of all, especially children.
15. The association is not liable, and does not assume any liability whatsoever, for injury, property damage or any kind of loss arising in connection with the use of the pool, spa, and fitness facilities. The pool, spa, and recreational areas have no lifeguard on duty.
16. Guests on an extended stay (over 2 weeks) are considered members of the household and may use the facilities unaccompanied. Extended-stay guests must register with the Association and are subject to all community guidelines contained within the Project Guide or posted in common areas and recreation areas. Other guests may use the facilities only when accompanied by the host. Please do not extend an open invitation to others to drop by the pool/spa at any time for a swim.
17. No infant, young child or person subject to involuntary natural bodily functions is permitted to use the pool or spa without proper and effective diaper protection.
18. No person is to enter the pool or spa after application of any tanning or sunscreen preparation without taking a shower. Please do not use suntan oil without rinsing off first.
19. No barbecue, hibachi or other cooking apparatus, other than those barbecue facilities provided by the Association, shall be used within the pool, spa or barbecue areas. Make sure to turn off gas valves if not in use and leave area in a clean and tidy fashion.

20. Persons with skin disorders, colds, coughs or common communicable diseases are asked to refrain from pool use due to the obvious risk of health problems to other individuals.
21. Immoral, lewd or indecent conduct is prohibited in the pool, spa, fitness center and all other common areas including Exclusive Use Common Areas.
22. The Board of Directors reserves the right to deny use of the pool, pool area, and spa to anyone at any time.

Fitness Center

Hours of the Fitness Center are:

Open Daily 24 Hours

1. Residents must be at least 18 to use the Fitness Center without an adult or legal guardian. It is recommended that children not use the Fitness Center, including the weight room.
2. All guests must be accompanied by a resident.
3. All equipment must be wiped down after use. Please bring your own towel.
4. All equipment is to be used as intended. Please do not abuse the equipment or cause weights to strike against each other excessively.
5. There is a thirty (30) minute maximum on machines when other residents are waiting to use them.
6. Proper fitness attire is required at all times. Shoes and shirt are mandatory.
7. Pets are not permitted in the fitness room at any time.
8. Portable radios are permitted only when used with headphones.
9. Residents shall not store or place any personal equipment in the Fitness Center. Lockers are for the convenience of everyone. No overnight storage is allowed.
10. No glass containers or food items are allowed in the Fitness Center.
11. Use of cellular phones is not permitted at any time.
12. All persons using the Fitness Center do so at their own risk.

Storage

The Developer has assigned and conveyed easements for exclusive use storage areas located within the parking garage. These storage areas are for small, seldom used

household items and are not adequate for permanent storage of excess furniture or other large items. Under no circumstances shall flammable or explosive items be placed in the personal storage lockers. Personal property may not be stored in the garage area unless in the personal storage cabinets.

Bicycle Storage

1. All Bicycles must be registered at the front desk and display the Pinnacle permit.
2. When available, bicycle racks located on P1 and P2 will be assigned to residents.
3. A waiting list will be maintained by the concierge at the front desk. As spaces become available the concierge will contact the first name on the waiting list and offer the newly available space. If that person no longer requires the space, it will be offered to the next person on the list and so on.
4. Once you no longer require the use of your bicycle storage space, please inform the concierge of its availability so that it may be assigned to another.
5. Bicycle spaces do not transfer with ownership of the homeowner units.
6. If the space is to remain vacant for more than 30 days, the space must be relinquished to the concierge so that it may be reassigned to another.
7. There will be a limit of 2 bicycles per unit.
8. Bicycles must not block the path of travel. No bicycles should be attached to the fence.
9. The Association will not be responsible for any loss or damage to bicycles stored in bicycle storage areas.

Facility / Meeting Rooms

1. The facilities are for the use of the Pinnacle Marina Tower Association members who are current with their assessment dues. The use of the facilities may be restricted by the Board of Directors for violation of the Pinnacle Marina Tower Association rules, delinquent assessments, or abuse of the recreational facilities or common areas.
2. Your facilities may not be used for commercial purposes other than those endorsed by the Pinnacle Marina Tower Association in which all members may participate.
3. Regularly scheduled events have precedence over non-scheduled events in any Pinnacle Marina Tower Association facility.
4. In accordance with California state law, no one under the age of 21 shall be served an alcoholic beverage while on the premises. If alcoholic beverages are served at a function held in the facilities, no minors are to be present without parental permission.

5. The association cannot be held liable for any theft of or damage to personal articles.
6. The renter hereby warrants that there will be no charge to his/her guests for admission, food, beverage or entertainment on the premises. Pinnacle Marina Tower Association sponsored events may charge admission or use fee to recoup expenses.
7. Management reserves the right to close any of the facilities at any time to repair, clean, maintain and protect the premises.
8. The swimming pool/spa area may not be reserved and must remain available to residents.
9. For more than 25 guests, additional attendants will be required. The Board also reserves the right to, and may require, additional attendants for parties with less than 25 guests.

Rules Enforcement Policy

The following procedure will apply to all violations and infractions of the governing documents and rules and regulations. Residents may report violations to the Management Company or Board of Directors by submitting a written notice describing the violations. The Board of Directors, Management Company, or committee appointed by the Board may also note any violation discovered during a walk-through or by personal knowledge of any of its members or representatives. At the time a violation is noted or reported, action will be taken as follows:

1. A first notice to correct the violation will be sent by the management company. The first notice will contain a description of the violation, and instructions regarding response to the notice and correction of the violation.
2. If the violation continues, or if the response is otherwise unsatisfactory after the first notice, the owner will receive a notice of hearing. The owner will be afforded an opportunity to appear before the Board of Directors or an appointed committee either by appearing personally or by submitting written testimony. The hearing notice shall be mailed or provided to the owner at least ten (10) days before the date of the hearing. The notice shall be delivered to the owner personally or by first class or registered mail to the last address of the owner shown on the Association's records. The Board or committee shall give fair consideration to the owner's oral or written testimony in determining whether to impose a penalty fine and/or suspend common area use privileges and/or voting privileges or any other appropriate disciplinary action afforded by the governing documents and state law.
3. If the violation continues, or if the response is otherwise unsatisfactory, even after the imposition of a monetary penalty, the Board or its appointed committee may impose additional or continuing fines and/or other suspensions, without further hearings, until such time as the matter is satisfactorily resolved.
4. If the violation continues, the Board may refer the matter to the Association's legal counsel. If a lawsuit is filed, the homeowner may be liable for the Association's legal costs and fees.

Fine Schedule

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

Hazardous Activities (Risk of harm to person or property)	\$500 - \$5,000
Use Restrictions	\$100 - \$500
Vehicle and Parking Restrictions	\$100 - \$500
Unauthorized Improvements to Property	\$250- 10,000*
(* Plus the cost of restoring the property to original condition)	
Any Violation of the Bylaws, CC&R's or Rules & Regulations not specifically mentioned.	\$100 - \$500
Trash Chute_Misuse	up to \$10,000.00**
(**A reward of \$1,000.00 is offered to anyone who witnesses and reports unauthorized disposal of construction materials or other debris in the trash chutes leading to full restitution to the Association.)	

The Board will, at their sole discretion, levy monetary fines based on the nature of the infraction on an individual basis for not less than the stated minimum or higher than the stated maximum per violation category.

Fines will be in addition to an assessment levied to reimburse the Association for expenses and costs incurred to bring a unit owner into compliance. Fines for continuing or repeated violations may be doubled at the discretion of the Board.

Four (4) or more violations assessed to a single lot/unit in any six (6) month period may result in an additional fine of up to \$500.00 at the discretion of the Board of Directors.

Procedure for Residential Owner Hearings

If you have been invited to attend a hearing for an alleged violation of the Association's Governing Documents, the following procedure will be followed:

1. You will be introduced to the Board of Directors and other Association representatives.
2. The acting chairperson will summarize the reason for your invitation to the hearing.
3. You may present written or oral evidence to state your position.
4. The requirements of the Association's Governing Documents will be reviewed for clarification of issues.
5. The Board may ask you questions.
6. You may ask the Board questions and make a final statement.
7. Your participation in the foregoing is appreciated by the Board. The Board will deliberate and vote in closed session.
8. You will be notified of the Board's decision, in writing, within ten (10) business days.

Architectural Guidelines for Owners

Introduction

The Association formation documents including the Declaration of Covenants, Conditions & Restrictions ("CC&Rs") of Pinnacle Marina Tower Association, the By-Laws of Pinnacle Marina Tower Association ("By-Laws") and Articles of Incorporation ("Articles") of Pinnacle Marina Tower Association establish and define certain guidelines not covered in this document and vice versa. Together, these documents should be well considered and heeded by the owners and occupants and tenants of Pinnacle. The Board of Directors may review the Architectural Guidelines contained within this Project Handbook from time to time and make appropriate revisions.

As set forth in the Governing Documents, the Architectural Committee is vested with the power to review, approve, approve conditionally, or disapprove all improvements to Residential Condominiums for Pinnacle. Such improvements include, without limitation, additions, modifications and alterations to Units, signs, screens, awnings and patio covers, window treatments, and any other modifications to the exterior of a Unit or other improvements or alterations to your home or property.

The Architectural Committee does not seek to restrict individual creativity or personal preference, but rather to help assure continuity in design, which will help preserve and improve the appearance of the Project and enhance the property values of all Owners in the Project.

The Architectural Committee shall consist of three (3) members plus one (1) alternate. The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement by the Association for expenses incurred by them in the performance of their duties hereunder, unless the Association retains a professional architect, engineer or designer as a member of the Architectural Committee for the purpose of providing professional services, in which event reasonable compensation for such member may be approved by the Board. Upon prior notification of the unit owner, the Architectural Committee shall have the right to hire any engineer or other consultant, the opinion of which the Architectural Committee deems necessary in connection with its review of any plans submitted by any Owner and such Owner shall be liable for payment of such engineer's and/or consultant's fee.

Prior to the commencement of any addition, alteration or construction work of any type on any Residential Unit at Pinnacle Marina Tower, you must first make application to the Architectural Committee for approval of such work. Failure to obtain approval of the Architectural Committee may constitute a violation of the Governing Documents affecting your home, and may require modification or removal of unauthorized works of improvement at your expense. In addition, a building or other permit may be required by the City Building Department, or other governmental agencies, prior to the commencement of any work. Neither the Architectural Committee, nor the Association assumes any responsibility for failure to obtain such permits. Also, obtaining such permits does not waive the obligation to obtain Architectural Committee approval. You must also be familiar with specific easements that may apply to your Property and restrict placement of improvements.

Neither the Board, Architectural Committee nor any member thereof shall be liable to the Association or to any Owner for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings, and specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; (c) the Project of any property within the Project; or (d) the execution and filing of an estoppel certificate pursuant to Section 9.16 of the CC&Rs, whether or not the facts therein are correctly provided, however, that such Architectural Committee member has acted in good faith on the basis of such information as may be possessed by him. Without in any way limiting the generality of the foregoing, the Architectural Committee, or any member thereof, may, but is not required to, consult with or hear the views of the Association or any Owner with respect to any plans, drawings, specifications or any other proposal submitted to the Architectural Committee.

Building plans cannot be removed from the building management office but may be reviewed. Copies may be available from the Association. You need to contact the management office. All Architectural forms are available from your General Manager.

Submission Procedure and Requirements

1. All requests ("Requests") for Architectural Committee approval are to be made on the standard Pinnacle Home Improvement Form (Exhibit A).
2. Submission of Requests: All Requests are to be made to the Pinnacle Architectural Committee and delivered to the onsite Facility Manager.
3. Reasonable Fees: The Architectural Committee shall have the right to establish a fee for the review and approval of Plans and Specifications, which must be submitted to the Architectural Committee pursuant to the provisions of the Declaration. The Architectural Committee may also require an Owner to pay any fees, costs or expenses associated with the review and approval of the Owner's Plans and Specifications by an Outside Consultant or any costs associated with the review of the Plans and Specifications by any architect on the Architectural Committee.

The fees are established as listed below:

No fee/cost or deposit	Selected pre-approved minor improvements (as prescribed by the Architectural Committee)
\$50 - \$250 (up to \$500 refundable deposit)	Minor Improvements (as prescribed by the Architectural Committee)
\$250 - \$1,000(up to \$2,500 refundable deposit)	Moderate Improvements
\$1,000 - \$5,000(up to \$5,000 refundable deposit)	Major Improvements

4. Construction Drawings: Plans and Specifications for works of improvement must be prepared in accordance with the applicable building codes, and with sufficient clarity and completeness to enable the Committee to make an informed decision on your request. Stamped architectural drawings may be required at the Committee's request.
5. Information related to any plan to temporarily disconnect for any reason the unit's fire monitoring system (shut-off of sprinkler system is included): The Owner must post a 24-hour/day-fire watch during any disconnection. This must be a security employee of the building, and the Owner must pay all expenses (including overtime) when using the employee.
6. Submission of Plans: Please forward three (3) sets of your proposed plans and specifications, together with the standard Home Improvement Form (Exhibit A), Conditions of Approval and Disclaimer (Exhibit B), Contractor/Subcontractor guidelines (Exhibit C) and Floor Modification (Exhibit D) (if applicable) along with the following information to the Architectural Committee to constitute a complete Application. Please submit all copies in person to the onsite Facility Manager. One (1) set will be returned to you after completion of the review.

Failure to Comply With Required Procedures

Failure to comply with the requirement and procedures set forth herein shall cause your request to be delayed pending submission of other information and documentation to the Architectural Committee. An incomplete Application will not be reviewed and will be subject to resubmission.

Scope of Review

The Architectural Committee shall review, approve, conditionally approve, or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of the considerations set forth in the CC&Rs. The Architectural Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

Final Approval by Architectural Committee

Decisions of the Architectural Committee and the reasons therefore shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval, within thirty (30) days after receipt by the Architectural Committee of all forms and/or materials required by the Architectural Committee.

Appeal

If the Architectural Committee conditionally approves or disapproves any Plans and Specifications submitted by an Owner pursuant to this Article, the party or parties making such submission may appeal in writing to the Board. The Board must receive the written request not more than thirty (30) days following the final decision of the Architectural Committee. Within forty-five (45) days following receipt of the written

request for appeal, the Board shall render its written decision. The failure of the Board to render a decision within the forty-five (45) day period shall be deemed a decision against the applicant. The decision of the Board shall be binding and final.

Enforcement

Failure to obtain the necessary approval from the Architectural Committee, or failure to complete the improvements in conformity with the plans and specifications approved by the Architectural Committee, may constitute a violation of the Governing Documents and may require modifications or removal of any work of improvement at the owner's expense.

Diligence in Construction

Upon final approval of plans and specifications of any proposed Improvement and obtaining all necessary building permits, the Owner shall promptly commence construction and diligently pursue the Improvements to completion in compliance with the construction schedule provided in its Submittal Package. An Owner must notify the Architectural Committee within seven (7) business days of becoming aware of any delays in the start or completion dates provided in its Submittal Package by delivering the Association Manager written notice. However, if any date(s) as originally approved by the Architectural Committee are delayed by more than thirty (30) days, such Owner may be required to submit a new Submittal Package reflecting its revised date projections. If a new Submittal Package is required by the Architectural Committee, such Owner may be responsible for fees and deposits in connection with such new Submittal Package.

Inspection of Work

The Architectural Committee or its duly authorized representative may enter into any Unit, from time to time, during the course of construction or installation of any Improvements for inspecting such construction and/or installation. If the Architectural Committee determines that such construction and/or installation is not being done in substantial compliance with the approved Plans and Specifications, it shall notify the owner of the subject Unit of such non-compliance. The Architectural Committee may not enter into a Unit without obtaining the prior permission of the Owner or occupant of such Unit; provided, however, that such permission shall not be unreasonably withheld and shall be given for entry by the Architectural Committee during the daylight hours within forty-eight (48) hours of the request for entry.

Notice of Completion

Upon the completion of any construction or reconstruction or the alteration or refinishing of any improvements, or upon the completion of any other work for which approved Plans and Specifications are required under this Article, the Owner shall give written notice of completion thereof to the Architectural Committee.

Within thirty (30) days thereafter the Architectural Committee, or its duly authorized representative, shall have the right to enter into Unit to inspect such Improvement to

determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved Plans and Specifications. If the Architectural Committee finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner in writing of such non-compliance within such thirty (30) day period, specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance.

If, upon the expiration of thirty (30) days from the date of such notification, the Owner shall have failed to remedy such non-compliance, the Architectural Committee shall notify the Board in Writing of such failure. After affording such Owner Notice and Hearing, the Board shall determine whether there is a non-compliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If non-compliance exists, the Board shall require the Owner to remedy or remove the same within a period of thirty (30) days from the date of the Board ruling. If the Owner does not comply with the Board ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board, at its option, may either remove the non-complying Improvement or remedy the non-compliance and the Owner shall reimburse the Association for all expenses incurred in connection therewith upon demand. If the Owner does not promptly repay such expenses to the Association, the Board shall levy an Enforcement Assessment against such Owner for reimbursement.

If for any reason the Architectural Committee fails to notify the Owner of any non-compliance within sixty (60) days after receipt of said notice of completion from the Owner, the Improvement shall be deemed to be in accordance with said approved Plans and Specifications.

Estoppel Certificate

Within thirty (30) days after written demand is delivered to the Architectural Committee by an Owner, and upon payment to the Association of a reasonable fee (as fixed from time to time by the Association), the Architectural Committee shall record an estoppel certificate, executed by any two (2) of its members, certifying (with respect to any Unit of said Owner) that as of the date thereof, either: (a) all Improvements made and other work completed by said Owner comply with this Declaration, or (b) such Improvements or work do not so comply, in which event the certificate shall also identify the non-complying Improvements or work and set forth with particularity the basis of such non-compliance. Any purchaser from the Owner, or from anyone deriving any interest in said Unit through him, shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Association and all Owners and such persons deriving any interest through them.

Variance

The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Declaration. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Committee. If such variances are granted, no violation of the covenants, conditions and restrictions contained in the CC&Rs shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to

the particular Unit and the particular provision hereof covered by the variance, nor shall it affect in anyway the Owner's obligation to comply with all governmental laws and regulations affecting its use of the Unit, including, but not limited to, zoning ordinances or other requirements imposed by the City or any other governmental authority.

Combining Units / Structural Alterations

The Association shall have the right to grant to an Owner who acquires fee title to two (2) or more adjacent Residential Units, an Exclusive Use Easement on and through any demising wall(s) or floors separating two (2) or more Residential Units and the right to alter, modify or remove such demising walls or floors subject to conformance with the requirements of the Architectural Committee, pursuant to the provisions of the Section of Article 9 entitled "Scope of Architectural Review".

Fire Monitoring System / Sprinkler System

If the unit's fire monitoring system is disconnected for any reason (shut-off of sprinkler system is included) you must post a 24-hour/day-fire watch. This must be a security employee of the building, and you must pay expenses (including overtime) when using the employee. Contact building management for current rates.

Inside and Outside Installations

1. No balcony, patio or deck covers, wiring, or installation of air conditioning, water softeners, or other machines shall be installed on the exterior of the Condominiums or within any other portion of the Condominium or be allowed to protrude through the walls or roofs of the buildings (with the exception of those items installed during the original construction of the Project), unless the prior written approvals have been obtained.
2. All authorized improvements installed or constructed by an Owner within the Project must be completed in accordance with applicable laws, including, but not limited to, the laws, building codes, regulations and ordinances of the City.
3. Except as permitted in the CC&Rs, no structural alterations to the interior of, or Common Area surrounding any Unit, shall be made and no plumbing, electrical or other work which would result in the penetration of the unfinished surfaces of the ceilings, walls or floors shall be performed by any Owner without the prior written consent of the Architectural Committee.

Interior Decorating

Each Owner shall have the right, at his or her sole cost and expense, to maintain, repair, paint, paper, panel, plant, tile and finish the interior of the ceilings, floors, window frames, trim and perimeter walls of the Unit, and the surfaces of the bearing walls and partitions located within the Unit subject to the Owner complying with any restrictions or limitations set forth in the Architectural Guidelines and, if such work will result in a penetration of the unfinished surfaces of the ceilings, walls or floors, obtaining the consent of the Architectural Committee.

Use of Exclusive Use Areas

1. Improvements including, without limitation, plants, fountains and other landscaping features within the Exclusive Use Patio Area, Exclusive Use Balcony Area and/or Exclusive Use Deck Areas shall be subject to the Project Handbook and the Architectural Guidelines and any Improvements within such areas shall require the approval of the Architectural Committee.
2. Unless installed by Declarant, no vegetation shall be permitted to extend beyond the railings, fences, walls and/or other boundaries of the Exclusive Use Balcony Area, Exclusive Use Patio Area or Exclusive Use Deck Area, except as approved by the Architectural Committee. No object of any kind shall be attached to the patio or balcony railings.
3. No Owner shall change or alter the surface of any Exclusive Use Patio Area, Exclusive Use Deck Area or Exclusive Use Balcony Area without the consent of the Architectural Committee.
4. No common or chase walls may be penetrated or breached.

Window Coverings

1. To enhance the appearance of the building, curtains, drapes, shutters, blinds, and other window materials subject to view from the exterior shall be restricted as to the type and color of the side exposed to the exterior. Only window coverings and materials, which have a white or off-white color are allowed and approved. Be aware! Sprinkler pipes may be located behind the metal above your windows.
2. Aluminum foils or other reflective materials, bed sheets, papers, and the like may not be applied to windows, at any time.
3. No exterior screens are permitted except for sliding glass doors with approved screen doors subject to the approval of the Architectural Committee.
4. The unit owner is responsible for the care and maintenance of these window coverings. Drapes, curtains, shutters, blinds and other window materials must be kept in good condition. The Association can require the unit owner to replace shabby and torn materials exposed to the exterior.
5. Window coverings shall be subject to the approval of the Architectural Committee.
6. Window tinting is not allowed.

Floor Coverings

1. All floor areas in the unit shall be covered with materials designed and installed for the purpose of minimizing noise transmission.

2. Any Owner who intends to install or alter hard flooring materials shall submit to the Architectural Committee, for its prior approval, specifications (including sound attenuation ratings) for all such hard surface flooring materials prior to installation.
3. Failure to insure that flooring material and installation procedures adhere to the requirements may require removal at the Owner's expense.
4. Flooring alterations must be submitted with the "Floor Modifications, Acoustical Requirements" Form found in the Architectural Packet available from management.

Signage – Residential

No signs or other advertising device whatsoever, including without limitation, commercial, political and similar signs, shall be erected or maintained within the Project except:

1. Such signs as may be required by legal proceedings
2. Residential identification signs, subject to the approval of the Architectural Committee as to suitability

Exterior Lighting

Any exterior electrical, gas or other artificial lighting installed on any Unit shall be positioned, screened, or otherwise directed or situated and of such controlled focus and intensity so as not to unreasonably disturb the residents of any other Unit(s). The Board or Architectural Committee may promulgate further rules regarding exterior lighting.

Drainage

1. There shall be no interference with the established drainage pattern over the Property, unless an adequate alternative provision is made for proper drainage with the prior written approval of the Architectural Committee. For the purpose hereof, "established" drainage in any Phase is defined as the drainage that exists at the time of the first close of escrow for the sale of a Condominium in such Phase, or that, which is shown on any plans approved by the Architectural Committee.
2. Except for the periodic cleaning of the drains by the Association each Owner shall have the duty and obligation to maintain the drainage situated within any Exclusive Use Patio Area, Exclusive Use Balcony Area and/or Exclusive Use Deck Area free of debris and any other material which may impede the flow of water. If such Owner fails to maintain such drainage and, as a result, imminent danger to person or property may result to the other Owners, then the Association shall have the right of access onto such area for the purpose of clearing debris and other material so as to not impede the flow of water.

Vibrations

No Owner shall attach to the walls or ceilings of any Residential Unit any fixtures or equipment which will cause vibrations or noise or unreasonable annoyance to the Owners of the other Residential Units or to the Common Area.

Hot Tubs

Hot tubs are prohibited.

Balconies and Window Ledges

1. Sunshades, awnings or screens may not be used on the residence exterior windows or over balconies of residence patios. Rugs, towels, mops, or clothing shall not be draped over balcony. No permanent rug or carpeting is allowed to be placed on, or attached to these balcony areas.
2. The care and maintenance of the balcony decking area and balcony railings is the responsibility of each individual owner. Care must be taken to prevent irrigation, cleaning water detergents from running or drippings over the edges of the balcony area onto the balconies below. Make sure potted plants have appropriate catch basins underneath them. Do not hose off balconies or rinse with buckets.
3. Children and persons in need of supervision must be monitored while on these balcony areas and must not be allowed to climb or stand on the railings.
4. To keep uniformity, the Architectural Request Form must be completed and approved prior to installation of any window covering products.
5. The balconies and patios of the Units shall be used as an outdoor living area, containing patio furniture, potted plants and other similar outdoor furnishings, which comply with the standards governing the appearance of such items (including without limitations, size, materials, color and fabric). The balconies and patios shall not be used for storage of any type, include without limitation, boxes, tools, exercise and sports equipment, bicycles, cleaning utensils and supplies or other household items. The balconies and patios shall be maintained in clean, neat and sanitary conditions at all times and nothing shall be placed on the balconies so as to render them unsightly or offensive to the other Owners or to any other property in the vicinity of the Project or its occupants.
6. The pre-approved design standards for balcony surface coverings are tile and paving stones. Any modifications require pre-approval by the Architectural Committee.

Damage or Destruction to a Residential Unit

If there is damage to any Residential Unit, the Owner thereof shall, at their own cost and expense, perform interior repair and restoration which shall be completed as promptly as practical and in a lawful and workmanlike manner. To the extent required under Article 9 and the Architectural Guidelines, work must be performed in accordance with plans approved by the Architectural Committee.

Contractor / Subcontractor Guidelines

1. Any damage caused by Contractor/Sub-contractors to common areas or adjacent units by the improvement is the resident's responsibility. Any damage must be reported immediately to the Association office along with a schedule of repairs. If the damage is not repaired in a timely manner the Association will make the repairs and charge the owner. The owner will be held liable for the actions of his/her contractors and/or workmen.
2. All floor areas are to be protected with carpet runners or similar protection from the elevator to the unit. The protective coverings must be removed and the floor cleaned by 5:00 PM each day. If this is not done, the owner is subject to a \$100.00 fine per violation, plus the cost of cleaning.
3. Contractors must carry all trash and debris off-site on a daily basis. The trash rooms on each floor may not be used for disposing of debris. There will be a \$100.00 fine per violation. There is a possibility that you can make arrangements for an extra trash bin. Please contact the Concierge desk for further details.
4. Working hours are limited to Monday through Friday, 8:00 AM to 5:00 PM. There will be a \$100.00 fine if work continues past 5:00 p.m. No work is allowed on Saturday or Sunday or on the following holidays: Christmas Day, New Year's Day, Labor Day, Memorial Day, Thanksgiving, 4th of July, Passover, Rosh Hashanah, Yom Kippur, Easter or Chanukah.
5. As long as the Board of Directors permits, contractors and vendors are allowed to use available guest parking on a first come, first serve basis during the hours of 8 AM – 5 PM, Monday through Friday only.
6. Owners agree to hold Pinnacle Marina Tower Association harmless against liability for; (a) injury to, death of, or damage to property of third persons to the extent caused by the owner, General Contractor, Designer or any of their agents or employees, and (b) mechanics liens on the common area arising out of or resulting from the work.
7. Workers are not allowed to bring their family members, friends, or their pets on site and will be denied entry if they are not in compliance. Workers are also prohibited from creating nuisance noise unrelated to the construction work. Workers are also prohibited from eating meals or taking breaks on the grounds in the common areas. (\$100.00 per violation).
8. The owner may select any general contractor he or she chooses or act as the general contractor himself or herself and hire sub-contractors. All contractors must be licensed in the State of California and must have proof of Workman's Compensation Insurance, \$1 million dollar General Liability and Property Damage Insurance, Certificates of Insurance. *Certificates of Insurance, building permits, and contractor's license must be presented at the Facility Director's office and no work will be allowed until all are submitted.* The Association needs to be named as an additional insured on these Certificates of Insurance.

9. The Association has the right to stop any work that is in violation of these regulations, creating a fire or safety hazard or interfering with activities in common areas.
10. Contractors must use their own equipment. No equipment or tools, which are the property of Pinnacle Marina Tower, are to be used at any time.
11. The front door of the unit must be kept closed during construction in order to contain dust, dirt, noise, paint fumes, etc. Failure to keep the door closed will result in a \$100.00 fine per occurrence. Arrangement with the General Manager needs to be made in order to cover and protect smoke detectors located in the common area corridors adjacent to the unit.
12. All contractors must wear shoes, shirt and pants or shorts on the property at all times.
13. All contractors must check-in with the Concierge Attendant upon arriving and leaving.
14. There is no availability for exclusive use of the elevator.
15. No contractor may use the power from the hallways or any other common areas.
16. Contractors such as Plumbers, HVAC, or anyone who will be required to work with an open flame must have a fully charged fire extinguisher in the work area. A local fire detail officer must supervise welders.

Revised 04.01.10 in accordance with Civil Code 1357.130

Things to Remember/ Personal Notes:
