

# COMMUNITY HANDBOOK

## RESIDENTIAL OWNERS





# Horizons - Marina District Community Handbook

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The Community Handbook for Commercial Owners is available on our website at [horizonshoa.com](http://horizonshoa.com).



## Community Handbook for Residential Owners

The Horizons - Marina District (“Horizons”) Owners Association (“Association”) and management are dedicated to assisting all residents in enjoying their homes to the fullest extent. The successful realization of this goal, however, is largely dependent on you.

This *Community Handbook* was developed to provide residential owners with an understanding of the rules and regulations applicable to Horizons’ residents and their guests. The intent of this *Community Handbook* is to provide an outline of proper conduct and behavior while on the property. You are encouraged to review the Horizons Governing Documents including the Declaration of Covenants, Conditions & Restrictions of Horizons – Marina District (“CC&Rs”), the Bylaws of Horizons (“Bylaws”) and Articles of Incorporation (“Articles”) of Horizons. These establish and define certain guidelines not covered in this document and vice versa. Together these documents should be heeded by the Owners and tenants at Horizons.

The Board of Directors may review the regulations contained in this *Community Handbook* from time to time and make appropriate revisions. The Board consists of seven volunteer members, who are elected by Owners for two-year terms.

### **BUILDING ADDRESS AND TELEPHONE NUMBERS**

Please note the following information related to Horizons:

North Tower Address	555 Front Street, San Diego, CA 92101
South Tower Address	510 First Avenue, San Diego, CA 92101
North Tower Front Desk	(619) 338-4096
Kiosk – 24 hours	(619) 338-4097
Management Office	Action Property Management, Inc. 555 Front Street San Diego, CA 92101 (619) 338-4096 (619) 231-9736 fax

For news, messages from the Manager, forms and other materials, go to **[horizonshoa.com](http://horizonshoa.com)**.

### **BUILDING ACCESS**

Horizons is equipped with video cameras, controlled access doors and locking mechanisms, proximity sensor panels, fire monitoring and fire-life systems and related building improvements. No building, however, has completely secured facilities and no warranty is made or implied as to resident safety. It takes the vigilant observation and prompt action of the residents to prevent accidents, unauthorized access and failure of these systems. Please report any observed condition and violations promptly to security personnel and/or the property manager.

All occupants of the residences, including lessees, are assigned and issued access fobs by the Association at the time of move-in. These fobs are a vital part of the overall security system. Their loss or unauthorized distribution weakens the security system. These fobs are used for access at the main entrances to towers, kiosk gate entrance, tower elevators, Fitness Center, pool area, and most locker areas. Other areas, e.g., the lounges, conference room and some storage locker areas are accessed with a key.



There is a \$25 charge for the replacement of each existing fob that is lost (new fobs are \$50.00 each). Damaged fobs can be replaced at the Management Office for the cost of the fob.

The Association does **NOT** and will **NOT** assume **ANY** risk for injury, loss or damage of any kind whatsoever, 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 is not liable for any occurrence or incident connected to this action.

### **KIOSK OFFICER**

In order to provide the finest service possible at Horizons, a Kiosk Officer is stationed at the driveway leading to the circular drive and parking garage. The Kiosk Officer's primary function is as an onsite presence for common area monitoring.

1. The Kiosk Officer screens vehicles prior to entering the garage and directs residents' authorized guests to appropriate parking locations.
2. The Kiosk Officer monitors and directs the deliveries of furniture and other services.
3. The Kiosk Officer patrols the Commercial and Visitor Parking areas for parking violations.
4. Residents may not request that the Kiosk Officer assist guests, housekeepers or other service personnel in gaining access to the building.
5. Residents may not leave keys with the Kiosk Officer. All Association staff are instructed to refuse keys or envelopes that appear to contain keys.

### **FRONT DESK ADMINISTRATOR**

1. Front Desk Staff, including Security Officers, are available during standard work hours and in the evenings to assist residents in reporting items of concern related to maintenance, building access, providing access to the parcel rooms and other community-related items like Lost and Found.
2. Residents may not leave keys with Front Desk Staff. All Association staff are instructed to refuse keys or envelopes that appear to contain keys.
3. Residents must not request that Front Desk Staff enter private residences. Staff is instructed to evaluate maintenance requests and either contact appropriate personnel to address maintenance issues or refer the resident to an appropriate source.

### **GARAGE AND PARKING**

The residents' parking garage is only for residents and those whom a resident authorizes to park in the resident's deeded space(s). All automobile spaces give exclusive use to those units to which they were assigned.

1. Please maintain safe and proper speeds while driving in the garage and entrance/exit areas. There may be blind spots present. It is recommended that your headlights be turned on while driving in the garage area.

2. Excessive oil leaks and stains caused by a resident's vehicle are subject to fines and/or the cost of clean up and repairs. 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 alleviate this issue.
3. Parking spaces may be leased to other residents subject to termination of the lease upon conveyance of the condominium. Rental of a parking space does not give any lessee the right to vote or any other rights of membership in the Association.
4. No excessive noise from vehicles or revving up of engines is permitted in the garages or circle drive. Vehicles that are of sufficient volume when driven that they set off car alarms in the garage may not be parked in the garage.
5. Your vehicle must fit in your space and no part of it may encroach on your neighbors' space(s). Oversized vehicles such as limousines, extra large vehicles, etc., may not fit in your space and, therefore, it may be necessary to find parking off the premises.
6. Boats, jet skis, trailers, campers or unregistered vehicles, etc., are not permitted in the project.
7. Any vehicles parked in stalls assigned to other residents may be towed away by the authorized user of the space at the vehicle owner's expense.
8. No working on vehicles is permitted anywhere in the garage area. This includes, but is not limited to, washing, waxing, changing oil, light maintenance, etc.
9. Should a car alarm continue to go off, the Association may, at the owner's expense, hire a locksmith and take whatever action necessary to stop the noise.
10. Residents may not use outlets in the garages to re-charge their electric motor vehicles or for any other purpose. Please check with Management for alternatives.
11. No items of any kind except personal shopping carts and one motor vehicle may be stored in stalls or anywhere in the garages including in the bicycle rooms.
12. Non-transferable vehicle identification stickers must be adhered to the driver's side windshield to gain entry into the residents' garage. Rental cars or loaners, and visitors' cars must be registered with the Kiosk Officer who issues a windshield pass for these cars to park in your space.

Residents' motorcycles, motor scooters and other small motorized vehicles, e.g., motorized wheelchairs, must be assigned Association-owned motorcycle spaces by the Management Office, and adhere an I.D. sticker to the vehicle(s). If a motorcycle space is 15 or more feet in length, two such small vehicles may be kept in it.

13. The **circle drive** may only be used for a maximum of 15 minutes for loading/unloading persons or parcels. The Kiosk Officer must give permission first, and contact information must be given to the officer for this period. Failure to comply may result in the vehicle being towed at its owner's expense.

Residents' vendors or contractors may not park in the Circle Drive for any reason. This includes, but is not limited to, unloading/loading tools, equipment and materials. The exceptions are food and dry cleaning deliveries and emergency services.



Horizons' contractors may not park in the Circle Drive. Exceptions are the US Postal Service, landscape and pool contractors and emergency services.

### **RESIDENTS' VISITORS & COMMERCIAL PARKING**

1. Residents may **not** park in the spaces designated for Visitor or Commercial Parking. All spaces in Visitor and Commercial Parking are reserved for guests of residents and Commercial Owners. Residents parking in Visitor or Commercial Parking may be towed at the vehicle owner's expense.
2. Residents' employees, e.g., domestic workers, installers, etc., may not park in Visitor Parking.
3. There is one particular space, in visitor parking, however, that you may reserve in advance for a two-hour period, Monday – Friday from 8:00 A.M. – 5:00 P.M., for employees (except house cleaners) who will work in your unit. Contact Management for details and to make a reservation.
4. Residents must notify the Kiosk Officer in advance of the arrival of their guests who will use Visitor Parking with the following information: Visitor's car make, model, color, license plate number, resident's phone number, estimated time of arrival and expected length of stay. The Kiosk Officers have been instructed to only issue a Visitors Parking pass if they have this information. If this information is not provided, the officer will phone your unit for confirmation of your authorization of your guest's use of Visitor Parking. Exceptions are made for those listed as "Permanent Guests" on your Resident Information Form.
5. The estimated length of stay for authorized visitors will be listed on the windshield pass, and is normally 24 hours. Authorized vehicles, however, may stay up to 72 hours, and that length of stay, or any other period beyond 24 hours, must be stated on the pass.
6. Only visitors with vehicles displaying handicapped placards may park in the handicap parking space.

### **BICYCLES**

1. Bicycles must be registered at the NT lobby desk & display bicycle stickers. Only bicycles may be stored in the bicycle storage rooms.

### **COMMON AREAS/ASSOCIATION PROPERTY**

1. Residential common areas and Association property include but are not limited to: corridors and halls, elevators, lobbies, lounges and kitchens, pool/spa area, fitness center and locker rooms, parking garage (except for exclusive use areas assigned to the unit) and the building structure.
2. Adults are responsible for the conduct of minor children in their care. Children must not be allowed in the elevators, passageways, recreation areas, lobbies or common areas unless accompanied by an adult.
3. No loud talking, unnecessary noises or boisterous conduct is permitted at any time. This includes, but is not limited to, televisions, radios and/or other sound-emitting devices. Common courtesy should be observed at all times. Consideration of your neighbors enhances the enjoyment and tranquility of all.

4. Owners are responsible for any and all actions of their guests, lessees, contractors, employees and anyone on the premises by their instruction, invitation or permission.
5. Owners are responsible for and bear all costs of repairs and/or replacement for any damage to the building, recreational facilities, equipment, or any other common area property, if it is determined that the damage was caused by the owner, his/her lessees, guests, employees or contractors.
6. Obstruction of the corridors, lobbies, stairwells, hallways or entranceways throughout the property is not permitted.
7. No resident may store or place anything in the common areas, lobbies, hallways or public areas. This includes, but is not limited to, floor or door mats at door entries, potted plants, signage, pictures, paintings, items of furniture, etc.
8. No signs, symbols, door knockers, hard-wired door bells or similar features and equipment may 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. Self-adhering doorbells are permitted.
9. Dusting, brushing or cleaning personal belongings in any common area is not allowed.
10. No patio, deck, balcony or parking space may be used for storage purposes, including, without limitation, the storage of bicycles.
11. Sand, dirt, potted plants, etc., may not be placed in the raised planters. Nothing may be planted in the raised planters without Management approval.
12. Neither Residents nor their employees may borrow or remove any equipment or property belonging to the Association.
13. Footwear and shirts are required to be worn at all times while in the common areas (except within the pool, spa, and barbecue areas). Anyone going to and from the pool/spa area must wear a cover-up and footwear. Precautions should be taken to prevent excess water from dripping onto interior surfaces and flooring, which may cause slippery and dangerous conditions.
14. The lobbies and lounge areas may not be used for napping or sleeping. These areas are strictly for the meeting and entertainment of guests and residents.
15. Neither residents nor their families, employees, agents, visitors, licensees nor servants may distribute or cause to be distributed any advertising, pamphlet, free newspaper or any other printed matter on or in any portion of the property or on residents' cars. This includes door-to-door solicitation, electioneering, etc. Please report violators immediately to the front desk or onsite management office.
16. Residents must not prop open any common area or residence door or perimeter gates at any time.
17. The roof area and related mechanical rooms are off limits for use by guests or residents. Severe fines may be levied for violation of this rule.



18. The use of skateboards, scooters, bicycles, rollerblades or similar devices is not allowed in any common areas including the garage, EXCEPT bicycles may be ridden to/from the bike rooms and entrance/exit gates only.
19. Smoking is not allowed in ANY interior or exterior common area. Smoking is only allowed within a resident's exclusive use common area (i.e., balcony, patio, deck) and inside a resident's unit.
20. Should an emergency situation occur, building personnel and all other types of emergency personnel 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's maintenance item or action, the Association will be responsible for damages caused by the Association to your unit.
21. No exterior clothesline may be erected or maintained or hung on balconies, decks, patios or railings within the Community and there may be no exterior drying of clothes or any other items on any balcony, patio or deck or Association Property.
22. Owners, their lessees, contractors, or invitees, who are found to be the cause of a false fire alarm for any reason will be called to a hearing where they may be assessed a fine of \$1,500.00.
23. Rudeness or other inappropriate behavior towards Horizons staff is not permitted.

## **RECREATION AREAS**

The recreation areas, which are located in the common areas of Horizons, are: The lounges, Fitness Center and locker rooms, swimming pool and spa areas including barbecue facilities and bike storage rooms located in the parking garage.

Please note the following general rules:

1. The recreation areas are for the exclusive use of residents and their guests. Commercial Owners and/or their guests may not use the recreation areas. Proper identification must be presented to security or management personnel upon request.
2. Personal furniture may not be used in the recreation areas. Association-provided furniture, accessories, and equipment may not be removed from those areas. Persons who use these recreation rooms and areas are responsible for the removal of all articles they bring there, including towels, books and magazines, food and beverages, and related debris and trash.
3. Running, horseplay, loud noises or activities, drunken or lewd behavior are prohibited.
4. All persons using the recreation areas, including but not limited to the Fitness Center and locker rooms, pool/spa, and barbecue areas, do so at their own risk.
5. Additional rules may be posted in the recreation area from time to time by the Association manager, and residents must conform therewith.



## **SWIMMING POOL AND SPA AREA**

**Reservations of the pool or barbecue areas are not possible.**

1. Pool and Spa hours: Sunday through Thursday: 5:00 A.M. TO 10:00 P.M.  
  
Friday, Saturday, and the nights before Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Years Day: 5:00 A.M. TO 12:00 A.M.
2. For the health and safety of the children who use the pool, children 14 years and younger must be accompanied at all times by a responsible adult.
3. NO GLASSWARE OF ANY KIND IS ALLOWED IN THE POOL AREA. Containers of an unbreakable nature are allowed. Littering in the pool and pool area is not allowed.
4. The use of the pool is expressly limited to residents, lessees and their invited guests. At no time may any group monopolize the facilities.
5. NO PETS are allowed inside the pool/spa area enclosure at any time.
6. All gates must be latched closed at all times. Please do not leave the gates propped open. This is for the safety of all, especially children.
7. **Absolutely no running, pushing, or horseplay around or in the pool area is permitted. This includes “dunking” activities. At no time may there be any loud noise, disturbance or other activity that creates a nuisance to residents. Diving into the pools is not allowed.**
8. 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.
9. Soft inflatable items are permitted but they must not interfere with other swimmers' enjoyment of the pool. Small styrofoam kickboards and “noodles” also are allowed.
10. No person is to enter the pool or spa after application of any tanning or sunscreen preparation without rinsing off first.
11. Misuse of the pool and patio furniture is not tolerated. This also applies to life preservers, life saving hooks and related pool equipment. These items are for safety purposes, not for recreation. Pool furniture, tables, umbrellas and other accessories may not be removed from the pool or barbecue areas.
12. No barbecue, hibachi or other cooking apparatus other than those provided by the Association may be used within the pool or barbecue areas. Please make sure to turn off the gas valves if not in use and keep these areas clean.
13. 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 *Community Handbook* or posted in common areas and recreation areas. Other guests may use the facilities only when accompanied by the host. Do not extend an open invitation to others to drop by the pool at any time for a swim.



14. Bicycles, skateboards, scooters, roller-skates, roller-blades, or other wheeled toys are not allowed in the pool area at any time.
15. Only persons dressed in standard swimwear are allowed in the pool or spa. Nudity or nude sunbathing in these areas is not tolerated.
16. Climbing over the gates and fences in the pool area is prohibited.
17. Persons with skin disorders, colds, coughs or communicable diseases are asked to refrain from pool use due to the obvious risk of health problems to others.
18. Immoral, lewd or indecent conduct is prohibited in the pool, spa, Fitness Center, and all other common areas including exclusive use common areas.
19. Portable TV's and radios are not permitted unless used with headphones.
20. No child under the age of 14 years is allowed in the Jacuzzi unless accompanied by an adult 18 years or older. It is recommended that pregnant women, infants, toddlers, and persons with heart problems, high blood pressure or diabetes refrain from using the spa for health reasons.
21. Children under the age of five are prohibited from using the spa due to health and safety concerns.
22. Dry off thoroughly before entering the common areas/elevators to avoid causing slippery conditions. Footwear, shirts and cover-ups must be worn in all common areas.
23. The Board of Directors reserves the right to deny use of the pool, pool area and spa to anyone at any time.
24. 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, fitness facilities or sauna. **The pool and spa have no lifeguard on duty.**

## **FITNESS CENTER**

Hours of the Fitness Center are: Daily 5:00 A.M. – 12:00 A.M.

1. For safety reasons, children under 14 are not permitted in the Fitness Center. Those ages 14-17 must be accompanied by an adult who is at least 18 years old.
2. Please immediately report any misuse of the Fitness Center equipment or pool table to Management or the Front Desk Administrator.
3. All guests must be accompanied by a resident.
4. All equipment must be wiped down after each use. Please bring your own towel.
5. 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.
6. Residents may not store or place any personal equipment in the Fitness Center.
7. No glass containers or food items are allowed in the Fitness Center.



8. Lockers are for the convenience of all residents; no overnight storage is allowed.
9. Cell phone conversations may not occur when others are using the Fitness Center.
10. All persons using the Fitness Center do so at their own risk.

## **STORAGE**

There are conveyed easements for exclusive use storage lockers located within the parking garage. Horizons is not responsible for any loss or damage to items placed in the personal storage lockers. Storage in these lockers is strictly at residents' sole risk.

1. Gas powered machines, firearms, fuel tanks, explosives and/or flammable material are prohibited inside the storage lockers.
2. No flammable, combustible or explosive fluid, material, chemical or similar substance of any kind may be used in any storage locker.
3. Items of personal property may not be stored on top of storage lockers or on the floor/in the aisles of the storage locker areas and must only be stored in the personal storage lockers.

## **DISTURBANCES/NUISANCES**

1. Owners are responsible at all times for the reasonable conduct of themselves, their tenants and guests. Loud or boisterous conduct anywhere on Horizons property, including in your residence, which disturbs the comfort and quiet enjoyment of others, is prohibited.
2. In the event a neighbor is causing a disturbance, the person being inconvenienced should telephone the Kiosk Officer at the time of the disturbance.
3. No odorous matters may be emitted upon or about the Community that is readily detectable outside the physical boundaries of the space within which such odor was generated.
4. No person may discharge into the Community's sewer system or 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 in the Community.
5. No air pollutants or contaminants sufficient to create a nuisance may be discharged.
6. The volume of radio, stereo sets, television and musical instruments must 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.
7. Speakers and floor-supported musical instruments (e.g., pianos and organs) or other equipment must be properly isolated from direct contact with floors and walls in order to minimize vibrations.

### **PATIOS/BALCONIES/DECKS:**

Hosing or pouring liquid off of balconies, patios, or decks is forbidden. Potted plants must be in catch basins so that water does not run off onto the floor surface and onto the units below. No items of any kind, food, cigarette butts, or ashes, etc., may be discarded from balconies, patios, or decks. Owners in violation will be invited to a hearing, where a fine may be assessed to their accounts plus the cost of clean up or repair. Do not shake rugs, dust mops, etc., over the railings.

In these areas, along with potted plants, only appropriate outdoor furniture in good repair, heat lamps, and electric or gas barbecues (**liquid propane gas containers are limited to having a water capacity of 2.5lbs and/or 1lb LP-Gas capacity**) may be kept. These areas must be kept clean, neat and sanitary.

These areas may not be used for storing items such as, but not limited to, bicycles, cartons/storage bins, cleaning equipment or supplies, toys, exercise equipment, or for drying towels or clothes. Wind chimes are not permitted.

The Board of Directors has the authority to require Owners to restore the attractive appearance to these areas. Only the original paint color may be used, and only the original tile and paver colors and materials may be used for replacement.

Nothing may be attached to the walls, ceilings or railings. Sunshades, awnings and the like may not be installed on windows, or patios/balconies/decks. Carpeting may not be attached to the floor.

Satellite dishes not exceeding one meter (39.66") in size may be erected on balconies, patios or decks with written Architectural Committee approval. These may not be attached to floors, walls, railings or ceilings, i.e., floor stands or tripods must be used.

### **WINDOWS**

Signage for sale, lease/rent, or exchange is permitted in windows but limited to one (1) per street frontage, and to 4' X 4' in size. They must be removed within fifteen days of the close of escrow or new occupancy, whichever comes first.

Only one (1) noncommercial sign or poster not exceeding nine square feet in size, or one (1) noncommercial banner or flag not exceeding 15 square feet may be posted in one (1) window of a residence at any given time.

Window coverings' surface that can be viewed from the exterior must be white, off white or beige and must be kept in good condition. The Association can compel unit owners to replace shabby and torn materials that are exposed to the exterior. No foil, bed sheets, paper, etc., may be used to cover windows.

### **PETS**



The Association understands how important pets are to their owners. More important, however, are other residents' rights to quiet enjoyment of their property. Residents, their invitees, guests and contractors must at all times adhere to the provisions concerning pets detailed in the Association documents. The following rules expand on these provisions:

1. Not more than a total of two dogs and/or cats are permitted to be maintained in the Community, provided such animals are not kept, bred or raised for commercial purposes.
2. The Board specifically has the power to prohibit the keeping or maintenance of any animal, which, after Notice and Hearing, is deemed by the Board to constitute a nuisance or safety hazard to any other Residents in the sole and exclusive opinion of the Board.
3. Each person bringing, inviting or keeping a pet within the community is absolutely liable to the other residents and to the Association for any damage to persons or property, including but not limited to landscaping, trees, and shrubbery, caused by such a pet.
4. It is the duty and responsibility of all pet owner/pet caretakers to clean up after their animals that have deposited droppings or urine anywhere in the Community or droppings on public sidewalks abutting or visible from the Community. Owners of the unit, where such a pet resides or has visited, who are allegedly in violation of this rule, will be called to a hearing at which a fine may be assessed in addition to cleanup costs. Repeat violations may result in increased fines.
5. When in the common areas, animals belonging to residents or invitees of any resident must be kept within an enclosure or on a leash held by a person capable of controlling the animal.
6. Uncontrolled animals in the common area are subject to being turned over to the Humane Society and/or the owner of the pet will be subject to a fine levied by the Association.
7. All pet owners are responsible for a pet's nuisance and noise disturbance. Dogs are not to bark unnecessarily or incessantly.
8. Dogs and cats may not be locked out of units on balconies, patios or decks. These pets must always have complete access to the unit.
9. No resident may maintain any aquarium or other container which contains or can hold more than 30 gallons of water.
10. No livestock or poultry may be kept, maintained, or bred in any residence or elsewhere within the Community.
11. Domestic reptiles, birds, and fish (subject to the 30 gallon restriction) are permitted so long as such animals are kept in the interior of a residence and are (a) kept as household pets, (b) are not so excessively noisy that they disturb other residents, (c) are not kept, bred or raised for commercial purposes or, as determined by the Board, in unreasonable numbers, and (d) do not constitute a nuisance or threat to the personal safety of other Residents.

## **DELIVERIES**

Management and the Association cannot be responsible for the acceptance 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 in the parcel room for resident pickup.

Similarly, the Association and Management may not be held responsible for any other deliveries including floral arrangements, gifts, furniture and the like. Owners must leave a written notification related to any of these known deliveries. Such items will be left in the parcel room for resident pick up.

## **SOLICITING**

Soliciting of any nature is absolutely forbidden on any part of the property, premises or common areas. Please contact a Security Officer or Kiosk Officer if you observe any violations of this rule.

## **MOVING AND FURNITURE DELIVERIES**

**Prior to Moving In:** *A completed Resident Information Form must be given to the Front Desk Administrator in the North Tower Lobby or to Management before moving in is authorized and before entry-access fobs are activated.*

### **One Week Prior to All Moves, You MUST:**

1. Obtain move scheduling approval from the North Tower Front Desk at 338-4096. Failure to obtain this approval will result in denial of access to the movers and the rescheduling of your move at the Owner's expense. Unauthorized/unscheduled moves will result in an immediate call to hearing and assessment of the move fee (\$175), up to a \$250 fine, and any costs to repair damage.
2. Pay a \$175.00 fee for additional security personnel if the move is estimated to take more than four hours. For moves estimated to take four hours or less, the fee is \$125.00. If such a move takes longer than four hours, an additional \$35.00 an hour will be charged.
3. Pay a \$300 refundable damage deposit. To ensure its full return, you will be accompanied by a Horizons staffer on a "pre/post" move inspection of the area to be traveled during the move.
4. Instruct movers to fax proof of liability insurance, minimum of \$1,000,000, to 231-9736.

### **Also Important:**

5. If you cancel the move and do not provide 24-hours notice, a \$175.00 fee will be charged.
6. Moving hours are Monday-Friday, 8:30 A.M. - 5:00 P.M. Moves may not occur on Saturdays, Sundays or major holidays.



7. All personnel involved in a move must sign in and out of the premises with a Kiosk Officer or the North Tower Front Desk Administrator.
8. Elevator pads & hallway runners are required for your move/delivery. Possessions may not be “staged” in the lobby or residential hallways.
9. A luggage cart is in the lobby for your – but not the movers’ – use. Return it to the lobby ASAP.
10. Movers must remove large cartons/trash from the premises. Flatten and discard small boxes in the P1 Recycle Room, but not in your Refuse Room. Contact the Front Desk Administrator regarding large numbers of boxes as arrangements for disposal might be possible.

**Furniture delivery & appliance installation** trucks need to be scheduled with the Front Desk Administrator 4-5 days prior to arrival. Depending on the nature of your delivery, elevator pads & hallway runners may be required.

### **ELEVATOR USE**

1. Please do not play with the elevator stop switches. The elevators are electronically programmed to provide the most efficient service under normal conditions. Holding open elevator doors or pressing order buttons and corridor buttons unnecessarily will cause the service to be less efficient.
2. If the elevator stops unexplainably and stalls, **REMAIN CALM!** Use the phone in the elevator to notify Building Management. Emergency personnel will come as soon as possible to let you out.
3. Children under school age are not permitted to ride the elevators unless accompanied by an adult. Adults should emphasize to children that elevator abuse will not be tolerated.

### **TRASH DISPOSAL**

1. San Diego City code requires that recyclables be separated from trash. See specific details posted in the Refuse Rooms on each residential floor and in the P-1 recycle rooms. 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 into a compact bundle and placed in the Refuse Room. A custodian collects trash from each floor on a daily basis.
2. Trash, garbage or other waste must be kept only in sanitary containers. No Resident may permit or cause any trash or refuse to be kept on any portion of the Community or exclusive use common areas other than in the receptacles customarily used and located only in places specifically designated for such purpose.
3. The bins in the P-1 recycle rooms may be used for many items. Read the instructions carefully. Notify Management of oversized items that need removal; a fee might be charged.

### **WINTER HOLIDAY DECORATIONS**

1. Only fire retardant Christmas trees are permitted as requested by the Fire Department. Contact Management if assistance is needed in tree removal after the holiday season.



2. The permissible timeframe for holiday decorations on balconies, patios and decks is from Thanksgiving until January 10<sup>th</sup>.

## **RENTAL OF RESIDENTIAL CONDOMINIUMS**

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

1. All Owners who rent their units must **register their new tenants immediately on the Resident Information form with the Association each time a new resident(s) occupies the unit. Registration includes identifying the occupants, home and emergency phone numbers and all other related pertinent data for emergency purposes.**
2. Any rental or leasing agreement must be in writing, must provide that the lease or rental is subject to the Governing Documents and must provide that any failure to comply with any provision of the Governing Documents will be a default under the terms of the lease agreement.
3. A copy of the Governing Documents and *Community Handbook* must be provided by the Owner to each tenant or lessee.
4. Owners are, at all times, responsible for their tenant's or lessee's compliance with all of the provisions of the Governing Documents pursuant to the occupancy and use of the Condominium.
5. A lessee has no obligation to the Association to pay Association assessments, nor does any lessee have any voting rights in the Association.
6. No Owner may lease a unit for a term less than thirty (30) days, or for hotel, motel or transient purposes or any other purpose inconsistent with the provisions of the Governing Documents.

Violation of this rule will result in a Hearing before the Board of Directors and a fine of up to \$1,000.

7. Use privileges for amenities and common areas belong to the lessee or tenant. Owners have no personal use privileges upon leasing out the unit.

## **VIOLATION ENFORCEMENT PROCEDURE**

1. Discovery of Violation
  - A. Any conduct that is a violation of the Governing Documents, including the *Community Handbook* of the Association, will be processed according to the procedures outlined herein.
  - B. In the event one or more Horizons residents or Management file a Violation Report, the Board will act as follows:



1. Send a letter to the Owner/resident stating the violation and date by which said violation must be cured.
2. Upon expiration of the cure date, if the violation still exists, the homeowner will be called to a hearing. Notice of the hearing will include the date, time and location of the hearing. The notice will be mailed no less than 15 days prior to the hearing.
3. The Owner will be notified of the decision rendered by the Board as a result of the hearing. If the Owner is found to be in violation of the Association's Governing Documents, the Board will either:
  - a) seek remedy by use of alternative dispute resolutions such as mediation or arbitration;
  - b) apply monetary fines to the Owner's assessment billing;
  - c) choose to correct (or cause to be corrected) the violation and assess the Owner for reimbursement of costs;
4. If the decision is to pursue a monetary fine system, the Association Fine Schedule will apply.

NOTE: A violation is defined as an act in conflict with the Governing Documents of the Association, which includes this *Community Handbook*.

### **VIOLATION FINE SCHEDULE**

#### 1. First Notice—Courtesy Letter

A Courtesy letter with a request to correct or repair the deficiency.

#### 2. Second Notice

A hearing letter informing the homeowner that the Board may decide to charge a fine for the violation.

Except as specified elsewhere in this Handbook, and below, the basic fine for the first offense is \$50. Fines will continue to double with each repetition of the offense.

The Board of Directors will determine the time for curing of violations for each owner consistent with previously reported similar violations as applicable.

Note: Any issue that requires immediate Board action will result in being called to hearing without prior notices sent.

Note: Should a violation occur which imposes financial obligations on the Association, the responsible party for said violation will reimburse the Association for the obligation by way of special assessment. Example: damage to walls, carpet, and/or any other common area, repair and replacement costs will be charged to the Owner.

### **SCHEDULE OF FINES**

Except as noted below, homeowners are called to hearing with the second courtesy letter.



Except as noted below, most violations of the Governing Documents, including those in this Handbook, carry a fine of \$50.00.

Liquid or solid materials dropped from balconies, decks or patios. <u>Immediate</u> call to hearing, plus any cost of cleaning or repair	\$100
Liquid or solid deposits from pets in common area including the street exterior of our buildings. <u>Immediate</u> call to hearing, plus any cost to clean.	\$100
Corroborated noise nuisances from pets or people.	\$100
Corroborated report of inappropriate behavior towards staff. <u>Immediate</u> call to hearing.	\$100
Unauthorized move in/move out. <u>Immediate</u> call to hearing and any costs to repair damage. Up to an additional \$250.00 fine.	\$175
Leasing of a unit for a term less than thirty (30) days, or for hotel, motel or transient purposes. <u>Immediate</u> call to hearing.	\$1,000
Unauthorized architectural changes. Up to a \$500 fine and cost to restore to previous condition.	\$500

### **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:

*Procedure:*

1. You will be introduced to the Board of Directors and other Association representatives.
2. The acting chair 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 business days.



## **PROCEDURES AND FORMS**

The following procedures and forms are provided to Owners and residents for use as appropriate. Additional forms may be obtained by request from the North Tower lobby or at [horizonshoa.com](http://horizonshoa.com). Forms may be returned personally to Security or by fax to the Management Office listed on the first page of the *Community Handbook*.

**\*Resident Information Form** – New residential Owners must complete this form providing information that Security and the Kiosk Officer may use to contact you in event of an emergency. This form is also used to document your tenants, your vehicles and authorized guests. Once completed, the fob to your tower is activated and you or your tenants are permitted to move in.

**\*Release Waiver and Indemnification Form** – This form must be completed so that Management can access your unit in the event of an emergency.

**Rules and Violations Report** – This form is used to report violations to the Association. Appropriate action will be taken to confirm the violation and commence enforcement per the Enforcement Policy. All reports will be held in confidence and reviewed only by the Board of Directors, Management and the Association's legal counsel if necessary. This form may be faxed or mailed to the Management office.

**Motorcycle Parking Procedures and Agreement** – This form is for residents who want to utilize a motorcycle parking space owned by the Association. All vehicles must be registered with Management.

**Resident Lockbox Procedures & Form** – This form is for residents who want to provide access to their vendors/guests when they are not available to physically provide access. A unit key is stored inside of a lockbox purchased by the resident and Management provides access to the lockbox to the authorized guests listed on the form.

**Email Distribution List** – The purpose of this form is for homeowners to receive mass mailers from the Association via email. This does not include the Annual meeting documents because ballots must be sent to the homeowner via U.S. Mail.

**Bicycle Registration Form** – All bicycles must be registered with the Front Desk Administrator. This form is used to register your bicycle(s).

**Realtor Rules and Entry Authorization Form** – This form must be completed when Owners offer their units for sale or lease.

**Lounge Reservation Guidelines and Form** – Complete this form to reserve a lounge.

\*Required at Move-In



## CONFIDENTIAL OWNER/TENANT INFORMATION FORM

Please complete and return the following information to the Management Office

In accordance with the Covenants, Conditions and Restrictions (CC&Rs) of Horizons, all Owners are required to provide a copy of the Governing Documents prior to the leasing of the Owner's Condominium(s). Any lease or rental agreement must be in writing between the parties and must state that the Lease is subject to the Governing Documents. Failure by the Owner to provide such Governing Documents shall be a breach under the Declaration.

DATE: \_\_\_\_\_ UNIT# \_\_\_\_\_ NORTH OR SOUTH

RESIDENT'S NAME \_\_\_\_\_



Check the box next to the phone number you would like programmed to the entry phone system.

TELEPHONE: \_\_\_\_\_  ALTERNATE PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**Please mark this box with an "X" if you require assistance in the event of an emergency**

VEHICLE INFORMATION (Please list additional vehicles on back of form):

Existing vehicle       New vehicle

VEHICLE #1	
MAKE:	
MODEL:	
COLOR:	
LICENSE PLATE #	
NEW PERMIT #	

VEHICLE #2	
MAKE:	
MODEL:	
COLOR:	
LICENSE PLATE #	
NEW PERMIT #	

**Authorized Guests:**

Please list those people who are to be granted access to the property without a prior call to your home (for example, family or domestic help). Please note that entry to the building will still require your guest to use the entry phone system or use a fob. Please file any future additions to this list with the Security Supervisor. (Please list additional guests on back of form if needed)

Name	Relationship/Company
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



**Release Waiver and Indemnification Agreement**  
*Horizons - Marina District OA*

In a high rise community there is the potential for damage to your own or to your neighbor's home from, for example, a plumbing leak. Your Association needs a copy of your front door key for quick access for emergency repairs and your authorization to do so.

Failure to sign this form can expose you to liability in the event of loss and also could result in damage to your front door if the Association must break or cut it open for access.

*I, an owner of a residential condominium at the Horizons - Marina District, hereby grant permission for entry into my residential condominium to the Horizons - Marina District Owners Association and/or its Managing Agent for purposes of emergency repair for the benefit of the Association.*

*I certify that I am a current owner, resident, invitee, family member or guest of Horizons - Marina District Owners Association. I understand that I am responsible for giving my key and any instructions regarding access, including alarm codes, to the Horizons - Marina District Owners Association and/or its Managing Agent. Should I change my locks or the alarm system code, I am responsible for providing the current key/information to the Horizons - Marina District Owners Association and/or its Managing Agent as soon as the change is made.*

*To the extent that I lease my residential condominium, I agree to fully explain to my tenant that I have granted access to the Horizons - Marina District Owners Association and its Managing Agent, and that I also have provided the above with a key and any alarm codes. Additionally, I will require them to provide a key if they replace the key that I gave to the Association.*

---

Signature of Homeowner/Tenant \_\_\_\_\_ Date \_\_\_\_\_

I decline to sign the above agreement.

---

Signature of Homeowner \_\_\_\_\_ Date \_\_\_\_\_

---

Emergency Contact Name \_\_\_\_\_ Phone \_\_\_\_\_



**HORIZONS - MARINA DISTRICT OWNERS ASSOCIATION  
RULES AND VIOLATION REPORT**

There must be at least one signature from a resident within the Association to pursue violations that cannot be viewed during an inspection of the Community (i.e., barking dog, noise nuisance, etc.). Please be as specific as possible to enable the Board of Directors to expedite the enforcement process in a timely manner. All alleged violations will be evaluated to ensure that they are considered an infraction as defined by the Association's Governing Documents.

**REPORT FILED BY:**

Unit/Tower: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**VIOLATION INFORMATION:**

Alleged Violator's Unit/Tower #: \_\_\_\_\_

Description of alleged violation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date(s) and time(s) alleged violation occurs? \_\_\_\_\_

How often does the alleged violation occur? \_\_\_\_\_

Has Security been notified of the violation? \_\_\_\_\_



## MOTORCYCLE PARKING PROCEDURES

### Terms and Conditions:

**Occupancy:** Exclusive control of the parking space is granted to the Applicant for the parking of only one (1) motorcycle in each space. An exception to park a motorized medical vehicle or other type of vehicle may be granted by the Board of Directors depending on suitability relative to vehicle and parking space size. If the space is 15 feet or longer, two such vehicles may be tandem-parked in that space.

**Premise:** Applicant accepts the space in good condition and will pay Association for any maintenance or repair necessary due to negligence or misuse.

**Termination:** This agreement may be terminated by either party by giving a 15 day notice in writing. Space will be left in good condition and the unit Owner is responsible for all damages to the space.

**Assignment:** Only the vehicle registered to the assigned space may be parked in the space. Unauthorized vehicles may be subject to tow at the vehicle owner's expense.

**Indemnity:** Applicant will indemnify, hold harmless and defend the Association from all claims, demands, actions or causes of action, including attorney fees and all costs whatsoever that are hereafter made or brought about by others as a result of arising out of Applicant's use of the space, including claims for Association's active negligence.

**Insurance:** The Association does not provide insurance covering Applicant's property. Applicant acknowledges that insurance is available from independent insurance companies to protect such property in the event of theft, damage or destruction to the motorcycle or any other property left with said motorcycle.

**Release of Association's Liability:** Applicant, for him/herself and his/her tenants, agents, guests, licensees releases the Association, and the Association's agent, employees, and assigns from all liability whatsoever arising out of tenancy hereby created, including liability arising from negligence. This release of liability extends to all property damage or loss, physical injury or death. It is the intent of the Association and Applicant that as a result of this release, vehicle is parked and space is used at the Owner's sole risk. Applicant acknowledges that the Association has made no warranties or guarantees regarding security of the space or the facility from theft, fire, water, earthquake, weather, rodents, insects or any hazards of any kind.



## MOTORCYCLE PARKING SPACE PARKING AGREEMENT

Homeowners and/or tenants leasing a unit from a condo Owner, hereafter referred to as **Applicant**, interested in utilizing a motorcycle parking space owned by the Association for parking a motorcycle needs to complete this form and return it to Management for approval. Spaces are assigned by Management; however, when submitting your application, you may list the parking space # preferred which may or may not be approved and assigned to you based on availability. You may request more than one motorcycle parking space; however, you need to complete a separate form for each space. Once the form is completed and returned to Management, you will be contacted within five days of receipt of the form by written notification of the parking space number assigned to you including the vehicle registered for that space. You will receive one sticker for each vehicle registered.

-----  
Applicant's Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Print

Unit Address: \_\_\_\_\_

Motorcycle Space Number Preferred (if applicable): \_\_\_\_\_ Parking Level: \_\_\_\_\_

Motorcycle Make: \_\_\_\_\_ Model: \_\_\_\_\_

Motorcycle Year: \_\_\_\_\_ License Plate: \_\_\_\_\_

Other Small Motor Vehicle  
Description: \_\_\_\_\_

By signing this agreement below I hereby acknowledge that I have read and understood the agreement in its entirety and have agreed to utilize a motorcycle parking space pursuant to the terms and conditions of this agreement located in the Motorcycle Parking Procedures.

\_\_\_\_\_  
Applicant's Signature Date

-----  
**FOR OFFICE USE ONLY:** \_\_\_\_\_

Application approved:  Yes  No

Preferred space availability:  Yes  No Space assigned: \_\_\_\_\_



## **RESIDENT LOCKBOX PROCEDURES**

**PURPOSE:** The purpose of purchasing a lockbox is for residents' vendors, guests, etc. to be able to access their unit when the resident is not available to provide access. The lockbox will be the resident's responsibility to maintain.

**PROCEDURE:** Residents must fill out an "Authorization to Give Access to Unit" form. You may obtain this form on the next page, through the Management office, or on the website at [www.horizonshoa.com](http://www.horizonshoa.com).

Residents may purchase a lockbox which will be stored in the parcel rooms. Lockboxes can be purchased at [www.lockhouse.com](http://www.lockhouse.com) or you may choose a vendor of your choice.

You must submit the form to Management to keep your lockbox in the parcel room. On the form, you need to indicate whether access to your unit is being granted for one-time access (e.g., contractor) or routine access (e.g., housekeepers), and who is being provided access. Management will keep a database of this information.

Once the form is completed and submitted to Management, your lockbox will be stored in the parcel room of the tower you reside in. When someone is coming to your unit, they will need to sign in at the Kiosk. The Kiosk Officer will then give them a fob in exchange for their ID if they do not have a fob. The Kiosk Officer will direct them to the Management office where they will be able to access the lockbox.

Residents are responsible for ensuring that the key(s) are returned to the lockbox. Management and/or the Security officer onsite at the towers will provide access to the lockbox only during the hours of 8:30 A.M. to 5:30 P.M. Sunday through Saturday.



**AUTHORIZATION TO GIVE ACCESS TO LOCKBOX FOR UNIT**

I hereby authorize Horizons – Marina District Management to give access to my lockbox. I understand that access to my lockbox is only provided by Horizons Management and/or the Security officer onsite during the hours of **8:30 A.M. to 5:30 P.M. Sunday through Saturday.**

PLEASE NOTE: Management and other Horizons staff are not responsible for ensuring that keys are returned to the lockbox.

-----

Unit #/Tower \_\_\_\_\_ Date: \_\_\_\_\_

Resident's Name \_\_\_\_\_

Authorized Person to Access Unit: \_\_\_\_\_

Routine Access

One Time Access

If One Time Access, specify date and time:

Access granted from: \_\_\_\_\_ to \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_  
(Time in) (Time out) (Date) (Date)

I hereby agree to hold Horizons – Marina District Owners Association harmless for any loss or damage to property or missing property from my unit arising from this authorization. In addition, I also hereby agree to indemnify, defend, and hold Horizons – Marina District Owners Association harmless from any liability or claim arising from this authorization.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**EMAIL DELIVERY CONSENT FORM**

I hereby consent to the email delivery of the Horizons-Marina District Owners Association disclosure documents, as indicated below. I understand and agree that if the Association chooses to deliver said documents by email, that delivery is complete at the time of the transmission (and that all statutory or other notice requirements as defined in the Association's governing documents is perfected upon such transmission). If such documents are delivered by email, I understand that I have the right, at any time, to request, in writing, that the documents be made available to me in paper/non-electronic form. I further understand a) that it is my responsibility to notify the Association's Management Company, in writing, of email address changes; and, b) that I can revoke my consent to e-mail delivery, and again require Association notices, disclosures and other documentation in hard copy by sending my revocation notice to the Association's Management Company via email, facsimile or mail at the address listed below (and that if I do so, the management company will confirm receipt of my written request within five (5) business days of its receipt).

**DISCLOSURE DOCUMENTS INDEX**

- |   |   |
|---|---|
| 1. Assessment & Reserve Funding Disclosure Summary (form) | 13. Review of Financial Statement                                 |
| 2. Pro Forma Operating Budget or Budget Summary           | 14. Annual Update of Reserve Study                                |
| 3. Assessment Collection Policy                           | 15. Notice of Proposed Rule Changes                               |
| 4. Notice/Assessments and Foreclosure (form)              | 16. Notice of Adopted Rule Changes                                |
| 5. Insurance Coverage Summary                             | 17. Notice of the Results of an Election to Reverse a Rule Change |
| 6. Board Minutes Access                                   | 18. Requests for Candidates                                       |
| 7. Alternative Dispute Resolution (ADR) Rights (summary)  | 19. Board Meeting Notices   |
| 8. Internal Dispute Resolution (IDR) Rights (summary)     | 20. Notice of Annual Meeting Election Results                     |
| 9. Architectural Changes Notice                           | 21. Annual Budget Report  |
| 10. Secondary Address Notification Request                | 22. Annual Policy Statement                                       |
| 11. Monetary Penalties Schedule                           | 23. Newsletters   |
| 12. Reserve Funding Plan (summary)                        |   |

**If you wish to participate in this program, please complete the form below and return to the physical address below. *WE MUST RECEIVE AN ACTUAL "WET" SIGNATURE- The form may not be submitted via email or fax.***

Owner's Name: First \_\_\_\_\_ Last \_\_\_\_\_

*(Must be on title)*

Property Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail Address (please print clearly): \_\_\_\_\_ *(only one e-mail accepted per household)*

Home: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Work: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Cell: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**(By signing above, you consent to the Association's distribution of the above referenced documents via email)**

*Professionally Managed By Action Property Management, Inc.  
555 Front St., San Diego, CA 92101  
(619) 338-4096 (619) 231-9736 fax*

### Bicycle Registration Form

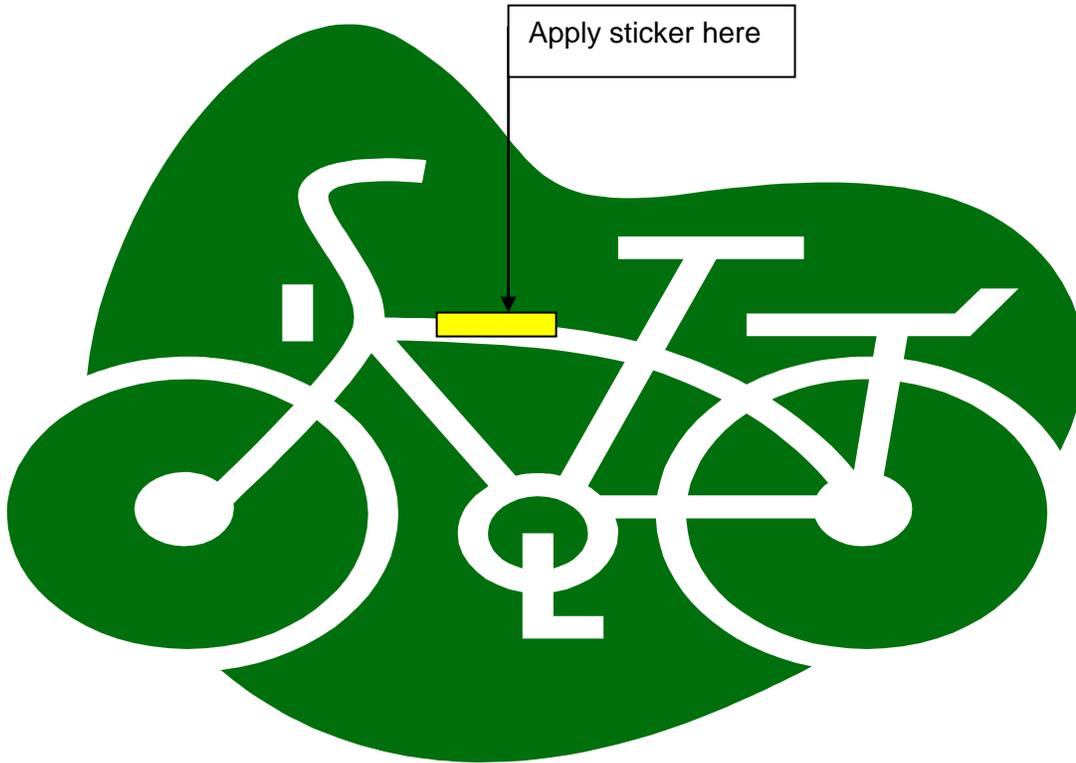
Please complete this form and return to Management to register your bicycle. You will receive a bicycle sticker for each bicycle registered. Every sticker is numbered. This number will be recorded in a log to identify you as the owner.

You can store your bike in any of the bike rooms on P1, P2 or P3. There are no assigned spaces. All spaces are available on a first come first served basis.

Name: \_\_\_\_\_

Unit/Tower: \_\_\_\_\_ # of Bicycles: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



---

FOR OFFICE USE:

Sticker numbers: \_\_\_\_\_



## **REALTOR 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 completes the Listing Agent/Broker Entry Authorization Form.
2. The realtor will be provided a temporary fob if authorized by the Owner.
3. Units must be shown by appointment only with access provided to the showing agent by the listing agent or Owner.
4. Homeowner or listing agent may not give keys or fobs to future owners until the close of escrow.
5. Realtors and potential buyers may park in Visitor Parking (but not in Commercial Parking), but only for the purpose of reviewing Horizons listings.
6. Open houses are prohibited. No flags, banners, balloons, etc., may be displayed on the common area or any other unit owned by another without their consent. For sale signs (no larger than 4' by 4') are allowed to be placed in the individual Owner's window. No flyers may be distributed to individual residents' doors or placed on vehicle windshields.
7. Fobs may not be placed in lock boxes.
8. Lock boxes and keys inside of the lock boxes must be labeled with the listing address and unit number.
9. Fobs and access to lock boxes can only be obtained at the Kiosk by realtors using their drivers licenses as collateral. Each realtor must leave a business card with the Kiosk Officer.
10. Showing hours are 9:00 A.M. through 9:00 P.M., Sunday through Saturday.
11. During caravan, one agent must be stationed in the lobby and a second agent in the listed unit.



### Listing Broker/Agent Entry Authorization Form

#### Residential Owner Information:

Name: \_\_\_\_\_

Unit #/Tower: \_\_\_\_\_

Home Phone #: \_\_\_\_\_ E-mail: \_\_\_\_\_

Business #: \_\_\_\_\_ Other: \_\_\_\_\_

#### Broker/Agent Information:

Office Name: \_\_\_\_\_ Broker's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ E-mail: \_\_\_\_\_

Listing Agent Name: \_\_\_\_\_

Phone #: \_\_\_\_\_ E-mail: \_\_\_\_\_

#### Additional Information:

Broker/Agent authorized to check out a fob:  Yes  No

#### Showing Instructions:

- Hours: 9 A.M. – 9 P.M. Daily
- Drivers license must be left as collateral at the Kiosk at 555 Front Street for an access fob. Business cards must be left at the Kiosk.

Authorized By: \_\_\_\_\_  
Unit Owner Signature

Date: \_\_\_\_\_



## **LOUNGE RESERVATION GUIDELINES**

Make your reservations for the North or South Tower Lounge with Management, Mon-Fri., 8:30 A.M. - 5:30 P.M., 619-338-4096. Please submit two (2) separate checks made payable to Horizons – Marina District Owners Association for the lounge use fee and deposit. The fee and deposit amounts are based on the number of guests attending your event.

<b><u>Number of Guests</u></b>	<b><u>Reservation Fee</u></b>	<b><u>Deposit</u></b>	<b><u>Security Officer</u></b>
0 to 10 guests	\$10	\$100	
11 to 25 guests	\$25	\$250	Recommended
26 to 49 guests	\$50	\$500	Required

Inspect the room before your event and note its condition on the Reservation Form since these areas are open to all residents. An Association representative will inspect the condition after the event. The Association and its Management cannot guarantee facility cleanliness although routine cleaning occurs.

**HOURS:** Events may begin any time after 9 A.M., but all guests must be off the premises by 11 P.M. after which no more than 4 people may remain to clean up and remove trash, which is the responsibility of the resident who reserved the room. Clean up must be completed immediately after the event, and includes the restroom.

**GUESTS/PARKING:** For more than 25 guests, security officers will be required so you must make your reservation 72 hours in advance (see hours above). The Board also reserves the right to, and may require, security officers for parties of fewer than 25 guests. With limited onsite parking, guests must park off site; no reservations for Visitor Parking are possible.

**ALCOHOLIC BEVERAGES:** Events involving alcohol that occur in the evenings or on weekends will require a rider to your homeowners or renters insurance policy or a one-day special event policy certifying coverage for your event. Alcoholic beverages must remain in your reserved room and may not be taken to other areas or outside.

**ENTERTAINMENT:** Keep music and party noise at a volume that will not annoy residents. Amplified music is NOT permitted. Live music, such as a string quartet, classical guitar, etc., may be allowed. Children must always be supervised. Exterior doors to the lobbies may NOT be propped open. Smoking is forbidden in your reserved room and in all Common Areas, the lobbies, restrooms, grounds, etc.

\*Allow two weeks after your event for the return of the deposit less any damage or cleaning charges.



**HORIZONS - MARINA DISTRICT OWNERS ASSOCIATION  
LOUNGE RESERVATION FORM**

**Facility Requested For Reservation:**

North Tower Lounge

South Tower Lounge

Date Requested: \_\_\_\_\_

Day of the Week: \_\_\_\_\_

Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Unit #/Tower: \_\_\_\_\_

Type of Event: \_\_\_\_\_

# of Guests: \_\_\_\_\_

Resident's Name: \_\_\_\_\_

Resident's Phone: \_\_\_\_\_

Best Time to Call: \_\_\_\_\_

Music:  Yes  No

Security Officer:  Yes  No

Insurance Certificate Received (Required if alcoholic beverages are involved):  Yes  No

I HAVE READ THE ASSOCIATION LOUNGE RESERVATION GUIDELINES AND AGREE TO ABIDE BY THEM AND TO PAY FOR ANY DAMAGE, MISSING ITEMS, AND FEES OR FINES LEVIED FOR INFRINGEMENTS.

Resident's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

---

---

OFFICE USE ONLY:

INSPECTION DATE & TIME: \_\_\_\_\_

DAMAGE?  YES  NO

IF YES, DESCRIBE DAMAGE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

