

**Omega II Homeowners Association**

c/o Hilltop Community Executives  
P.O. Box 34398-206  
San Diego, CA 92163-4398

**Rules and Regulations per your CC&R's**

Each Homeowner is responsible for their own Trash, making sure it's set out in the Alley prior to Thursday Trash Day.

Recycle Bins are for recycling only.

No Paint or Oil or Toxic chemicals are to be thrown in trash bins at any time, the Association would be fined.

No Washing Vehicle on the Property Ever.

No Loud Music or obnoxious noise after 10:00pm

Pets can not exceed twenty-five (25) pounds provided that they are not kept, maintained or bred for any commercial purpose.

Any Architectural Changes to the Unit must be submitted along with the exact description of what's to be changed or installed must be submitted to the Board of Directors prior to Installation

Board of Directors

ARTICLE IV

USE OF UNITS AND COMMON AREA  
AS DESCRIBED IN CONDOMINIUM PLAN

4.1 USE OF UNITS. Each Unit shall be improved, used and occupied for private, single-family dwelling purposes only, and no portion thereof, nor the Common Area, shall be used for any commercial purpose whatsoever; provided, however, Declarant may use any of the Units and Exclusive Use Areas owned or leased by Declarant as model homes and sales offices during that period of time commencing when the Condominiums are first sold or offered for sale to the public, and ending when all the Condominiums in the Project are sold and conveyed by Declarant to separate Owners thereof, or three (3) years from the date of sale of the first Condominium in the Project, whichever shall first occur.

4.2 LEASE OF UNITS. Each Owner shall have the right to lease his Unit together, provided that such lease is in writing and provides that the tenant shall be bound by and obligated to the provisions of this Declaration, the Bylaws and the rules and regulations of the Board and the failure to comply with the provisions of these documents shall be a default under the lease. No Owner shall lease his Condominium for transient or hotel purposes. Any lease which is either for a period of less than thirty (30) days or pursuant to which the Lessor provides any services normally associated with a hotel, shall be deemed to be for transient or hotel purposes.

4.3 INSURABILITY. No Living Unit, Exclusive Use Area or improvements situated therein shall be occupied or used for any purpose or in any manner which shall cause such improvements to be uninsurable against loss by fire or the perils of the extended coverage endorsement to the California Standard Fire Policy form, or cause any such policy or policies representing such insurance to be cancelled or suspended, or the company issuing the same to refuse renewal thereof.

4.4 PETS. Except as otherwise provided in the zoning ordinances of the City of San Diego, or the County of San Diego, an Owner may keep and maintain in his Unit domesticated pets such as dogs, cats or other usual and ordinary household pets, not to exceed two (2) in number with an aggregate weight of twenty-five (25) pounds provided that they are not kept, maintained or bred for any commercial purposes. Notwithstanding the foregoing, no pets may be kept on the Condominium Property which result in an annoyance or are obnoxious to other Unit Owners or occupants. No pets shall be allowed in the Common Area except as may be permitted by rules of the Board. No dog shall enter the Common Area except while on a leash which is held by a person capable of controlling it. Declarant or any Owner may cause any unleashed dog found within the Common Area to be removed by Declarant (or any Owner) to a pound or animal shelter under the jurisdiction of the City of San Diego, or the County of San Diego by calling the appropriate authorities, whereupon the Owner may, upon payment of all expenses connected therewith, repossess the dog. No dog whose barking disturbs other Owners or occupants shall be

Area(s) or Living Unit, and, provided further, that such use does not unreasonably interfere with any other Owner's use or enjoyment of the Project.

**4.13 LIABILITY FOR DAMAGE TO COMMON AREA.** Each Owner shall be legally liable to the Corporation for all damages to the Common Area or to any improvements thereof or thereto, including but not limited to the buildings, facilities and landscaping caused by such Owner, his licensee(s) or any occupant of such Owner's Living Area, as such liability may be determined under California law. Each Owner shall be responsible for compliance with the provisions of the Declaration, Articles, Bylaws and rules of the Board by his guests, lessees and all occupants of his Unit, and shall, after written notice and an appointment for a hearing, pay the fines and penalties assessed pursuant hereto, the Bylaws or Board rules for any violation by his guests, lessees and occupants of his Living Area.

**4.14 INTERIOR OF UNITS; MODIFICATIONS; HANDICAPPED ACCESS.** Subject to the provisions of this Declaration, applicable provisions of Law and Civil Code Section 1360, each Owner shall have the right, at his sole cost and expense:

(a) To make any improvement or alteration within the boundaries of his Living Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Area;

(b) To maintain, repair, repaint, paper, panel, plaster, tile and finish the interior surfaces of the ceiling, floors, window frames, trim, door frames and perimeter walls of the Unit and the surfaces of the bearing walls and partitions located within the Unit and to substitute new finished surfaces in place of those existing on said ceiling, floors, walls, and doors of said Unit;

(c) To modify his Living Unit to facilitate access for persons who are blind, visually handicapped, deaf, or physically disabled, or to alter conditions which could be hazardous to these persons. These modifications may also include modifications of the route from the public way to the door of the Living Unit for the purposes of this section if the unit is on the ground floor or already accessible by an existing ramp or elevator. The right granted herein is subject to the following conditions:

(1) The modifications shall be consistent with applicable building code requirements;

(2) The modifications shall be consistent with the intent of otherwise applicable provisions of this Declaration pertaining to safety or aesthetics;

(3) Modifications external to the Living Unit shall not prevent reasonable passage by other residents, and shall be removed by the Owner when the Condominium is no longer occupied by persons requiring those modifications who are blind, visually handicapped, deaf, or physically disabled.