

CONCERTO LOFTS MAINTENANCE CORPORATION

COMMUNITY HANDBOOK

Adopted May 2007

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INTRODUCTION

Welcome to Concerto Lofts!

Concerto Lofts is a condominium community located with the Master Planned Community of Playa Vista (PVPAL). Because attached living is a unique experience that relies on the mutual cooperation of all to be successful, the Concerto Lofts Maintenance Corporation ("Association") created this Community Handbook. Inside you'll find practical rules, regulations and guidelines that are intended to help foster a harmonious, enjoyable and safe environment for all residents.

This Community Handbook details basic guidelines that, if observed, ensure that the structures and grounds of Concerto Lofts remain in good condition and that neighbors treat each other with respect and consideration. There are also basic move-in and move-out procedures to help you through those transitions and to keep inconveniences to neighbors at a minimum.

Finally, because we care about the well being of residents, you'll find fire emergency procedures and an earthquake preparedness guide in the back of the booklet. Another important issue for you to know about is mold. Please refer to your maintenance manual to learn about the hazards of mold and how it can be addressed, should a problem arise.

Bear in mind that the rules and guidelines established in this Community Handbook are always subject to the Declaration of Covenants, Conditions and Restrictions of Concerto Lofts ("Declaration") and the Association's Articles of Incorporation and Bylaws. Also, as a Member of the Association you are subject to the Declaration for PVPAL and all Rules and Guidelines set forth by PVPAL. The Board of Directors has the power to revise the rules, regulations, guidelines, policies and procedures set forth in this Community Handbook from time to time. If you would like to contribute suggestions for this Community Handbook, please submit them to the Property Management Company for consideration by the Board.

Please read this Community Handbook carefully, and be sure your family, guests and tenants fully understand and follow the rules, regulations and guidelines set forth below. If you have questions, please contact the Property Management Company:

Concerto Lofts Maintenance Corporation
c/o Prime Association Services
635 Camino de los Mares, Suite 300
San Clemente, CA 92673
800/706-7838
800/706-7858

If you want to make any modifications to the interior or exterior of your Residential Unit, including Exclusive Use Easement Area, a request must be submitted to the Property Management Company in writing for approval by the Design Review Committee if there is one, otherwise by the Board of Directors. The procedures and guidelines for such modifications are located in the Design Review Guidelines section of this Community Handbook.

As you read through this Community Handbook, you will encounter defined terms, identifiable by their initial capital letters. Except as the context otherwise requires, these defined terms have the same meaning as set forth in the Declaration

Concerto Lofts Maintenance Corporation

The purpose of the Association is to operate, manage and maintain Concerto Lofts for the benefit of the Owners. Common sense and consideration for your neighbors are the keys to its success.

The Board governs the Association, and meets regularly to make decisions pertaining to those matters for which the Association is responsible. Homeowners will be notified of the date, time and location of all meetings of the Members and the Board. If you are interested in becoming involved in the Association, please contact the Property Management Company.

Residents are encouraged to work together to build a harmonious community. If any disputes between individual Owners should arise, the parties are encouraged to try to resolve them on their own.

To report problems related to the Association Property or Common Area (such as landscape, sewer, street problems, etc.), please contact the Property Management Company.

COMMUNICATION

As an attached living community, Concerto Lofts is a unique environment that calls for mutual cooperation, common sense and consideration of neighbors. To facilitate harmony within the project, all residents and their guests must comply with the rules and guidelines set forth in this Community Handbook and the Governing Documents. If you believe that a rule or restriction is unfair, you may try to change it by serving on the Board, participating in a committee, etc.

Concerto Lofts welcomes communication from its members. Please feel free to call or write to the Property Management Company, the Association's liaison, to discuss any questions or issues.

MAINTENANCE AND INSPECTION OBLIGATIONS

Both Concerto Lofts and the Association have maintenance and inspection obligations. Owners should consult their Owner Maintenance Manual, applicable warranties and other manufacturers' maintenance schedules and recommendations for specific maintenance requirements. As set forth in the Declaration, a portion of the Owners' maintenance and inspection obligations require Owners to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Residential Units.

Similarly, specific maintenance and inspection requirements for the Association are set forth in the Association Maintenance Manual, applicable warranties and other manufacturers' maintenance schedules and recommendations. The Association is also required to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Common Area and Association Property.

SEVERABILITY

If any of the provisions of this Community Handbook is held to be invalid, the remainder of the provisions shall remain in full force and effect.

**CONCERTO LOFTS MAINTENANCE
CORPORATION
COMMUNITY
GUIDELINES**

COMMUNITY GUIDELINES*

INTRODUCTION

The Community Guidelines established for Concerto Lofts are intended to foster an environment of neighborliness, consideration and cooperation. These Community Guidelines constitute Association Rules contemplated by the Declaration. All Owners, residents and their guests are required to follow these Community Guidelines as a means of acting on behalf of the greater good of the project and its well being. The Board has adopted these Community Guidelines, set forth below, in addition to the provisions of the Declaration and the Bylaws. In the event of any conflict between these Community Guidelines and the Declaration or Bylaws, the provisions of the Declaration or Bylaws (whichever applies) shall prevail.

As a point of clarification, all references below to Common Area and Association Property include, but are not limited to, corridors and halls, elevators, interior courtyards and the Parking Garage.

ENFORCEMENT OF GOVERNING DOCUMENTS

If there is a violation of the Association's Governing Documents, including these Community Guidelines or Architectural Guidelines, then a member may submit a Rules and Violation Report to the Property Management Company, describing the violation at hand, the Residential Unit number of the violator, and all other pertinent information, including their own information. If you would like to report a violation, please complete a Rules and Violation Report Form and submit it to the Property Management Company. A copy of a Rules and Violation Report can be found in the "Forms" section of this Community Handbook. No member complaint can be acted upon unless there is supporting documentation, i.e., a written complaint.

VIOLATION ENFORCEMENT PROCEDURE

Any violation of the Governing Documents, including the Community Handbook, will be processed according to the procedures outlined below.

In the event one or more Members of the Association or Board files a Rules and Violation Report, the Board will act as follows:

1. Send a letter to the Owner stating the violation and deadline for curing the violation.
2. Upon expiration of the cure date, if the violation still exists, a second letter will be sent stating that the failure to abide by the Governing Documents continues to exist and the Owner will be asked to attend a hearing with the Board.
3. The Owner will be notified as to the decision rendered by the Board as a result of the hearing. If the Owner/resident is found to be in violation of the Association's Governing Documents, the Board will either: (i) seek remedy by use of alternative dispute resolution procedures such as mediation or arbitration; (ii) apply monetary fines to the Owner's assessment billing as described below; or (iii) choose to correct (or cause to be corrected) the violation and assess the Owner for reimbursement of costs, all in accordance with the Governing Documents.
4. If the decision is to pursue a monetary fine system, the Association Fine Schedule outlined below will apply.

VIOLATION FINE SCHEDULE

First Occurrence: A Notice of Violation with a request to correct/repair the deficiency.

Second Occurrence: A letter with a \$100.00 fine, plus request to correct/repair.

Third Occurrence: A letter with a fine of \$200.00, request to correct/repair. May be referred to the Association's attorney.

Fines will continue to double with each repetition of the offense. The Board will determine the time for curing of violations for each Owner consistent with previously reported similar violations as applicable. Should a violation occur which imposes financial obligations on the Association, then the responsible party for the violation shall reimburse, by way of special assessment, the Association for this financial obligation. Example: repair and replacement cost will be charged to the responsible party for damaged walls, carpet or other common area.

PROCEDURE FOR RESIDENTIAL OWNER HEARINGS

If you have been invited to attend a hearing for an alleged violation of the Association's Governing Documents, the following procedure will be followed:

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 to state your position.
4. The requirements of the Association's Governing Documents will be reviewed for clarification of issues.
5. The Board may ask you questions.
6. You may ask the Board questions and make a final statement.
7. Your participation in the foregoing is appreciated by the Board. The Board will deliberate and vote in closed session.
8. You will be notified of the Board's decision, in writing, within ten (10) business days.

ACCESS PROCEDURES

The Association is equipped with controlled access doors and locking mechanisms, fire monitoring and fire-life systems and related building improvements. A key faub system allows Owners to access to the Common Area and Association Property, including the Parking Garage. This system identifies when a particular Owner accesses a particular part of the Common Area or Association Property, and if the key faub is lost or stolen, the key faub can be made non-operable. Even with this advanced technology, however, no building has completely secured facilities and no warranty is made or implied as to safety. It takes the vigilant observation and prompt action of the Owners in order to prevent accidents, unauthorized access and failure of these systems. Please report any observed condition and violations promptly to the Property Management Company.

All residents are responsible for seeing that all entry/exit gates and doors to the Project and storage areas are closed and in a secure, locked position at all times. Forcing gates apart is prohibited. Contractors or other personnel are not allowed to prop gates open, not even for very short periods of time.

An access device shall control access to the Parking Garage. All Owners will be assigned and issued a remote transponder at the time of move-in by the Association. There is a \$50 charge (or whatever the Board deems reasonable) for the replacement of each transponder that is lost. There is a \$50 charge for the replacement of each access key faub that may be lost. There is \$150 charge for each common area key that is lost. Such charges may be changed from time to time without notice. Damaged key faubs can be replaced with the Property Management Company for the cost of the key faub.

The Association, the Board and the Property Management Company do NOT and will NOT assume ANY risk for injury, loss or damage of any kind, directly or indirectly resulting from, or connected with, an Owner's choice to issue keys or remote control devices to cleaning personnel, employees, visitors, etc.

Costs for any damage caused by improper operation of the access device or any other gates will be charged to the responsible Owner.

GENERAL RULES FOR COMMON AREA AND ASSOCIATION PROPERTY

It cannot be stressed enough that all Owners and residents be thoughtful and considerate of their neighbors. General rules of good conduct should be observed at all times. The following are general guidelines you must observe at Coronado:

1. Safety and Noise. Please use common sense and courtesy in regard to voice levels, unnecessary noises and boisterous conduct. This includes, but is not limited to, televisions, radios and/or other sound emitting devices. Keep the volume at a reasonable level at all times so other residents are not disturbed. After 10 p.m., the volume must be significantly reduced to keep from disturbing other residents.
2. Damage Caused by Owner. Owners will be responsible for and bear all costs of repairs and/or replacement for any damage to the building, common facilities, equipment, or any other Association Property or Common Area, if it is determined that the damage was caused by the Owner, its lessees, guests, employees or contractors. The Board reserves the right to deny use of any Association facility to any Member or its guest and tenants at any time.
3. No Obstruction. Obstruction of the corridors, hallways or entranceways throughout the property is prohibited. No one may store or place anything in the Common Area or Association Property other than Exclusive Use Easement Area. This includes, but is not limited to, floor or door mats at door entries, potted plants, signage, pictures, paintings, items of furniture, etc. The Association will not be responsible for any damage to, or loss of, any personal property left in any Common Area or Association Property.
4. Waste. All trash or waste must be disposed of properly.
5. Antennas and Signs. Owners shall have the right to install antennas in accordance with the provisions of the Declaration and the Architectural Guidelines.
6. Association Property. Owners may not borrow or remove any equipment or property belonging to the Association.
7. Solicitation. All Owners are prohibited from distributing or causing to be distributed any advertising, pamphlet, free newspaper or any other printed matter on or in any portion of the property or Resident cars. This includes door-to-door solicitation, electioneering, etc. Owners may not permit their families, employees, agents, visitors, licensees to solicit.
8. Skateboards and Scooters. Riding skateboards, scooters, bicycles or rollerblades is not allowed in any interior or exterior Association Property, including the Parking Garage.
9. Smoking. Smoking is not allowed in any Common Area or Association Property, including the building corridors and elevators.
10. Emergencies. Should an emergency situation occur, the building personnel and all other types of emergency personnel shall have authorization to enter your Residential Unit using forcible entry, if necessary.
11. Outside Drying or 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, towels or any other items on any Exclusive Use Easement Area or Association Property.
12. HVAC. If you need to have maintenance or repair work performed on your HVAC, you must contact the Association and use the pre-approved HVAC contractors. Homeowners and/or their contractors are not permitted to access the roof or other major systems without approval from the Association.

CONDUCT AFFECTING INSURANCE

Please refer to Article 11 of the Declaration for additional information regarding Association and Owner insurance requirements. If you have further questions, please contact the Property Management Company.

Nothing shall be done or kept in any Residential Unit, Exclusive Use Area, the Common Area or the Association Property that will increase the rate of insurance without the approval of the Association.

No Owner shall permit anything to be done or kept in his or her Residential Unit, or in the Common Area or Association Property, which could result in the cancellation or suspension of insurance or which would be in violation of any law.

An Owner who is responsible for an increase in the rate of insurance on the Common Area or Association Property shall be personally liable for the cost of the additional insurance premiums.

CONDOMINIUMS

1. Residential Use. The Condominiums shall be used for residential purposes only. Please refer to Article 3 of the Declaration for more information regarding residential live work use restrictions.

2. Balcony and Patio Areas. Exclusive Use Balcony and Exclusive Use Patio Areas must be used as outdoor living areas containing patio furniture or similar furnishings, equipped with protective leg caps or other devices to prevent damage to the floors.

(a) The installation of any tiles or flooring material on the balconies or patios is strictly forbidden. Carpet, artificial turf or other flooring is also prohibited. Puncturing the water-proofing material on the balconies or patios is prohibited.

(b) It is the responsibility of the Residential Unit Owner to ensure that existing drainage patterns on patios are maintained and all drainage systems kept free of debris and free flowing. Changing the drainage pattern may cause damage to the Project's buildings and structures.

(c) Potted plants must have a tray placed underneath the pot sufficiently large enough to contain all drainage from such plants and must not be allowed to collect condensation or moisture between the receptacles and the floor of the Exclusive Use Balcony Area or Exclusive Use Patio Area.

(d) Potted plants shall not be placed in a position on any balcony or patio which will block any drains or obstruct drainage patterns.

(e) No hanging screens, plants, banners, wind chimes or other objects may be hung from a balcony or patio, except as permitted by the Board.

(f) No Owner shall use any balcony or patio for storage purposes, including, without limitation, the storage of bicycles or surfboards.

(g) One portable electric or propane barbeque may be stored in the balcony/patio or exclusive use area.

3. Alarms. Any alarm installed in a Residential Unit shall be the type of alarm which is monitored by a certified alarm company.

4. Windows. Except for tinting which is part of the original construction of the Condominium Building, window tinting is prohibited. The Association will provide window cleaning services for the exterior window surfaces that cannot be reached by Owners. Each Owner of a Residential Unit must cooperate with the Association to provide access for such window cleaning. The Association will provide reasonable advance notice to Owners of scheduled window cleaning dates.

5. Window Coverings. No window coverings or installations, including without limitation, any reflective materials such as mirrors, aluminum foil or similar items, drapes, blinds shades, screens or other items affecting the

exterior appearance of a Residential Unit shall be installed without the prior written approval required pursuant to the Design Review Guidelines. Temporary Window Covering may be installed for a period not to exceed 180 days from the Close of Escrow. Temporary Window Coverings are defined as plain white or neutral colored sheets.

6. Waterbeds and Aquariums. Water beds are strictly prohibited and aquariums that hold more than thirty (30) gallons of water are prohibited in any Condominium. Each Owner acknowledges that substantial damage to other Condominiums, Common Area and/or Association Property may occur as a result of a violation of these restrictions and that the Owner causing such damage is responsible for all damage.

7. Exterior Lighting. No additional lighting fixtures shall be installed to the exterior of any Residential Unit. The Board may adopt further restrictions regarding exterior lighting in the future.

8. Furniture Pads. Pianos shall have at least half-inch neoprene pads under the supports to minimize vibration transmission into the structure. All other furniture shall contain rubber castors and felt pads.

9. Vibrations and Noise. 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 or damage to the Owners of the other Residential Units or to the Association Property.

10. Appliances. Buyers may install only gas dryers in the Residential Units. No electric dryers shall be installed. Dryers should have a minimum of 125 CFM of force to ensure the system is able to exhaust properly.

11. Storage. Certain Residential Units have Assigned Storage Spaces located within the Project. Storage Spaces shall be used only for the storage of personal property. In no event shall the Storage Spaces be used for the storage of any Hazardous Materials or any other noxious, toxic, or odorous substances. Owners may not store items in such a manner so as to block fire sprinklers or other fire prevention devices located in the Assigned Storage Spaces. Owner is at their own risk for any items kept in these Assigned Storage Spaces. The Association is not responsible for any loss or damage to items placed in the Assigned Storage Spaces.

(a) Gas-powered machines, firearms, fuel tanks, explosives and/or flammable material are prohibited inside the storage spaces.

(b) Items of personal property may not be stored in the garage area unless in the Assigned Storage Space.

(c) Do not store items on top of the Assigned Storage Space. There must be a adequate clearance for the sprinkler heads. The Fire Department may cite items stacked where they interfere with sprinkler operations and they may be removed without notice.

(d) No devices may be connected to electrical outlets to operate inside of the Assigned Storage Spaces.

(e) The Association and/or the Property Management Company shall have the right to enter the Assigned Storage Space for the purpose of addressing an emergency.

(f) The Assigned Storage Spaces are not climate controlled and therefore, damage to items stored in these areas may result. Such damage may include harm caused by excessive heat, cold, moisture and lack of ventilation.

(g) Assigned Storage Spaces may be exchanged or leased to other Owners in the Project pursuant to the Declaration. Assigned Storage Space may not be sold. The lease cannot create the right to use storage space by a non-resident. You must submit proof of ownership and a Lease/Exchange of Assigned Parking or Storage Space to the Property Management Company prior to transferring your Assigned Storage Space to another resident. The Lease/Exchange of Assigned Parking or Storage Space form can be found in the "Forms" section of this Community Handbook. **If your Assigned Storage Space is located adjacent to your Assigned Parking Space, the storage space may not be leased to anyone other than the person using the Assigned Parking Space.**

ANIMALS

1. All owners must comply with City and County laws and regulations with regard to control and health of pets. All dogs and cats shall have a current license and identification tag. Loose, unattended dogs, cats or other animals without a license or identification tag may be reported to the local Animal Control for pickup.
2. Each Condominium may have a maximum of 2 domestic pets. Fish in aquariums holding no more than 30 gallons of water and birds inside birdcages may also be kept as household pets, so long as they do not result in unreasonable annoyance and are not obnoxious to other residents.
3. If the Board deems it necessary, it has the right to require that an Owner provide the Association with a certificate from a professional dog trainer certifying that the Owner's dog has attended obedience training classes.
4. Pets must be kept on a leash in any Common Area or Association Property at all times. Pets must be under the owner's control when outside living enclosures. Pet owners are responsible for any damage to person or property caused by their pets.
5. Fecal waste deposits made by pets on any Common Area or Association Property, including landscaped areas, must be promptly cleaned up by the owner of the pet. Waste must be put in a tightly sealed plastic bag before being disposed of. Any damage caused by a pet shall be repaired/replaced at the pet owner's expense. This includes, but is not limited to, grass, plants, carpet, stained stucco, claw marks, etc.
6. No animal shall be bathed, at any time, within any Common Area or Association Property.
7. Pets are not allowed in the fitness center, recreational area, storage spaces, or on landscaped areas at any time. Dogs shall not be tied to trees or any exterior building structure.
8. Pets must not be left outside unattended on balconies or patios. Pets must be kept within the Residential Unit when the Owner is away or cannot attend to them. Barking dogs on balconies, patios, or inside a Residential Unit will not be tolerated. Any pet which makes noise disturbing to a neighbor must be confined within its owner's Residential Unit in a place from which this noise cannot be overheard.
9. Each person bringing or keeping a pet on the Project shall be fully liable to other residents and their guests for any damage to persons or property caused by any pet brought upon or kept upon the property by such person or by members of his/her family or guests.
10. If, after notice and a hearing, the Board finds that a pet is dangerous or creates a nuisance, the Board may require the pet to be removed from the Community within seven (7) days.
11. Human assistance animals, e.g., seeing eye dogs, are exempt from rules that interfere with their duties. Notice of any exemption claimed by a resident should be sent in writing to the Board in a timely manner.

FIRE SAFETY DEVICES

1. Smoke Detectors. Each Owner must maintain the smoke detectors, alarms and horns installed in his or her Residential Unit. As part of this maintenance, you must replace all smoke detector batteries regularly.
2. Fire Sprinklers. Each Owner must take care not to harm, damage or unnecessarily activate the fire sprinklers installed in his or her Residential Unit. The fire sprinklers are heat activated and permitting high heat, steam or burning in the vicinity of a fire sprinkler may cause it to activate, potentially causing extensive damage to your Residential Unit, your personal property, Assigned Storage Spaces, the Common Area, the Association Property, and the residences adjacent to yours. Except for periodic dusting you should never touch or allow anything else to touch the fire sprinklers. In particular, you are prohibited from allowing any item to hang from the fire sprinklers, including, without limitation plants, laundry, posters or other objects. You are also prohibited from tying string, floss, wire or any other material on, around or across any portion of a fire sprinkler.
3. Fire Alarm System. Owners and their guests are prohibited from tampering with the fire alarm system which includes: smoke detectors, heat detectors, flow switches, and tamper switches, etc. Disconnecting the horn in any Residential Unit to the fire alarm system is against the law and will affect the operation of the horns in the other

Residential Units in the Project. If you notice anything irregular about the fire alarm system in the Project, you should notify the Property Management Company immediately.

GARAGE AND PARKING

1. Vehicle Parking Only. All parking spaces are to be used for parking vehicles only, and cannot be used for storage, recreational or business purposes. Owners can install an overhead storage structure within the parking space if such Owner obtains the prior consent of the Board pursuant to the Declaration and the Architectural Guidelines.
2. Vehicle Size. Your vehicle must fit completely within your space and not restrict your neighbor's ability to park in his or her space. Oversized vehicles such as limousines and extra large vehicles may not fit in your space and, therefore, it may be necessary to find parking outside the Project.
3. Opening Doors. Please take care when opening your car doors so you do not dent or chip the paint off your neighbor's car.
4. Speed and Lights. All drivers must maintain safe and proper speeds and observe a maximum speed of 10 miles per hour while driving in the Parking Garage. There may be blind spots present. It is recommended that your headlights be turned on while driving in the Parking Garage.
5. Noise. No excessive noise from vehicles or revving up of engines is permitted. Vehicles which are of sufficient volume when driven to set off car alarms in the garage may not be parked in the Parking Garage.
6. Oil Leaks. Excessive oil leaks and stains caused by a user's vehicle will be subject to fines and/or the cost of clean up and repairs. Please use and monitor the condition of oil catching and absorbing materials underneath your vehicle to prevent excessive staining. Preventative maintenance of your vehicle will help to alleviate this issue.
7. No Vehicle Maintenance. No working on vehicles is permitted anywhere in the parking or garage area. This includes, but is not limited to, washing, changing oil, light maintenance, etc.
8. Prohibited Vehicles. The following vehicles are "Prohibited Vehicles": (a) recreational vehicles (e.g., motorhomes, travel trailers, camper vans and boats) (b) commercial-type vehicles (e.g., stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks and limousines), (c) buses or vans designed to accommodate more than ten (10) people, (d) vehicles having more than two (2) axles, (e) trailers, (f) inoperable vehicles or parts of vehicles, (g) aircraft, (h) boats, (i) any vehicles or vehicular equipment deemed a nuisance by the Board, and (j) any other vehicles not classified as an Authorized Vehicle.
9. No bicycles, etc. No bicycling, skateboarding, roller skating, rollerblading or playing in any parking space or in the garage or parking area is allowed. Limited bike storage will be available within the Project. The Association assumes no responsibility for bicycles stored in the storage areas. The bike racks located within the bike storage room are on a first-come-first serve basis. If you cannot store your bike within the bike storage room you will have to store your bike within your Residential Unit. No bicycles can be stored within the Exclusive Use Balcony Areas or Exclusive Use Patio Areas.
10. Towing. Any vehicles parked in stalls assigned to other residents, on the garage apron (the concrete entry to the garage), or in any manner that obstructs free traffic flow, constitutes a nuisance or creates a safety hazard may be towed away at the vehicle owner's expense. The Owner of the space is responsible for towing enforcement from their Assigned Parking Space.
11. Car Alarms. Should a car alarm continue to go off, the Property Management Company or the Association may, at the Owner's expense, hire a locksmith and take whatever action necessary to stop the noise. Vehicle alarms that do not automatically shut off after an interval are not allowed.
12. Disabled Parking. Certain parking spaces in the Parking Garage will be designated for use by disabled persons ("Disabled Parking Spaces"). Such Disabled Parking Spaces will be assigned to residents that have been issued a Disabled Status placard from the California Department of Motor Vehicles on a first-come, first-served basis. Because Disabled Parking Spaces are limited, there is no guarantee that a Disabled Parking Space will be available to a disabled guest or tenant.

13. Guest Parking. Guests shall be permitted to park in the Residential Guest Paring Areas only. Parking in the Residential Garage is prohibited. Residents shall not use visitor parking spaces for their vehicles.
14. Rental of Parking Space. No Residential Parking Space may be severed from any Unit and may not be rented to or leased to a non-Owner except in connection with the lease of the Unit.
15. Car Washing. Car Washing is not permitted anywhere on the premises.

OFFENSIVE CONDUCT & NUISANCES

1. No Dumping. No person shall discharge into the Project's sewer system or storm drain any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety, welfare, violate any law, subject any Owner to liability under state and federal law for any clean-up or cause injury or damage to neighboring property or business elsewhere on the Project.
2. Audio Volumes. The volume of radio, stereo sets, television and musical instruments shall be held at a reasonable level at all times so other residents are not disturbed. After 10:00 p.m. the volume must be significantly reduced so as not to disturb other residents.
3. Odorous Matters. No odorous matters shall be emitted upon or about the Community in such quantity as to be readily detectable outside the physical boundaries of the space within which such odor was generated. Front doors to the Residential Units shall remain closed except for when accessing a Residential Unit in order to control possible odors from residents' cooking, smoking and other odors.

HOLIDAY DECORATIONS

1. Acceptable Timeframe. The acceptable timeframe for winter holiday decorations is from the day after Thanksgiving until January 5th.
2. Location. Holiday decorations must only be displayed from inside the Residential Unit and within such Owner's Exclusive Use Easement Area. No Owner may place holiday decorations in the Common Area or on Association Property structures or landscape. Owners may not damage or puncture the Building in the process of displaying decorations.
3. Wreaths. Only holiday wreaths on an over-the-door hanger may be displayed on the main entry door provided that it does not harm the finish.
4. Damage. Each Owner is liable to the Association for any damage to the Common Area or Association Property (including holes, tape marks, abrasions, etc.) caused by that Owner or his or her guests, tenants, invitees or any resident of his or her Residential Unit.
5. Lights. All holiday lighting must have a "UL" or comparable rating. Outdoor lights must be designed for outdoor use. Please ensure that lights do not disturb other Owners. Outdoor lights may not damage or puncture the Building.

RENTAL OF CONDOMINIUMS

Subject to the restrictions in the Declaration and any contractual agreement between an original Owner and the original developer of the Project, an Owner may rent his/her Residential Unit to a third party, but not for a term of less than thirty (30) days. The Owner shall be responsible for all actions of the lessee and subject to the following guidelines:

1. Property Management Company Notification. All Owners who rent their Residential Units shall submit names and contact numbers for their tenants to the Project Management Company prior to the time the tenant takes possession of the Residential Unit.
2. Written Lease or Rental Agreement. Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Governing Documents and shall provide that any failure to comply with any provision of the Declaration or the Governing Documents shall be a default under the terms of the lease agreement. A copy of any lease agreement shall be provided to the Association.
3. Compliance with Governing Documents. A copy of the Governing Documents and this Community Handbook shall be provided by the Owner to each tenant or lessee. The leasing Owner shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of the Declaration and Association Rules pursuant to the occupancy and use of the Residential Unit.
4. Association Amenities. Use privileges for amenities, Association Property and Common Area transfer to the lessee or tenant. An Owner shall have no personal use privileges upon leasing their Residential Unit.
5. No Hotel, etc. No Residential Unit may be rented for hotel, motel or transient purposes or for any other purpose inconsistent with the Declaration. Any rental or lease term that is for a term less than thirty (30) days will be deemed a rental or lease for "hotel, motel or transient purposes" and considered a violation of the Governing Documents.
6. Timesharing. No Residential Unit may be divided or conveyed on a time increment basis of measurable chronological time periods. There shall not be any agreement, plan, program or arrangement under which the right to use, or occupy or possess the Condominium rotates among various persons, either corporate partnership, individual or otherwise, on a periodically recurring basis for monetary or like-kind use privileges.
7. Assessments and Voting Rights. A lessee shall have no obligation to the Association to pay assessments imposed by the Association nor shall any lessee have any voting rights in the Association.

SIGNS

1. For each Residential Lot/Unit, one (1) nameplate or similar Owner name or address identification that complies with the Community Architectural Guidelines.
2. For each Residential Lot, one (1) sign advertising the Residential Lot/Unit for sale or rent may be erected provided it complies with the following requirements:
 - a. The sign is not larger than eighteen inches (18") by thirty inches (30") in size;
 - b. The top of the sign is not more than five feet (5') in height above the ground level; and
 - c. After the Residential Lot/Unit has closed escrow, the sign must be removed within fifteen (15) days.
3. Other signs or displays must be approved by the Community Board or Design Review Committee prior to installation.
4. One (1) sign is permitted advising of the existence of security services protecting a home, which also must comply with the above requirements in item #2, a through c.

SOUND ATTENUATION:

1. Residents shall not cause or permit noises to be made in their unit or in the common areas, which interfere with the peace and quiet of other residents.
2. Homeowners may not take any actions that may interfere with the structural noise mitigation improvements installed in the residents, including, but not limited to:
 - a. Puncturing, piercing or otherwise altering any walls shared with another residence.
 - b. Installing any sound system, stereo speakers or other entertainment system on any walls or ceiling of an attached residence
 - c. Installing any tile or other hard surface flooring on the upper levels of any attached residence without the prior written approval of the Architectural Committee or Board.
3. To minimize the noise transmission from a Residential Unit, each Owner shall adhere to the following:
 - a. On all party walls (walls shared with another residence), acoustical sealant shall be packed around the point of penetration of all pictures and other decorative items hung from the wall that require nailing or screwing.
 - b. Speakers for music reproduction and television shall be elevated from the floor by a proper acoustic platform
 - c. Pianos shall have at least ½ inch neoprene pads under the supports to minimize vibration transmission into the structure. All furniture shall contain rubber castors or felt pads.

TRASH DISPOSAL

Trash chutes are accessible for the disposal of garbage and trash for all Residential Units located within a Condominium Building. All refuse deposited into the trash chutes must be securely bagged and sealed, not to exceed 18 gallon size and must not obstruct the trash chute. Open containers such as paper sacks, boxes, unsecured plastic bags, and/or reusable garbage cans are also prohibited.

When depositing trash in the chute, please make certain that all hands and fingers are away from the door before closing. Do not put your head, arms, hands, etc in the chutes. Other residents above your floor may be depositing trash and an injury could result. In the event of damage to bags in the disposal process, Owners are responsible for cleaning up trash spilled in Common Area and disposing of it in the proper receptacles. Owners are responsible for damage caused by spills or leaks from trash Owners carry to the trash chutes and will be subject to fines and cost of cleaning.

Owners are responsible for damage caused by spills or leaks from trash Owners carry to the trash chutes or trash bins.

Oversized items should not be left outside the trash bin areas, but should be carried to the trash room by the Owner. Large items must be removed from the premises and disposed of by the Owner at such Owner's discretion.

Under no circumstances may explosives, fireworks, or highly flammable materials such as gasoline, kerosene, oil, oil-based paints, or solvents, be disposed of in the trash chutes or anywhere else in the Project.

CHRISTMAS TREE DISPOSAL

Christmas trees may not be placed in the trash chutes or left in the Parking Garage. The Property Management Company will coordinate with a trash disposal company on the proper disposal of such trees. Cost for the disposal of Christmas trees are the Owner/resident's responsibility. Please contact the Property Management Company for further information.

WATER DAMAGE

Residents leaving their Residential Units for extended periods must turn off the water supply to avoid damage that could be caused by leaks in their absence. There is no obligation for the Association or the Property Management Company to access the interior of a Residential Unit to remedy problems that occur during the absence of an resident.

Washing machines must be placed upon a pan to capture water in the event of a leak.

Residents must comply with the recommendations regarding mold in the Owner Maintenance Manual.

CONCERTO LOFTS MAINTENANCE CORPORATION DESIGN STANDARDS

Design Review Guidelines

INTRODUCTION TO THE ARCHITECTURAL GUIDELINES

These Design Review Guidelines are designed with the goal of maintaining the aesthetic beauty of the Concerto Lofts Community.

Prior to making any Improvements to your Condominium and/or any Exclusive Use Easement Area appurtenant to your Condominium such as your balcony or patio (collectively "Residential Unit"), you must first submit a complete Architectural Application to the Board or, if there is one, to the Architectural Committee. After receiving written approval from the Board, all approvals must then be submitted to the Master Association, PVPAL, to receive written approval prior to commencement of work. The PVPAL Design Review Committee has up to 45 days for the review of any application. After you comply with applicable city/governmental agencies, you may install your Improvements, or undertake your approved action. Please review these Design Review Guidelines prior to completing your application form to ensure your submittal is complete. In the event of a conflict between these Architectural Guidelines and the Declaration, the Declaration shall prevail.

As a member of the Association you are also subject to ALL PVPAL Declarations, Standards and Guidelines. You are required to submit all architectural requests to Concerto Lofts Maintenance Corporation and to PVPAL in order to be in compliance.

PURPOSE

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

As set forth in the Declaration, the Board has the power to review and approve all Improvements upon or around any Residential Unit.

The Board also has the power to delegate its review and approval rights under Article 6 of the Declaration to a Design Review Committee. If the Board appoints a Design Review Committee, all rights contained in these Design Review Guidelines shall apply to the Design Review Committee, and all references to the Board shall be deemed to refer to the Design Review Committee.

SUBMITTAL OF APPLICATION FOR ARCHITECTURAL APPROVAL

Submittal of Application: Prior to the commencement of any addition, alteration, construction work or other Improvements of any type on any Residential Unit, an Owner must first submit an application to the Board for approval of such work. Unless specifically exempted under these Architectural Guidelines, you should submit an application for approval of all Improvements in accordance with the procedures set forth below. The following is intended to describe some of the Improvements which require approval by the Board. Even though a proposed Improvement may not be listed below, you should submit an application for your proposed Improvement, unless the Declaration or Design Review Guidelines specifically exempts that particular Improvement from architectural review.

1. Residential Units. Board approval is required for the following proposed Improvements to Residential Units.

a **Interior Improvements:** All Interior Improvements to your Residential Unit (including modifications and alterations), require the approval of the Board. For the purpose of these Architectural Guidelines, the term "Interior Improvements" shall include, but not be limited to:

- Flooring (tile, marble, granite, wood, etc.)
- Window coverings including draperies, blinds, shades, shutters, etc.
- Plumbing
- Security system

- Permanent fixtures
 - Ceilings and columns
 - Any other Improvement which may impair or alter the structural integrity of the building or the Residential Unit.
- b **Electrical, Heat and Plumbing:** New installations or changes to any originally installed electrical, heating or plumbing of any kind require approval by the Board.
- c **Flooring:** Any flooring to be installed within the Residential Units requires approval by the Board.
- d **Window Coverings:** 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 Community.
- e **Interior Changes or Additions:** Any change or modification impacting the structural integrity of walls, ceilings, columns or transference of sound requires the approval of the Board.
- f **Umbrellas:** Placement of more than one umbrella on any patio or balcony requires the approval of the Board. So long as an resident is only placing one umbrella per balcony or patio and the umbrella is of a solid, neutral color which is harmonious with and does not conflict with the color scheme of the exterior wall surface of the Condominium or the Project, the approval by the Board is not required.
- g **Entry Door Hardware:** Owners shall not remove or replace any hardware on any entry doors without the prior approval of the Board. Owners may re-key, but changing the hardware changes the outside aesthetics of the Condominium Building.

Failure to Obtain Approval: Failure to obtain approval by the Board and by PVPAL may constitute a violation of the Declaration, and may require modification or removal of unauthorized work of Improvements at your expense. In addition, a building or other permit may be required by the County or City Building Department, or other governmental agencies prior to the commencement of any work. Neither the Board, nor the Association, assumes any responsibility for failure to obtain such permits. Also, obtaining such permits does not waive the obligation to obtain Board approval.

Declarant Approvals: In addition to the approvals by the Board, any Improvements within a Residential Unit, including its Exclusive Use Easement Areas, or the surrounding Common Area shall, require the prior written consent of the Declarant for until the date a certificate of occupancy is issued for the last Residential Unit in the Project, unless the 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.

ARCHITECTURAL REVIEW SUBMITTAL REQUIREMENTS

Send requests to:

Concerto Lofts Maintenance Corporation
Attention: Concerto Lofts Architectural Review
c/o Prime Association Services
635 Camino de los Mares, Suite 300
San Clemente, CA. 92673

ARCHITECTURAL REVIEW PROCESS AND PROCEDURES

Application for Approval: All applications for any Improvements requiring approval by the Board must be submitted in writing on the Home Improvement Form found in the "Forms" section of this Community Handbook ("Home Improvement Form"), together with the items described below ("Submittal Package"). A copy of the Home Improvement Form can also be obtained from the Property Management Company.

Delivery of Submittal Package: The Submittal Package and any re-submittals must be delivered in a manner where receipt for delivery can be obtained. This may include personal delivery, overnight courier or any method where the Property Management Company acknowledges receipt of the Submittal Package in writing.

Submittal Package: In order to expedite the approval process, the Submittal Package for any Improvements (other than patio furnishings and window coverings) must include three (3) sets of each of the following:

- Home Improvement Form
- Plans and specifications showing the location, nature, kind, shape, height and materials, including the color and any other requirements set forth herein ("Plans and Specifications"), clearly indicating all proposed modifications
- Description of materials and colors and material samples
- A proposed construction schedule (including proposed start and completion dates)
- Certificates of insurance (including contractors exclusions and proof of valid workers compensation insurance)
- Permits and licenses, if applicable
- \$50.00 Application Processing Fee made payable to the Concerto Lofts Maintenance Corporation

NO REVIEW WILL OCCUR unless all required plans, forms, fees and information for your proposed Improvement(s) are included in your Submittal Package.

The Submittal Package with the appropriate fees and deposits should be sent to the address set forth above.

Submittal Package Review Fees – Made Payable to Concerto Lofts Maintenance Corporation

1. **Application Processing Fee:** Each Owner must pay \$50.00 as an application processing fee ("Application Processing Fee"). The Application Processing Fee is payable to the Property Management Company.
2. **Outside Consultant Fee:** The Board may also require an Owner to pay any fees, costs or expenses associated with the review and approval of the Owner's Plans and Specifications by an Outside Consultant or any costs associated with the review of the Plans and Specifications by an architect on the Architectural Committee, if any.
3. **Additional Fees:** Additional fees may be imposed on Owners if determined necessary, based upon the complexity or scope of the Submittal Package and/or to retain consultants. If such fees are determined necessary, you will be notified by the Property Management Company and you will be required to submit the additional fee(s) within ten (10) days of the request.

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

If the Submittal Package is complete, the Property Management Company will forward the Submittal Package to the Board. The Property Management Company may determine and notify the Owner that, based upon the proposed Improvements or the complexity of the proposed Improvements, additional review fees will be required. The Submittal

Package will not be submitted to the Board unless the Submittal Package is completed and until such fees are paid. Failure to submit a complete Submittal Package and include the appropriate fees with the Submittal Package will constitute an incomplete application, and the application will be returned to the Owner for completion prior to review by the Board. The Submittal Package may be deemed complete by the Owner unless the Owner is informed otherwise by the Property Management Company, within ten (10) days after delivery to the Property Management Company.

The Board will review the Submittal Package and will provide written notification of approval, approval with conditions, or disapproval of the proposed modifications to the Property Management Company. The Property Management Company will then provide written notice of the actions taken by the Board within thirty (30) days from the receipt of the Submittal Package along with one (1) set of the Submittal Package, appropriately marked with the Board's action. If an Owner fails to receive notice of the action by the Board within such thirty (30) day period, then the Owner shall have the right to deliver a reminder notice to the Board and Property Management Company. If the Owner fails to receive a response within thirty (30) days after delivery of the Owner's reminder notice to the Board and the Property Management Company, the Submittal Package will be deemed approved provided that any Improvements conform to all conditions and restrictions contained in this Community Handbook and the Declaration and are in harmony with similar structures erected within the Project.

If an Owner's proposal is not approved, or returned as incomplete, a revised Submittal Package may be submitted. Provided the re-submittal is prompt, and does not constitute a substantially revised proposal, the Board will attempt to review the re-submitted application within the initial forty-five (45) day period. If the re-submittal is not prompt or includes substantially revised Plans and Specifications, an additional thirty (30) days may be required to complete the Board's review.

As a member of the Association, you are also subject to all PVPAL Declarations, Standards and Guidelines. You are required to submit all architectural requests to the PVPAL Design Review Committee in order to be in compliance. After receiving approval from the Coronado Maintenance Corporation, all approvals must then be submitted to the Master Association, PVPAL, to receive written approval prior to commencement of work. The PVPAL Design Review Committee has up to 45 days for the review of any applications. (PVPAL attempts to approve all applications within two (2) to four (4) weeks, as a general rule.)"

Improvement Plans:

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 Board to make an informed decision on your request.

Diligence in Construction:

Upon final approval by the Coronado Maintenance Corporation and PVPAL of the Submittal Package, the Owner shall promptly commence construction and diligently pursue completion of the construction in conformance with the construction schedule.

GENERAL CONDITIONS

Approval by the Board does not constitute waiver of any requirements required by any governmental agencies. Architectural approval of plans does not constitute acceptance of any technical or engineering specifications, and the Concerto Lofts Maintenance Corporation assumes no responsibility for such. The function of the Board is to review submittals for architectural design of Improvements, placement of Improvements, color schemes, exterior finishes and materials and similar features which are recommended for use in the Project. All technical and engineering matters are the responsibility of the Owner. In addition to the restrictions set forth in the Declaration and the Community Guidelines, each Owner shall also comply with the following restrictions and guidelines.

1. **Building Permits:** Building permits may be required for certain Improvements or changes. The applicant shall obtain Board approval of any Improvements requiring a building permit prior to requesting such permit from the City.
2. **Damage to Common Area and/or Association Property:** An Owner shall be responsible for any damage to the Common Area and/or Association Property. All applicable charges for restoration will be charged back to the Owner by the Coronado Maintenance Corporation and are due and payable within thirty (30) days from notification to the Owner.

3. **Effect of Approval:** Approval of plans is not authorization to proceed with improvements on any property other than the Residential Unit, including its Exclusive Use Easement Area, if applicable, owned by the applicant.
4. **Building Code Requirements:** It shall be the responsibility of the Owner to ensure that proposed modifications shall be consistent with applicable building code requirements. No improvements will be permitted that could impair the structural integrity or mechanical systems of the Project, or lessen the support of any portion of the Project.
5. **Access to Residential Unit.** To the extent permitted under California Civil Code Section 1360, each Owner may modify his or her Residential Unit and the route over the Association Property leading to the front door of his or her Residential Unit, at his or her sole expense, to facilitate access to his or her Residential Unit by persons who are blind, visually impaired, deaf or physically disabled, or to alter conditions which could be hazardous to such persons. Upon moving out of a Residential Unit, the Owner shall be obligated to remove any modifications and restore the area to its original condition. If an Owner fails to do so, the Association may do so on the Owner's behalf and the Owner shall be liable to reimburse the Association for all of its costs and expenses.

REQUIREMENTS FOR CONTRACTORS, SUBCONTRACTORS AND ANY OTHER WORK

Insurance and Contractors License: Each Owner shall ensure that all contractors, subcontractors, or any other person or entity who/which performs work on or within the Project, including the interior of any Residential Unit, shall provide proof of insurance, proof of valid workers compensation insurance, a California State Contractors License (if applicable) to the Board. **The Association shall be named as an additional insured on the Certificates of Insurance for the period of time the work is in progress.**

Registration of Work: All contractors, subcontractors, or any other persons, who perform work on or within the Project including the interior of any Residential Unit, shall provide prior notice to the Property Management Company and shall wear an identification badge, and must follow the map provided by the Property Management Company. A representative of the Property Management Company has the right to accompany the person or persons performing the work and take photographs of the condition of the Common Area or Association Property prior to the commencement of the work and after completion of the work.

Damage: Any damage caused by contractors or sub-contractors to any Common Area, Association Property or Residential Units is the Owner's responsibility. Any damage must be reported immediately to the Property Management Company. The Owner will be held liable for the actions of his/her contractors, subcontractors and/or workers and the Owner will be responsible for any costs of repair incurred by the Association.

Protecting Floor Areas: All floor areas are to be protected with carpet runners from the elevator to the Residential Unit. The protective coverings must be removed and the floor cleaned by 5:00 P.M. each day.

Trash and Debris: All trash and debris must be carried off-site on a daily basis. Neither the trash bins in the Parking Garage, nor the trash chutes, may be used for disposing of construction debris.

Electrical and Plumbing: All electrical and plumbing work must be performed by a contractor licensed in the State of California in accordance with authorized Plans and Specifications. All plumbing must be properly insulated for sound and must be isolated from walls, studs, joists, ceilings and flooring.

Utility Shutdowns: Any plan to temporarily disconnect for any reason a Residential Unit's utilities must occur on a date coordinated with the Property Management Company at least one (1) week prior to the proposed date for interruption of utility service. If any Property Management Company or Association staff is used, the Owner must pay all expenses (including overtime) when using the employee.

Working Hours: Working hours for any improvements are limited to Monday through Friday, 8:00 a.m. to 5:00 p.m., and Saturday from 9:00 a.m. to 5:00 p.m. No work is allowed on Sunday or on the following holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Yom Kippur and Christmas Day. Workers may access the Project thirty minutes before the applicable "Working Hours," but may not make any disruptive noise until "Working Hours" begin.

Parking of Vehicles: Contractors must park vehicles in accordance with the Community Guidelines and any other requirements established by the Association.

Conduct by Workers: Workers are not allowed to bring their pets within the Project and will be denied entry if they have a pet with them. Workers are 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 Area or Association Property. All workers must wear shoes, pants or shorts and shirts with sleeves in the building at all times. No workers may use the power from the hallway.

Selection of Contractors: The Owner may select any general contractor he/she chooses or act as the general contractor and hire sub-contractors. All contractors must be licensed in the State of California and must have Workers Compensation Insurance and General Liability in amounts deemed adequate by the Board.

Property Damage Insurance, Certificates of Insurance: Certificates of insurance must be presented to the office and no work will be allowed until the certificates are submitted.

Stopping Work: The Association has the right to stop any work that is in violation of these regulations, creates a fire or safety hazard, or interferes with activities in Common Area or Association Property.

Fire Safety Devices: No one shall remove any permanent smoke detectors, sprinklers, security speakers or fire safety devices anywhere in or about a Residential Unit, the Common Area or the Association Property. If spray paint, sanding, or any other work that could potentially set off the smoke detectors or fire sprinklers will be performed, it is permissible to cover smoke detectors and/or fire sprinklers with plastic (and no other material), but the plastic **must be removed at the end of the each day. A fine of \$500 will be charged for each smoke detector or fire sprinkler left covered overnight.** Arrangement with the Association needs to be made in order to cover and protect smoke detectors located in the Common Area corridors adjacent to the Residential Unit.

Fire exits and hallways may not be blocked at any time. A fine of \$100 will be charged for blocking fire exits.

Equipment: Contractors must use their own equipment. The use of Common Area electricity facilities, and Association tools and equipment is prohibited. Workers are also prohibited from using their equipment in the parking areas or garage or other Common Area. The Association is not responsible for the disappearance of any tools, equipment or materials left in the Common Area or Association Property.

Minimizing Dirt, Etc.: The front door of each Residential Unit must be kept closed during construction in order to contain dust, dirt, noise, paint fumes, etc.

Owner Responsibility: Each Owner is responsible for any violations by such Owner's contractor or subcontractors of the Architectural Guidelines, the Association Rules and the Declaration.

Smoking: Smoking is prohibited throughout the entire Community by any contractor or subcontractor performing work for any resident.

FAILURE TO COMPLY WITH REQUIRED PROCEDURES

If any architectural change is made without the approval by the Board or any violation of the Architectural Guidelines occurs, the Board may deliver written notice of violation to the Owner ("Violation Notice"). The Violation Notice shall specify a time period for removal of the non-conforming Improvement which the Board reasonably determines is necessary to remove the non-conforming Improvement. The Owner shall, upon receipt of the Violation Notice remove the non-conforming Improvement within the time period specified in the Violation Notice or make an appeal to the Board in writing (if an Architectural Committee is formed, violation notice appeals should still be made to the Board). If an Owner fails to file an appeal within thirty (30) days of the receipt of the Violation Notice, the Owner shall have waived any right to appeal.

Upon receipt of a written appeal, the Board shall, if there is a fine schedule adopted by the Board, stay the enforcement of the fine or imposition of any further fines until an appeal hearing has been concluded. Within thirty (30) days of a request for a hearing, the Board shall schedule an appeal at a time and date to be determined by the

Board. The appeal hearing shall be conducted in an informal manner and the Owner shall have the opportunity to present any information or evidence to have the fine excused or mitigated. The decision of the Board shall be final.

APPROVED WITH CONDITIONS

A copy of the executed request form and an approval report or a copy of the plans stamped and signed by the Board will be returned to the applicant. The plans will contain Board changes or stipulations that shall become a part of the plans and shall represent the terms and conditions of approval to be satisfied by the Applicant. All use restrictions contained in the Declaration shall be in full force and effect and shall control the construction activities of the Owner.

DISAPPROVAL BY THE ARCHITECTURAL COMMITTEE (APPEAL)

If the Architectural Committee is appointed and the Architectural Committee disapproves any application or approves any application with conditions, the party or parties making such application may appeal in writing to the Board. The Board must receive the written request for appeal not more than thirty (30) days following the disapproval decision of the Architectural Committee. Within thirty (30) days following receipt of the written request for appeal, the Board shall render its written decision. The failure of the Board to render a decision within the thirty (30) day period shall be deemed a decision against the appellant. The decision the Board on an appeal shall be binding and final.

INSPECTION AND CORRECTION OF WORK

Right of Inspection During Course of Construction: The Board or its duly authorized representative may enter into any Residential Unit during the course of construction or installation of any Improvements for the purpose of inspecting such construction and/or installation to determine whether it was performed in substantial compliance with the approved Plans and Specifications, the contractor's guidelines and applicable governmental regulations. If the Board determines that such construction and/or installation is not being done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner of such non-compliance. If the Board determines that such construction and/or installation is not being done in substantial compliance with the contractor's guidelines or applicable governmental rules and regulations, work may be stopped ("red-tagged") by the Board, the City of Los Angeles, AQMD or CalOSHA until the work complies with the applicable standards. Copies of inspection sign-off(s) by the City of Los Angeles shall be provided to the Property Management Company and/or the Board before work can re-commence.

The Board may not enter into a Residential Unit without obtaining the prior permission of the Owner or occupant of such Residential Unit; provided, however, that such permission shall not be unreasonably withheld and shall be given for entry by the Board or Architectural Committee during the daylight hours within forty-eight (48) hours of the request for entry.

Notice of Completion: Upon the completion of any construction or reconstruction or the alteration or refinishing of any Improvements, or upon the completion of any other work for which approved Plans and Specifications are required, the Owner shall give written notice of completion thereof to the Board.

Inspection: Within thirty (30) days thereafter the Board, or its duly authorized representative, shall have the right to enter into Residential Unit, as provided in Section 9.6.3 of the Declaration, to inspect such Improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved Plans and Specifications. If the Board finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner in writing of such non-compliance within such thirty (30) day period, specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance.

Non-Compliance: If, upon the expiration of thirty (30) days from the date of such notification, the Owner shall have failed to remedy such non-compliance, the Board after affording such Owner notice and hearing, shall determine whether there is a non-compliance, and if so, the nature thereof and the estimated cost of correcting or removing the

same. If non-compliance exists, the Board shall require the Owner to remedy or remove the same within a period of not more than thirty (30) days from the date of the Board ruling. If the Owner does not comply with the Board ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board, at its option, may either remove the non-complying Improvement or remedy the non-compliance and the Owner shall reimburse the Association for all costs and expenses incurred in connection therewith upon demand and release the Association from any claims arising from such work. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy an enforcement assessment against such Owner for reimbursement.

Review Oversight: Any architectural approval involving an oversight of the Declaration or architectural review policy does not constitute a waiver of that rule and therefore, must be corrected upon notice by the Board.

ARCHITECTURAL STANDARDS

The standards set forth below shall apply to the Improvements within the Project. These standards are in addition to the standards set forth in the Community Guidelines and the other Governing Documents.

DRAINAGE

There shall be no interference with the established drainage patterns over any Residential Unit, including any Exclusive Use Easement Area, Common Area or Association Property unless an adequate alternative provision is made for proper drainage and written approval is obtained from the Board. The installation of any tile or other flooring material on balconies or patios is strictly forbidden, as it will interfere with proper drainage.

Failure to make adequate provisions for proper drainage in the event it is necessary to change the established drainage over a Residential Unit could cause major problems and result in imminent danger to person(s) or property of other residences.

If an Owner alters the drainage, or if Owner installs Improvements in such a way as to alter the drainage, such Owner, not the Association, will be responsible for any resulting consequences in any way related to drainage. Owner is responsible for any damage caused by Owner's failure to properly provide for adequate drainage.

LIGHTING (EXTERIOR)

No exterior electrical, gas or other artificial exterior lighting shall be installed (including holiday lights), other than lighting initially installed by Declarant.

WINDOW COVERINGS AND TREATMENTS

GUIDELINES:

1. Each Owner shall, within one hundred eighty (180) days after the close of escrow for his or her Residential Unit, install window coverings on all windows. All window coverings must be of a neutral color harmonious with and not conflict with the color scheme of the exterior wall surface of the Residential Unit. Window coverings may consist of curtains, draperies, blinds, shades or shutters. Aluminum foils or other reflective materials, bed sheets, papers, and the like may not be applied to windows, at any time.

2. 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 of a neutral color are allowed and approved.
3. Each Owner is responsible for the care and maintenance of the window coverings. Drapes, curtains, shutters, blinds and other window materials must be kept in good condition. The Association can compel an Owner to replace shabby and torn materials exposed to the exterior.
4. No exterior screens are permitted unless (i) installed in connection with the original construction of the Project, or (ii) screens which are replacement of existing screens, or (iii) screens which an Owner places on French doors or entry doors, subject to Architectural approval.

STRUCTURAL LOAD CHANGES

The upper floors in Concerto Lofts are designed to support a forty (40) pound per square foot live load plus a twenty-five (25) pound per square foot dead load as outlined in the Uniform Building Code, Table 16A, Item 12. Any modifications to a Residential Unit that might increase such load of a Residential Unit's floor must be approved by a structural engineer and the Board. These items include, without limitation, changes in flooring (i.e., installation of ceramic tile, marble, granite, hard wood, etc.) and the placement of pool tables, pianos and aquariums.

STRUCTURAL ALTERATIONS

Except as permitted under the Declaration, no structural alterations to the interior of the Common Area surrounding any Residential Unit shall be made and no plumbing, electrical or other work which would result in the penetration of the unfinished surfaces of the ceilings, walls or floors shall be performed by any Owner without the prior written consent of the Board.

FLOORING

SUBMITTAL REQUIREMENTS:

No Owner shall install flooring (including without limitation tile or hardwood floors) or replace any flooring unless the prior approval of the Board has been obtained. Any installation of flooring permitted by the Board must include a sound control underlayment system. Installation of such sound control underlayment system shall include provisions for a perimeter insulation material which will ensure that impact noises are not transmitted into the Residential Units below the floor either directly through the floor or by going around the floor and through the surrounding walls.

GUIDELINES:

1. STC and impact insulation class will be approximately 57 for carpet and pad
2. STC and impact insulation class will be approximately 55 for wood or tile.
3. All floor areas within a Residential Unit shall be covered with materials designed to minimize noise transmission. The installation of carpet must also include the installation of padding if the Residential Unit is situated on any floor above any other Residential Units or any Common Areas.

SOUND ATTENUATION

In any multi-family dwelling, sound may be audible between units, particularly where the sound level of the source is sufficiently high and the background noise in an adjacent Residential Unit is very low. Each Resident shall endeavor to minimize any noise transmission from his or her Residential Unit, and shall adhere to any of the Community Guidelines which are designed to minimize noise transmission.

GUIDELINES:

1. No modifications shall be made to any Residential Unit which would result in a reduction in the minimum impact insulation class of the Residential Unit.
2. Speakers, of any kind, for electronic equipment, including without limitation, televisions, stereos, Ipods, and computer systems, may not be attached, installed or hung from any wall within the Condominium, regardless if such wall does not adjoin a neighboring Condominium. Plasma and/or flat screen televisions are also prohibited from being hung or attached from any wall or ceiling within the Condominium. All speakers and televisions, including plasma and/or flat screen televisions, must be elevated from the floor by a proper stand, table, or entertainment center to mitigate sound and vibration transmission thorough the floors and walls.
3. Floor supported musical instruments (pianos and organs) shall have at least ½ inch neoprene pads under the supports to minimize vibration transmission into the structure.
4. All furniture on hard surfaces shall contain rubber castors or felt pads.

MOVE-IN/MOVE-OUT PROCEDURES

For Original Owners ONLY

MOVING PERSONNEL AND MOVING INFORMATION

Prior to Your Move:

The following items are required to be filled out and faxed/mailed/emailed to the Association prior to your move. If the Association does not receive these forms, you will not be able to move in:

1. Signed Move-In/Move-Out Agreement (required for ALL homeowners)
2. Signed Moving Personnel Agreement (only if using a moving company)
3. Copy of insurance naming the parties noted on the "Memo to Moving Company Personnel" (only if using a moving company)

Association Moving Liability Deposit:

At the time you schedule your move, you must sign the Move-In Agreement stating you understand you, your tenant or resident are responsible for any damage whatsoever caused to the Common Area and/or Association Property in connection with your move-in.

Additionally, you accept total responsibility for the cost of any damage, repair, cleaning, losses or other liabilities. **AN NON-REFUNDABLE CHARGE OF FIVE HUNDRED DOLLARS (\$500) MAY BE LEVIED AND ADDED TO YOUR FIRST INSTALLMENT OF ASSESSMENTS FEES IF A MOVER, OWNER OR RESIDENT ATTEMPTS TO BEGIN A MOVE IN/OUT WITHOUT SENDING IN THE MOVE IN FORM.**

Times You May Move:

Moves may be scheduled only between the hours of 6:00 a.m. and 10:00 p.m. Monday through Sunday. Work resulting in noise to neighbors is not permitted before 8:00 a.m.

Move-in Boxes/Cartons

Discarded boxes or cartons must be broken down and placed in the recycle bin in the Trash Room in the Garage. No other moving debris is to be deposited in the trash or recycle room. Please do not place boxes in hallways or near the trash chute. Trash chutes are not be used for disposal of boxes of any kind.

At the end of the move, the hallways and elevator must be cleared of all debris.

Your moving company must carry all trash and debris off-site on a daily basis. The trash dumpsters inside the garage may not be used for disposing of debris. Please contact the Association for further details.

Any Owner who disregards this regulation by leaving packing materials and boxes in the hallways will be required to cover the cost of having a contractor remove this nuisance and fire hazard.

Your Moving Company

Please choose your moving company carefully! You, as the Owner or tenant, are fully responsible for any damage done to the Common Area or Association Property, including move-in elevators and landscaping within the Common Area and/or Association Property, during your move. Because of this liability it is important that the moving company carry its own insurance for such damage.

The moving company you select must supply the Homeowner's Association with a current Certificate of Liability and Workers Compensation insurance for a minimum of \$1,000,000.00 naming Concerto Lofts Maintenance Corporation, Warmington Homes, and Prime Association Services, as additional insured before the move may start. Please refer to the "Memo to Moving Personnel".

SUGGESTIONS FOR MOVING PREPARATION

MAKE A PLAN

You will save time and money if you plan the location of your furniture in your new home before the moving company delivers it.

BE SURE YOU KNOW:

- Your unit and address number
- The day, date and the block of time you are assigned for the Move-In/Out and have verified this with your moving company.
- The size of the designated moving elevator and hallways. **THE FINISH ON THE ELEVATOR AND HALLWAY WALLS IS EASILY DAMAGED AND EXPENSIVE TO REPAIR.** Measure your large items to be sure they fit through the standard door openings, elevator and tight corners in the halls

Please remember the intent of these guidelines is to assure the enjoyment of all and to minimize damage to Common Area and Association Property.

Thank you for your efforts and consideration.

CONCERTO LOFTS MAINTENANCE CORPORATION

MOVE-IN/MOVE-OUT PROCEDURES

For All Non-Original/First Time Owners

PRIOR TO YOUR MOVE

To insure proper scheduling and availability of the Move-In elevator designated for your move please contact the Property Management Company at your earliest opportunity to reserve a time(s) for your Move-In (not applicable to First time homebuyers from Declarant). At that time you should review any-questions that you might have regarding these Move-In procedures. You must also submit a Move-In/Move-Out Agreement, found in the Forms section of this Community Handbook to the Property Management Company before beginning your move.

ASSOCIATION MOVING LIABILITY DEPOSIT

At the time you schedule your move, you must sign the Move-In Agreement stating that you understand that you, your tenant or resident are responsible for any damage whatsoever caused to the common Area and/or Association Property in connection with your move-in. Additionally, you must place a **FULLY REFUNDABLE DEPOSIT OF \$500** in escrow at the time you scheduled Move-in Appointment to cover any damage caused by your move-in. This deposit is applicable to all and any type of damage, repair, cleaning, losses or other liabilities caused by your move-in. Additionally, you accept total responsibility for the cost of any damage, repair, cleaning, losses or other liabilities that may exceed the amount of the deposit. If damages exceed the deposit, you will submit a check for the excess within fourteen (14) days following your move-in. If no damage occurs or there is damage but the cost of the damage is less than the deposit, a check for the remainder or full deposit, as applicable, will be mailed to you within fourteen (14) days following your scheduled move-in date.

AN ADDITIONAL NON-REFUNDABLE CHARGE OF FIVE HUNDRED DOLLARS (\$500) WILL BE LEVIED AND ADDED TO YOUR FIRST INSTALLMENT OF ASSESSMENTS FEES IF A MOVER, OWNER OR RESIDENT ATTEMPTS TO BEGIN A MOVE IN/OUT WITHOUT SETTING A MOVE-IN APPOINTMENT OR AT A TIME OTHER THAN THE SCHEDULED MOVE-IN APPOINTMENT.

TIMES YOU MAY MOVE

Move-in/Move-outs will be conducted between 8 a.m. and 6 p.m. Mondays through Thursdays and 8 a.m. and 8 p.m. Fridays and Saturdays, except for the following Holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Yom Kippur and Christmas Day. Sundays are reserved as a time of quiet enjoyment for all residents and therefore no moving is allowed. The Property Management Company has designated a Move-in Coordinator. Please call the Move-in Coordinator to schedule moves and deliveries and to obtain an access key from the Property Management Company.

PARKING

If you are using a professional moving company, be sure to inform them that it will be necessary to park large moving trucks in the areas designated by the Property Management Company. **AS CERTAIN AREAS MUST BE KEPT FREE OF PARKED VEHICLES IT IS ESSENTIAL THAT THE ARRIVAL TIME AND SIZE OF MOVING VANS BE CONFIRMED WITH THE PROPERTY MANAGEMENT COMPANY.** If you have any questions or concerns about the size of the vehicle you intend to use, please discuss this matter with the Property Management Company PRIOR to the day of your Move-In.

INITIAL MOVE-IN

Your Moving Company

Please choose your moving company carefully! You, as the Owner or tenant, are fully responsible for any damage done to the Common Area or Association Property, including move-in elevators and landscaping within the Common

Area and/or Association Property, during your move. Because of this liability it is important that the moving company carry its own insurance for such damage.

Owners who wish to move in without using a professional moving company may do so provided you adhere to all the requirements of these move-in procedures provided in this Community Handbook.

The designated Move-In elevator can be reserved for your Movers for up to a four (4)-hour block of time. In order to allow the elevator to be held to one floor, the Mover must register with the Property Management Company, which will provide the Mover with access once the Property Management Company confirms move-in appointments.

THE MOVING COMPANY MUST PROVIDE PROTECTIVE COVERING FOR FLOORS, THRESHOLDS AND THE ELEVATOR CAB WALLS DURING THE MOVING PROCESS. IT IS THE MOVER'S RESPONSIBILITY TO INSURE THAT THESE ARE IN PLACE PRIOR TO BEGINNING THE MOVE. IN THE ABSENCE OF PROTECTIVE COVERINGS, ALL ITEMS MUST BE WRAPPED IN MOVING BLANKETS.

NO MOVES WILL BE PERMITTED IF THE PROTECTIVE COVERINGS ARE NOT FULLY IN PLACE.

THE OWNER IS RESPONSIBLE FOR ALL COSTS FOR REPAIRS NECESSITATED BY THE MOVE.

Please provide the moving company with a copy of the attached **Memo To Moving Company Personnel** so that they have a clear understanding of Chapman Commons' moving requirements.

SUGGESTIONS FOR MOVING PREPARATION

MAKE A PLAN

You will save time and money if you plan the location of your furniture in your new home before the moving company delivers it.

BE SURE YOU KNOW:

- Your Residential Unit number.
- The day, date and the block of time you are assigned for the Move-In/Out and have verified this with your moving company.
- The size of the designated moving elevator and hallways. **THE FINISH ON THE ELEVATOR AND HALLWAY WALLS IS EASILY DAMAGED AND EXPENSIVE TO REPAIR.** Measure your large items to be sure they fit through the standard door openings, elevator and tight corners in the halls.

AFTER MOVING IN

BOXES AND PACKING MATERIALS

At the end of the move, the hallways and elevator must be cleared of all debris.

Your moving company must carry all trash and debris off-site on a daily basis. The trash dumpsters inside the garage may not be used for disposing of debris. Please contact the Property Management Company for further details.

Any Owner who disregards this regulation by leaving packing materials and boxes in the hallways will be required to cover the cost of having a contractor remove this nuisance and fire hazard.

FUTURE MOVES/DELIVERIES

In the event that you find it necessary to move or have any items delivered that requires two (2) or more persons to transport, you must file the Move-In/Move-Out Agreement with the Association prior to such a move or delivery and schedule the delivery/move with the Property Management Company in advance. A walk-through before and after the move will be made with the individual or individuals making the move or delivery.

Please remember the intent of these guidelines is to assure the enjoyment of all and to minimize damage to Common Area and Association Property. Thank you for your efforts and consideration.

SUMMARY OF INTERNAL DISPUTE RESOLUTION PROCESS AND ALTERNATIVE DISPUTE RESOLUTION PROCEDURES

COMMUNITY ASSOCIATION'S INTERNAL DISPUTE RESOLUTION PROCESS.

In accordance with California Civil Code Section 1363.810, et seq., the Community Association has adopted the following internal dispute resolution process to be followed by the Community Association and Owners in connection with disputes relating to the enforcement of the Community Governing Documents, the Davis-Stirling Common Interest Development Act (California Civil Code Section 1350, et seq.) and Section 7110, et seq. of the Nonprofit Mutual Benefit Corporation Code (individually referenced to herein as "Dispute" and collectively as "Disputes"). Either party to a Dispute may invoke the following procedure:

The party may request the other party to meet and confer in an effort to resolve the Dispute. The request shall be in writing.

An Owner may refuse a request to meet and confer. The Community Association may not refuse a request to meet and confer.

The Community Board shall designate a member of the Community Board to meet and confer. The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the Dispute.

A resolution of the Dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Community Board's designee on behalf of the Community Association.

The agreement reached binds the parties and is judicially enforceable if both of the following conditions are satisfied: (a) The agreement is not in conflict with law or the Community Governing Documents of the common interest development or Community Association; and (b) The agreement is either consistent with the authority granted by the Community Board to its designee or the agreement is ratified by the Community Board. Please note that a member of the Community Association may not be charged a fee to participate in the process.

ALTERNATIVE DISPUTE RESOLUTION ("ADR").

Please be advised that California Civil Code Section 1369.510, et seq. requires that the Community Association and Owners endeavor to submit certain types of disputes to ADR prior to initiating a lawsuit. This notice merely provides a summary of the statute. If there is a Dispute that may require ADR pursuant to California Civil Code Section 1369.510, et seq., please review all of the provisions of the statute or seek your own independent legal counsel.

PARTIES BOUND BY THE STATUTE

The parties required to comply with the new statute are the Community Association (through the Community Board) and any Owners of record.

DISPUTES SUBJECT TO THE STATUTE (QUALIFYING DISPUTES)

California Civil Code Section 1369.520 provides that the Community Association or Owners may not file an enforcement action in the Superior Court unless the parties have endeavored to submit their dispute to ADR. An "enforcement action" is defined as a civil action or other proceeding for any of the following purposes:

Enforcement of the Davis-Stirling Common Interest Development Act (California Civil Code Section 1350, et seq.);

Enforcement of the California Nonprofit Mutual Benefit Corporation law, commencing with Corporations Code Section 7110 of Division 2 of Title 1; or enforcement of the Community Governing Documents.

Where, however, an Owner has a private dispute with another Owner or a tenant, or the Community Board has a dispute with a third party such as a landscaper, such a dispute is not within the confines of the statute.

DISPUTES SPECIFICALLY EXCLUDED FROM THE STATUTE

The ADR statute applies only to an enforcement action that is solely for declaratory, injunctive or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of \$5,000.00. The following types of disputes are specifically excluded from being required to resort to ADR:

A small claims action;

Assessment collection, except as provided for in California Civil Code Section 1366.3;

Claims for money damages in excess of \$5,000.00 in conjunction with a claim for declaratory, injunctive or writ relief;

Action for preliminary or temporary injunctive relief; and

The filing of a cross-complaint in response to a complaint already filed.

COMPLIANCE PROCEDURES

INITIATING PARTY. The party pursuing the dispute, prior to filing any lawsuit, must serve on the other party a "Request for Resolution" including the following information and language:

A brief description of the dispute;

A request that the matter be submitted to ADR;

A notice that the party receiving the Request for Resolution (the "Responding Party") is required to respond thereto within thirty (30) days of receipt or it will be deemed rejected; and

If the Responding Party is an Owner of a separate interest, a copy of California Civil Code Section 1369.510, et seq.

SERVICE. A Request for Resolution may be served by personal delivery, First-Class mail, express mail, facsimile transmission or other means reasonably calculated to provide the Responding Party actual notice of the Request for Resolution.

RESPONDING PARTY'S OBLIGATION. Upon receipt of a Request for Resolution, the Responding Party, whether the Community Association or an Owner, has thirty (30) days in which to either accept or reject the Request for Resolution. In the event no such response is received, the Request for Resolution is deemed "rejected."

TIME FOR COMPLETION OF ADR. Where the Request for Resolution is accepted, the parties must complete the ADR within ninety (90) days of receipt of the acceptance; however, the parties can stipulate in writing to extend this period.

COST OF ADR. The cost of ADR shall be borne equally by the parties.

TOLLING OF STATUTE OF LIMITATIONS. If a Request for Resolution is served before the end of the applicable statute of limitations, the time limitation is tolled for certain periods specified in California Civil Code Section 1369.550.

CERTIFICATE. If a lawsuit is eventually commenced, the party filing must file with the initial pleading a certificate stating that one or more of the following conditions is satisfied: (1) alternative dispute resolution has been completed in compliance with California Civil Code Section 1369.510, et seq.; (2) one of the parties to the dispute did not accept the terms offered for alternative dispute resolution; or (3) preliminary or injunctive relief is necessary.

CONSEQUENCES FOR FAILURE TO COMPLY WITH THE ADR LAW

The failure to file the aforementioned certificate with the court is grounds for a demurrer or motion to strike unless the court finds that dismissal of the action for failure to comply would result in substantial prejudice to one of the parties. Additionally, in awarding attorney's fees and costs, a court may consider whether a party's refusal to participate in ADR before commencement of the enforcement action was reasonable. As a result, it is important to seek independent counsel in the event that you, as an Owner, have further questions.

The Community Association shall annually provide its members with a summary of the provisions of California Civil Code Section 1369.510, et seq. that specifically references those sections. The summary shall include the following language:

Failure of a member of the Community Association to comply with the alternative dispute resolution requirements of Section 1369.520 of the Civil Code may result in the loss of your right to sue the Community Association or another member of the Community Association regarding enforcement of the governing documents or the applicable law.

The preceding summary has been provided in accordance with California Civil Code Section 1369.590.

NOTICE OF ALTERNATIVE DISPUTE RESOLUTION REQUIREMENTS

This summary is intended for the general information of the Community Association's members and specific reference is to be made to the actual language of the California Civil Code in any particular set of circumstances. The Community Association shall not be liable for reliance upon or interpretation of this summary by any party.

POLICY STATEMENT FOR OPEN FORUM AND BOARD MEETING CONDUCT

The Community Board welcomes resident attendance at the board meetings to observe business matters that take place involving the Community Association. In order to give you an opportunity to address the Community Board, and in accordance with California Civil Code Section 1363.05(i), the Community Board has set aside a period of time at each board meeting (called "Open Forum") for the Owners to address the Community Board.

THE PROCEDURE FOR OPEN FORUM IS SIMPLE

1. Raise your hand to be recognized by the President of the Community Board or fill out the "request to address the Community Board" form and wait for your name to be called.
2. State your concern in clear and simple terms, and please limit it to three (3) minutes.
3. If someone else has already stated the concern, but you have something new to be added to the concern already expressed, then please raise your hand to be recognized; however, the President may limit participation to once per Owner.
4. Please do not interrupt others while they are speaking.
5. Maintenance related items are to be directed to Prime Association Services by calling or writing (Open Forum is not the proper venue to report maintenance items).
6. Please realize that while the Open Forum is a time for you to express an opinion or concern to the Community Board, you may not receive an immediate response or decision. The Community Board will take your concerns into consideration, but may not necessarily act upon them at the meeting, unless the concern is vital to an agenda item decision.

UNDERSTANDING BOARD MEETING CONDUCT

1. The board meeting is a business meeting of the Community Board.
2. As Owners, you are members of the Community Association and you elected the Community Board members to take care of those interests.
3. Business matters come before the Community Board when a motion is made and seconded. Each motion has a discussion period before a vote is taken. This discussion is to take place only between Community Board members and with the property management company, if needed.
4. When a vote on a motion is taken, it is voted on by the Community Board members only.
5. If you would like an item to be considered by the Community Board to be on a future agenda for a decision, please submit your request or suggestion in writing at least 2 weeks before the next meeting. If you only want to verbally address the Community Board, without their making a decision at the meeting, your written input can be received up until the day before the board meeting. (Note: The Community Board may be unable to make decisions on items until they have done the proper research and had time to consider their findings.)
6. If you are unable to attend a board meeting, you are always welcome to send your concerns in writing to the Community Board via the property management company. Written requests can be sent via fax, mail or email. In order to ensure your concerns are appropriately conveyed, all concerns must be in writing and verbal requests will not be accepted.

CONCERTO LOFTS COMMUNITY ASSOCIATION
Policy and Procedures for Collection of Delinquent Assessments, Fees, Charges and Costs

POLICY: Effective January 1, 2009 and pursuant to provisions of Senate Bill 137, the Collection Policy for the collection of Delinquent Assessments, Fees, Charges and Costs is revised and restated as follows:

Assessments - Assessments subject to this Policy include the monthly regular assessments and any levied special assessments or lienable monetary penalties.

Collection Fees and Costs - The costs of collection of delinquent assessments, including late charges and other costs, and reasonable attorney fees and costs, are included as a charge against a member's assessment account and are included in the amount of any lien recorded against the property and any recovery actions by the Association.

Delinquency - The term "delinquency" shall include any delinquent unpaid regular or special assessments, late charges, interest, and costs of collection incurred.

Foreclosure - A legal process which results in the sale of the property to satisfy the payment of assessments, fees and costs owed on the account.

Partial Payments - If a partial payment is received which is less than the lienable unpaid balance owed on the member's account, including the collection charges, the Association may elect to accept the partial payment. If the partial payment is accepted, it shall not act as a waiver of the Association's right to require payment of all sums.

Payments - Payments received after a delinquent account is assigned to the Association's attorney for collection shall be forwarded by the Association directly to the attorney. If the partial payment is accepted, it shall be credited first to outstanding principal balances on the member's account pursuant to California Civil Code 1367.1 and the remaining unpaid balance shall be subject to this Policy.

Payment Plans - The homeowner may request a payment plan. This request must be made within fifteen (15) days from the postmark date of the prelien notice. The Board of Directors shall meet with/respond to the homeowner within forty-five (45) days from the postmark date of the homeowner request. Payment plans may be approved at the sole discretion of the board of directors based upon the circumstances of each delinquent account.

Personal Liability - All assessments, late charges, interest and costs of collection, including attorney fees, are the personal obligation of the Owner of the Property at the time of the assessment or other sums are levied according to Civil Code section 1367.1.

Returned Check Charges - The bank charge (currently \$25.00) shall be added to the account of any member whose check to the Association is returned dishonored by the member's bank.

Statements - Monthly statements are a courtesy to the members and not an invoice for payment. Monthly statements may not reflect any or all collection costs incurred on a delinquent account, including attorney or trustee fees and costs which have been charged to the account.

Waiver of Charges - If a member's account becomes delinquent and the Association is required to incur certain charges due to the member's delinquency, the Association's policy is to not waive the delinquent member's payment of these charges. Other Association Members should not have to pay for the collection charges incurred due to an individual member's delinquency.

PROCEDURE:

Due Date: Regular Monthly Assessments are due on the first (1st) day of each month. All other assessments are due on the date levied, and late charges, costs of collection, attorney fees and costs are due upon the date incurred.

Delinquencies:

15 Days Past Due:

The account becomes delinquent and a **late charge** equal to Ten Dollars (\$10.00) is charged to the delinquent homeowner's account. Any balance on the account will generate a late charge and interest, including fines.

30 Days Past Due:

Interest commences at the rate of twelve (12%) percent per annum on all regular and special assessments, late charges, and costs of collection (the "Delinquency") and will be charged to the homeowner's account and appear on their Statement.

Two Months Past Due:

A Prelien package and letter is sent to the homeowner(s) at the Association's mailing address of record by Certified Mail pursuant to California Civil Code 1367.1 informing them of their right to participate in dispute resolution under the association's "meet & confer" program and that the Association shall record a lien against the homeowner's property in the event full payment of lienable assessments is not received within **thirty (30) days**. The delinquent homeowner's account shall be charged \$125.00 for issuance of the Prelien letter plus \$25.00 per owner(s) exceeding two.

Three Months Past Due:

Upon Board approval, the Association shall proceed to have a **Notice of Delinquent Assessment Lien** prepared and recorded against the homeowner's property on behalf of the Association. The delinquent homeowner's account shall be charged \$399.00 for the fees and any other costs associated with the preparation and recording of the assessment lien. A copy of the Notice of Delinquent Assessment Lien shall be mailed to the delinquent owner by Certified and First Class Mail.

Preforeclosure:

Upon Board approval, the delinquent account will be assigned to the Association's attorney to prepare an Intent to Foreclose letter to be sent to the delinquent homeowner advising that the attorney shall initiate foreclosure upon the assessment lien unless full payment is received within fifteen (15) days. This letter shall also advise the delinquent homeowner of their right to participate in dispute resolution under the association's "meet and confer" program or by alternative dispute resolution.

Foreclosure:

If not paid at the expiration of the fifteen (15) day period, the attorney shall commence a judicial foreclosure of the assessment lien by recording a Notice of Default and serving it upon the delinquent homeowner with a copy of the board's decision to foreclose. The foreclosure shall be conducted pursuant to Civil Code 2924 for the foreclosure of deeds of trust. No foreclosure sale shall take place until delinquent assessments exceed \$1800.00 or the assessments are more than twelve months delinquent.

In lieu of proceeding with the foreclosure of the assessment lien, the Board may elect to proceed with a small claims court action or a judicial suit for collection of the delinquency at any time after a lien has been filed. This is an option and not a requirement.

Address for Overnight Delivery: The Association's address for overnight delivery shall be: Prime Association Services, 635 Camino de los Mares, Suite 300, San Clemente, CA. 92673.

CONCERTO LOFTS MAINTENANCE CORPORATION FORMS

MOVE-IN/MOVE-OUT AGREEMENT

MEMORANDUM FOR MOVING COMPANY AND MOVING PROCEDURES
ACKNOWLEDGMENT FORM

RULES AND VIOLATION REPORT FORM

HOME IMPROVEMENT FORM

NOTICE OF COMPLETION

Concerto Lofts Maintenance Corporation**MOVE-IN/MOVE-OUT AGREEMENT**

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

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

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

Name

Date

Signature

Unit No. _____

MEMO TO MOVING COMPANY PERSONNEL

TO: MOVING COMPANY PERSONNEL

FROM: Concerto Lofts Maintenance Corporation, Prime Association Services

DATE: _____

SUBJECT: MOVE-IN POLICIES OF Concerto Lofts

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

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

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

Please mail the certificate to:

Concerto Lofts Maintenance Corporation
c/o Prime Association Services
635 Camino de los Mares, Suite 300
San Clemente, CA 92673

The certificate may be faxed to (800) 706-7858

2. A representative of the Association will walk with the moving company supervisor from the point of entry to the building, to the elevator and to the Owners Unit. During this initial walkthrough, any existing damage will be noted on a checklist and signed by the moving company representative and the Association's Representative.
3. The elevator key will allow you to hold the elevator at point of entry and on your customers' floor in order to minimize the time necessary to accomplish the move. NO FURNITURE, BOXES, ETC., ARE TO BE LEFT IN THE COMMON AREAS OR ASSOCIATION PROPERTY.
4. CEILINGS MAY NOT BE REMOVED FROM THE ELEVATOR.
5. It is the responsibility of the Mover to check the actual dimensions of the elevator cabs prior to loading large items into the elevator to prevent damage to the elevator cab finish.

6. IT IS THE RESPONSIBILITY OF THE MOVING COMPANY TO INSURE THAT PROTECTIVE COVERINGS HAVE BEEN INSTALLED IN THE ELEVATOR PRIOR TO THE MOVE. IN THE ABSENCE OF PROTECTIVE COVERINGS ALL ITEMS MUST BE WRAPPED IN MOVING BLANKETS.

IT IS ALSO THE RESPONSIBILITY OF THE MOVER TO PROVIDE MASONITE SHEETS TO PROTECT THE FLOORING BETWEEN THE DRIVEWAY/PARKING GARAGE AND THE ELEVATOR AND BETWEEN THE ELEVATOR AND THE UNIT DURING THE MOVING PROCESS. NO MOVE CAN BEGIN UNTIL THESE PROTECTIVE COVERINGS ARE IN PLACE.

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

8. Moves are scheduled from 8:00 am to 6:00 pm, Monday through Friday ONLY. No moves are allowed on Saturdays Sundays nor on the following Holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Yom Kippur and Christmas Day.

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

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

Concerto Lofts Maintenance Corporation
MOVING PROCEDURES ACKNOWLEDGMENT FORM
(MOVING COMPANY)

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

This form is to be signed by the Supervisor assigned to the move by the Moving Company and returned to the Property Management Company prior to any move-ins.

Signature of Moving Company Supervisor

Date

Moving Company Name

Residential Unit Owner Name

Unit # _____

RULES AND VIOLATION REPORT

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

REPORT FILED BY:

Name: _____

Name: _____

Address: _____

Address: _____

Unit #: _____

Unit #: _____

Phone: _____ Date: _____

Phone: _____ Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Address: _____

Address: _____

Unit #: _____

Unit #: _____

Phone: _____ Date: _____

Phone: _____ Date: _____

Signature: _____

Signature: _____

VIOLATION INFORMATION:

Name: _____
(Alleged violator's name)

Address/Unit #: _____

Description of alleged violation: _____

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

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

How often does the alleged violation occur? _____

HOME IMPROVEMENT FORM

Please submit completed forms to the Property Management Company.

Project: Concerto Lofts

Unit No. _____

Name: _____

Owner's Signature: _____

Phone: _____

Address: _____

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

- ☐ Home Improvement Form
- ☐ Plans and specifications showing the location, nature, kind, shape, height and materials, including the color and any other requirements set forth herein ("Plans and Specifications"), clearly indicating all proposed modifications
- ☐ Description of materials and colors and material samples
- ☐ A proposed construction schedule (including proposed start and completion dates)
- ☐ Certificates of insurance (including contractors exclusions and proof of valid workers compensation insurance)
- ☐ Permits and licenses, if applicable
- ☐ \$50 Application Processing Fee

Start ____/____/____/

Finish ____/____/____/

Floorplan: _____

| Architectural IMPROVEMENT(S) |
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I/we understand that the proposed improvements may require a permit from the City/County Building Department or other government agencies and I/we will obtain all required permits before commencing any work. I/we agree I/we will do no work that will change the existing drainage patterns. I/we are aware that any changes in the existing drainage pattern may result in substantial damage to adjacent properties, for which I/we will be held responsible.

I/we assume the responsibility for any work, including conformity of completed improvements to the plans and specifications as approved by the Board or, if appointed, the Architectural Committee and the satisfaction of any time limitations for their completion as may be specified in conjunction with such approval under the above proposed modifications/improvements. Further, I/we assume full responsibility for any work and that I/we or my contractor accomplishes which may, in the future, adversely affect adjacent properties and/or common area. I/we will assume responsibility for all future maintenance of this modification, addition, improvement and/or landscaping.

Signature: _____ Date: _____

Signature: _____ Date: _____

Do not write below this line (For Board/Architectural Committee use only)

The Board/Architectural Committee has determined that the submittal on the previous page is:

_____ Approved _____ Approved with Conditions _____ Disapproved

| | |
|--|--|
| | See notes on plans. |
| | Resubmit with more details for _____ |
| | Maintain existing drainage pattern or provide alternative drainage method. |
| | Submit originally reviewed plans with revised drawings. |
| | Other Comments: |
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Further Conditions:

Coronado Maintenance Corporation

Board/Architectural Committee:

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

The PVPAL Design Review Committee has determined that the submittal on the previous page is:

_____ Approved

_____ Approved with Conditions

_____ Disapproved

| | |
|--|--|
| | See notes on plans. |
| | Resubmit with more details for _____ |
| | Maintain existing drainage pattern or provide alternative drainage method. |
| | Submit originally reviewed plans with revised drawings. |
| | Other Comments: |
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Further Conditions:

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PVPAL Design Review Committee:

Signature: _____

Date: _____

NOTICE OF COMPLETION

Notice is hereby given that: _____, the undersigned is the Owner(s) of the property located at:

Address: _____

Unit #: _____

The work of improvement described as _____

was COMPLETED on the _____ day of _____, 20____ in accordance with the Board's/Architectural Committee's written approval of the above Owner's plans and submitted package.

Signature of Owner: _____

Signature of Owner: _____

Date: _____

**THIS SECTION FOR BOARD/ARCHITECTURAL COMMITTEE
USE ONLY:**

Date Received: _____

Date Inspection Performed: _____

☐ Work completed in accordance with approved plans;

File closed date: _____

☐ Work not in compliance with approved plans;

See comments and/or corrections as noted below:

PLEASE PLACE
REQUIRED PHOTO
HERE

Board/Architectural Committee

Date

CONCERTO LOFTS MAINTENANCE CORPORATION

MISCELLANEOUS INFORMATION

FIRE AND EARTHQUAKE PREPAREDNESS GUIDE

The biggest threats to people's safety immediately after a significant earthquake are fires and explosions caused by escaping natural gas and downed power lines. Also, people living in residences where household members are fire safety-minded and who have a fire survival plan are much more likely to be earthquake prepared, as well.

Have a household escape plan showing two emergency exits from every bedroom (usually a door and a window) and a family meeting place outside well away from the structure. This escape plan would also be useful in case of a gas leak inside your home with or without a fire.

Practice your home escape plan twice a year with home fire drills. They could be combined with earthquake drills, as well, in which household members would identify potentially hazardous areas of the home and practice duck-and-cover techniques in the designated "safe" areas.

Have a working smoke alarm installed on the ceiling of the hallway outside bedrooms; and, be sure to test it monthly. (Note: if you have an electric smoke alarm, please consider purchasing a battery-powered back-up detector, as well.)

Have multipurpose (A:B:C-rated) fire extinguishers on hand in your kitchen, garage, and vehicle. When a major earthquake occurs, water and sewer lines will often be broken. Unless you have multipurpose fire extinguishers handy, you will be unable to put out the most common type of fires -- ordinary combustibles (type "A" fires), which include wood, paper, plastics, cardboard, rubber, dry vegetation, fabrics, etc.

Use only battery-powered flashlights and lanterns for emergency lighting. Candles, as open flames, are too dangerous to use safely, and, could even cause an explosion if there's a gas leak!

There are several safety precautions that gas and electric customers can take to be better prepared.

BE INFORMED

- ☐ Be familiar with the location and operation of each main utility service of your building
 - ☐ Main gas meter shut-off valve (place a wrench nearby)
 - ☐ Main water valve
 - ☐ Electrical panel in your Residential Unit
 - ☐ Main electrical panel at exterior closet
- ☐ Phone book also has information on earthquake preparedness, basic first aid and CPR
- ☐ Conduct a hazard hunt in your home to identify the safe areas away from glass and falling objects and to secure items that might fall when shaken
- ☐ Develop a family emergency plan/practice which includes: how to duck, cover, and hold; an evacuation plan; a place to reunite
- ☐ Designate a contact person 300 miles away or more. Provide that person with a list of people to call and notify for you outside of disaster area.
- ☐ Place an emergency phone list near the phone
- ☐ Learn first-aid and CPR
- ☐ Make sure every member of the family over age 10 knows how to shut-off gas, water and electricity
- ☐ Move heavy items to lower shelves
- ☐ Remove or isolate flammable materials
- ☐ Install latch locking devices on cabinet doors
- ☐ Inform family that if you are in the kitchen, during an earthquake, you should turn off cooking appliances at the first sign of shaking as long as it is safe to do so

BE PREPARED - it may be a good idea to store some of these items in your vehicle

- ☐ Purchase an earthquake kit
- ☐ Flash light, spare bulb, extra batteries
- ☐ Portable radio, extra batteries
- ☐ First-aid kit
- ☐ Candles and matches (make sure there are no gas leaks)
- ☐ Basic tool kit
- ☐ Fire extinguisher, rating type A.B.C.
- ☐ Non perishable food (suggested 2 weeks per person)

- ☐ Can opener (non-electric)
- ☐ Water (1-2 gallons per person per day)
- ☐ Crowbar (for use in forcing open jammed doors)
- ☐ Essential medication
- ☐ Eyeglasses (spare)
- ☐ Whistle
- ☐ Watch/clock (battery powered)
- ☐ Cash (ATM machines and banks may be out of service)

AFTER EARTHQUAKE CHECKLIST

- ☐ Yourself
- ☐ Family, neighbors (trapped or injured)
- ☐ Gas leaks (do not shut off your gas unless you smell gas)
- ☐ Check gas and electric lines and appliances for damage; however, do not use electrical switches or candles to check for damage
- ☐ If you smell gas, open the windows and doors. Leave the residence, and shut off the gas at the valve. Call the Gas Company to report gas leak
- ☐ Fire place
- ☐ Gas water heater
- ☐ Stove area
- ☐ Electrical (visually check for electrical sparks or broken wires which pose a hazard.)
- ☐ Water (check for broken water and sewer lines. Don't drink water unless it's safe)
- ☐ Broken glass and any other hazards
- ☐ Phone (check for a dial tone; do not use unless an emergency)

GENERAL SAFETY

- ☐ Check for injuries and render necessary first aid
- ☐ Check for hazards in and around your home
- ☐ Evacuate, if necessary
- ☐ Gather stored supplies
- ☐ Develop a 24-hour survival plan
- ☐ Turn on battery-powered radio for information
- ☐ Review and adjust your survival plan as necessary
- ☐ Do not turn the electricity or gas back on until SDG&E or a qualified contractor has checked the house for safety
- ☐ If there is damage to the home's electrical wiring, switch off electrical power at circuit box
- ☐ Do not touch downed or damaged power lines, even if there appears to be no power.

FIRE EMERGENCY PROCEDURES

Upon taking occupancy, all Owners and Residents should set aside time to walk around and familiarize themselves with their Residential Unit, the building and the Association's grounds as you would a house. This will enable you to become a more informed Owner or Resident with the emergency equipment, and water and electrical devices. Be certain to test your smoke detector at least monthly to make certain it is in proper working order.

Upon hearing the smoke detector DO NOT PANIC. Keep Calm. Go to the nearest closed door and feel the door with your hands to see if it is hot.

DO NOT OPEN THE DOOR UNTIL YOU FEEL IT WITH YOUR HANDS FIRST TO DETERMINE WHETHER IT IS HOT!

If the door is *NOT* HOT, brace body against the door and open it a crack. Be prepared to slam it shut if heat or smoke rushes in. If it is clear, open the door slowly all the way and leave the fire area quickly.

Close all doors that you pass through on your escape route and proceed directly to the nearest fire exit.

If you must use an escape route where there is smoke, stay as low as possible. Crawling lets you breathe cleaner air near the floor as you move toward an exit.

If the door is HOT or you see smoke seeping into your home, DO NOT OPEN THE DOOR.

Seal off the cracks around the door to keep the smoke out.

If necessary, dampen a cloth to breathe through to filter out smoke and gases.

If possible, immediately call 911 and tell them exactly where you are - even if you can see fire trucks on the street below.

Try to get to a window in the room you are in or to the balcony, closing the sliding door behind you. Then go to the railing and yell "FIRE" to alert other Residents and incoming firefighters.

Wave something light colored to attract their attention.

THINK BEFORE YOU ACT! Don't jump. Don't panic. Keep calm.