

10.3.1 **Authorized Vehicles.** The following vehicles are authorized to park within the Parking Area: motorized land vehicles designed and used primarily for both personal use and/or non-commercial passenger transport, such as automobiles, passenger vans designed to accommodate ten (10) or fewer people, two-wheel motorcycles, pick-up trucks, stakebed trucks, step vans and cargo vans, having a manufacturer's rating or payload capacity of two (2) tons or less (collectively, "**Authorized Vehicles**"). Authorized Vehicles may be parked only in the Parking Area.

10.3.2 **Prohibited Vehicles.** The following vehicles are prohibited from parking within the Parking Area: recreational vehicles (*e.g.*, motorhomes, travel trailers, camper vans, boats, *etc.*), commercial-type vehicles (*e.g.*, tank trucks, dump trucks, concrete trucks, *etc.*), buses designed to accommodate more than ten (10) people, vehicles having more than two (2) axles, trailers, inoperable vehicles or parts of vehicles, aircraft, other similar vehicles or any vehicle or vehicular equipment deemed a nuisance by the Board (collectively, "**Prohibited Vehicles**"), except with the approval of the Board. Prohibited Vehicles shall not be parked, stored or kept on any public or private street within, adjacent to or visible from the Property or any other Common Area parking area unless specifically authorized by the Board; *provided, however,* the foregoing shall not apply to temporary parking of Prohibited Vehicles making deliveries within the Project or the use or storage of Prohibited Vehicles within a Condominium.

10.3.3 **General Restrictions.** Subject to the restriction on Prohibited Vehicles, all vehicles owned or operated by or within the control of an Owner or an occupant of an Owner's Unit and kept within the Property shall be parked in designated parking areas and if a parking space or spaces has been assigned to an Owner, that Owner shall park in the assigned space(s). The following general parking and vehicle restrictions shall also be observed:

(a) No vehicles may be parked or stored in the Parking Area unless it is operable and in good condition and repair.

(b) No Owner, nor his or her tenants, guests, invitees, agents, licensees, servants or employees shall park or cause to be parked any vehicle in such a manner as to impede or prevent ready access to (a) any entrance or exit, (b) any of the parking or storage areas for the Project, or (c) any other vehicle or parking space.

(c) No vehicle may remain in any access driveway of the Project for more than ten (10) minutes.

(d) Under no circumstances may explosives, fireworks, or highly flammable material such as gasoline, kerosene, oil, oil-based paints, solvents, *etc.*, be stored in the Parking Area.

(e) Owners shall keep the Parking Area free of oil, brake fluid, power steering fluid or other fluid leaks, at all times.

(f) For any violation of these restrictions, or any other restrictions or regulations related to vehicles or parking as may be adopted by the Board from time to time, the offending vehicle may be towed at the direction of the Association at the offending Owner's

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expense, the cost of which shall be borne by such Owner and assessed against same as a Reimbursement Assessment.

(g) Neither the Association nor any of its officers, directors, agents or employees shall be liable to any Owner, or to any member of his family, his guests, servants, employees or invitees, for any theft of, or injury to, any vehicle on the Project. Each Owner shall indemnify, defend, and hold harmless the Association and the Association's officers, directors, agents, employees, and representatives from any injury, damages, claims, liabilities, costs or expenses caused by, arising out of, or related to the provisions of this Section 10.3, or any offending vehicle.

10.3.4 **Number of Parking Spaces/Parking Areas.** The Project contains a total of one hundred seventy-nine (179) on-site parking spaces in the Project (the "**Parking Area**"), as designated on *Exhibit "A"* attached hereto. There shall be no designated parking associated with the Project. Additionally, Declarant shall have the right, in its sole and absolute discretion, to designate and/or create additional parking spaces and offer such additional parking spaces for sale or lease.

10.3.5 **Guest Parking.** Guests may be permitted to park Authorized Vehicles in the designated portions of the Parking Area (the "**Guest Parking Area**"), subject to the Association Rules. There is absolutely no assurance that the Guest Parking Area will accommodate all guests. Additionally, the Board shall have the right to limit the number of guests that an Owner or Occupant may permit to use the Guest Parking Area, and the Board shall have the right to set further reasonable restrictions on the time and manner of use of said parking areas, in accordance with the Association Rules.

10.3.6 **Additional Regulations.** Provided that same does not conflict with any parking requirements mandated by applicable law, the Board may establish additional regulations as it deems appropriate in its sole discretion with regard to any of the parking areas in the Project, including, without limitation, modifying or designating additional Parking Areas, Guest Parking Areas and "no parking" areas thereon, and shall have the power to enforce all parking and vehicle use regulations applicable to the Property, including the power to remove violating vehicles from any of the Property pursuant to California Vehicle Code Section 22658.2 or other applicable statute. If the Board fails to enforce any of the parking or vehicle use regulations, the City or County may, but need not, enforce such regulations in accordance with state and local laws and ordinances.

10.4 **Nuisances.** No horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of a Condominium and its contents, shall be placed or used in any such Condominium. The Board shall have the right to determine, in its sole and absolute discretion, if any noise, odor, or activity producing such noise or odor constitutes a nuisance. No Owner shall permit or cause anything to be done or kept upon the Property which may increase the rate of insurance on Units or on the Property, or result in the cancellation of such insurance, or which will obstruct or interfere with the rights of other Owners, nor commit or permit any nuisance thereon or violate any law, ordinance, statute, rule, or regulation of any City, County, state or federal body. Each Owner shall comply with all of the

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