

LA VITA HOA MEMBERSHIP HANDBOOK

Rules and Regulations
Maintenance Guide and Manual
Architectural Guidelines



la vita
little italy

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San Diego, CA 92101
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LA VITA HOMEOWNERS ASSOCIATION MEMBERSHIP HANDBOOK

INTRODUCTION

Welcome to your new home at La Vita, a premiere property located in San Diego's downtown community of Little Italy!

La Vita Homeowners Association (HOA) was created for the purpose of managing the La Vita property. La Vita HOA is a California Nonprofit Mutual Benefit Corporation. Your ownership of a condominium or townhouse within La Vita automatically makes you a Member of the Homeowners Association. All Members of La Vita HOA own an undivided interest in common in a portion of real property coupled with a separate interest in the space called a Unit.

This handbook is provided as a guideline of basic information about living in a homeowners association and is not intended to replace the Association's other governing documents: Declaration of Covenants, Conditions & Restrictions (CC&Rs); Bylaws; and Articles of Incorporation (Articles). La Vita Homeowners Association is founded and administrated by these governing documents.

This handbook also provides you with maintenance schedules and guidelines as well as the Architectural Guidelines.

Living in a high-rise condominium property such as La Vita requires that each Resident be mindful how the impact of their actions may affect their neighbors and Association community. This handbook includes rules and regulations designed to facilitate each Resident's enjoyment of their Unit and Association property and to also reduce or eliminate the common sources of disagreement that lead to problems between Residents.

The Association, through its Board of Directors, is responsible for the overall management of La Vita HOA and enforcement of the CC&Rs as well as the Association's Bylaws and Rules and Regulations. The CC&Rs give the Board of Directors the power to make reasonable Rules and Regulations. Therefore, as the needs of the Association change, the Board will approve and distribute revisions to all Homeowners. Each Owner has been given copies of the above documents and should be familiar with their contents.

CONTACT INFORMATION

On-Site Payments, General Correspondence, and Management

La Vita Homeowners Association
300 West Beech Street
San Diego, CA 92101

Telephone Numbers

La Vita On-Site Office (619) 236-1044
La Vita Office Fax..... (619) 236-1209

Emergency or Security Telephone Numbers

La Vita After Hours Emergency (619) 299-6899 (listen for prompts)
La Vita On-Site Security (619) 573-7674
Little Italy Association (619) 233-3898
Police/Non-Emergency..... (619) 531-2000

WHAT IS A HOMEOWNERS ASSOCIATION?

The relationship between a Homeowners Association (HOA) and its Members is in many ways the same type of relationship that each person has with their city government. The HOA Members vote annually to elect a Board of Directors. The Board of Directors' powers and authority are defined in the HOA's governing documents, which include the Declaration of Covenants, Conditions and Restrictions (CC&Rs) and the Bylaws.

It is very important that you, as a Member of La Vita HOA, read the CC&Rs. The CC&Rs describe the rights and obligations of the HOA and of each Homeowner/Member. Without a working knowledge of the CC&Rs, you may miss opportunities to claim your rights as a Member. Additionally, you may inadvertently neglect your obligations, which could ultimately cause you and your neighbors unnecessary expense.

The Bylaws are another critical document that is important for you to read. The Bylaws describe the mechanics of HOA decision-making and management. Your ability to exercise control over what happens in your HOA will depend, in part, on your knowledge of the governing documents.

For additional information regarding laws governing homeowner associations, please refer to the following:

1. Davis-Stirling Common Interest Development Act
2. California Business & Professions Code
3. California Code of Civil Procedure
4. California Corporations Code
5. California Government Code
6. California Health & Safety Code
7. California Insurance Code

8. California Vehicle Code
9. California Welfare & Institutions Code
10. California Code of Regulations – California Building Code
11. California Code of Regulations – Environmental Health
12. Code of Federal Regulations – FCC Regulations

TERMS USED IN THIS HANDBOOK

1. “Homeowner,” “Member,” and “Owner” are used interchangeably and refer to the legal owner of a La Vita condominium or townhouse.
2. “Unit” refers to any La Vita Residential Unit and its Exclusive Use Common Area.
3. “Resident” refers to any Owner, family Member, or Tenant occupying a Unit at La Vita.
4. “Lease” and “rent” (and all forms) are used interchangeably.
5. “Tenant” refers to any person who is renting/leasing a Unit at La Vita.
6. “Invitee” refers to any person invited to enter Association property by a Resident, including guests and workers.
7. “Board” and “Board of Directors” both refer to La Vita HOA’s Board of Directors.
8. “Property Management,” “Management,” and “Property Manager” all refer to La Vita HOA’s property management company and its on-site personnel.
9. “Governing Documents” refer to La Vita CC&Rs, Bylaws and Articles of Incorporation.

RULES AND REGULATIONS

The Board shall have the power to adopt, amend, and repeal the rules and regulations set forth in the La Vita HOA Membership Handbook as it deems reasonable. The Board may, in its discretion, promulgate rules applicable to the Owners. The guidelines set forth in the Rules and Regulations shall govern the use of the Common Area and the Association Property by all Owners and their guests. However, the Rules and Regulations shall not be inconsistent with or materially alter any provisions of the other Governing Documents. A copy of the Rules and Regulations as adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner. In case of any conflict between any rules and regulations set forth in the Rules and Regulations and the other Governing Documents conflicting rules and regulations shall be superseded by the provisions of the Declaration, the Articles and the Bylaws.

The La Vita Rules and Regulations have been established and approved by the Board of Directors in accordance with the CC&Rs. These rules and regulations are enforceable as to all Residents and their guests.

All Homeowners have received copies of the Bylaws and the CC&Rs of La Vita Homeowners Association. Homeowners are encouraged to read these documents carefully because they specify in detail the duties, obligations, and rights of each Homeowner.

The Association will consider reasonable accommodations from these Rules for those with disabilities as required by State and Federal Law.

It is the Homeowner’s responsibility to ensure that family, guests, and Tenants understand these rules and regulations. If you need copies of the Association’s documents or have any other related questions, please contact Property Management. A nominal fee will be charged to cover the cost of duplicating HOA documents.

Assessments

The Board of Directors shall have the power to establish, fix, and levy assessments against the Owners and to enforce payment of such assessments, in accordance with the provisions of the Governing Documents.

Regular assessments are due on the 1st day of each month. Assessments received after the 15th day of the month will be assessed late fees and may incur interest charges.

Rule Enforcement Policy

1. The following procedure will apply to all violations and infractions of the Governing Documents and the HOA Membership Handbook.
2. Any Resident may report violations to Property Management or the Board of Directors by submitting a written notice describing the violation.
3. The Board of Directors, Property Management, or a committee appointed by the Board may also note any violation discovered during a walk-through or by personal knowledge of any of its Members or representatives.
4. At its discretion, the Board of Directors may impose a fine for any violation or infraction, consistent with the schedule of fines described in the next Section, and after proper notice and hearing.
5. At the time a violation is noted or reported, action will be taken as described below:
 - a. A notice to correct a violation will be sent to the Homeowner. The notice will contain a description of the violation and instructions regarding response to the notice and correction of the violation. The Board may impose a fine after proper notice and hearing or notify the Owner of the intent to do so if the violation is not remedied.
 - b. In situations where the Board, in its sole discretion, determines that the alleged offense is sufficiently serious including, but not limited to, threats against person or property; dog bites; in progress unapproved architectural modifications; rental terms which do not meet the minimum requirements of governing documents; unscheduled moves; or outrageous conduct, the Board may authorize the omission of the "notice to correct violation" and proceed directly to a hearing.
 - c. If the violation continues, or if the Homeowner's response is otherwise unsatisfactory, the Owner will receive a notice to appear before the Board or an appointed committee. The notification of the hearing date shall be at least fifteen (15) days before the hearing. The Board may impose a fine after proper notice and hearing.
 - d. All notices shall be delivered to the Homeowner either personally or by first class or registered mail to the last known mailing address of the Homeowner shown on the Association's records. It is the Homeowner's responsibility to ensure the Association has the correct mailing address.
 - e. The Board or appointed committee shall give fair consideration to the Homeowner's oral and/or written testimony in determining whether to impose a monetary penalty.
 - f. If the violation continues, or if the Homeowner's response remains unsatisfactory, even after imposition of a monetary penalty, the Board or its appointed committee may impose additional or continuing fines until such time as the matter is satisfactorily resolved. Additionally, the Board may choose to refer the matter to the Association's legal counsel.
 - g. The Board may impose continuing periodic fines for continuing violations without additional hearings. "Continuing violations" are those that remain unchanged until corrected (for example an unapproved modification to a Unit).
 - h. If a lawsuit is filed, the Homeowner may be liable for the Association's legal costs and fees.

Procedure for Homeowner Hearings

If you have been invited to attend a hearing for an alleged violation of the Association’s Governing Documents, you have the right to have the hearing held in executive sessions. The following procedure will be followed:

1. You will be introduced to the Board of Directors and other Association Representatives.
2. The acting chairperson will summarize the reason for your invitation to the hearing.
3. You may present written or oral evidence, and/or one witness, to state your position.
4. The requirements of the Association’s Governing Documents will be reviewed for clarification issues.
5. The Board may ask you questions.
6. You may make a final statement.
7. The Board will deliberate and vote in a closed session.
8. You will be notified of the Board’s decision in writing within 15 days.

Disputes among Homeowners and Between Homeowners and the Association

It is in the best interests of both Homeowners and the Association that disputes be resolved outside of a courtroom. To this end, the Association and the Owners are subject to the default internal dispute resolution procedures in Civil Code section 5915 and the alternative dispute resolution procedures beginning at Civil Code section 5925.

Schedule of Fines

Hazardous Activities (Risk of Harm to Person or Property).....	\$500
Unauthorized/Unscheduled Moves	\$750
Prohibited Short-Term Rental (under 30 days).....	\$1,000 per violation*
plus nightly advertised rate for the duration of the violating incident.	
Failure to maintain HVAC on a yearly basis.....	\$250
Failure to provide copies of lease to management office.....	\$200
Use Restrictions	\$200
Vehicle and Parking Restrictions.....	\$200
Violation of Governing Documents.....	\$300
Failure to provide proof of homeowners’ insurance	\$200
Failure to clean up pet waste from Common Areas	\$100 (first offense)
	\$300 (subsequent offenses)
Unauthorized Improvements/Modifications to Property	\$500**
Continuing Violations (those that remain unchanged until corrected ...	\$20 per day

***Statement of violation includes but is not limited to: posted advertising or proof of infraction**

****Plus the cost of restoring the property to its original condition**

All fines are in addition to correction, clean-up, and repair costs, or any enforcement assessments.

Fines for continuing or repeated violations may be doubled or tripled at the discretion of the Board Four or more violations assessed to a single Unit in any continuous 12-month period may result in an additional fine of up to \$1,000 at the discretion of the Board of Directors.

Suspend Rights of Members

The Board shall have the right, after Notice and Hearing, to temporarily suspend an Owner’s rights as a Member, including the right to vote or the right to use the facilities.

Fees for Replacement Items

A replacement fee will be charged for the following items. These fees are subject to change; ask the Property Manager for a current fee list. If the Board determines that a lost key requires re-keying of the associated lock(s), all associated costs for doing so will be charged to the Unit that lost the key.

Garage gate opener.....	\$75
Common Area door fob.....	\$75
Common Area key.....	\$75
Storage room key.....	\$75

Other Fees

Moving fee (each move).....	\$150
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Association Right of Entry

The Association and its agents shall have the right to enter a Unit only to the extent necessary to perform its maintenance and inspection obligations and after Notice and Hearing (except in the event of an emergency in which case no prior notice need be given) to enforce the provisions of this Handbook.

In an emergency situation, the Association and its agents shall have authorization to enter your Unit, using forcible entry, if necessary. The Association will be responsible for all damages caused by the Association to your Unit only in the event that the emergency is not the direct result of a Resident maintenance item or action.

RESIDENT AND GUEST CONDUCT

Owners and Residents are responsible for any and all actions of their guests, Tenants, contractors, employees, and anyone else on the premises by their instruction, permission, or invitation. Adult guests do not always have to be accompanied by a Resident; however, guests must follow all rules of the Association. Rules violations may result in fines being assessed.

In the event that a Resident or guest is causing a disturbance during business hours, the person being inconvenienced should contact Management. At all other times, notify security, or if appropriate, call 911. Please follow up by notifying Management via e-mail or in writing with details about the disturbance, including Unit number, so that the Resident may be informed of a rules violation.

General Conduct

1. All Common Areas, including but not limited to the recreation areas, lobbies, parking garage, and elevators, are unsupervised and are used by all Residents and guests at their own risk.
2. Only persons age 21 years and older may consume alcoholic beverages in any Common Area.
3. Proper attire must be worn at all times while in the Common Areas. Shirts and shoes are expected to be worn, except within the pool and spa areas. Anyone going to and from the fitness center and pool/spa must wear a cover-up. Precautions should be taken to prevent water from dripping onto the interior surfaces and elevator flooring.
4. It is not permitted to prop open any Common Area entry or exit door or perimeter gate as doing so may permit unauthorized access to La Vita.
5. Skateboards, skates, scooters, bicycles or other such devices may not be used or left unattended in any Common Area.

6. Building roofs, mechanical rooms, are off-limits to all Residents and guests except in an emergency situation.
7. Sleeping is not permitted in any non-Exclusive Use Common Area.
8. Residents and guests cannot monopolize any Common Area. Each unit is limited to four (4) guests total at any given time.
9. Special requests submitted for large groups in the Common Area will be considered on a case-by-case basis. A \$150 deposit may be required.

Smoking

Smoking (including, but not limited to e-cigarettes) of any kind is strictly prohibited in all Common Areas of La Vita, including stairwells, corridors, recreation facilities, courtyard, parking garage, lobbies, and elevators. It is also prohibited in Exclusive Use Common Areas, such as Unit balconies, patios, and roof decks. (For odors emitting from inside units, see Miscellaneous #2, page 12.)

Noise

Noise is the top complaint in high-density properties such as La Vita and is the cause of most problems between neighbors. It is the policy of the Board to strictly enforce noise rules.

1. Loud or unruly conduct anywhere on the La Vita property, including your residence, which disturbs the comfort and quiet enjoyment of others, is prohibited. Please respect your neighbors.
2. The volume of stereo sets, television, musical instruments (i.e., pianos and organs), radios, etc., shall be held at reasonable levels at all times so other Residents are not disturbed.
3. Speakers and floor supported musical instruments (i.e., pianos and organs) must be properly insulated from direct contact to floors and walls in order to minimize vibrations and noise transference.
4. After 10:00 p.m., volume must be significantly reduced in order to not disturb other Residents.

Pets

1. No household may keep more than an aggregate of two (2) dogs and/or cats.
2. No Resident shall maintain any aquarium or other container holding more than thirty (30) gallons of water.
3. All pets must be kept inside the Unit when unattended and may not be left on balconies, patios, or decks without direct supervision. Doors and/or windows should be closed when a Resident is not present to mitigate pet noise.
4. Repeated complaints by Residents about pet noise may result in fines.
5. The Board may prohibit the keeping of any animal, which constitutes, in the reasonable opinion of the Board, a nuisance to others.
6. Residents are responsible and liable for any personal injury or property damage caused by their pets.
7. Animals are allowed in the courtyard for the sole purpose of entering or leaving the property. After proper notice and hearing, fines will be assessed for violations.
8. Pets are not permitted to defecate or urinate in any Common Area or Exclusive Use Common Areas, including but not limited to: the courtyard; parking garages; elevators; lobbies; and balconies and patios. Residents are responsible for immediately removing any item deposited by their pets on walkways or other Common Areas.
9. Residents are encouraged to not allow their pets to defecate or urinate in exterior areas surrounding the building, but especially in the immediate vicinity of the building entrances (where a strong urine smell has been noticed in the past).

10. Dogs must be kept on leash when in any Common Area, including lobbies, hallways, parking garage, courtyard, and elevators. The leash must be held by an individual capable of controlling the dog.
11. No animals of any kind shall be raised or bred in any Unit or kept for any commercial purposes.
12. Reptiles, livestock, poultry, and farm animals are strictly prohibited.
13. Residents who are disturbed by an animal are urged to first contact Property Management, and if unsuccessful, to contact the Animal Control Department.

Barbecues and Gas Outdoor Cooking, Heating, and Fire Pits

Per San Diego Fire Code

1. Charcoal or wood-burning barbecues or fire pits are not allowed
2. Any device that uses a combustible liquid or gas to operate is prohibited, including but not limited to, heaters, barbecues and fire pits.
3. Gas or liquid cylinders are prohibited.
4. Transportation of cylinders is not permitted in elevators or stairwells.
5. All devices using liquid or gas cylinders must be removed after notice by Management.

Trash Disposal

1. Trash chutes may not be used between 10:00 p.m. and 7:00 a.m. The loud noise created by falling trash can be heard in some Units.
2. Garbage, trash, or other waste shall be kept only in sanitary containers.
3. Disposal of hazardous waste in La Vita's trash chutes and containers is strictly prohibited. Examples of hazardous waste include paints, solvents, varnishes, acids, flammables, acrylics, resins, and motor oil. For the proper disposal of such items, please contact the City of San Diego's Environmental Services Department at (858) 694-7000 or visit their web site at www.sandiego.gov/environmental-services/ep/disposal.shtml.
4. No Resident shall permit or cause any trash or refuse to be deposited in any Common Area or Exclusive Use Common Areas other than in receptacles customarily used and designated for such purposes. Trash or other debris may not be kept on balconies, roof decks, or patios.
5. Large discarded items such as old furniture and appliances are the sole responsibility of the Homeowner to remove from the premises and dispose of properly. Residents are prohibited from disposing of these large items in the trash chutes or dumpsters; any Resident found doing so will be required to pay for the cost of removal.
6. Residents are responsible for picking up their trash that is spilled, blown, or otherwise deposited into a Common Area and disposing of it properly.

Recycling

City of San Diego Ordinance (O-2008-30) requires all businesses and residences (including condominiums) to recycle. La Vita must comply with the ordinance and has set up a recycling program. As such, recycling bins are available to Residents on the P-1 level of the parking garage. They are well marked with recycling signage and are provided and maintained by La Vita's trash service provider.

Residents are required to separate the following items and dispose of them only in the recycling bins:

- Newspaper
- Paper
- Cardboard
- Batteries, CFL lights, etc.
- Plastic and glass bottles and jars
- Metal cans

Do not place trash or any other items not listed above inside the recycling containers. If a recycling container is contaminated with trash, the Association will be charged a higher fee for the disposal of that load.

The Association has provided shredding receptacles in the Tower Lobby and Mid-Rise garage level 0.

La Vita is happy to be able to offer this program to our Residents and help make the San Diego environment a cleaner place. Your cooperation is appreciated.

Selling Your Unit

Homeowners are required to notify Management when a residence is listed for sale. Failure to comply may result in a fine being levied.

1. Units may be shown only during the following hours: Daily 9:00 a.m. to 8:00 p.m.
2. Open Houses are permitted as in the Section described below.
3. Signage is limited to one sign per Unit. A sign may not exceed 9 square feet and may not be attached to any exterior location of the building. Signage may not consist of lights, roofing, siding, paving materials, flora, balloons, or any other similar building, landscaping, or decorative component, nor may it include painting of architectural surfaces.
4. A broker/agent's sole purpose shall be to show a specific property at La Vita and will be authorized reasonable access to the Common Areas.
5. Access is limited to the seller's agent, buyer's agent, and the prospective buyer.
6. Property Management personnel will not hold keys for any agent/broker.
7. Lockboxes are permitted only in the lockbox storage area.
8. Homeowners shall provide their broker/agent with a copy of these rules.

Brokers Open House and General Open House

Rules and Regulations allow a Brokers Open House to occur on Wednesdays from 10:00 a.m. to 1:00 p.m. by submitting a request to Management at least one week prior to the event. Only one event will be allowed per week, so approval will be granted on a first-come, first-served basis. Two agents must be present at all times: the listing agent shall be in the residence being held open, and the second agent shall be in the lobby directing brokers to the unit. A maximum of 3 brokers may be congregated within the lobby; all others must remain outside the premises until directed to enter or once the previous 3 brokers have exited the building. For a General Open House, two agents must be present at all times: the listing agent shall be in the residence being held open, and a second agent shall be in the lobby. Entry doors may not be propped open at any time. A broker/agent must accompany guests at all time.

Renting Your Unit

Homeowners are required to notify Management when a residence is listed for rental. Failure to comply may result in a fine being levied.

1. Only an Owner shall be entitled to rent their Unit (but not a portion thereof unless the Owner remains in occupancy and the tenant is the Owner's house mate) subject to the guidelines, as outlined in this Section. Subletting by a tenant is not allowed.
2. No Owner may lease or exchange a Unit, or part of their Unit, for a period less than 30 days.

3. No Owner may advertise rental of their Unit, or part of their Unit, for a period of less than 30 days on sites that include, but are not limited to: Craig's List; VRBO, Home Away, or AirBNB. Violations will incur a fine.
4. Any rental agreement must be in writing, must provide that the rental is subject to Association documents and must provide that any failure to comply with any of the provisions of the CC&Rs or Association documents shall be a default under the terms of the rental agreement. Subletting is prohibited.
5. All Owners who rent their Units must provide copies of signed rental agreements to Management *prior* to the Tenant(s) moving in, and must provide the names and contact information of each Tenant.
6. Vehicle information (make, model, and license number) is required.
7. In accordance with the California Civil Code, if an Owner allows friends or family Members to reside in their Unit in a non-lease arrangement, the Owner must provide Management with the Residents' names and contact information.
8. Homeowners must provide their Tenant(s) with a copy of the CC&Rs and the HOA Membership Handbook.
9. The Owner is responsible at all times for their Tenant's compliance with all of the provisions of the Governing Documents pursuant to the occupancy and use of their Unit. Violations by a Tenant may incur an Owner fine.
10. A Tenant shall have no obligation to the Association to pay assessments imposed by the Association nor shall any Tenant have any voting rights in the Association.
11. Property Management companies: All property management companies must abide by La Vita CC&Rs and Rules and Regulations. All correspondence is sent to the Homeowner. If the Homeowner wishes a property manager to receive copies of correspondence, a notice, in writing, must be provided to the on-site office.

Moving

All Residents moving into or out of La Vita, or from one Unit to another within the property, must schedule their move with Management. Additionally, there are defined procedures relating to moves. Please refer to [Exhibit H](#) for a complete copy of current La Vita moving policies and procedures.

Unscheduled moves into or out of La Vita are strictly prohibited and will be stopped.

Unscheduled moves will also incur a fine by the Board of Directors.

Moving Hours:	<u>Monday thru Friday:</u>	8:30 a.m. to 4:30 p.m.
	<u>Saturday:</u>	8:30 a.m. to 3:30 p.m.
	<u>Sunday and Holidays:</u>	No moves allowed

Deliveries and Pick-ups

There are defined procedures relating to deliveries and pick-ups. Please refer to [Exhibit I](#) for more details.

Property Management is prohibited from accepting or signing for certified mail. Please make other arrangements.

Window Washing Equipment

All window washing equipment and covers shall be used, moved, and operated solely by building staff. Homeowners and Residents are strictly prohibited from operating or moving any window washing equipment, including equipment located on Exclusive Use balconies, roof decks, and patios.

Improvements/Modifications to Residential Units

As explained in Article 9 of the CC&Rs, no improvements of any kind, or any structural modification within any Residential Unit or Exclusive Use Common Area, shall be undertaken until complete plans and specifications have been submitted and approved in writing by the Board in accordance with the procedures set forth in the Architectural Guidelines.

Please refer to the La Vita Architectural Guidelines and Article 9 of the CC&Rs for a complete explanation of the procedures. Examples of modifications that may require architectural approval include, but are not limited to, hard surface flooring, or structural alterations.

Homeowners are reminded that any work done in a Residential Unit is limited to the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. Fines may be assessed and work may be halted for any work done outside these hours.

Please see the La Vita Architectural Guidelines for a copy of the forms required by the Board and Architectural Committee when requesting approval for a modification to a Residential Unit. The Architectural Guidelines also provide requirements for contractors, including where work can be done, insurance, noise, usage of Exclusive Use Common Areas (balconies and patios), etc.

Holiday Decorations

1. The acceptable time frame for holiday decorations is as follows:
Winter holidays: 5 days before Thanksgiving until January 10
Other holidays: 5 days prior to the holiday until 3 days after the holiday
2. Unless otherwise permitted, all holiday decorations must be displayed within the boundaries of your Unit or Exclusive Use Common Area.
3. The Board has approved the display of wreaths or similar decorations on the Common Area side of a Unit's main entryway during the winter holiday season defined above. Items may be hung using non-penetrating over-door hooks only. Please see Management if you have any questions.
4. All holiday lighting must have a UL or comparable rating. Outdoor lights must be designed for outdoor use.
5. Only artificial trees OR flocked fire retardant Christmas trees are permitted, as requested by the Fire Department. Christmas tree recycling instructions will be provided each December. Disposal of Christmas trees in trash chutes or dumpsters is strictly prohibited.
6. No Resident may place holiday decorations on any plant or tree in the Common Area or Association property.

Water Supply Systems

No individual water supply, sewage disposal, or water softener system is permitted in any Unit unless such system is designed, located, constructed, and equipped in accordance with the requirements, standards, and recommendations of any water district having jurisdiction, the City, Board, Architectural Committee, if any, and all other governmental authorities with jurisdiction.

Waterbeds

Waterbeds are not permitted at La Vita.

Miscellaneous

1. No person shall discharge into the Association's sewer system, storm drain, or other Association property, any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety, or welfare, violate any law, subject any Owner to liability under state and federal law for any clean-up, or cause injury or damage to neighboring or Association property.
2. No air pollutants or contaminants sufficient to create a nuisance shall be discharged. No odors shall be emitted in such quantity as to be readily detectable outside the physical boundaries of a Residential Unit including, but not limited to, incense and smoke from cigarettes, cigars, pipes, and other recreational smoking devices. Owners may be required to install odor mitigating devices inside their units.
3. Residents must notify Property Manager at least one business day prior to any commercial floor cleaning, painting, or other professional work being done in their Unit. Work must be completed between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays as set forth in the CC&Rs.
4. Commercial carpet cleaning services are required to use a portable cleaning system for any Unit above the ground floor in the mid-rise and tower buildings. In ground floor Units, cleaning must be done with a portable cleaning system unless the Unit is accessed via an exterior sidewalk.
5. Foil or other reflective materials, bed sheets, papers, and the like may not be applied to windows at any time.
6. Any violation of governmental laws and regulations are deemed violations of these rules.

COMMON AREA

In addition to all interior and exterior areas at La Vita that are not part of a Residential Unit or its Exclusive Use areas, the "Common Area" includes the bearing walls located within a Residential Unit and all structural components within a Residential Unit that may be required for the support of the building within which the Unit is located. Additionally, the Common Area includes "Utility Facilities" (as defined in the CC&Rs) located in the walls, ceilings, and floors of a Residential Unit.

1. Homeowners are responsible to the Association for any damage to Common Area equipment, landscaping, or property that is caused by the negligence or misconduct of the Owner or the Owner's pets, family, guests, Tenants, employees, or contractors. All costs of resulting repairs and/or replacements shall be borne by such Homeowner.
2. No structural alterations to the interior of or Common Area surrounding any Unit shall be made, and no plumbing, electrical, or other work that 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 Board.
3. Residents are not permitted to drill, nail, or otherwise penetrate any Common Area wall, floor, or ceiling for any purpose.
4. Except as stated in Item 3 of Holiday Decorations, no doorknockers, symbols, wreaths, or similar features shall be hung, attached, or installed to the Common Area side of a Unit's entryway or door unless approved by the Board.
5. Except as stated in Item 3 of Holiday Decorations, Residents may not place any items in Common Area hallways outside their Unit's entrance door.

6. The Board has authorized the use of wireless doorbells with plain white push buttons at each Unit's entryway. Push buttons may be attached with double-sided tape only. Please see Management for device approval and instructions before mounting push buttons outside a residence.
7. Common Area electrical outlets are for the express use of the Association and shall not be used by Residents without written approval of the Board or Management.
8. Common Area electrical outlets in the Parking Garage cannot be used to charge electric vehicles. Please contact management office for more information
9. Brushing, dusting, or cleaning personal belongings in any Common Area is not allowed.
10. No barbeque, hibachi, or other cooking apparatus, other than those barbeque facilities provided by the Association, shall be used within any Common Area. Please leave the barbeque facilities in a clean and neat condition for the next Resident. Make sure to turn off the gas valves when not in use.
11. Residents and their guests may not borrow or remove any property or equipment belonging to the Association from any Common Area.
12. No solicitations are allowed on Association property except those approved by the Board. This includes the distribution of flyers, advertisements, pamphlets, door-to-door sales, or other similar methods.

Parking

Parking spaces at La Vita are deeded to Homeowners, excluding handicap spaces, which are assigned. Residents requiring the use of such a parking space should refer to Exhibit A for procedures relating to reassignment of handicap spaces.

The Association is not responsible for vehicles damage, including from break-ins, in the Parking Garage.

The Board may establish reasonable regulations for the use of Exclusive Use Parking Spaces and Exclusive Use Garages and may enforce all parking and vehicle use regulations applicable to the Association. Enforcement actions the Association may take include removing violating vehicles from the La Vita grounds pursuant to California Vehicle Code section 22658 or other applicable laws.

1. Residents shall park their vehicles only in the Exclusive Use Parking Space(s) or Exclusive Use Garage associated with their Residential Unit, with the sole exception that motorcycles may be parked in any unreserved space marked for motorcycle use.
2. Only standard passenger vehicles may be kept in Exclusive Use parking spaces, and all vehicles must display current state DMV registration. At no time is it permissible to store any other item in or around your space(s), including but not limited to trailers, bicycles, boxes, and furniture. "Standard passenger vehicles" is defined as automobiles, motorcycles, passenger vans designed to accommodate ten or fewer people, and pickup trucks having a manufacturer's rating or payload capacity of one ton or less.
3. Only one vehicle is allowed per assigned space, except that it is permissible to also park one motorcycle in front of or behind your vehicle(s), but only if both vehicles fit completely within the boundaries of your space and do not block access of vehicles in adjacent spaces.
4. No Resident may park a vehicle in a manner that the Association determines either restricts the passage of pedestrians or vehicles over Association driveways or sidewalks or extends beyond the limits of the space where the vehicle is parked.

5. Residents are responsible for keeping their Exclusive Use parking spaces free from oil stains. Oil stains will be cleaned at the deeded Owner's expense, but only after the Owner is notified by the Association and provided an opportunity to dispute the violation.
6. Unless expressly approved by the Board, oil drip pans are not permitted in Exclusive Use parking spaces. Carpeting, cardboard, or similar devices are never permitted.
7. Owners may rent/lease their own parking spaces, but only to another Resident. The Association must have a copy of any lease/rental agreement.
8. No repair, maintenance, or restoration of any vehicle may be conducted within the La Vita perimeter.
9. Garage doors to Exclusive Use Garages must be kept closed except when a vehicle is entering or exiting the Exclusive Use Garage.
10. No vehicle may be left unattended in emergency access drives.
11. Unattended and improperly parked vehicles **may** be towed by the Association without notice at the vehicle owner's expense.
12. Car washing/detailing is strictly prohibited in the parking garage, unless a car washing/detailing service is approved by the Board and retained by the Association to provide scheduled services to the Residents.
13. Common Area electrical outlets in the Parking Garage cannot be used to charge electric vehicles. Please see below for details.

Electric Vehicle Charging

Requests for installation and use of any electric vehicle charging station ("EVCS") must comply with Civil Code section 4745 and are subject to the following:

1. The Owner must send a written application to, and obtain approval from the Board of Directors before proceeding with any work to install an EVCS.
2. All costs for preparation of the application by the appropriate professional shall be borne by the Owner. Owner and each successor Owner shall be responsible for all costs of installation, maintenance, use, repair, removal and replacement of the EVCS, including, but not limited to, the cost to install and periodically read the sub-meter to measure the usage of electricity by the EVCS.
3. An EVCS may be installed only in an Owner's deeded parking space appurtenant to the Owner's Unit.
4. An EVCS must be separately metered or sub-metered to enable all usage costs to be borne by the Owner.
5. An EVCS must meet applicable health and safety standards and all requirements imposed by state and local permitting authorities, as well as the California Building Standards Code, California Code of Regulations, Title 24.
6. An application for an EVCS must include all of the following in order to be considered by the Board of Directors:
 - a. Detailed plans, specifications and schematic drawings submitted by a California licensed electrical engineer certifying:
 - i) The location of the deeded parking space where the EVCS will be installed.
 - ii) The amount of available capacity in the building's electrical panel.
 - iii) That the panel has sufficient capacity available to support the addition of the EVCS to all the existing uses.
 - iv) The routing of the lines from the building's electrical panel through the garage to the deeded parking space where the EVCS will be located.
 - v) The location of the EVCS in the parking space.

- b. An agreement, prepared by the Association, must be signed by all the Owners of the Unit installing the EVCS. The Owners must agree to and abide by all the provisions set forth in the agreement. The Association will prepare and record the agreement against the Unit at the cost of the Unit Owner(s).
7. The Board of Directors will review the application and may engage the services of a California licensed electrical engineer to assist in evaluating the application. All costs of such review shall be borne by the Owner.
8. If the Board of Directors grants conceptual approval of the application, the Owner must submit all of the following prior to the commencement of work:
 - a. The name, address and contact information for the California licensed contractor who will perform the work.
 - b. A copy of the contractor's current California electrical contractor's license.
 - c. A copy of the contractor's current certificate of insurance evidencing \$1,000,000.00 liability coverage for work in high rise buildings and proof of workers compensation insurance. This certificate must name La Vita Homeowners Association as an additional insured with notice of cancellation.

Storage

The Association has storage cages available for rent. Please contact Property Management if you are interested in renting one.

1. Under no circumstance shall flammable or explosive items be kept in the storage units. Upon notice by the Association, failure to immediately remove such items shall result in a fine.
2. Nothing may be stored outside of storage cages. Anything found outside the cages will be removed and disposed of by the Association following a reasonable attempt at notification.
3. Some storage areas may contain external sources of water that are subject to leaking. Therefore, storage units should not be used to store valuable items or articles that may be water damaged.
4. Residents must take measures to protect their stored property from water, moisture, temperature fluctuations, and any other conditions that may be present in an underground-insulated concrete garage.
5. No coverings of any kind (tarps, plastic, etc.) are allowed above a storage cage, as this could restrict fire sprinkler coverage.

Bicycle Storage

The Association has bicycle storage areas available. Please contact Management for more information.

Meeting Room

The Association has a meeting room available for use by La Vita Residents. Please contact Management for reservations and/or more information.

RECREATION FACILITIES

All persons using the recreation facilities at La Vita do so at their own risk. The Association is not liable, and does not assume any liability whatsoever, for injury, property damage, or any kind of loss arising in connection with the use of the pool, spa, fitness center, courtyard, or amenity room.

Guests must be accompanied by a Resident when using La Vita's recreation facilities. Pets are not permitted at any time. Portable radios and sound emitting devices are permitted only when used with headphones.

The use of Common Area is expressly limited to Residential Owners, Lessees and their invited guests. Each unit is limited to four (4) guests total at any given time. At no time shall any group monopolize the facilities.

Hours

Fitness Center and Amenity Room: Daily: 5:30 a.m. to 11:00 p.m.

Pool and Spa: Daily: 5:30 a.m. to 11:00 p.m.

Fitness Center

1. No one age 17 and younger may use the Fitness Center unless accompanied by an adult. Proper fitness attire is required at all times. Shirts and shoes are mandatory.
2. Equipment must be wiped down after use. Please bring your own towel.
3. There is a 30-minute maximum on machines when other Residents are waiting to use them.
4. All equipment is to be used as intended and is not to be removed or moved.
5. Please do not abuse the equipment or cause the weights to strike against each other excessively.
6. Spotter assistance is recommended while lifting weights.
7. Glass containers and food items are not permitted in the Fitness Center at any time.
8. Use of cell phones is not permitted.
9. Residents shall not store or place any personal equipment in the Fitness Center.
10. Lewd or indecent conduct is prohibited in the Fitness Center at all times.
11. Residents are allowed to have their own personal trainers or instructors work with them in the fitness center subject to the following:
 - a. All personal trainers and instructors coming to train or instruct a Resident must obtain prior approval from the Association before commencing any training sessions or lessons by providing the General Manager proof of insurance naming the Association as an additional insured and originals of fully executed liability waivers or other forms as required by the Board.
 - b. Only Residents may be trained or instructed within La Vita.
 - c. Personal trainers and instructors may not bring non-residents to use the fitness center.
 - d. No personal training session may exclude other persons from using the fitness center.
 - e. All personal trainers and instructors are subject to the rules and terms of the La Vita governing documents. If the Association suspects any personal trainer of utilizing any recreation area as its main place of business or violating any rules or terms of La Vita governing documents, the Association shall have the right to deny such personal trainer or instructor further access to La Vita.

Amenity Room

1. All equipment is to be used as intended.
2. Private parties are strictly prohibited. The amenity room is open to all Residents and their guests.
3. Shirts and shoes are mandatory.
4. Noisy or unruly conduct is prohibited at all times.

Courtyard

1. The courtyard is intended for the relaxation and enjoyment of Residents and their guests. Please be considerate of others when using the courtyard.
2. After using one of the courtyard's gas grills, please clean up after yourself and leave the table and grill surface clean for the next Resident's enjoyment.
3. Glass is permitted in barbecue areas only. Please use caution.
4. Glass containers are not permitted in other courtyard areas at any time.
5. Pets are allowed in the courtyard for the sole purpose of entering or leaving the property and must be kept on leash. Please do not allow your pet to defecate or urinate in the courtyard.
6. Wading or playing in the fountain/waterfall is not permitted.
7. Children must be under adult supervision at all times.
8. The use of the courtyard is expressly limited to Residential Owners, Lessees and their invited guests. Each unit is limited to four (4) guests total at any given time. At no time shall any group monopolize the facilities.
9. Residents requesting permission for larger groups must contact the management office at least 5 days prior to the event for usage restrictions. A \$150 refundable deposit may be required.

Swimming Pool and Spa Area

1. There is no lifeguard in the pool and spa area.
2. The use of the pool is expressly limited to Residents and their invited guests. At no time shall any group monopolize the facilities.
3. Since there is no lifeguard on duty, persons under the age of fourteen (14) cannot use the pool without an adult in attendance. [California Code of Regulations, Title 22, §65539(c)]
4. It is recommended that pregnant women, persons with heart problems, high blood pressure, or diabetes refrain from using the spa for health reasons.
5. For health and safety reasons, all incontinent persons are prohibited from using the pool and spa.
6. Persons with skin disorders, coughs, colds, or common communicable diseases are asked to refrain from pool and spa use due to the obvious risk of health problems to other individuals.
7. Pursuant to California Building Code §3120B.11: Persons having currently active diarrhea or who have had active diarrhea within the previous 14 days shall not be allowed to enter the pool water.
8. Only standard swimwear is allowed in the pool and spa area.
9. Only unbreakable plastic containers may be used in the pool and spa area.
10. Only aquatic fitness equipment and flotation devices for those unable to swim, or learning to swim (i.e., water wings, etc.) are permitted in the pool and spa.
11. No person is allowed in the pool or spa after application of any tanning or sunscreen product, without first rinsing off in a shower.
12. Misuse of the pool and patio furniture will not be tolerated. Pool maintenance and safety equipment are to be used for their intended purpose and not for recreational purposes.
13. Please do not leave pool access gates and doors propped open. All such access methods must remain closed and locked at all times to prevent accidental drowning.
14. The following are not permitted in the pool and spa area at any time:
 - Glassware of any kind
 - Diving
 - Loud noise or music
 - Cut-offs
 - Flotation devices such as rafts, lounges, and tubes
 - Running, pushing, or horseplay
 - Nudity
 - Lewd or indecent conduct
15. The use of the pool and spa is expressly limited to Residential Owners, Lessees and their invited guests. Each unit is limited to four (4) guests total at any given time. At no time shall any group monopolize the facilities.

16. Residents requesting permission for larger groups must contact the management office at least 5 days prior to the event for usage restrictions. A \$150 refundable deposit may be required.

EXCLUSIVE USE BALCONIES, ROOF DECKS, AND PATIOS

Balconies, roof decks, and patios that are part of a condominium or townhouse Unit at La Vita are designated as Exclusive Use Common Areas. Since these areas are exterior to a Unit, there are rules regarding their appearance, use, and maintenance. Above all else, Residents shall maintain their balcony, deck, or patio in clean and orderly condition.

What is Allowed on Balconies, Roof Decks, and Patios

1. Conventional patio furnishings, electric grills, and potted plants.
2. Umbrellas are permitted on balconies on and below floor ten (10) only and must be anchored in such a way as to prevent being blown loose during heavy winds. Umbrellas must be approved by the Board.

What is Not Allowed on Balconies, Roof Decks, and Patios

1. Storage of bicycles, sports and exercise equipment, household items, appliances, boxes, tools, storage bins/shelves, etc.
2. Speakers, wiring, animal shelters, litter boxes, water softeners or other machines, trash receptacles, etc.
3. Mops, clothing, rugs, towels, or other items shall not be draped over any railing or wall.
4. Exterior clotheslines. Also, there shall be no exterior drying or laundering of clothes or other items.
5. The use of charcoal, wood, pellet, or gas grills is not permitted. Only electric grills are permitted.
6. The use of charcoal or wood-burning fire-pits is not permitted.
7. Any device that uses combustion to operate is prohibited, including but not limited to heaters, barbecues and fire-pits per San Diego Fire Code.
8. Sunshades, awnings, or screens are not permitted on exterior doors or windows, or over any balconies, decks, or patios, unless approved by the Board.
9. No Resident shall change or alter the floor surface of any Exclusive Use Common Area without consent of the Board or cover the floor surface with permanent rugs or carpeting.

Other Considerations

1. Balconies, decks, and patios must not be cleaned in such a manner as to allow water to drain from them.
2. A drip pan must be placed under all potted plants. Care must be taken to ensure that watering of plants does not cause runoff from balconies, decks, or patios. No vegetation shall be permitted to extend beyond the railings, fences, walls, or other boundaries of such areas, except as approved by the Board. Plant hangers may not be attached to railings.
3. Residents are responsible for all cleanup costs and/or damages resulting from liquid run-off originating from their balcony, deck, or patio.
4. Any improvements to an Exclusive Use balcony, roof deck, or patio shall be subject to the Rules and Regulations and the Architectural Guidelines, and any improvements within such areas shall require the approval of the Board and/or Architectural Committee. Improvements may include non-standard patio furniture, planters, fountains, or other modifications. Please check with Management if you have questions.

5. Any modification, alteration, or addition of a patio, balcony, or deck surface requires pre-approval by the Architectural Committee.
6. Potted plants may not be kept on railings or in any location where they may fall.

TELEVISION AND INTERNET SERVICE

Television: Cox, AT&T, and DIRECTV are available to Residents. For DIRECTV, a master satellite dish installed at La Vita means that individual dishes are not allowed.

Internet: Cox, AT&T, and Webpass are available.

Contact the provider or visit the La Vita Management office for more information.

MAINTENANCE OBLIGATIONS OF HOMEOWNERS

Subject to provisions of the Governing Documents and the Homeowner Maintenance Manual, each Owner's maintenance and repair obligations shall include maintaining, repairing, and replacing the following:

1. All portions of such Owner's Unit, including and without limitation, the interior surfaces of the Unit and any Exclusive Use Garage;
2. The utility systems and equipment, including and without limitation, gas, plumbing, electrical, air conditioning, heating, telephone, other water heating equipment, and cable or satellite television servicing his or her Unit and located either within or without the outside perimeter of the exterior walls, floors, and ceilings thereof, so long as those systems are used exclusively by such Owner and not in common;
3. Windows enclosing an Owner's Unit, plus frames, tracks, and exterior screens of glass doors and windows, if any, except that the Association shall clean the exterior of any windows within or bordering any Unit which are not located on or bordering an Exclusive Use balcony, roof deck, or patio;
4. All appliances within the Unit, whether built-in or freestanding;
5. The garage door opening mechanism within an Exclusive Use Garage;
6. Maintaining the interior of the doors enclosing an Owner's Unit and repairing and replacing such doors (including any garage doors); and
7. Cleaning the floor/paving surface and other interior surfaces of any Exclusive Use balcony, roof deck, or patio appurtenant to a Unit, and any railing bordering any such Exclusive Use Common Area and any trellises covering such Exclusive Use Common Area.

Standards of Maintenance

1. Any such maintenance, repair, or replacement of any of the foregoing that is visible from outside of a Unit shall be in conformance with the Homeowner Maintenance Manual, the existing design, aesthetics, and architecture of La Vita, and shall be approved by the Board.
2. Maintenance of any Exclusive Use Common Areas by an Owner shall be conducted in such a manner as shall be deemed necessary in the judgment of the Board to preserve the attractive appearance thereof and to maintain the established system of drainage.

Compliance with Homeowner Maintenance Manual by Owner

Each Owner will comply with all of the maintenance obligations and schedules set forth in this Handbook. Each Owner is further obligated to provide a copy of such Handbook to any successor purchaser of such Owner's Unit.

HVAC Maintenance

The heating, ventilation, and air conditioning (HVAC) unit(s) in each residence is connected to a building-wide system that circulates hot and cold water used to heat and cool each residence. Because a single inoperative HVAC unit can cause problems in other parts of the system, each HVAC unit must be inspected and serviced on an annual basis. This inspection is the Homeowner's expense.

Management will mail an inspection form to Homeowners each year. The inspection must be completed by a licensed HVAC contractor, and the form signed and returned to Management by the deadline listed on the form. Maintenance of the HVAC unit is mandatory regardless of whether the residence is being utilized. Due to the importance of this maintenance item, failure to maintain the HVAC unit will result in a \$250 fine and additional fines thereafter.

Failure to Maintain

1. If an Owner fails to maintain the areas and items as provided above or make repairs thereto in such manner as shall be deemed necessary in the judgment of the Board to preserve the attractive appearance and protect the value thereof, the Board shall give written notice to such Owner, stating with particularity the work of maintenance or repair which the Board finds to be required and requesting that the same be carried out within a period of 30 days from the giving of such notice.
2. If the Owner fails to carry out such maintenance or repair within the period specified by the notice, the Board shall cause such work to be completed and shall assess the cost thereof to such Owner as an Enforcement Assessment in accordance with the procedures set forth in this Handbook and the CC&Rs of the Association.

Preventive Maintenance Requirements

1. All Owners and Residents are expected to perform regular and periodic inspections and maintenance on all plumbing lines, fixtures and appliances for which the Owner and/or Resident is responsible. Such inspections and maintenance includes, but is not limited to, all of the following:
 - a. Inspection, maintenance and repair of plumbing supply lines to toilets, sinks and other appliances;
 - b. Inspection, maintenance and repair of washing machine hoses;
 - c. Inspection and maintenance of drains and sewer lines, including drain-cleaning products, so as to prevent back-ups;
 - d. Inspection, maintenance and repair of all plumbing fixtures including, but not limited to shut-off valves, shower cartridges, etc., to ensure proper operation;
 - e. Faucet Aerators – check for proper flow of water. If the flow is reduced, clean the aerator screens.
 - f. Inspection, maintenance, repair and timely replacement of all appliances using water.
 - g. Inspection for cracks or separations in caulking around the tub, shower, sinks, faucets, countertops, ceramic walls, resilient and ceramic floors, windowsills, toilets and any other areas originally caulked by the Developer. To repair these areas, use an appropriate caulking compound and replace missing or incomplete caulk beads with new caulking.
 - h. Kitchen Exhaust Fan – remove and clean filter. Clean accumulated grease deposits from the fan housing.

- i. Dryer – clean the secondary lint trap every week. Once a year, clean your dryer ducts and the termination grill.
 - j. Smoke Alarms and Carbon Monoxide Detectors – Owners are required by law to have operational smoke detectors and carbon monoxide detectors. All original smoke detectors at La Vita expired on December 31, 2014. All the smoke detectors at La Vita are both hard wired and have a battery backup. It is the owners’ responsibility to replace their smoke detectors. It is also the owners’ responsibility to test their detectors regularly, follow the manufacturer’s instructions about replacement and replace them whenever their useful life ends. There are battery-operated detectors that have tamper-resistant features to prevent removal of batteries. Some hard-wired detectors have batteries designed to last for the life of the detectors so you don’t have to change out the batteries.
2. All such inspections, maintenance and repair should be performed as needed but at least annually by someone qualified to recognize the need to perform repair and replacement work prior to failure.
 3. Owners are strongly encouraged to keep documentary evidence of all such inspections, maintenance and repair so as to be able to demonstrate to the Association that Owner has acted reasonably and responsibly in fulfilling the Owner’s responsibilities.
- Failure to inspect, maintain and repair the Unit’s plumbing lines, fixtures and appliances as stated in this policy shall constitute negligence by the Unit Owner and shall make the Unit Owner liable for all damages to the Common Areas and other Units which may be caused by the owner’s failure to perform inspections, maintenance, repair and replacement as required by the governing documents.

INSURANCE

1. Each Owner shall maintain property insurance against losses to personal property and to any upgrades or improvements located within their Unit, and liability insurance for any injury or damage occurring within their Unit. The Association’s insurance policies will not provide coverage against any of the foregoing.
2. Upon request, Owners shall provide proof of their property insurance to the Association.
3. Owner and his or her tenants, guests, invitees, agents and employees shall hold the Association, its officers, directors, agents and employees harmless for any claim for property damage or personal injury alleged to arise from the failure of the Association, its officers, directors, agents or employees to verify and ensure that every Owner has complied with this requirement to obtain and maintain insurance.
4. All Owners hereby waive all rights of subrogation against the Association, and any insurance maintained by an Owner must contain a waiver of subrogation rights by the insurer as to the Association provided, however, that a failure or inability of an Owner to obtain such a waiver shall not defeat or impair the waiver of subrogation rights between the Owners and the Association set forth herein.
5. No Owner shall separately insure any property covered by the Association’s property insurance policy as described above. If any Owner violates the provision and, as a result, there is a diminution in insurance proceeds otherwise payable to the Association, the Owner will be liable to the Association to the extent of the diminution. The Association may levy a reimbursement assessment against the Owner’s Unit to collect the amount of the diminution.
6. Contact Management Office for any questions about insurance coverage

INDEMNIFICATION

1. Each Owner shall be liable to the remaining Owners for any damage to the Common Area or Association Property that may be sustained by reason of the negligence or willful misconduct of that Owner or the Owner's invitees, but only to the extent that any such damage is not covered by insurance proceeds received by the Association.
2. Each Owner, by acceptance of his or her deed, agrees for such Owner and the Owner's invitees, to indemnify each and every other Owner, and to hold each Owner harmless from, and to defend such Owner against, any claim of any person for personal injury or property damage caused by the negligence or willful misconduct of such Owner, or the Owner's household members, tenants or invitees unless the injury or damage occurred by reason of the negligence or willful misconduct of any other Owner or the Association or is fully covered by insurance proceeds received by the Association.
3. Upon demand by the Association, each Owner shall be responsible for the payment of any deductible amount payable under the Association's insurance policy as a result of any claims arising as a result of the negligent or willful misconduct of such Owner or the Owner's invitees.
4. The Association shall not be liable for damage to property in La Vita resulting from water which may leak or flow from outside of any Unit or from any part of the building, or from any pipes, drains, conduits, appliances or equipment or from any other place or cause, unless caused by the gross negligence of the Association, its Board, Officers, agents or employees.

FLOOD PROTOCOL

In the event of flooding in or around your unit, immediately call the La Vita Management Office at **(619) 236-1044** (Monday-Friday, 8:30 a.m. to 5:30 p.m.) **(619) 299-6899** (weekends, holidays, and during non-office hours and follow the prompts). If you have a life threatening emergency, please call 911.

1. Homeowners must contact Management immediately if they experience water intrusion to their Unit to minimize possible damage to adjoining Units.
2. Homeowners are responsible for maintaining all plumbing fixtures and connections within their Unit.
3. Homeowners are responsible for all costs and damages to Common Areas and other Units caused by flooding that originated in their Unit. Such costs include, but aren't limited to, repair, mold testing, and mold remediation.
4. Contact La Vita Management Office for more details.

PLUMBING, LEAKS, FLOODS AND MOLD

The following policies and procedures will apply to all reported cases of water leaks, waste water backup and/or mold infestation within one or more living Units or Common Areas. Because individual Unit Owners can and will be held financially responsible for some or all of the costs involved in remediating and/or restoring the affected living Unit(s) under appropriate circumstances as described below, all Unit Owners and Tenants must, per the CC&Rs of the Association, purchase and maintain adequate levels of liability and property insurance to protect themselves.

Water leaks happen. They are sometimes the result of an Owner's or Resident's failure to properly care for their plumbing fixtures and appliances. Other times they just happen. Regardless of the cause, the leaks must be repaired and the Units dried in a timely manner or mold growth may result.

Mold is natural; it is everywhere in nature and its presence is not unusual. However, excessive amounts of mold can grow in a Unit and behind walls when excessive moisture, from a leak or unventilated bathrooms, is not promptly addressed. It can also occur from poor housekeeping habits, inadequate ventilation in the Unit, and other causes. Because of the potential health issues associated with some types of mold, it is necessary that mold be removed from the Residential Units and the Common Area wall, ceiling and floor cavities whenever its presence becomes known.

In some cases, the Association may perform repairs and remediation that may ultimately be the responsibility of affected Unit Owners. This is solely to ensure that dry-out and remediation occur as quickly as possible to minimize damage to persons and property, and does not imply that the Association accepts ultimate financial responsibility.

Owners are expected to perform regular, periodic inspections and maintenance on plumbing lines, plumbing fixtures and appliances in order to minimize the possibility of a failure that results in a leak or a flood. Owners and Tenants are required to repair all leaks in their Units, and to report all water intrusion and/or mold growth in the Unit immediately upon discovery. Owners are reminded that they are responsible for all sewer back-ups that occur in a pipe that services only the one Unit, no matter where that pipe is located, including within the walls of the Unit. Owners are also responsible for the plumbing lines that are located within the Unit's airspace and those that service only the single Unit, no matter where the pipe is located. Owners are also responsible for the plumbing fixtures in their Units, i.e., angle stops, shower cartridges, etc., and are encouraged by the Association to hire a plumber yearly to check ALL their plumbing fixtures to make sure they are functioning properly. The Association is only responsible to repair the leaks in pipes that service more than a single Unit. Failure to make regular, periodic inspections or to make timely repairs or to report water intrusion or mold growth immediately could result in the Owner being held responsible for some or all of the costs of remediation and restoration of their Unit as well as adjoining units and Common Areas that are affected. The Association considers all such failures to make inspections, perform preventive maintenance or to timely report these problems to be negligence.

Within twenty-four hours or sooner of the discovery of a leak or water intrusion, Owner shall cause all water to be extracted, and the Unit cleaned. If Owner has not had water extraction and cleaning performed within forty-eight hours of discovery of the leak or water intrusion, the Association may cause such work to be done and assess the cost of the work to the Owner. The Association is authorized to enter the Unit to perform water extraction and related repairs on an emergency basis. If repairs are required to a Unit following a leak or water intrusion, Owner shall cause all work to be performed by a licensed contractor experienced in water extraction and mold remediation. Containment procedures designed to prevent contamination of the affected Units, other Units and the Common Areas shall be utilized.

Owner and his or her tenants, guests, invitees, agents and employees shall hold the Association harmless for any claim for property damage or personal injury alleged to arise from the presence of mold or fungi in his or her Unit unless the damages or injuries were caused by the gross negligence of the Association, its Board, Officers, agents or employees.

Other items to consider:

1. Before bringing items into the house, check for signs of mold on the items. For example, potted plants (roots and soil), furnishings, or stored clothing and bedding material, as well as many other household goods could already contain mold growth.
2. Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth if used in accordance with the manufacturer's recommendations.
3. Keep the humidity in the home low. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, or by running the air conditioning to remove excess moisture in the air, and to facilitate evaporation of water from wet surfaces.
4. Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry any wet surfaces or material. Do not let water pool or stand in your home. Promptly replace any materials that cannot be thoroughly dried, such as drywall or insulation.
5. Inspect for leaks on a regular basis. Look for discoloration or wet spots. Repair any leaks promptly. Inspect condensation pans (refrigerators and air conditioners) for mold growth. Take notice of musty odors, and any visible signs of mold.
6. Should mold develop, please call a professional company to come out and assess the situation.

MECHANIC'S LIENS

No Owner may cause or permit any mechanic's lien to be filed against Association property for labor or materials alleged to have been furnished or delivered to Association property or any Unit 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, the Board may discharge the lien and charge the Owner a Special Assessment for such cost of discharge.

VIBRATIONS

Except for the garage door opener in an Exclusive Use Garage, no Resident shall attach to the walls or ceilings of any Unit or Exclusive Use Common Area any fixtures or equipment that will cause vibrations, noise, or unreasonable annoyance to the Residents of other Units or to Association property. Any garage door opener in an Exclusive Use Garage that is replaced by a Resident shall be insulated with the same quality of sound insulation materials as provided by the building developer in 2004 or with any improved insulation materials which insulate sound and vibration from such garage door opener.

ENTRY INTO UNIT

1. Each Owner will cooperate with the Association to provide access to their Unit for window cleaning and to perform maintenance and inspections.
2. The Association shall provide reasonable advance notice (minimum 2 days) to the Owners and shall be responsible for any damage to the Unit resulting from such entry. Advance notice does not apply to emergency situations.

HANDICAP PARKING

The following represents the policies of the La Vita Homeowners Association regarding handicap. Notwithstanding anything to the contrary herein, the Association will consider requests for reasonable accommodations to the extent required by State and Federal Law.

1. Certain parking spaces in the La Vita parking garage have been designated as parking for the handicapped. These spaces have been assigned to Owners who may not be handicapped, but such spaces are not considered as being Exclusive Use Common Areas.
2. Pursuant to Section 7.12.4 of the CC&Rs, a Resident who is qualified to park in a handicapped space because he or she has a handicapped license plate or placard issued by the California Department of Motor Vehicles ("DMV") is entitled to petition the Board of Directors to be allowed to park in a handicapped parking space. The Association will not accept requests to reassign handicapped spaces based upon handicapped license plates or placards issued by any other state or in the absence of a California DMV issued license plate or placard (temporary placards are available from the DMV for visitors and new Residents).
3. The handicapped Resident requesting to be reassigned into a handicapped space shall be entitled to select the handicapped space he/she would find most accommodating, except that the handicapped Resident shall not be entitled to select a parking space in which another handicapped person has already been assigned.
4. No Resident is entitled, as a matter of right, to more than two parking spaces in the La Vita parking garage. A Resident seeking an assignment into a handicapped parking space must surrender one of his/her parking spaces within the parking garage to the person displaced from the handicapped parking space.
5. Some parking spaces in the garage are tandem spaces; i.e., designed and intended to allow the parking of two vehicles in tandem. For the purposes of this policy, the tandem parking spaces shall be considered to be one parking space.
6. If the Resident seeking a handicapped parking space is the Owner of a tandem space, the Resident will be required to surrender the tandem space in trade for the handicapped space. That will potentially result in a loss of one parking space for the Resident requesting a handicapped parking space.
7. Because the parking spaces are assigned, the Association cannot guarantee that the Resident surrendering a tandem space will not lose the ability to park a second car in the garage. However, the Association will request the Resident being displaced from the handicapped space to voluntarily surrender his/her second parking space so that the handicapped Resident will continue to have two spaces. No liability or penalty will be incurred by any Resident declining to trade his/her second space.
8. If the Resident seeking a handicapped parking space is the Owner of a tandem space, the Resident will be required to surrender the tandem space in trade for the handicapped space. Because the parking spaces are deeded property rights, the Association cannot guarantee that the Resident surrendering a tandem space will retain the ability to park a second car in the garage.
9. If the Resident being displaced from the handicapped space has the deeded rights to a second parking space, the Association will request the Resident being displaced to voluntarily surrender his/her second space so that the handicapped Resident will continue to have two spaces. A Resident declining to trade his/her second space will not incur any liability or penalty.
10. In situations other than where a tandem space is involved, the two parties shall meet and confer in an attempt to agree on which parking space the Owner of the handicapped space shall receive in the reassignment. In the event the parties do not agree on the space to be received, the Board

of Directors shall make the determination. In most cases, the Board will reassign the Owner of the handicapped space into the parking space that is closest to the elevator or other building entrance/exit closest to or otherwise providing the most convenient ingress and egress to the handicapped parking space Owner's living unit, but the Board will consider other factors, as the Board deems appropriate.

11. The handicapped Resident shall be entitled to use of the handicapped parking space only so long as the Resident qualifies for a handicapped placard issued by the State of California Department of Motor Vehicles or so long as the Resident resides in the community on a full-time basis. The handicapped Resident is required to notify the Association immediately should the Resident no longer qualify, and agrees to restore the parties' original parking assignments immediately upon notification by the Association. The Association shall be entitled to require that the handicapped Resident periodically provide such evidence and documentation as may be reasonably necessary to document the handicapped Resident's continuing qualification to use of the handicapped parking space. The parties agree that the request to produce such evidence and documentation twice each calendar year shall not be considered burdensome or oppressive.
12. The affected parties must sign the agreement attached hereto as Exhibit A to evidence their agreement to comply with these handicap parking Rules. The Association shall be entitled to record an amendment to that certain document entitled "Parking Assignment Declaration for La Vita," recorded December 13, 2004, as Document 2004-1170996, to reflect the reassignment of spaces as described in this Rule. The Association shall be further authorized to record a subsequent amendment to said Parking Assignment Declaration at such time as the parking assignments are restored to their original assignments. Other than the agreement in Exhibit A, no further signatures or consents by either affected party shall be necessary for the Association to exercise its authority granted herein. The handicapped Resident seeking the reassignment of parking spaces shall be responsible for the fees and costs associated with the preparation and recording of the amendments referred to in this paragraph.
13. Reassignment of handicapped spaces is not available to accommodate guests of Residents, or for non-Resident family Members of Residents, or for anyone other than a full time Resident whose domicile is La Vita.

ELECTION AND VOTING PROCEDURES

According to Civil Code section 5105, the Election and Voting Procedures for condominium associations changed as of July 1, 2006, to read as follows:

1. In accordance with the Association's Bylaws, all Members in good standing are eligible to run for election to the Board. "Good Standing" means that the Member is not delinquent in the payment of monthly or special assessments in an amount equal to or greater than one month's assessment for a period of time greater than 30 days. Following a hearing and opportunity to be heard at least 5 and not more than 30 days prior to the annual meeting, Members delinquent in the payment of assessments in an amount equal to at least one month's assessment for a period of time greater than 30 days, may be declared to be not in good standing and ineligible to vote at the annual Membership meeting.
2. Votes may be cast by Members in good standing either in person, by proxy, or in specific instances designated by the Board of Directors, in a ballot-by-mail. In any election or voting procedure in which proxies are authorized, the Inspectors of Election shall be responsible to authenticate and determine the validity and effect of any submitted proxy.

3. In the announcement of any meeting at which an election will be held or other balloting conducted or in any announcement containing a ballot-by-mail, the Board of Directors shall announce the applicable voting period, including any deadline for submission of ballots-by-mail. Ballots-by-mail may be submitted at any time from the Members' receipt of the ballot-by-mail until the announced deadline or any extension thereof as set by the Board of Directors. The Inspectors of Election shall determine when ballots can be submitted and the time when the polls shall close at any meeting at which ballots are cast.
4. The Association will publish a request for candidates in the Association's newsletter or by separate mail approximately 90 days prior to the date of the annual meeting. All Members desiring to run for a position on the Board of Directors must complete the Candidate's Qualification Form and return the completed form to the designated person(s) on or before the deadline date noted on the form or accompanying materials. Members failing to submit a Candidate's Qualification Form by the deadline date will not have their names placed on the ballot, but are eligible to be nominated from the floor at the annual meeting and may receive write-in votes.
5. In each election of Directors, the Board may hold a candidate's forum in the Meeting Room between 15 to 30 days prior to the election where Members will be provided an opportunity to meet and ask questions of the candidates. All candidates standing for election will be invited to attend the forum. Attendance by the candidates is optional.
6. No Candidate's Qualification Form or other editorial or campaign material will be published in the Association's newsletter.
7. All candidates for election and other Members may reserve the Meeting Room or other Association facility to conduct campaign activities or advocate a point of view on an election or balloting issue pending before the Membership. All candidates and Members will be provided an equal opportunity to reserve the Association's facilities for these purposes. No fees will be charged to any candidate or Member for reservation of any Common Area facilities conducting campaign activities or advocating a point of view on an election or balloting issue pending before the Membership.
8. Approximately 90 days prior to the annual meeting of Members, or approximately 60 days prior to the anticipated deadline for mail-in ballots for amendments to the Association's governing documents, votes on assessments, and votes to grant exclusive use of Common Areas to one or more Members, the Board of Directors will appoint Inspectors of Election to oversee and certify the results of the voting. Inspectors of Election may not be Board Members or the candidates for election or related to or reside with Board Members or the candidates for election. A maximum of one of the three Inspectors of Election may be an employee of the Association's management company and/or Members of the Association. At least one Inspector of Election shall be a Member of the Association, although all three Inspectors of Election may be Members of the Association if so appointed by the Board of Directors. If not Members of the Association, Inspectors of Election may be compensated for their services. Members of the Association shall not be compensated for serving as Inspectors of Election.
9. The Inspectors of Election shall be responsible to:
 - Determine the number of Memberships entitled to vote and the voting power of each;
 - Determine the authenticity, validity and effect of proxies;
 - Receive the ballots and determine the location to which all ballots are to be returned;
 - Hear and determine all challenges and questions to the balloting or election;
 - Count and tabulate all ballots;
 - Determine when the polls shall close;
 - Determine the results of the election or balloting;

- Report the results of the election or balloting to the Board of Directors within 10 days of the date the polls shall close;
 - Perform such other acts as may be necessary to conduct the election or balloting in fairness to all Members and in accordance with all rules of the Association.
10. 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. If there are three inspectors of election, the decision or act of a majority shall be effective in all respects as the decision or act of all.
 11. Any instruction given in a proxy issued for an election that directs the manner in which the proxyholder is to cast the vote shall be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain. The proxyholder shall cast the Member's vote by secret ballot.
 12. Ballots and two pre-addressed 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 30 days prior to the deadline for voting. In order to preserve confidentiality, a voter may not be identified by name, address, or lot, parcel or Unit number on the ballot.
 13. The ballot itself is not signed by the voter, but is inserted into an envelope that is sealed. This envelope is inserted into a second envelope that is sealed. The second envelope is addressed to the inspector or inspectors of election, who will be tallying the votes.
 14. In accordance with the governing documents of the Association, Members shall be entitled to one vote per lot, except in the election of directors where cumulative voting is allowed. Cumulative voting for directors shall be conducted in accordance with the governing documents.
 15. The ballots of election of directors shall generally be counted at the annual meeting. At the request of the Inspectors of Election and upon a showing of good cause, the Board of Directors may authorize a postponement or extension of the counting of the ballots to another date and time, which shall be open to the Membership. Inability to complete the counting of the ballots prior to 10:00 p.m. shall constitute good cause for a delay or extension of the counting of the ballots. In case of a delay or extension of the time to complete the counting of the ballots, the Inspectors of Election shall retain custody of all ballots.
 16. All elections and ballots-by-mail shall be conducted in accordance with applicable laws.
 17. Ballots will be retained by the Association, or its designated agent, for a period of one year following the election or voting deadline, as the case may be. At the conclusion of the one-year period, the ballots will be destroyed.

LA VITA HOMEOWNERS ASSOCIATION ARCHITECTURAL GUIDELINES

Introduction

The goal of the Architectural Committee is to help enhance the property values by assuring continuity in the design elements of La Vita. The Architectural Committee does not seek to restrict individual creativity or personal preference. As set forth in the Governing Documents, the Architectural Committee is vested with the power to approve or disapprove all improvements to condominiums for La Vita. Such improvements include, without limitation, additions, modifications and alterations to Units, including installing wood and/or tile flooring 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 Association's documents include the Declaration of Covenants, Conditions & Restrictions ("CC&Rs"), the Bylaws ("Bylaws") and Articles of Incorporation ("Articles"). These documents establish and define certain guidelines not covered in this document and vice versa; and therefore, should be considered jointly. The Board of Directors may revise the Architectural Guidelines from time to time.

The Architectural Committee shall consist of three (3) Members plus (1) alternate. The Members of the Architectural Committee shall not receive any compensation for services rendered. Architectural Committee Members will receive reimbursement by the Association for expenses incurred by them in the performance of their duties hereunder. If the Association retains a professional architect, engineer or designer as a Member of the Architectural Committee for the purpose of providing professional services, reasonable compensation for such Member shall be approved by the Board. The Architectural Committee shall have the right to hire any engineer or other consultant, the opinion of which the Architectural Committee deems necessary in connection with its review of any plans submitted by any Owner and such Owner shall be liable for payment of such engineer's and/or consultant's fee.

If work is performed on the Unit that does not comply with the Architectural Guidelines, the Owner is obligated to remove the non-complying Improvement or remedy the non-compliance. The Owner shall also reimburse the Association for all expenses incurred in connection with the non-compliance. For the purposes of this document, "The Board" shall refer to the Board of Directors, the General Manager, the Architectural Committee or its representatives. The Board also has the authority to levy fines against the Unit for this infraction. If The Board has to hire an attorney to settle this dispute, the Unit Owner will be responsible for all attorneys' fees.

Prior to the commencement of any addition, alteration or construction work of any type on any Residential Unit in La Vita, a Homeowner must first make application to The Board for approval of such work. In addition, it is the Homeowner's responsibility to find out if a building or other permits are required by the County or City Building Department prior to commencement of any work. Neither The Board, nor the Association assumes any responsibility for failure to obtain such permits. Also, obtaining such permits does not waive the obligation to obtain Architectural approval. Homeowners must also be familiar with specific easements that may apply to the Homeowner's Property and restrict placement of improvements.

Neither The Board nor any Member thereof shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (b) the construction or performance of any work,

whether or not pursuant to approved plans, drawings, and specifications; (c) the Project or any property within the Project; or (d) the execution and filing of an estoppel certificate pursuant to Section 9.12 of the CC&Rs, whether or not the facts therein are correct provided, however, that such Architectural Committee Member has acted in good faith on the basis of such information as may be possessed by him or her. Without in any way limiting the generality of the foregoing, the Architectural Committee, or any Member thereof, may, but is not required to, consult with or hear the views of the Association or any Owner with respect to any plans, drawings, specifications or any other proposal submitted to the Architectural Committee. Building plans cannot be removed from the building management office but may be reviewed.

Improvements That Require Review and Procedures to Follow

- Removal, addition or alteration of interior walls, fireplaces, flooring, cabinets.
- Any work that may result in a penetration of the surfaces of the ceilings, walls or floors.
- Any work that may interfere with the established drainage pattern over the Property.
- Installation of antennae or satellite dishes, except for those located entirely within an Owner's Unit and/or Exclusive Use Area, and do not require any modification to a Common Area component.

This is not an all-inclusive list. Please ask The Board should you have any questions about whether an Architectural Review is required.

Some common examples of work that requires review is the installation of hardwood floors, removing the fireplace, removing interior walls, etc.

Step 1: Submission of Plans and Specifications for Review

Submit Plans and Specifications that show the nature, kind, shape, height, and materials, including the color, name of contractor, contractor's license number, insurance information, projected schedule, cleanup plan, and any other information that might be relevant. Please allow for up to a 30-day response time.

Fee for Review is \$300 payable to the Association as a deposit for Administrative and Cleaning Expenses. If the actual Expenses do not equal \$300, the difference will either be refunded or billed to the Owner. Fee for Outside Consultant(s) (architect, engineer, landscape architect, etc.) to review the plans will be based on the actual cost of hiring the consultant(s), if necessary.

Submission Checklist

PLEASE INCLUDE THE FOLLOWING INFORMATION WITH YOUR REQUEST:

- Exhibit B - Request for Approval.
- Exhibit C - Conditions of Approval & Disclaimer
- Exhibit D - Neighbor Notification & Acknowledgment
- Exhibit E - Description of Improvement/Modification
- Exhibit F - Contractor Work Plan
- 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

- Life Safety Plan - If your architectural improvement requires temporary disconnection of the fire monitoring or sprinkler system, provide a detailed plan. The Owner must post a 24-hour/day fire watch during any disconnection. This must be manned by a security employee of the building, and the Owner must pay all expenses (including overtime) when using the employee.
- Contractor's License (copy).
- Contractor's Insurance Certificate for workers compensation (\$1 million minimum).
- Contractor's Insurance Certificate for general liability (\$1 million minimum) naming additionally insured as follows: La Vita Homeowners Association.
- Architectural Drawing-not required for window tinting or flooring.
- Product Information for materials to be used.

Please return this checklist, completed forms and other requirements listed above to:

La Vita Homeowners Association
On-site Management
300 West Beech Street
San Diego, CA 92101

Step 2: Inspection during Course of Construction

The Board may enter the Unit from time to time, during the course of the construction upon obtaining prior permission of the Owner or occupant. Such permission shall not be unreasonably withheld and shall be given for entry by The Board within 48 hours of the request for entry.

Step 3: Notice of Completion

The Owner shall give written notice of completion as shown in Exhibit G to The Board upon completion of the work for which Plans and Specifications were required.

Step 4: Final Inspection

The Board shall inspect the property within 30 days from the date of the notice of completion. If it is found that there is non-compliance with the approved Plans and Specifications, The Board shall notify the Owner of such non-compliance, specifying the particulars of non-compliance and shall require the Owner to remedy such non-compliance.

Step 5: Estoppel Certificate

Within 30 days of the Notice of Completion and the payment to the Association of all applicable fees, The Board shall record an Estoppel Certificate that either: (a) all Improvements comply with the Architectural Guidelines; or (b) such Improvements are in non-compliance.

Step 6: Appeal

The Board's decision shall be final. Notwithstanding the foregoing, the applicant may appeal an unfavorable decision in writing to The Board. Such appeal should be submitted not more than thirty (30) days from the final decision. The Board shall render its decision within thirty (30) days following receipt of the written appeal. The failure of The Board to render a decision within the thirty (30) day period shall be deemed as a decision against the appellant.

Failure To Comply With Required Procedures

Failure to comply with the requirements and procedures set forth herein shall cause your request to be delayed pending submission of other information and documentation to The Board. An incomplete Application will not be reviewed and will be subject to resubmission.

Combining Units/Structural Alterations

In addition, any alteration, modification or removal of any Designated Exclusive Use Common Area Walls or Floors or other work involving the penetration of the unfinished surfaces of the ceilings, walls or floors shall, for a period of ten (10) years after the date a certificate of occupancy is issued for the last Residential Unit in the Project, require the prior written consent of the Declarant unless Declarant has notified the Association, in writing, that it (i) waives its consent to the particular work of Improvement or (ii) no longer desires to exercise such right of review and approval for any future works of Improvement. In the case of (i) or (ii) above, The Board shall not grant approval of the removal of a demising wall or floor between two (2) or more adjoining Residential Units which are owned by one (1) Owner unless (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 Project, do not contain any common utilities, and do not affect any other Residential Units, and (c) the Plans and Specifications are otherwise in conformance with the requirements of this Declaration and the Architectural Guidelines. If an Owner of two (2) or more Residential Units which have been joined as described above, decides to sell such Residential Units separately, such Owner shall be responsible for replacing all building components which were removed and for performing all work necessary to return the Residential Units to the configuration they were in prior to being joined in accordance with the procedures of this Article 9.

Fire Monitoring & Sprinkler System

If the Unit's fire monitoring system is disconnected for any reason (shut-off of sprinkler system is included), the Homeowner must post a 24-hours a day fire watch until the system is restored. Said fire watch must be manned by a security employee of the building, and the Homeowner must pay expenses (including overtime) when using the employee. Contact building management for current rates.

The Homeowner should mark and label a copy of the original architectural drawing with asterisks and captions to indicate where fire sprinklers are positioned in the area of the home where construction will take place. New sprinkler locations should be drawn and captions should be used to describe where the contractor is proposing that they be relocated.

If a wall or ceiling which encompasses plumbing or a fire sprinkler will be substantially penetrated (even if plumbing or fire sprinklers will not be relocated or altered), a proper mechanical orientation of where the plumbing and sprinkler system shut off valves and enclosed conduit must be requested of the Architectural Committee in writing to ensure the following:

All possible precautions should be taken to prevent a flood. A thorough understanding of what to do if an unexpected flood does occur is required. Water main shut-off valves that may need to be accessed in the event of an emergency should be identified in advance. If fire sprinklers will be relocated, approval for relocation may need to be considered. If fire sprinklers will be relocated or disarmed during construction, special security measures must be considered.

Inside and Outside Installations

This Section does not apply to Improvements installed (a) by Declarant or (b) by the Association.

Mechanic's Liens

No Owner may cause or permit any mechanic's lien to be filed against the Project for labor or materials alleged to have been furnished or delivered to the Project or any Unit 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, the Board may, discharge the lien and charge the Owner a Special Assessment for such cost of discharge.

Outside Installations

The following items are prohibited: (a) outside installations, including clotheslines, balcony or patio covers, wiring, air-conditioning equipment (except as installed by Declarant), water softeners, outdoor lighting, other machines and other Improvements, (b) Improvements to balcony railings, and (c) other exterior additions or alterations to any Unit without the prior written approvals required under Article 9 of this Declaration.

Inside Installations

Nothing may be done in any Unit or in, on or to the Common Area and Association Property which may impair the structural integrity of any building in the Project or which structurally alters any such building without the prior written approvals required under Article 9 of this Declaration.

Outside Drying And Laundering

No exterior clothesline shall be erected or maintained or hung on balconies or railings within the Project and there shall be no exterior drying or laundering of clothes or any other items on any Exclusive Use Common Area or Association Property.

Storage

No Owner shall use any Exclusive Use Balcony Area, Exclusive Use Patio Area or Exclusive Use Roof Deck Area for storage purposes, including, without limitation, the storage of bicycles.

All authorized improvements installed or constructed by an Owner within the project must be completed in accordance with applicable laws, including but not limited to, the laws, building codes, regulations and ordinances of the City of San Diego.

Use of Exclusive Use Areas

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 Areas shall be subject to the HOA Membership Handbook and the Architectural Guidelines and any Improvements within such areas shall require the approval of the Architectural Committee.

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 Committee.

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 Committee.

Umbrellas are permitted on balconies on and below floor ten (10) only and must be anchored in such a way as to prevent being blown loose during heavy winds. Umbrellas must be approved by the Board.

Window Coverings

To enhance the appearance of the building, curtains, drapes, shutters, blinds, and other window materials subject to view from the exterior shall be restricted as to the color of the side exposed to the exterior. Only window coverings and materials, which have a white, off-white or beige color and tone are allowed and approved.

Aluminum foils or other reflective materials, bed sheets, papers, and the like may not be applied to windows, at any time.

No exterior screens are permitted except for sliding glass doors with approved screen doors subject to the approval of the Architectural Committee.

The Unit Owner is responsible for the care and maintenance of these 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.

All window coverings shall be of a neutral color harmonious with and not conflict with the color scheme of the exterior wall surface of the Unit. Window tinting and window coverings which differ from that described above shall be subject to the approval of the Board.

Exterior Lighting

Any exterior electrical, gas or other artificial lighting installed on any Unit shall be positioned, screened, or otherwise directed or situated and or such controlled focus and intensity so as not to unreasonably disturb the Residents of any other Unit(s). Further rules regarding exterior lighting may be promulgated by the Board or Architectural Committee.

Window Tinting

Window tinting and coverings shall be subject to the approval of the Architectural Committee. A great deal of time, effort and residential polling went into determining a shade of tint which had no pink tones or reflective qualities as well as a tremendously durable quality, in the interest of preserving the aesthetic of the exterior look of our building.

3M is the standard in the industry of window tinting. 3M holds the original window film patent and offers over 30 years of proven performance. 3M's patented adhesive system is parallel to none and is made exclusively for 3M Scotchtint Film. Additionally, 3M is only sold and installed by professional, authorized dealers who have met 3M's high standards. This 3M product is highly recommended as the product used for window tinting at La Vita.

3M's Scotchtint Sun Control Window Film #RE35NEARL (Medium performance Neutral)

Signage

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

1. Such signs as may be required by legal proceedings.
2. Residential identification signs, subject to the approval of the Architectural Committee as to suitability.
3. Job identification signs during the time of construction of any portion of the Project by Declarant.
4. Signs used by Declarant for the purpose of developing, improving and selling Condominiums.

Solar Energy Systems

Any Owner proposing to install or use a solar energy system, as defined in California Public Resources Code, 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 Committee pursuant to the CC&Rs. 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.

Drainage

There shall be no interference with the established drainage pattern over the Property, including, without limitation, the Exclusive Use Common Areas, unless an adequate alternative provision is made for proper drainage with the prior written approval of the Board. For the purpose hereof, "established" drainage is defined as the drainage which exists at the time of the first close of escrow for the sale of a Condominium, or that which is shown on any plans approved by the Board. Each Owner shall have the duty and obligation to maintain the drainage situated within any Exclusive Use Roof Deck Area, Exclusive Use Patio Area and/ or Exclusive Use Balcony Area free of debris and any other material which may impede the flow of water and to clean such drainage, as may be necessary. No Owner shall dispose of any Hazardous Materials in any drains. If such Owner fails to maintain such drainage and, as a result, imminent danger or damage to person or property may result to the other Owners, then the Association shall have the right of access onto such area for the purpose of clearing debris and other material so as to not impede the flow of water. This right of access shall be exercised only for the purpose of preventing damage to persons and property and the entering party ("Entering Party") shall use reasonable care so as to not cause any damage to such areas. The Owner shall reimburse the Association for any costs and expenses incurred in clearing such debris pursuant to Section 4.3.2 of the Declaration. Notwithstanding the foregoing, the Board and its agents shall, after giving reasonable notice, have the right to enter any deck or patio within an Exclusive Use Balcony Area, Exclusive Use Patio Area and/or Exclusive Use Roof Deck Area to conduct a cleaning of and to inspect the established system of drainage located thereon, provided that the Association repairs any damage which might result from such inspection.

Antennae and Satellite Dishes

No television or radio poles, antennae, satellite dishes, or technological evolutions of the foregoing or other external fixtures shall be installed without the prior written approval of the Board of Directors or duly appointed Architectural Committee. This Section shall not apply to antennas installed entirely within a Unit or Exclusive Use Common Area and does not require any modification to the Common Area. The application process is as follows:

The Owner must submit an application and notice to The Board prior to the installation of the Antenna.

The Owner must obtain approval of The Board for the installation of the Antenna. The application for approval of an Antenna shall be processed by The Board in the same manner as any other architectural modification within the Project, subject to the requirements of California Civil Code section 4275, U.S.C. Section 207 or any successor statutes or law.

No wiring insulation, air-conditioning, or other machinery or equipment other than that originally installed by Declarant or approved by The Board, and their replacements shall be constructed, erected or maintained on or within the Common Area and the Association Property including any structures on it.

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 Units or to the Association Property.

Balconies & Ledges

Sunshades, awnings or screens may not be used 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.

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. Potted plants must have appropriate catch basins underneath them.

The balconies and patios of the Units 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 limitations, size, materials, color and fabric). The balconies and patios shall not be used for storage of any type, include without limitation, boxes, 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 or offensive to the other Owners or to any other property in the vicinity of the Project or its occupants. No modifications to balcony surface coverings will be accepted by the Architectural Committee.

Damage or Destruction to a Residential Unit

If there is damage 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 under Article 9 and the Architectural Guidelines, work must be performed in accordance with plans approved by the Board as provided in Article 9 herein.

Contractor/Subcontractor Guidelines

1. Any damage caused by Contractor/Subcontractors to Common Areas or adjacent Units by an improvement is the Homeowner's responsibility.
2. Any damage must be reported immediately to the management office along with a schedule of repairs.
3. If the damage is not repaired in a timely manner, the Association will make the repairs and charge the Owner.
4. The Owner will be held liable for the actions of his/her contractors and/or workmen.
5. All floor areas are to be protected with carpet mask or 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 \$100.00 fine per violation, plus the cost of cleaning.

6. All trash and debris must be carried off-site on a daily basis by contractors.
7. The trash chutes on each floor may not be used for disposing of debris. There will be a \$100.00 fine per violation.
8. Any existing carpet, hardwood flooring and tile must be disposed of off-site. DEBRIS SHOULD NOT BE DISPOSED OF IN ANY LA VITA DUMPSTER OR TRASH CHUTE OR LEFT ANYWHERE ON THE PREMISES. DEBRIS SHOULD NEVER BE STORED IN THE HALLWAYS AT ANY TIME.
9. All cutting and materials manipulation should be performed inside the Homeowner's Unit or on the balcony and not in any Common Area of the building. Common Areas include the hallway, garage, driveway or any part of the lobby areas.
10. The Homeowner should make arrangements for the contractor to use only the padded elevator well in advance of the installation day.
11. Only the padded, non-medical emergency elevator should be used. Contact management 5 days in advance for scheduling.
12. When the previous flooring and other debris are ready for removal, the padded elevator should be used to shuttle the debris in the most time efficient manner possible. (Note: The installer will be using one of the only elevators available to all Residents).
13. The elevator must be returned in the condition it was found for regular Residential use before starting the next aspect of the job.
14. Working hours are limited to Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays as set forth in the CC&Rs.
15. There will be a \$100.00 fine if work continues past 5:00 p.m. or performed on a prohibited day of the week.
16. Contractors must park vehicles on the surrounding streets, not in Visitor Parking. Please no double-parking or obstructing driveways or walkways.
17. Owners agree to hold the Association harmless against liability for: (a) injury to, death of, or damage to 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.
18. Workers are not allowed to bring pets or children on site and will be denied entry if they have a pet with them. Workers are also prohibited from creating nuisance noise unrelated to the construction work. Workers are also prohibited from eating meals or taking breaks on the grounds in the Common Areas. (\$100.00 fine per violation)
19. The Owner may select a general contractor he or she chooses, or act as the general contractor and hire sub-contractors. All contractors, whether acting in the capacity of general or sub-contractor, must be licensed in the State of California and must have workers' compensation, general liability and property damage insurance. The Association must be named as an additional insured on a Certificate of Insurance. The Certificate of Insurance should be included with the Request for Architectural Approval.
20. 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 the activities in Common Areas.
21. Contractors must use their own equipment. No equipment or tools that are the property of the Association are to be used at any time.
22. 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 management needs to be made in order to cover and protect smoke detectors located in Common Area corridors adjacent to the Unit.

23. All workmen must wear shoes, pants or shorts, and shirts in the building at all times.
24. All workmen must check-in with management upon arriving.
25. Exclusive use of the elevator must be coordinated with management.
26. No workman may use the power from the hallway or Common Areas.

Restrictions for Installing Wood/Tile Flooring

The minimum rating for the wood or tile floor assembly you need to comply with is an STC of 52 and an IIC rating of 58. If you are complying with this, then the floor assembly should be fine. Please note that the installer must comply with the STC installation or it will void the rating. Please be advised that if, through testing, the Association finds out that you had a faulty installation and/or the wood floor assembly does not meet the rating, the flooring has to be removed at your expense.

The demolition of the existing flooring and the installation of the new floor need to be coordinated with the on-site management staff. Before construction begins, you must furnish the name of the contractor you are using, along with their California contractor's license and a certificate of liability and worker's compensation insurance. During this process, all debris disposal is the responsibility of the Unit Owner, as well as the daily clean-up and the protection of any Common Areas. Please note that the trash dumpsters or trash chutes cannot be used for disposal of your construction materials and your construction workers cannot park in the garage area. Construction hours are from 8:00 a.m. until 5:00 p.m., Monday through Friday.

Cleaning of Common Areas

Contractors are required to clean up all La Vita Common Areas that are affected by the Construction. Cleaning of Common Areas must be done at the end of each day that the contractor is working in the Owner's Unit. If adequate cleaning of the Common Areas is not completed, the Resident will be charged for the cleaning and fined.

Inspections

Per La Vita's Architectural Review Guidelines, once the work has been completed the final inspection of the Common Areas will be made. If during the final inspection the manager and/or the authorized representative finds the Common Areas to be in the same manner as the existing conditions, no fines will be levied against the deposit or billed to the owner. If any Common Area has been affected in a negative manner a charge for repair and or clean-up will be assessed and a fine will be determined by The Board.

Deposit

Per La Vita's Architectural Review Guidelines, construction of improvements may not begin unless a deposit has been paid, see attached form. When construction is complete and the final inspections have

been made, and an Estoppel certificate filed, the deposit will be returned to the Owner reduced by any fines levied. Allow for 30 days for deposit to be returned.

Time Frame for Construction

The Owner will provide a Construction schedule with intended date of completion of all approved Construction. It is the Owner's responsibility to confirm with the property manager when the work has been completed. The construction schedule shall be provided at the same time as the deposit is paid. If the work is not completed within the scheduled time frame, a fine will be levied.

Insurance

The Owner's Contractors will be required to carry general liability insurance and workers compensation insurance. Proof of insurance will be provided at the same time as the deposit is paid. (Attach to attached form.) Contractors must name La Vita HOA as additional insured.

Water Shut Off Notice

If the work requires a water shut off that will affect other Units, the on-site office has to give a 24 hour water shut off notice to the affected Units.

EXHIBIT A – HANDICAP PARKING

MEMORANDUM OF UNDERSTANDING AND AGREEMENT PARKING FOR THE DISABLED LA VITA HOMEOWNERS ASSOCIATION

The following represents the policies of the La Vita Homeowners Association, which, by their signatures below, the undersigned Residents acknowledge their understanding and agreement. Notwithstanding anything to the contrary herein, the Association will consider requests for reasonable accommodations to the extent required by State and Federal Law.

1. Certain parking spaces in the La Vita parking garage have been designated as parking for the handicapped. These spaces have been assigned to Owners who may not be handicapped, but such spaces are not considered as being Exclusive Use Common Areas.
2. Pursuant to Section 7.12.4 of the CC&Rs, a Resident who is qualified to park in a handicapped space because he or she has a handicapped license plate or placard issued by the California Department of Motor Vehicles (“DMV”) is entitled to petition the Board of Directors to be allowed to park in a handicapped parking space. The Association will not accept requests to reassign handicapped spaces based upon handicapped license plates or placards issued by any other state or in the absence of a California DMV issued license plate or placard (temporary placards are available from the DMV for visitors and new Residents).
3. The handicapped Resident requesting to be reassigned into a handicapped space shall be entitled to select the handicapped space he/she would find most accommodating, except that the handicapped Resident shall not be entitled to select a parking space in which another handicapped person has already been assigned.
4. No Resident is entitled, as a matter of right, to more than two parking spaces in the La Vita parking garage. A Resident seeking an assignment into a handicapped parking space must surrender one of his/her parking spaces within the parking garage to the person displaced from the handicapped parking space.
5. Some parking spaces in the garage are tandem spaces; i.e., designed and intended to allow the parking of two vehicles in tandem. For the purposes of this policy, the tandem parking spaces shall be considered to be one parking space.
6. If the Resident seeking a handicapped parking space is the Owner of a tandem space, the Resident will be required to surrender the tandem space in trade for the handicapped space. That will potentially result in a loss of one parking space for the Resident requesting a handicapped parking space.
7. Because the parking spaces are assigned, the Association cannot guarantee that the Resident surrendering a tandem space will not lose the ability to park a second car in the garage. However, the Association will request the Resident being displaced from the handicapped space to voluntarily surrender his/her second parking space so that the handicapped Resident will continue to have two spaces. No liability or penalty will be incurred by any Resident declining to trade his/her second space.
8. If the Resident seeking a handicapped parking space is the Owner of a tandem space, the Resident will be required to surrender the tandem space in trade for the handicapped space. Because the parking spaces are deeded property rights, the Association cannot guarantee that the Resident surrendering a tandem space will retain the ability to park a second car in the garage.
9. If the Resident being displaced from the handicapped space has the deeded rights to a second parking space, the Association will request the Resident being displaced to voluntarily surrender

his/her second space so that the handicapped Resident will continue to have two spaces. A Resident declining to trade his/her second space will not incur any liability or penalty.

10. In situations other than where a tandem space is involved, the two parties shall meet and confer in an attempt to agree on which parking space the Owner of the handicapped space shall receive in the reassignment. In the event the parties do not agree on the space to be received, the Board of Directors shall make the determination. In most cases, the Board will reassign the Owner of the handicapped space into the parking space that is closest to the elevator or other building entrance/exit closest to or otherwise providing the most convenient ingress and egress to the handicapped parking space Owner's living unit, but the Board will consider other factors, as the Board deems appropriate.
11. The handicapped Resident shall be entitled to use of the handicapped parking space only so long as the Resident qualifies for a handicapped placard issued by the State of California Department of Motor Vehicles or so long as the Resident resides in the community on a full-time basis. The handicapped Resident is required to notify the Association immediately should the Resident no longer qualify, and agrees to restore the parties' original parking assignments immediately upon notification by the Association. The Association shall be entitled to require that the handicapped Resident periodically provide such evidence and documentation as may be reasonably necessary to document the handicapped Resident's continuing qualification to use of the handicapped parking space. The parties agree that the request to produce such evidence and documentation twice each calendar year shall not be considered burdensome or oppressive.
12. By their signatures below, both affected parties agree that the Association shall be entitled to record an amendment to that certain document entitled "Parking Assignment Declaration for La Vita," recorded December 13, 2004, as Document 2004-1170996, to reflect the reassignment of spaces as described in this Agreement and that the Association shall be further authorized to record a subsequent amendment to said Parking Assignment Declaration at such time as the parking assignments are restored to their original assignments. No further signatures or consents by either affected party shall be necessary for the Association to exercise its authority granted herein. The handicapped Resident seeking the reassignment of parking spaces shall be responsible for the fees and costs associated with the preparation and recording of the amendments referred to in this paragraph.
13. Reassignment of handicapped spaces is not available to accommodate guests of Residents, or for non-Resident family Members of Residents, or for anyone other than a full time Resident whose domicile is La Vita.

The handicapped person(s), whose signature(s) are affixed below, shall be assigned the right to park in Handicapped Parking Space No. _____ and Parking Space _____ and shall surrender the right to park in Parking Space No. _____ and Parking Space No. _____ for so long as he/she/they qualify under the terms of this Memorandum of Understanding and Agreement.

Dated: _____, 20____

Director, La Vita Homeowners Association

Resident(s) Requesting Reassignment into Handicap Parking Space

I/We understand and agree to all of the above, and that this Memorandum of Understanding and Agreement shall be effective as of the date our signatures are affixed below.

Dated: _____, 20__

La Vita Address

Signature

Printed Name

Signature

Printed Name

Resident(s) Being Reassigned from Handicap Parking Space

I/We understand and agree that effective upon my/our signature below, the Resident(s) listed above shall be entitled to park in my/our assigned Handicapped Parking Space No. _____ and that I/we shall be entitled to park in Parking Space No. _____ for so long as this agreement is in effect.

If the Resident(s) listed above is surrendering a tandem parking space in return for the use of my/our handicapped parking space, I/we shall also be entitled to park in Parking Space No. _____. In return for use of the full tandem parking space, I/we may voluntarily trade our second parking space (if applicable) listed below.

I/We _____ agree/_____ do not agree to voluntarily trade Parking Space No. _____ to the requesting Resident(s) for so long as this agreement is in effect.

Dated: _____, 20__

La Vita Address

Signature

Printed Name

Signature Printed Name

EXHIBIT B – REQUEST FOR APPROVAL

HOMEOWNER NAME: _____

ADDRESS: _____

DAYTIME PHONE: _____ EVENING PHONE: _____

UNIT #: _____

DATE: _____

PROPOSED START DATE: _____

PROPOSED COMPLETION DATE: _____

NAME OF CONTRACTOR: _____

CONTRACTOR'S LICENSE #: _____

DESCRIPTION OF IMPROVEMENT: _____

HOMEOWNER'S SIGNATURE: _____

ARCHITECTURAL COMMITTEE

Date received: _____

Approved/Disapproved: _____

Conditions of Approval/ or Reasons for Disapproval: _____

Committee Signature _____

Date: _____

EXHIBIT C – CONDITIONS OF APPROVAL AND DISCLAIMER

Unless specifically agreed otherwise in writing by the Board of Directors, approval of the submitted plans is expressly conditioned upon the Owner agreeing to assume the cost for any additional maintenance directly or indirectly caused by the proposed modification(s), addition(s), or improvement(s).

During the approval process, the Association may require that its architect, landscape consultant, attorney, contractor, etc., review the proposed plans. SUCH REVIEW(S) ARE VERY LIMITED IN SCOPE AND M AY NOT BE RELIED UPON BY THE OWNER TO ENSURE CORRECTNESS OF PLANS FROM EITHER A LEGAL, ARCHITECTURAL, STRUCTURAL, ENGINEERING, LANDSCAPING, ETC., STANDPOINT.

The applicant further agrees and represents that, as a condition of submittal, they have independently reviewed and confirmed that the proposed plans are correct from a legal, structural, architectural, engineering, and/or landscaping standpoint and will not in any way, other than that which has been disclosed in the application, negatively impact the Association or cause damage or additional maintenance to Association-owned land and/or Association maintained property.

The applicant further agrees and represents that the applicant has complied with all applicable Federal, State, County and City laws and ordinances and has obtained all necessary permits in connection with the proposed plans. Applicant further agrees to send copies of all permits to the Association prior to the actual implementation of the proposed plans.

PLEASE NOTE THAT APPROVAL OF THE PROPOSED PLA NS BY THE ASSOCIATION DOES NOT CHANGE OR ABROGATE THE APPLICANT'S OBLIGATION TO OBTAIN ALL NECESSARY PERMITS AND/OR COMPLY WITH ALL APPLICABLE GOVERNMENTAL REGULATIONS.

Signature _____ Date _____

Print Name _____ Unit Number _____

EXHIBIT D – NEIGHBOR NOTIFICATION & ACKNOWLEDGMENT

Please notify your neighbors indicated below, of your request for architectural improvement.

FACING NEIGHBOR:

Name: _____

Address: _____

Signature Date

ADJACENT NEIGHBOR:

Name: _____

Address: _____

Signature Date

ADJACENT NEIGHBOR:

Name: _____

Address: _____

Signature Date

IMPACTED NEIGHBOR:

Name: _____

Address: _____

Signature Date

SUBMITTED BY:

Name: _____

Address: _____

Home Phone: _____

Work Phone: _____

The attached plans were made available to the above neighbors for review. Each neighbor listed has been notified that I am submitting these plans for Architectural Committee approval.

Signature of Owner(s):

Date:

EXHIBIT E – DESCRIPTION OF IMPROVEMENT/MODIFICATION

Description of Improvement/Modification (to be filled out by the contractor, installer or Homeowner).
A copy of this Description of Improvement/Modification form will be sent to Homeowners of adjacent units below, above and beside you.

Homeowner's Name: _____

Address: _____ Date: _____

EXHIBIT F – CONTRACTOR/INSTALLER WORK PLAN

To be filled out by the contractor, installer or Homeowner.

Describe the contractor or installer work plan for your Unit including the materials and process. See the guidelines for Hardwood Flooring, Hard Surface Flooring (tile, stone, etc.), General Contract Work, or Window Tinting for details necessary for your project. Give an estimated timeline for the work.

For all flooring projects:

List specifics about the surface material, underlayment material with IIC rating (very important) and the planned gap where the flooring meets a wall.

For all general contractor projects:

Fully describe all structural changes. List obstacles to be moved or removed including plumbing, electrical wiring, cable, telephone, fire sprinklers, appliances, windows, doorways, or walls.

For all window tinting projects:

List the tinting material. List the windows to be tinted or indicate "all" if that is your plan.

Homeowner Name Date

Mailing Address including Unit #

Work Phone Home Phone

Name of Contractor/ Installer Contractor Phone:

Description of Work and Materials:

EXHIBIT G – NOTICE OF COMPLETION

Notice is hereby given that the undersigned is the Owner of the property located at:

Address: _____

City Zip Code

The work of Improvement on the described property was completed on:

_____ day of _____, 20__ in accordance with the Architectural Review Committee's written approval through the above owner's plans and submitted package.

OWNER'S SIGNATURE Unit #

OWNER 'S SIGNATURE Date

ARCHITECTURAL COMMITTEE

Date Inspected: _____

Inspection Approved: -----

Inspection Disapproved: _____

Conditions of Approval/ or Reasons for Disapproval:

Committee Member Signature Date:

UPON COMPLETION OF IMPROVEMENTS, MAIL TO:
La Vita Homeowners Association
300 West Beech Street
San Diego, CA 92101

EXHIBIT H – LA VITA MOVING GUIDELINES

Welcome to La Vita Homeowners Association (HOA). It is our goal to make your move as easy as possible for you, while at the same time maintaining security and preserving the condition of the building.

Due to property limitations, all moves at La Vita occur through the front door of each building and use passenger elevators. This creates certain logistical considerations that will affect your move into or out of La Vita. It also causes a certain amount of inconvenience for other residents. In order to ensure your move goes smoothly, it must be scheduled with the Management Office. Please make note of the following requirements:

- Moving companies must supply the Association with a current certificate of insurance for Worker's Compensation and Liability Insurance for a minimum of \$1,000,000 before the move may begin. The certificate(s) must name La Vita Homeowners Association as additionally insured.

Please forward the certificate(s) to:

La Vita Homeowners Association
Management Office
300 West Beech Street
San Diego, CA 92101
Phone: (619) 236-1044 Fax: (619) 236-1209

- When your movers arrive at the building, you and/or your mover must contact the Management Office. Property staff will direct you from this point. If your mover is expected to be late or if your move will run past the ending time, please contact Management immediately.
- All homeowners who are renting out their units are responsible for providing Management with a copy of the fully executed lease agreement between you and your renter as stated in your governing documents. No renters will be allowed to move into the property until a signed lease agreement and other necessary paperwork has been received by Management. No exceptions.
- Unscheduled moves will incur a \$750 fine of the homeowner by the La Vita HOA.

It is our hope that you and your movers understand the importance of adhering to the procedures and timelines provided. La Vita is a controlled-access building and only allows moving companies on the property that cooperate in keeping the building secure and the property damage-free.

Below are more detailed guidelines and procedures that you and your movers must follow during the course of your move. If you have any questions, you and/or your mover may contact the on-site General Manager at (619) 236-1044 prior to your move.

Moving Guidelines

The following guidelines have been developed to assist you with your move. Please be aware that a “move” is defined as a move into or out of any La Vita unit and includes moves from one La Vita unit to another.

All moves shall be coordinated and scheduled through the Management Office. The on-site Property Manager will provide copies of all necessary paperwork and will ensure that all forms and agreements have been completed prior to your move. You can contact the on-site Manager as follows:

Telephone: (619) 236-1044 Fax: (619) 236-1209

All requirements for moves apply to both the moving companies and the residents who are moving. All residents will be held responsible for any damage done to the common area during any moves.

If you plan to use a moving company not listed on the Preferred Mover’s List, we recommend that you select a mover who is experienced in moving into condominium high-rises and who is also familiar with the move procedures established by La Vita HOA.

Moving Requirements and Procedures

All residents must schedule their move and reserve an elevator with Management at least one week in advance of their move. However, given the number of residents moving in and out of La Vita each month, it is advisable to schedule your move as far in advance as possible in order to ensure your first choice of moving date.

La Vita charges a fee of \$150 for each move. This fee is used to offset the cost to the HOA for the move and must be paid before your move can be scheduled. Residents must also provide a refundable \$300 security deposit before scheduling the move. To ensure full return of the security deposit, there must not be any damage to the Common Areas as a result of your move, and your move cannot extend past your allotted move time. A member of Management staff will accompany each resident on a pre- and post-move inspection of the area traveled during the move. Please make your moving fee and security deposit checks payable to La Vita HOA.

- Regular moving hours are Monday through Friday from 8:30 a.m. to 4:30 p.m., and Saturday from 8:30 a.m. to 3:30 p.m. No moves will be scheduled on Sundays or holidays. Each move is allowed a 4-hour window in which to complete the move. That window of time must be confirmed prior to the move. Any moves that extend past the 4-hour window will incur extra move charges that will be withheld from the security deposit at the rate of \$50 per half-hour increment.

- Unscheduled moves will incur a \$750 fine of the homeowner by the La Vita HOA.
- Residents who wish to move their own household goods may do so providing they meet all of the requirements of moving companies, including insurance certificate requirements.
- See the preferred movers list in the Management office for moving companies that have been pre-approved for moves at La Vita. As part of the pre-approval process, they have agreed to abide by La Vita's Move Guidelines and have provided the necessary insurance requirements to the Association. (La Vita's pre-approval of these companies does not constitute an endorsement of the quality or cost of their services.)
- If your move is expected to be late or if your move will run past the ending time, please contact Management immediately. If there is no answer, please leave a detailed voicemail message.
- Upon arrival to the property, the resident and/or one of the moving company's representatives will join the General Manager or other appointed staff on a pre-move inspection walk to confirm that there is no damage to any of the common areas on the path to their unit. In addition, a post-move inspection will be completed at the end of each move. Residents will be responsible for any repair costs needed as a result of damage caused during their move.
- All personnel assisting in a move will be required to sign-in at the Management Office prior to the pre-move inspection.
- All moves will be through the main lobby of either the Tower or the Mid-rise building, except for moves involving the townhouses on State Street or Cedar Street.
- All residents will use only the assigned padded elevator for their move. Furniture and household goods will be carried through the main lobby to the padded elevator and directly to the unit. At no time is it permissible to use non-assigned elevators for a move or to "stage" items in any lobby.
- No common area doors are to be propped open while any move is taking place.
- All floor areas must be protected along the entire moving path, from the building entry to the unit. Management will provide protection material for either lobby (depending upon the location of the move), and will take care of padding the elevator for your move. The resident and movers are responsible for laying down protection on the carpeting from the elevator to the unit front door. All debris must be cleaned up and cleared out by the end of each move.
- Under no circumstances may furniture or other items be dragged across the flooring. Dollies and hand trucks must be used at all times.

- All moves requiring two or more persons require the resident to adhere to the Moving Guidelines.
- Recycling bins are available on the P-1 level parking garage so residents can dispose of any - personal moving boxes and debris. Please note, however, that all boxes must be broken down “flat” before disposing into the bins.
- The moving company must carry all trash and packing material off-site or load it onto the moving truck to be removed from the property immediately following completion of your move. La Vita’s trash dumpsters may not be used by the moving company for disposing of debris.
- Any unwanted furniture (i.e. patio furniture, chairs, old mattresses, etc.) must be removed from the property by the resident or moving company. Any unwanted furniture left on the property by the moving company or resident will be removed at the resident’s expense, and those costs will be deducted from the security deposit.

Building Information

Property name and address:

La Vita Homeowners Association
300 West Beech Street
San Diego, CA 92101

Property management office: Phone: (619) 236-1044 Fax: (619) 236-1209

LIST OF PREFERRED MOVERS

To be a preferred mover, a moving company must meet the insurance requirements set by the La Vita HOA, must preview the property, and must agree to the protection requirements of the Association. Preferred movers meet or exceed all requirements established by the HOA and have experience in urban moving. Finally, they are aware of the standards of service that are expected in order to remain on the HOA’s referral list. Please visit the Property Manager’s office for a copy of this list.

Please note that inclusion on the list does not indicate an endorsement of a moving company but simply that it has been pre-screened by the HOA for meeting the above requirements.

EXHIBIT I – DELIVERY AND PICK UP GUIDELINES

The following guidelines have been developed to make deliveries and pick-ups at La Vita as easy as possible, while at the same time maintaining security and preserving the condition of the property. It is our hope that you understand the importance of adhering to the procedures and timelines provided.

Delivery and Pick-up Guidelines

The following guidelines have been developed to assist you with your delivery or pick-up.

All furniture and large item deliveries or pick-ups must be coordinated and scheduled through the Management Office. You can contact the on-site Manager as follows:

Telephone: (619) 236-1044 Fax: (619) 236-1209

All requirements for deliveries and pick-ups apply to both professional delivery companies and the residents who contract for their services.

Residents will be held responsible for any damage done to the common area during deliveries and pick-ups.

Delivery and Pick-up Requirements and Procedures

All residents must schedule their delivery/pick-up and reserve an elevator with Management at least one day in advance of their delivery. However, given the number of residents moving in and out of La Vita each month, it is advisable to schedule your delivery/pick-up as far in advance as possible in order to ensure your first choice of delivery/pick-up date. Residents must pay a refundable \$300 security deposit before any delivery/pick-up can be scheduled. Please make your security deposit check payable to La Vita HOA. To ensure full return of your \$300 security deposit, there must not be any damage to the common area as a result of your delivery/pick-up, and your delivery/pick-up cannot extend past your ending delivery/pick-up time. Each resident will be accompanied by a member of Management staff on a “pre” and “post” inspection of the area traveled during your delivery/pick-up.

- Prior to any delivery/pick-up, whether by a delivery/pick-up company or yourself, residents must meet with Management to discuss any insurance requirements that may apply.
- If your delivery/pick-up is expected to be late or if your delivery/pick-up will run past the ending time, please contact Management immediately. If there is no answer, please leave a voice mail message along with any details.
- Upon arrival to the property, the resident and/or one of the delivery/pick-up representatives will join the General Manager or other appointed staff on a pre-delivery/pick-up inspection walk to confirm that there is no damage to any of the common areas on the path to their unit. In addition, a post-delivery/pick-up inspection will be completed at the end of each delivery/pick-up. Each resident

will be responsible for any costs for repairs needed as a result of damage caused during the delivery/pick-up.

- All personnel assisting in a delivery/pick-up will be required to sign-in at the Management Office prior to the pre-delivery/pick-up inspection.
- All deliveries/pick-ups will begin at the main lobby of either the Tower or the Mid-rise buildings.
- No common area doors are to be propped open while any delivery/pick-up is taking place.
- All floor areas must be protected along the entire delivery/pick-up path, from the building entry to the unit. Management will provide protection material for either lobby (depending upon the location of the delivery/pick-up) and will take care of padding the elevator for your delivery/pick-up. The resident and delivery/pick-up persons are responsible for laying down protection on the carpeting from the elevator to the unit front door. All debris must be cleaned up and cleared out by the end of each delivery/pick-up.
- Under no circumstances may furniture or other items be dragged across the flooring. Dollies and hand trucks must be used at all times. Management can loan out one dolly but it must be returned by the close of business on the same day of your delivery/pick-up.
- Any deliveries/pick-ups that require two or more persons to transport those items require the resident to adhere to the Delivery and Pick-up Guidelines.
- The delivery/pick-up company must carry all trash and packing material off-site or load it onto the delivery/pick-up truck to be removed from the property immediately following completion of your delivery/pick-up. La Vita's trash dumpsters may not be used by the delivery/pick-up company for disposing of debris.
- Recycling bins are available on the P-1 level parking garage so that residents can dispose of any personal delivery boxes and debris. Please note, however, that all boxes must be broken down "flat" before disposing into the bins.
- Any unwanted items must be removed from the property by the delivery/pick-up company or resident. Any unwanted items left on the property will be removed at the resident's expense, and those costs will be deducted from the security deposit.

Building Information

Property name and address:

La Vita Homeowners Association
300 West Beech Street
San Diego, CA 92101

Property management office: Phone: (619) 236-1044 Fax: (619) 236-1209