

PH&L Community Association

**NEIGHBORHOOD AND
ARCHITECTURAL GUIDELINES**

Approved: August 8, 2005

PH&L Community Association Neighborhood and Architectural Guidelines

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Definitions:

Association refers to PH&L Community Association

Master Association or PVPAL refers to the Master Association (Playa Vista Parks and Landscape Corporation)

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PH&L Community Association

Association Neighborhood Guidelines For Residential Owners

PH&L Community Association ("the Association") is a residential condominium community. The Association and Management are dedicated to assisting all residents in enjoying their homes to the fullest extent. The successful realization of this goal will be largely dependent on you.

This Neighborhood Handbook has been developed to provide Owners (anyone holding a title to a unit in this association) with an understanding of the rules and regulations applicable to the Association Owners and their guests. You are encouraged to read and review the Association formation documents including the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for the Association ("CC&Rs"), and the By-Laws of the Association. These establish and define certain guidelines not covered in this document and vice-versa. In the event of a conflict between this Neighborhood Handbook and the CC&Rs or the By-Laws, the CC&Rs and the By-Laws shall control. This Neighborhood Handbook may be amended at any time and from time to time by the Association's Board of Directors.

BUILDING ADDRESS AND TELEPHONE NUMBERS

Please note the following information related to the Association:

Address: PH&L Community Association
c/o Merit Property Management, Inc.
1 Polaris Way, Suite 100
Aliso Viejo, CA 92656

Management Company: Merit Property Management Company
6200 Playa Vista Drive, 2nd Floor
Playa Vista, CA 90094
310-437-6070

BUILDING ACCESS

The Association is equipped with controlled access doors and locking mechanisms, fire monitoring and fire-life systems and related building improvements. It takes the vigilant observation and prompt action of the Owners in order to prevent accidents, unauthorized access and failure of these systems.

All occupants of the residences, including lessees, will be assigned parking spaces and issued keys and gate transponders by the Builder at the time of move-in. These keys and transponders are a vital part of the overall controlled access system. The loss or unauthorized distribution of these keys and transponders weakens the system. These keys and transponders are used for access at the main entrances and parking garage entrances. Access to certain areas in the common area may be restricted based upon the area or during restricted time periods.

There is a \$50.00 charge for the replacement of each key and a \$50.00 charge for each transponder that may be lost or damaged. Such charges may be changed from time to time without notice.

The Association does **NOT** and will **NOT** assume **ANY** risk for injury, loss or damage of any kind, directly or indirectly resulting from, or connected with, the resident's choice to issue key fobs to cleaning personnel, employees, visitors, etc. The Association, Board of Directors and Management shall not be liable for any occurrence or incident connected to this action.

GARAGE AND PARKING

The subterranean parking garage is for Owners and their guests. All spaces are assigned and are for the exclusive use of those units to whom they've been designated. Guest parking is designated as such.

1. All doors to the garage and exits must be kept closed at all times. Doors may not be propped open.
2. Please maintain safe and proper speeds while driving in the garage areas. There may be blind spots present. It is recommended that your headlights be turned on while driving in the garage area.
3. Excessive oil leaks and stains caused by a resident's vehicle will be subject to fines and/or the cost of clean up and repairs.
4. Your vehicle must fit in your space and not affect your neighbor's space or the ingress and egress of other vehicles. Oversized vehicles such as limousines, extra large vehicles, etc. which do not fit in your space must be parked off the premises.
5. Boats, jet skis, trailers, campers or unregistered vehicles, etc. are not permitted in the garage area, or on Association property.
6. Any vehicles parked in stalls assigned to other residents may be towed away at vehicle Owner's expense, and any vehicle parked improperly or illegally may be subject to tow at the Owner's expense.
7. Working on vehicles is not permitted anywhere in the garage area.
8. Car washing is not permitted anywhere on the premises.
9. All vehicles must be currently registered and have license plates.
10. Parking spaces may not be used for storage, including boats, trailers, or any type of recreational vehicle.

COMMON AREAS

1. The homeowner of each loft unit is responsible for all maintenance and repair to their HVAC unit. No one except the authorized vendor as determined by the Association may access the roof.
2. Residential common areas and Association property may include: corridors and halls, stairways, elevators, storage rooms, and parking garage (except for exclusive use areas assigned to the unit), walkways, landscaped areas and the building structure.
3. No unnecessary noise or boisterous conduct is permitted at any time. This includes, but is not limited to, televisions, radios and/or other sound emitting devices. Common courtesy shall be observed at all times. Consideration of your neighbors will enhance the enjoyment and tranquility of all.
4. All residents will be responsible for any and all actions of their guests, lessees, contractors, employees and anyone on the premises by their instruction, invitation or permission.
5. Obstruction of the corridors, lobbies, hallways or entranceways throughout the property is not permitted.

6. No signs, symbols, door knockers or similar features and equipment shall be hung, installed, or attached to the door or entry area to the residential unit, which can be seen from the common area corridor and hallway.
7. The use and/or storage of skateboards, scooters, bicycles or rollerblades and the like are not allowed in any interior common area.
8. Smoking is not permitted in any interior common area.
9. Should an emergency situation occur, the Association manager and all other types of emergency personnel shall have authorization to enter your residence using forcible entry, if necessary.
10. No exterior clothesline shall be erected or maintained or hung on balconies or railings and there shall be no exterior drying or laundering of clothes or any other items on any Exclusive Use Common Area.
11. No patio, deck, or balcony shall be used for storage purposes, including, without limitation, the storage of bicycles.
12. Furnishings, decorations, or any accessories in any common area are to be installed only by the Association. Residents are not permitted to decorate or enhance any common area.

STORAGE

Storage areas may be available as determined by the Association. Should storage areas become available, they will be used for storage of small, seldom-used household and personal items and are not adequate for permanent storage of excess furniture or other large items. PH&L Community Association is not responsible for any loss or damage to items placed in the personal storage areas. Storage is strictly at resident's sole risk.

1. Gas powered machines, firearms, fuel tanks, explosives, flammable material or hazardous materials are prohibited inside the storage areas.
2. No flammable, combustible or explosive fluid, material, chemical or substance of any kind shall be used in any storage area.
3. Items of personal property may not be stored in the garage area unless in the personal storage area.

DISTURBANCES / NUISANCES

1. Residents are responsible at all times for the reasonable conduct of themselves, their occupants, guests and contractors. Loud or boisterous conduct anywhere on the Association property, including your residence, that disturbs the comfort and quiet enjoyment of others is prohibited.
2. No person shall discharge into the Association's or City's sewer system, storm drain or any toxic or noxious matter. Any such action that endangers the public health, safety, welfare, or violates any laws, subjects any resident to liability under state and federal law for any clean-up, or injury or damage to neighboring property or business elsewhere on the Association.
3. Speakers and floor supported musical instruments (i.e. pianos and organs) must be properly isolated from direct contact to floors and walls in order to minimize vibrations.

PETS

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

1. Not more than a total of two (2) dogs and/or cats shall be permitted to be maintained in the unit, provided such animals are not kept, bred or raised for commercial purposes.
2. No resident may maintain any aquarium or other container which contains or can hold more than 30 gallons of water.
3. Each person bringing or keeping a pet within the Association shall be liable to other residents, family members and their invited guests for any damage to persons or property caused by any pet.
4. It shall be the duty and responsibility of each resident to clean up after pets that have deposited droppings in any portion of the Association common areas or public street abutting or visible from the Property.
5. Animals belonging to residents or invitees of any resident must be kept within an enclosure or on a leash held by a person capable of controlling the animal.
6. All pet owners shall be responsible for a pet's nuisance and noise disturbance. Dogs are not to bark unnecessarily or incessantly at anytime of day or night.
7. A pet in the common area unaccompanied by its owner may be subject to immediate pick up by the Humane Society, Animal Control or similar organization without liability to the Association.
8. No pet is to be left chained or otherwise tethered in front of a unit, in the common area or exclusive use balconies or patios.

SOLICITING

Soliciting of any nature is forbidden on any part of the property, premises or common areas.

INSURANCE

1. Each Owner shall maintain property insurance against losses to personal property located within the Unit and to any upgrades, improvements and betterments located within the Unit and liability insurance against any liability resulting from any injury or damage occurring within the Unit. 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.
2. If any loss intended to be covered by the Association's insurance occurs and the proceeds payable are reduced due to insurance carried by any Owner, such Owner shall assign the proceeds of the Owner's insurance to the Association.

MOVE INS, MOVE OUTS AND FURNITURE MOVES

1. When moving in or out, residents must coordinate their schedules and reserve an elevator (if applicable) with their respective Community Association Manager at least one (1) week in advance and also submit a refundable three hundred-dollar (\$300.00) damage deposit. To ensure full return of your deposit, each resident will be accompanied by a member of the Association representative on a "pre/post" move in/out inspection of the area to be traveled during the move. If damage to the common area exists due to the move, the damage deposit will cover only the actual costs of repair by the Association. The party moving in or out will be billed for damages that exceed \$300.00. Please make your check payable to "PH&L Community Association".
2. Move in hours are:
Monday through Friday:
Access to building is 7:30 a.m. and move in may begin at 8:00 a.m. Move in must stop by 8:00 p.m.

Saturday and Sunday:
Access to building is 8:30 a.m. and move in may begin at 9:00 a.m. Move in must stop by 8:00 p.m.

Holidays:
Move ins or outs are not permitted on the following Holidays:
New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day

*No vehicles over 6'10" in height may enter the parking garage.
3. Prior to any move, residents shall provide management with a certificate of insurance for workers' compensation and liability insurance with minimum limits of \$1,000,000.00 for the moving company, naming PH&L Community Association and Merit Property Management, Inc., as additionally insured.
4. All floor areas are to be protected with carpet runners from the elevator to the unit. The protective coverings must be removed and the floor cleaned by 9:00 P.M. each day.
5. The moving company must ensure the elevator is padded at all times during moving.
6. Furniture and other belongings may not be dragged across any lobbies, hallways or other common area floors. Dollies or hand trucks must be used at all times and are to be provided by the homeowner or moving company. No furniture or other belongings may be stacked in the lobby, courtyards, garage area, curbs, streets or common areas for any extended period of time.
7. All trash and debris must be carried off-site on a daily basis by your moving company. The trash dumpsters inside the garage may not be used for disposing of debris. There is a possibility that residents may make arrangements for an extra trash bin. Please contact the management company for further details.

TRASH DISPOSAL

1. Trash, garbage or other waste shall be kept only in sanitary containers. No Owner shall permit or cause any trash or refuse to be kept on any portion of the community properties or exclusive use common areas other than in the receptacles customarily used for it and located only in places specifically designated for such purpose.

RENTAL OF RESIDENTIAL CONDOMINIUMS

Following any period that an Owner is restricted by the purchase contract between such Owner and the Declarant from renting, leasing or otherwise not primarily occupying its condominium unit and as otherwise restricted by such purchase contract, an Owner shall be entitled to rent the Owner's entire Condominium (but not a portion thereof) subject to the following guidelines:

1. All Owners who rent their Condominiums shall submit names and contact numbers for their tenants to the management company for the Association.
2. Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Association Documents and shall provide that any failure to comply with any provision of the Declaration or the Association Documents shall be a default under the terms of the lease agreement.
3. No lease shall be for a term less than six (6) months.
4. A copy of the Governing Documents and Neighborhood Handbook shall be provided by the Owner to each tenant or lessee
5. The Owners shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of this Declaration pursuant to the occupancy and use of the Condominium.
6. A lessee shall have no obligation to the Association to pay assessments imposed by the Association nor shall any lessee have any voting rights in the Association.
7. No Owner may lease a Condominium situated thereon for hotel, motel or transient purposes or any other purpose inconsistent with the provisions of this Declaration.
8. Use privileges for amenities, recreation facilities and common area transfer to the lessee or tenant. Owner shall have no personal use privileges upon leasing out the unit.

REAL ESTATE BROKER / AGENT RULES

1. Broker / agent is not to loiter in lobby or wander through the Association common areas. Broker / agent's sole purpose shall be to show a specific property at the Association.
2. Homeowner or broker / agent shall not give keys or transponders to future Owners until the close of escrow.
3. Broker / agent and potential buyer shall park in the Resident Visitor parking spaces only.
4. No open house signs, flags, banners, etc., shall be displayed on any residential condominium unit and / or common area of the Association.

FIRE AND LIFE SAFETY SYSTEMS

1. Contractors or Owners must not remove any permanent smoke detectors, sprinklers, security speakers or fire safety devices anywhere in the unit or the common areas.
2. If spray paint or sanding work might set off the smoke detectors or fire sprinkler, it is permissible to cover the detector or sprinkler with plastic only, but it must be removed at the end of the day. A fine of \$250 will be charged for each smoke detector or fire sprinkler left covered overnight. Fire exits and hallways must not be blocked. A fine of \$250 will be charged for blocking fire exits.

VIOLATION ENFORCEMENT PROCEDURE

I. Discovery of Violation

- A. Any violation that is a violation of the Governing Documents, including the Neighborhood Handbook, of the Association will be processed according to the procedures outlined herein.
- B. In the event one or more Members of the Association or Board of Directors file a Violation Report, the Board or its Managing Agent will act as follows:
 1. Every attempt shall be made to contact the resident, and Owner, by phone at their home courteously advising them that a violation exists. If it is cured within forty-eight (48) hours, then no violation letter needs to be sent.
 2. Next step, if necessary, is to send a letter to the Owner/resident stating the violation and date needed to cure said violation.
 3. Upon expiration of the cure date, if the violation still exists, a second letter will be sent stating that the failure to abide by the Governing Documents has imposed a hardship on the Association and the Owner will be asked to attend a hearing with the Board of Directors.
 4. The Owner will be notified as to the decision rendered by the Board as a result of the hearing. If the Owner/resident is found to be in violation of the Association's Governing Documents, the Board will either:
 - a) seek remedy by use of alternative dispute resolutions such as mediation or arbitration;
 - b) apply monetary fines to the Owner's assessment billing;
 - c) choose to correct (or cause to be corrected) the violation and assess the Owner for reimbursement of costs;
 5. If the decision is to pursue a monetary fine system, the Association Fine Schedule will apply.

NOTE: A violation is defined as an act in conflict with the Governing Documents of the Association.

VIOLATION FINE SCHEDULE

1. First Occurrence
A Notice of Violation with a request to correct or repair the deficiency.
2. Second Occurrence
A letter with a \$50.00 fine, plus request to correct/repair.
3. Third Occurrence
A letter with a fine of \$100.00, request to correct/repair. May be referred to the Association's attorney.

Note: Fines will continue to double with each repetition of the offense.

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

Note: Should a violation occur which imposes financial obligations on The Association, then the responsible party for said violation shall reimburse, by way of special assessment, PH&L Community Association for this financial obligation. Example: damage to walls, carpet and/or any other Common Property; repair and replacement cost will be charged to the responsible party.

Note: Violation of the Fire and Life Safety Systems is \$250.00.

CONTRACTOR / SUBCONTRACTOR GUIDELINES

1. Any damage caused by Contractors / Sub-Contractors to common areas or adjacent units is the resident's responsibility. Any damage must be reported immediately to the Association's Management Company along with a schedule of repairs. If the damage is not repaired in a timely manner the Association will make the repairs and charge the Owner. The Owner will be held liable for the actions of his/her contractors and/or workmen.
2. All floor areas are to be protected with carpet runners from the elevator to the unit. The protective coverings must be removed and the floor cleaned by 5:00 p.m. each day. If this is not done, the Owner is subject to a \$100 fine per violation, plus the cost of cleaning.
3. All trash and debris must be carried off-site on a daily basis by contractors. The trash rooms on each floor may not be used for disposing of debris. There will be a \$100.00 fine per violation, charged to the unit owner. Debris is not to be thrown from any windows or balconies.
4. Contractors shall not place personal items such as clothing, bottles or cans on walkways, common areas, walls, railings or gates.
5. Working hours are limited to Monday through Friday, 8:00 a.m. to 5:00 p.m. There will be a \$100.00 fine if work continues past 5:00 p.m. No work is allowed on Saturday or Sunday or on the following holidays: Christmas Day, New Year's Day, Labor Day, Memorial Day, Thanksgiving, 4th of July, Passover, Rosh Hashanah, Yom Kippur, Easter or Chanukah.
6. Contractors must park vehicles on the surrounding streets, not in Visitor Parking. No double parking or obstructing driveways or walkways.
7. Owners agree to hold the Association Owners harmless against liability for; (a) injury to, death of, or damage to property of third persons to the extent caused by the Owner, General Contractor, Designer or any of their agents or employees, and (b) mechanics liens on the common area arising out of or resulting from the work.
8. The Owner may select any general contractor he chooses or act as the general contractor himself and hire sub-contractors. All contractors must be licensed in the State of California and must have Workmen's Compensation Insurance, General Liability and Property Damage Insurance.
9. The Association has the right to stop any work that is in violation of these regulations, creating a fire or safety hazard or interfering with activities in common areas.
10. Contractors must use their own equipment. No equipment or tools which are the property of the Association are to be used at any time.
11. The front door of the unit must be kept closed during construction in order to contain dust, dirt, noise, paint fumes, etc. Failure to keep the door closed will result in a \$100 fine per occurrence. Arrangement with the building management needs to be made in order to cover and protect smoke detectors located in the common area corridors adjacent to the unit.
12. Tools or heavy items shall not be placed on any common area carpeting.
13. No work, such as sawing, cutting, grinding, sanding, gluing or nailing or any other type of construction or fabrication work, is to be performed in any lobbies or common area.
14. Nothing shall be leaned against any common area walls.
15. All workmen must wear shoes, pants or shorts and shirts in the building at all times.
16. There is no allowance for exclusive use of the elevator.
17. No workmen may use the power or water from any of the common areas.

FORMS AND ATTACHMENTS

The following forms and attachments are provided for use as appropriate. Additional forms may be obtained by request from the Management or log on to PlayaLink.

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

New Resident Building Access Information Form – New residential Owners should complete this form providing information that the management may use to contact you in event of emergency. This form is also used to document your tenants, your vehicles and approved guests.

PH&L Community Association
RULES AND VIOLATION REPORT

There must be at least two (2) signatures from homeowners within the Association to pursue violations that cannot be viewed during an inspection of the community (i.e., barking dog, noise nuisance, garage storage, etc.). Please be as specific as possible to enable the Board of Directors to expedite the enforcement process in a timely manner. All alleged violations will be evaluated to ensure that they are considered an infraction as defined by the Association's legal documents.

REPORT FILED BY:

Name: _____

Address: _____

Unit #: _____

Phone: _____ Date: _____

Signature: _____

WITNESS:

Name: _____

Address: _____

Unit #: _____

Phone: _____ Date: _____

Signature: _____

WITNESS:

Name: _____

Address: _____

Unit #: _____

Phone: _____ Date: _____

Signature: _____

WITNESS:

Name: _____

Address: _____

Unit #: _____

Phone: _____ Date: _____

Signature: _____

VIOLATION INFORMATION:

Name: _____ Address / Unit #: _____
(Alleged violator's name)

Description of alleged violation: _____

(If additional space is needed, please use reverse side of this form)

Date(s) and time(s) alleged violation occurs? _____

How often does the alleged violation occur? _____

DATE SUBMITTED _____
PROPERTY ADDRESS _____
UNIT NO. _____

TENANT(S)
NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: () _____ HOME

TELEPHONE: () _____ WORK

E-MAIL (Optional) _____

DRIVERS LICENSE: _____
State Number

DRIVERS LICENSE: _____
State Number

ADDITIONAL RESIDENTS (i.e. children, relatives): _____

MAKE	MODEL	YEAR	LICENSE PLATE	REGISTERED OWNER
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<p>1. The first step in the process of developing a new product is to identify a market need. This involves conducting market research to determine what customers want and what problems they are trying to solve.</p>	<p>2. Once a market need has been identified, the next step is to develop a concept. This involves creating a rough sketch or prototype of the product to see if it meets the need.</p>	<p>3. The third step is to develop a business plan. This involves determining the costs of production, the price of the product, and the marketing strategy.</p>	<p>4. The fourth step is to secure financing. This involves finding investors or lenders who will provide the capital needed to develop and produce the product.</p>	<p>5. The fifth step is to produce the product. This involves manufacturing the product on a small scale to test it in the market.</p>
<p>6. The sixth step is to market the product. This involves advertising the product and finding ways to get it into the hands of customers.</p>	<p>7. The seventh step is to evaluate the product. This involves gathering feedback from customers and determining if the product is successful.</p>	<p>8. The eighth step is to improve the product. This involves making changes to the product based on customer feedback to make it better.</p>	<p>9. The ninth step is to scale production. This involves increasing the number of units produced to meet demand.</p>	<p>10. The tenth step is to monitor the product. This involves keeping track of sales and customer feedback to ensure the product remains successful.</p>

Date Key Fob Issued	Key Fob No.	Data Input Into Database
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PH&L Community Association
Playa Vista Sub-Association Neighborhood Architectural Guidelines
For Residential Owners

INTRODUCTION

The Governing Documents include the Declaration of Covenants, Conditions & Restrictions ("CC&Rs") entitled "Lofts at Playa Vista and Park Houses at Playa Vista" for the PH&L Community Association ("Association"), the By-Laws of PH&L Community Association ("Association") ("By-Laws") and Articles of Incorporation ("Articles") of PH&L Community Association ("Association") and establish and define certain guidelines not covered in this document and vice versa.

As set forth in the Governing Documents, the Architectural Review Committee is vested with the power to review, approve, or disapprove all improvements to Residential Condominiums for PH&L Community Association. Such improvements include, additions, modifications and alterations to Units, signs, screens, awnings and patio covers, window treatments, air conditioning units, and any other modifications to the exterior of a Unit or other improvements or alterations to your home or property.

The Architectural Review Committee does not seek to restrict individual creativity or personal preference, but rather to help assure a continuity in design which will help preserve and improve the appearance of the Association and enhance the property values of all Owners in the Association.

Prior to the commencement of any addition, alteration or construction work of any type on any residence in PH&L Community Association, you must first make application to your Association Architectural Review Committee and then to the Playa Vista Parks and Landscape Corporation ("PVPAL") Design Review Committee for approval of such work. Failure to obtain approval of both your Association Architectural Review Committee ("Architectural Committee") and PVPAL Design Review Committee, constitutes a violation of the Governing Documents affecting your home, and may require modification or removal of unauthorized works of improvement at your expense. In addition, a building or other permit may be required by the County or City Building Department, or other governmental agencies prior to the commencement of any work. Neither the Architectural Review Committee, nor the Association assumes any responsibility for failure to obtain such permits. Also, obtaining such permits does not waive the obligation to obtain Architectural Review Committee approval. You must also be familiar with specific easements that may apply to your Property and restrict placement of improvements.

SUBMISSION PROCEDURE AND REQUIREMENTS

- 1) All requests ("Requests") for Architectural Review Committee approval are to be made on the standard PH&L Community Association Request for Architectural Approval Form (Exhibit A):
- 2) Submission of Requests: All requests are to be made to the PH&L Community Association Architectural Review Committee at the following address: c/o Merit Property Management Company at 6200 Playa Vista Drive, 2nd Floor, Playa Vista, CA 90094.
- 3) Fees: The Architectural Review Committee will require an Owner to pay any fees, costs or expenses associated with the review and approval of the Owner's Plans and Specifications by an Outside Consultant or any costs associated with the review of the Plans and Specifications by any architect on the Architectural Review Committee, if necessary.
- 4) Construction Drawings: Plans and specifications for works of improvement must be prepared in accordance with the applicable building codes, and with sufficient clarity and completeness to enable the Committee to make an informed decision on your request.
- 5) Information related to any plan to temporarily disconnect the unit's fire monitoring system (shut-off of sprinkler system is included): The Owner must post a 24-hour/day-fire watch during any disconnection. This must be a security employee of the building, and the Owner must pay all expenses (including overtime) when using the employee.

- 6) Submission of Plans: Please forward three (3) sets of your proposed plans and specifications, together with the standard Request for Architectural Approval Form (Exhibit A), and Neighbor Notification Statement (Exhibit B) along with the information noted on the application form to the Architectural Review Committee to constitute a complete Application. Please mail this information to the address noted above in Item #2. One (1) set will be returned to you after completion of the review.
- 7) The Architectural Review Committee and PVPAL may monitor and physically inspect the modifications to insure compliance.

SCOPE OF REVIEW

The Architectural Review Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of the considerations set forth in Section 5.3 of the CC&R's. The Architectural Review Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

FINAL APPROVAL BY ASSOCIATION ARCHITECTURAL REVIEW COMMITTEE AND PVPAL DESIGN REVIEW COMMITTEE

Decisions of the Architectural Review Committee and the reasons therefore shall be transmitted by the Architectural Review Committee to the Applicant at the address set forth in the application for approval, within forty-five (45) days after receipt by the Architectural Review Committee of all forms and/or materials required by the Architectural Review Committee. All approvals must then be submitted to the master resident's association, PVPAL, to receive written approval prior to commencement of work. The PVPAL Design Review Committee has up to forty five (45) days for review of any applications.

INSIDE AND OUTSIDE INSTALLATIONS

1. No balcony, patio or deck covers, wiring, or installation of air conditioning, water softeners, or other machines shall be installed on the exterior of the Condominiums or within any other portion of the Condominium or be allowed to protrude through the walls or roofs of the buildings (with the exception of those items installed during the original construction of the Association), unless the prior written approvals have been obtained.
2. All authorized improvements installed or constructed by an Owner within the Association must be completed in accordance with applicable laws, including, but not limited to, the laws, building codes, regulations and ordinances of the City.
3. Except as permitted in the CC&Rs, no structural alterations to the interior of or Common Area surrounding any Unit 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 Owner without the prior written consent of the Architectural Review Committee.

INTERIOR DECORATING

Each Owner shall have the right, at his or her sole cost and expense, to maintain, repair, paint, paper, panel plaster, tile and finish the interior surfaces of the ceilings, floors, window frames, door frames, trim and perimeter walls of the Unit, and the surfaces of the bearing walls and partitions located within the Unit, subject to the Owner complying with any restrictions or limitations set forth in the Architectural Guidelines and CC&Rs.

USE OF EXCLUSIVE USE AREAS

1. Improvements including, without limitation, plants, fountains and other landscaping features within the Exclusive Use Patio Area, Exclusive Use Balcony Area and/or Exclusive Use Deck Area shall be subject to the Homeowner Handbook and the Architectural Guidelines and any Improvements within such areas shall require the approval of the Architectural Review Committee.
2. Unless installed by Declarant, no vegetation shall be permitted to extend beyond the railings, fences, walls and/or other boundaries of the Exclusive Use Balcony Area, Exclusive Use Patio Area or Exclusive Use Deck Area, except as approved by the Architectural Review Committee.
3. No Owner shall change or alter the surface of any Exclusive Use Patio Area, Exclusive Use Deck Area or Exclusive Use Balcony Area without the consent of the Architectural Review Committee.

WINDOW COVERINGS

1. Aluminum foils or other reflective materials, makeshift coverings, bed sheets, papers, and the like may not be applied to windows, at any time.
2. No exterior screens are permitted except for those provided by the Declarant, with screen doors subject to the approval of the Architectural Review Committee.
3. The unit Owner is responsible for the care and maintenance of window coverings. Drapes, curtains, shutters, blinds and other window materials must be kept in good condition. The Association can compel the unit Owner to replace shabby and torn materials exposed to the exterior.
4. Window tinting and coverings shall be subject to the approval of the Architectural Review Committee.

FLAGPOLES

1. The installation of flags or flagpoles shall be subject to the approval of the Architectural Review Committee.

SCREEN DOORS

1. Screen doors on the front door or entrances shall be subject to the review and approval of the Architectural Review Committee and must be painted to match the color of the front door and the style must conform to the architectural character of the building.

SIGNAGE - RESIDENTIAL

No signs or other advertising device whatsoever, including without limitation, commercial, political and similar signs, shall be erected or maintained within the Association except:

1. Such signs as may be required by legal proceedings
2. Unit address subject to the approval of the Architectural Review Committee as to suitability
3. Job identification signs during the time of construction of any portion of the Association by Declarant
4. Signs used by Declarant for the purpose of developing, improving and selling Condominiums
5. Community Signage Program as promulgated by PVPAL.

OUTDOOR COOKING

Any outdoor cooking must be in compliance with all City and Fire Department codes and regulations. Enforcement will be performed by the appropriate City or Fire Department authorities.

EXTERIOR LIGHTING

Any modifications to exterior lighting as provided by the Declarant must be submitted for approval prior to any change being made. In the Submission request, care should be taken that any type of lighting be positioned, screened or otherwise directed or situated and of such controlled focus and intensity so as not to unreasonably impact the residents of any other unit(s).

SOLAR ENERGY SYSTEMS

Any Owner proposing to install or use a solar energy system, as defined in California Civil Code Section 801.5, shall be subject to the same review and approval process as any Owner proposing to construct any Improvements or other actions requiring the approval of the Architectural Review Committee pursuant to this Declaration. However, only reasonable restrictions on the installation and use of a solar energy system shall be permitted. Reasonable restrictions on a solar energy system are those restrictions which do not significantly increase the cost of the system or significantly affect sufficiency or specified performance, or which allow for an alternative system of comparable costs, efficiency, and energy conservation benefits.

ANTENNAE AND SATELLITE DISHES

All television or radio poles, antennae, satellite dishes, or technological evolutions of the foregoing, or other external fixtures must be approved by the Association.

VIBRATIONS

No Owner shall attach to the walls or ceilings of any Residential Unit any fixtures or equipment which will cause vibrations or noise or unreasonable annoyance to the Owners of the other Residential Units or to the Common Area.

BALCONIES AND WINDOW LEDGES

1. Sunshades, awnings or screens may not be used or installed on the residence exterior windows or over balconies of residence patios. Rugs, towels, mops or clothing shall not be draped over balcony. No permanent rug or carpeting is allowed to be placed on or attached to these balcony areas.
2. The care and maintenance of the balcony decking area and balcony railings is the responsibility of each individual Owner. Care must be taken to prevent irrigation and cleaning water and detergents from running and dripping over the edges of the balcony area onto the balconies below. Make sure potted plants have appropriate catch basins underneath them.
3. The balconies and patios shall be used as an outdoor living area, containing patio furniture, potted plants and other similar outdoor furnishings, which comply with the standards governing the appearance of such items (including without limitation, size, materials, color and fabric). The balconies and patios shall not be used for storage of any type, including without limitation, boxes, storage sheds of any size, heat lamps, tools, exercise and sports equipment, bicycles, cleaning utensils and supplies or other household items. The balconies and patios shall be maintained in clean, neat and sanitary conditions at all times and nothing shall be placed on the balconies so as to render them unsightly, offensive or unsafe. Propane tanks, where permitted, shall be properly screened from view.

DAMAGE OR DESTRUCTION TO A RESIDENTIAL UNIT

If there is damage or destruction to any Residential Unit, the Owner thereof shall, at their own cost and expense, perform interior repair and restoration which shall be completed as promptly as practical and in a lawful and workmanlike manner. To the extent required the Architectural Guidelines, work must be performed in accordance with plans approved by the Architectural Review Committee.

EXHIBIT A
PH&L Community Association
REQUEST FOR ARCHITECTURAL APPROVAL

Please submit this application with all documentation to your management company prior to scheduling work to begin. Architectural changes must be approved by the Architectural Review Committee and the PVPAL Design Review Committee.

The following needs to be submitted with this application in triplicate:

1. This application
2. A set of plans, specifications, blueprints or sketches and written description of the proposed change showing detailed information concerning color, location, dimensions and materials.

A copy of all of the above will be returned to you, a copy will be retained by the Association and a copy will be retained by PVPAL. The Association has forty-five (45) days from the date of receipt by the Management Office or Architectural Review Committee to review the application and approve or disapprove (unless the application is returned for lack of information, or additional information is requested). The application will then be returned to the owner. The owner is then responsible for forwarding the application to the PVPAL Design Review Committee at 6200 Playa Vista Drive, Los Angeles, CA 90094 (The CenterPointe Club). PVPAL also has forty-five (45) days in which to act on the application.

Homeowner Name: _____ Date of Request: _____
Address: _____ Unit #: _____
Day Phone: _____ Evening Phone: _____
Description of Improvement: _____

ARCHITECTURAL REVIEW COMMITTEE

Date Received by Management Company: _____
Date Received by Architectural Review Committee: _____
Date Approved or Disapproved by Architectural Review Committee: _____
Conditions of Approval/or Reason for Disapproval: _____
Print Name: _____ Date: _____
Signature: _____
Date Application Returned to Owner: _____

PVPAL DESIGN REVIEW COMMITTEE

Date Received by PVPAL Executive Offices: _____
Date Received by PVPAL Design Review Committee: _____
Date Approved or Disapproved by PVPAL Design Review Committee: _____
Conditions of Approval/or Reason for Disapproval: _____

Print Name: _____ Date: _____
Signature: _____
Date Application Returned to Owner: _____

EXHIBIT B

PH&L Community Association

NEIGHBOR NOTIFICATION STATEMENT

The attached plans were made available to the following neighbors for review:

Neighbor Above	
Name _____	
Address _____	
Signature _____	Date _____

Neighbor Below	
Name _____	
Address _____	
Signature _____	Date _____

Adjacent Neighbor	
Name _____	
Address _____	
Signature _____	Date _____

Adjacent Neighbor	
Name _____	
Address _____	
Signature _____	Date _____

Other Impacted Neighbor	
Name _____	
Address _____	
Signature _____	Date _____

Other Impacted Neighbor	
Name _____	
Address _____	
Signature _____	Date _____

My neighbors have seen the plans I am submitting for the Architectural Review Committee review (see above verification). I, as the applicant, certify that I have requested that my neighbors sign this statement confirming notification. I understand neighbor objections do not necessarily cause denial of the plans. If additional impacted neighbor statements are required please attach additional forms.

SUBMITTED BY:

Print Name: _____ Date: _____

Signature: _____

Address: _____

PH&L COMMUNITY ASSOCIATION

SATELLITE DISH / ANTENNA POLICY

Revised August 8, 2005

DEFINITIONS

Antenna:

- Satellite Dish
- TVBS – an antenna designed to receive over-the-air television broadcasts
- MMDS – an antenna designed to receive programming services via multi-channel, multi point distribution services (wireless cable)
- DBS – an antenna designed to receive direct broadcast satellite service (e.g. Direct TV or Dish TV)

Note: Acceptable quality signal – does not mean the strongest possible signal. A signal strength of 80% is deemed acceptable.

INTENT

It is the intent of the PH&L Community Association (“the Association”) to allow the use of satellite dish, MMDS and DBS antennas under one meter (39.4 inches) in diameter subject to the installation guidelines detailed below. These guidelines do not impose unreasonable expense or delay nor preclude reception of an acceptable quality signal. All satellite dishes/antennas larger than one (1) meter, except TVBS, are prohibited unless approved in advance by the Architectural Review Committee/Board of Directors. TVBS antennas are also subject to the guidelines below.

It is required that an architectural request and review form be submitted for review prior to any installation. *However, a homeowner may install an antenna before seeking Architectural Review Committee/Board of Directors approval “if” the guidelines stated below are followed.* If the homeowner has not established Architectural Review Committee/Board of Directors approval prior to installation and the Architectural Review Committee/Board of Directors deems the installation violates the guidelines below, the homeowner may incur additional costs to relocate, screen and/or conceal the antenna and/or wiring.

Safe installation is the responsibility of the homeowner. The homeowner shall accept full financial responsibility for damaged caused to common area property or other units because of improper installation.

Upon the sale of a unit, the homeowner shall be responsible for the removal of the antenna, all hardware and wiring, and restore the area of installation back to a condition that resembles pre-installation conditions.

GUIDELINES

- 1) Only one (1) satellite dish/antenna will be permitted per unit with written Architectural Review Committee/Board of Directors approval and pending approval of Playa Vista Parks and Landscape (PVPAL).
- 2) All *satellite dishes*/antennas must be less than one (1) meter (39.4 inches) in diameter. All antennas larger than one (1) meter are prohibited unless approved in advance by the Architectural Review Committee/Board of Directors.
- 3) Residents are permitted to place on their patio/balcony, one (1) satellite dish measuring no larger than one (1) meter (39.4 inches), mounted on a freestanding pedestal or tripod, pending architectural approval of the Promenade at Playa Vista Homeowner Association and PVPAL ("Master Association").
- 4) *Satellite dishes*/antennas will only be permitted on property over which the homeowner has exclusive use and within the parameters of these guidelines.
- 5) *Satellite dishes*/antennas may NOT be installed on or attached to Common Area property including roofs, eaves, exterior walls, railings and/or the exclusive use area of another homeowner.
- 6) *Requests to attach a satellite dish/antenna to building exterior must be accompanied by the following:*
 - *Completed Architectural Review Application with neighbor signatures and plans.*
 - *Photographs showing the proposed location of the satellite dish/antenna, as it may be viewed from the street, neighboring properties and common areas.*
 - *Three copies of a plan showing the proposed satellite dish/antenna in relation to existing improvements and property lines.*
 - *Letter from satellite installation company stating that reception cannot be received from a freestanding structure.*
 - *Proof of insurance from satellite installation company.*
- 7) The Board of Directors and/or Architectural Review Committee will consider requests on a case-by-case basis.
- 8) *Satellite dish*/antenna must not extend beyond exclusive use area of the community.
- 9) *Satellite dish*/antenna must be installed wholly within homeowner's patio or balcony.
- 10) All exterior membrane penetrations from homeowner's patio/balcony into the dwelling unit must receive the appropriate weather sealed receptacles designed to preclude water intrusion into the building.

- 11) All mounting hardware and wiring will be concealed to the greatest extent possible. Under no circumstances will wiring be visible from any location on exterior walls or over roofs. Generally, wiring should enter the unit at the closest point of installation without piercing exterior walls.
 - 12) Any *satellite dish*/antenna that is visible from the street, common areas or neighbor's property must be either painted to match the color of the stucco of the owners/occupants building or concealed, as best as possible, by plants, flowers and other appropriate items that would improve the aesthetical value of the antennae. This will be done at owner/occupant expense.
 - 13) Masts used to raise the height of a satellite dish/antenna are NOT permitted.
 - 14) For safety reasons, *satellite dishes*/antennas must be adequately and safely installed to prevent damage or injury to the property or persons of others or property over which the Association has maintenance responsibility.
- No bolting or mounting of guy wires may be attached or affixed to Common Area Property including roofs, eaves, railings or exterior walls or the property of others. The purpose is to prevent injury to persons and property caused by satellite dishes/antennas falling or being blown off the support in a wind, other natural event, or as a result of use or maintenance by the homeowner.
- 15) The Association may enter your property, following reasonable notice to the homeowner to take comparative measurements and to verify the information on the Architectural Request & Review form.
 - 16) *Satellite dishes*/antennas, hardware, wires, and miscellaneous parts & equipment located on the exterior of any building or other structure, including exclusive use common area over which the Association has maintenance responsibility may be required to be temporarily removed, at the homeowners sole expense, to allow the Association to conduct and complete inspections, maintenance, repairs, and/or replacement of those building elements for which it is responsible for.
 - 17) Homeowners who install a *satellite dish*/antenna will be responsible to the Association for the cost of repairing damage to any common area property responsible for obtaining insurance coverage indemnifying the Association, its Officers and Directors, Contractors, Management Agents, and invitees for such injury and/or damage.
 - 18) Tenants are required to provide written permission from the homeowner for the approved installation of a *satellite dish*/antenna. Tenants will be treated in conjunction with and in a similar manner, as is the homeowner for purposes of compliance and liability.
 - 19) The violation of any provision of this Satellite Dish/Antenna Policy will result in a reasonable penalty upon the owner and/or occupant of the unit causing such violation.

- 20) The Association will not require that a homeowner use a qualified/licensed contractor for such installation, however should a homeowner elect to utilize a contractor for installation purposes, the homeowner must require that contractor to have currently in effect, worker's compensation and general liability insurance (1 million dollars) policies before installation takes place.
- 21) *Satellite dishes*/antennas not in compliance with the Satellite Rules and Regulations will be subject to removal at the Owner's expense.
- 22) This policy is subject to change at the discretion of the Board of Directors.

ADOPTED: _August 8, 2005

PH&L COMMUNITY ASSOCIATION

Merit Property Management, Inc.
6200 Playa Vista Dr., Second Floor
Playa Vista, CA 90094

PARKING RULES AND REGULATIONS **AND TOWING POLICY**

ADOPTED: AUGUST 8, 2005

The Association's CC&Rs provide specific parking and vehicle restrictions and authorize the Board to establish "parking," "guest parking," and "no parking" areas within the portions of the Common Area improved as streets, driveways, or parking areas, and to enforce such parking limitations by all means lawful, including the removal of any violating vehicles under Vehicle Code Section 22658.2 (i.e., authority to tow vehicles). Accordingly, pursuant to the CC&Rs, Owners and their family members, tenants, residents, guests, visitors, invitees, and agents are required to comply with the following parking restrictions. Owners shall be responsible for violations of family members, tenants, residents, guests, visitors, invitees, and agents of the Owner (capitalized terms have the same meaning as defined in the CC&Rs):

These rules shall be in effect on all common areas and garage areas that are owned by the Association.

1. Park, parked, or parking, as defined in the California Vehicle Code, Section 463, shall mean the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.
2. Double parking: no vehicle shall be parked, stopped or left standing, whether attended or unattended, except in an emergency, on the roadway side of any vehicle stopped, parked or standing at the curb or edge of a street or roadway or other common area (i.e. no double parking).
3. Fire lanes: No vehicles shall be parked, stopped or left standing, whether attended or unattended, in any marked fire lane area. Violators are subject to immediate tow at the owners' expense.
4. Prohibited parking:
 - a. Parking is not permitted in any red zones.
 - b. Parking in a green zone is not permitted except as indicated by the markings on the curb.
 - c. Parking is not permitted on a sidewalk, in front of a driveway, or in any manner that would obstruct a driveway or create a traffic or safety hazard.
 - d. Parking with part of a vehicle on a driveway and part of the vehicle in the street is prohibited.
 - e. Parking sideways across a driveway is prohibited.
 - f. Parking in a manner that leaves oil or other debris on the street or garage is not permitted.
 - g. Parking in front of a mailbox is prohibited.

5. Prohibited Vehicles:

No inoperable vehicles or any large commercial-type vehicle (other than a pick-up truck or van used for daily transportation of residents or visitors to the Properties) including but not limited to, any dump truck, cement mixer truck, oil or gas truck or delivery truck, any recreational vehicle, camper unit, house-car or motor home, any bus, trailer, trailer-coach, camp trailer, boat, aircraft, mobile home, or any other similar vehicle or vehicular equipment, mobile or otherwise, deemed to be a nuisance by the Board, may be parked, stored, or kept anywhere on the Properties, on any common area or on any garage area. The above excludes camper trucks and similar vehicles up to and including three-quarter (3/4) ton when used for every day-type transportation and subject to approval by the Board

6. Vehicles may not be stored in the garage or any common area. "Stored" or "storing" occurs when a vehicle is parked in the same location for a period in excess of ninety-six (96) consecutive hours. When it is believed that a vehicle is abandoned, the association will have the vehicle towed at the Owner's expense.
7. No parking shall be permitted which may obstruct free traffic flow, constitute a nuisance, or otherwise create a safety hazard. Owners shall comply with all requirements of the California Vehicle Code (for example, no parking (i) in fire lanes, (ii) adjacent to a fire hydrant, (iii) more than 18 inches from the curb, or (iv) with the front-end of the vehicle facing oncoming traffic, etc.).
8. Members must park vehicles in assigned parking spaces. Vehicles parked illegally may be towed at the owners' expense on the first offense. Any vehicle illegally parked in a fire lane at any time is subject to immediate tow at the owner's expense.
9. Guests are permitted to park their vehicles on the street and in the garage, using spaces designated as "Guest Parking." Guests must first check for availability of "Guest Parking" spaces before parking elsewhere on the streets. Any parked vehicle, on any common area or garage area, in violation of any of the Association's governing documents, will be deemed in violation of the CC&Rs and may be towed from the community at the vehicle owner's expense in accordance with the enforcement procedures set forth below.
10. For the first two violation(s) of the parking rules occurring during a calendar year by any Owner or the Owner's family members, tenants, residents, guests, visitors, invitees, and agents, a warning notice will be issued. On the third violation, the Owner will be invited to attend a hearing before the Board, and a fine may be levied against the Owner in accordance with the Association's Delinquency Policy. On the fourth violation, the vehicle may be towed from the community without further notice to the vehicle owner and at the owner's expense, pursuant to Section 22658.2 of the California Vehicle Code. Please note that violations by an Owner's family members, tenants, residents, guests, visitors, invitees, or agents are all attributable to the Owner, such that after three aggregate violations attributable to an Owner occur during the calendar year, the next violation shall result in the vehicle being towed.
11. Association members are responsible for all violations of their tenants and guests.
12. Oversized non-primary vehicles like commercial type vehicles, recreational vehicles, inoperable vehicles, dump trucks, delivery trucks, camper units, motor homes, buses, trailers, trailer coaches, camp trailers, boats, aircraft, mobile homes, or other similar vehicle equipment, are deemed to be a nuisance by the Board and must be maintained off the premises.

13. Garage gates shall be kept closed at all times, except as reasonably required for ingress to or egress from the interiors of the garages.
14. Vehicles shall not be overhauled, nor shall repairs be conducted, on any portion of the common area or garage area.
15. Vehicles shall not be washed on any portion of the common area or garage area.
16. Recreational vehicles may be parked in a driveway or in front of a unit for loading and unloading purposes only.
17. No assigned parking space, trailer, camper, motor home, or recreational vehicle shall be used as a residence either temporarily or permanently.
18. The Association may tow a vehicle on a first violation, without prior notice to the Owner, if the vehicle obstructs traffic, interferes with any entrance to or exit from the community or Lot, is parked in a parking space designated for the handicapped, or presents a safety hazard, such as any vehicle parked in a fire lane, adjacent to a fire hydrant, or more than 18 inches from the curb.
19. Towing Procedures:

When a vehicle is towed from the community, the following procedures shall be taken in accordance with Section 22658.2 of the Vehicle Code:

- a. The towing service shall be contacted by an authorized representative of the Association as designated in subparagraph "c" below.
- b. If the identify of the registered owner of the vehicle is known or readily ascertainable, the President of the Association, or his or her designee, shall, within a reasonable time after the vehicle has been towed, notify the owner of the removal by first-class mail. If the identify of the owner of the vehicle is not known or ascertainable, the President of the Association, or his or her designee, shall comply with subdivision "c" of Vehicle Code Section 22853. Specifically, the President of the Association or his or her designee shall give notice of the removal of the vehicle to the local traffic law enforcement agency immediately after the vehicle has been removed. The notice shall include a description of the vehicle, the license number, and the address from where the vehicle was removed.
- c. The following representatives of the Association are designated, in the order listed below, to authorize towing of a vehicle from the Community:
 - i. The Association's Account Executive/Community Manager;
 - ii. The Association's President, Vice President, or other designated members of Association's Board of Directors; and
 - iii. The Association's Patrol Service.

- * THE WORDS "VEHICLE," "VEHICLES", AND "VEHICULAR" AS USED HEREIN THESE RULES INCLUDE, BUT ARE NOT LIMITED TO PASSENGER VEHICLES, MOPEDS, MOTOR BIKES, MOTORCYCLES, GO KARTS, GOLF CARTS, OVERSIZED NON-PRIMARY VEHICLES SUCH AS COMMERCIAL TYPE VEHICLES , RECREATIONAL VEHICLES, DUMP TRUCKS, DELIVERY TRUCKS, CAMPER UNITS, MOTOR HOMES, BUSES, TRAILERS, TRAILER COACHES, CAMP TRAILERS, BOATS, AIRCRAFT, MOBILE HOMES, OR OTHER SIMILAR VEHICLE EQUIPMENT, WHETHER OPERABLE OR NOT.