

**AMENDED AND RESTATED
PARK HOMES AND LOFTS
COMMUNITY HANDBOOK**

(PH&L Community Association)

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INTRODUCTION

Park Homes and Lofts is a residential condominium community (the “Community”). The Community is subject to the Declaration of Covenants, Conditions and Restrictions of Easements for Lofts at Playa Vista and Park Houses at Playa Vista (the “Declaration”) and governed by the PH&L Community Association. The Declaration gives the Association the authority to establish the Neighborhood Rules and Architectural Guidelines set forth in this handbook (“Handbook”). Please note that defined terms are used throughout the Handbook and are identifiable by their initial capital letters. Except as the context otherwise requires, these defined terms have the same meaning as set forth in the Declaration. If any provision of the Handbook is held to be invalid, the remainder of the provisions shall remain in full force and effect. The provisions of this Handbook amend and restate in their entirety, and supersede, any earlier Neighborhood Rules and Architectural Guidelines and other rules and regulations related to the Community.

All rules and guidelines set forth in this Handbook are subject to the governing documents of the Playa Vista Parks and Landscape Corporation (“**PVPAL**” or “**Master Association**”), which include the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Playa Vista, the Bylaws of the Playa Vista Parks and Landscape Corporation, the Playa Vista Parks and Landscape Corporation Community Guidelines and any design guidelines adopted by the Playa Vista Parks and Landscape Corporation (collectively the “**Master Governing Documents**”).

As used in the Handbook, the term “Owner” refers to an owner of a Condominium. The term “Resident” refers to any Owner or such Owner’s tenant or lessee (referred to herein as a “tenant”) occupying the Condominium. The term “Occupant” refers to any Resident and any visitor, guest or service provider (“Service Provider”) temporarily occupying or visiting any Condominium or any portion of the Common Property. Each Owner remains responsible for any deviation from or breach of this Handbook by a tenant of their Condominium or person visiting or providing services at the behest or with the acquiescence of any Occupant of the Owner’s Condominium. It is each Owner’s responsibility to ensure that any and all Residents are provided with a copy of this Handbook (or, if amended, the latest version of the Handbook) and that such Resident carefully reviews and complies with such Handbook.

AMENDED AND RESTATED ASSOCIATION NEIGHBORHOOD GUIDELINES*

ADOPTED: June 24, 2013

INTRODUCTION

These Association Neighborhood Guidelines (“**Rules**”) set forth the rules for all Owners and Occupants at Park Homes and Lofts. These Rules amend and restate in their entirety, and supersede, any earlier Association Neighborhood Guidelines related to the Community.

Each Owner remains responsible for the actions of its family members, tenant(s) and its and their guests, invitees, visitors and “Service Providers” (defined below). Therefore, it is important that all Owners review, understand and comply with these Rules. For clarification of any of the Rules set forth herein, please contact the association management company retained by the Association from time to time (the “Property Management Company”).

These rules supplement certain rules and guidelines established in the Declaration, which shall be enforced as provided in these Rules. See, for example, Article II of the Declaration.

ENFORCEMENT OF GOVERNING DOCUMENTS

The Association has the responsibility and right to enforce compliance with the Rules set forth in this Handbook and the terms of any other Governing Document. Depending upon the severity and frequency of the violation and the violator, the choice of enforcement procedure(s) and/or the enforcement remedy utilized may vary.

Owners may report violations to the Association by submitting a written notice to the Property Management Company describing the violation in detail. Unless accompanied by a photograph clearly showing the type and location of a violation, all written notices require the signature of Owners of at least two different Condominiums. Similar notices will not be accepted from any Resident other than an Owner. Except for emergency situations, any Resident who is not an Owner who wishes to report a violation must coordinate such violation notice(s) through the Owner of its leased Condominium. The Property Management Company may also report any violations within the Property Management Company personnel’s personal knowledge or as described to the Property Management Company personnel with personal knowledge of the violation.

Once the Association receives a written notice of a violation, the enforcement process may be started against the alleged violating Owner, as set forth below. However, nothing in this section shall obligate or require the Board, or any authorized committee, to take any such action.

Actions That May Be Taken By The Association. The Association may implement one or any combination of the following actions to address violations of and enforce the Governing Documents:

1. **Notice and Hearing.** At the time a violation is reported, action may be taken as follows:

(a) To the extent practical, the Property Management Company will verify the accuracy of the reporting. If deemed valid, the Property Management Company, on behalf of the Association, will provide a first written notice to the violating Owner. The first notice will contain a description of the violation, provide the corrective action and a timeframe in which the corrective action must be taken. The notice will also include instructions regarding responses to the violation notice.

If an allegation concerns a tenant, the first written notice will be addressed to the applicable Owner and, provided the Property Management Company has been provided appropriate contact information by the Owner, a copy will be sent to the accused tenant. Unless otherwise determined by the Board, all further communications and/or correspondence concerning corrective actions, hearings, charges, or fines will be addressed to the applicable Owner only. However, the Association shall have the right, but not the obligation, to deal directly with a tenant; therefore, the Board may send communications to both Owner and tenant as it deems appropriate. It is the Owner’s responsibility to enforce compliance by its tenant(s) with any corrective actions promulgated by the Board.

*Section 4.2.6 of the Declaration provides the Board with the power to adopt, amend and repeal these Rules as it deems reasonable and provides the Association with the right to enforce these Rules. In the event of any conflict between these Rules and the Declaration or Bylaws, the Declaration and Bylaws shall prevail.

(b) If the violation continues or is repeated after the first written notice, a second written notice to request the Owner appear before the Board will be sent ("**Notice of Hearing**"). The Notice of Hearing will be delivered to the applicable Owner no less than ten (10) days prior to the date of the hearing. The notice shall include the date, time, and location of the hearing and the nature of the alleged violation. An Owner will be provided an opportunity to address the Board at the hearing. This process is referred to herein as "**Notice and Hearing**".

For any allegation of a continuing violation against a tenant, the applicable Owner must appear on behalf of its tenant. The accused tenant(s) may attend the hearing, however, such tenant may not speak or address the Board unless the Board asks the tenant to answer specific questions.

(c) At the hearing, the Board will allow the Owner to present evidence and testimony as reasonable under the circumstances. The Board may ask questions of any person present at the hearing providing evidence and the applicable Governing Documents will be reviewed, if necessary.

(d) After the hearing, the Board will deliberate and vote in executive session. The Owner will be notified of the Board's decision, in writing, within fifteen (15) business days after the hearing.

(e) If the Board concludes that the alleged violation occurred, the Board may impose monetary penalties, temporarily suspend voting privileges or take any other disciplinary action permitted under the Governing Documents. The Board may also concurrently refer the matter to the Association's legal counsel for further action. If a lawsuit is filed to correct a violation, the Owner may be liable for the Association's legal costs and fees as indicated below.

2. **Enforcement Assessments.** The Association may impose a special assessment to reimburse the Association for costs of repairing damage to the Association Property, to reimburse the Association for costs incurred in bringing the Owner's Condominium into compliance with the Governing Documents or to remove item(s) wrongfully left on or attached to Association Property, including, but not limited to, legal fees, upon Notice and Hearing as described above.

3. **Suspension of Member Privileges.** The Association may suspend an Owner's voting rights or rights to use the Association Property facilities following Notice and Hearing.

4. **Internal Dispute Resolution.** If the violation continues, the Association may invite the Owner to participate in internal dispute resolution pursuant to California Civil Code Section 1363.810.

5. **Alternative Dispute Resolution.** If the violation continues, the Association may request that a dispute be resolved through alternative dispute resolution procedures pursuant to California Civil Code Section 1369.510. Any costs incurred for the mediator or arbitrator are to be split among the parties.

6. **Legal Action.** The Association may proceed with legal action to compel compliance with the Governing Documents. The prevailing party of any dispute is entitled to recovery of attorneys' fees and costs.

7. **Immediate Cure.** Notwithstanding the foregoing, under circumstances involving conduct that constitutes (a) an immediate and unreasonable infringement of, or threat to, the safety, security or quiet enjoyment of Occupants and/or Association personnel; (b) a traffic or fire hazard; or (c) a threat of material damage to or destruction of the Association Property, the Board, or its authorized representative, may undertake any appropriate corrective or legal action without providing a Notice and Hearing. Accordingly, the Property Management Company and Association personnel have the right to enter any Condominium to address such circumstances and such person(s) entering will not be liable to the Owner of the Condominium for any acts of trespass or any damage that could not reasonably be avoided. Additionally, depending on the severity and urgency of the circumstances, the Association may immediately take any appropriate legal action, such as obtaining a Temporary Restraining Order or any other applicable legal remedy.

8. **Fines.** The fine schedule for violations is established by the Board and is subject to change from time to time. The Board may enforce the collection of any fines or other charges through a special assessment or any legal action that is available to the Board and is deemed appropriate. Payment of a special assessment or fine, or completion of a suspension period does not eliminate the Owner's obligation to correct the violation.

(a) Non-Major Violations (that is, any violation not constituting a major violation as described in subparagraph (b) below):

(i) First (1st) Occurrence: Written notice of violation with request of corrective action within the specified timeframe. Below are some of the timeframes to complete certain corrective action. For infractions not listed below the Board will inform the Owner of the timeframe to complete the corrective action.

- a. Architectural Application Infraction – Immediate Cease and Desist and one week (7 days) to submit a complete Architectural Application, which must be reviewed and approved prior to proceeding with improvements.
- b. Anything left in Common Area outside of front door of Condominium in the Lofts buildings, or visible from the public sidewalk in the Park Homes, in violation of these Rules, the Declaration or the Bylaws – Immediately or it may be removed by the Association immediately and without notice.
- c. Unauthorized/Inappropriate Items in Exclusive Use Common Area or in garage space- 48 hrs to remove item from patio or garage space
- d. Holiday Decorations – 48 hrs to remove decorations.
- e. Oversized BBQ propane tank – 24 hrs to remove from Community.
- f. Nuisances (noise, barking dogs, etc.) – Immediately

(ii) Second (2nd) Occurrence and/or failure to correct within the required timeframe: Notice and Hearing and depending on the outcome of the hearing, a potential fine ranging between \$50-\$500 depending on the severity of the violation.

(iii) Third (3rd) Occurrence and/or failure to correct within required timeframe of 2nd occurrence or continued failure to correct 1st violation: Referral to the Association Attorney and a potential fine of \$100-\$1000 depending on the severity of the violation or imposition of the maximum fine permitted by law.

(b) Major Violation Fine Schedule:

(i) Notice and Hearing and depending on the outcome of the hearing, a potential fine ranging between \$500-1000 per occurrence plus any cost of homeowner damage; and referral to the Association Attorney.

(ii) An example of a major violation is failure to obtain architectural approval prior to making a structural modification, negligent damage to Common Property/Association Property, life threatening or safety violations, tampering with or wrongfully activating fire or methane detection or suppression systems, propping open or manually holding Lofts elevator doors open, etc. except in the case of a violation related to propping or manually holding a Lofts elevator door open, the fine may be up to the amount of an after hour service call by elevator maintenance company, without regard to whether a service call is required or can be found to result from such actions.

(c) Move-In/Move-Out & Furniture Delivery Fine Schedule):

(i) First (1st) Occurrence: Notice and Hearing and depending on the outcome of the hearing, a potential fine of \$500 plus cost of any damage occurred determined by the Association; except in the case of a violation related to propping or manually holding a Lofts elevator door open, the fine may be up to the amount of an after hour service call by elevator maintenance company, without regard to whether a service call is required or can be found to result from such actions.

(ii) Second (2nd) Occurrence: Notice and Hearing and depending on the outcome of the hearing, a potential penalty of maximum fine permitted by law.

(iii) Third (3rd) Occurrence: Referral to the Association Attorney.

(d) Absent decision by the Board to the contrary, after Notice and Hearing, fines will double with each repeat occurrence or any failure to remedy any violation. A matter will be considered a repeat occurrence if it relates to the same Condominium which is owned by the same Owner even if the Owner has entered into a new lease and has a new tenant or a different person otherwise resides in the Condominium than resided in the Condominium on the earlier occurrence.

9. **Other Remedies.** The Association may take any other actions or a combination of actions, as permitted under the Governing Documents and/or applicable law.

ACTIVITIES WITHIN THE ASSOCIATION PROPERTY

Because the Association Property of the Community is to be enjoyed by all Occupants, the following general rules of good conduct must be observed at all times.

1. **Noise.** Please use common sense and courtesy in regards to voice levels, unnecessary noises and boisterous conduct while within the Association Property. This includes, but is not limited to, televisions, stereos, cell phones and/or other sound emitting devices. Keep the volume of all such devices and electronics at a reasonable level, taking into account the time of day, so other Occupants are not disturbed.
2. **Damage.** All Occupants must take special care not to damage any portion of the Association Property. If any damage is attributed to a particular Owner, its tenants, guests, employees or Service Providers, such Owner will be responsible for reimbursing the Association as a Special Assessment for any costs to repair the damage.
3. **Safety and Obstructions.** For safety reasons, obstruction of the corridors, hallways or entranceways throughout the Community is prohibited. Accordingly, any item left unattended in the Association Property will be subject to removal without reimbursement or notice to the Owner of such item.
4. **Waste.** All trash or waste must be deposited in appropriate waste containers, trash chute or the dumpsters in the trash rooms with all trash bags properly sealed or closed, as further provided below. Leaving trash or trash bags, even temporarily, in the corridors, hallways or any portion of the Association Property is prohibited.
5. **Association Equipment.** Each Owner benefits from the equipment and furnishings within the Association Property. Therefore, Occupants may not borrow or remove any equipment or property belonging to the Association at anytime.
6. **Solicitation.** Solicitation of any kind is prohibited on Association Property. Advertising materials, pamphlets, newspapers or any other printed matter may not be distributed within the Community, attached to or left at doors to residences within the Community or placed on any vehicles parked at the Community. This restriction includes door-to-door solicitation, fundraising and other similar activities.
7. **Skateboards, Scooters, etc.** Riding skateboards, scooters, bicycles or rollerblades is prohibited within the Association Property, including, without limitation, the Parking Garage.
8. **Smoking.** Smoking is prohibited in any Association Property including, without limitation, the hallways, stairwells and parking garage. The only locations which Occupants are allowed to smoke outdoors in the Community is in their Exclusive Use Easement Areas. Occupants smoking in their Condominium or Exclusive Use Easement Areas must ensure their smoke does not affect other Occupants.
9. **Emergencies.** Should an emergency situation occur, Association personnel and emergency personnel have the authority to enter a Condominium, if necessary, by forcible entry. Any person entering upon a Condominium to address a situation reasonably considered to be an emergency shall be subject to no liability to the Occupant for trespass or other act reasonably considered to be necessary under the circumstances.
10. **Outside Drying or Laundering.** Exterior clotheslines shall not be erected, maintained or hung on any Exclusive Use Easement Area or within any other Association Property. The exterior drying or laundering of clothes, towels, wetsuits or other items within an Exclusive Use Easement Area is prohibited.
11. **Alarms.** Any security alarm installed or connected in a Condominium must be monitored by a certified alarm company. Contact information for the alarm company must be provided to the Property Management Company. Each Owner must update the contact information with the Property Management Company for an alarm service provider, as appropriate. In the event an alarm is set-off and not addressed within a reasonable amount of time, the Property Management Company or other Association personnel may enter the Condominium and take all actions necessary to quiet the alarm. Additionally, if any Condominium will be left unattended for any extended period of time, the applicable Owner must arrange for a local contact to be available to address emergencies or other alarm issues.
12. **Vibrations and Noise.** Occupants may not attach fixtures or equipment to the walls or ceilings of any Condominium, which will cause vibrations, noise or other type of unreasonable annoyance or damage to other Occupants. Devices such as ceiling-mounted music devices, televisions or surround sound systems, including, but not limited to, wall mounted speakers and other audiovisual devices must not come in contact with any demising wall and must be installed in conformance with the Architectural Guidelines. All speakers must be supported by appropriate acoustic platforms, such as speaker stands, so they are not placed directly on the floor.
13. **Waterbeds; Aquariums.** Waterbeds and aquariums larger than 30 gallons are not permitted in any Condominium. Failure to adhere to this restriction may cause substantial damage to other Condominiums and/or the Association Property.

14. **Hazardous Materials.** No hazardous, toxic, noxious, contaminated materials or any materials that may cause noxious odors shall be stored, placed or used anywhere within the Association Property or a Condominium. Any Owner who receives written notice from the Association indicating an item in their or their tenant's, visitor's or guest's possession violates this restriction must take all necessary actions to remove such item within twenty-four (24) hours of receiving such notice. In the event the item(s) is not removed within twenty-four (24) hours, the Property Management Company may remove or cause the item(s) to be removed and charge the applicable Owner for any costs associated with such removal.

15. **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. Failure to adhere to this restriction may subject the violating Owner to liability under state and federal law for any clean-up, personal injury or damage caused to another Condominium or any other portion of the Community.

16. **No Additional Equipment.** Except those items installed during the original construction of the Community, no air conditioning, water softener, reverse osmosis system or other similar water treatment machinery may be installed within any portion of a Condominium, including any Exclusive Use Easement Area.

ANIMALS/PETS

1. **Maximum Number.** Each Condominium may maintain a maximum of two (2) dogs or two (2) cats or a combination thereof with a maximum weight of one hundred (100) pounds combined. Subject to additional requirements and limitations set forth in the Declaration, fish in aquariums holding no more than thirty (30) gallons of water and birds inside birdcages may also be kept as household pets, so long as they do not result in unreasonable annoyance to other Occupants.

2. **Registration.** In addition to complying with all applicable license and health requirements mandated by the City and/or County, each dog and cat maintained at Park Homes and Lofts must be registered with the Association using the Pet Registration Form in the forms section of this handbook, so that the dog or cat can be easily identified. Loose, unattended dogs or cats found without a license or identification tag may be reported to the local Animal Control for pickup.

3. **Prohibited Pets.** Certain types of pets are restricted from the Community as provided in Section 2.6 of the Declaration. Additionally, if any pet is deemed dangerous or a nuisance by the Board, after Notice and Hearing, such pet must be removed from the Community as directed by the Board.

4. **Leash Use.** All dogs and cats must be on a leash at all times when traveling through the Association Property and are subject to Los Angeles County Ordinance Section 53.06.2 (as the same may be amended or replaced), except within a Residence. Leashes may be no longer than six (6) feet in length. If a retractable/extendable leash that can extend beyond six (6) feet is utilized, such Occupant is required to lock the leash or hold the leash so that it does not extend beyond six (6) feet. Outside a Residence or the Exclusive Use Common Area, pets must be either kept within an enclosure or on a leash held by a person capable of controlling the pet.

5. **Waste Control and Disposal.** Anyone accompanying a pet outside of a Residence must clean up all waste deposits left by the pet. No pet caretaker shall allow their pet to deposit fecal matter or urinate within any portion of the Association Property. All pet caretakers must take their pet to the public street or other area wholly outside the Community to urinate, etc. If a pet accidentally deposits fecal matter within the Community, the pet's caretaker or other person accompanying the pet must promptly clean up such matter. Any Occupant who allows a pet access to any Exclusive Use Easement Areas must avoid allowing its pet to urinate or deposit fecal waste in such areas. If an "accident" does occur, all pet waste must be removed immediately to avoid odor and unsightly staining. All pet waste must be placed in a tightly sealed plastic bag before being disposed of. **IN NO EVENT SHALL PET WASTE BE DISPOSED OF THROUGH THE DRAINAGE SYSTEM FOR THE COMMUNITY OR TOSSED OVER THE RAILING/WALL OF ANY EXCLUSIVE USE EASEMENT AREA.**

6. **Unattended Pets.** No pet may be left out unattended on Exclusive Use Easement Areas, even temporarily. No pet shall be tied to trees or any exterior building structure, even temporarily. A pet must be kept within the Condominium when its caretaker is away or cannot attend to the pet. Barking dogs on an Exclusive Use Easement Area or inside a Condominium or any other excessively noisy pet that disturbs the quiet enjoyment of other Occupants will not be tolerated and may be considered a nuisance. Additionally, no pet may be bathed or groomed, at any time, within any Association Property, including, without limitation, Exclusive Use Easement Areas.

7. **Outside Pets.** Guests and other invitees, such as Service Providers, may not bring any pets or animals, other than human assistance animals, into the Community.

8. **Caretaker Responsibility.** Each person owning or caretaking a pet shall be absolutely and solely liable to other Occupants for injury to persons or damage to property caused by such pet. Additionally, any damage to the Association

Property caused by a pet will be repaired/replaced at the pet owner's expense, including, without limitation, claw marks, urine stains, scratches and marks from your leash rubbing on the corner of walls, etc.

9. **Human Assistance Animals.** Human-assistance animals, such as seeing-eye dogs, are exempt from any rule in this Handbook that interferes with their duties. Notice of any exemption claimed by a Resident must be sent in writing to the Board in a timely manner.

10. **Commercial Purposes.** As more particularly described in the Declaration, no animals may be kept, bred or raised for commercial purposes.

INSURANCE

1. **Owner Insurance.** Each Owner shall maintain property insurance against losses to personal property located within the Condominium and to any upgrades, improvements and betterments located within the Condominium, as well as liability insurance against any liability resulting from any injury or damage occurring within a Condominium or caused by the Owner or its tenant(s), visitors, guests or service providers. The Association's insurance policies will not provide coverage against any of the foregoing. Owners' policies may not adversely affect or diminish any coverage under any of the Association's insurance policies. If any loss intended to be covered by the Association's insurance occurs and the proceeds payable are reduced due to the insurance carried by any Owner, such Owner shall assign the proceeds of the Owner's insurance to the Association.

2. **Conduct Affecting Insurance.** Occupants shall not do or keep anything in any Condominium, Exclusive Use Easement Areas or the Association Property 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, or whose tenant, visitor or guest is, responsible for an increase in the rate of insurance on the Association Property shall be personally liable for the cost of the additional insurance premiums. In cases where an Occupant other than an Owner causes such additional premiums, the additional premiums shall be charged to the applicable Owner. Please refer to Article VIII of the Declaration for information regarding Association and Owner insurance requirements. If you have further questions, please contact the Property Management Company or your insurance agent.

3. **Claims.** Any Owner who has sustained damage to a portion of his or her Condominium that is covered under the Association's blanket insurance policy and would like to make a claim must first obtain approval from the Association to do so by providing the Property Management Company with written notice describing the nature and cause of the covered damage ("**Claim Notice**"). All Claim Notices will be reviewed by the Association and will use its good faith efforts to respond within thirty (30) days. Keep a copy of your Claim Notice, which is your receipt for the claim. If the Association approves the claim, the claim will be submitted by the Association on behalf of the Owner and such Owner will then be responsible for cooperating with the Association's insurance carrier, to the extent necessary, to process and settle the claim. If any deductible amount is required before the claim can be settled, then the Owner making the claim will be responsible for the full amount of such deductible, if any. Reimbursement for damage or loss to an Owner's personal property cannot be submitted to the Association's insurance carrier, even if such damage was caused by the same casualty as the covered claim. Only Owners can submit a claim as provided in this Section. No notices of claims from a tenant or other type of Occupant will be considered by the Association.

FIRE SAFETY DEVICES AND EMERGENCY SYSTEMS

The Community has extensive and complex fire life safety warning and mitigation systems. This includes systems to detect smoke, heat, methane and other gases and other potentially life threatening conditions. In addition to systems within the Common Property, the fire life safety system includes monitors and annunciators (alarms signals) and fire sprinklers inside individual Condominiums. The system is extremely sophisticated and any problem with any component, including any methane, smoke or heat detectors, annunciators or fire sprinklers inside any Condominium, triggers an alarm at the central monitoring station and if not rectified can endanger lives and property within the entire Community. Therefore, it is extremely important that (a) no person tamper with any of these systems, whether inside an individual Condominium or in the Common Property, (b) that Owners provide access to their Condominium on reasonable notice to permit inspection, testing and repairs of these systems, and (c) that no person create a situation which triggers an alarm or intentionally activate an alarm. In furtherance of the foregoing:

- All Owners shall be responsible for the actions of their tenants, any occupants of the Condominium they own and any guests or visitors of the Owner, tenants or other occupants.
- No person shall tamper with or alter any of the fire life safety systems within a Condominium or the Common Property. Each Owner shall ensure that any such systems within such Owner's Condominium which become inoperative are brought to the attention of the Property Management Company.
- No person shall intentionally or negligently trigger an alarm condition within the Community.

- Each Owner shall, upon at least three days prior notice except in an emergency (when as much advance notice as is practical shall be provided), provide access during ordinary working hours to the Association's contractors and representatives to inspect, test, maintain and repair the fire life safety systems within such Owner's Condominium.
- Each Owner shall at all times provide the Property Management Company, on the form prescribed by the Association, current contact information for all Owners and Residents of the Owner's Condominium and, if the Condominium is Owner occupied, shall provide emergency contact information for a local third party who will be able to provide access to the Condominium in the event the Owner cannot be contacted.
- An Owner shall be responsible for the actual costs incurred by the Association on account of any violation of the foregoing rules. Such actual costs shall constitute a "Special Assessment" collectable in accordance with the Declaration.

Any violation of this rule shall constitute a "Major Violation" for the purposes of the Association's enforcement policy and may, after the Owner is given an opportunity for Notice and Hearing in accordance with the Association's policies and procedures, result in a fine of from \$500-\$1000 upon the first violation.

Without limitation on the generality of the foregoing:

1. **Smoke Detectors.** Each Owner must regularly inspect and replace all smoke detector batteries in accordance with the manufacturer's recommendations.
2. **Fire Alarm System.** No Occupant may tamper with the fire alarm system or any of the related facilities at the Community. Disconnecting any part of the fire alarm system is against the law and may affect the operation of the fire safety system. Owners will be notified when the Association will conduct any tests of the fire alarm system.
3. **Temporary Disconnection.** If spray paint or sanding work may set off the smoke detectors or fire sprinkler in a Condominium, it is permissible to cover the detector or sprinkler with plastic only, but it must be removed at the end of the day. If any proposed Improvements to your Condominium require you to disconnect any fire alarm or sprinkler, you must comply with the procedures set forth in the Architectural Guidelines provided in this Handbook.
4. **Emergency Systems.** As required by the applicable public safety agencies, certain emergency facilities and other access mechanisms are installed on each of the Condominiums. No Occupant may tamper with, modify or remove a Condominium or any other portion of the Community from this emergency system. Such emergency system may include, but is not limited to, special master locks that can be opened by one master key, Knox boxes, emergency power panels or override switches, stairwell emergency placards, fire resistant doors and/or windows.
5. **Methane Monitoring System.** No Occupant may tamper with the Methane Monitoring system or any of the related facilities at the Community. Disconnecting any part of the Methane Monitoring system is against the law and may affect the operation of the Methane Monitoring system. Owners will be notified when the Association will conduct any tests of the Methane Monitoring system.

HVAC UNITS

The Owner of each Condominium is responsible for all maintenance and repair to their HVAC units. No one except an authorized vendor of the Association may access HVAC units located on the roof of the Lofts buildings. Lofts Owners must make arrangements with an authorized vendor of the Association to maintain or repair their HVAC unit located on the roof of the Lofts buildings.

USE AND CARE OF THE ASSOCIATION PROPERTY

1. **Obligation of the Association.** The Association is responsible for maintenance of the Common Property and Association Property in accordance with the Declaration and the Association Maintenance Guide. Responsibility of the Association and the Owners for maintaining certain specific property and items is as set forth in Section 4.6.2, a portion of which is attached as the "PH&L Responsibility Matrix" in this Handbook.
2. **Use of Association Property.**
 - (a) An Owner who has rented or leased its Condominium is not entitled to use any of the facilities during the term of its lease agreement with its tenant(s). The Owner has given up such rights and the tenant is entitled to use the facilities during the term of the lease. Such Owner can only access the other portions of the Association Property to the extent necessary to ensure compliance with these Rules or to enforce its rights under the lease agreement.
 - (b) Dusting off items or cleaning personal property within the Association Property is prohibited.

(c) The roof and mechanical rooms of the Community are not accessible to Occupants.

(d) No door may be propped open, including any access gates, even temporarily, to provide access to the building. Preventing any access doors or gates within the Community from locking is also prohibited. Guests attending an event in a Condominium or the Association Property which is hosted by an Occupant must call/contact the hosting Occupant upon arriving at the Community to request access to the Building.

3. Storage of Items; Decorations; Alterations to Association Property.

(a) Common Areas Near Front Doors. Except for within Exclusive Use Easement Areas, no items may be stored or maintained within the Association Property. This includes, but is not limited to, floor or door mats, pots, potted plants, statuary or other decorative items, signs, pictures, paintings or furniture. Notwithstanding the foregoing, each Occupant may maintain in the Common Area in front of the front door of the Condominium one door mat of no greater than average size, in neutral colors consistent with the colors of the Buildings and in good condition and repair. Occupants shall be responsible for removing door mats when the Common Area is being cleaned and the Association shall not be responsible for loss or damage to items in the Common Area. The Owner shall be responsible for any damage to, or extra cleaning of, the Common Area caused by or resulting from any door mat in front of the Owner's Condominium including any damage resulting from water being trapped under such door mat. Any personal property left in any portion of the Association Property (excluding Exclusive Use Easement Areas) which does not fit within the above exceptions will be immediately removed by the Association without the obligation of prior notice or reimbursement.

(b) No signs, symbols, door knockers, stickers or similar features or equipment shall be hung, installed or attached to the door or entry area to any Condominium which can be seen from the Common Property corridor or hallway or, in the case of the Park Homes, from the public sidewalk. If any Occupant wishes to install a religious device on the door frame, the Owner of the applicable Condominium must submit an application for Architectural Review of such installation, which shall include a photograph and the dimensions of the device, a description of how and where the device is to be attached to the door frame and an indemnity against any damage to Association Property resulting from the installation or removal of such device.

4. Bicycle Storage Racks.

(a) Bicycle storage racks are available in the designated storage room in the garage to store non-motorized bicycles of Residents. Residents must request a bicycle space from the Property Management Company and spaces are available on a first-come, first-served basis.

(b) The Association reserves the right to charge a fee to use the bicycle storage racks and if established, such fee may be changed from time to time. If and when applicable, each Resident utilizing the bicycle storage racks will be given an option to remove its bicycle before being charged such fee.

(c) One registration sticker will be issued for each assigned storage space. No more than two registration stickers will be available to any Condominium, except upon application to the Board and determination by the Board that there is sufficient space in the bicycle storage room to accommodate such request. The Resident will be required to register his/her bicycle with the Property Management Company, at which time a registration sticker will be issued to place on the bicycle. Do not remove this registration sticker at any time while utilizing the bicycle storage racks. Any bicycle found in the bicycle storage racks without a registration sticker and abandoned bicycles may be removed. If an additional registration sticker is requested, a Resident may submit written request for Board consideration. The initial charge for a registration sticker and any replacement is \$15.00 each, which amount the Association reserves the right to change at any time without notice.

GARAGE AND PARKING GUIDELINES

1. **Access Devices.** The number of garage access devices will be limited to two (2) per Condominium. If an Owner requires more than two (2) garage access devices then they will need to request approval for additional devices from the Board. There will be a fee for any replacement, lost, inactive or extra devices.

2. **Assigned Parking Spaces.** Each Lofts Owner has been assigned two (2) parking spaces in the parking garage. In addition to their enclosed garages, certain Park Homes Owners have been assigned an additional parking space in the parking garage. Such assigned parking spaces (each an "Assigned Parking Space") are identified in the Declaration. Upon the sale of a Condominium to another Owner, any Assigned Parking Space shall transfer to the new Owner. Owners may agree to exchange or lease their Assigned Parking Spaces to another Owner (but not an Occupant or any other third party) provided both Owners sign an agreement to such effect, which agreement shall be maintained in the Association's records. A copy of the agreement is available in the forms section of this Handbook. The Association has the right to temporarily relocate or restrict the use of an Owner's Assigned Parking Space in order to accommodate construction, maintenance or repairs to the Improvements in the Community. The Association cannot be held liable in the event that no temporary parking space is available to an Occupant as a result of such construction, maintenance or repairs to the Improvements in the Community.

3. **Disabled Parking Spaces.** Disabled persons using a parking space designated for disabled persons must display a distinguishing license plate or placard issued by the California Department of Motor Vehicles. There is no guarantee that a disabled parking space will be available to a disabled Occupant.

4. **Registration.** All vehicles parked anywhere other than in a Park Homes enclosed garage must be currently registered and have current license plates.

5. **Guest Parking.** Guest parking is for guest only, not owners or residents. The Association reserves the right to require cars parked in guest parking spaces display a guest pass, which will be provided by the Association. If the Association requires guest passes, only one will be issued per Condominium. There shall be no charge for the initial guest pass, replacement passes shall cost \$5.00 each. The Association reserves the right to change these charges at any time without notice. No guest parking shall be occupied for a vehicle for more than twenty-four (24) continuous hours. The use of guest parking is a courtesy; it is not a short-term parking option unless granted by the Homeowners Association. It may not be occupied by the same guest or resident for more than three days in a month, or on a daily basis. Any Vehicle parked within a guest parking space without displaying an official guest pass or in violation of any of the other guest parking rules is subject to tow at owner's expense. The Association is not responsible for any lost, damaged or stolen property left in vehicle while parked or in case of towing.

Additional Garage Rules.

(a) Your vehicle must fit within your space and not affect any neighboring space or the ingress or egress into or of other vehicles. Oversized vehicles such as limousines, extra large vehicles, etc. which do not fit in your space or which unreasonably interfere with ingress or egress from neighboring parked vehicles, must be parked off the premises. Prohibited vehicles may not be parked, stored or kept in any parking areas on the Property at any time. Unauthorized vehicles, any vehicles parked in stalls assigned to other residences, or parked improperly or illegally are subject to immediate tow at the vehicle owner's expense.

(b) No washing, detailing, maintenance, repair, restoration or construction of any vehicle shall be conducted on the Property.

(c) Please maintain safe and proper speeds while driving in the parking garage. No vehicle shall exceed five (5) miles per hour while in the parking garage.

(d) Oil leaks and stains caused by an Occupant's vehicle will be subject to fines and/or a Special Assessment for the cost of clean up and repairs.

(e) Parking spaces cannot be used for storage of any type. 2-wheel motor driven cycles, motorcycles and mopeds may be parked in parking spaces so long as, if a car or other vehicle is also parked in such parking space, the car or other vehicle fits entirely within the parking space. No 3 or 4 wheel utility vehicles, recreational vehicles, boats, jet skis, campers, trailers or other equipment or unregistered vehicles may be parked or stored in parking spaces or anywhere on Association Property.

(f) All Vehicles must park head-in-only.

(g) Smoking is prohibited in the garage area.

(h) The Association has the right to establish additional regulations as it deems appropriate, in its sole discretion, with regard to the parking areas and parking garage.

EXCLUSIVE USE AREAS (BALCONIES AND PATIOS)

1. Exclusive Use Easement Areas 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.

2. Drainage facilities situated within an Exclusive Use Easement Area must be kept free of debris and any other material that may impede the flow of water. If an Occupant fails to maintain such drainage and damage to person or property results, the Association can access such Exclusive Use Easement Area for the purpose of clearing debris and other material and the applicable Owner will be responsible for any costs incurred by the Association in connection with such maintenance. Occupants shall not change or alter the surface, drainage patterns or drainage systems of any Exclusive Use Easement Areas. Changing the drainage pattern may cause damage to the buildings. The installation of any tiles or flooring material on any Exclusive Use Easement Areas is forbidden as it will alter drainage patterns. Carpet, artificial turf or other material that can trap water next to the surface of the Exclusive Use Easement Areas is also prohibited. Occupants shall use all due care to prevent puncture of the water-proofing material on Exclusive Use Easement Areas.

3. Potted plants must have a tray placed underneath the pot to prevent water spillage onto Exclusive Use Easement Areas. Such trays, and any other device designed to hold water, must be raised above the surface of the Exclusive Use Easement Areas in order to allow sufficient air flow beneath such tray or device. Potted plants shall not be placed in a position on any Exclusive Use Easement Areas that will block any drains or obstruct drainage patterns. No plants shall be placed on or affixed to, or extend beyond, the railings, fences, walls and/or boundaries of Exclusive Use Easement Areas.
4. No spas, hot tubs or water features (including fountains) are to be placed on any Exclusive Use Easement Areas.
5. No hanging screens, sunshades, awnings, linens, blankets, rugs, towels, swimsuits, wetsuits, clothing, plants, banners, wind chimes, or other objects may be hung from or in, or on the railing or wall of, any Exclusive Use Easement Areas, except as permitted by the Board.
6. Balconies and patios shall not be used for storage of any type including, without limitation, boxes, storage sheds or bins of any size, heat lamps, tools, exercise and sports equipment, surfboards, bicycles, cleaning utensils or supplies or other household items.
7. Balconies and patios shall be maintained at all times in a clean, neat and sanitary condition. Occupants shall use due care when cleaning their Exclusive Use Easement Area. Exclusive Use Easement Areas surfaces shall be mopped or cleaned in such a manner as to not cause any water to extend beyond the boundaries of the Exclusive Use Easement Area.
8. No improvements shall be nailed, bolted, or otherwise attached to, or hung from, the floor, walls, ceiling, trellis or any other portion of Exclusive Use Easement Areas.
9. Only one gallon tanks or smaller gas barbeque may be stored or used within the Exclusive Use Easement Areas. No charcoal or hibachi type barbeques are permitted within Exclusive Use Easement Areas. All outdoor cooking must be in compliance with all City and Fire Department codes and regulations and are subject to enforcement by the applicable authorities.
10. No pets shall be left unattended on Exclusive Use Easement Areas.
11. No propane, gas, electronic or other portable heater or fire pit may be used on any Exclusive Use Easement Area.

LOFTS AND VISITOR PARKING ELEVATOR USE

1. Any Occupant requiring an elevator for the following purposes must submit an application and make prior arrangements with the Property Management Company:
 - Transporting large, oversized items such as furniture;
 - Transporting construction materials; and
 - Move Ins, Move-Outs and delivery of large items.
2. For the safety of all elevator users and to avoid damage to elevator systems and components (i) elevator doors may not be propped open or manually held open for any reason; (ii) the floor buttons or stop switches must not be pressed unnecessarily; and (iii) and children under the age of six (6) years of age must be accompanied by an adult. **IF ANY PERSON IS SEEN PROPPING AN ELEVATOR DOOR OPEN OR MANUALLY HOLDING AN ELEVATOR DOOR OPEN, AFTER NOTICE AND HEARING, THE OWNER OF THE CONDOMINIUM IN WHICH SUCH PERSON RESIDES OR WHICH SUCH PERSON IS VISITING WILL BE SUBJECT TO A FINE IN THE AMOUNT OF AN AFTER HOURS ELEVATOR REPAIR SERVICE CALL, WHETHER OR NOT SUCH SERVICE CALL IS REQUIRED OR CAN BE FOUND TO BE CAUSED BY SUCH PERSON'S ACTION.**
3. Pets on a leash are allowed within the elevators at the Community. However, as a courtesy to other people using the elevator, any person using an elevator with a pet must first request permission from any other person present in the elevator before entering. If possible, each pet should be carried while riding in the elevators.

TRASH DISPOSAL**PARK HOMES TRASH DISPOSAL**

Park Homes Residents are required to bag and seal their refuse and deposit it in the bin(s) in the designated trash room. If there are separate bins designated for trash and recycling, Residents shall place the appropriate items in the designated bin.

LOFTS TRASH DISPOSAL

1. All refuse deposited into the Lofts trash chute must be securely bagged and sealed. All recycling placed in the Lofts recycling chute does not need to be bagged and sealed, except for glass bottles, which must be in a secure container to avoid broken glass in the trash room. No trash bag larger than seventeen (17) gallon bags may be sent down the trash chute. **ALL ITEMS, SUCH AS PIZZA BOXES OR OTHER LARGE CONTAINERS, AND LONG OBJECTS, WHICH DO NOT EASILY FIT IN THE TRASH CHUTE MUST BE WALKED DOWN TO THE TRASH ROOM AND PLACED INSIDE THE APPLICABLE DUMPSTER.** Open containers such as paper sacks, boxes, unsecured plastic bags, and/or reusable garbage cans are also prohibited. Do not use the trash chute or dumpster to dispose of volatile, flammable or hazardous materials. No items may be left beside or near the trash chutes, all items must be properly disposed of in the trash chutes, directly into the trash bins in the garage or by the applicable Resident using other means. Any Occupant (or the Owner of the Condominium) who causes damages to the trash or recycling chute by improper use or violation of these rules will be responsible for all fines and for all resulting damage to the trash or recycling chute.

2. 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. inside the trash chute for any reason, since other Occupants may be depositing trash at the same time. Take care to make sure trash bags do not leak while being carried to the dumpster or trash chute. Each Occupant is responsible for cleaning any leakage from trash bags in hallways and on the trash chute doors.

GENERAL RULES FOR TRASH DISPOSAL (PARK HOMES AND LOFTS)

1. BOXES AND OVERSIZED ITEMS MAY NOT TO BE LEFT OUTSIDE THE TRASH BINS OR TRASH ROOMS. BREAK DOWN ALL BOXES BEFORE PLACING SUCH TRASH IN A DUMPSTER. IF ANY TRASH DOES NOT FIT WITHIN THE DUMPSTER, OR FOR ANY OVERSIZED ITEMS SUCH AS FURNITURE OR LARGE BOXES, IT IS THE RESIDENT'S RESPONSIBILITY TO ARRANGE DISPOSAL BY SOME OTHER MEANS.

2. Owners are responsible for damage caused by spills or leaks from trash carried by them, their tenants or their or their tenant's guests or Service Providers to the trash chutes or the trash room.

3. BATTERIES AND ANY OTHER TOXIC MATERIALS OF ANY TYPE MAY NOT BE DISPOSED OF IN THE TRASH CHUTE OR THE DUMPSTER AND MUST BE DISPOSED OF PROPERLY IN ACCORDANCE WITH APPLICABLE LAW.

BUILDING ACCESS

1. **Access Devices.** The number of Lofts Building access devices, and, so long as they are compatible, access devices for the PVPAL facilities, will be limited to two (2) per Condominium. If an Owner requires more than two (2) access devices then they will need to request approval for additional devices from the Board. There will be a fee for any replacement, lost, inactive or extra devices.

2. **Access to PVPAL Facilities.** Refer to the Playa Vista Parks and Landscape Corporation Community Guidelines for more information on access devices and, so long as it remains compatible, having your Community access device programmed for access to the PVPAL facilities. The Association is not responsible for providing access to PVPAL facilities and, if such access requires access devices different from the Community access devices, each Owner will be responsible for obtaining such PVPAL access devices at such Owner's sole cost and expense.

3. **Lost/Damaged Access Devices.** The Property Management Company will coordinate any replacements of lost, stolen or malfunctioning access devices at the Owner's cost. Contact the Property Management Company to replace an access device.

4. **Preventing Unauthorized Entry.** Occupants must comply with the following to help prevent unauthorized entry into the Building.

(a) Do not prop open or tamper with the locking mechanism of any doors to the Community for any reason.

(b) Do not lend out any access devices.

(c) Report any lost or stolen access devices to the Property Management Company as soon as reasonably possible.

(d) Perform appropriate background checks on any and all cleaning or maintenance personnel that are provided regular access to the Condominium.

RESALE/RENTAL AND REAL ESTATE PROFESSIONALS

1. All Owners are responsible for assuring that any real estate professional(s) retained to assist an Owner with the sale or lease of his or her Condominium is fully aware of, and complies with the terms of this Handbook and other Governing Documents. The following phrase shall be included in any listing agreement:

“This agency relationship may be immediately terminated if the undersigned real estate professional violates the Association Rules of PH&L Community Association or other provisions of Governing Documents of PH&L Community Association.”

2. No lockboxes may be attached to any fence, gate or other portion of the Common Property. Any wrongfully attached lockboxes will be cut and removed.

- First violation will be tagged and forcibly removed if not voluntarily removed within 24 hours.
- Second and succeeding violations by the same real estate agent or company will receive no prior notice and the offending lockbox will be immediately forcibly removed.

3. Real estate agents desiring a gate code for access to the Lofts and/or to place lockboxes on the front door handle of any Condominium listed in the Lofts or Park Homes must comply with the following:

(a) Register with the Property Management Company by completing the appropriate form and providing a copy of the listing agreement, signed by the Owner then holding record title to the property.

(b) Pay a \$70 deposit to lease from the Association a Shurlok Lever Grip product, which will allow the real estate agent's lockbox to be secured to the ADA compliant handles. \$20 of the deposit will be returned to the listing agent upon return of the device. The remaining \$50 is the Property Management Company's processing fee payable to the Association, which is earned when paid and not refundable under any circumstances.

(c) Place identification on any lockbox including the listing agent's name and telephone number. Shurlok offers a message tag which would serve this purpose but any legible identification is acceptable. Any lockboxes, whether or not registered with the Property Management Company, and whether on a Lofts Condominium or Park Home Condominium, which do not include this identifying information will be cut and removed.

- First violation, will be tagged for 24 hour removal as above.
- Second and subsequent violations from the same listing agent (even if for different Condominiums) will be forcibly removed without further notice.

(d) Upon completion of the listing, return the Shurlok Lever Grip product to the Property Management Company.

4. No Owner or real estate agent shall provide any keys or access devices to any future Occupant prior to the close of escrow or effective date of a lease. No real estate agents will be provided key “fobs” for the Lofts, only gate access codes.

(a) If only a gate code is requested, and no lockbox will be used, the registering agent will pay a \$50 administrative fee to receive a gate code.

(b) Gate access codes will be unique to each Condominium.

(c) The Association may, in its sole and absolute discretion, deactivate any gate access code if:

- There is reasonable evidence that a listing has expired or a Condominium is otherwise no longer offered for sale; or
- Any damage or nuisance results from any use of the access code; or
- Any listing agent of company fails to comply with these rules and regulations with respect to any listing in the Park Homes and Lofts Community.

(d) If a gate code is deactivated for any reason, the listing agent must pay an additional \$20 administrative fee to receive a new gate code.

5. Any Owner selling/leasing his or her Condominium must first complete or require its real estate professional complete the real estate agent registration form before such professional(s) may enter the Community in connection with the sale or lease, or offering for sale or lease, of his or her Condominium:

6. No signs, flags, banners, or the like advertising the sale or lease of a Condominium may be displayed within any Association Property. However, certain signage may be displayed from within a Condominium. Review the signage section of the Architectural Guidelines for more detail.
7. Owners may not hold "open houses" for the sale of their condominium without observing standard access procedures. Prospective buyers must be escorted by the Owner or the Owner's real estate agent or open house host to and from the Condominium. No doors may be propped open for an open house.
8. Upon sale of a Condominium, the name of the purchaser and the purchaser's contact information shall be provided to the Property Management Company when escrow is opened for the Condominium. Additionally, a copy of the recorded grant deed must be delivered to the Property Management Company as soon as it is available.
9. For the lease of a Condominium, additional requirements are set forth in below.

RENTAL OF CONDOMINIUMS

1. **Rental.** An Owner shall be entitled to lease his or her Condominium in accordance with the terms of this Handbook, the Declaration, and the Master Governing Documents. Any leasing Owner is responsible for the actions of its tenant(s) during the term of its lease agreement and will be liable for any costs associated with the violation of any provision set forth in this Handbook or any other Governing Document. No Owner may lease such Owner's Condominium for hotel, motel or transient purposes. All Owners who rent their Condominiums shall submit names and contact numbers and proof of insurance coverage for their tenants to the Property Management Company. Any lease which is either for a period of fewer 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 and is prohibited.
2. **Notification.** The names and contact numbers for each tenant must be submitted to the Association within seven (7) calendar days after the execution of any lease agreement, and prior to any tenant taking occupancy, by delivering a copy of the executed lease agreement pursuant to the Declaration, together with an executed "Condominium Rental Form" attached to this Community Handbook certifying its lease agreement complies with the requirements of this section and the Declaration and the Master Governing Documents.
3. **Lease Agreement.** All lease agreements must (i) be in writing; (ii) provide that the lease agreement is subject to the Governing Documents; and (iii) provide that any failure to comply with any provision of the Governing Documents will be a default under the lease agreement. A Tenant shall have no obligation to the Association to pay assessments imposed by the Association.
4. **Governing Documents.** A copy of the Governing Documents and Master Governing Documents must be provided by the leasing Owner to its tenant(s).
5. **Association Property.** Privileges to use the amenities at Park Homes and Lofts transfers to a tenant upon the commencement date of its lease agreement. Except to the extent necessary to enforce its rights under a lease agreement or fulfill its obligations under the Governing Documents, an Owner shall have no right to use the Association Property during the term of a lease agreement for its Condominium.
6. **Responsibility of Owner.** Each tenant must comply with all the maintenance responsibilities of an Owner with respect to the use of its Condominium and all Exclusive Use Easement Area. However, the Owner who is leasing his or her Condominium is not relieved of its maintenance obligations when its Condominium is leased. The Association will hold such leasing Owner responsible for any failure or non-compliance of its tenant(s) to diligently perform the maintenance obligations set forth in the Maintenance Guide and the Governing Documents. In the event any tenant causes damage to the Community or violates the terms of its lease agreement, the Association will pursue available remedies against the applicable Owner. The Owners shall, at all times, be responsible for their tenant's compliance with all of the provisions of this Declaration and the Master Declaration pursuant to the occupancy and use of the Condominium.
7. **Timesharing.** No Condominium may be divided or conveyed on a time increment basis (commonly referred to as "time sharing") of measurable chronological periods. The term "time sharing" as used herein shall be defined to include, but shall not be limited to, any agreement, plan, program or arrangement under which the right to use, occupy or possess the Condominium, or any portion thereof in the Community rotates among various persons, either corporate partnership, individual or otherwise, on a periodically recurring basis for value exchanged, whether monetary or like-kind use privileges, according to a fixed or floating interval or period of time sixty (60) consecutive calendar days or less.
8. **Voting Rights.** No tenant shall have any voting rights in the Association or the right to attend any meetings held by the Association.

SERVICE PROVIDER RULES

1. **Service Provider Responsibility.** All service providers ("**Service Providers**") are subject to the "Service Provider Rules" for Park Homes and Lofts, a copy of which is available from the Property Management Company and which is included in this Handbook. All Service Providers are subject to restrictions and provisions of this Handbook and all other Governing Documents in addition to the Service Provider Rules. To ensure all Service Providers are aware of the rules and requirements of Park Homes and Lofts, an Occupant must provide its Service Provider(s) with a copy of the Service Provider Rules prior to commencing any work at the Community.
2. **Owner Responsibility.** Each Owner is responsible for any violations by its, or its tenant's, Service Provider of rules in this Handbook, the Service Provider Rules, any other Governing Documents, and/or the Architectural Guidelines. Additionally, each Owner is responsible for any activities by its, or its tenant's, Service Provider that violates applicable laws, such as dumping pollutants through the drainage systems of the Community.

HOLIDAY DECORATIONS

1. **Timeframe.** The acceptable timeframe for winter holiday decorations is from the day prior to Thanksgiving through January 10th. All other decorations must be displayed no more than twenty one (21) days prior to the day of the holiday and must be removed within ten (10) days after the holiday.
2. **Location.** Holiday decorations may only be displayed inside the Condominium and in the Exclusive Use Common Area. No Occupant may place holiday decorations in the Association Property (other than the Exclusive Use Common Area), including on the front door or in the Common Area around the front door of any Condominium. Occupants may not puncture or damage the Association Property in connection with display of decorations.
3. **Lights.** Outdoor holiday lighting shall be governed by the Master Association Governing Documents.
4. **Trees.** Occupants are responsible for cleaning any pine needles or other debris dropped from their tree or other decorations in any portion of the Common Areas, including sweeping elevator cabs.
5. **Disposal.** Holiday decorations, including Christmas trees, may not be disposed of in the trash chutes or dumpster at the Community. All such disposal will be as directed by the Association.

AMENDED AND RESTATED ELECTION PROCEDURES

ADOPTED: June 24, 2013

Pursuant to California Civil Code Section 1363.03, the following rules and procedures shall apply for the election of directors and voting regarding assessments, Governing Documents, and the granting of the exclusive right to use the Association Property. These Election Procedures amend and restate in their entirety, and supersede, any earlier Election Procedures related to the Community.

1. Meeting at which Secret Ballots Shall Be Tabulated

1.1 The Inspector(s) of Election shall tabulate the ballots for the election of directors at the Annual Meeting of the Members or, if no quorum is present, at an adjourned Annual Meeting in accordance with the Bylaws. The Board of Directors shall determine the date, time and place of said Annual Meeting of the Members in accordance with the Bylaws.

2. Nomination of Candidates

2.1 At least sixty (60) days before the date of the meeting at which the ballots for the Election of directors are to be counted, the Association shall mail to each Member a Candidate Nomination Form.

2.2 The qualification(s) to serve on the Association's Board of Directors are described in the Bylaws.

2.3 Owners may nominate themselves or another person; provided, however, all candidates must meet the qualifications set forth in the Bylaws.

2.4 Any candidate nominated by another person will be contacted, if possible, to confirm that such candidate consents to having his or her name placed in nomination for election to the Board.

2.5 All candidates who meet the qualifications to serve on the Board and, if appropriate, have confirmed their willingness to run for election to the Board, shall be listed on the secret ballot.

2.6 The Candidate Nomination Form must be returned to the Association at the address provided on, and by the deadline stated on, such form, which deadline must be at least forty-five (45) days before the date the ballots for the election of directors are scheduled to be counted.

2.7 Candidates may also be nominated from the floor or any other manner prescribed in the Bylaws.

3. Inspectors of Election

3.1 The Board shall appoint one or three independent third parties as Inspector(s) of Election before the secret ballots are mailed to all of the Owners. An independent third party includes, but is not limited to:

3.1.1 a volunteer poll worker with the county registrar of voters;

3.1.2 a licensee of the California Board of Accountancy;

3.1.3 a notary public;

3.1.4 a member of the Association provided such member is not a member of the Board of Directors or a candidate for the Board of Directors or related to a member of the Board of Directors or a candidate for the Board of Directors; and

3.1.5 a person who is currently employed or under contract to the Association for any compensable services.

in the event that the Board does not appoint an Inspector(s) of Election prior to the ballots being mailed, the Property Management Company shall serve as the Inspector of Election.

3.2 Prior to the secret ballots being mailed to all of the Owners, the Inspector(s) of Election shall meet to determine to whom the secret ballots shall be returned (the "Ballot Collector"), which may be the Association's Manager.

3.3 The Inspector(s) of Election shall also do all of the following:

- 3.3.1 determine the number of memberships entitled to vote and the voting power of each;
- 3.3.2 determine the authenticity, validity, and effect of proxies, if any;
- 3.3.3 receive ballots;
- 3.3.4 hear and determine all challenges and questions in any way arising out of or in connection with the right to vote;
- 3.3.5 count and tabulate all votes;
- 3.3.6 determine when the polls shall close;
- 3.3.7 determine the result of the election;
- 3.3.8 perform any acts as may be proper to conduct the election with fairness to all members in accordance with this section and all applicable rules of the Association regarding the conduct of the election that are not in conflict with this section.

3.4 An Inspector of Election shall perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as is practical. The decision or act of a majority shall be effective in all respects as the decision or act of all.

3.5 Any report made by the Inspector(s) of Election is prima facie evidence of the facts stated in the report.

3.6 The Board may remove and replace any Inspector of Election prior to the tabulation of ballots if an Inspector of Election resigns or if the Board reasonably determines that an Inspector of Election will not be able to perform his or her duties impartially and in good faith.

3.7 An Inspector(s) of Election, may appoint and oversee additional persons to count and tabulate votes as the Inspector(s) deem appropriate.

4. Secret Ballot Procedure: Record Date

4.1 Ballots and two (2) envelopes with instructions on how to return ballots shall be mailed by first-class mail or delivered by the Association to every member not less than thirty (30) days prior to the deadline for voting.

4.2 Ballots must ensure the confidentiality of the voters.

4.2.1 A voter may not be identified by name, address, or lot, parcel, or Condominium number on the ballot;

4.2.2 The ballot may not require the signature of the voter;

4.2.3 The ballot itself is inserted into an envelope that is sealed. This envelope is inserted into a second envelope that is sealed. In the upper left hand corner of the second envelope, the voter prints and signs his or her name, address, and lot, or parcel, or Condominium number that entitles him or her to vote. The second envelope is addressed to the Inspector(s) of Election, who will be tallying the votes.

4.3 Owners may return their secret ballot by mail, hand deliver it to the meeting, or complete the ballot at the meeting; provided, only those ballots which are delivered to the Inspector(s) of Election prior to the polls closing shall be counted.

4.4 A Member may request a receipt for delivery.

4.5 The record date for purposes of voting shall be the date the ballots are mailed to all of the Members.

5. Campaigning

5.1 All candidates or members advocating a point of view during a campaign, including those not endorsed by the Board, shall be provided equal access to Association media, newsletters, or Internet Web sites (if any) for purposes that are reasonably related to the election. The Association may not edit or redact any content from these communications, but may include a statement specifying that the candidate or Member, and not the Association, is responsible for that content.

5.2 The Board may choose to provide a mailing of candidate statements with the notice of meeting and balloting materials. If the Board chooses to do so, the candidate statements should be submitted on 8 ½" x 11" paper, one sided, with a 1" border on all four sides. Font must be 12 point Times or Times New Roman.

5.3 All candidates, including those who are not incumbents, and all members advocating a point of view, including those not endorsed by the Board, for purposes reasonably related to the election, shall be provided equal access to any Common Property meeting space, if any exists, during a campaign at no cost.

6. Handling of Ballots

6.1 As secret ballots are returned to the Ballot Collector, the Ballot Collector shall check off on a sign-in sheet that a ballot has been received for such Condominium. The first secret ballot received for any Condominium shall be the ballot which is counted. Any subsequent ballots for the same Condominium which are received shall be deemed invalid and shall be discarded.

6.2 The sealed ballots at all times shall be in the custody of the Inspector(s) of Election or at a location designated by the Inspector(s) until delivered to the Inspector(s) at the meeting for the opening of the ballots and the tabulation of the vote. After the counting of the ballots and the certification of the election results by the Inspector(s) of Election, the ballots shall be transferred to the Association.

6.3 No person, including a member of the Association or an employee of the Property Management Company, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated.

6.4 After tabulation, election ballots shall be stored by the Association in a secure place for no less than one year after the date of the election. In the event of a recount or other challenge to the election process, the Association shall, upon written request, make the ballots available for inspection and review by members or their authorized representatives. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote.

7. Tabulation of Votes: Quorum Requirement

7.1 All votes shall be counted and tabulated by the Inspector(s) of Election in public at a properly noticed open meeting of the members or of the Board, at which a quorum of members or a quorum of Board members, as the case may be, must be present

7.2 The Inspector(s) of Election shall confirm that no more than one ballot was returned for each Condominium.

7.3 Any candidate or other member of the Association may witness the counting and tabulation of the votes.

7.4 In order for the vote for the election of directors to be valid, ballots must be returned by at least a quorum of the Owners as defined in the Bylaws or Declaration.

8. Announcement of Results

8.1 The results of the election shall be promptly reported to the Board of Directors and shall be recorded in the minutes of the next meeting of the Board of Directors and shall be available for review by members of the Association.

8.2 Upon certification of the election results by the Inspector(s) of Election, the newly elected Board members shall be deemed to have taken office.

8.3 Within fifteen (15) days after the election, the Board shall publicize the results of the election in a communication directed to all members.

9. Other Voting/Campaign Issues

9.1 Owners whose voting rights have been suspended in accordance with the Association's Governing Documents after notice and hearing shall not be entitled to vote.

9.2 Cumulative voting is permitted pursuant to the Bylaws.

9.3 Association funds may not be used for "campaign purposes" in connection with any board election. The term "campaign purposes" is defined to include, without limitation, (1) "expressly advocating the election or defeat" of any candidate that is on the ballot; or (2) "including the photograph or prominently featuring the name of a candidate on a communication" from the Association (except the ballot and voting materials and equal access communications sent pursuant to the Section, above, entitled "Campaigning").

AMENDED AND RESTATED ARCHITECTURAL GUIDELINES

ADOPTED: June 24, 2013

INTRODUCTION TO THE ARCHITECTURAL GUIDELINES

These Architectural Guidelines are designed with the goal of maintaining the aesthetic beauty, and preserving the safety, value and desirability of Park Homes and Lofts. By adhering to these Architectural Guidelines, which include guidelines and standards for all improvements as well as sound and noise attenuation guidelines, all Occupants will benefit from the beauty and enjoyment of Park Homes and Lofts. These Architectural Guidelines amend and restate in their entirety, and supersede, any earlier Architectural Guidelines related to the Community.

Except as permitted in the Declaration, no work constituting an "Improvement" as defined below shall be performed without the prior approval of the Architectural Committee. Prior to making any Improvements to a Condominium, an Owner must first submit a complete Architectural Application to the Board of Directors or Architectural Committee. The Board shall review and approve, or disapprove applications for Improvements to Condominiums and fulfill other requirements set forth in these Architectural Guidelines, the Declaration and the Master Governing Documents. The Association will determine if approval of the Playa Vista Design Review Committee is required for the Improvement. In addition, it is the Owner's responsibility to determine whether any building or other permit is required from the City of Los Angeles or County building or fire department or any government agency having jurisdiction and to obtain all such required permits prior to commencing construction.

After receiving written approval from the Board, the Playa Vista Design Review Committee (if required) and complying with ordinances and regulations of applicable governmental agencies, an Owner may install Improvements, or undertake the approved action. Please review these "Architectural Guidelines" prior to completing your application form to ensure the submittal is complete. In the event of a conflict between these Architectural Guidelines and the Declaration, the Declaration shall prevail.

If at any time you have any questions regarding the review process, please contact the Property Management Company.

PURPOSE

These Architectural Guidelines are not intended to restrict individual creativity or personal preference, but rather to assure and preserve the value, desirability, attractiveness and architectural integrity of Park Homes and Lofts.

APPLICABILITY TO DECLARANT

The limitations and/or requirements provided in these Architectural Guidelines do not apply to the Declarant and neither the Association, the Board nor the Architectural Committee, if such a committee is appointed, shall have any rights of review or approval with respect to any Improvements made by the Declarant.

SUBMITTAL OF APPLICATION FOR ARCHITECTURAL APPROVAL

Submittal of Application: Prior to the commencement of any Improvements within a Condominium, all Owners must first submit an application to the Property Management Company. The Board shall promulgate Architectural Standards for Improvements, which shall include the requirements for plans drawings and specifications to be reviewed by the Board. Owners will be responsible for any fees set by the Board for review of the Submittal Package (defined below) and any fees of outside consultants such as architects, engineers and contractors procured by the Board to review the Submittal Package or perform inspections at the request of the Board. At the time of submission of plans and specifications to the Board, such Owner must present estimates of the commencement and completion dates for the proposed improvements with the Submittal Package.

No tenant may submit a request for Improvements to a Condominium. Only the Owner of a Condominium may send a Submittal Package to the Board for review.

Improvements. The following types of work constitute an "Improvement" for which Board approval is required. The following list is by way of example only and prior Board approval shall be required for any similar work even if not specifically listed below:

- any alterations to the Common Area, including any Exclusive Use Common Area) including lighting, electrical, plumbing or drainage alterations;
- alterations to or replacements of the flooring in any Lofts Condominium;

- alterations to, adding new or moving any non-load bearing walls of any Condominium (moving, altering or removing any load bearing wall is strictly prohibited);
- any plumbing, electrical or other work which would result in the penetration of the unfinished surfaces of the ceilings, walls or floors;
- alterations to any existing electrical, HVAC/heating/duct work, plumbing, drainage, electrical, fire sprinkler or any other fire life safety system; and
- any other work which may impair or alter the structural integrity of the building or the Condominium(s) of the Community.

Failure to Obtain Approval: Failure to obtain the necessary approval from the Board, or failure to complete the Improvements in conformity with the plans and specifications and construction schedule, if applicable, approved by the Board, shall constitute a major violation of the Declaration and these Architectural Guidelines and may require modifications or removal of any work or improvement at the Owner's expense, in addition to any fines, assessments and/or surcharges against such Owner.

Combining Two Condominiums: Upon approval from the Board, where an Owner has acquired fee title to two or more contiguous Condominiums, the demising wall or floor between such two or more adjoining Condominiums may be removed to combine such Condominiums so as long the Owner adheres to the following requirements:

(a) outside consultants consisting of both an architect and structural engineer licensed in the State of California have approved the plans and specifications for such Improvements, (b) such Improvements do not adversely impact the structural integrity of the Community, do not contain any common utilities, and do not affect any other Condominiums or encroach upon any adjacent Condominiums or Association Property, and (d) the plans and specifications are otherwise in conformance with the requirements of the Declaration and these Architectural Guidelines. The combined Condominiums shall thereafter become one Condominium and such Condominium may not be divided at anytime in the future. However, any combining of two Condominiums as provided in this section does not affect an Owner's voting rights or any of its liabilities under the Declaration or other Governing Documents. Therefore, such Owner remains responsible for assessments and all other costs levied by the Association for each of its Condominiums as if the Condominiums were not combined.

Inspection: At anytime during construction of any approved Improvements, the Board (of any other party authorized by the Board) shall have the right to enter a Condominium to inspect the progress or completion, as applicable, upon giving twenty-four (24) hours written notice.

FIRE MONITORING SYSTEM

If any portion of the fire monitoring system for the Community must to be disconnected to install an Owner's approved Improvement, such Owner must first obtain approval from the Board and if approved, the Property Management Company who will coordinate the shut-off on the scheduled day(s). On the day shut-off is to occur, the requesting Owner must (i) check-in with the Property Management Company on the day the disconnection is to occur ("**Disconnection Day**") to confirm all arrangements are in place for the disconnection; and (ii) provide for a twenty-four (24) hour per day fire watch starting on the Disconnection Day and ending when the Property Management Company certifies in writing to the Owner that the fire monitoring system is once again operating. The Property Management Company must approve the persons or company responsible for the fire watch.

ARCHITECTURAL REVIEW SUBMITTAL REQUIREMENTS

Send requests to:

PH&L Community Association
c/o FirstService Residential
3415 S. Sepulveda Blvd, Suite 720
Los Angeles, California 90034
Telephone: (888) 448-9356
Email: Chris.Moran@fsresidential.com

ARCHITECTURAL REVIEW PROCESS AND PROCEDURES

Application for Approval: All applications for any Improvement requiring approval by the Board must be submitted in writing, together with the items described below ("**Submittal Package**") to the Property Management Company, who will forward the Submittal Package to the Board.

Delivery of Submittal Package: The Submittal Package may be delivered in person to the Property Management Company; if mailed, the Submittal Package should be sent in a manner where receipt for delivery can be obtained. This may include personal delivery, overnight courier or any method where the Property Management Company acknowledges receipt of the Submittal Package in writing.

Submittal Package: In order to expedite the approval process, the Submittal Package for any Improvement must include three (3) sets of each of the following:

1. Home Improvement Form (which are available from the Property Management Company's office)
2. Plans and specifications showing the location, nature, kind, shape, height and materials, including the color (for exterior improvements only) and any other requirements set forth herein clearly indicating all proposed modifications
3. Floor plans (only if you are requesting permission to remove or relocate a wall)
4. Description of materials and colors (for exterior improvements only) and material samples
5. A proposed construction schedule (including proposed start and completion dates)
6. Certificates of insurance for Service Providers (including contractors exclusions and proof of valid workers compensation insurance)
7. Any and all necessary permits and licenses, if applicable
8. The application-processing fee.
9. Names, addresses and phone numbers of all Service Providers who will work on your Condominium.

The Board will not review an application unless all required plans, forms, fees and information for the proposed Improvement(s) are included in the Submittal Package.

Plans and specifications for Improvements must be of sufficient completeness and clarity so that the Board will be able to make an informed decision with respect to the requested Improvements. Plans and specifications that are not of sufficient completeness or clarity, or that do not conform to applicable building codes will be rejected.

SUBMITTAL PACKAGE REVIEW FEES

1. **Application Processing Fee:** For each Submittal Package sent to the Board, the Owner must pay the application-processing fee of \$35 ("Application Processing Fee").
2. **Outside Consultant Fee:** The Board may also require an Owner to pay fees, costs or expenses associated with the review and approval of any plans and specifications by an independent consultant or by an architect procured by the Board, if needed. All structural improvements must be approved by a licensed architect, sound engineer and any other person reasonably required to evaluate the design.
3. **Inspection Fee:** The Board shall have the right, but not the obligation, to hire consultants or architects to inspect the construction of any approved Improvement at any time with twenty-four (24) hour prior written notice. Owners will be responsible for any fees or costs associated with such inspection. If such fees apply, the Board will notify the appropriate Owner and such Owner will be required to submit the additional fee(s) within ten (10) days after the request.

4. **Additional Fees:** Additional fees may be imposed if determined necessary, based upon the complexity or scope of the Submittal Package and/or to retain consultants. If such fees are determined necessary, the appropriate Owner will be notified by the Property Management Company and the Owner will be required to submit the additional fee(s) within ten (10) days after the request.

5. **Checks:** All checks should be made payable to the "PH&L Community Association".

Review of Application: The Property Management Company shall, upon behalf of the Board, review the Submittal Package to ensure that it contains all of the information, forms and fees required.

If the Submittal Package is complete, the Property Management Company will forward the Submittal Package to the Board. The Property Management Company may determine and notify the Owner that, based upon the proposed Improvements or the complexity of the proposed Improvements, additional review fees will be required. The Submittal Package will not be submitted to the Board unless the Submittal Package is completed and until such fees, if any, are paid. Failure to submit a complete Submittal Package or to include the appropriate fees, if any, with the Submittal Package will constitute an incomplete application, and the application will be returned to the submitting Owner for completion without review by the Board. The Submittal Package may be deemed complete by the Owner unless the Owner is informed otherwise by the Property Management Company, within ten (10) business days after delivery to the Property Management Company.

The Board will review the Submittal Package and will provide written notification of approval, approval with conditions, or disapproval of the proposed modifications to the Property Management Company. The Property Management Company will then provide written notice of the actions taken by the Board within thirty (30) days after such action is taken but not more than sixty (60) days from the receipt of the Submittal Package along with one (1) set of the Submittal Package, appropriately marked with the Board's action. If an Owner fails to receive notice of the action by the Board within the sixty (60) day period, then the Owner shall have the right to deliver a reminder notice in person or by certified mail, return receipt requested, to the Board and the Property Management Company. If the Owner fails to receive a response within fifteen (15) days after delivery of the Owner's reminder notice to the Board and the Property Management Company, the Submittal Package will be deemed approved.

The Architectural Committee shall review and approve or disapprove Submittals Packages solely on the basis of the considerations set forth in Section 5.3 of the Declaration. The Architectural Committee shall not be responsible for reviewing, nor shall its approval of any plan or design or other portion of a Submittal Package be deemed approval of, any such item from the standpoint of structural safety or conformance with building or other codes, which shall be entirely the responsibility of the applicable Owner.

If an Owner's proposal is not approved, or returned as incomplete, a revised Submittal Package may be submitted. Provided the re-submittal is prompt, and does not constitute a substantially revised proposal, the Board will attempt to review the re-submitted application within the initial sixty (60) day period. If the re-submittal is not prompt or includes substantially revised plans and specifications, an additional thirty (30) days may be required to complete the Board's review.

Approval by Master Design Review Committee: Certain major improvements must be approved by the Playa Vista Parks and Landscape Corporation Design Review Committee. If review by the Master Design Review Committee is required, the Board will notify the Owner when the Board provides the final approval of the Submittal Package. The Master Design Review Committee will require approval of the Board before they will review any improvement plans. Please contact the property management company for the Playa Vista Parks and Landscape Corporation for more information about improvement plans submittal requirements.

Diligence in Construction: Upon final approval of plans and specifications of any proposed Improvement and obtaining all necessary building permits, the Owner shall promptly commence construction and diligently pursue the Improvements to completion in compliance with the construction schedule provided in its Submittal Package. An Owner must notify the Board within seven (7) business days after becoming aware of any delays in the start or completion dates provided in its Submittal Package by delivering the Property Management Company written notice. However, if any date(s) as originally approved by the Board are delayed by more than sixty (60) days, such Owner may be required to submit a new Submittal Package reflecting its revised date projections. If a new Submittal Package is required by the Board, such Owner may be responsible for fees and deposits in connection with such new Submittal Package.

GENERAL CONDITIONS

Approval by the Board does not constitute waiver of the requirements of any governmental agencies. Architectural approval of plans does not constitute acceptance of any technical or engineering specifications, and the Association assumes no responsibility for such. The function of the Board is to review submittals for architectural design of Improvements, placement of Improvements, exterior color schemes, exterior finishes and materials and similar features that are recommended for use in the Community. All technical and engineering matters are the

responsibility of the Owner. In addition to the restrictions set forth in the Declaration and this Handbook, each Owner shall also comply with the following restrictions and guidelines in connection with any proposed Improvement:

1. **Building Permits:** The applicant shall obtain Board approval of any Improvements requiring a building permit prior to requesting such permit from the City. Any required building permits must be obtained by the Owner, at such Owner's expense. The Association assumes no responsibility for failure to obtain building permits. Obtaining such permits does not waive the Owner's obligation to obtain Board approval.
2. **Damage to Association Property:** An Owner shall be responsible for any damage to the Association Property or any Master Association owned property caused by such Owner or its Service Provider(s). All applicable charges for restoration will be charged back to the Owner by the Association and are due and payable within thirty (30) days after notification to the Owner. Failure to pay within the allotted timeframe may subject such Owner to additional fees.
3. **Structural Alterations:** No structural alterations to the interior of or Association Property surrounding any Condominium shall be made and no plumbing, electrical or other work which would result in the penetration of the unfinished surfaces of the ceilings, walls or floors shall be performed by any Occupant without the prior written consent of the Board.
4. **Effect of Approval:** Approval of plans is only authorization to proceed with the authorized Improvements to the Condominium owned by the applying Owner.
5. **Building Code Requirements:** It is the Owner's responsibility to ensure that proposed modifications are consistent with applicable building code requirements and all other local ordinances and/or requirements of applicable governmental agencies. No Improvements will be permitted that could impair the structural integrity or mechanical systems of the Community, or lessen the support of any portion of the Community.
6. **Mechanic's Liens:** No Owner may cause or permit any mechanic's lien to be filed against the Community for labor or materials alleged to have been furnished or delivered to the Community or any Condominium for such Owner, and any Owner who does so shall immediately cause the lien to be discharged within five (5) days after notice to the Owner from the Board. If any Owner fails to remove such mechanic's lien within the time specified, the Board may discharge the lien and charge the Owner a Special Assessment for such cost of discharge.
7. **Concrete Walls or Slabs:** No Owner shall drill, penetrate or otherwise tamper with the concrete or other structural components of the Community, including any Exclusive Use Easement Areas.
8. **Liability:** Neither the Board nor any member thereof shall be liable to the Owner for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans and specifications; (b) failure to obtain building permits; or (c) the construction or functioning of any Improvements.

COMPLIANCE WITH REQUIRED PROCEDURES

If any architectural change subject to Board approval is made without obtaining such approval, the Board may deliver a written notice of violation to the applicable Owner. The violation notice shall (1) specify a time period for removal of the unauthorized Improvement; (2) provide the corrective actions as determined by the Board and a timeframe to perform such corrective actions; or (3) pursue any other remedy available to the Association. Upon receipt of such notice, such violating Owner shall: (i) remove the unauthorized Improvement at its sole cost and expense; (ii) take the necessary corrective measures within the time period specified in the violation notice; or (iii) appeal in writing to the Board. If an Owner fails to appeal within fifteen (15) days after the receipt of such violation notice, the Owner will be deemed to have waived any right to appeal. Failure to remove such unauthorized Improvement or perform the corrective actions may subject such violating Owner to fines and other charges as determined by the Board.

Upon receipt of a written appeal, the Board shall stay the enforcement of any fine or imposition of any further fines until an appeal hearing has been concluded. Within thirty (30) days after a request for a hearing, the Board shall schedule an appeal at a time and date to be determined by the Board. The appeal hearing shall be conducted in an informal manner and such appealing Owner shall have the opportunity to present any information or evidence relevant to justify its Improvement or to have the applicable fine excused or mitigated. The decision of the Board rendered after such hearing shall be final.

DISAPPROVAL BY THE ARCHITECTURAL COMMITTEE (APPEAL)

If an Architectural Committee is appointed by the Board and the Architectural Committee disapproves any application or approves any application with conditions, the Owner submitting such application may appeal in writing to the Architectural Committee. The Architectural Committee must receive the written request for appeal not more than thirty (30) days following the disapproval decision of the Architectural Committee. The Architectural Committee will review and make comments to the written appeal which will be reviewed by the Board. Within forty-five (45) days

following receipt of the written request for appeal, the Board shall render its written decision. The decision of the Board shall be binding and final.

INSPECTION AND CORRECTION OF WORK

1. **Right of Inspection During Course of Construction:** Upon twenty-four (24) hours notice, the Board or a representative of the Board may enter and inspect the Condominium during the course of construction or installation of any Improvements for the purpose of inspecting such construction and/or installation to determine whether it is performed in substantial compliance with the approved plans and specifications, the contractor's guidelines and applicable governmental rules. Consent to such entries shall constitute a condition of approval of an application for an Improvement; provided, however the Board or its representative may not enter a Condominium without first obtaining permission of the Owner of such Condominium. Such permission shall not be unreasonably withheld by an Owner and must be given within forty-eight (48) hours of the request for entry.
2. **Notice of Completion:** Upon the completion of any construction or reconstruction of any work subject to these Architectural Guidelines, written notice of completion ("**Completion Notice**") thereof must be delivered to the Property Management Company, on behalf of the Board within seven (7) business days after such completion date.
3. **Inspection After Completion:** Within thirty (30) days after receiving the Completion Notice, the Board, or its duly-authorized representative, shall have the right to enter into Condominium, to inspect such newly completed Improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved plans and specifications. If the Board finds that such construction or reconstruction of such Improvement was not done in substantial compliance with the approved plans and specifications, it shall (1) deliver a written notice of non-compliance ("**Non-compliance Notice**") to the applicable Owner specifying the reason for the Non-compliance Notice, and provide a time frame in which such non-compliance must be corrected; or (2) commence legal proceedings to enforce compliance. If an Owner does not receive a Non-compliance Notice within thirty (30) days following the delivery of its Completion Notice as described herein, the Improvements shall be deemed to be in compliance with these Architectural Guidelines and approved by the Board.

ARCHITECTURAL STANDARDS

These standards are in addition to the standards set forth in the Architectural Guidelines and providing more detailed information necessary for certain types of Improvements.

LIGHTING (EXTERIOR)

No exterior electrical, gas or other artificial exterior lighting shall be installed, other than lighting initially installed by Declarant.

WINDOW COVERINGS AND TREATMENTS

1. **Acceptable Materials.** Window coverings may consist of draperies, shades or shutters. Aluminum foil or other similar material, bed sheets, paper, and the like may not be applied to windows, at any time.
2. **Prohibited Materials.** Exterior wrought iron or metal bars will not be approved by the Board and window tinting is not allowed on Condominiums.
3. **Color Consistency.** For any Occupant installed window coverings (not including any window coverings installed by Declarant), the color of curtains, drapes, shutters, blinds, and other window materials subject to view from the exterior of a Condominium must be consistent with the color scheme of the exterior façade of the Community.
4. **Exterior Screens.** No exterior screens are permitted except on windows which open and as provided by Declarant and replacements thereof with like screens. Screen doors are subject to approval of the Architectural Committee.
5. **Maintenance.** Each Occupant is responsible for the care and maintenance of its window coverings. Drapes, curtains, shutters, blinds, and all other window coverings, and all permitted screens, must be kept in good condition. Each Occupant will be required to replace shabby and torn materials/coverings exposed to the exterior.

STRUCTURAL LOAD CHANGES

Any modifications to a Condominium including, any Exclusive Use Easement Area, that might exceed the live load restriction for the building must be approved by a structural engineer and the Board. The requesting Owner will be responsible for any costs associated with such approval. These items include, without limitation, changes in flooring (i.e., installation of ceramic tile, marble, granite, hard wood, etc.) and the placement of pool tables, pianos, and large potted plants or trees, and aquariums.

FLOORING

No Occupant of a Lofts Condominium shall replace any hard-surface flooring (including, without limitation, tile or hardwood floors) unless the applicable Owner has obtained the prior approval of the Board. Any replacement of hardwood flooring permitted by the Board must include a sound control underlayment system. Installation of such sound control underlayment system shall include provisions for a perimeter insulation material which will ensure that impact noises are not transmitted into the Condominiums below the floor (either directly through the floor or by going around the floor and through the surrounding walls). The following are guidelines for flooring:

- STC and impact insulation class will be approximately 57 for carpet and pad.
- STC and impact insulation class will be a minimum of 55 for wood or tile.
- STC and impact insulation class for marble, travertine and other types of tile must comply with the minimum standard STC and impact insulation customary for such material as recommended by the Service Provider installing the flooring; provided, however, such standards are approved by the Board.

All floor areas within a Condominium shall be covered with materials designed to minimize noise transmission. The installation of carpet must also include the installation of padding if the Condominium is situated on any floor above any other Condominium(s) or any Association Property.

Failure to ensure that flooring material and installation procedures adhere to these requirements may require removal at the Owner's expense.

ADDITIONAL SUBMITTAL REQUIREMENTS FOR HARD-SURFACE FLOORING

Owners subject to these flooring restrictions must submit the following (in addition to meeting the above listed requirements) for any hard-surface flooring to the Board:

1. A construction drawing clearly indicating the type of flooring to be installed and the underlayment to be provided to mitigate against impact noises such as footfalls. The drawing must clearly identify all materials, their composition and thickness.
2. A plan view drawing of the hard surface flooring area indicating the location of all adjacent partitions, cabinets, etc., with referenced details indicating the method of isolating the hard surface flooring along the entire perimeter.
3. A copy of the installation instructions from the acoustical floor underlayment manufacturer.
4. The name, qualifications, and experience of the Service Provider who will install the hard surface flooring and acoustical underlayment with a listing of his experience in the installation of floors utilizing impact insulation materials.
5. The proposed individual(s) who will oversee the installation in order to verify that the installation is in accordance with the manufacturer's requirements.

SOUND AND VIBRATION ATTENUATION

Sound may be audible and vibrations may be felt between Condominiums, particularly where the sound level of the source is sufficiently high and the background noise in an adjacent Condominium is very low. Each Owner shall endeavor to minimize any noise transmission from its Condominium.

1. No holes or other penetrations shall be made in demising walls (party walls) without the prior approval of the Board. No penetrations of any sort shall be made in the ceiling of any Condominium. Acoustical sealant shall be packed around all holes made by nails or screws when hanging items from the wall.
2. No modifications shall be made to any Condominium that would result in a reduction in the minimum impact insulation class of the Condominium.
3. Speakers for music reproduction, televisions and other audio-visual devices shall not be supported from or contact demising walls and shall be elevated from the floor by a proper acoustic platform.
4. Pianos shall have at least one-half inch ($\frac{1}{2}$ ") neoprene pads under its legs to minimize vibration transmission into the structure of other Condominiums.

SIGNS

No sign or advertising media shall be displayed on or in a Condominium that is visible from the exterior, except the following:

1. One (1) "For Sale" or "For Lease" sign that is no larger than eighteen (18) inches by twenty-four (24) inches in size and shall be of a color and style authorized by the Board.
2. Any sign permitted or required by applicable laws.
3. Signs erected by Declarant for the purpose of developing, improving or selling Condominiums.
4. Any other sign or display authorized by the Board.

In addition, any sign must meet the requirements of the Playa Vista Parks and Landscape Corporation Community Guidelines and the Master Declaration.

PARK HOMES AND LOFTS

MISCELLANEOUS INFORMATION

PH&L RESPONSIBILITY MATRIX**ADOPTED: June 24, 2013**

Excerpt from Section 4.6.2 of the Declaration, as Amended by Certificate of First Amendment to Declaration of Covenants, Conditions and Restriction and Reservation of Easements for Lofts at Playa Vista and Park Houses at Playa Vista (the "First Amendment")¹

The Lofts at Playa Vista

MAINTENANCE ITEM	RESPONSIBILITY
General elements of the Unit	<p>The Association maintains structural elements of the building that extend within the Unit, such as bearing walls. The Association also maintains any utility installations contained within one Unit that serve other Units.</p> <p>The Association provides periodic pest control services.</p> <p>The Owner maintains everything else inside the Unit, including all interior doors and their hardware, wall surfaces, drywall, cabinets, floor coverings, ceilings, permanent fixtures, appliances, electrical outlets and switches, toilets, smoke detectors (including periodic testing and replacement of batteries) and washing machine water hoses. Each Owner maintains any intrusion alarm system serving the Owner's Unit.</p>
Unit entry door	<p>The Owner repairs and replaces the door and maintains the interior surfaces, the handle, locking mechanism, kick plates and performs any touch up painting on the exterior surface if necessary before the Association's periodic exterior painting.</p> <p>Owners are prohibited from rekeying the locks on the front doors to their Units. The locks must work with the master key kept in a knox box in the Community. Locks on front doors can only be replaced with locks approved by the Association that are consistent with the master key in the Community's knox box. This is a fire department requirement.</p>
Decorative Fireplaces in Some Units	<p>The Owner maintains the interior surface of the flue and firebox, including periodically removing soot, and maintains any gas pipes, logs and other contents of the firebox. These fireplaces are decorative and not designed to burn wood or other materials.</p>
Glass doors and screen doors serving the Unit	<p>The Owner maintains all [sic]² portions of these items, including the weatherproofing, sheathing, frame, the locking mechanisms and any glass.</p>
Windows serving the Unit	<p>The Owner maintains all portions of the windows including the frame, locking mechanism, window pane, screens, weather stripping, caulking, and sheathing.</p> <p>The Association is responsible for washing the exteriors of the windows that are not located in the Exclusive Use Area patios with such frequency as the Board determines is appropriate. The Owner washes the exterior of all windows as [sic] the Owner's Exclusive Use Area patio.</p>

¹ Revisions made in the First Amendment are shown as struck thru text, where text is deleted in the First Amendment, and underlined text, where language is added in the First Amendment.

² [sic] indicates the error is in the original.

MAINTENANCE ITEM	RESPONSIBILITY
Exterior light fixtures	The Association maintains the light fixtures located outside the Units which are actuated from switches controlled by the Association.
Exclusive Use Area patio	<p>The Association maintains the structural elements and periodically resurfaces and repaints the Exclusive Use Area patio.</p> <p>The Owner maintains any tile, paver or other materials located on the surface of the patio floor. The Owner must ensure that the drainage facilities are kept clear and that water does not pond on the Exclusive Use Area patio. Any potted plants in the patio must be maintained so that they do not stain the surface of the Exclusive Use Area patio and water does not pond under or around the pot.</p> <p>The Owner sweeps the patio regularly and keeps it free from debris and reasonably protected against damage.</p> <p>The Owner maintains any electrical outlets and switches in the Exclusive Use Area patio <u>and the light fixtures located outside the Units which are actuated from switches controlled from the Owner's Unit.</u></p>
Exclusive Use Area parking space	<p>The Association maintains the structural elements and periodically resurfaces and repaints the parking spaces.</p> <p>The Owner keeps the Exclusive Use Areas free from debris [sic] and reasonably protected against damage.</p>
Unit systems – Water pressure regulator, hot water heater, plumbing outlets and fixtures, furnaces, ducts, built-in appliances (microwave, range, and ovens), electrical wiring and circuit breakers	<p>No matter where they are located, the Owner maintains the portions that exclusively serve either (a) the Unit or (b) the Exclusive Use Area patio appurtenant to the Unit.</p> <p>The Association maintains both the portions serving multiple Units and the portions serving the Exclusive Use Area parking spaces. <u>The Association maintains dryer vents, including causing dryer vents periodically to be cleaned.</u></p>
Air conditioning compressor(s) and related equipment mounted on roof serving individual Units.	Owners maintain the [sic] all air conditioning compressors and related equipment; however, all work must be performed by a contractor approved by the Association.
Telephone wiring exclusively serving a Unit.	The Owner maintains.
Utilities	<p>The Association maintains (a) the utilities serving the Association Property, (b) utilities serving at least two Units, or Exclusive Use Area patios, (c) any utilities serving the Exclusive Use Area parking spaces, and (d) any other utilities which serve individual Units but which are subject to a common meter, such as potable water, irrigation water and fire sprinkler water and common (entry system) telephone lines.</p> <p>Each Owner maintains the separately metered utilities that exclusively serve the Owner's Unit or Exclusive Use Area patio. This includes all gas lines serving the Units that are not serviced by the gas company.</p>
Buildings housing the Lofts Units	<p>The Association maintains the structural components, elevators, building entry area, hallways, stairs and other building areas serving multiple Units, building exterior, and roofs.</p> <p>The Association operates, maintains and tests the storm water drainage facilities, the water quality systems and the methane venting and monitoring systems in accordance with Section 2.16.8 of this Declaration.</p>

PARK HOMES AND LOFTS

MAINTENANCE ITEM	RESPONSIBILITY
	The Association operates, maintains and tests the fire alarm and sprinkler systems. The Association maintains the trash chutes in the buildings.

Park Houses at Playa Vista

MAINTENANCE ITEM	RESPONSIBILITY
General elements of the Unit	The Owner maintains everything inside the Unit, including all interior doors and their hardware, interior wall surfaces, drywall, cabinets, floor coverings, ceilings, permanent fixtures, appliances, electrical outlets and switches, toilets, smoke detectors (including periodic testing and replacement of batteries) and washing machine water hoses. The Association has the responsibility to engage periodic pest control services. Each Owner maintains any intrusion alarm system serving the Owner's Unit.
Building Housing the Unit	The Association paints and maintains the exterior of the building and the roof, <u>including roof gutters and downspouts</u> . The Association maintains the structural components, chimneys and flues (excluding the interior surface). The Association operates, maintains and tests the storm water drainage facilities, the water quality systems and the methane venting and monitoring systems in accordance with Section 2.16.8 of this Declaration. The Association also operates, maintains and tests the fire alarm and sprinkler systems. Exclusive Use Area patios are located on the roofs of each Park House Unit For [sic] the portion of the roof that is part of the Exclusive Use Area, maintenance responsibility is as described in the paragraph above <u>below</u> regarding Exclusive Use Area patios. For the remainder of the roof, maintenance is as described for the building housing the Unit.
Elevator serving the Unit	The Owner maintains all parts of the elevator, including the cab, elevator call button, the motor, pumps and the cables. The Owner also maintains and repaints the elevator shaft and repairs damage to the walls surrounding the elevator shaft.
Unit entry doors	The Owner maintains the doors, including the interior and exterior surfaces, the handle, locking mechanism, kick plates and performs any touch up painting on the exterior surface as necessary.
Fireplace in the first floor Exclusive Use Area patio and fire place inside the Unit	The Owner maintains the interior surfaces of the flue and firebox, including periodically removing soot, and maintains any gas pipes, logs and other contents of the firebox and repairs minor damage to the surface of the fireplace. The Association replaces the structure.
Glass doors and screen doors serving the Unit	The Owner maintains all portions of these items, including the weatherproofing, sheathing, frame, the locking mechanisms and any glass.
Windows serving the Unit	The Owner maintains all portions of the windows including the frame, locking mechanism, window pane, screens, weather stripping, caulking, and sheathing and washes the windows.

MAINTENANCE ITEM	RESPONSIBILITY
Exterior light fixtures	The Owner maintains the light fixtures located outside the Units but which are actuated from switches controlled from, or separately metered to, the Owner's unit.
Exclusive Use Area Patios	<p>The Association maintains the structural elements and periodically resurfaces and repaints the Exclusive Use Area patio.</p> <p>The Owner maintains any tile, paver or other material located on the surface of the patio floor. The Owner must ensure that the drainage facilities are kept clear and that water does not pond on the Exclusive Use Area patio. Any potted plants in the patio must be maintained so that they do not stain the surface of the Exclusive Use Area patio and water does not pond under or around the pot.</p> <p>The Owner sweeps the patio regularly and keeps it free from debris and reasonably protected against damage.</p> <p>The Owner maintains any hose bibs, electrical outlets and switches, and the Owner must keep the drains clear of debris.</p>
Exclusive Use Area Garage	The Owner maintains the interior surface of the floors, ceiling and walls, permanent fixtures, electrical outlets and switches, the garage door opener, the interior surface and structure of the garage door. The Owner <u>Association</u> paints the exterior surface of the garage door.
Stairs outside of the Unit that exclusively serve the Unit	The Owners maintain the stairs that exclusively serve the Unit.
Unit systems –built-in appliances (microwave, range, and ovens), circuit breakers, ducts, electrical wiring, furnaces and other elements [sic] of the heating system, hot water heater, plumbing outlets and fixtures and water pressure regulator	No matter where they are located, the Owner maintains the portions that exclusively serve: (1) the Unit, (2) the stairs serving the Unit, (3) the elevator serving the Unit, and (4) the Exclusive Use Area patios and garages appurtenant to the Unit.
Air conditioning compressor(s) and related equipment serving individual Units.	The Owner maintains.
Telephone wiring exclusively serving a Unit.	The Owner maintains.
Utilities	Each Owner maintains the separately metered utilities that exclusively serve the Owner's Unit and Exclusive Use Area patio and garage. This includes all gas lines serving the Units that are not serviced by the gas company. <u>The Association pays for domestic water and related charges as a Proportionate Share Sub-component as provided in Exhibit E-1.</u> Each Owner pays separately for domestic water based on usage.

WATER INTRUSION AND MOLD POLICY**ADOPTED: June 24, 2013**

The Association has created the following information and hereby imposes the following requirements relating to water intrusion and any damage resulting therefrom, including mold and mildew within, Association Property and Condominiums at the Community.

1. The Federal Environmental Protection Agency guidelines specifically state that there is no practical way to eliminate all mold and mold spores in the indoor environment. Mold is found everywhere. The way to control indoor mold and mildew growth is to control moisture. As a result, each Occupant must take precautions to prevent the growth of mold in the Condominium.

2. Preventative measures include, but are not limited to, the following: (1) regular cleaning of the Condominium; (2) frequent checking for accumulated moisture in corners and unventilated areas; (3) running fans, dehumidifiers and air conditioners to reduce indoor humidity, especially in kitchens and bathrooms; (4) stopping the source of any leak or flooding; (5) removing excess water with mops or a wet vacuum; (6) moving wet items to a dry place; (7) regularly cleaning and disinfecting indoor and outdoor surfaces; (8) having major appliances, such as furnaces, heat pumps, central air conditioners, ventilation systems and furnace-attached humidifiers, inspected, cleaned and serviced regularly by a qualified professional; and (9) cleaning the refrigerator, air conditioner and dehumidifier drip pans and filters regularly and ensuring that refrigerator and freezer doors seal properly. Further, Occupants shall have the affirmative obligation to eliminate any potential source of moisture that would breed the growth of mold or mildew. For example, all sinks, bathtubs, toilets and related drips or overflows must be emptied, cleaned and affected areas dried within twenty-four (24) to forty-eight (48) hours.

3. NOTE: It is the Condominium Owner's responsibility to monitor the Condominium on a continual basis for excessive moisture, water, mold and mildew accumulation, to prevent such conditions, and to address immediately such conditions should they occur. The Association will not be responsible for water damage absent a showing of negligence, if the water emanates from an area that is under the Association's control and/or is maintained by the Association, provided that proper and timely notice is provided to the Association pursuant to this policy. For example, the Association generally will not be responsible for moisture-related damage if it emanates from a leak from a roof, window leaks, plumbing in the walls, sink or toilet backups that are a result of blockage in an Association Property pipe that is the Association's responsibility to maintain, and Association Property planter boxes, except upon a showing of negligence. The Association will not be responsible for water or moisture damage caused by a leaking or dripping plumbing fixture or appliance (including a shower pan) or an overflow from a sink, toilet or bath tub/shower, as those areas/items are the Owner's responsibility.

4. Immediately report all water leaks to the Property Management Company, on behalf of the Board. The Association will only be responsible for water damage if the moisture intrusion or leak is reported to the Association, in writing, within twenty-four (24) hours of the Owner's discovery of the moisture intrusion leak. If an Occupant allows water damage or moisture to remain in the Condominium for longer than twenty-four (24) hours, the Association cannot be held responsible for resulting damage, including discoloration, mold or mildew that develops.

5. Should an Occupant fail to maintain the Condominium in violation of the Governing Documents and California Civil Code §1364(a) or fail to report water intrusion within the Condominium in a timely manner and water damage and/or mold or mildew growth results, the Occupant must allow the Association and its agents access to the Condominium as needed to effectuate repairs within the Condominium and to prevent potential damage to other Condominiums, Association Property. The cost of such repairs will be charged to the Owner in the form of an Enforcement Assessment in accordance with the Governing Documents of the Association and California Civil Code §1366 and §1367.1.

6. Occupants are encouraged to obtain their own insurance to cover water and moisture damage to the interior of the Condominium, personal property and liability for damage to the Association Property or another Condominium. Please refer to the Maintenance Guide and the Governing Documents for further information.

SATELLITE DISH AND ANTENNA POLICY

ADOPTED: June 24, 2013

1. Areas Under an Owner's Exclusive Use and Control.

(a) Dishes. Consistent with the Declaration, Satellite dishes and antennae designed to receive video programming services via multi-point distribution services may be installed in an area under an Owner's exclusive use or control so long as such antennae and satellite dishes are (i) thirty-six (36) inches or less in diameter, (ii) installed in the least visually obtrusive portion of an Owner's property where an acceptable quality signal can be received, so long as such installation is not unreasonably expensive, and (iii) either screened from view or painted to match the surrounding area so as to blend in with the surrounding area, so long as such screening or painting is not unreasonably expensive.

(b) Broadcast Antennae. Antennae designed to receive television broadcast signals may be installed in an area under an Owner's exclusive use or control so long as (i) an acceptable quality signal cannot be received via an indoor antenna (e.g., "rabbit ears," etc.), (ii) the antenna used is the smallest size available at a reasonable cost that receives an acceptable quality signal, and (iii) the antenna is installed in the least visually obtrusive portion of an Owner's property where an acceptable quality signal can be received, so long as such installation is not unreasonably expensive.

(c) No Installations by Tenants. Only Owners may install satellite dishes and/or antennae as set forth in this Satellite Dish and Antenna Policy ("**Satellite Policy**"). If an Owner permits its tenant to install a satellite dish or antenna, this Satellite Policy form must be filled out by the Owner of the leased Condominium and such Owner will be responsible for ensuring its tenant complies with all the requirements of this Satellite Policy.

(d) Notification. After installing an antenna or satellite dish pursuant to Paragraph (a) or (b) above, the Owner must complete and submit a Notification form to the Association. The Association will inspect the antenna or satellite dish to determine compliance with the above requirements.

(e) Locations That Are Under an Owner's Exclusive Use or Control. In addition to the interiors of the Condominiums, the areas that are under an Owner's exclusive use or control are the patio or balcony areas (otherwise referred in the Community Handbook and the Declaration as an Owner's "**Exclusive Use Easement Area**"); provided however, that Occupants may not penetrate the ceilings, walls or floors of its Exclusive Use Area for such installation.

2. Areas Not Under an Owner's Exclusive Use or Control.

Owners are not permitted to install satellite dishes or antennae in areas that are not under the Owner's exclusive use or control. Such areas include portions of the Association Property, including without limitation, any landscaped areas, the Building's roof and the exterior of the Community. In the event of a conflict between this policy and the Declaration, the language in the Declaration will prevail.

All satellite dish and/or antenna installations must comply with this Satellite Policy. By signing below, you acknowledge that you have read this Satellite Policy carefully and represent to the Association that your installation fulfills all the requirements. This form must be submitted to the Association within seven (7) business days after installation of a satellite dish or antenna.

Signature of Owner: _____ Date Form Compiled: _____

Name of Owner: _____ Date of Scheduled Installation: _____

Address: _____ Home Phone: _____

Condominium No.: _____ Mobile Phone: _____

Type/Model of Satellite dish or antenna: _____ Diameter of satellite dish: _____

Satellite dish or antenna planned location: _____

Is a sketch of the proposed location relative to building attached? ☐ Yes ☐ No

Is satellite dish or antenna installed on a freestanding base, pole, or tripod? ☐ Yes ☐ No

Do any wires or conduits penetrate the window systems or structure? ☐ Yes ☐ No

Is satellite dish or antenna screened? ☐ Yes ☐ No

Is satellite dish or antenna painted to match the Building surface or blend with surrounding? ☐ Yes ☐ No

UPON COMPLETION OF THIS FORM, IT IS THE OWNER'S RESPONSIBILITY TO FAX, DELIVER OR MAIL THIS FORM TO THE PROPERTY MANAGEMENT COMPANY.

PARK HOMES AND LOFTS MOVE-IN/MOVE-OUT PROCEDURES**ADOPTED: June 24, 2013**

Owner Responsible for Damage to Association Property; Trucks. The Owner shall be responsible for any damage to Association Property caused by or resulting from a move-in or move-out of such Owner's Condominium. Moving trucks may not block traffic on any streets. **No vehicle over 6'10" in height may enter the parking garage.**

LOFTS MOVE-IN/MOVE-OUT PROCEDURES

1. **Prior to Your Move; "Mini – Moves"**. TO INSURE PROPER SCHEDULING, PLEASE CONTACT THE PROPERTY MANAGEMENT COMPANY AT YOUR EARLIEST OPPORTUNITY TO RESERVE A TIME(S) FOR YOUR MOVE-IN. At that time you should review any questions that you might have regarding these move-in procedures. You must also submit a Move-In/Move-Out Agreement located in the forms section of this Handbook PRIOR to your move. These procedures, except for the times you may move, shall not apply to "mini-moves" consisting of items which will be transported in one elevator trip such as furniture deliveries. However, the Occupant will be responsible for any damage, repair, cleaning, losses or other liabilities resulting from such mini-move and must ensure that the mover **does not block the elevator doors open at any time.**

2. **Moving Fee, Deposit and Scheduling.** Each Occupant must schedule their move-in date. At the time you schedule your move, you must sign the Move-In Agreement stating that you understand that a **\$200 NON-REFUNDABLE FEE** must be delivered to the Property Management Company five (5) business days prior to the move together with a **\$500 REFUNDABLE DEPOSIT**. The \$200 non-refundable moving fee is to pay for an Association representative to be on-site during the move and covers a four (4) hour moving window. Owners will be charged \$50 per hour for any move lasting longer than four (4) hours. By way of example, if an Owners' move takes six (6) hours, the Owner will be charged \$300 for the move and \$400 for an eight (8) hour move. In the event the Association elects to not have a representative on site during your move, the fee will be refunded to you. Most moves will require an Association representative be on site during the move. The \$500 deposit is applicable to all damage, repair, and cleaning of the Association Property, replacing Association provided elevator pads and keys if they are not returned, losses or other liabilities and charges incurred as a result of the move. Additionally, the Owner accepts total responsibility for the cost of any damage, repair, cleaning, losses or other liabilities that may exceed the amount of the deposit. If no damage, repair or cleaning of the Association Property is required because of Owner's or Owner's tenant's move, the \$500 deposit will be returned to the Owner.

A CHARGE OF FIVE HUNDRED DOLLARS (\$500) WILL BE LEVIED IF A MOVER, OWNER OR RESIDENT ATTEMPTS TO BEGIN A MOVE IN/OUT WITHOUT A PRIOR RESERVATION AND SUCH MOVE WILL NOT BE PERMITTED TO PROCEED.

1. **Times You May Move.** Move-in/Move-outs will be conducted between 8:00 a.m. and 8:00 p.m. Monday through Friday, and 9 a.m. to 8 p.m. Saturdays and Sundays, except for the following Holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Yom Kippur and Christmas Day. An appointment to schedule a move-in or move-out of the building must be made five (5) business days in advance of the move. Please call the Property Management Company to schedule moves and deliveries. Only one move is allowed at a time and only if scheduled by through the Property Management Company.

2. **Your Moving Company.** Please choose your moving company carefully. You, as the Owner or tenant, are fully responsible for any damage done to the Association Property during your move. Because of this liability, all moving companies obtained by an Owner must carry their own insurance to cover such damage. You or your moving company must deliver a current certificate of liability and workers' compensation insurance, naming the Association as an additional insured, to the Property Management Company. No moving company will be permitted entry into the Community without first providing such certificate of insurance. If you plan to move from out-of-state, please either use a destination (local) agent for the company or instruct the driver to call the Property Management Company a minimum of five (5) days in advance to coordinate the time of arrival.

Residents who wish to move in without using a professional moving company may do so providing they meet all the requirements of the moving companies, i.e., scheduling the move five (5) business days in advance of the move and accompanying the Association's representative on walk-through before and after the move.

Please provide the moving company with a copy of the **Memo To Moving Company Personnel** which may be obtained from the management office so that they have a clear understanding of Park Homes and Lofts' moving requirements.

3. **Insurance.** Although, the Association has no obligation to pursue any costs for damage caused by an Owner's delivery/move from any party other than the applicable Owners, the Owners may be able to make a claim against the delivery/moving company who caused the damage in the amount charged to such Owners by the Association. Thus,

it is important each Owner confirms that the delivery/moving company used or any individual involved in the move is properly insured to cover such costs. All Owners are advised that they should ensure their tenants comply with this provision since the Association will charge the applicable Owner all such costs since a tenant is not a member of the Association and all Owners are responsible for the actions of their tenants. Each Owners acknowledges and accepts the Association has no obligation to assist any Owners in making such a claim and claims made against a delivery/moving company or any other individual involved in a delivery/move is at each Owner's discretion.

4. On the Day of Your Move – Prior to the Move

a. Make sure your moving company is on time and stays within your calendared date and time for your move. If they fall outside of your reserved time, then your time will have to be rescheduled at the Owner's costs.

b. All moving trucks must be parked in the areas designated by the Association. As certain areas must be kept free of parked vehicles it is essential that the arrival time and size of moving vans be confirmed with the Property Management Company. If you have any questions or concerns about the size of the vehicle you intend to use, please discuss this matter with the Property Management Company PRIOR to the day of your move. Moving vans may not be parked in any manner which blocks pedestrian and vehicular access to the Community. The Board may limit the size of moving trucks allowed in the Community given access to the Community.

c. THE ASSOCIATION WILL PROVIDE PROTECTIVE PADDING ON THE ELEVATOR WALLS. THE MOVING COMPANY IS RESPONSIBLE FOR ENSURING THE PROTECTIVE PADDING IS PLACED ON AND REMAINS ON THE ELEVATOR WALLS AND RETURNED TO THE ASSOCIATION ON COMPLETION OF THE MOVE. THE MOVING COMPANY MUST PROVIDE PROTECTIVE COVERING FOR THE (i) FLOOR OF THE ELEVATOR, AND (ii) THE TILE FLOORS AND CARPETED HALLWAYS DURING THE MOVING PROCESS. IT IS THE MOVER'S RESPONSIBILITY TO INSURE THAT THESE ARE IN PLACE PRIOR TO BEGINNING THE MOVE. NO MOVES WILL BE PERMITTED IF THE PROTECTIVE COVERINGS OR MOVING BLANKETS ARE NOT FULLY IN PLACE. THE OWNER IS RESPONSIBLE FOR ALL COSTS FOR REPAIRS NECESSITATED BY THE MOVE.

d. The Association inspector, moving Resident and moving company representative will meet and do the following:

- i. Make sure the appropriate protective coverings are in place prior to the move.
- ii. The Association inspector will confirm that the Owner and the moving company has read and understands the moving policy.
- iii. Walk the route of the move to inspect the Common Property walls, walkway, etc. for damage that may already exist prior to the move. Any damage should be noted on the Move-in/out Inspection Sheet found in the forms section of this Handbook. The Association inspector will take photographs of any damage.
- iv. The Association representative will provide the moving company with a key to hold the elevator during loading and unloading. This will require the moving company or Resident undertaking the move leave the Association representative a valid state issued driver's license, which will be returned when the key is returned.
- v. The inspector will confirm that the moving truck is parked in the Association designated spot for moving trucks and that no doors are being propped open during the move.
- vi. Elevator doors must not be propped or manually held open at any time as this will damage the elevator components and may cause the elevator to fail.

5. On the Day of the Move - After Your Move

a. At the end of the move the Association Property must be cleared of all debris. All trash and debris must be carried off-site on a daily basis by you or your moving company. Please contact the Property Management Company for further details. Any Owner who disregards this regulation by leaving packing materials and boxes in the Association Property will be required to cover the cost of having a contractor remove this nuisance and fire hazard. **No moving materials may be placed in the common trash dumpster.**

b. The Association Inspector, moving Resident and moving company representative will walk the same path taken in the pre-move walk to determine if any damage was caused to the Common Property by the move. Any damage will be noted on the Move-in/out Inspection Sheet. The Association inspector will take photographs of any damage.

PARK HOMES AND LOFTS

FORMS

PARK HOMES AND LOFTS CONDOMINIUM RENTAL FORM

RE: Condominium(s) #: _____

Address: _____

In accordance with the PH&L Community Association Rules Owner is intending to lease the Owner's Condominium subject to the terms and conditions of the Governing Documents and the Master Governing Documents.

Owner is to provide a copy of the Governing Documents and Master Governing Documents prior to the leasing of 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 and the Master Governing Documents.

With this form, and pursuant to the requirements of Association Rules, Owner shall provide to the Property Management Company a completed **"Owner and Resident Contact Information / Fob & Key Request Form"**, including the names of and contact information for the tenants.

AGREED AND ACCEPTED:

Condominium Owner:

Signature_____
Printed Name

Unit Number or Address of leased Condominium:

Date: _____

Effective Date of Lease: _____

UPON COMPLETION OF THIS FORM, IT IS OWNER'S RESPONSIBILITY TO FAX DELIVER OR MAIL THIS FORM WITH THE COMPLETED OWNER AND RESIDENT CONTACT INFORMATION/ FOB & KEY REQUEST FORM TO THE PROPERTY MANAGEMENT COMPANY.

PARK HOMES AND LOFTS MOVE-IN/MOVE-OUT AGREEMENT

(Signed by Owner)

Please read, sign and return this Move-In/Move-Out Agreement to the Property Management Company PRIOR to beginning any move.

I have read the Move-In/Move-Out Procedures for Park Homes and Lofts located within the Handbook for Park Homes and Lofts. I understand and agree that if damage is incurred as a result of my move, I will accept total responsibility for the cost of any damage, repair, cleaning, losses or other liabilities. I further understand and agree that if my Move-In/Move-Out requires more than the allotted time that it may be interrupted to allow other scheduled moves.

I understand and agree to all terms as described in the procedures.

UPON COMPLETION OF THIS FORM, IT IS THE OWNER'S RESPONSIBILITY TO FAX, DELIVER OR MAIL THIS FORM TO THE PROPERTY MANAGEMENT COMPANY.

Name

Date

Signature

Condominium No. _____

PARK HOMES AND LOFTS MEMO TO MOVING COMPANY PERSONNEL

TO: MOVING COMPANY PERSONNEL

FROM: PH&L Community Association

SUBJECT: MOVE-IN POLICIES OF PARK HOMES AND LOFTS

These policies should be reviewed by the Moving Company Supervisor prior to the move. Park Homes and Lofts will only allow moving companies on the property who will cooperate in keeping the building secure and the property damage-free. If any access keys provided by the Association or Property Management Company is lost by the moving company, the moving company will be responsible for all expenses involved with re-keying, including replacement of cylinders as may be necessary.

In order to make the move go smoothly for you, your customer and Park Homes and Lofts, please make note of the following policies. If you have any questions about these, policies, please contact the Property Management Company prior to the move.

1. Prior to any Move-In, the moving company must supply the Association with a current Certificate of General Liability and Workers' Compensation Insurance for a minimum of \$1,000,000 before the move may start. The certificate(s) must name the Association as an additional insured in the Certificate Holder box at the bottom of the insurance form.

Please mail the certificate to:
PH&L Community Association
c/o FirstService Residential
3415 S Sepulveda Blvd. Suite 720
Los Angeles, California 90034
Telephone: (888)448-9356
Email: Chris.Moran@fsresidential.com

The certificate may be faxed to the number above.

2. A representative of the Association may walk with the moving company supervisor from the point of entry to the building, to the elevator and to the Owner's Condominium. During this initial walkthrough, any existing damage will be noted on the Move-in/out Inspection Sheet and signed by the moving company representative, Resident and the Association's representative. Either the moving resident or a representative of the moving company will be required to leave with the Association representative a valid driver's license, which will be returned when the elevator key is returned to the Association representative.

3. NO FURNITURE, BOXES, ETC., ARE TO BE LEFT IN THE COMMON AREAS.

4. CEILINGS MAY NOT BE REMOVED FROM THE ELEVATOR. It is the responsibility of the mover to check the actual dimensions of the elevator cabs prior to loading large items into the elevator to prevent damage to the elevator cab finish.

5. IT IS THE RESPONSIBILITY OF THE MOVER TO PROVIDE MASONITE SHEETS TO PROTECT THE FLOORING BETWEEN THE TRUCK AND THE ELEVATOR AND BETWEEN THE ELEVATOR AND THE CONDOMINIUM DURING THE MOVING PROCESS AND TO ENSURE ASSOCIATION PROVIDED WALL PADS OR OTHER PROTECTION IS PLACED ON THE ELEVATOR WALLS. NO MOVE CAN BEGIN UNTIL THESE PROTECTIVE COVERINGS ARE IN PLACE.

6. UNDER NO CIRCUMSTANCES MAY FURNITURE OR OTHER BELONGINGS BE DRAGGED ACROSS THE HALLWAYS OR OTHER ENTRY AREA FLOORS. Dollies or handtrucks must be used at all times. The Association's equipment (dollies, handtrucks and vacuums) will not be provided by the Association.

7. Moves are scheduled from 8:00 am to 8:00 pm, Monday through Friday and 9 am to 8:00 pm, Saturday and Sunday. No moves are allowed on certain holidays.

8. When the move is completed, the walkthrough inspection will be repeated and any new damage noted at that time and acknowledged by the signature of the moving company supervisor and the Association's representative. Refusal of the moving company to sign the walk-through inspection does not relieve the moving company of responsibility for any damage incurred.

9. Should a moving company disregard any of the above policies, his/her moving company will not be allowed future access to the Community.

PARK HOMES AND LOFTS MOVING PROCEDURES ACKNOWLEDGMENT FORM

(Signed by Owner's Moving Company)

I have read, understand and agreed to fully comply with the Move-In/Out Policies of Park Homes and Lofts. Without limiting the foregoing, I agree that the company specified below will (a) be required to register with the Property Management Company and provide certificates of insurance prior to any Move-In or Move-Out, (b) park in the designated parking area, (c) be required to return any keys provided by the Property Management Company or homeowner, and (d) be responsible for any damage caused to Park Homes and Lofts Community as a result of the move. I further acknowledge that the Property Management Company may (but should have no obligation to) take photographs before and after the move to document the property condition before and after the move.

This form is to be signed by the supervisor assigned to the move by the Moving Company and returned to the Property Management Company prior to any move-in or move-out.

Signature of Moving Company Supervisor

Date

Printed Name of Signer

Moving Company Name

Resident's Name

Condominium # _____

PARK HOMES AND LOFTS MOVE-IN/OUT INSPECTION SHEET

Name of Resident Moving: _____ Self Move: Y/N (Circle One)

Contact Information of Resident Moving: _____

Name of Owner (if tenant moving): _____ Condominium No: _____

Contact Information of Owner: _____

Moving Company: _____

Date and time of move: _____

Route to be taken from street to Condominium during move: _____

Inspection of route from moving van to the Condominium. Note damage here **PRIOR** to the start of the move:

List photographs taken by the inspector of the damage PRIOR TO the start of the move:

Signature of Parties:

Association Inspector (date)_____
Resident (date)_____
Moving Company Representative (date)_____
Owner (if tenant moving) (date)Inspection of route from moving van to the Condominium: Note damage here **AFTER** the move:

List photographs taken by the inspector of the damage **AFTER** the move:

Signature of Parties:

Association Inspector (date)_____
Resident (date)_____
Moving Company Representative (date)_____
Owner (if tenant moving) (date)

PARK HOMES AND LOFTS SERVICE PROVIDER REQUIREMENTS FORM

Condominium Number: _____

Owner: _____

Service Provider: _____ ("Service Provider")

The Service Provider's field foreman must also be given a copy of these rules and regulations at the start of each job. The Owner of the Condominium in which work is being done, and the applicable Service Provider, are each responsible for ensuring that the following requirements are adhered to:

- At NO time will any alcohol or drugs be allowed anywhere on the premises.
- There will be absolutely NO eating or drinking or sunflower seeds inside the buildings. Each Service Provider on a daily basis will clean up their area where they have lunch or breaks outside the building. Owners allowing Service Providers to violate this rule will be charged for the clean up of Park Homes and Lofts.
- Proper attire is required; this includes shoes, sleeved shirts, etc.
- Parking at an occupied building will be limited to a designated area by the Association.
- There will be NO radios on the construction site. For safety reasons, NO headphones will be allowed.
- There will be absolutely NO smoking inside any building. Anyone using chewing tobacco, abusive language, or spitting anywhere on the property will be asked to leave the Community.

Offenses that will result in an immediate request for discharge include, but are not limited to the following:

- Violating any federal, state or local statutes or safety codes while working at the property.
- Possession of weapons or firearms while on the property.
- Physically abusing or harming any individual who resides, works at or visits the property.
- Duplicating any keys used in the building.
- Providing building access at anytime to anyone not authorized by the Owner of a Condominium or the Association.
- Storage of flammable substances in the building unless approved in writing by the Association.
- Failure to manage work in accordance with the approved building codes and regulations.

The Service Provider or someone representing the Service Provider must be present at all times on site when construction is taking place. Any damage caused by a Service Provider or any subcontractor or worker to Association Property or any other Condominium is the Owner's responsibility. All damage must be reported immediately to the Property Management Company with a schedule of when repairs will be promptly completed. If the damage is not repaired in a timely manner, the Association may make the repairs and charge the Owner for such cost as a Special Assessment. The Owner will be liable for the actions of its, or its tenants or Residents, Servicer Provider or any subcontractor or worker.

Working hours are limited to Monday through Friday, 8:00 am to 5:00 pm, and Saturday from 9:00 am to 5:00 pm. No work shall be allowed on Sundays or the following holidays: Christmas Day, New Year's Day, Easter Day, Memorial Day, Labor Day, the 4th of July, Thanksgiving Day, Rosh Hoshanah, Yom Kippur or Chanukah. There will be a \$100 per occurrence fine for work outside of authorized days and times. For removal of demolition, furnishings, etc. prior permission must be obtained from the Association and must be completed during the normal business hours of 8:00 am to 5:00 pm.

Service Providers and their employees/subcontractors are not permitted to use any vacant space for material storage other than the Condominium owned by the Owner that the Service Provider is performing work for.

There will be absolutely no materials left in the Association Property for any period of time. All materials brought into the building will be immediately taken into the applicable Condominium. Electric cords, construction equipment, material or supplies shall not be left in public hallways or on Association Property and may not be stored on Exclusive Use Common Areas. All floor areas are to be protected with runners from the elevator to the Condominium at the

start of work each workday. Floor coverings are to be removed and all public corridors are to be cleaned at the end of each workday.

Service Providers shall not use Association water or electricity. The Service Provider shall provide lifting or hoisting equipment as necessary. No painting, sawing, sanding, nailing or any other work may be performed outside of a Condominium. No liquids or any kind are to be poured onto the landscape areas.

Clean up of tools and equipment (drywall taping tools, paint brushes, and rollers, etc.) will not be done in the Association Property. All Service Providers are required to clean the job site on a daily basis. All construction debris and trash must be removed by the Service Provider from the Community at the end of each workday. **NO CONSTRUCTION DEBRIS MAY BE DISPOSED OF IN THE TRASH CHUTES OR COMMUNITY TRASH BINS.**

The contractor is responsible for making sure that the Property Management Company, alarm companies and fire and methane system monitoring companies are notified prior to starting work each day.

In regards to work that creates excessive dust or odor, i.e., demo, painting, sanding, sweeping, the Service Provider is responsible for covering return air intakes on C.A.V. boxes, F.P. boxes, V.A.V. boxes and mechanical room boots, with PPL approved filter media (1` fiberglass filter UL classified class 2 for flame retardants).

All smoke detectors must be bagged and UN-bagged daily in construction areas.

Service Providers and Service Providers' personnel shall treat all Owners and tenants with utmost courtesy and respect. Any problems or special requests from tenants are to be immediately reported and/or referred to the Association.

If the Service Provider wishes to provide a construction dumpster for all of their construction activities prior arrangements must be made in advance with the Property Management Company. There is no guaranty that a construction dumpster will be permitted. If allowed, protection is required on the base of the construction dumpster to insure that the wheels of the dumpster or legs of the dumpster do not damage the parking garage or street.

At NO time will any pets be allowed anywhere on the premises and workers will be denied entry if they have a pet with them.

Workers are prohibited from creating nuisance noise unrelated to the construction work.

Service Provider and Owner shall ensure that all personnel have a thorough comprehension of these work rules and policies.

Service Provider and Owner hereby agree to abide by the rules and regulations set forth in this Service Provider Requirements Form. Service Provider and Owner acknowledge and agree that any violation of any of the provisions of this Form may result in fines, charges and/or the ability of the Association to refuse entry to the Service Provider.

Acknowledged and Agreed:

Service Provider:

Owner:

Name: _____

Name: _____

Title: _____

Company: _____

License No.: _____

Name: _____

[attach insurance certificate]

Date of Work: _____

Unit No. or Address: _____

UPON COMPLETION OF THIS FORM, IT IS THE OWNER'S RESPONSIBILITY TO FAX, DELIVER OR MAIL THIS FORM TO THE PROPERTY MANAGEMENT COMPANY.

PARK HOMES AND LOFTS SALE, LEASE OR EXCHANGE OF PARKING SPACE

All record Owners (for example, husband and wife/all joint tenants/all tenants in common) of a Condominium must agree to the sale/exchange or lease of its Assigned Parking Space and all such record Owners must sign this form. Please submit proof of ownership with this form.

Owner: _____

Owner: _____

Condominium No.: _____

Action: _____ (sale, exchange or lease)

Assigned Parking Space No.: _____

The above named Owner has _____ (sold, exchanged or leased) his, her or its above referenced Assigned Parking Space Number _____, to:

Owner: _____

Owner: _____

Condominium No.: _____

Action: _____ (sold, leased or exchanged)

Assigned Parking Space No.: _____

If a lease, the lease commences on _____ and expires on _____ ("Lease Term").

The above named Owners/Residents acknowledge and agree that only Residents of Park Homes and Lofts have rights to use an Assigned Parking Space. As such, the right to use a parking space cannot be separated from residency at Park Homes and Lofts. If parking spaces are tandem, then they cannot be separated. The tandem spaces must be used by the same Owner.

By signing this agreement, the above named Owners acknowledge and agree that this form affects their rights to use the above referenced Assigned Parking Space (indicate which) for the Lease Term referenced above, or in the case of an exchange or sale of Assigned Parking Space, forever. The parties further acknowledge and agree that the agreement contained herein is binding on all future Owners, tenants, and other successors and assigns. The parties hereby authorize the Association to change the records of the Association to reflect the agreement contained herein and release the Association from any claims arising from such change in Association records.

Signature: _____ Condominium #: _____ Date: _____

Print Name: _____

Signature: _____ Condominium #: _____ Date: _____

Print Name: _____

Signature: _____ Condominium #: _____ Date: _____

Print Name: _____

Signature: _____ Condominium #: _____ Date: _____

Print Name: _____

PARK HOMES AND LOFTS RULES VIOLATION REPORT FORM

TO: PH&L Community Association

FROM: _____

DATE: _____

SUBJECT: Alleged Rules Violations

Date of Alleged Violations: _____

Nature of Alleged Violations (include a detailed description of which rule or CC&R provision was violated and exactly how the rule was violated): _____

Alleged Violating Owner: _____ Condominium or Parking Space No. _____

****Note – any violation of the Master Governing Documents within Playa Vista should be reported to the property management company for the Master Association.**

UPON COMPLETION OF THIS FORM, IT IS THE OWNER'S RESPONSIBILITY TO FAX, DELIVER OR MAIL THIS FORM TO THE PROPERTY MANAGEMENT COMPANY.

PARK HOMES AND LOFTS CONDOMINIUM IMPROVEMENT FORM

Please submit completed forms to the Property Management Company.

Condominium No. _____

Name _____

Owner's Signature_____

Phone _____

Address _____

SUBMITTAL CHECK LIST: (Please include 3 sets of the following items.)

1. Condominium Improvement Form
2. Basic conceptual drawings
3. Schematic plans and preliminary specifications as set forth in Section 9.3 of the Declaration
4. Final working drawings and specifications
5. Floor plans, if an Owner is requesting permission to remove or relocate a wall
6. Description of materials and colors (for exterior improvements only) and material samples
7. A proposed construction schedule (including proposed start and completion dates)
8. Certificates of insurance (including contractors exclusions and proof of valid workers compensation insurance)
9. List of all contractors and subcontractors to be performing work
10. Permits and licenses, if applicable
11. Please also submit the \$35 processing fee made out to the PH&L Community Association.

PROJECTS BEING SUBMITTED: (Please check appropriate box)

Start ____/____/____/ Finish ____/____/____/ Floorplan: _____

[illegible]

I/we understand that the proposed improvements may require a permit from the City/County Building Department or other government agencies and I/we will obtain all required permits before commencing any work. I/we also

understand that the Playa Vista Parks and Landscape Corporation Design Review Committee may also be required to review and approve the plans before construction can commence.

I/We assume the responsibility for any work, including conformity of completed improvements to the plans and specifications as approved by the Board or, if appointed, the Architectural Committee and the satisfaction of any time limitations for their completion as may be specified in conjunction with such approval under the above proposed modifications/improvements.

Further, I/we assume full responsibility for any work and that I/we or my contractor accomplishes which may, in the future, adversely affect adjacent properties and/or Association Property. I/We will assume responsibility for all future maintenance of this modification, addition, improvement and/or landscaping.

Signature: _____ Date: _____

Signature: _____ Date: _____

_____ Disapproved

Date: _____ Initial: _____ Date: _____ Initial: _____ Date: _____ Initial: _____

PARK HOMES AND LOFTS PET REGISTRATION FORM

Owner/Resident Name(s) Address Condominium No. Phone No.

Mailing Address

PET(S) (EXCLUDING CAGED BIRDS AND AQUARIUM FISH) KEPT IN YOUR CONDOMINIUM:

Type of Pet	Breed	Weight	Age	Color(s) of Pet	Name of Pet

Please attach a recent picture of each pet listed above.

The pets included above must be allowed under Article 7 of the Declaration of Covenants, Conditions and Restricts of Park Homes and Lofts.

Do all of your pets have current licenses and tags? _____

If No, which pets do not have a current license? _____

I have reviewed the Declaration, the Master Governing Documents, the pet restrictions located in the Rules section of the Handbook regarding the pet rules and restrictions and the restrictions located in the Playa Vista Parks and Landscape Corporation Community Guidelines.

Signature

Date Signed

Printed Name

Signature

Date signed:

Printed Name

THE BOARD RESERVES THE RIGHT TO REQUIRE ADDITIONAL INFORMATION BE SUBMITTED BY THE OWNER/RESIDENT

PARK HOMES AND LOFTS REALTOR REGISTRATION FORM AND RECEIPT FOR DEPOSIT

Condominium No/Address: _____ Listing Period: _____ to _____
 Owner Name(s): _____ Property is ____ occupied or ____ vacant
 Agent Name: _____
 Company: _____
 Address: _____
 Agent phone no (office): _____ (mobile) _____ e-mail: _____
 Individuals authorized by listing agent to show Condominium: _____
 Responsible Broker Name and Phone Number (or second contact if agent is broker): _____

The undersigned real estate agent acknowledges and agrees to the following Rules and Regulations related to Condominiums for sale or for lease within the Park Homes and Lofts complex:

No lockboxes may be attached to any fence, gate or other portion of the Common Property. No lockboxes may be attached to any Condominium door handles within the Lofts or to any Park Home except in compliance with these rules. Any wrongfully attached lockboxes will be cut and removed.

- First violation will be tagged and forcibly removed if not voluntarily removed within 24 hours
- Second and succeeding violations by the same real estate agent or company will receive no prior notice and the offending lockbox will be immediately forcibly removed.

Real estate agents desiring a gate code for access to the Lofts and/or to place lockboxes on the front door handle of any Condominium listed in the Lofts or Park Homes must comply with the following:

Register with the Property Management Company, at the above address and telephone number by completing the appropriate form and providing a copy of the listing agreement, signed by the Owner then holding record title to the property.

Pay a \$70 deposit to lease from the Homeowners Association a Shurlok Lever Grip product, which will allow the real estate agent's lockbox to be secured to the ADA compliant handles. \$20 of the deposit will be returned to the listing agent upon return of the device. The remaining \$50 is an administrative fee payable to the Homeowners Association, which is earned when paid and not refundable under any circumstances.

Place identification on any lockbox including the listing agent's name and telephone number. Shurlok offers a message tag which would serve this purpose but any legible identification is acceptable. Any lockboxes, whether or not registered with the Property Management Company, and whether on a Lofts Condominium or Park Home Condominium, which do not include this identifying information will be cut and removed.

- First violation, will be tagged for 24 hour removal as above.
- Second and subsequent violations from the same listing agent (even if for different Condominiums) will be forcibly removed without further notice.

Upon completion of the listing, return the Shurlok Lever Grip product to the Property Management Company.

No real estate agents will be provided key "fobs" for the Lofts, only gate access codes. If only a gate code is requested, and no lockbox will be used, the registering agent will pay a non-refundable \$50 administrative fee to receive a gate code. Gate access codes will be unique to each Condominium.

The Homeowners Association may, in its sole and absolute discretion, deactivate any gate access code if:

- There is reasonable evidence that a listing has expired or a Condominium is otherwise no longer offered for sale; or
- Any person not identified above shows the Condominium or hosts an open house or any damage or nuisance results from any use of the access code; or
- Any listing agent of company fails to comply with these rules and regulations with respect to any listing in the Community.

If a gate code is deactivated for any reason, the listing agent must pay an additional \$20 administrative fee to receive a new gate code.

Listing Agent Signature:

By: _____

Printed name: _____

Date: _____

\$20 Deposit Returned: Agent initials: _____ Date: _____

Additional \$20 for new gate code:

Agent initials: _____ Date: _____

Additional \$20 for new gate code:

Agent initials: _____ Date: _____

Acknowledgement of Receipt of Deposit or Administrative Fee:

The undersigned hereby acknowledges receipt of the \$70 deposit, or \$50 administrative fee (as indicated above):

Management Company

By: _____ Date: _____

New Gate Code: _____

Management Co initials: _____ Date: _____

New Gate Code: _____

Management Co. initials: _____ Date: _____

PARK HOMES AND LOFTS OWNER AND RESIDENT CONTACT INFORMATION / FOB AND KEY REQUEST FORM

Our Community includes complex components which affect the safety and comfort of all Occupants. It is important that the Association have the following information in an emergency such as a plumbing or fire life safety system issue. This form must be completed in full and signed by an Owner of record before any access devices will be activated. Further, this information must be updated or verified at the request of the Association at any time in accordance with the Association's Rules and Regulations related to fire life safety systems. The Association will not disclose any of your personally identifiable information except when we have your permission or the Association determines in good faith the law requires it.

Condominium No / Street Address: _____ **Date:** _____

Complete the following for the Owner(s):

Owner Name(s): _____

Owner Mailing Address: _____

Owner Mailing Address (continued): _____

Owner Phone Number: Home: _____ Work: _____ Alternate: _____

Owner(s) e-mail address(es): _____

Complete the following if the Home is not Owner Occupied:

Tenant Name(s): _____

Tenant Phone Number: Home: _____ Work: _____ Alternate: _____

Off-Site Local Emergency Contact Who has Access to Home in an Emergency Info (if Home is Owner Occupied)

Emergency Contact Name: _____

Emergency Contact Phone Number: Primary: _____ Alternate: _____

Vehicle Information (Lofts Residents Only): Assigned Parking Space Numbers: _____ and _____

Vehicle No. 1 Type: _____ License Plate St. and No. _____

Vehicle No. 2 Type: _____ License Plate St and No. _____

I verify that the above information is complete and accurate and that the above person(s) reside at said property. Occupancy information must be submitted to the Property Management Company within ten (10) days after renting/leasing of a Condominium. Property Owners are responsible for the actions of their tenants and guests.

Signature of Owner

Print Name

Fob Information (to be completed by Property Management Company):

Gate Access Fobs: _____ and _____ Garage Transponders: _____ and _____

Sent to Board Member for activation on _____