

SMART CORNER RESIDENTIAL HANDBOOK

TABLE OF CONTENTS**Page**

INTRODUCTION	1
DEFINITIONS	1
THE ASSOCIATION	2
COOPERATION	2
MAINTENANCE AND INSPECTION OBLIGATIONS	2
SEVERABILITY	3
 RULES AND REGULATIONS	 5
INTRODUCTION	5
ACTIVITIES WITHIN THE COMMON AREAS	5
ACCESS PROCEDURES	6
INSURANCE	7
OFFENSIVE CONDUCT & NUISANCES	8
RESIDENTIAL CONDOMINIUMS	9
RESIDENTIAL FACILITIES/AMENITIES	11
JOINT USE AREAS	11
ELEVATOR USE	12
GARAGE AND PARKING GUIDELINES	12
SPA AND SPA AREA	14
ROOF DECK	15
FITNESS ROOM	16
ANIMALS	17
FIRE SAFETY DEVICES	18
HOLIDAY DECORATIONS	19
LARGE EVENTS OR GATHERINGS IN RESIDENTIAL CONDOMINIUMS	19
RENTAL OF RESIDENTIAL CONDOMINIUMS	20
RESALE/RENTAL AND REAL ESTATE PROFESSIONALS	21
SIGNS	21
TRASH DISPOSAL	21
RECYCLING	22
ENFORCEMENT OF GOVERNING DOCUMENTS	23
FINE SCHEDULE	24
FEE SCHEDULE	24
 ELECTION PROCEDURES	 26
I. EQUAL ACCESS	26
II. QUALIFICATIONS AND PROCEDURES FOR NOMINATION OF CANDIDATES	26
III. SECRET BALLOT	27
IV. SELECTION OF INSPECTORS	27
V. VOTING	28
VI. ELIGIBILITY AND VESTING OF VOTING RIGHTS	28
VII. PROXIES	29
VIII. VOTING PROCEDURE AND CUSTODY	29
IX. CONTESTING THE RESULTS OF AN ELECTION	29
X. RESTRICTION ON USE OF ASSOCIATION FUNDS	29
XI. RIGHT OF ENFORCEMENT	30
 ARCHITECTURAL GUIDELINES	 32
INTRODUCTION TO THE ARCHITECTURAL GUIDELINES	32
PURPOSE	32
SUBMITTAL OF APPLICATION FOR ARCHITECTURAL APPROVAL	32
ARCHITECTURAL REVIEW SUBMITTAL REQUIREMENTS	33
ARCHITECTURAL REVIEW PROCESS AND PROCEDURES	33
GENERAL CONDITIONS	35
REQUIREMENTS FOR CONTRACTORS, SUBCONTRACTORS AND ANY OTHER WORK	37
NONCOMPLIANCE PROCEDURES	38
DISAPPROVAL BY THE ARCHITECTURAL COMMITTEE (APPEAL)	38

INSPECTION AND CORRECTION OF WORK	38
ARCHITECTURAL STANDARDS	40
DRAINAGE	40
LIGHTING (EXTERIOR)	40
WATER SOFTENER SYSTEMS	40
WINDOW COVERINGS AND TREATMENTS	40
PATIO FURNITURE	40
STRUCTURAL LOAD CHANGES	41
FLOORING	41
ADDITIONAL SUBMITTAL REQUIREMENTS FOR HARD SURFACE FLOORING	41
SOUND ATTENUATION.....	41
SIGNAGE GUIDELINES—RESIDENTIAL UNITS	42
 MOVE-IN/MOVE-OUT PROCEDURES	 44
PRIOR TO YOUR MOVE.....	44
MOVING FEE AND SCHEDULING	44
TIMES YOU MAY MOVE	44
PARKING.....	44
INITIAL MOVE-IN	45
SUGGESTIONS FOR MOVING PREPARATION	45
AFTER MOVING IN	46
SMART CORNER NOTICE OF COMPLETION OF APPROVED IMPROVEMENTS	54
SMART CORNER CONDOMINIUM RENTAL FORM.....	55
SMART CORNER VIOLATION REPORT	56
SMART CORNER SALE/LEASE/EXCHANGE	57
OF PARKING OR STORAGE SPACE	57
SMART CORNER PACKAGE PICK UP POLICY	59
SMART CORNER FEE SCHEDULE	60
EARTHQUAKE PREPAREDNESS GUIDE	61
FIRE AND CRISIS EMERGENCY PROCEDURES	63

INTRODUCTION

Welcome to Smart Corner!

Smart Corner (or as sometimes referred to herein, the "Project") is a mixed-use condominium community containing Residential and Commercial Condominiums and a variety of amenities for all Owners, occupants, tenants and guests living, working and visiting the Project. Because living in an attached, mixed-use project is a unique experience that relies on the mutual cooperation of all to be successful, the Smart Corner Owners Association ("Association") created this Residential Handbook for all Owners, occupants and tenants of the Residential Condominiums (collectively, "Residents") to help foster an environment that can be enjoyed by all Residents and the occupants of the Commercial Condominiums (collectively, "Commercial Occupants") of Smart Corner.

This Residential Handbook details basic guidelines that, if observed, ensure all neighbors treat each other with respect and consideration and ensure that the structures and amenities of Smart Corner remain in good condition. 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, you'll find fire emergency procedures, an earthquake preparedness guide and mold prevention in the back of the booklet. Please carefully read the guides to learn about safety and prevention in the event of an emergency and 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 Residential Handbook are always subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Smart Corner ("Declaration") and the Association's Articles of Incorporation and Bylaws. These documents, together with this Residential Handbook (referred to collectively as the "Governing Documents") establish and govern the Association and the Project. The Board of Directors for the Association ("Board") has the power to revise the rules and guidelines set forth in this Residential Handbook from time to time. The Project is also subject to the Parking Easement Agreement and the Trolley Easement Agreement, which set forth additional rights and restrictions for the Project. If you would like to contribute suggestions for this Residential Handbook, please submit them to the Property Management Company hired by the Association ("General Manager") for consideration by the Board.

Due to the distinct differences in use of the Commercial Condominiums, Commercial Occupants are provided a separate "Commercial Handbook" with rules and regulations that are applicable for the use of the Commercial Condominiums. Thus, the rules and regulations of the Commercial Handbook differ from those provided in this Residential Handbook and may be amended by the Board in the same manner as described above.

All Owners, occupants and tenants must read this Residential Handbook carefully, so that each person living at Smart Corner fully understands and follows the rules and guidelines set forth below. If you have questions, please contact the On-Site Coordinator:

**SMART CORNER OWNERS ASSOCIATION
C/O FirstService Residential
5473 Kearny Villa Rd. Suite 200
San Diego, CA 92123**

If you want to make certain modifications to the interior or exterior of your Condominium, including Exclusive Use Balcony Area, a request must be submitted to the General Manager in writing for approval by the Architectural Committee, if there is one, otherwise by the Board of Directors. The procedures and guidelines for such modifications are located in the Architectural Guidelines section of this Residential Handbook.

DEFINITIONS

As you read through this Residential 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.

THE ASSOCIATION

The purpose of the Association is to operate, manage and maintain Smart Corner for the benefit of all Residents and Commercial Occupants. Cooperation from all persons visiting, working and living at Smart Corner are the keys to its success. Accordingly, all Residents are encouraged to report any issues related to the Common Area or the Association Property they may notice during their daily activities at the Project to the General Manager as soon as reasonably possible.

The Board governs the Association, and meets regularly to make decisions pertaining to those matters for which the Association is responsible. When you become an Owner of a Condominium at Smart Corner, you automatically become a member ("Member") of the Association. All Members will be notified of the date, time and location of all meetings of the Members and the Board. Although, all Owners, occupants and tenants alike are subject to the rules and guidelines provided in this Residential Handbook, only ownership of a Condominium qualifies a person as a Member and therefore, tenants and other occupants have no right to effect any changes to this Residential Handbook or any other Governing Document.

Any Owner interested in becoming involved in the Association should contact the General Manager. If you believe that a rule or restriction is unreasonable, you may try to change it by serving on the Board, participating in a committee, etc. The Association welcomes and encourages communication from its Members. Please feel free to call or write to the General Manager, the Association's liaison, to discuss any questions or issues and the General Manager will bring your questions or issues to the Board.

COOPERATION

As a mixed use attached living community, Smart Corner is a unique living and working 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 Residential Handbook and the other 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.

The Association welcomes communication from its Members. Please feel free to call or write to the General Manager, the Association's liaison, to discuss any questions or issues and the General Manager will bring your questions or issues to the Board.

MAINTENANCE AND INSPECTION OBLIGATIONS

Owners 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 Condominiums.

Because living at Smart Corner is very different than living in a traditional single-family home environment where homes are detached and are not easily affected by the actions (or inactions) of its neighbors, each Condominium at Smart Corner must be maintained in a good-working condition to prevent causing maintenance issues other Condominiums and/or other portions of the Project. As such, each Owner at Smart Corner remains accountable and responsible for the maintenance obligations relating to its Condominium at all times, even if the Condominium is leased. Additionally, since tenants are not Members, the Association will have no obligation to address any issues with a tenant prior to addressing or charging (by an Enforcement Assessment) a leasing Owner for its tenant's failure to comply with all the maintenance obligations for the Condominium. Such leasing Owner will be held liable to the Association, other Residents or Commercial Occupants, as applicable, for any and all damage and/or loss caused to another Condominium or any other portion of the Project if its tenant fails to perform the maintenance obligations set forth in the Owners Maintenance Manual and/or the Governing Documents. Therefore, it is extremely important each Owner who leases its Condominium ensures its tenant(s) fully comply with all the maintenance requirements for its Condominium at Smart Corner during the entire term of a lease agreement.

Like all Owners at Smart Corner, 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 help prolong the life of the materials and construction of the Common Area and Association Property.

SEVERABILITY

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

SMART CORNER

RESIDENTIAL GUIDELINES

RULES AND REGULATIONS*

INTRODUCTION

The Rules and Regulations established for Smart Corner are intended to foster an environment of neighborliness, consideration and cooperation. These Rules and Regulations constitute Association Rules contemplated by the Declaration. All owners, residents and their guests are required to follow these Rules and Regulations as a means of acting on behalf of the greater good of the Project and its well-being. The Board has adopted these Rules and Regulations, in addition to the provisions of the Declaration and the Bylaws.

Owners must always remember they are responsible for the actions and conduct of their occupants and therefore, should provide each tenant with a copy of this Residential Handbook, along with a copy of the Declaration, to ensure their tenants are aware of and will comply with all the applicable Rules and Regulations that govern the Project.

For clarification of any of the provisions set forth in this Residential Handbook, please contact the General Manager.

ACTIVITIES WITHIN THE COMMON AREAS

It cannot be stressed enough that all Residents must be thoughtful and considerate of their neighbors. General rules of good conduct should be observed at all times. The following are general guidelines you, your tenants and guests must observe at Smart Corner.

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 10:00 P.M., THE VOLUMES OF ALL DEVICES SHOULD BE SIGNIFICANTLY REDUCED TO KEEP FROM DISTURBING OTHER RESIDENTS.**

2. Damage Caused by Resident. Please take due care when using the Common Area and Association Property. Owners will be responsible for and bear all costs of repairs and/or replacement for any damage to the structural components of the Building, recreational facilities, equipment, or any other Association Property or Common Area, if it is determined that the damage was caused by the Owner, its guests, employees, contractors, invitees, tenants or any other occupants.

3. No Storage. No Resident may store or place anything in the Association Property or Common Area at any time. Any items found that appear to have been abandoned or stored with such areas are subject to removal by the Association. 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. Responsibility for Minors. Residents are responsible for the actions of all minors under their charge while such minors are present in the Common Area and/or Association Property, including, any minors visiting the Project as a guest. For safety reasons, minors less than six (6) years of age may not use certain portions of the Common Area or Association Property without being accompanied by an adult, including, without limitation, all elevators, corridors, hallways, balconies, roof deck and the lobby. Additional age restrictions that pertain to particular amenities available at the Project are provided in the respective sections of this Residential Handbook. For the purposes of this Residential Handbook, the term "adult" shall mean a responsible person of at least eighteen (18) years of age. The Association has the right to change any age restrictions/requirements at any time in the future.

* Section 4.4.5 of the Declaration provides the Board with the power to adopt, amend and repeal these Rules and Regulations as it deems reasonable. Section 4.4.5 of the Declaration provides the Association with the exclusive right to enforce these Rules and Regulations. In the event of any conflict between these Rules and Regulations and the Declaration or Bylaws, the provisions of the Declaration or Bylaws (whichever applies) shall prevail.

5. No Obstruction. Obstruction of any portion of the Common Area and/or Association Property, such as the corridors, lobby, entranceways, or stairwells is strictly prohibited.

6. Antennas and Signs. Owners shall only have the right to install antennae and signs in accordance with the provisions of the Declaration and the Architectural Guidelines.

7. Association Property. Each Resident benefits from the equipment and furnishings within the Association Property. Therefore, Residents may not borrow or remove any equipment or property belonging to the Association.

8. Solicitation. Residents shall not distribute or cause to be distributed any advertising, pamphlet, free newspaper or any other printed matter on or in any portion of the property or Resident's cars. This includes door-to-door solicitation, electioneering, etc.

9. Skateboards. Riding skateboards, scooters, bicycles or rollerblades is not allowed in any interior or exterior Association Property, including the Parking Garage.

10. Smoking. Smoking is not allowed in any Common Area or Association Property, provided that smoking is permitted within the Exclusive Use Balcony Areas.

IMPORTANT NOTE: *In January 2014 the Board approved a policy resolution that states: "The Board will presume that secondhand smoke, when detected outside a Unit, is presumed to be a nuisance and may constitute a violation of the Association's governing documents, including without limitation, Article 7, Section 7.1.13 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions ("CC&Rs") and Rules and Regulations."*

11. Emergencies. Should an emergency situation occur, the building personnel and all other types of emergency personnel shall have authorization to enter your Condominium. Depending upon the nature of the emergency, it may be necessary to use forcible entry.

12. Outside Drying or Laundering. Exterior clotheslines shall not be erected or maintained or hung on balconies or railings within the Project. Exterior drying or laundering of clothes, towels or any other items on any Exclusive Use Balcony Area, Common Area, or Association Property is also not permitted.

13. No Access to Amenities. The amenities at Smart Corner are only to be used by full-time Residents and their guests. An Owner's right and privileges to use the amenities transfers to a tenant upon the commencement date of a lease agreement. Except to the extent necessary to enforce its rights under the lease agreement, an Owner no longer has any rights to use the Common Area or Association Property at Smart Corner during the entire time its Condominium is leased to another person(s). Notwithstanding the foregoing, if an Owner continues to reside in the Condominium with its tenant, this restriction will not apply to such Owner. Any Owner that continues to reside at the Project with its tenant (such as in a roommate situation) retains all rights and privileges to use the amenities at the Project.

14. Guests. All guests must be accompanied by the hosting Resident while using any of the amenities at Smart Corner. Any damage caused to any Common Area or Association Property by a Resident's guest(s) will be the responsibility of such Resident.

ACCESS PROCEDURES

Smart Corner is equipped with controlled access doors, a key fob and access card system, fire monitoring and fire-life systems and related building improvements. The key fob system allows Residents to access certain portions of the Association Property, including the Parking Garage gate and the recreation facilities (spa, roof deck and fitness room). Even with this 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 Residents in order to prevent accidents, unauthorized access and failure of these systems. No Resident is permitted to lend its key fob to another person for any reason. Please report any observed condition and violations promptly to the General Manager. Lost or stolen access devices must be reported within 24 hours of realization of the loss. Devices not found within 1 (one) week of loss will be permanently deactivated and the member will be responsible to replace the device. Members are limited to 4 key fobs per unit.

All Residents and their guests 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 keep gates propped open even for very short periods of time. Owners may not hold "open houses" for the sale of their Condominium without observing standard access procedures and escorting prospective buyers to and from their Condominium.

A key card system will control vehicular access to the Parking Garage. All occupants of Condominiums will be assigned and issued a number of access cards consistent with their number of parking spaces at the time of move-in by the Association. There is a charge, as reflected in the fee schedule adopted by the Board, for the replacement of each key fob/card that is lost. One additional key card per residential unit will be provided to owners upon request and for the current charge for key cards. All such parties must be supplied a key fob or key fobs from the applicable Owner.

The Association, the Board and the General Manager do not and will not assume any risk for injury, loss or damage of any kind, directly or indirectly resulting from, or connected with, a Resident's choice to issue keys or access devices to cleaning personnel, employees, visitors, etc.

Additionally, if a public safety agencies' (such as the San Diego Police Department or the San Diego Fire Department) emergency facilities, such as master locks and other access mechanisms are installed at the Project, no Resident may tamper with, modify or remove their Condominium or any other portion of the Project from this emergency system. Such emergency system includes, but is not limited to, a two tier master lock/key system and other special locks. The systems can be opened by a grand master key, a master key, knox boxes, emergency power panels, stairwell emergency placards, fire resistant doors and/or windows. While a unit's locks may be removed from the master key system; no unit may remove its lock from the grand master key system. If any Owner needs to change its locks, for any reason, the General Manager must be first notified to confirm the new replacement lock is compatible with any grand master key system. Any damage, claims, cause of action or liability of any kind resulting from a Resident removing its Condominium from the grand master key system will be the sole responsibility of the Owner of such Condominium.

INSURANCE

1. Conduct Affecting Insurance. Residents shall not do or keep anything in any Condominium, Exclusive Use Balcony Area, the Common Area or the Association Property that will increase the rate of insurance without the approval of the Association, or could result in the cancellation or suspension of insurance or which would be in violation of any law. An Owner who is 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. In cases where a Resident, other than an Owner, causes such additional premiums, shall be charged to the applicable Owner of such Resident's Condominium. Please refer to Article 11 of the Declaration for information regarding Association and Owner insurance requirements. If you have further questions, please contact the General Manager or your insurance agent.

2. Claims. Any Owner who has sustained damage to a portion of its Condominium that is covered under the Association's blanket insurance policy and would like to make a claim, must first obtain approval from the Association to do so by providing the Manager with written notice describing the nature and cause of the covered damage ("Claim Notice"). All Claim Notices will be reviewed by the Association and will be responded to within fourteen (14) days of delivery to the Manager. Keep a copy of your Claim Notice, which is your receipt for the claim. If the Association approves the claim, the claim will be submitted by the Association on behalf of the Owner and such Owner will then be responsible for cooperating with the Association's insurance carrier, to the extent necessary, to process and settle the claim. If any deductible amount is required before the claim can be settled, then the Owner making the claim will be responsible for the full amount of such deductible, if any. Reimbursement for damage or loss to an Owner's personal property cannot be submitted to the Association's insurance carrier, even if such damage was caused by the same casualty as the covered claim. Only Owners can submit a claim as provided in this Section. No notices of claims from a tenant or other type of occupant will be considered by the Association.

3. Insurance Deductible Policy. Each year, as required by Civil Code Section 5300(b)(9), the Association is required to provide a summary of the Association's insurance policies, including the amount of the deductible, with the Annual Budget Report. The current deductible amount is set forth in the most recent Annual Budget Report. A copy may be obtained from management on request. Pursuant to Civil Code Section 5810, if the Association changes insurance coverage or the deductible, the Association is required to provide you with notice of such change. In addition to the insurance summary, the Association adopts this policy to govern how property

damage losses are handled, especially in regards to the damage that is not covered due to the insurance policy deductible.

In the event of a loss for which Association Master Policy coverage is used, the coverage available for improvements within the Unit, i.e. cabinets, flooring, wall coverings, appliances, paint, etc., would be reduced by the deductible amount as set forth herein.

- (A) If there is damage to the Unit which is covered by any insurance carried by the Association, the Board may, in its sole discretion, elect to submit the claim for the cost of repairs to its insurance carrier. The Board of Directors will generally not submit a claim in which there is no reasonable expectation of coverage under the Master Policy due to the deductible, or lack of coverage.
- (B) Owners shall be responsible for any costs not covered due to the deductible if the damage or loss occurs to the Owner's real or personal property, or other property for which the Owner is responsible to maintain, including, but not limited to, interior surfaces/coverings (paint, wallpaper, carpet, etc.), appliances, fixtures, cabinets, countertops, utilities, modifications, alterations, etc. located within the Owner's Unit.
- (C) The Association shall be responsible for any costs not covered due to the deductible if the damage or loss occurs to any item owned by the Association, or for which the Association is responsible to maintain, i.e., Common Area, structural components of the Condominium Buildings.
- (D) If there is covered damage\losses to both the Unit and Common Area, the deductible shall **first** be used to reduce the coverage to the Unit. If there are covered damages to more than one Unit, the coverage to those Units shall be reduced proportionally among the affected Units based upon the ratio of each party's cost of repair to the total costs of repair.

IMPORTANT NOTE: The Master Policy was never intended to provide coverage for improvements within the Unit. Reliance on the Master Policy tends to leave individual owners with a false sense that the Master Policy will provide the needed coverage. This is an error. **It is critical for owners to obtain insurance for the full value of improvements within their Unit. Please do not depend on the Master Policy to afford coverage for water claims, individual owner maintained items or improvements within the Unit.**

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 Resident 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. The disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines. Residents may be held responsible for any activities by your contractors (e.g., painters) who dispose of such pollutants from your Condominium into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals must meet all federal, state, and City requirements and requirements of any other governmental agencies having jurisdiction over the Property. Residents are encouraged to consult with the City, and other governmental authorities, concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

2. **Odorous Matters.** No odorous matters shall be emitted upon or about the Project 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 Condominiums shall remain closed except for when accessing a Condominium in order to control cooking, smoking and other odors.

IMPORTANT NOTE: *In January 2014 the Board approved a policy resolution that states: "The Board will presume that secondhand smoke, when detected outside a Unit, is presumed to be a nuisance and may constitute a violation of the Association's governing documents, including without limitation, Article 7, Section 7.1.13 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions ("CC&Rs") and Rules and Regulations."*

RESIDENTIAL CONDOMINIUMS

1. Residential Use. The Residential Condominiums are to be used for residential purposes. Please refer to Section 7.1.1 of the Declaration for more information regarding the types of uses that are considered to be residential.

2. Balcony Areas. Exclusive Use Balcony Areas are to be used as outdoor living areas containing patio furniture and other similar outdoor furnishings, equipped with protective leg caps or other devices to prevent damage to the floors. The following are additional restrictions that apply to all balconies that must be observed at the Project:

- (a) Changing or altering the surface of any Exclusive Use Balcony Area is strictly prohibited since it may alter drainage patterns for the Project or cause damage to the surface by trapping water. This includes, without limitation, the installation of any type of tiles or flooring material, such as carpet and artificial turf.
- (b) Balcony surfaces shall be mopped or cleaned in such a manner as to not cause any water to extend beyond the boundaries of the balcony. The interior glass surfaces of a Resident's balcony must be kept clean.
- (c) No puncturing or other damage may be done to the water-proofing material of the balconies. No improvements or decoration may be nailed, bolted, or otherwise attached to the floor, walls, or any portion of a balcony.
- (d) Existing drainage patterns on balconies must be maintained and all drainage systems must be kept free of debris and free flowing.
- (e) No vegetation shall extend beyond the railings, fences, walls and/or boundaries of a balcony. Potted plants must have a tray placed underneath the pot to prevent water spillage onto the balcony. Such trays, and any other device designed to hold water, must be raised above the surface of the balcony in order to allow sufficient air flow beneath such tray or device.
- (f) Potted plants shall not be placed in a position on any balcony that will block any drains or obstruct drainage patterns. Each balcony area is limited to a reasonable number of potted plants, as will be determined by the Board.
- (g) No hanging screens, linens, blankets, rugs, swimsuits, plants, banners, wind chimes, plants or other objects may be hung from a balcony except as permitted by the Board or Architectural Committee.
- (h) No balcony may be used for storage purposes, including, without limitation, the storage of bicycles or surfboards.
- (i) Any patio furniture maintained on a balcony must be of a neutral color that is harmonious with the color scheme of the exterior walls of the Building. Any patio furniture that deviates from these requirements will require the approval of the Board.
- (j) No barbeque grills may be installed or used within any balcony. The only outside grilling equipment permitted at the Project are the barbeques within the roof deck.
- (k) No pets shall be left unattended on any balcony.
- (l) No litter boxes shall be maintained on any balcony.

3. Alarms. Any alarm installed or connected in a Condominium shall be the type of alarm that is monitored by a certified alarm company. No alarms that include cameras or components that require installation to any portion of the Common Area of the Project are permitted. All components of any alarm system must be confined to the interior of a Condominium. Each Resident must keep its service provider updated with such Resident's contact information so that any alarm set off can be addressed as expeditiously as possible. At least one alternate contact

name and number should be provided to a Resident's service provider in case the Resident cannot be reached. The Association, or any authorized representative of the Association, may enter any Condominium and take all necessary actions to deactivate an alarm if such alarm is not deactivated within a reasonable amount of time. In such event, neither the Association nor such person authorized by the Association will be liable to the applicable Resident for any trespass or damage caused in connection with such entry.

4. Speakers. To help to ensure everyone's quiet enjoyment of their residence, wall and ceiling mounted music, television or surround sound systems, including, without limitation, wall and ceiling mounted speakers or other audiovisual devices are not permitted to be supported by or come into contact with demising walls or ceilings. Speakers of any sort shall not be placed directly upon the floor. All speakers must be elevated from the floor by a proper acoustic platform, such as a speaker stand.

5. Window Cleaning. Except for windows on an Exclusive Use Balcony Area, the Association will provide window cleaning services for the exterior window surfaces of a Condominium. Each Resident of a Condominium must cooperate with the Association to provide access to the Association so the Association may clean the windows which is the Association is responsible for cleaning. The Association will provide reasonable advance notice to Residents of scheduled window cleaning dates. Each Resident must keep the windows and the interior of glass surfaces within their Exclusive Use Balcony Area in a clean condition as required by the maintenance manual. Residents of certain Condominiums, including, Condominiums 1701, 1702, 1710, 1711, and 1908 are required to allow window washing "davit arms" to be brought through its Condominium during window washing for the Project. All Residents of these Condominiums must cooperate with any request to allow such window washing equipment through their Condominiums and shall not take any actions that would prohibit such equipment to be used during window washing for the Project. Any Resident reported to prohibit such access or cause damage to any equipment while being placed on its Exclusive Use Balcony Area, may be subject to certain remedies including, without limitation, fines levied by the Association as set forth in the fine schedule adopted by the Board, which will be provided by the General Manager, and/or be charged an Enforcement Assessment for any costs to repair/replace the damage caused by such Resident.

6. Waterbeds. Waterbeds or other furniture that uses water shall not be permitted in any Condominium. Each Resident acknowledges that substantial damage to other Condominiums, Common Area and/or Association Property may occur as a result of a violation of this restriction and that the Owner of the Condominium causing such damage would be responsible for all damage.

7. Aquariums. Aquariums holding more than thirty (30) gallons of water shall not be permitted in any Condominium. Each Owner acknowledges that substantial damage to other Condominiums, Common Area and/or Association Property may occur from a leaking or broken aquarium and that the Owner of the Condominium causing such damage would be responsible for all damage.

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. Residents shall not attach to the walls or ceilings of any Condominium any fixtures or equipment which will cause vibrations or noise or unreasonable annoyance or damage to the Residents of the other Condominiums or to the Association Property.

10. Restricted Penetrations. Any Resident installing heavy furniture such as a "Murphy Bed" must comply with certain penetration restrictions as set forth in the Architectural Guidelines. Failure to adhere to such penetration requirements may result in structural damage to your Condominium and/or other portions of the Project. Any Resident causing such damage will be liable to the Association and/or other Residents, as applicable, for all resulting costs and losses.

11. Storage. Owners of Condominiums who have been assigned the exclusive right to use Storage Spaces located within the Project shall use the Storage Space for the storage of seldom-used household and personal items. The storage spaces are not adequate for permanent storage of excess furniture or other large items. The Association is not responsible for any loss or damage to items placed in the Storage Spaces. Storage in these Storage Spaces is strictly at resident's sole risk. Owners are advised to carry insurance. The use of the Storage Spaces is subject to any restrictions set forth in the Parking Easement Agreement.

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

- (b) Items of personal property may not be stored in the Parking Garage unless in the Storage Spaces.
- (c) No devices may be connected to electrical outlets to operate inside of the storage lockers.
- (d) The Association and/or the General Manager shall have the right to enter the Storage Space for the purpose of addressing an emergency.
- (e) The 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.
- (f) Storage Spaces may be exchanged, leased or sold to other Owners in the Project. Any exchange, sale or lease cannot create the right to use Storage Spaces by a non-resident. You must submit proof of ownership and a Sale/Lease/Exchange of Parking or Storage Space to the General Manager prior to transferring your Storage Space to another resident. The Sale/Lease/Exchange of a Parking Space or Storage Space form can be found in the "Forms" section of this Residential Handbook.
- (g) An Owner shall not modify the structure of the Storage Spaces, nor modify any electrical components in the Storage Spaces.

RESIDENTIAL FACILITIES/AMENITIES

The amenities available to all Residents at Smart Corner includes, without limitation, elevators, a mailroom, loading dock, a spa (on the roof deck), roof deck, and fitness room. The Parking Garage used by Residents is not part of the Project or Association Property, however the owner of the Parking Garage, San Diego Housing Commission, has granted Owners of the Project the right to use a portion of the Parking Garage pursuant to the Parking Easement Agreement. The Rules and Regulations for each of the amenities at the Project are separated into distinct sections below so that the Rules and Regulations that pertain to each of the amenities available at Smart Corner are easier to understand.

JOINT USE AREAS

Most of the amenities at the Project are only to be used by Residents and their guests. However, certain portions of the Project are available to both Commercial Occupants and Residents. These portions are known as the "Joint Use Areas," which consist of the mailroom, the loading dock, the building services room.

1. Mailroom. The mailroom is located near the elevators and will be accessible at all times, twenty-four (24) hours a day. All unwanted mailings must be discarded properly. Do not throw trash or other debris on the floor near the mailboxes. Additional rules for receiving/holding oversized packages and/or other deliveries are provided in the "Smart Corner Package Pickup Policy" provided in the Miscellaneous Information section of this Residential Handbook.

2. Building Services Room. The Building Services Room located behind the elevators may be used by the Association for building equipment, office and administrative or any other purpose as determined by the Association. Access to the Building Services Room by Residents for moving items in to the Building must be scheduled with the General Manager.

3. Loading Dock. The loading dock is to be used for deliveries and moving large items. Residents and Commercial Occupants may use the loading dock by scheduling a time with the General Manager. Each time the loading dock is used by a Resident, such Resident will be required to fill out the Association's "Move-in/Move-out Agreement" confirming that such Resident accepts responsibility for all damage that may be sustained to the Project during its delivery/move. Additional information concerning the use of the loading dock is included at the end of the Move-in/Move-Out Procedures provided in the back of this Residential Handbook. There is no vehicle parking immediately adjacent to the loading dock, however, vehicles may park in front of the sidewalk nearest the loading dock along C Street but only to the extent necessary to temporarily load or unload. Such temporary parking shall not be for unreasonable periods of time or obstruct the free flow of traffic. No parked vehicle may be left unattended at any time. If necessary, the General Manager or other Association personnel has the right to require any vehicle

parked within the loading dock to be moved at any time. Contact the General Manager if you need to schedule a time to use the loading dock.

ELEVATOR USE

There are four elevators at the Project that provide access to all the floors of the Building and the P1, P3 and P4 levels of the garage. Only 1 elevator provides access to the roof. Please do not play with the elevator stop switches. The elevators have been electronically programmed to provide the most efficient service under normal conditions. Holding open elevator doors, pressing order buttons and corridor buttons unnecessarily will cause the service to be less efficient.

As a safety feature, the elevators are programmed to return to the ground floor during an emergency or malfunction. If you are in an elevator when the emergency systems for the Building are activated, the elevator will immediately redirect itself back to the ground floor to allow all passengers to exit. If for some reason, the elevator does not return to the ground floor as programmed or the doors do not open to allow you to exit, use the phone provided in the elevator to call for help. Emergency personnel will come as soon as possible to let you out.

If you are on the ground floor when the emergency systems are activated, DO NOT enter the elevator for any reason. The elevators are programmed to bring themselves down to the ground floor only once during an emergency and will terminate further service until being reset by the appropriate building personnel. Therefore, you can become trapped inside an elevator during an emergency if you attempt to use an elevator after the elevator has already come down to the ground floor.

GARAGE AND PARKING GUIDELINES

The use of the Parking Garage and the parking spaces and storage spaces located herein are subject to the Governing Documents and the Parking Easement Agreement dated July 2007. The parking garage is not owned by the Association or its members. The Association's designated parking areas are Parking Levels 3 and 4 (P3 and P4). Unless assigned otherwise, Parking Levels 1 and 2 are not to be used by the membership and are subject to the parking garage owner's rules, regulations and fee schedule. Vehicles which park on levels 1 and 2 are subject to towing and/or normally applicable parking fees for use of those areas.

1. Parking Garage Access. Each Owner will be issued an access device that opens the automated gates within the Parking Garage. If an Owner leases its entire Condominium, such Owner must transfer the access device issued to its Condominium to its tenant. No additional access devices will be provided for a tenant. The access device system is managed by the owner of the parking garage and not by the Association. Before access devices are granted, the owner of the unit must complete and sign a *Parking Information and Agreement* form from the owner of the parking garage. Members are subject to the terms and conditions listed in the *Parking Information and Agreement* form.

2. Vehicle Parking Spaces Only. All Parking Spaces are to be used for parking vehicles only, and cannot be used for storage, living, recreational or business purposes. No parking is allowed within the Parking Garage that obstructs free traffic flow, constitutes a nuisance or otherwise creates a safety hazard

3. Vehicle Size. Your vehicle must fit completely within your Parking Space and not restrict your neighbor's ability to park in his or her Parking Space. Oversized vehicles such as limousines and extra large vehicles, may not fit in your Parking Space or the Parking Garage and, therefore, it may be necessary to find parking spaces outside the Project.

4. Opening Doors. Please take care when opening your car doors so you do not dent or chip the paint off your neighbor's car.

5. Speed and Lights. All drivers must maintain safe and proper speeds and observe the posted speed limit while driving in the Parking Garage. There may be blind spots present. It is recommended to keep a vehicle's headlights be turned on while driving in the Parking Garage.

6. Noise. No excessive noise from vehicles or revving up of engines is permitted. Vehicles that are of sufficient volume when driven to set off vehicle alarms in the garage may not be parked in the Parking Garage

7. 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. Costs for cleaning expenses of excessive oil leaks are the responsibility of the member.

8. No Vehicle Maintenance. Except for the occasional battery jump, no working on vehicles is permitted anywhere in the Parking Space or Parking Garage. This includes, but is not limited to, washing, changing oil, light maintenance, etc. All vehicles, motorcycles, mopeds and bicycles within the Project must be operable and possess a current license and registration. If a vehicle becomes inoperable while parked at the Project, the owner of such vehicle must make arrangements to remove the inoperable vehicle as soon as reasonably possible.

9. Authorized Vehicles. No vehicles deemed a Prohibited Vehicle in the Declaration are permitted to park in the Parking Spaces. Except for vehicles required by Declarant for completion of construction, no contractors' vehicles shall be permitted in the Residential Parking Area.

10. No Bicycles, Etc. No bicycling, skateboarding, roller skating, roller-blading or playing in any Parking Space or in the Parking Garage is allowed.

11. Number of Vehicles. Depending on the configuration of the parking space assigned to a Resident's Condominium, parking spaces may be tandem parking or a parking space for one vehicle. Only the maximum number of vehicles for which the configuration of a parking space will allow may be parked within such parking space(s). The maximum number of vehicles for a tandem space is two (2). The maximum number of vehicles for a single space is one (1). A motorcycle or any other small-motorized vehicle, such as a golf cart or scooter may be parked in a parking space in lieu of an automobile; provided, however, such motorcycle, scooter, etc. will be counted as "one vehicle" for the purposes of this section. Therefore, parking a motorcycle or other small vehicle in addition to the maximum number of automobiles permitted in your assigned parking space is strictly prohibited. Any vehicle(s) that exceeds the maximum number of vehicles the parking space was designed for may be towed in accordance to applicable laws or subject to fines as determined the owner of the Parking Garage.

12. Towing. No vehicle may be parked in any location in the Parking Garage other than within the Parking Space assigned to a Resident's Condominium or any other manner that obstructs free traffic flow, constitutes a nuisance or creates a safety hazard. Residents may notify the General Manager or the appropriate party as designated by the General Manager, if an unauthorized vehicle is parked within such Resident's Assigned Parking Space. In all the event of any such violations, the General Manager shall take the appropriate action, including, if necessary, calling the towing company to have the vehicle towed.

13. Car Alarms. Should a car alarm continue to go off, the General Manager or the Association may, at the vehicle owner's expense, hire a locksmith and take whatever action necessary to stop the noise. Vehicle alarms that do not automatically go off after an interval are not allowed.

14. Disabled Parking Space. Certain Parking Spaces in the Parking Garage will be designated for use by disabled persons ("Disabled Parking Spaces"). Disabled persons using a Disabled Parking Space must display a distinguishing license plate or disabled placard issued by the California Department of Motor Vehicles. Declarant and the Association have the right, as specified in Section 3.7.4 of the Declaration, to assign Disabled Parking Spaces to Residents who are not disabled, subject to re-assignment to disabled persons as specified in the Declaration. While in use by a non-disabled resident the Association may modify the stripping and signage on the Disabled Parking Space, as permitted by law. If a Resident becomes disabled and does not have a Disabled Parking Space, such Resident may provide written notice thereof, together with written evidence of such Resident's Disabled Status, to the General Manager. The General Manager shall coordinate the exchange of the disabled Resident's Assigned Parking Space with a non-disabled Resident who was the first to be assigned a Disabled Parking Space, by providing written notice to such Resident. Such exchange can become effective within seven (7) days of such office by the Board and shall be recorded in the records of the Association. There is no guarantee that a Disabled Parking Space will be available to a disabled Resident.

15. Fire Lanes. There is no parking in the fire lanes located within the Project. Any vehicle parked within a fire lane may be towed without prior notice in accordance with all applicable laws.

16. Sale/Exchange/Lease of Parking Space. Parking Spaces may be exchanged, leased or sold to other Owners in the Project. Any exchange, sale or lease cannot create the right to use Parking Spaces by a non-resident. You must submit proof of ownership and a Sale/Lease/Exchange of Parking or Storage Space to the

General Manager prior to transferring your Parking Space to another Resident. The Sale/Lease/Exchange of a Parking Space or Storage Space form can be found in the "Forms" section of this Residential Handbook.

17. Bicycle and Motorcycle Parking. The bicycle and motorcycle parking spaces located within the Parking Garage will be assigned by the Association a first-come, first serve basis. The Board has the right to establish additional Rules and Regulations relating to these parking spaces, including, without limitation the requirement that each bicycle or motorcycle parked in a bicycle or motorcycle parking spaces be registered with the General Manager or require the placement of an identifying sticker as proof such bicycle or motorcycle vehicle is authorized in such parking spaces. Only residents who have registered a bicycle will be given a key to the bike rooms after payment of a deposit of \$50. The deposit is refundable upon return of the key.

IMPORTANT NOTE: *In November, 2018 the Board approved a policy resolution that states: "No one shall bring a shared/rental "dockless" electric recreational scooter and/or bicycle into the building. Individuals who own recreational scooters and bicycles are required to register them with the Association, and follow the guidelines for bringing them into the building.*

Pursuant to this rule, a recreational scooter is a wheeled recreational device consisting of a narrow footboard mounted between two wheels tandem with an upright steering handle attached to the front wheel, which is either foot operated or electric.

Devices or vehicles that exceed this definition, for example, a gas or electric scooter which looks more like a motorcycle and/or is street legal, do not constitute a recreational scooter for the purpose of this rule."

18. Visitor Parking. There is no visitor parking in parking levels 3 and 4. Visitors may use parking levels 1 and 2 if they desire. However, parking in these levels is managed by the owner of the parking garage and not the Association. All parking in these levels is subject to the rules, regulations of the parking garage owner. Hours of operation and costs associated with the 1st and 2nd levels of parking should be verified prior to use and is the sole responsibility of the parking party. Visitor parking on levels P1 and P2 must pay fees and costs assessed by the operator and owner in connection with such parking.

19. Sales/Lease or Exchange of Condominium Unit. If an Owner leases or sells its entire Condominium, such Owner must notify the Association and the owner of the parking garage and transfer the access device issued to its Condominium to its tenant/buyer. No additional access devices will be provided for a tenant. New buyers must pay the normal assessed fees for new access devices. Upon issuance of a new access device for a new owner, all previous devices associated with the unit will be deactivated.

SPA AND SPA AREA

The following rules and guidelines apply to the Spa:

1. Hours of Operation. The spa and spa area are available to all Residents and their guests on a first-come, first-served basis between the hours and 7:00 a.m. to 12:00 a.m. daily. Hours for the spa and spa area may be changed by the Board from time to time. As of August 2013 the spa has extended hours until 1:00 am on Friday night into Saturday morning and Saturday night into Sunday morning.

2. No Lifeguard. NO LIFEGUARD IS ON DUTY! Lifeguard or supervisory service is not provided. Anyone using the spa does so at his or her own risk, responsibility and liability.

3. Equipment. SAFETY EQUIPMENT HAS BEEN PROVIDED FOR EMERGENCY USE ONLY. No person may remove, borrow or tamper with the spa safety equipment for any reason. With the exception of the spa timer, no adjustments of any control regulating the spa temperature, operation, lights or other function of the spa is permitted.

4. Minimum Age Requirement. Minors under the age of fourteen (14) years are not allowed in the spa area unless accompanied by an adult eighteen (18) years of age or older.

5. Nuisances. Be considerate of your neighbors while using the spa and spa area. Keep all noise and conversations at a reasonable volume to avoid causing unnecessary disturbances others using the spa or spa area or to the Condominiums located directly underneath the spa area.

6. Chemicals. Like all similar public facilities, the spa is treated with chlorine and other chemicals in accordance with regular maintenance requirements. Each person's sensitivities to such chemicals will be different and may cause certain health related issues for an individual. Any person that may believe they are allergic to chemicals typically used to treat pools or spas should not use the spa before consulting a medical professional. The General Manager can direct you to the maintenance company used to maintain the spa for further information on the types of chemicals or other substances used to treat the spa water.

7. Attire. Swimsuits must be worn at all times while using the spa. All persons using the spa must provide their own towels. Towels are not provided. All incontinent persons, including infants, must wear a diaper, plastic pants, and a swimsuit while using the spa.

8. Health Conditions. Any person that suffers from any health conditions that may react negatively to extreme heat or other inherent characteristics of a whirlpool spa should consult with a medical professional before using the spa.

9. Prohibited Users. Persons with open cuts, wounds, rashes, skin diseases, sore or inflamed eyes, nasal or ear discharge, or any other type of communicable disease may not use the spa until such matters are completely healed or no longer actively contagious. Intoxicated persons or persons taking any prescription drugs that may impair such person's motor skills are prohibited from using spa.

10. Prohibited Objects/Items. No floating or inflatable devices, including, water wings for small children are permitted in the spa. No glass or breakable items/objects may be used or brought into the spa or the spa area. No foreign objects or substances, such as balls, bubble bath, soap, marbles, coins, etc. may be used or thrown around the spa or the spa area.

11. Prohibited Activities. No running ,jumping, wrestling, pushing, diving or any other similar, boisterous activity in or around the spa area is permitted at any time.

12. No Pets. Pets of any kind strictly prohibited in the spa area.

13. Electronic Devices. All musical devices must be battery operated, used only with headsets and must be maintained at a volume that does not disturb others. Any request from another Residents or guests using the spa to lower the volume of such musical devices must be observed. Cell phones are permitted in the spa area, however, be considerate of other Residents and/or guests using the spa, and exit the spa if you need to carry a conversation while others are present.

14. Trash. All litter and debris must be collected and disposed of properly in the available trash receptacles prior to leaving the spa area. Any litter or debris that is too large for the receptacles provided must be carried out of the spa area and disposed of properly in the dumpsters or the trash chutes.

15. Maintenance. The spa and spa area must be promptly vacated if requested by the maintenance crew for the Project and the spa shall must remain vacated until the crew's cleaning and/or other services are completed.

16. Additional Rules. The Association reserves the right to limit, on a reasonable basis, the number of guests using the spa and/or the spa area at any given time. The Association may post additional rules regarding the use of such devices at the spa area, in which case all such additional rules must be observed by all persons using the spa and spa area.

ROOF DECK

1. Hours of Operation. The roof deck is available for Residents and their guests, on a first-come, first-served basis, between the hours of 7:00 a.m. to 12:00 a.m. daily. Hours for the roof deck may change from time to time as determined by the Board. As of August 2013 the roof deck has extended hours until 1:00 am on Friday night into Saturday morning and Saturday night into Sunday morning.

2. Minimum Age Requirement. Minors under the age of fourteen (14) may not use the roof deck unless accompanied by an adult.

3. Nuisances. Be considerate of your neighbors while using the roof deck area. Keep all noise and conversations at a reasonable volume to avoid causing unnecessary disturbances to others enjoying the roof deck, spa, and/or the Condominiums located directly underneath the roof deck.

4. Grills. Gas grills are available on the roof deck for the use and enjoyment of all Residents and their guests. The gas grills are available on a first-come, first-served basis. No children under fourteen (14) years of age may use or be near the grilling area without being accompanied by an adult. After each use, the gas grills must be turned off and the surrounding area must be cleared of all trash and personal property.

5. Association Use. The Association shall have the right to restrict access to the roof deck for certain functions or special maintenance as may be approved by the Board from time-to-time.

6. No Reservations. The roof deck cannot be reserved.

7. The following additional rules shall apply to Residents and their guests.

- (a) The Resident is, at all times, liable for the conduct and actions of its guests, including, without limitation, any violations of the Governing Documents and all applicable laws and regulations.
- (b) All persons using the roof deck, do so at their own risk. Neither the Association nor any personnel of the Association will be responsible for any injury or liability that arise out of the Resident's use of the roof deck area.
- (c) No door, including the lobby entrance door may be propped open, even temporarily to provide access to the Building. Guests must call/contact the Resident upon arriving at the Project to request access to the Building.
- (d) The number of guests allowed at any one time shall be limited to 8 persons, per unit.
- (e) Residents must accompany their guests at all times.
- (f) No smoking, cooking, open flames (e.g., candles), or animals permitted.
- (g) No items or decorations may be attached to any portion of the roof deck, including the floor surface and walls.
- (h) The General Manager or other person authorized by the Association will have the right to restrict use if in such party's opinion the Resident or Resident's guests are too disruptive.
- (i) No alcoholic beverages may be served by or served to any person under the legal drinking age of twenty-one (21) years of age. The Resident is responsible for any and all alcohol consumption in violation of the applicable laws, including, without limitation liability for damage, personal injuries, fees or penalties imposed by law enforcement due to illegal alcohol consumption at the Project. and any resulting increase in insurance premiums arising directly from the Resident and resident's guests use of the roof deck area.
- (j) All glass related to cooking, beverages, and food is prohibited from the rooftop. In other words, no glass of any kind is allowed on the roof deck.

FITNESS ROOM

1. Hours of Operation. The fitness room is available during the hours of 5:00 a.m. to 12:00 a.m. daily. Hours for the fitness room may change from time to time as determined by the Board.

2. Liability. All persons using the fitness room do so at their own risk.

3. Electronic Devices. All musical devices must be battery operated and must be isolated to a user's personal space with headphones at all times. Volumes must be kept at a reasonable level to avoid disturbing others working out.

4. No Cellular Phones. All ringers on cellular phones must be switched to "VIBRATE" mode while in the fitness room. If you receive a call, you must exit the fitness room and conduct your conversation outside the fitness room. Under no circumstances, may the camera or video recording function on a cellular phone be used in the fitness room.

5. Age Requirement Minors under the age of fourteen (14) may not use the fitness room unless accompanied by an adult.

6. Towels. No towels are provided. All Residents must supply their own towel. All equipment shall be wiped down after each use.

7. Equipment Use. All equipment is to be used as intended. All machinery and equipment is available on a first-come, first-served basis but be considerate and limit use of a particular piece of equipment to thirty (30) minutes if someone is waiting for the same machine.

8. No Storage. No personal property may be stored or left unattended in the fitness center. Any items left in the fitness room unattended will be removed without notice or reimbursement to the owner.

9. Food/Drinks. No glass containers or food are allowed in the fitness center. Water and other liquids are permitted but must be in a plastic, sealed container.

10. Personal Trainers. The Association does not employ personal trainers, however, Residents are allowed to have their own personal trainers work with them in the fitness room. All personal trainers coming to train a Resident must obtain prior approval from the Association before commencing any training sessions by providing the General Manager the following: (i) evidence of the appropriate certification from a recognized national organization; (ii) proof of insurance naming the Association as an additional insured; and (iii) the originals of fully executed liability waivers or other forms as required by the Board. Only Residents may be trained in the fitness room. Personal trainers may not bring outside clients to Smart Corner or use the fitness room as the main location for their services. No personal training session may exclude other persons from using the fitness room at any time. All personal trainers are subject to the rules of this Community Handbook and the terms of the other Governing Documents. If the Association suspects any personal trainer of utilizing the fitness room as its main place of business, violates any terms of this Community Handbook or the applicable use restrictions of the Governing Documents, the Association shall have the right to deny such personal trainer further access to the facilities.

ANIMALS

1. Maximum Number. No more than two (2) dogs or two (2) cats or a combination thereof, but not to exceed a maximum of two (2) pets altogether, may be maintained in each Condominium.

2. Declaration Restrictions. Pets may only be kept within the Project if such pets are kept in compliance with the restrictions set forth in Section 7.1.10 of the Declaration. No animals may be kept, bred or raised for commercial purposes, or, as determined by the Board, in unreasonable numbers.

3. Owner's Liability. Each pet owner shall be absolutely and solely liable to other Residents, other Commercial Occupants, and any of their guests, for injury to persons or damage to property caused by such pet. Additionally, any damage to the Common Area or Association Property caused by a pet will be repaired/replaced at the pet owner's expense, including, without limitation, claw marks, urine stains, scratches and marks from your leash rubbing on the corner of walls, etc.

4. Registration. In addition to complying with all applicable license and health requirements mandated by the City and/or County, each pet maintained at Smart Corner must be registered with the Association. Registration forms are available from the General Manager's office. All dogs must wear a current license tag and all cats must wear an identification tag with its owner's name and number at all times. Loose, unattended pets found without a license or identification tag may be reported to the local Animal Control for pick-up.

5. Leash Use. All dogs and cats must be on a leash at all times when traveling through the Common Area and Association Property. Leashes may be no longer than ten (10) feet in length. If a retractable/extendable leash that can extend beyond ten (10) feet is utilized, such Resident required to lock the leash or hold the leash so that it does not extend beyond ten (10) feet. Only persons capable of controlling the pet must be in control of the leash at all times while in any Common Area and Association Property.

6. Certification and Removal. If the Board deems it necessary, it has the right to require that a pet owner provide the Association with a certificate from a professional dog trainer certifying that its dog has successfully completed obedience training classes. Constant barking or other excessive noises caused by a pet animal that disturbs the quiet enjoyment of any other Resident will not be tolerated. Additionally, if, after notice and a hearing, the Board finds a pet is dangerous or creates an unreasonable nuisance, the Board may require the pet to be removed from the complex within seven (7) calendar days.

7. Common Area/Association Property. When leaving and entering the Project, all pet owners are required to carry their pet through the Common Area and/or Association Property, including, without limitation, the hallways/walkways, entry lobby, elevators, etc. However, pets may be transported through these areas in a pet stroller or pet carrier. Only pets too large to carry, will be exempt from this requirement.

8. Waste Clean-up/Disposal. No pet owner shall allow his or her pet to deposit fecal matter or urinate within any portion of the Common Area or Association Property. Fecal waste deposits made by pets on any Common Area or Association Property 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. Using paper bags to dispose of any pet waste is strictly prohibited. All pet owners must take their pet to the public street or other area wholly outside the Project to urinate, etc.

9. Prohibited Waste Disposal. To avoid odors in the Common Area, no pet waste may be disposed of in any trash receptacles provided in the Common Area or Association Property. Whenever possible, deposit your bagged pet waste in the dumpster in the main trash room. IN NO EVENT SHALL PET WASTE BE DISPOSED OF THROUGH THE DRAINAGE SYSTEM FOR THE PROJECT OR TOSSED OVER THE BALCONY OR ANY OTHER EXCLUSIVE USE EASEMENT AREA.

10. Bathing. No animal shall be bathed, at any time, within any Common Area or Association Property.

11. Prohibited Areas. Pets are not allowed in the spa area, the fitness room or the roof deck.

12. Balconies. Pets may not be left unattended on balconies or tied to any building structure, even temporarily. A pet must be kept within the Condominium when their owner is away or cannot attend to the pet. Structures for the housing or confinement of any bird or other animal (i.e. cages, kennels, etc.) may not be stored on any balcony. Any Resident who allows a pet access to its balcony, must avoid allowing its pet to urinate or deposit fecal waste in such area. If an "accident" does occur, all pet waste must be removed immediately to avoid odor and unsightly staining.

13. Unattended Pets. All pets must be kept within the confines of the interior of a Condominium when its owner is away or cannot attend to them.

14. Exceptions. Human assistance animals, such as 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 Resident must maintain the smoke detectors, alarms and horns installed in his or her Residential Condominium. As part of this maintenance, Residents must replace all smoke detector batteries regularly.

2. Fire Sprinklers. Each Resident must take care not to harm, damage or unnecessarily activate the fire sprinklers installed in his or her Condominium. 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 Condominium, your personal property, the Common Area, the Association Property, and the residences adjacent to and below yours. Except for periodic dusting you should never touch or allow anything else to touch the fire sprinklers. In particular, you are not allowed to have any item hanging from the fire sprinklers, including, without

limitation, plants, laundry, posters or other objects. You should also not tie string, floss, wire or any other material on, around or across any portion of a fire sprinkler. Nothing should be stored within eighteen (18) inches of a sprinkler head.

3. Fire Alarm System. Residents 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 Condominium to the fire alarm system is against the law and will affect the operation of the horns in the other Residences in the Project. If you notice anything irregular about the fire alarm system in the Project, you should notify the General Manager immediately.

HOLIDAY DECORATIONS

1. Acceptable Timeframe. The acceptable timeframe for winter holiday decorations for Residential Condominiums is from the day after Thanksgiving until January 2nd. All other decorations must be displayed no more than seven (7) calendar days prior to the day of the holiday, and must be removed within five (5) calendar days after the holiday.

2. Location. Holiday decorations must only be displayed from inside the Condominium. No Resident may place holiday decorations in the Common Area, Association Property structures or other any other area except for within an Exclusive Use Common Area. Residents may not puncture or damage any portion of its exterior of the Building in any way, including, the surfaces and walls of any Exclusive Use Common Area to hang or display decorations.

3. Wreaths. A wreath on an over-the-door hanger may be displayed on main entry doors provided that it does not harm their finish.

4. Lights. All holiday lighting must have a "UL" or comparable rating. Outdoor lights must be designed for outdoor use. All lighting must be hung in a professional manner consistent with a first class mixed-use project. All lights that are part of a string of lights must have every bulb lit and working properly. All lighting must be turned off each night.

5. Trees. All trees must be wrapped or bagged in plastic when being carried through any Common Area or Association Property. Only fire retardant coated Christmas trees are permitted within a Condominium.

6. Disposal. Holiday decorations, including Christmas trees, may not be disposed of in the dumpster at Smart Corner. All such disposal will be as directed by the General Manager. The Association has the right to charge a fee for such disposal if such fee is adopted by the Board in its fee schedule, which fee schedule is subject to change from time to time.

LARGE EVENTS OR GATHERINGS IN RESIDENTIAL CONDOMINIUMS

1. Notice. Events or gatherings of twenty (20) persons or less may be held within a Residential Condominium by simply providing verbal notice to the General Manager. However, events for more than twenty (20) persons, requires the hosting Resident to deliver a written notice to the General Manager and by filling out the required forms, which are provided by the General Manager. All written notices and requisite form(s) must be filled out at least 48-hours in advance of an event or gathering.

2. Access. The hosting Resident must be present at the Project to provide access to the Project for their guests. No doors of the Project may be propped open at any time.

3. Personnel. Depending on the nature of the gathering, the General Manager may require additional personnel be provided for the event at an hourly rate established by the Board. If required, the hosting Resident will be billed for such costs at a rate as reflected in the fee schedule adopted by the Board.

4. Additional Guidelines. All large events and gatherings shall also be subject to the following:

- (a) The event or gathering must be confined to the hosting Resident's Condominium. However, if needed, a hosting Resident may request permission from the General Manager to use portions of the Common Area and/or Association Property; provided,

however, such use will not unreasonably disturb other Residents and/or Commercial Occupants of the Project.

- (b) Except within a Resident's parking space, guests may not park in the Parking Garage. Any unauthorized vehicles parking in the Parking Garage may be subject to tow or fines as set by the Parking Garage owner at the vehicle owner's expense in accordance to applicable laws.
- (c) Any damage to the Common Area or any other portion of the Project arising out of the event or gathering will be the responsibility of the hosting Resident. The Association shall have the right to require a deposit for any large gathering or event subject to these restrictions.
- (d) All requests for noise reduction or other abatement from the General Manager, other authorized representative of the Association, another Resident or Commercial Occupant must be observed. Failure to comply with such requests may result in early termination at the discretion of the General Manager or other authorized representative of the Association, as appropriate, or denial of any future gatherings or events by the same Resident.

RENTAL OF RESIDENTIAL CONDOMINIUMS

1. Rental. An Owner shall be entitled to lease its Condominium for a term of not less than thirty (30) calendar days. All rental agreements and leases shall be subject to the provisions of this Residential Handbook and all other Governing Documents. Owners shall be responsible for violations of the Governing Documents by their tenant. Implicit in the minimum rental term of thirty (30) days is that advertisements listing an Owner's Condominium for rent or lease for periods less than the minimum rental term are a violation of the Governing Documents.

2. General Manager Notification. All Owners who lease their Condominiums shall submit names and contact numbers for their tenants to the General Manager.

3. 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 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.

4. Compliance with Governing Documents. A copy of the Governing Documents, including this Residential Handbook shall be provided by the Owner to each tenant. The leasing Owner shall, at all times, be responsible for their tenant's compliance with all of the provisions of the Governing Documents, including this Residential Handbook. All advertisements of an Owner's Condominium for rent or lease shall comply with the provisions of the Association's Governing Documents, including, but not limited to, the minimum rental term listed herein.

5. Insurance. All Owners should ensure their tenants maintain the appropriate renter's insurance in sufficient amounts to cover the cost of replacement of all such tenants' personal property and liability at the Project during the entire term of their respective lease agreements. Since each insurance carrier may vary in policy, it is each Owner's responsibility to obtain the appropriate type of insurance for such Owner's Condominium while it is leased and that the form of such insurance, including all coverage amounts, complies with such Owner's obligations under the applicable Governing Documents. Depending on the insurance carrier, an Owner may be required to change their property insurance coverage to a commercial or other type of business policy as dictated by such Owner's individual insurance carrier. Neither the Association, nor the General Manager, may advise you on such matters.

6. Association Amenities. If you lease your Condominium then your rights to use the amenities in the Project transfer to the tenant. An Owner shall have no personal use privileges upon leasing their Condominium.

7. Timesharing. No Condominium 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.

8. Assessments and Voting Rights. A tenant shall have no obligation to the Association to pay assessments imposed by the Association nor shall any tenant have any voting rights in the Association.

RESALE/RENTAL AND REAL ESTATE PROFESSIONALS

All Owners are responsible for assuring that any real estate professional(s) retained to assist an Owner with the sale or lease of its Condominium is fully aware of, and comply with the terms of this Residential Handbook and other Governing Documents. The following phrase shall be included in any listing agreement: "This agency relationship may be immediately terminated if the undersigned real estate professional violates the Rules and Regulations of the Handbook of Smart Corner or other provisions of Governing Documents of Smart Corner Owners Association."

Any Owner selling/leasing its Condominium must first provide the following information to the General Manager by filling out the necessary form, which are available from the General Manager's office, before any real estate professional(s) may enter the Project in connection with the sale or offering for sale of its Condominium:

1. Contact Information. Name, company, telephone number, cell phone number and email address of the real estate professional(s).

2. Written Notice. A written statement authorizing the real estate professional(s), escrow officer(s), and any other persons assisting the Owner, to receive responses to disclosure requests.

3. Authority to Enter. A list of real estate professionals (alphabetized by last name) who have authority from the Owner to show its Condominium to prospective buyers. Access will be in accordance with Association policies, and access will be denied to anyone not provided on such list.

4. Changes. Written notification to the General Manager of any changes in the Owner's listing agreement with its real estate professional(s) that affects access to the Condominium or the Project.

Except for "designated open houses" authorized through the policy established by the Board, no open houses are permitted at the Project. The Board shall have the right to deny the request for any open house at its sole discretion.

No signs, flags, banners, or the like advertising the sale or lease of a Condominium may be displayed within any Common Area. However, certain signage may be displayed from within a Condominium. Review the signage section of the Architectural Guidelines for more detail.

Upon sale of a Condominium, the name of the purchaser and the purchaser's contact information shall be provided to the General Manager when escrow is opened for the Condominium. Additionally, a copy of the recorded deed must be delivered to the General Manager as soon as it is available. Each new purchaser will be required to attend an orientation session presented by the General Manager prior to moving in.

SIGNS

Owners displaying signs within the Project are subject to the parameters set forth in the Declaration and the Architectural Guidelines.

TRASH DISPOSAL

To ensure the attractive appearance of the Project, all trash or waste must be deposited only in the trash chutes or receptacles maintained for such purposes in the Common Area, Association Property and the Parking Garage. If for any reason the trash chutes are inoperable, trash must be bagged and taken directly to the garbage room located within the Parking Garage. The trash chutes shall be used only between the hours of 7:00 a.m. and 11:00 p.m. There is access to the trash chute on each floor of the Building. Never force the trash chute door to shut. The trash chute door shuts automatically after opening. When depositing items into the trash chutes, please make certain that all hands and fingers are away from the chute door before it closes. Never put your head, arms, hands, etc., inside the trash chute for any reason since another person located above your floor may be depositing trash at the same time. Trash and other debris being sent down the chute are moving at very high speeds and could cause severe injury.

All Residents must comply with the following rules when depositing into the chute:

- a. All refuse deposited into the trash chutes must be securely bagged and sealed.
- b. Only plastic bags are permitted down the trash chutes since paper bags can rip or burst on its way down to the dumpster.
- c. To avoid bags becoming stuck, no trash bag larger than seventeen (17) gallon bags may be sent down the trash chutes.
- d. Open containers such as drink bottles, boxes, unsecured plastic bags, and/or reusable garbage cans are also prohibited.
- e. To avoid obstructing the trash chutes, NO BOXES MAY BE THROWN DOWN THE TRASH CHUTES unless such box is small enough to fit in a normal size trash bag. As a rule of thumb, any box that must be broken down to fit through the trash chute door may NOT be placed down the trash chutes.
- f. All oversized items that do not fit through the trash chute opening must be taken down to the staging area adjacent to the elevator lobby on the ground floor where they will be recycled by staff..
- g. Compacted trash may not be placed in the trash chutes as the velocity and weight of such trash may damage the interior of the trash chutes and other related equipment.
- h. Volatile, flammable or hazardous materials may not be disposed of through the trash chutes.

Take care to ensure your trash or trash bags do not leak or cause any type of damage to the floors in the hallways/corridors or other portions of the Common Area and/or Association Property. Residents are responsible for cleaning up any trash spilled in and/or Association Property and disposing of all trash properly. Any Resident who causes damage or the need for cleanup services from Association personnel will be assessed for such services.

All boxes should be broken down and brought to the staging area adjacent to the elevator lobby on the ground floor where they will be recycled by staff.

Large trash items that will not fit in the trash chute may be taken to the staging area adjacent to the elevator lobby on the ground floor where they will be disposed of by staff. However, very large items such as old furniture, mattresses, etc. must be taken to an off-site disposal facility by the resident since they will not fit in the association's dumpsters.

Medium sized trash items that will not fit in the trash chute, may be disposed of in the black containers located on P3 & P4.

BATTERIES OF ANY TYPE MAY NOT BE DISPOSED OF IN THE TRASH CHUTES OR DUMPSTERS AND MUST BE DISPOSED OF PROPERLY IN ACCORDANCE TO APPLICABLE LAW.

No contractors or other service providers may use the trash chutes or the dumpsters at the Project. All construction materials must be hauled offsite and be properly disposed of on a daily basis. Costs to remove such materials of any contractors or other service providers obtained by a Resident will be charged to such Resident.

RECYCLING

Blue recycling containers are located near the elevator lobby doors on P1, P3 & P4. These containers are for paper, bottles, cans, etc. that are contained in small bags that will fit inside the blue containers. Large items that can be recycled (especially boxes as described above) should be taken to the staging area adjacent to the elevator lobby on the ground floor.

ENFORCEMENT OF GOVERNING DOCUMENTS

All Owners are encouraged to help enforce the CC&Rs and Rules and Regulations. However, since Owners cannot personally enforce all regulations, accurate reporting of a violation is very important. This involves taking of names, dates and times of violations and submitting them to management. If the Owner feels that immediate action is required to prevent injury or property damage then the police should be contacted.

Every Owner has the right to report violations in writing to management. Indications of or actual violations will be brought to the attention of the Owner in writing following the Violation and Fine Procedure provided below. For failure to correct the violation, the Owner could be subject to a fine or special assessment. Further failure to correct the violation may cause legal action to be taken. All expenses incurred by the Association to correct the situation will be billed to the Owner and will be the responsibility of the Owner. The following Violation and Fine Procedure provides the general procedure that will be implemented when a violation is reported. However, depending on the severity or frequency of a violation, the Board has the right to vary from the Violation and Fine Procedure described below and pursue any remedy available to the Board to the fullest extent of the law, including the collection of legal fees incurred in its enforcement.

ACTION PROCEDURES

1. Destruction and Vandalism: Damage will be repaired professionally by authorization of the Board of Directors and will be billed to the responsible Owner.
2. Structural Violations: No structural changes are permitted without prior written approval of the Board of Directors. Violations are subject to a fine and/or removal of the offending alteration by the Association at the Owner's expense.
3. Other Violations: Upon receipt of a complaint, an investigation will follow. Notice of violation will be issued upon verification of a complaint as specified below. If corrective measures are not taken a formal complaint hearing will be set as specified below.

VIOLATION AND FINE PROCEDURE

1. Upon receiving a written complaint (in form of the "Violation Report"), the Board will send the alleged violator a written notice describing the nature of the complaint and as a warning ("First Notice"). Such notice will include a request to immediately rectify the violation and deadline to cure, in addition to any other information the Board determines appropriate.
2. If the violation persists or is repeated, a "Second Notice" will be sent by the Board to the violating Owner.
3. If the violation is not resolved in a timely manner, a "Third Notice" will be sent to the violating Owner requesting such Owner appear in front of the Board. The Third Notice will include the date and time of the hearing. A general overview of the hearing process is provided below:

GENERAL PROCEDURE FOR A HEARING

- a. Introductions and hearing session procedures.
 - b. Statement of violation by acting chairperson.
 - c. Invitee's statement and presentation of oral or written evidence.
 - d. Review of Declaration requirements, Bylaws, and Guidelines of the Association.
 - e. Discussion and questioning of the invitee by the Board.
 - f. Questions and final statement by invitee.
 - g. Owner is thanked for coming and told that they will be notified of the Board's decision within ten (10) business days.
 - h. Board ruling without Owner present.
 - i. Enforcement procedures as applicable.
 - j. Adjournment.
4. After the hearing, the Board will make their determination on what further actions or remedies are appropriate. The Board has the discretion to enforce any remedy available as provided under the Governing Documents and applicable law, including, without limitation, any of the following actions:

- a. Suspend voting privileges
- b. Turn the matter over to the Association's legal counsel for further action pursuant to California Civil Code 5975; and/or
- c. Levy special assessment or fines in the amounts set forth in its fine schedule.

ANY PRIOR LACK OF ENFORCEMENT OF THESE RULES BY THE BOARD SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT TO ENFORCE SUCH RULES IN THE FUTURE. ONLY THE BOARD CAN RESCIND LEGAL FEES OR DIRECT THAT LEGAL FEES NOT BE IMPOSED.

FINE SCHEDULE

Short Term Rentals & Hazardous Activities (risk of harm to person or property)

\$1,000 – first occurrence

\$2,500 – second occurrence plus suspension of amenities for 180 days

\$5,000 – each subsequent occurrence

Nuisance/Noise Issues / Use Restrictions / Vehicle and Parking Restrictions / Unauthorized Alterations to Property / Move-in/Move-out without authorization / Pet Damage and/or defecation in Common Area / Unattended children under the age of 14 in the common area

\$500 – first occurrence

\$1,000 – second occurrence

\$1,500 – each subsequent occurrence

Any other violation of the Bylaws, CC&Rs or Rules & Regulations - \$500

Note: All Fines are on a per occurrence basis and in addition to any assessment levied to reimburse the Association for legal expenses and costs incurred.

FINE ESCALATION

Fines for continuing or repeated violations may be doubled at the discretion of the Board. Four (4) or more violations assessed to a single unit in any six (s) month period may result in an additional fine of up to \$1,000 at the discretion of the Board of Directors.

APPEAL PROCEDURE

Any Owner may appeal any notice of violation to the Board of Directors.

LEGAL ACTION

Legal action may include alternative dispute resolution (mediation or arbitration) or a lawsuit to obtain monetary or injunctive relief.

FEE SCHEDULE

A fee schedule has been adopted by the Board and may be amended from time to time. A copy of the fee schedule is attached to the back of this Residential Handbook in the Miscellaneous Information section.

ELECTION RULES

SMART CORNER OWNERS ASSOCIATION

(Cin. Code § 5105)

These Election Rules have been adopted for the Smart Corner Owners Association (“**Association**”) to govern matters requiring a vote of the Association’s membership. All undefined capitalized terms used in these Election Rules shall have the same meaning as set forth in the Association’s Recorded Declaration of Covenants, Conditions and Restrictions (“**Declaration**”), Bylaws, and applicable Civil Code.

I. ANNUAL MEETING DATE

1.1. **Annual Meeting Date.** The annual meeting of the Members (“**Annual Meeting**”) shall be held in the month of August on a day to be determined by the Board, which day shall not be a legal holiday.

II. QUORUM

2.1. **Quorum.** As provided for in Section 4.9 of the Association’s Bylaws, the presence either in person or by proxy at any meeting of the Members entitled to cast at least twenty-five percent (25%) of the total voting power of the Association shall constitute a quorum for the meeting.

2.2. **Adjournment due to Lack of Quorum.** If a quorum is not present or represented at any meeting, a majority of the Members present in person shall have the power to adjourn the meeting to a date not less than five (5) days and not more than thirty (30) days later, with no notice other than an announcement at the meeting. If a time and place for the reconvened meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the reconvened meeting after adjournment, notice of the time and place of the reconvened meeting shall be given to Members in the manner prescribed for annual meetings. The quorum for the reconvened meeting shall be at least twenty-five percent (25%).

III. EQUAL ACCESS TO MEDIA & COMMON AREA

3.1. **Equal Access to Association Media.** If any candidate or Member advocating a point of view is provided access to Association media, newsletters, or internet websites during a campaign, for purposes that are reasonably related to that election, all candidates and Members, including those not endorsed by the Board shall have equal access to such media, newsletters, or internet for purposes that are reasonably related to the election. The Association shall not edit or redact any content from such communications (except to the extent such content violates any applicable state, federal or local laws) but may include a statement specifying that the candidate or Member, and not the Association, is responsible for the content of such communication.

3.2. **Access to Common Area Meeting Space.** All candidates (including those candidates who are not incumbents) and all Members advocating a point of view (including those not endorsed by the Board) shall have access to the Common Area, at no cost, for purposes reasonably related to the election.

3.3. **Campaigning Conduct.** During campaigning, all candidates shall maintain professional decorum and shall not engage in conduct unbecoming of a Director. This includes, but is not limited to, the dissemination of false information and/or unsubstantiated claims about another candidate and/or Board member, as well as the use of ad hominem attacks, abhorrent language, and racial epithets. The foregoing is not meant to be an exhaustive list.

IV. CANDIDATE QUALIFICATIONS

4.1. **Candidate Qualifications.** Members seeking candidacy for a position on the Board must satisfy all of the following Candidate Qualifications at the time of nomination:

4.1.1. **Record Owner.** The person must be the record owner of a Unit within the Association's development.

4.1.2. **Current in Assessments.** The person must be current in the payment of regular and special assessments owed to the Association. This requirement does not apply in situations where (a) the Association's governing documents do not require sitting Directors to be current in the payment of regular or special assessments, (b) where the person wishing to be a candidate for the Board has paid the regular or special assessment under protest, or (c) where the person wishing to be a candidate for the Board has entered into a payment plan with the Association pursuant to Civil Code § 5665.

4.1.3. **Joint Ownership Interest.** The person, if elected, must not be serving on the Board at the same time as another person who holds a joint ownership interest in the same Unit as the person, and the other person is either a candidate for the current election or is an incumbent director.

4.1.4. **Membership for at Least One (1) Year.** The person must be a Member of the Association for at least one (1) year.

4.1.5. **Past Criminal Convictions.** The person must not have had a past criminal conviction that would, if the person is elected, either prevent the Association from purchasing fidelity bond coverage required by Civil Code § 5806 or terminate the Association's existing fidelity bond coverage. Persons running for the Board shall disclose, at the time of nomination, the existence of any past criminal convictions.

4.2. **Disqualification & IDR.** The Association shall not disqualify a person from nomination if the person has not been provided the opportunity to engage in Internal Dispute Resolution (IDR) with the Association, in accordance with the Association's established IDR Procedures. The Nomination Form may include an offer of IDR to all persons who may be subject to disqualification due to their failure to meet the Candidate Qualifications at the time of nomination.

V. NOMINATION PROCEDURES

5.1. **Notice of Nomination Form & Nomination Deadline.** Not less than thirty (30) days before the nomination deadline, the Association shall provide via general delivery a "**Nomination Form**" that discloses the nomination procedures and nomination deadline. The deadline for submitting a nomination ("**Nomination Deadline**") shall not be less than thirty (30) days before ballots are distributed. The Nomination Form shall be delivered by individual notice pursuant to Civil Code § 4040 if requested by a Member.

5.2. **Nomination Procedures.** Provided that Members seeking candidacy for a position on the Board satisfy the Candidate Qualifications at the time of nomination, such Members may be nominated or nominate themselves by the following procedures:

5.2.1. **Written Nominations.** Candidate nominations must be submitted in writing, via the Nomination Form, to the Association's community manager ("**Manager**") at any time prior to the Nomination Deadline. Failure to submit a Nomination Form to the Manager prior to the Nomination Deadline will result in the candidate's name being omitted from the ballot.

5.2.2. **Qualification of Nominees.** After collecting all properly submitted nominations, the Board, the Manager at the Board's direction, or a Nominating Committee established by the Board, shall:

(1) confirm each nominated person's eligibility under these Rules; (2) confirm or cause to be confirmed each eligible nominee's acceptance of nomination (if nominated by someone other than the nominee); and (3) prepare or cause the preparation of correspondence to any nominee who was disqualified to run for the Board and the reason(s) for that decision.

5.2.3. **Notice of Candidates.** Thereafter, and not less than thirty (30) days prior to the distribution of ballots, the Board shall provide general notice of the following: (1) the list of all candidates that will appear on the ballot ("**Candidate List**"), (2) the date, time and address of where to ballots are to be returned by mail or handed to the Inspector, (3) the date, time and address of the meeting at which ballots will be counted, (4) a statement of each Member's right to verify the accuracy of their individual information on both the Candidate List and the Voter List, and (5) a statement of each Member's right to request individual delivery of the foregoing items. The foregoing shall be delivered by individual notice pursuant to Civil Code § 4040 to any Member requesting individual notice.

5.3. **Floor Nominations.** Notwithstanding the foregoing, nominations may be made from the floor during the Annual Meeting or Special Meeting (or any adjournments thereof). Such nominee(s) must nevertheless meet the Candidate Qualifications.

5.4. **Write-in Candidates.** Write-in candidates are permitted, provided they meet the required Candidate Qualifications.

VI. ASSOCIATION ELECTION MATERIALS

6.1. **Candidate List & Voter List.** The Association shall retain, as association election materials, both a candidate registration list ("**Candidate List**") and voter list ("**Voter List**"). The Voter List shall include the name, voting power, and the physical address of the Member's Unit. The mailing address for the ballot shall be listed on the Voter List if different from the physical address of the Member's Unit.

6.2. **Right to Verify Accuracy of Individual Information.** Members shall be notified of their right to verify the accuracy of their individual information on the Candidate List and Voter List at least thirty (30) days before ballots are distributed. The Association or Member shall report any errors or omissions to the Candidate List or Voter List to the Inspectors who shall make the corrections within two (2) business days.

6.3. **Custody of Election Materials.** The sealed ballots, signed voter envelopes, Voter List, proxies, and Candidate List shall at all times be in the custody and control of the Inspector, or at such location designated by the Inspector, until after the final tabulation of votes, and until the time allowed by Civil Code § 5145 for challenging the election has expired, after which time the custody and control of the ballots shall be transferred to the Association. If there is a recount or other challenge to the election process, the Inspector shall, upon written request, make the ballots available for inspection and review by the requesting Member

VII. INSPECTOR OF ELECTIONS

7.1. **Appointment or Inspector.** The Board shall appoint either one (1) or three (3) independent third parties to serve as the inspector or inspectors of elections (collectively, "**Inspector**").

7.2. **Qualifications of Inspector.** The independent third-party Inspector may be a volunteer poll worker with the county registrar of voters, a licensee of the California Board of Accountancy, or a notary public. An independent third party may be a Member, but may not be a Board member, candidate for the Board, or a person related to a Board member or candidate for the Board. An independent third party may not be a person, business entity, or subdivision of a business entity who is currently employed or under contract to the Association for any compensable services other than serving as Inspector.

7.3. Functions of Inspector. The Inspector shall:

7.3.1. Have the responsibilities described in Civil Code § 5110, or any successor statute, and shall perform their duties impartially, in good faith, to the best of their ability, and as expeditiously as practical.

7.3.2. Deliver, or cause the delivery of, at least thirty (30) days before an election, to each Member the following documents:

A. The ballot or ballots; and
 B. A copy of these Election Rules. For purposes of this subsection, the delivery of these Election Rules may be accomplished by either of the following methods: (i) Posting the Election Rules to an internet website and including the corresponding internet website address on the ballot together with the phrase, in at least 12-point font: “The rules governing this election may be found here:”; or (ii) individual delivery pursuant to Civil Code § 4040.

7.3.3. Receive reports of errors or omissions contained on the Candidate List and Voter List (both defined elsewhere herein) and shall correct said errors within two (2) business days.

7.3.4. If there are three (3) Inspectors, the decision or act of a majority shall be effective in all respects as the decision or act of all Inspectors.

7.3.5. The Inspector shall have the right to appoint and oversee such additional persons as the Inspector deems appropriate to verify signatures and to count and tabulate votes, provided that the persons are independent third parties.

7.3.6. Members requesting a ballot during the Annual Meeting may be required to provide the Inspector with proof of residency (e.g., a utility bill, driver’s license, grant deed).

VIII. SECRET BALLOT PROCEDURE

8.1. **Elections Requiring Secret Ballots.** Pursuant to Civil Code § 5100, the secret ballot procedures contained in these Election Rules shall be utilized for the following matters: (a) elections regarding assessments legally requiring a membership vote; (b) election and removal of directors; (c) amendments to the governing documents legally requiring a membership vote; and (d) grants of exclusive use of common area legally requiring a membership vote.

8.2. **Secret Ballot Requirements.** The secret ballot must satisfy the requirements set forth in the Civil Code and these Election Rules. Ballots shall not identify the voter’s name or Unit number. The ballot itself shall not be signed by the voter. It must be inserted into a sealed envelope. That sealed envelope must then be sealed within a second outer envelope. The outer envelope shall have, in the upper left-hand corner, space for the voter to print and sign the voter’s name and print their address within the Association. The outer envelope is pre-addressed to the Inspector(s) who will be counting the votes. The envelope containing the ballot shall then be hand delivered or mailed as set forth herein. A Member of the Association may request a receipt for delivery.

8.3. **Official Ballots Only.** Only official ballots will be counted. Any unauthorized reproduction of balloting materials, including, but not limited to, the ballot, will render the ballot “unofficial,” and therefore will not be counted. A Member of the Association whose ballot has been disqualified will not be entitled to notification of such action and shall not have the right to cast another vote in the present election. Such disqualified ballots shall not be counted in any subsequent recount or challenge to the election procedures.

IX. VOTING PROCEDURE

9.1. **Eligibility to Vote.** A person is eligible to vote if, at the time ballots are distributed, (i) the person is a Member of the Association, or (ii) the person has a general power of attorney for a Member. Members may cast one (1) ballot per Unit owned by that Member within the Association. If more than one (1) person is the record owner of a Unit, the vote for that Unit shall be decided by said parties between themselves. In the event one or more persons who share ownership of a particular Unit each cast separate ballots, the ballot received first by the Inspector shall be treated as the ballot representing that Unit.

9.2. **Casting of Ballots.** Ballots and related materials required for voting shall be sent to Members at least thirty (30) days, but not more than ninety (90) days, prior to the deadline for voting. Any ballots received after the applicable deadline will be disqualified and will not be counted by the Inspector. A Member whose ballot has been disqualified will not be entitled to notification of such action and shall not have the right to cast another vote in the present election. Such disqualified ballots shall not be counted in any subsequent recount or challenge to the election procedures. Members may cast their ballots by any one (1) of the following methods:

9.2.1. **Return by Mail Prior to Voting Deadline.** Members may mail their ballots to the location designated by the Inspector provided that any ballot so mailed is received no later than the close of business on the date designated for the deadline for voting.

9.2.2. **Physical Delivery Prior to Voting Deadline.** Members may deliver their ballots (or have their ballots delivered) to the location designated by the Inspector no later than the close of business on the date designated for the deadline for voting; or

9.2.3. **Deposit at Ballot Counting Meeting.** Members may deposit their ballots with the Inspector at the meeting in which votes are to be tabulated prior to the time set by the Inspector for the closing of the polls.

9.3. **Ballots are Irrevocable.** Once a ballot is received by the Inspector, it is irrevocable.

X. PROXIES

10.1. **Proxies.** Each Member may vote by proxy. Each proxy shall (a) be in writing, (b) identify the person (the “**Proxyholder**”) authorized to vote on behalf of the Member (the “**Proxygiver**”), (c) state the length of time the proxy is valid, (d) be signed by the Proxygiver, and (e) be filed with the Secretary of the Association. A proxy shall be deemed signed if the Proxygiver’s name is placed on the proxy (whether by manual signature, typewriting, or otherwise) by the Proxygiver or the Proxygiver’s attorney-in-fact. Only Members may serve as Proxyholders.

10.2. **Term & Duration.** No proxy shall be valid after the expiration of eleven (11) months from the date of the proxy unless otherwise provided in the proxy, except that the maximum term of any proxy shall be three (3) years from the date of execution.

10.3. **Validity for Certain Matters.** No proxy shall be valid as to those matters described in Corporations Code § 7613(g) unless it sets forth the general nature of the matter as required by Section 7613(g).

10.4. **Revocability.** A validly executed proxy that does not state that it is irrevocable shall continue in full force and effect unless revoked, prior to receipt of the Proxyholder’s completed ballot by the Inspector, through any of the following methods: (a) the Proxygiver delivering written notice to the Inspector that the proxy has been revoked; (b) a subsequent proxy executed by the Proxygiver; (c) by the Proxygiver’s personal attendance and request to vote at the meeting, prior to the distribution of a ballot to the Proxyholder by the Inspector; or (d) by the Proxygiver’s return of a completed ballot to the Inspector, or (e) written notice of the death or incapacity of the Member received by the Association before the tabulation of votes.

10.5. **Voting Instructions and Choice of Approval/Disapproval.** Any form of proxy distributed by any person to the Members shall afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon, except that a candidate for election as a Director need not be named in the proxy or ballot. The proxy shall provide that where the Member specifies a choice the vote shall be cast in accordance with that choice. If the proxy is to be used in a vote held pursuant to the secret ballot procedure, any instruction to the Proxyholder as to how to cast the Member vote(s) shall be set forth on a separate page and retained by the Proxyholder. A proxy may be revoked as described in California Corporation Code section 7613(g) prior to the receipt of the ballot by the inspectors of elections.

XI. TABULATION OF VOTES

11.1. **Tabulation of Votes.** All votes shall be counted and tabulated by the Inspector(s) in public at a properly noticed meeting of the Board for the Association and/or Members of the Association after the deadline for voting. Any Member of the Association may witness the counting and tabulation of the votes. No person shall open or otherwise review any ballot prior to the time the ballots are counted and tabulated by the Inspector. In an election of directors, the candidate(s) receiving the greatest number of votes shall be elected to office, and the number of candidates elected shall be dependant upon the number of seats open for election.

11.2. **Tie Votes.** In the event of a tie vote among any number of the Candidates, another run-off election of only the candidates involved in the tie shall be held immediately following the announcement of the results. In this case, all Members voting in person and Proxyholders in attendance shall re-register and upon which issued a new ballot marked with the word "RUN-OFF" and showing only the names of the candidates involved in the tie vote. Those voting in person and those holding proxies will then cast their ballots. These Rules shall apply in the run-off election and shall be enforced to the same degree as in any other election. The person receiving the highest number of votes will be elected.

11.3. **Notice of Tabulated Results.** The results of the election, as tabulated by the Inspectors, shall be (a) promptly reported to the current Board, (b) recorded in the minutes of the next meeting of the Board, and (c) be made available for review by Members of the Association. Within fifteen (15) days of the election, the board shall give general notice of the tabulated results of the election.

SMART CORNER ARCHITECTURAL GUIDELINES

ARCHITECTURAL GUIDELINES

INTRODUCTION TO THE ARCHITECTURAL GUIDELINES

These Architectural Guidelines are designed with the goal of maintaining the aesthetic beauty, and preserving the safety, value and desirability of Smart Corner. By adhering to these Architectural Guidelines, which include guidelines and standards for all improvements and sound and noise guidelines, all Owners will benefit from the beauty and enjoyment of Smart Corner.

Prior to making any Improvements to your Residential Unit or any balcony (collectively "Residential Unit"), you must first submit a complete Architectural Application to the Board (or Architectural Committee, if appointed). After receiving written approval from the Board (or Architectural Committee, if appointed) and complying with applicable city/governmental agencies, you may install your Improvements, or undertake your approved action. Please review these "Architectural 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.

It is recommended that you also refer to Article 9 of the Declaration in conjunction with these Architectural Guidelines to insure a complete understanding of the submittal and review process. If at any time you have any questions regarding the review process, please contact the General Manager.

PURPOSE

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

SUBMITTAL OF APPLICATION FOR ARCHITECTURAL APPROVAL

1. Submittal of Application: Prior to the commencement of any addition, alteration, construction work or other Improvements, you must first submit an application to the Board (or Architectural Committee, if appointed) for approval of such work in accordance with the procedures set forth below. The following is intended to describe some of the Improvements which require approval by the Board (or Architectural Committee, if appointed). Even though a proposed Improvement may not be listed below, you should submit an application for your proposed Improvement, unless the Declaration or Architectural Guidelines specifically exempts that particular Improvement from architectural review.

(a) Residential Units. Board (or Architectural Committee, if appointed) approval is required for the following proposed Improvements to Residential Units:

(i) Interior Improvements: All interior Improvements to your Residential Unit which impact or alter any part of the Common Area and any hard surface flooring require the approval of the Board (or Architectural Committee, if appointed). For the purpose of these Architectural Guidelines, the term "Interior Improvements" shall include, but not be limited to:

- Flooring (tile, marble, granite, wood, etc.)
- Moving of non-bearing walls
- Electrical, HVAC/Heat and Plumbing (including fire sprinklers): New installations or changes to any originally installed electrical, HVAC/heating or plumbing of any kind.
- Security system
- Permanent fixtures
- Ceilings and columns

- Any other Improvement (including demising walls) which may impair or alter the structural integrity of the building or the Residential Unit

(ii) Entry Door Hardware: Any hardware on any entry doors.

(b) Balcony. Board (or Architectural Committee, if appointed) approval is required for any permanent installations installed within any Exclusive Use Balcony Area. No changes may be made to any surface materials within the Exclusive Use Balcony Area, which are not owned by the Owner.

2. Failure to Obtain Approval: It is important that you obtain the approvals of the Board (or Architectural Committee, if appointed) so that you are not in violation of the Governing Documents. Please also remember that a building or other permit may be required by the City Building Department, or other governmental agencies prior to the commencement of any work.

3. Combining Two Residential Units: If an Owner desires to combine two (2) Residential Units, the Board (or Architectural Committee, if appointed) shall not grant approval of the removal of a demising wall or floor between two (2) or more adjoining Residential Units which are owned by one (1) Owner unless: (a) outside consultants consisting of both an architect and structural engineer licensed in the State of California have approved the Plans and Specifications for such Improvements, (b) such Improvements do not adversely impact the structural integrity of the Project, do not contain any common utilities, and do not affect any other Residential Units, and (c) the Plans and Specifications are otherwise in conformance with the requirements of the Declaration and these Architectural Guidelines.

4. Approval of Window Coverings and Patio Furniture. The Board will require approval of window coverings and patio furniture only if they deviate from the standards set forth in this Residential Handbook. So long as patio furniture and window coverings meet the requirements set forth in this Residential Handbook, they do not require approval by the Board. If an Owner must submit for Board approval of window coverings or patio furniture which deviates from the standards set forth in this Residential Handbook, the Owner shall submit one (1) copy of a picture showing patio furnishings and/or window covering and samples of proposed fabrics and finishes. In the event the Board determines that any window coverings or patio furniture installed by an Owner does not meet the requirements of this Residential Handbook, the Board shall follow the notice and appeal procedure set forth in the Section of these Architectural Guidelines entitled "Noncompliance Procedures." Additionally, if an Owner is uncertain whether such Owner's window coverings or patio furniture are in consistent with the standards set forth in this Residential Handbook, such Owner may submit a request to the Board for "pre-approval" of any patio furniture by providing one (1) copy of a picture showing such patio furnishings and/or window coverings and samples of proposed fabrics and finishes.

ARCHITECTURAL REVIEW SUBMITTAL REQUIREMENTS

Send requests to:

SMART CORNER OWNERS ASSOCIATION

Attention: CDRT

5473 Kearny Villa Road, Suite 200

San Diego, CA 92123

Email: SDDesignReview.ca@fsresidential.com

ARCHITECTURAL REVIEW PROCESS AND PROCEDURES

1. Application for Approval: All applications for any Improvements requiring approval by the Board (or Architectural Committee, if appointed) must be submitted in writing ("Home Improvement Form"), together with the items described below ("Submittal Package").

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

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

- (a) Home Improvement Form
- (b) 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
- (c) Floor plans, if an Owner is requesting permission to remove or relocate a wall
- (d) Description of materials and colors and material samples
- (e) A proposed construction schedule (including proposed start and completion dates)
- (f) An Application Processing Fee in an amount established by the Board (or Architectural Committee, if appointed) on its fee schedule.
- (g) Certificates of insurance (including contractors exclusions and proof of valid workers compensation insurance). If such items are not available at the time of submittal of the Submittal Package, then such information will be provided to the Association prior to commencement of the work by the Owner.
- (h) Permits and licenses, if applicable and if available. If applicable and if such items are not available at the time of submittal of the Submittal Package, then such information will be provided to the Association prior to commencement of the work by the Owner.
- (i) Names, addresses and phone numbers of all contractors and subcontractors who will work on the project, if available. If such items are not available at the time of submittal of the Submittal Package, then such information will be provided to the Association prior to commencement of the work by the Owner.

The Board (or Architectural Committee, if appointed) will not be able to review your application unless items (a) through (g) listed above are included in your Submittal Package. Items 7 through 9 listed above must be submitted to the Board prior to commencement of work.

4. Submittal Package Review Fees:

- (a) Application Processing Fee: Each Owner must pay an application processing fee in an amount established by the Board or Architectural Committee ("Application Processing Fee"). The Application Processing Fee is payable to the Association.
- (b) 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. Any structural improvements must be approved by a licensed architect, sound engineer and any other person reasonably required to evaluate the design.
- (c) 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 General Manager and you will be required to submit the additional fee(s) within ten (10) calendar days of the request.

5. Review of Application: The General Manager shall, upon behalf of the Board (or Architectural Committee, if appointed), 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 General Manager will forward the Submittal Package to the Board (or Architectural Committee, if appointed). The General Manager 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 (or Architectural Committee, if appointed) 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 (or Architectural Committee, if appointed). The Submittal Package may be deemed complete by the Owner unless the Owner is informed otherwise by the General Manager, within ten (10) calendar days after delivery to the General Manager.

The Board (or Architectural Committee, if appointed) will review the Submittal Package and will provide written notification of approval, approval with conditions, or disapproval of the proposed modifications to the General Manager. The General Manager will then provide written notice of the actions taken by the Board (or Architectural Committee, if appointed) within thirty (30) calendar days but not more than sixty (60) calendar days from the receipt of the Submittal Package along with one (1) set of the Submittal Package, appropriately marked with the Board's (or Architectural Committee's, if appointed) action. If an Owner fails to receive notice of the action by the Board (or Architectural Committee, if appointed) within the sixty (60) day period, then the Owner shall have the right to deliver a reminder notice to the Board (or Architectural Committee, if appointed) and General Manager.

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 (or Architectural Committee, if appointed) 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) calendar days may be required to complete the Board (or Architectural Committee, if appointed)'s review.

6. Diligence in Construction: Upon final approval of the Submittal Package, the Owner shall commence construction within one hundred and eighty (180) calendar days and diligently pursue completion of the construction in conformance with the construction schedule. If the Owner does not commence construction within such one hundred and eighty (180) day time period then the Owner's approvals for such work are subject to renewal by the Board (or Architectural Committee, if applicable).

GENERAL CONDITIONS

Approval by the Architectural Committee or the Board does not constitute waiver of the requirements of any governmental agencies. Architectural approval of plans does not constitute acceptance of any technical or engineering specifications, and the Association assumes no responsibility for such. The function of the Architectural Committee and 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 this Residential Handbook, 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 (or Architectural Committee, if appointed) approval of any Improvements requiring a building permit prior to requesting such permit from the City. If a building permit is required for Owner's work, then a copy of such building permit shall be provided to the Board (or Architectural Committee, if appointed) prior to commencement of the work by the Owner.

2. Damage to Common Area and/or Association Property: An Owner shall be responsible for any damage to the Common Area, Association Property and/or any other Condominium. All applicable charges for restoration will be charged back to the Owner by the Association and are due and payable within thirty (30) calendars 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 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. Zoning. All uses shall be in conformity with the zoning ordinances of the City.

6. Structural Alterations. No structural alterations to the interior of or 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 (or Architectural Committee, if appointed).

7. Mechanic's Liens. No Owner may cause or permit any mechanic's lien to be filed against the Project for labor or materials alleged to have been furnished or delivered to the Project or any Condominium for such Owner, and any Owner who does so shall immediately cause the lien to be discharged within five (5) calendar days after notice to the Owner from the Board. If any Owner fails to remove such mechanic's lien, the Board may discharge the lien and charge the Owner a Special Assessment for such cost of discharge.

8. Concrete Walls or Slabs. No Owner shall drill, penetrate or otherwise tamper with the concrete or other structural components of the Project, including the Exclusive Use Balcony Areas, without the prior written consent of the Board. Even if approved, no such penetration or drilling may exceed the depth restrictions set forth in the Section of these Architectural Guidelines entitled "Sound Attenuation."

REQUIREMENTS FOR CONTRACTORS, SUBCONTRACTORS AND ANY OTHER WORK

1. Insurance and Contractor's License: Each Owner shall ensure that all contractors, subcontractors, or any other person or entity who/which performs work on or within the Project, shall provide proof of a minimum of \$1,000,000 coverage of general liability insurance and workers compensation insurance and proof of 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.

2. Registration of Work: All contractors, subcontractors, or any other persons who perform work on or within the Project, shall provide prior notice to the General Manager. A representative of the General Manager 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.

3. Damage: The Owner will be held liable for any damage caused to the Common Area, Association Property and any Condominium by his/her contractors, subcontractors and/or workers and the Owner will be responsible for any costs of repair incurred by the Association. Any damage must be reported immediately to the General Manager.

4. Protecting Floor Areas and Elevators: The service elevator must be protected with padding during any work by an Owner that could damage the interior of the elevator. The protective coverings must be removed by 5:00 p.m. each day.

5. Trash and Debris: All trash and debris must be carried off-site on a daily basis. Neither the trash rooms in the Parking Garage, nor the trash chutes, may be used for disposing of construction or installation debris. Use of trash facilities in the Project by a contractor will result in a fine against the Owner who hires the offending contractor.

6. 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.

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

8. Working Hours: Working hours for any Improvements are limited to Monday through Friday, 8:00 a.m. to 5:00 p.m. No work is allowed on weekends or on the following holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas Day or as restricted by City ordinance. Workers may access the Project thirty (30) minutes before the applicable "Working Hours," but may not make any disruptive noise until "Working Hours" begin. Painting that does not disrupt others and work that does not create disturbing noise, vibrations or odors is not subject to the "Working Hours" limitation.

9. Conduct by Workers: Workers shall exhibit proper behavior consistent with the terms of this Residential Handbook, and shall show respect toward other Residents of the Project. 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 Association Property. Workers must perform work such as carpet cutting and tile cutting in an area designated by the General Manager. All workers must wear shoes, pants or shorts and shirts with sleeves in the Project at all times.

10. 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 the Association Property or Common Area .

11. 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 c/o the General Manager 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 may not be blocked at any time.

12. 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 Garage or other Common Area or Association Property. The Association is not responsible for the disappearance of any tools, equipment or materials left in the Common Area or Association Property.

13. 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.

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

15. No Access: The Association shall have the right to deny further access to any portion of the Project to any subcontractor for egregious or repetitive violations of the Architectural Guidelines and the Governing Documents.

NONCOMPLIANCE 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 applicable Owner. The violation notice will either (i) specify a time period for the removal of the non-approved Improvement; or (ii) provide what actions must be taken by such Owner to correct the violation or non-compliance in a manner the Board reasonably determines is necessary to cure such violating/non-conforming Improvement. The Residential Unit Owner must, upon receipt of the violation notice, (i) remove; or (ii) implement the actions provided by the Board to cure the non-conforming/violating Improvement, as applicable, 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 fifteen (15) calendar days of the receipt of the notice of violation, the Owner waives 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) calendar day 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 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.

DISAPPROVAL BY THE ARCHITECTURAL COMMITTEE (APPEAL)

If the Architectural Committee is appointed and 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) calendar days following the disapproval decision of the Architectural Committee. Within thirty (30) calendar 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 of the Board shall be binding and final.

INSPECTION AND CORRECTION OF WORK

1. Right of Inspection During Course of Construction: The Architectural Committee, 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 is performed in substantial compliance with the approved Plans and Specifications, the contractor's guidelines and applicable governmental Rules and Regulations. The Board may impose conditions of inspection of the work during certain stages of the work. For instance, the Board may require that the installed sound insulation material be inspected by the Board before installation of the flooring over such insulation material.

The Architectural Committee or 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 Architectural Committee or Board during the daylight hours within forty-eight (48) hours of the request for entry.

2. 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 (or Architectural Committee, if appointed).

3. Inspection: Within a reasonable period thereafter, the Board and the Architectural Committee, or its duly authorized representative, shall have the right to enter into Residential Unit, as provided in Section 9.7 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 or Architectural Committee 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 specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance.

4. Appeal: If an Architectural Committee is selected, an Owner has the right to appeal any decision of the Architectural Committee to the Board as further set forth in Section 9.13 of the Declaration.

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 Rules and Regulations and the other Governing Documents.

DRAINAGE

The installation of any tile or other flooring material on balconies is strictly forbidden as it will interfere with proper drainage.

LIGHTING (EXTERIOR)

No exterior electrical, gas or other artificial exterior lighting shall be installed other than lighting initially installed by Declarant and holiday lights, subject to the restrictions set forth in the Holiday Decorations Section above.

WATER SOFTENER SYSTEMS

No water softener system shall be permitted in any Residential Unit.

WINDOW COVERINGS AND TREATMENTS

The outside facing side of all window coverings installed by an Owner within his or her Unit shall be of a neutral color that is harmonious with the color scheme of the exterior walls of the building. Acceptable window treatments may consist of draperies, shades or shutters. Aluminum foils or other reflective materials, bed sheets, papers, and the like may not be applied to windows, at any time. Except for tinting that is part of the original construction of the Building, window tinting is prohibited. Any window covering which deviates from these requirements will require the approval of the Board.

Care shall be taken in the installation of all window coverings not to cause damage to the window systems within the Building. In particular, all window coverings must be installed without compromising the moisture and air barrier built in the window structure. All screws used to secure window coverings must not penetrate further than the PVC bead. All Owners must take care not to damage the PVC bead in any way, this includes possible damage that may occur if you try to install window coverings that are too heavy to be supported by the window frames. Failure to comply with these restrictions may result in damage to the PVC bead. Owners shall be responsible for all damage caused to the Building as a result of such installation.

PATIO FURNITURE

Any patio furniture placed on a balcony must be of a neutral color and simple print, if applicable, so that such furnishings do not clash with the exterior of the Building. All patio furnishings, including the fabric on cushions, must be maintained in good condition at all times. No tattered materials, overly rusted or obviously damaged furnishings will be permitted. Additionally, to avoid damaging the floor surface of a balcony, the legs of all outdoor furnishings, including tables, must be equipped with protective leg caps or other devices. Absolutely no furniture may be bolted, or otherwise attached to the floor surface, walls, or any other portion of the Exclusive Use Balcony Area.

Any Resident whose patio furniture is inconsistent with the Building's exterior, appears to be in disrepair or in violation of these patio furniture guidelines in any way may be required by the Board to remove or replace such furnishings by the Board upon written notice as provided in these Architectural Guidelines.

The Board also provides samples of the type of patio furniture and/or color schemes that are acceptable and appropriate under these guidelines. Contact the General Manager if you would like to see samples.

STRUCTURAL LOAD CHANGES

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 (or Architectural Committee, if appointed). These items include, without limitation, changes in flooring (e.g., installation of ceramic tile, marble, granite) and the placement of pool tables, pianos, potted plants or trees, and aquariums.

FLOORING

Except for those floors installed by Declarant, no Owner shall install flooring (including without limitation tile or hardwood floors) or replace any flooring unless the prior approval of the Board (or Architectural Committee, if appointed) has been obtained. Any installation of hardwood flooring permitted by the Board (or Architectural Committee, if appointed) 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.

1. Standards. IIC and STC and impact insulation class will be not less than 50 for any flooring upgrades.
2. Noise Transmission. All floor areas within a Residential Unit shall be covered with materials designed to minimize noise transmission. The installation of any flooring material must also include the installation of sound insulation if the Residential Unit is situated on any floor above any other Residential Units or any Common Areas.
3. Other Materials. Hard surface flooring such as tile, marble, slate, etc. may only be installed if it meets the specifications adopted by the Board (or Architectural Committee, if appointed).

ADDITIONAL SUBMITTAL REQUIREMENTS FOR HARD SURFACE FLOORING

The Owner of any Residential Unit wishing to install a hard surface floor must submit to the Board (or Architectural Committee, if appointed) the following:

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

SOUND 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 Owner shall endeavor to minimize any noise transmission from his or her Residential Unit.

1. Penetrations. Except as provided below, no holes or other penetrations shall be made in demising walls (party walls) or ceiling of a Unit without the prior approval of the Board (or Architectural Committee, if appointed).

- a. Non-sound transmitting items such as picture frames, art, window coverings and certain types of furniture that typically are attached to walls or to some portion of a residence, such as a "Murphy Bed," if approved by the Architectural Committee must comply with the following:
 - i. No penetration deeper than 5/8" may be made into the floor surface or the ceiling of a Residential Unit.
 - ii. No penetration deeper than 3/4" may be made into a demising wall of a Residential Unit.

2. Insulation Impact. No modifications shall be made to any Residential Unit that would result in a reduction in the minimum impact insulation class of the Residential Unit.

3. Sound Transmission. Absolutely no sound producing items/objects will be considered by the Architectural Committee. All such items including, without limitation, speakers for music reproduction, television and other audio-visual devices may not be supported from or contact demising walls and shall be elevated from the floor by a proper acoustic platform.

4. Pianos. Pianos shall have at least ½ inch neoprene pads under the supports to minimize vibration transmission into the structure.

5. Other Furniture. All furniture shall contain rubber castors or felt pads to minimize noise and vibration.

SIGNAGE GUIDELINES—RESIDENTIAL UNITS

1. Laws. If permitted by applicable law each Residential Unit may have no more than one (1) for sale or lease sign that is reasonable in size, and shall be of a color and style authorized by the Board.

2. Non-Retail Signs. Each Residential Unit may have non-retail signs permitted by law.

3. Other Signs. Each Residential Unit may have any other sign or display authorized by the Board.

4. Limited to Interior. Any signs allowed hereunder may only be placed on the interior side of window glass within such Owner's Residential Unit.

SMART CORNER

MOVE-IN/MOVE-OUT PROCEDURES

MOVE-IN/MOVE-OUT PROCEDURES

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. 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 which may be obtained from the General Manager prior to your move

RENTED UNITS

If your unit is rented or if you are renting your unit, you must submit a copy of the lease agreement to management prior to the move being scheduled. The lease must contain two statements:

1. That the tenant has received a copy of the Association's CC&Rs and Rules and Regulations and agrees to comply with them.
2. That the lease is subject to the Association's governing documents and that any non-compliance is deemed a default under the terms and conditions of the lease.

An addendum is available from management that addresses both of these statements and is available upon request.

ADDITIONALLY, IF YOUR UNITS IS RENTED OR IF YOU ARE RENTING YOUR UNIT: You must submit evidence of a liability insurance policy and a property policy naming the Association as "additionally insured". The Association's CC&Rs require such insurance to be maintained.

MOVING FEE AND SCHEDULING

Each Owner must schedule their move-in date. For resale or rentals, at the time you schedule your move, you must sign the Move-In Agreement stating that you understand that a **NON-REFUNDABLE FEE TO BE DETERMINED BY THE BOARD** must be delivered to the General Manager five (5) business days prior to the move. In addition, a deposit is required. This deposit is applicable to all damage, repair, cleaning, losses or other liabilities and charges incurred as a result of the move. 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.

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

TIMES YOU MAY MOVE

Move-in/Move-outs will be conducted between 8:00 a.m. and 6:00 p.m. daily, Monday through Saturday, 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 on Sunday. An appointment to schedule a move-in or move-out of the Building must be made five (5) business days in advance of the move to insure access to the elevator within a specific timeframe and day. Please call the General Manager to schedule moves and deliveries. Unscheduled moves will not be allowed to use the elevators.

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 Association. As certain areas must be kept free of parked vehicles it is essential that the arrival time and size of moving vans be confirmed with the General Manager. If you

have any questions or concerns about the size of the vehicle you intend to use, please discuss this matter with the General Manager PRIOR to the day of your move.

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 during your move. Because of this liability, all moving companies obtained by a Resident must carry their own insurance to cover such damage. You or your moving company must deliver a current certificate of liability and workers' compensation insurance, naming the Association as an additional insured, to the General Manager at least two (2) days before your scheduled move. No moving company will be permitted entry into the Project without first providing such certificate of insurance.

If you plan to move from out-of-state, please either use a destination (local) agent for the company or instruct the driver to call the General Manager a minimum of seven (7) calendar days in advance to coordinate the time of arrival and to insure availability of the designated elevator.

Owners who wish to move in without using a professional moving company may do so providing they meet all the requirements of the moving companies, i.e., scheduling the elevator seven (7) calendar days in advance of the move and accompanying the Association's representative on walk-through before and after the move.

An elevator can be reserved for you or your movers for up to an eight (8) hour block of time. In order to allow the elevator to be held to one floor, the mover must register with the General Manager which will provide the mover with a key allowing the mover to take the elevator out of service and a key for the Common Area. These keys must be returned upon completion of the move. Failure to return such keys may entitle the Association to retain the Owner's deposit.

- **THE MOVING COMPANY MUST PROVIDE PROTECTIVE COVERING FOR 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 **Memo To Moving Company Personnel** which may be obtained from the management office so that they have a clear understanding of Smart Corner's 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 it is delivered by the moving company.

Additionally, you are required to obtain the requisite insurance for your Condominium required under the Declaration before your scheduled move-in to cover any damage to the Project that may occur during your move. You will be liable to the Association for any and all damage caused to the Project during your move whether such damage was caused by you or your moving company.

BE SURE YOU KNOW:

1. Your Condominium number.

2. The day, date and the block of time you are assigned for the Move-In/Out and have verified this with your moving company.
3. 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 and elevators.
4. Whether your moving company carries liability insurance and in what amounts.

AFTER MOVING IN

BOXES AND PACKING MATERIALS

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

All trash and debris must be carried off-site on a daily basis by your moving company. The trash dumpsters inside the garage may not be used for disposing of debris. Please contact the On-Site Coordinator 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 the Association remove these items.

DELIVERIES NOT ASSOCIATED WITH A MOVE-IN OR MOVE-OUT

The usage of the freight elevator (#4) for transportation of bulk or oversize items that are not part of a standardized move in/move out is subject to the following rules and procedures.

1. Only the freight elevator (#4) can be used for deliveries of bulk or oversize items.
2. These rules apply to items that include but are not limited to:
 - a. Delivery/Removal of durable goods or household appliances such as washing machine stacks, refrigerators, furniture, oversized waste materials etc.
 - b. Construction material delivery/removal associated with in-unit renovations and improvements such as: lumber, dry-wall, floor tiles, carpeting and tools.
3. The freight elevator must be reserved at least 24 hours in advance and can be reserved in one (1) hour increments from 9am to 5pm Monday through Saturday.
4. There is no fee for reserving the freight elevator for deliveries.
5. Residents reserving the freight elevator are responsible for any damage caused to the Smart Corner Common Areas that result from the delivery.
6. To reserve the freight elevator for a delivery, please contact the on-site coordinator in the lobby office (619-231-7792).
7. Residents wishing to reserve the freight elevator for deliveries are strongly encouraged to first begin the reservation process on the community website at smartcorner.connectresident.com under the Amenities module.
Note: New users must register to use the site.

FUTURE MOVES/LARGE DELIVERIES THAT REQUIRE USE OF THE LOADING DOCK

If at anytime in the future, a Resident would like to use the loading dock to receive large deliveries or for any other reason (such as any item that must be carried by two or more people), contact the General Manager to schedule a time to reserve the loading dock and request a "Move-in/Move-out Agreement" to be filled out. The loading dock may not be used without first making a reservation and delivering a fully executed Move-in/Move-out Agreement at least 24 hours prior to the reserved time.

Depending on the type of items involved in the delivery/move, the General Manager may require a before and after walk-through in the areas of the Project leading to the applicable Condominium. Each Resident is responsible for any damage sustained to any Common Area, Association Property and/or another Condominium caused by its delivery/move. This includes, without limitation, costs to repair/repaint corridor walls, damage to the loading dock, etc. The Association will perform any necessary repairs to the Association Property and/or Common area and charge the applicable Owner.

Although, the Association has no obligation to pursue any costs for damage caused by a Resident's delivery/move from any party other than the applicable Resident, the Resident may be able to make a claim against the delivery/moving company who caused the damage in the amount charged to such Resident by the Association. Thus, it is important each Resident confirms that the delivery/moving company used or any individual involved in the move is properly insured to cover such costs. All Owners are advised that they should ensure their tenants comply with this provision since the Association will charge the applicable Owner of all such costs since a tenant is not a member of the Association and all Owners are responsible for the actions of their tenants.

Each Resident acknowledges and accepts the Association has no obligation to assist any Resident in making such a claim and claims made against a delivery/moving company or any other individual involved in a delivery/move is at each Resident's discretion.

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.

SMART CORNER MOVE-IN/MOVE-OUT AGREEMENT (OWNERS)

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

I have read the Move-In/Move-Out Procedures for Smart Corner located within the Residential Handbook for Smart Corner. 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

Condominium No. _____

Date of Move: _____

Start Time: _____

End Time: _____

IMPORTANT:

A staff member will meet with you at the designated start and end times to conduct pre and post inspections of the common areas and to make appropriate arrangements for your move. It is important that you are present at the time designated to perform the inspections with the staff member. In the event you are not present for the inspections, the staff member will conduct the inspections without you and you may be held responsible for costs associated with the staff's extra time and damages that are noted.

If your start and end times change, you must notify the Association not less than 24 hours in advance. Rescheduling the move all together is subject to the move policy as a whole. The staff member will meet you in the lobby of the building at the designated time. Start and end times are subject to the "Times you may move" section above.

SMART CORNER MEMO TO MOVING COMPANY PERSONNEL

TO: MOVING COMPANY PERSONNEL

FROM: Smart Corner Owners Association

DATE: _____

SUBJECT: MOVE-IN POLICIES OF SMART CORNER

These policies should be reviewed by the Moving Company Supervisor prior to the move. Smart Corner 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 or General Manager 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 Smart Corner, please make note of the following policies. If you have any questions about these, policies, please contact the General Manager prior to the move.

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

Please mail the certificate to:

SMART CORNER OWNERS ASSOCIATION
C/O FirstService Residential
5473 Kearny Villa Road Suite 200
San Diego, CA 92123

The certificate may be faxed to (858) 550-7929

2. A representative of the Association may walk with the moving company supervisor from the point of entry to the Building, to the elevator and to the Owners Condominium. During this initial walkthrough, any existing damage may 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 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 association'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 Saturday ONLY. No moves are allowed on Sundays and certain holidays.

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

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

MOVING PROCEDURES ACKNOWLEDGMENT FORM (MOVING COMPANY)

I have read, understand and agreed to fully comply with the Move-In/Out Policies of Smart Corner. Without limiting the foregoing, I agree that the company specified below will (a) be required to register with the General Manager and provide certificates of insurance prior to any Move-In or Move-Out, (b) park in the designated parking area, (c) be required to return any keys provided by the General Manager or homeowner, and (d) be responsible for any damage caused to the Project as a result of the move. I further acknowledge that the General Manager 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 General Manager prior to any move-in or move-out.

Signature of Moving Company Supervisor

Date

Moving Company Name

Resident's Name

Condominium #

MOVING & RESERVATION REQUIREMENTS

CHECKLIST

1. Copy of the lease agreement (if the unit is rented) ☐
 - i. Certain information may be whited-out to protect privacy but the lease is necessary.
2. Lease contains language required under the “rented units” section. ☐
 - i. If not, the lease addendum (or similar) must be submitted ☐
 - ii. * NOTE, the California Association of Realtors standard lease form contains the necessary language. Just check to be sure the boxed where the language is shown, are initialed/checked.
3. Evidence of property and liability insurance for unit (should name Association as additionally insured) ☐
4. Fee ☐
5. Deposit ☐
6. Agreement Form, Completed ☐
7. Moving Company Acknowledgement Form, completed (if using moving company) ☐
8. Insurance certificate (if using moving company) (should name Association as additionally insured) ☐

SMART CORNER FORMS

SMART CORNER NOTICE OF COMPLETION OF APPROVED IMPROVEMENTS

Notice is hereby given that _____, the Owner(s) of Condominium No. _____ ("Property"), at Smart Corner located in San Diego, California, has completed the construction/installation of the Improvement(s) on the Property was COMPLETED on _____, 20__ in accordance with the Architectural Committee's written approval of the above Owner's submittal package approved on _____, as file _____.

OWNER:

Name

Signature

Date

Name

Signature

Date

SMART CORNER CONDOMINIUM RENTAL FORM

RE: Condominium(s) #: _____

In accordance with Section 7.1.3 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Smart Corner ("Declaration") Owner is intending to lease the Owner's Condominium subject to the terms and conditions of the Declaration.

Owner is to provide a copy of the Governing Documents to the tenant prior to the leasing of Owner's Condominium(s). Any lease or rental agreement must be in writing between the parties and must state that the lease/rental agreement is subject to the Governing Documents. Failure by the Owner to provide such Governing Documents shall be a breach under the Declaration.

Pursuant to the requirements of Section 7.1.3 of the Declaration, Owner hereby provides the names and contact information for Owner's Lessees to the Association.

AGREED & ACCEPTED:

Condominium Owner:

Tenant:

Name: _____

Name: _____

Mailing Address: _____

Mailing Address: _____

Date: _____

Date: _____

Effective Date of Lease: _____

Phone Number: _____

Email: _____

Tenant Vehicle Information

Car Make: _____

Car Model: _____

License Plate: _____

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

SMART CORNER VIOLATION REPORT

There must be at least one signature from an Owner/Member of the Association to pursue a violation against another Owner or tenant. Please provide a brief description of the violation and be as specific as possible with enough detail so that the Board can take the appropriate actions required under the circumstances.

REPORT FILED BY:

Name: _____

Name: _____

Condominium #: _____

Condominium #: _____

Phone: _____ Date: _____

Phone: _____ Date: _____

Signature: _____

Signature: _____

ALLEGED VIOLATOR INFORMATION:

Name (if known): _____ Condominium#: _____ Phone #: _____

Description of alleged violation:

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

Date(s) and approximate time(s) the alleged violation has occurred or occurs:

How often has the alleged violation occurred (as of the date this Violation Report is being filled out):

SMART CORNER SALE/LEASE/EXCHANGE OF PARKING OR STORAGE SPACE

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

Owner: _____
 Owner: _____
 Condominium No.: _____
 Action: _____ (sale, lease or exchange)
 Assigned Parking Space No.: _____
 Assigned Storage Space No.: _____

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

Owner: _____
 Owner: _____
 Condominium No.: _____
 Action: _____ (purchase, lease or exchange)
 Assigned Parking Space No.: _____
 Assigned Storage Space No.: _____

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

The above named Owners/Residents acknowledge and agree that only Residents of Smart Corner have rights to use an Assigned Parking or Storage Space. As such, the right to use a Parking Space or Storage Space cannot be separated from residency at Smart Corner.

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

Signature: _____ Condominium #: _____ Date: _____

Print Name: _____

Signature: _____ Condominium #: _____ Date: _____

Print Name: _____

Signature: _____ Condominium #: _____ Date: _____

Print Name: _____

Signature: _____ Condominium #: _____ Date: _____

Print Name: _____

SMART CORNER MISCELLANEOUS INFORMATION

SMART CORNER PACKAGE PICK UP POLICY

1. Oversized packages. Packages weighing more than 30 pounds or larger than 8 cubic feet, or 24" x 24" x 24", tires, auto parts, furniture or business supplies will not be accepted by the Smart Corner Owners' Association office from parcel delivery.
2. No Delivery. Building personnel cannot deliver packages or accompany a delivery person to open the door for delivery to individual Residential Condominiums.
3. Holding Packages. Packages will be held in the office no longer than 7 business days, after the recipient has been notified, after which time they will be sent back to the delivery office.
4. Residents Only. No package will be accepted if the name of the recipient is not posted on the resident list, unless prior arrangement has been made with the office of the Smart Corner Owners' Association office.

***In summary, for BIG packages, as defined above, residents need to be at home to take delivery, or find someone who can accept delivery for them. The rules as stated above reflect the realistic limitations of what the staff can handle.*

SMART CORNER FEE SCHEDULE

This fee schedule is a policy of the Board and is subject to change from time to time. The fee schedule is not a rule but rather is included in this packet as a courtesy to the membership.

1. Architectural application processing fee.....	\$100.00
2. Move processing fee.....	\$50.00
3. Move in deposit.....	\$250.00
4. Unreserved moves.....	\$500.00
5. Key fob replacement.....	\$50.00
6. Christmas tree removal.....	\$250.00
7. Parking card replacement.....	\$50.00

***All fees and/or items provided in this fee schedule may be amended from time to time in accordance with the Declaration.*

EARTHQUAKE PREPAREDNESS GUIDE

For those of us living in California, the need to be prepared for earthquakes is vital. Preparedness ensures that if disaster occurs, people are ready to get through it safely, and respond to it effectively. Whether you're an individual citizen, a volunteer group, or a government agency, preparedness means figuring out what you'll do if essential services break down, developing a plan for contingencies, and practicing a plan. These suggested precautions and preparations are provided for your information and assistance, but does not impose any liability on the Association, General Manager or Seller. You should make your own assessment of whether these procedures are adequate for you.

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

BE INFORMED

- ☐ Everyone should be familiar with the location and operation of each main utility service of their building
- ☐ Main gas meter shut-off valve (place a wrench nearby)
- ☐ Main water valve
- ☐ Electrical panel in your Residential Condominium
- ☐ 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 Residential Condominium 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

- ☐ 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)
- ☐ Your vehicle (it may be a good idea to store some of these items in your vehicle)

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 Residential Condominium, and shut off the gas at the valve. Call SDG&E at 1-800-611-SDGE (7343) to report gas leak
- ☐ Fire place
- ☐ Stove area
- ☐ Ask your neighbor
- ☐ 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 Building for safety
- ☐ If there is damage to the 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. Call 1-800-611-SDGE (7343) to report downed or damaged power lines.

SDG&E is committed to providing safe, reliable energy and exceptional customer service. For more information, please call SDG&E at 1-800-611-SDGE (7343) or visit their Web site at www.sdge.com.

FIRE AND CRISIS EMERGENCY PROCEDURES

Smart Corner is designed and operated so that the San Diego Fire-Rescue Department ("Fire Department") is completely capable of responding to any rescue, life or property threatening incident.

Arrival by the department would begin and the concierge desk directly centered at the main drive curve just past the security guard house where fire emergency vehicles can park. The Smart Corner concierge has been trained to immediately be prepared to hand over the elevator keys that call the elevators to floor one upon any Fire Department vehicle arrival or rescue vehicle arrival. The Fire Department is authorized to utilize available association staff and staff knowledge as available for questions and directions/assistance needed by the Fire Department.

In the event of a fire alarm, staff will meet at the security guard house at the entrance for a staff count. Then staff will be assigned by the General Manager (_____ at _____) or the Fire Department to an entrance point to keep anyone from entering the Towers at this point in time.

It is very important to note that Smart Corner has an emergency water supply on-site. There are three first aid supply areas and 24 hour and 7 day per week security staff on-site with and held radios including a building land telephone line.

Smart Corner has its own generator to maintain minimal lighting and the operation of the elevators. However, in the event that there is an earthquake with sufficient magnitude to disrupt the operation of the elevators, the elevators cannot be operated or opened until a certified elevator technician releases them (We advise all Residents to have sufficient supplies in their unit to sustain them for three to five days or until the elevators are operational).

Similarly, in the event of a fire, the elevators would descend to the first floor, the doors would open and they would not be operational until released by the Fire Department. **In the event of a fire, Residents on the affected floor would move to the end of the hall as far from the fire as possible and wait there for assistance. The Fire Department would release the elevators and escort Residents from the Building. All Condominium doors and fire doors have a one hour fire rating.**

The Fire Department can over-ride the elevators. In an earthquake, a certified conveyance operator would release the elevator and in a fire, the Fire Department would release the elevator.