

# **RESIDENTIAL GUIDELINES**



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## INTRODUCTION

The Residential Guidelines established for the Solair Wilshire Homeowners Association are intended to foster an environment of neighborliness, consideration and cooperation. These Residential Guidelines constitute Association Rules contemplated by the Declaration. All Owners, residents and their guests are required to follow these Guidelines as a means of acting on behalf of the greater good of the community and its well-being. The Board has adopted these Guidelines, in addition to the provisions of the Declaration and the Bylaws.

As a point of clarification, all references below to Common Areas and Association property include, but are not limited to, elevators, lobby, the pool/spa area, Fitness Room, Skydeck, barbeque area, community landscaped areas and the parking garage.

## ACTIVITIES WITHIN THE COMMON AREAS

It cannot be stressed enough that all Owners and their tenants be thoughtful and considerate of their neighbors. General rules of good conduct should be observed at all times. The following are general guidelines you, your tenants and guests must observe at Solair Wilshire.

1. Safety and Noise. Please use common sense and courtesy in regard to voice levels, unnecessary noises, and boisterous conduct. This includes, but is not limited to, televisions, radios and/or other sound emitting devices. Keep the volume at a reasonable level at all times so other residents are not disturbed. **AFTER 10 P.M., THE VOLUME MUST BE SIGNIFICANTLY REDUCED TO KEEP FROM DISTURBING OTHER RESIDENTS.**
2. Damage Caused by Owner. Please take due care when using the Common Area and Association Property. Owners may be liable to the Association for costs of repairs and/or replacement for any damage to the building, recreational facilities, equipment, or any other Common Area and Association Property, caused by such Owners, their residents, tenants/lessees, guests, employees or contractors. No Owner may store or place anything in the Common Property.
3. No Obstruction. Obstruction of the corridors, lobbies, or entranceways throughout the property is not permitted. The Association will not be responsible for any damage to, or loss of, any personal property left in any Common Property.
4. Waste. To ensure the attractive appearance of the community, all trash or waste must be deposited only in the chutes or receptacles maintained in the Common Property and in the parking garage.
5. Antennas and Signs. Owners shall only have the right to install antennae and signs in accordance with the provisions of the Declaration, Architectural Guidelines, and Satellite Dish and Antenna Policy (attached). For purposes of the sale of a Condominium within the building, signs indicating an Open House are strictly prohibited in the Common Property.
6. Association Property. Each Owner benefits from the equipment and furnishings located in the Common Property. These items belong to the Association and therefore are considered Association property. Owners may not borrow or remove any equipment or property belonging to the Association.
7. Solicitation. Owners shall not distribute or cause to be distributed any advertising, pamphlet, free newspaper or any other printed matter on or in any portion of the Project or resident cars. This includes door-to-door solicitation, electioneering, et cetera.

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\* Section 2.2(e) of the Declaration provides the Board with the power to adopt, amend and repeal these Residential Guidelines as it deems reasonable. Section 15.5 of the Declaration provides the Association with the right to enforce these Rules and Regulations. In the event of any conflict between these Guidelines and the Declaration or Bylaws, the provisions of the Declaration or Bylaws (whichever applies) shall prevail.



8. Skateboards. Riding skateboards, scooters, bicycles, roller blades or other recreational wheeled vehicles is not allowed in any interior or exterior portion of the Project, including the parking garage.
9. Smoking. Smoking is not allowed in any part of the Common Property, including the pool and spa area, the business center, fitness room, lounge and barbeque area, the Function Room, building corridors and elevators, and lobby. Nothing in these guidelines shall be construed to prohibit smoking within an owner's Exclusive Use Area, such as the Terrace, unless otherwise prohibited by law or deemed to be a nuisance as prohibited in the Declaration.
10. Emergencies. Should an emergency situation occur, the building personnel and all other types of emergency personnel shall have authorization to enter your Unit and/or Storage Space to effect immediate cure, in some cases by forcible entry. Any person entering upon a Unit to effect such cure shall be subject to no liability to the Owner or Occupant and no trespass or other wrongful act shall be deemed to have been committed by reason of such entry or curing.
11. Outside Drying or Laundering. Exterior clotheslines shall not be erected or maintained or hung on balconies or railings within the Community. Exterior drying or laundering of clothes, towels or any other items on any Exclusive Use Areas or Common Property is also not permitted.

## ACCESS PROCEDURES

Solair Wilshire is equipped with controlled access doors and locking mechanisms, fire monitoring and fire-life systems and related building improvements. A key FOB system allows Owners to access certain portions of the Common Property, including gates and recreation facilities (pool, Fitness Room, Resident Club, Business Center). Even with this technology, however, no building has completely secured facilities and no warranty is made or implied as to safety. It takes the vigilant observation and prompt action of the Owners in order to prevent accidents, unauthorized access and failure of these systems. Please report any observed condition and violations promptly to Management or the lobby attendant.

All Owners and their guests and tenants are responsible for ensuring that all entry/exit gates and doors to the community and storage areas are closed and in a secure, locked position at all times. Forcing gates apart is prohibited. Contractors or any other persons are not allowed to keep gates propped open even for very short periods of time.

An access device shall control vehicular access to the parking garage. All Owners, will be assigned and issued a remote control access device at the time of move-in by the Association. There is a charge (as set forth on the current Fee Schedule which is available from Management) for the replacement of each remote control that is lost.

The Association, the Board, and Management do not and will not assume any risk for injury, loss or damage of any kind, directly or indirectly resulting from, or connected with, an Owner's choice to issue keys or remote control devices to cleaning personnel, employees, visitors, etc.

Owners and occupants of a Condominium, and their respective guests and invitees, are responsible for their own personal safety and the security of their property within the Project. Neither the Association, Developer, nor Declarant shall in any way be considered an insurer or guarantor of safety or security within the Project, nor shall such parties be held liable for any such loss or damage. No representation or warranty is made that any systems or measures, including any mechanism, gate, or other system for limiting access to the Project, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended.

## ONSITE PERSONNEL

There shall be a twenty-four (24) hour lobby attendant, an on-site General Manager, and an on-site Engineer five (5) days a week to help facilitate the day-to-day operations of the community and on-site patrols.

## CONDUCT AFFECTING INSURANCE

Owners shall not do or keep anything in any Unit, Exclusive Use Area, the Common Property or the Project that will increase the rate of insurance without the approval of the Association, or could result in the cancellation or suspension of insurance or which would be in violation of any law.



An Owner who is responsible for an increase in the rate of insurance on the Common Area shall be personally liable for the cost of the additional insurance premiums.

Please refer to Article IX of the Declaration for information regarding Association and Owner insurance requirements. If you have further questions, please contact Management or your insurance agent.

## CONDOMINIUM UNITS

1. Residential Use. No Condominium shall be occupied and used except for residential purposes by the Owners, their tenants, and social guests, and no trade or business shall be conducted. Refer to Section 8.1 and 8.5 of the Declaration for more information regarding the types of uses that are considered to be residential.

2. Terraces. Terraces are to be used as outdoor living areas containing patio furniture and other similar outdoor furnishings, equipped with protective leg caps or other devices to prevent damage to the floors. Terraces are subject to certain restrictions, including but not limited to, Section 8.20 of the Declaration and the following additional restrictions:

- (a) Owners shall not change or alter the surface of any Terrace.
- (b) The installation of any tiles or flooring material on the Terraces is strictly forbidden as it will alter drainage patterns. Carpet, artificial turf or other material that can trap water next to the surface of the Terrace, is also prohibited. Owners shall use all due care to prevent puncture of the water-proofing material on the Terraces.
- (c) Existing drainage patterns on Terraces must be maintained and all drainage systems must be kept free of debris and free flowing. Changing the drainage pattern may cause damage to the community's buildings and structures.
- (d) Potted plants must have a tray placed underneath the pot to prevent water spillage onto the Terrace. Such trays, and any other device designed to hold water, must be raised above the surface of the Terrace in order to allow sufficient air flow beneath such tray or device. When watering such plants, it must not be in a manner that causes water to encroach on Terraces appurtenant to other Units.
- (e) Potted plants shall not be placed in a position on any Terrace which will block any drains or obstruct drainage patterns.
- (f) No hanging screens, linens, blankets, rugs, towels, swimsuits, banners, wind chimes, plants or other objects may be hung from a Terrace or railing.
- (g) Owners shall not use any Terrace for storage purposes, including, without limitation, the storage of bicycles, surfboards, and furniture not complying with the Architectural Guidelines.
- (h) Owners shall use due care when cleaning their Terraces. Terrace surfaces shall be mopped or cleaned in such a manner as to not cause any water to extend beyond the boundaries of the Terrace.
- (i) No improvements shall be nailed, bolted, or otherwise attached to the floor, walls, or any portion of a Terrace.
- (j) Any furniture, furnishings, plants and other materials kept or stored on any Terrace shall be of a neutral color that is harmonious with the color scheme of the exterior walls of the building and shall not extend beyond the height of the Terrace railing.
- (k) No vegetation shall extend beyond the railings, fences, walls and/or boundaries of a Terrace.
- (l) Only portable propane barbecue grills are permitted to be used on Terraces. Gas and charcoal barbecue grills are not permitted to be used on Terraces.
- (m) No outdoor speakers may be installed on a Terrace.
- (n) No additional outdoor lighting may be installed on a Terrace.

- (o) Enclosing any Terrace with netting or shades is prohibited.
  - (p) No antennae or satellite dish may be installed on a Terrace unless on a freestanding tripod.
  - (q) No pets shall be left unattended on Terraces.
3. Alarms. Any alarm installed or connected in a Unit shall be the type of alarm which is monitored by a certified alarm company. Residents may not pierce the Common Area or any wall, ceiling or floor (separating one unit from another or the Common Area) without the prior written approval of the Architectural Review Committee.
4. Speakers. To help ensure everyone's quiet enjoyment of their residence, wall and ceiling mounted music, television or surround sound systems, including, but not limited to, wall mounted speakers or other audiovisual devices are not permitted to be supported by or come into contact with demising walls. Speakers of any sort shall not be placed directly upon the floor. All speakers must be elevated from the floor by a proper acoustic platform, such as a speaker stand.
5. Window Cleaning. Except for windows on a Terrace, the Association will provide window cleaning services for the exterior window surfaces that cannot be reached by Owners of a Unit. Each Owner of a Unit must cooperate with the Association to provide access for such window cleaning. The Association will provide reasonable advance notice to Owners of scheduled window cleaning dates.
6. Waterbeds. Waterbeds shall not be permitted in any Unit. Each Owner acknowledges that substantial damage to other Units and/or Common Property may occur as a result of a violation of this restriction and that the Owner causing such damage would be responsible for all damage.
7. Aquariums. Aquariums holding more than 30 gallons of water shall not be permitted in any Unit. Each Owner acknowledges that substantial damage to other Units and/or Common Area may occur from a leaking or broken aquarium and that the Owner causing such damage would be responsible for all damage.
8. Furniture Pads. Pianos shall have at least half-inch neoprene pads under the supports to minimize vibration transmission into the structure. All other furniture shall contain rubber castors and felt pads.
9. Vibrations and Noise. Owners shall not attach to the walls or ceilings of any Unit any fixtures or equipment which will cause vibrations or noise or unreasonable annoyance or damage to the Owners of the other Units or to the Common Property.
10. Storage. Owners of Units who have been assigned Exclusive Use of a Storage Space, located within the Second Floor or parking garage, shall use the Storage Space for the storage of seldom-used household and personal items. The spaces are not adequate for permanent storage of excess furniture or other large items. The Association is not responsible for any loss or damage to items placed in the personal storage space. Storage in these Storage Space is strictly at resident's sole risk.
- (a) Gas-powered machines, firearms, fuel tanks, explosives and/or flammable and hazardous material are prohibited inside the Storage Space.
  - (b) Items of personal property may not be stored in the parking garage unless in the personal Storage Space.
  - (c) The Association and/or Management shall have the right to enter the Storage Space for the purpose of addressing an emergency.
  - (d) The storage areas are not climate controlled and, therefore, damage to items stored in these areas may result. Such damage may include harm caused by excessive heat, cold, moisture and lack of ventilation, and Association shall not be responsible for such damage.
  - (e) The right to use a Storage Space may be exchanged or leased to other Owners in the community. Any exchange or lease cannot create the right to use Storage Space by a non-resident. You must submit proof of Ownership and a Lease/Exchange of Parking or Storage Space to Management prior to transferring your Storage Space to another resident. The Lease/Exchange of a Parking Space or Storage Space form can be found in the "Forms" section of this Residential Handbook, and a copy can be obtained from Management.



- (f) An Owner shall not modify the structure of the Storage Space.

## ANIMALS

1. All Owners must comply with City and County laws and regulations with regard to control and health of pets. All dogs and cats shall have a current license and identification tag. Loose, unattended dogs, cats or other animals without a license or identification tag may be reported to the local Animal Control for pickup.
2. Owners and guests shall not be allowed to bring animals onto the Common Property at any time except for permitted areas as assigned by the Board.
3. Each Unit may have a maximum of two (2) dogs or two (2) cats or a combination thereof but not to exceed a maximum of two (2). Fish in aquariums holding no more than thirty (30) gallons of water, birds inside birdcages, and domestic reptiles and rodents kept within appropriate enclosures may also be kept as household pets, so long as they do not result in unreasonable annoyance and are not obnoxious to other residents. No livestock or poultry shall be kept, maintained or bred in any condominium or elsewhere within the community.
4. Pets must be kept in a container or on a leash (not more than four feet (4') in length) held by a person capable of controlling the animal in any Common Area at all times. Pets must be under the Owner's control when outside living enclosures.
5. Fecal waste deposits made by pets on any Common Area, including landscaped areas, must be promptly cleaned up by the owner of the pet. Waste must be put in a tightly sealed plastic bag before being disposed of. Any damage caused by a pet shall be repaired/replaced at the pet owner's expense.
6. No animal shall be bathed, at any time, within any Common Area or Terrace.
7. Pets are not allowed on the pool deck or any common recreational areas. Dogs shall not be tied to trees or any exterior building structure or any other part of the Common Property.
8. Pets must not be left outside unattended on Terraces. Pets must be kept within the Condominium when the Owner is away or cannot attend to them. Barking dogs on Terraces or inside a Unit, or any other excessively noisy animal that disturbs the quiet enjoyment of any other Owner will not be tolerated. Pets shall not be allowed to defecate or urinate on Terraces.
9. Each person bringing or keeping a pet in the community shall be liable to other Owners and their guests for any damage to persons or property caused by any pet brought upon or kept within the community by such person or by members of his/her family or guests.
10. If, after Notice and a Hearing, the Board finds that a pet is dangerous or creates a nuisance, the Board may require the pet to be removed from the community within seven (7) days.
11. Structures for the housing or confinement of any bird or other animal must not be visible from neighboring units or the Common Property.
12. Human-assistance animals, such as seeing-eye dogs, are exempt from rules that interfere with their duties. Notice of any exemption claimed by a resident shall be sent in writing to the Board in a timely manner.
13. No animals may be kept, bred or raised within the community for commercial purposes.
14. No potbellied pigs, snakes, pit bulldogs, Rottweilers, Dobermans, Canary Mastiffs, or any other dog breed known as a "fighting breed" or mix thereof, or any other animals determined in the Board's sole discretion to be dangerous or a nuisance may be brought onto or kept on the Project at any time.
15. Owners must submit a Pet Registration Form (attached) to Management prior to keeping a pet in their Unit. Dogs weighing over thirty (30) pounds must be approved by the Board, and must be trained.

## ELEVATOR USE

Please do not adjust the elevator stop switches. The elevators have been electronically programmed to provide the most efficient service under normal conditions. Holding open elevator doors, pressing order buttons and corridor buttons unnecessarily will cause the service to be less efficient.

If the elevator stops for no apparent reason and stalls, **PLEASE REMAIN CALM!** Use the phone provided in the elevator to notify the elevator monitoring company. Emergency personnel will come as soon as possible to let you out.

## FIRE SAFETY DEVICES

1. Smoke Detectors. Each Owner must maintain the smoke detectors, alarms and horns installed in his or her Unit. As part of this maintenance, Owners must replace all smoke detector batteries regularly.

2. Fire Sprinklers. Each Owner must take care not to harm, damage or unnecessarily activate the fire sprinklers installed in his or her Unit. The fire sprinklers are heat activated and permitting high heat, steam or burning in the vicinity of a fire sprinkler may cause it to activate, potentially causing extensive damage to your Unit, your personal property, the Common Property, and the residences adjacent to and below yours. Except for periodic dusting, you should never touch or allow anything else to touch the fire sprinklers. In particular, you are not allowed to have any item hanging from the fire sprinklers, including without limitation, plants, laundry, posters or other objects. You should also not tie string, floss, wire or any other material on, around or across any portion of a fire sprinkler. Nothing should be stored within eighteen (18) inches of a sprinkler head.

3. Fire Alarm System. Owners and their guests are prohibited from tampering with the fire alarm system which includes: smoke detectors (except for battery replacement), heat detectors, flow switches, and tamper switches, etc. Disconnecting the horn in any Unit to the fire alarm system is against the law and will affect the operation of the horns in the other Residences in the community. If you notice anything irregular about the fire alarm system in the community, you should notify Management immediately.

## GARAGE AND PARKING GUIDELINES

1. Vehicle Parking Spaces Only. All parking spaces are to be used for parking vehicles only, and cannot be used for storage, living, recreational or business purposes. No parking is allowed within the community which obstructs free traffic flow, constitutes a nuisance or otherwise creates a safety hazard.

2. Vehicle Size. Your vehicle must fit completely within your parking space and not restrict your neighbor's ability to park in his or her parking space. Oversized vehicles such as limousines and extra large vehicles may not fit in your parking space and, therefore, it may be necessary to find parking outside the community. The parking garage in the Project has limited overhead clearance and may not accommodate all vehicles. The underground parking level has a maximum clearance of eight feet two inches (8'2"). Parking levels 3 through 6 have a maximum clearance of six feet eight inches (6'8"). It is the Owner's responsibility to determine whether the height of his or her vehicle is adequate and appropriate to park in the parking garage, and the Owner is responsible for any damage to the parking garage caused by attempting to park on oversized vehicle therein

3. Opening Doors. Please take care when opening your car doors so you do not dent or chip the paint off your neighbor's car.

4. Speed and Lights. All drivers must maintain safe and proper speeds and observe a maximum speed of 5 miles per hour while driving in the garage and parking areas. It is recommended that your headlights be turned on while driving in the parking garage.

5. Noise. No excessive noise from vehicles or revving up of engines is permitted. Vehicles which are of sufficient volume when driven to set off car alarms in the garage may not be parked in the parking garage.

6. Oil Leaks. Excessive oil leaks and stains caused by a user's vehicle may be subject to fines and/or the cost of clean up and repairs, after notice and hearing. Please use and monitor the condition of oil catching and absorbing materials underneath your vehicle to prevent excessive staining. Preventative maintenance of your vehicle will help to alleviate this issue.



7. No Vehicle Maintenance. No working on vehicles is permitted anywhere in the parking garage. This includes, but is not limited to, washing, changing oil, light maintenance, etc.

8. Prohibited Vehicles. Recreational vehicles, retail-type vehicles, buses, vans designed to accommodate ten (10) or more passengers, vehicles with more than two (2) axles, inoperable vehicles or parts of vehicles, aircraft, boats, jet skis, trailers, campers or unregistered vehicles, etc. or any vehicle or vehicular equipment deemed a nuisance by the Board are not permitted in the garage (unless authorized by the Board for parking in an enclosed parking space).

9. No Bicycles, Et cetera. No bicycling, skateboarding, roller skating, roller blading or playing in any parking space or in the parking garage is allowed.

10. Towing. Any vehicles parked in stalls assigned to other residents, on the garage apron (the concrete entry to the garage), or in any manner that obstructs free traffic flow, constitutes a nuisance or creates a safety hazard may be towed away at the vehicle owner's expense. The Owner to whom the parking space is assigned should contact the Association's preferred towing vendor as designated by Management.

11. Car Alarms. After reasonable attempts to contact the vehicle owners, should a car alarm continue to go off, Management or the Association may, at the Owner's expense, hire a locksmith and take whatever action is necessary to stop the noise. Vehicle alarms that do not automatically go off after an interval are not allowed.

12. Disabled Parking Space. Certain parking spaces in the parking garage will be designated for use by disabled persons ("Disabled Parking Spaces"). An Owner with a disability may request assignment of a Disabled Parking Space by completing the Association's Request for Disabled Parking Space Form (attached) and providing a copy of a placard or other documentation issued by the California Department of Motor Vehicles to the Board. Such Disabled Parking Spaces will be assigned by the Association to disabled Owners on a "first-come first-served" basis. Disabled persons using a Disabled Parking Space must display a distinguishing license plate or placard issued by the California Department of Motor Vehicles.

If an Owner is assigned a Disabled Parking Space, such assignment shall be in lieu of one of the parking spaces to which the Owner would otherwise be entitled.

13. Parking Garage. The parking garage is for use by Owners and their guests. Each Unit has been assigned a Parking Space(s) in the parking garage. Each Owner must submit a Vehicle Registration Form (attached) prior to Move-in and anytime a vehicle has been changed.

14. Visitor Parking. Guests of Residents are permitted to park in designated visitor parking. Visitor parking will be utilized by guests of Owners of the Solair Wilshire community.

Visitor Parking is limited and there may not be adequate parking to serve all guests of the Solair Wilshire community. Overnight guest parking will be permitted only to accommodate overnight guests or visitors and as authorized by the Association. No guest, including overnight guests, may park a vehicle in the visitor parking space for more than 24 consecutive hours. The Association and/or the Board reserve the right to charge a fee for visitor parking. Residents shall not use any of the visitor parking stalls for their own automobiles. Contractors performing work on the Project are permitted to park their vehicles in the visitor parking stalls, until their work is complete but not more than 24 consecutive hours.

15. Vehicle Decals. Vehicle Decals may be issued to all Residents. If this is the case, vehicle decals should be returned to Management upon the sale of Unit. Owners should transfer their decals to newly purchased vehicles.

**Any unauthorized and/or unregistered vehicles, in accordance with the Residential Handbook, Page 12, will, upon detection, receive an unauthorized parking label, and if unauthorized or unmoved by 1159 PM, the vehicle will be towed. In accordance with Vehicle and Safety Code, every reasonable effort will be made by Management to identify and contact vehicle owners before towing, and for Exclusive Use Common Area (Unit Parking Spaces) the Resident must be present.**





## LOADING DOCK

Residents may use the loading dock only during daylight hours. The Association shall make the loading dock available for usage to allow move-ins and move-outs to occur as expeditiously as possible. No vehicle shall be parked in the loading dock area for unreasonable periods of time and no vehicle shall be parked in a manner that obstructs the free flow of traffic.

## OFFENSIVE CONDUCT & NUISANCES

1. No Dumping. No person shall discharge into the community's sewer system, storm drain any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety, 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 business elsewhere on the community. The disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines. You may be responsible for any activities by your contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from your Unit into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals must meet all federal, state, and City requirements and requirements of any other governmental agencies having jurisdiction over the Project. You are encouraged to consult with the City, and other governmental authorities, concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

2. Audio Volumes. The volume of radio, stereo sets, televisions and musical instruments shall be held at a reasonable level at all times so other residents are not disturbed. After 10:00 p.m., the volume must be significantly reduced so as not to disturb other residents.

3. Speakers. Speakers and floor supported musical instruments (i.e. pianos and organs) must be properly isolated (as provided in these Rules and the Architectural Guidelines) from direct contact to floors and walls in order to minimize vibrations.

4. Odorous Matters. No odorous matters shall be emitted upon or about the community in such quantity as to be readily detectable outside the physical boundaries of the space within which such odor was generated. Front doors shall remain closed except for when accessing a Unit in order to control cooking, smoking and other odors.

5. Air Pollution. No air pollutants or contaminants sufficient to create a nuisance shall be discharged, and no processes which by their nature are likely to cause air pollution shall be undertaken or permitted unless there is available an adequate, economically feasible method of controlling the omission or contaminates, and such control are applied by the Board.

5. Conduct. The Association reserves the right to have persons removed from Association Common Property or Project not fully in compliance with any provisions of the policies, rules, regulations or restrictions of the facilities.

## HOLIDAY DECORATIONS

1. Acceptable Timeframe. The acceptable timeframe for winter holiday decorations is from the day after Thanksgiving until January 10th. All other decorations must be displayed no more than seven (7) days prior to the day of the holiday, and must be removed within seven (7) days after the holiday.

2. Location. Holiday decorations must only be displayed from inside the Unit. No Owner may place holiday decorations in the Common Property or Project, (including Terraces) or on the front door of any Unit. Owners may not damage or puncture the Common Property or any other portion of the Building in the process of displaying decorations.

3. Lights. Outdoor holiday lighting is not permitted.

## RENTAL OF CONDOMINIUMS

1. Rental. An Owner shall be entitled to rent the Owner's Condominium (but not a portion thereof) for a term of not less than six (6) months. The Owner shall be responsible for all actions of the lessee/tenant.



2. Management Notification. Within seven (7) days after executing a lease agreement for the lease of a Unit, the Unit Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Unit. The Owner must also complete and return a Condominium Rental Form (attached).
3. Written Lease or Rental Agreement. Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Governing Documents and shall provide that any failure to comply with any provision of the Declaration or the Governing Documents shall be a default under the terms of the lease agreement. A copy of any lease agreement shall be provided to the Association.
4. Compliance with Governing Documents. A copy of the Governing Documents and this Residential Handbook shall be provided by the Owner to each tenant or lessee. The leasing Owner shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of the Declaration and Residential Handbook pursuant to the occupancy and use of the Condominium.
5. Association Amenities. If an Owner leases his/her Condominium, then the Owner's right to use the recreational facilities and other Common Area amenities in the Association Property transfers to the lessee or tenant and the Owner shall not be permitted to use such facilities.
6. Timesharing. No Unit may be divided or conveyed on a time increment basis of measurable chronological time periods. There shall not be any agreement, plan, program or arrangement under which the right to use, or occupy or possess the Condominium which rotates among various persons, either corporate partnership, individual or otherwise, on a periodically recurring basis for monetary or like-kind use privileges, according to a fixed or floating interval or period of time sixty (60) consecutive calendar days or less.
7. Assessments and Voting Rights. 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.

## **SIGNS**

Owners displaying signs within the community are subject to the parameters set forth in the Declaration and the Architectural Guidelines.

## **TRASH DISPOSAL**

Units have access to a trash chute for the disposal of garbage and trash. All refuse deposited into the trash chutes must be securely bagged and sealed and must not obstruct the trash chute. Open containers such as paper sacks, boxes, unsecured plastic bags, and/or reusable garbage cans are also prohibited. Compacted trash may not be placed in any trash chute as the velocity and weight of such trash may damage trash equipment. Volatile or flammable materials may not be placed in the trash chutes or dumpsters.

When depositing trash in the chute, please make certain that all hands and fingers are away from the door before closing. Do not put your head, arms, hands, etc. in the chutes as other residents above your floor may be depositing trash. In the event of damage to bags in the disposal process, Owners are responsible for cleaning up trash spilled in Common Areas and disposing of it in the proper receptacles. Unit Owners will be assessed for any cleanup services provided by the Association, after notice and hearing.

Owners are responsible for damage caused by spills or leaks from trash Owners carry to the trash rooms.

Oversized items should not be left outside the trash dumpster areas. It is the Owner's sole responsibility to remove these items from the premises and dispose of them at their discretion.

Owners must receive prior permission before their contractors dump any construction materials in the Association's dumpsters, and the Owners may be charged a fee for such use, if permitted.



## WATER DAMAGE

Owners leaving their Units for extended periods must turn off the water supply to avoid damage that could be caused by leaks in their absence. You are encouraged to make arrangements for someone to check on your Unit if you will be absent for an extended period.

Washing machines must be placed upon a pan to capture water in the event of a leak. Washing machines must be equipped with high pressure hoses of a quality commercial grade of braided stainless steel.

Owners are generally responsible for water damage originating from inside their Unit. This includes, without limitation, shower leaks, overflowing sinks, bathtubs and toilets, broken or leaning angle-stops, broken or leaking drain lines and air conditioners.

## SWIMMING POOL & SPA

(a) Pool and Spa hours are Sunday to Thursday, 5 a.m. to 10 p.m., and Friday to Saturday, 5 a.m. to 11 p.m. We ask that you please be considerate of your neighbors while using the pool and spa.

(b) NO LIFEGUARD IS ON DUTY! Lifeguard or supervisory service is not provided. Even if a monitor is present, anyone using the recreational facilities shall do so at their own risk, responsibility and liability.

(c) Recreational facilities are reserved for full-time residents of the community and their guests. The Association has the discretion to require that guests complete a waiver of liability form, a copy of which is attached to this Handbook. Owners who have rented or leased their property are not entitled to use the recreational facilities. Residents must accompany their guests at all times when using the recreational facilities.

(d) Anyone not abiding by these Guidelines or any posted rules may be asked to leave the pool or spa areas.

(e) Elderly persons, pregnant women, infants, and those with health conditions requiring medical care should consult with a physician before entering the spa. For safety reasons, children under the age of 14 years are not allowed in the pool or spa area unless accompanied by an adult 18 years of age or older.

(f) SAFETY EQUIPMENT HAS BEEN PROVIDED FOR EMERGENCY USE ONLY.

(g) All incontinent persons (whether infants, toddlers, children or adults) must wear a diaper, plastic pants, and a swim suit while using the pool or spa.

(h) Appropriate bathing attire must be worn.

(i) Surfboards, boogie boards, beach balls, floating or inflatable devices are not permitted in the pool or spa.

(j) Pets of any kind are not permitted in the pool or spa areas except with the specific prior written approval of the Board.

(k) For safety reasons, no glass or sharp objects are allowed in the pool or spa. If glass or sharp objects are brought to the pool area and they cause an accident, the responsible Owner will be liable for the cost of any resulting damage or injury. Only plastic or suitable non-breakable containers are allowed near the pool area.

(l) Diving is not permitted in any areas of the pool or spa. Running, pushing or boisterous activity in or around the pool or spa areas is also prohibited.

(m) No tennis balls, baseballs, footballs, basketballs, Frisbees, cans, foreign objects, foreign substances (bubble bath, soap, beverages, etc.) non-floating objects (such as rocks, marbles, coins and the like) or pool furniture are to be thrown into or around the pool or spa.

(n) Wheeled toys or vehicles including skateboards, roller blades, roller skates or bicycles are not allowed in the pool or spa area.

(o) Cellular phones, radios, cassette, or CD players must be battery operated and headsets must be worn. The Association may post additional rules regarding the use such devices at the pool area.

(p) Each resident is responsible for placing his/her (and guests') litter and debris in the trash receptacles prior to leaving the pool and spa area.

(q) With the exception of the spa timer, adjustment of any control regulating to the pool or spa, lights or other common service is not permitted. Upon arrival of the pool and spa maintenance crew, pool or spa users are asked to temporarily vacate the pool or spa areas until cleaning and service is completed.

(r) Pool areas are to be entered through the gates only. Climbing over a fence to enter or exit the pool and spa area is strictly prohibited. Gates are to remain closed and locked at all times. Access FOBs are provided to every Unit. The lending of keys to non-residents for use of the pool and spa area is strictly prohibited.

(s) Hot water immersion while under the influence of alcohol, narcotics, drugs or medicines may lead to serious consequences and is not recommended. Long exposure may result in nausea, dizziness or fainting.

(t) It is recommended that individuals not use the pool alone. The "buddy" system is recommended for all swimmers at all times.

(u) Persons with open cuts, wounds or rashes may not use the pool or spa. Anyone having a skin disease, sore or inflamed eyes, nasal or ear discharge or any communicable disease may not use the pool or spa.

(v) Intoxicated persons are prohibited from using or being in close proximity to the pool, sauna or spa.

(x) Cabanas have been installed in the pool area for the use and enjoyment of all residents and guests. Reservations with the Management Office are required to use the cabanas on weekends and holidays. The Association shall have the discretion to establish a fee for the use of the Cabanas (as set forth on the current Fee Schedule available from Management). On weekdays, use of the cabanas is available on a first-come first-served basis.

## **FITNESS ROOM**

(a) Hours of the Fitness Room are: Sunday to Thursday, 5:00 a.m. to 10:00 p.m., Friday to Saturday, 5:00 a.m. to 11:00 p.m.

(b) Cellular phones, radios, cassette or CD players must be battery operated and headsets must be worn.

(c) For safety reasons, children under the age of fourteen (14) may not use the Fitness Room unless accompanied by an adult 18 years of age or older.

(d) All equipment shall be wiped down after each use.

(e) All equipment is to be used as intended. Please lower the weight stacks on the equipment to their start positions to avoid striking other plates. Please be considerate of your neighbors and limit use of a particular piece of equipment to thirty (30) minutes if someone is waiting.

(f) Residents shall not store or place any personal equipment in the Fitness Room.

(g) No glass containers or food items are allowed in the Fitness Room.

(h) All persons using the Fitness Room do so at their own risk. The Association does not employ personal trainers. Any person coming to the Fitness Room for the purposes of training or teaching a resident in swimming or fitness and where he/she will be accepting compensation for said training, must be registered with Management and approved by the Board prior to the start of said training and may be required to pay costs/fees for



use of the facilities as determined by the Board. Approved trainers may only instruct residents of the Project and may not bring outside parties for on-site instruction.

## **FUNCTION ROOM (SKYDECK)**

The Association reserves the right to limit, on a reasonable basis, the number of guests using the recreational facilities at any given time. If a resident intends to have eight (8) or more guests using the recreational facilities, the resident must schedule such event with the concierge and submit a reservation form and fee (as set forth on the current Fee Schedule available from Management) seven (7) days in advance of the party or event.

Solair Wilshire has a Function Room that all residents may use. Arrangements to reserve the Function Room must be scheduled through Management along with a complete reservation form seven (7) days prior to the event. All Residents intending to use the Function Room must provide a guest list to the management company or lobby attendant of persons to attend the event at the Function Room within twenty-four (24) hours of the event. Please contact Management for a reservation form. Reservations for the Function Room are taken on a first-come first-served basis.

A security deposit and usage fee (as set forth on the current Fee Schedule available from Management) will be required at the time the reservation is made. The fee helps offset general usage but does not offset the cost of repairing damage caused by a specific party. Any such additional damage shall be assessed to the Owner responsible for the damage in accordance with the Declaration, after notice and hearing.

All clean up and trash removal is the responsibility of the party making the reservation and must be completed immediately after usage. Clean up also includes the restroom and any trash in and around the building.

Please keep music and party noise to a volume so that you do not disturb residents or other occupants within the community.

The reserving resident on the application form must be present at all times. Failure of this requirement will result in forfeiting of the deposit and immediate cancellation of the function.

Management reserves the right to terminate any function due to excessive noise, abuse of the facilities, violations of the terms of any contract entered into as part of the use of such facilities, or the failure to adhere to these Residential Guidelines. The reserving resident is responsible for keeping his/her guests within the reserved area. The reserving resident and their guests are not entitled to the use of the pool, spa, barbecue, Fitness Room or other recreational facilities in conjunction with their reservation of the Function Room.

The reserving Resident agrees to indemnify, hold harmless and defend Solair Wilshire Homeowners Association, the General Manager and the Board of Directors from any and all claims for damage, liability, loss of property, expense or costs incurred or connected with the reservation of the Function Room. It is the Resident's responsibility to pay for the service of an extra attendant if the number of attendees exceeds fifty (50) people. Said services shall be charged to the reserving resident at a rate established from time to time by the Board, with a four (4) hour minimum for such charges. The hours of the Function Room and Skydeck are daily, 7:00 a.m. to 11:00 p.m.

## **BARBECUE AREA**

Solair Wilshire has barbecue area that contains two (2) barbecue grills that all residents may use. Except for reserved events, use of these facilities is on a first-come first-served basis.

Barbecues have been installed on the 7<sup>th</sup> floor amenities deck for the use and enjoyment of all residents and their guests. For use by residents and up to eight (8) guests the barbecue is available on a first-come, first-served basis. If the number of guests exceeds eight (8) people, a reservation form and fee (as set forth on the current Fee Schedule available from Management) must be submitted to the Management office at least seven (7) days in advance of the party or event. The hours of the barbecue are daily, 8:00 a.m. to 10:00 p.m. Please make sure the barbecue is turned off after each use and that the grill and surrounding area are properly cleaned and that all debris and personal items are disposed of and/or removed before leaving.



All clean up and trash removal is the responsibility of the party using the facility and must be completed immediately after use.

Please keep music and party noise to a volume so you do not disturb residents or other occupants within the community.

The reserving resident and their guests are not entitled to the use of other Association recreational facilities in conjunction with a barbecue reservation.

### **BUSINESS CENTER (CONFERENCE ROOM)**

(a) The Business Center is available for use by Residents and their tenants daily from 5:00 a.m. to 10:00 p.m. on a first-come, first-served basis. Hours for the Business Center may change from time to time as determined by the Board.

(b) The Business Center is available for reservation for private meetings (up to 3 hours). In order to reserve the business center you must complete the Recreational Facilities Reservation Agreement & Application and return to Management.

(c) The Business Center is equipped with a conference table, individual chairs, and a wireless internet network. Please use all equipment as intended. Follow posted instructions in the event any of the equipment malfunctions. Please be courteous to your fellow Residents and limit use of a particular piece of equipment if someone is waiting for it.

(d) Food and drinks are prohibited in the Business Center.

(e) Please remove all papers and other personal items from the Business Center prior to leaving.

(f) All persons using the Business Center do so at their own risk. Neither the Association nor any personnel of the Association will be responsible for any loss or liability arising from use of the Business Center or malfunctions of any business center equipment. Persons using the Business Center agree to indemnify, hold harmless and defend Solair Wilshire Homeowners Association, the Property Management Company and the Board of Directors from any and all claims for damage, liability, loss of property, expense or costs incurred or connected with use of the Business Center.

### **ROOF: ACCESS RESTRICTIONS**

Owners and their families, guests, tenants, agents, licensees, employees, and invitees, shall not at any time or for any reason whatsoever enter upon or attempt to enter upon (i) the roofs of the Condominium Building; and (ii) any portion of the Common Property used exclusively by the Association for management, administrative, or safety purposes (including, without limitation, utility closets and rooms), without the prior approval of the Board.

### **ENFORCEMENT OF GOVERNING DOCUMENTS**

If a member believes that a violation of the Governing Documents has occurred, then he/she should complete a Violation Report Form (attached) and submit it to Management. No Member complaint can be acted upon unless there is supporting documentation, i.e., the written complaint.

Owners are responsible for their own violations and the violations of their family members, guests, invitees and tenants.

The Association's Enforcement Policy and Fine Schedule is also attached to these Guidelines. Please review this Policy carefully.

### **COMMUNITY GUIDELINES BASICS**

1. Always be considerate of neighbors.



2. Know that the intent of the Association is to operate, manage and maintain the community for the enjoyment of all.
3. Enjoy your ownership at the Solair Wilshire community.
4. For further information on Solair Wilshire Homeowners Association and the community, please contact Management.

