



RESIDENTIAL HANDBOOK

Adopted on 11/26/2008

Revised on 11/30/10

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION	1
VUE HOMEOWNERS' ASSOCIATION	2
COOPERATION.....	2
MAINTENANCE AND INSPECTION OBLIGATIONS.....	2
SEVERABILITY.....	2
RESIDENTIAL GUIDELINES	3
INTRODUCTION.....	4
ACTIVITIES WITHIN THE COMMON AREAS	4
ACCESS PROCEDURES AND SECURITY	5
ONSITE PERSONNEL.....	6
CONDUCT AFFECTING INSURANCE	6
CONDOMINIUM UNITS.....	6
ANIMALS	9
ELEVATOR USE.....	10
FIRE SAFETY DEVICES	10
GARAGE AND PARKING GUIDELINES	11
OFFENSIVE CONDUCT & NUISANCES	12
HOLIDAY DECORATIONS.....	13
RENTAL OF CONDOMINIUMS	13
SIGNS	14
TRASH DISPOSAL	14
WATER DAMAGE.....	15
SWIMMING POOL & SPA	15
GYM.....	17
COMMUNITY ROOM.....	17
ROOFTOP TERRACE & BARBECUE AREA.....	18
BUSINESS CENTER.....	18
ENFORCEMENT OF GOVERNING DOCUMENTS.....	19
COMMUNITY GUIDELINES BASICS.....	19
ELECTION PROCEDURES.....	20
INTRODUCTIONS.....	21
MEMBERSHIP MEETINGS	21
CANDIDATES.....	21
INSPECTORS OF ELECTION.....	23
ISSUANCE OF BALLOTS.....	23
ISSUANCE OF PROXIES.....	25
REGISTRATION	25
DETERMINATION OF QUORUM.....	26
ADJOURNED MEETING - ISSUANCE OF BALLOTS	26
COUNTING & TABULATION OF BALLOTS.....	26
ANNOUNCEMENT OF RESULTS.....	27
TIE VOTES	27
RECOUNTS & ELECTION CHALLENGES	27
ARCHITECTURAL GUIDELINES	28
INTRODUCTION TO THE ARCHITECTURAL GUIDELINES.....	29
PURPOSE.....	29
SUBMITTAL OF APPLICATION FOR ARCHITECTURAL APPROVAL	29

ARCHITECTURAL REVIEW SUBMITTAL REQUIREMENTS 32

ARCHITECTURAL REVIEW PROCESS AND PROCEDURES 32

GENERAL CONDITIONS 34

REQUIREMENTS FOR CONTRACTORS, SUBCONTRACTORS AND ANY OTHER WORK ... 35

COMPLIANCE WITH REQUIRED PROCEDURES 37

DISAPPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE (APPEAL) 37

INSPECTION AND CORRECTION OF WORK 37

ARCHITECTURAL GUIDELINES 38

HOME IMPROVEMENT AGREEMENT 47

HOME IMPROVEMENT FORM 50

NOTICE OF COMPLETION FORM 53

MOVE IN/OUT PROCEDURE 54

MOVE-IN/OUT PROCEDURE 55

PRIOR TO YOUR MOVE 55

MOVING FEE AND SCHEDULING 55

TIMES YOU MAY MOVE 55

PARKING 55

INITIAL MOVE-IN 56

SUGGESTIONS FOR MOVING PREPARATION 56

AFTER MOVING IN 56

OWNERS MOVE-IN/MOVE-OUT AGREEMENT 58

MEMO TO MOVING COMPANY PERSONNEL 59

MOVING COMPANY MOVE-IN/MOVE-OUT PROCEDURES ACKNOWLEDGMENT FORM 61

FORMS 62

SALE/LEASE/EXCHANGE OF PARKING OR STORAGE SPACE 63

WAIVER OF LIABILITY FORM 64

REQUEST FOR DISABLED PARKING SPACE FORM 65

RECREATIONAL FACILITIES INFORMATION 66

RECREATIONAL FACILITIES RESERVATION AGREEMENT AND APPLICATION 72

CONDOMINIUM RENTAL FORM 84

RESIDENTIAL OWNER/TENANT INFORMATION FORM 85

OWNER/TENANT CHANGE OF INFORMATION FORM 86

VIOLATION REPORT FORM 87

PACKAGE ACCEPTANCE POLICY AND FORM 88

SATELLITE DISH AND ANTENNA POLICY AND APPLICATION 89

VEHICLE REGISTRATION FORM 91

ENTRY RELEASE FORM 92

MEMBERSHIP LIST OPT OUT FORM 93

PET REGISTRATION FORM 94

BICYCLE REGISTRATION FORM 95

WAIVER & RELEASE FORM ASSOCIATION'S MAINTENANCE OF UNIT KEY 96

ASSOCIATION POLICIES & MISCELLANEOUS INFORMATION .97

ASSESSMENT COLLECTION POLICY 98

ALTERNATIVE AND INTERNAL DISPUTE RESOLUTION 102

ENFORCEMENT & FINE POLICY 105

POLICY STATEMENT FOR OPEN FORUM AND BOARD MEETING CONDUCT 110

NUISANCE AND NOISE POLICY 111

EARTHQUAKE PREPAREDNESS GUIDE 112

MOLD INFORMATION & PREVENTION 114

MOLD INFORMATION SHEET 116

USEFUL PUBLICATIONS 121

FEE SCHEDULE 122

INTRODUCTION

Welcome to Vue!

Vue is a high-rise condominium community in a unique location surrounded by the beautiful waterfront view of San Pedro with a variety of amenities for the residents of the community. Because attached living is a unique experience that relies on the mutual cooperation of all to be successful, Vue Homeowners' Association ("Association") created this Residential Handbook. Inside you'll find practical rules, regulations and guidelines that are intended to help foster a harmonious, enjoyable and safe environment for all residents of the Vue community.

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

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

Bear in mind that the rules and guidelines established in this Residential Handbook are in addition to and supplement the Association's Declaration of Covenants, Conditions and Restrictions of Vue ("Declaration") and the Association's Articles of Incorporation and Bylaws. These documents (referred to collectively as "the Governing Documents") establish and govern the Association and the Community. The Board of Directors has the power to revise the rules, regulations, guidelines, policies and procedures set forth in this Residential Handbook from time to time. If you would like to contribute suggestions for this Residential Handbook, please submit them to Management for consideration by the Board.

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

VUE HOMEOWNERS' ASSOCIATION
c/o Management Office
255 W 5th Street
San Pedro, CA 90731-3303
(310) 519 – 1553

If you want to make any modifications to the interior or exterior of your Unit, including Exclusive Use Common Areas, a request must be submitted to Management in writing for approval by the Architectural Control 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.

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.



VUE HOMEOWNERS ASSOCIATION

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

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

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

To report problems related to the Association Property or Common Area (such as landscape, sewer, gym, lighting, pool and other amenities, street problems, etc.), please contact Management.

COOPERATION

As an attached living community, Vue is a unique living environment that calls for mutual cooperation, common sense and consideration of neighbors. To facilitate harmony within the community, all residents and their guests must comply with the rules and guidelines set forth in this Residential Handbook and the Governing Documents. If you believe that a rule or restriction is unfair, you may provide feedback to the Board during any open forums, submit feedback in written form to Management, and participate in a committee appointed by the Board or run for a Board of Director's seat.

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

MAINTENANCE AND INSPECTION OBLIGATIONS

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

SEVERABILITY

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



RESIDENTIAL GUIDELINES

RESIDENTIAL GUIDELINES*

INTRODUCTION

The Residential Guidelines established for the Vue Homeowners' Association are intended to foster an environment of neighborliness, consideration and cooperation. These Residential Guidelines constitute Association Rules contemplated by the Declaration. All Owners, residents and their guests are required to follow these Guidelines as a means of acting on behalf of the greater good of the community and its well being. The Board has adopted these Guidelines, in addition to the provisions of the Declaration and the Bylaws.

As a point of clarification, all references below to Common Areas and Association property include, but are not limited to, elevators, lobby, the pool/spa area, gym, rooftop terrace, barbecue area, community landscaped areas and the parking garage.

ACTIVITIES WITHIN THE COMMON AREAS

It cannot be stressed enough that all Owners and their tenants 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 Vue.

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. **BETWEEN THE HOURS OF 10 P.M. AND 8A.M., THE VOLUME MUST BE SIGNIFICANTLY REDUCED TO KEEP FROM DISTURBING OTHER RESIDENTS.**
2. Damage Caused by Owner. Please take due care when using the Common Area. Owners may be liable to the Association for costs of repairs and/or replacement for any damage to the building, recreational facilities, equipment, or any other Association property or Common Area, caused by such Owners, their residents, tenants/lessees, guests, employees or contractors. No Owner may store or place anything in the Common Area.
3. No Obstruction. Obstruction of the corridors, lobbies, or entranceways throughout the property is not permitted. The Association will not be responsible for any damage to, or loss of, any personal property left in any Common Area.
4. Waste. To ensure the attractive appearance of the community, all trash or waste must be deposited only in the chutes or receptacles maintained in the Common Area.
5. Antennas and Signs. Owners shall only have the right to install antennae and signs in accordance with the provisions of the Declaration, Architectural Guidelines, and Satellite Dish and Antenna Policy (attached). For purposes of the sale of a Condominium within the building, signs indicating an open house are strictly prohibited in the Common Area.
6. Association Property. Each Owner benefits from the equipment and furnishings located in the Common Areas. These items belong to the Association and therefore are

* Section 5.1.6 of the Declaration provides the Board with the power to adopt, amend and repeal these Residential Guidelines as it deems reasonable. Section 5.1.7 of the Declaration provides the Association with the right to enforce these Rules and Regulations. In the event of any conflict between these Guidelines and the Declaration or Bylaws, the provisions of the Declaration or Bylaws (whichever applies) shall prevail.



considered Association property. Owners may not borrow or remove any equipment or property belonging to the Association.

7. Solicitation. Owners 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 Project or resident cars. This includes door-to-door solicitation, electioneering, etc.
8. Skateboards. Riding skateboards, scooters, bicycles, roller blades or other recreational wheeled vehicle is not allowed in any interior or exterior portion of the Project, including the parking garage.
9. Smoking. Smoking is not allowed in any Common Area, including the pool and spa area, the gym, the rooftop terrace and barbecue area, building corridors and elevators, and lobby. Nothing in these guidelines shall be construed to prohibit smoking within Exclusive Use Common Areas, such as the balcony, unless otherwise prohibited by law or deemed to be a nuisance as prohibited in the Declaration.
10. Emergencies. Should an emergency situation occur, the building personnel and all other types of emergency personnel shall have authorization to enter your Unit and/or Storage Space to affect immediate cure, in some cases by forcible entry. Any person entering upon a Unit to affect such cure shall be subject to no liability to the Owner or Occupant and no trespass or other wrongful act shall be deemed to have been committed by reason of such entry or curing.
11. Outside Drying or Laundering. Exterior clotheslines shall not be erected or maintained or hung on balconies or railings within the Community. Exterior drying or laundering of clothes, towels or any other items on any Exclusive Use Association Property or Association Property is also not permitted.

ACCESS PROCEDURES

Vue is equipped with controlled access doors and locking mechanisms, fire monitoring and fire-life systems and related building improvements. A key FOB system allows Owners to access certain portions of the Common Area, including gates, recreation facilities (pool and gym) and the parking garage. 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 Owners in order to prevent accidents, unauthorized access and failure of these systems. Please report any observed condition and violations promptly to Management or the front desk.

All Owners and their guests and tenants are responsible for ensuring that all entry/exit gates and doors to the community and storage areas are closed and in a secure, locked position at all times. Forcing gates apart is prohibited. Contractors or any other persons are not allowed to keep gates propped open even for very short periods of time.

An access device shall control vehicular access to the parking garage. All Owners, will be assigned and issued two (2) remote control access devices at the time of move-in by the Association. There is a charge, as set forth on the current Fee Schedule which is available from Management, for the replacement of each remote control that is lost.

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

Owners and occupants of a Condominium, and their respective guests and invitees, are responsible for their own personal safety and the security of their property within the Project. Neither the Association, Developer nor Declarant shall in any way be considered an insurer or guarantor of safety or security



within the Project, nor shall such parties be held liable for any such loss or damage. No representation or warranty is made that any systems or measures, including any mechanism, gate, or other system for limiting access to the Project, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended.

ONSITE PERSONNEL

There shall be a front desk associate from the hours of 7:00 am to 11:00 pm and during the hours of 11:00 pm to 7:00 am there will be a roving security patrol seven (7) days a week. Vue will also have an on-site General Manager, an on-site Engineer five (5) days a week to help facilitate the day-to-day operations of the community.

CONDUCT AFFECTING INSURANCE

Owners shall not do or keep anything in any Unit, Exclusive Use Area, the Common Area or the Project 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 may be personally liable for the cost of the additional insurance premiums.

Please refer to Article 14 of the Declaration for information regarding Association and Owner insurance requirements. If you have further questions, please contact Management or your insurance agent.

CONDOMINIUM UNITS

1. Residential Use. No Condominium shall be occupied and used except for residential purposes by the Owners, their tenants, and social guests, and no trade or business shall be conducted. Refer to Section 12.1.1 and 12.1.2 of the Declaration for more information regarding the types of uses that are considered to be residential.
2. Balcony and Patios. Exclusive Use Balcony/Patio 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. Balconies and Patios are also subject to the restrictions found in Section 12.1.13 of the Declaration and the following additional restrictions:
 - a) Owners shall not change or alter the surface of any Exclusive Use Balcony and/or Patio Area.
 - b) The installation of any tiles or flooring material on the balconies and patios is strictly forbidden as it will alter drainage patterns. Carpet, artificial turf or other material that can trap water next to the surface of the balcony and/or patio, is also prohibited. Owners shall use all due care to prevent puncture of the water-proofing material on the balconies and/or patios.
 - c) Existing drainage patterns on balconies and or patios must be maintained and all drainage systems must be kept free of debris and free flowing. Changing the drainage pattern may cause damage to the community's buildings and structures.
 - d) Potted plants must have a tray placed underneath the pot to prevent water spillage onto the balcony and/or patio. Such trays, and any other device designed to hold water, must be raised above the surface of the balcony and/or patio in order to allow sufficient air flow beneath such tray or device. When watering such plants, it must



not be in a manner that causes water to encroach on balconies and/or patios appurtenant to other Units.

- e) Potted plants shall not be placed in a position on any balcony which will block any drains or obstruct drainage patterns.
- f) No exterior electrical, gas or other artificial exterior lighting shall be installed (including holiday lights), other than lighting initially installed by Declarant.
- g) No hanging screens, linens, blankets, rugs, towels, swimsuits, banners, wind chimes, plants or other objects may be hung from a balcony and/or patio or railing, except as permitted by the Board.
- h) Owners shall not use any balcony and/or patio for storage purposes, including, without limitation, the storage of bicycles, surfboards, barbeques appliances and unapproved furniture.
- i) Owners shall use due care when cleaning their balconies and/or patios. Balcony and patio surfaces shall be mopped or cleaned in such a manner as to not cause any water to extend beyond the boundaries of the balcony and/or patio.
- j) No improvements shall be nailed, bolted, or otherwise attached to the floor, walls, or any portion of a balcony and/or patio.
- k) Any furniture, furnishings, plants and other materials kept or stored on any balcony and/or patio shall be of a neutral color that is harmonious with the color scheme of the exterior walls of the building and approved by the Board in writing or unless expressly permitted herein and shall not extend beyond the height of the balcony and/or patio railing. Patio furniture and other similar outdoor furnishings must be in good condition. These furnishings must be equipped with protective leg caps or other devices to prevent damage to the floor of the Exclusive Use Common Area Balcony and/or Patio. Additionally, none of these furnishings or other improvement shall be nailed, bolted, or otherwise attached to the floor, walls, or any other portion of the Exclusive Use Common Area Balcony and/or Patio.
- l) Vegetation that extends beyond the railings, fences, walls and/or other boundaries of an Exclusive Use Common Area Balcony is prohibited. Saucers to catch the water must be placed under all potted plants to protect the balcony flooring. Flower boxes on balcony ledges are also prohibited.
- m) No pets shall be left unattended on balconies and/or patios.
- n) Installation of any outdoor speakers that may cause noise to interfere with the quiet enjoyment of Owners and occupants of the Project is prohibited.
- o) Balcony enclosures are prohibited. Awnings and patio covers are also prohibited.
- p) No barbeques shall be allowed in any Exclusive Use Common Area Balcony and/or Patio or any portion of the community except for previously installed barbeques by the Declarant.
- q) No exterior roof mounted mechanical equipment, poles or masts shall be constructed on or attached to or erected or maintained on any Unit or balcony/patio area. No temporary or permanent basketball standard or backboard, or other sports apparatus shall be constructed, erected, installed or maintained on any Unit or balcony area, or on any portion of the Project.



3. Alarms. Any alarm installed or connected in a Unit shall be the type of alarm which is monitored by a certified alarm company. Residents may not pierce the Common Area on any wall, ceiling or floor (separating one Unit from another or from Common Area) without the prior written approval of the Board or Architectural Control Committee.
4. Speakers. To help to ensure everyone's quiet enjoyment of their residence, wall and ceiling mounted music, television or surround sound systems, including, but not limited to, wall mounted speakers or other audiovisual devices are not permitted to be supported by or come into contact with demising walls. 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 Common Area Balcony and/or Patio, the Association will provide window cleaning services for the exterior window surfaces that cannot be reached by Owners of a Unit. Each Owner of a Unit must cooperate with the Association to provide access for such window cleaning. The Association will provide reasonable advance notice to Owners of scheduled window cleaning dates.
6. Waterbeds. Waterbeds shall not be permitted in any Unit. Each Owner acknowledges that substantial damage to other Units and/or Common Area may occur as a result of a violation of this restriction and that the Owner causing such damage would be responsible for all damage.
7. Aquariums. Aquariums holding more than 30 gallons of water shall not be permitted in any Unit. Each Owner acknowledges that substantial damage to other Units and/or Common Area may occur from a leaking or broken aquarium and that the Owner 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. Owners shall not attach to the walls or ceilings of any Unit any fixtures or equipment which will cause vibrations or noise or unreasonable annoyance or damage to the Owners of the other Units or to the Common Area.
10. Storage. Owners of Units who have been assigned the exclusive right to use a Storage Space located within the PV Level shall use the storage space for the storage of seldom-used household and personal items. The 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 personal Storage Space. Storage in this Storage Space is strictly at resident's sole risk.
 - a) Gas-powered machines, firearms, fuel tanks, explosives and/or flammable and hazardous material are prohibited inside the Storage Space.
 - b) Items of personal property may not be stored in the parking garage
 - c) No devices may be connected to electrical outlets.
 - d) The Association and/or Management shall have the right to enter the Storage Space for the purpose of addressing an emergency.
 - e) The storage areas 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, and the Association shall not be responsible for such damage.

- f) The right to use a Storage Space may be exchanged or leased to other Owners in the community. Any exchange or lease cannot create the right to use Storage Space by a non-resident. You must submit proof of Ownership and a Lease/Exchange of Parking or Storage Space to Management prior to transferring your Storage Space to another resident. The Lease/Exchange of a Parking Space or Storage Space form can be found in the "Forms" section of this Residential Handbook, and a copy can be obtained from Management.
- g) An Owner shall not modify the structure of the Storage Space or modify any electrical components in the Storage Space.

ANIMALS

1. All Owners must comply with City and County laws and regulations with regard to control and health of pets. All dogs and cats shall have a current license and identification tag. Loose, unattended dogs, cats or other animals without a license or identification tag may be reported to the local Animal Control for pickup.
2. Guests and residents shall not be allowed to bring animals onto the Common Area at any time.
3. Pets may only be transported via the freight elevator and may only exit/enter through the ground floor of the building. Pets are prohibited in standard elevators at all times. Should the freight elevator not respond to being called, the resident must use the stairs or contact the front desk to be escorted to the ground level.
4. Each Unit may have a maximum of two (2) dogs or two (2) cats or a combination thereof but not to exceed a maximum of two (2). Fish in aquariums holding no more than thirty (30) gallons of water, birds inside birdcages, and domestic reptiles and rodents kept within appropriate enclosures may also be kept as household pets, so long as they do not result in unreasonable annoyance and are not obnoxious to other residents. No livestock or poultry shall be kept, maintained or bred in any condominium or elsewhere within the community.
5. Pets must be kept in a container or on a leash held by a person capable of controlling the animal in any Common Area at all times. Pets must be under the Owner's control when outside living enclosures.
6. Fecal waste deposits made by pets on any Common Area, including landscaped areas, must be promptly cleaned up by the Owner of the pet. Waste must be put in a tightly sealed plastic bag before being disposed of. Any damage caused by a pet shall be repaired/replaced at the pet Owner's expense.
7. No animal shall be bathed, at any time, within any Common Area or Exclusive Use Area Balcony and/or Patio.
8. Pets are not allowed in any Common Area amenities including the pool/spa area, the gym, or the rooftop terrace. Dogs shall not be tied to Common Area landscape or trees or any exterior building structure.
9. Pets must not be left outside unattended on balconies and/or patios. Pets must be kept within the Condominium when the Owner is away or cannot attend to them. Barking dogs on balconies/patios, or inside a Unit, or any other excessively noisy animal that



disturbs the quiet enjoyment of any other Owner will not be tolerated. Pets shall not be allowed to defecate or urinate on balconies and/or patios.

10. Each person bringing or keeping a pet in the community shall be liable to other Owners and their guests for any damage to persons or property caused by any pet brought upon or kept within the community by such person or by members of his/her family or guests.
11. If, after Notice and a Hearing, the Board finds that a pet is dangerous or creates a nuisance, the Board may require the pet to be removed from the community within seven (7) days.
12. Structures for the housing or confinement of any bird or other animal must not be visible from neighboring units or the Common Area.
13. 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.
14. No animals may be kept, bred or raised within the community for commercial purposes.

ELEVATOR USE

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.

If the elevator stops for no apparent reason and stalls, **REMAIN CALM!** Use the phone provided in the elevator to notify the elevator monitoring company. Emergency personnel will come as soon as possible to let you out.

FIRE SAFETY DEVICES

1. Smoke Detectors. Each Owner must maintain the smoke detectors, alarms and horns installed in his or her Unit. As part of this maintenance, you must replace all smoke detector batteries regularly.
2. Fire Sprinklers. Each Owner must take care not to harm, damage or unnecessarily activate the fire sprinklers installed in his or her Unit. The fire sprinklers are heat activated and permitting high heat, steam or burning in the vicinity of a fire sprinkler may cause it to activate, potentially causing extensive damage to your Unit, your personal property, the Common Area, 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. Owners and their guests are prohibited from tampering with the fire alarm system which includes: smoke detectors, heat detectors, flow switches, and tamper switches, etc. Disconnecting the horn in any Unit to the fire alarm system is against the law and will affect the operation of the horns in the other Residences in the community. If you notice anything irregular about the fire alarm system in the community, you should notify Management immediately.



GARAGE AND PARKING GUIDELINES

1. 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 community which obstructs free traffic flow, constitutes a nuisance or otherwise creates a safety hazard.
2. 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 and, therefore, it may be necessary to find parking outside the community. The vertical clearance for entry into the garage is seven (7) feet and taller vehicles must park offsite. Moving vans must park in the designated area.
3. Opening Doors. Please take care when opening your car doors so you do not dent or chip the paint off your neighbor's car.
4. Speed and Lights. All drivers must maintain safe and proper speeds and observe a maximum speed of 5 miles per hour while driving in the garage and parking areas. It is recommended that your headlights be turned on while driving in the parking garage.
5. Noise. No excessive noise from vehicles or revving up of engines is permitted. Vehicles which are of sufficient volume when driven to set off car alarms in the garage may not be parked in the parking garage.
6. Oil Leaks. Excessive oil leaks and stains caused by a user's vehicle may be subject to fines and/or the cost of clean up and repairs, after notice and hearing. Please use and monitor the condition of oil catching and absorbing materials underneath your vehicle to prevent excessive staining. Preventative maintenance of your vehicle will help to alleviate this issue.
7. No Vehicle Maintenance. No working on vehicles is permitted anywhere in the parking garage. This includes, but is not limited to, washing, changing oil, light maintenance, etc.
8. Prohibited Vehicles. Recreational vehicles, retail-type vehicles, buses, vans designed to accommodate ten (10) or more passengers, vehicles with more than two (2) axles, inoperable vehicles or parts of vehicles, aircraft, boats, jet skis, trailers, campers or unregistered vehicles, etc. or any vehicle or vehicular equipment deemed a nuisance by the Board are not permitted in the garage (unless authorized by the Board for parking in an enclosed parking space). Except for vehicles required by developer for completion of construction, no contractors' vehicles shall be permitted in the parking garage. Residents must arrange for off-site parking for any contractor performing work on such resident's Unit, or in any other parking area in the community.
9. No Bicycles, Etc. No bicycling, skateboarding, roller skating, roller blading or playing in any parking space or in the parking garage is allowed.
10. Towing. Any vehicles parked in stalls assigned to other residents, on the garage apron (the concrete entry to the garage), or in any manner that obstructs free traffic flow, constitutes a nuisance or creates a safety hazard may be towed away at the vehicle Owner's expense. The Owner to whom the parking space is assigned should contact Management or the appropriate party as designated by Management, who shall be responsible for taking appropriate action, including, if necessary, calling the towing company.



11. Car Alarms. After reasonable attempts to contact the vehicle Owner, should a car alarm continue to go off, Management or the Association may, at the Owner's expense, hire a locksmith and take whatever action is necessary to stop the noise. Vehicle alarms that do not automatically go off after an interval are not allowed.
12. Disabled Parking Space. Certain parking spaces in the parking garage will be designated for use by disabled persons ("Disabled Parking Spaces"). An Owner with a disability may request assignment of a Disabled Parking Space by completing the Association's Request for Disabled Parking Space Form (attached) and providing a copy of a placard or other documentation issued by the California Department of Motor Vehicles to the Board. Such Disabled Parking Spaces will be assigned by the Association to disabled Owners on a "first-come first-served" basis. Disabled persons using a Disabled Parking Space must display a distinguishing license plate or placard issued by the California Department of Motor Vehicles. The Association may opt to assign closer parking accommodations in lieu of a disabled parking space.

If an Owner is assigned a Disabled Parking Space, such assignment shall be in lieu of one of the parking spaces to which the Owner would otherwise be entitled.

13. Parking Garage. The parking garage is for use by Owners and their guests. Each Unit has been assigned two Parking Spaces in the parking garage.
14. Lease, Exchange. The right to use parking spaces assigned for the exclusive use of the Owner of a designated Unit may be leased to or exchanged with other Owners. Such arrangements cannot allow a parking space to be alienated from an Ownership interest in a Unit. Only Members of the Association can lease or otherwise acquire rights to the exclusive use of a parking space. The conveying Owner must notify Management and the Association of the name of the Owner to whom the right to use the parking space has been leased or exchanged by submitting an Exchange/Lease of Parking Space form found in the Forms section of this Residential Handbook to Management.
15. Visitor Parking. Guests of Residents are permitted to park in designated visitor parking. Visitor parking will be utilized by guests of Owners of the Vue community.

Visitor Parking is limited and there may not be adequate parking to serve all guests of the Vue community. Overnight guest parking will be permitted only to accommodate overnight guests or visitors and as authorized by the Association. No guest, including overnight guests, may park a vehicle in the visitor parking space for more than 24 consecutive hours. The Association and/or the Board reserve the right to charge a fee for visitor parking. Residents shall not use any of the visitor parking stalls for their own automobiles. Contractors performing work on the Project are permitted to park their vehicles in the visitor parking stalls, until their work is complete.

16. NOTE: All vehicle violations may result in the vehicle being towed at the Owner's expense.

OFFENSIVE CONDUCT & NUISANCES

1. No Dumping. No person shall discharge into the community's sewer system, storm drain any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety, welfare, violate any law, subject any Owner to liability under state and federal law for any clean-up or cause injury or damage to neighboring property or business elsewhere on the community. The disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines. You may be responsible for any activities by your contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from your Unit 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 Project. You 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. Audio Volumes. The volume of voices, radio, stereo sets, television and musical instruments shall be held at a reasonable level at all times so other residents are not disturbed. Between the hours of 10:00 p.m. and 8:00 a.m., the volume must be significantly reduced so as not to disturb other residents.
3. Speakers. Speakers and floor supported musical instruments (i.e. pianos and organs) must be properly isolated (as provided in the Architectural Guidelines) from direct contact to floors and walls in order to minimize vibrations.
4. Odorous Matters. No odorous matters shall be emitted upon or about the community in such quantity as to be readily detectable outside the physical boundaries of the space within which such odor was generated. Front doors shall remain closed except for when accessing a Unit in order to control cooking, smoking and other odors.
5. Air Pollution. No air pollutants or contaminants sufficient to create a nuisance shall be discharged, and no processes which by their nature are likely to cause air pollution shall be undertaken or permitted unless there is available an adequate, economically feasible method of controlling the omission or contaminates, and such controls are approved by the Board.
6. Conduct. Association reserves the right to have persons removed from Association Common Area or Project not fully in compliance with any provisions of the policies, rules, regulations or restrictions of the facilities as authorized by the Board of Directors.

HOLIDAY DECORATIONS

1. Timeframe. Winter holiday decorations may be displayed from the day after Thanksgiving until January 10th. All other decorations must be displayed no more than seven (7) days prior to the day of the holiday, and must be removed within seven (7) days after the holiday.
2. Location. Holiday decorations may only be displayed from inside the Unit. No Owner may place holiday decorations in the Common Area or Project, (including Exclusive Use Common Area Balconies or Exclusive Use Common Area Patios) or on the front door of any Unit. Owners may not damage or puncture the Common Area or any other portion of the Building in the process of displaying decorations.
3. Lights. Outdoor holiday lighting is not permitted.

RENTAL OF CONDOMINIUMS

1. Rental. An Owner shall be entitled to rent the Owner's Condominium (but not a portion thereof) for a term of not less than thirty (30) days. The Owner shall be responsible for all actions of the lessee/tenant.
2. Management Notification. All Owners who rent their Condominiums shall submit names and contact numbers for their tenants to Management using the Condominium Rental Form.



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 Declaration or the Governing Documents shall be a default under the terms of the lease agreement. A copy of any lease agreement shall be provided to the Association.
4. Compliance with Governing Documents. A copy of the Governing Documents and this Residential Handbook shall be provided by the Owner to each tenant or lessee. The leasing Owner shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of the Declaration and Residential Handbook pursuant to the occupancy and use of the Condominium.
5. Association Amenities. If an Owner leases his/her Condominium, then the Owner's right to use the recreational facilities and other Common Area amenities in the Association Property transfer to the lessee or tenant, and the Owner shall not be permitted to use such facilities.
6. Timesharing. No Unit may be divided or conveyed on a time increment basis of measurable chronological time periods. There shall not be any agreement, plan, program or arrangement under which the right to use, or occupy or possess the Condominium which rotates among various persons, either corporate partnership, individual or otherwise, on a periodically recurring basis for monetary or like-kind use privileges, according to a fixed or floating interval or period of time sixty (60) consecutive calendar days or less.
7. Assessments and Voting Rights. A lessee shall have no obligation to the Association to pay assessments imposed by the Association nor shall any lessee have any voting rights in the Association.

SIGNS

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

TRASH DISPOSAL

Units have access to a trash chute for the disposal of garbage and trash. All refuse deposited into the trash chutes must be securely bagged and sealed and must not obstruct the trash chute. Open containers such as paper sacks, boxes, unsecured plastic bags, and/or reusable garbage cans are also prohibited. Compacted trash may not be placed in any trash chute as the velocity and weight of such trash may damage trash equipment. Volatile or flammable materials may not be placed in the trash chutes or dumpsters.

When depositing trash in the chute, please make certain that all hands and fingers are away from the door before closing. Do not put your head, arms, hands, etc. in the chutes, as other residents above your floor may be depositing trash. In the event of damage to bags in the disposal process, Owners are responsible for cleaning up trash spilled in Common Areas and disposing of it in the proper receptacles. Unit Owners may be assessed for any cleanup services provided by the Association, after notice and hearing.

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

Oversized items should not be left outside the trash dumpster areas. It is the Owner's sole responsibility to remove these items from the premises and dispose of them at their discretion.



Owners must receive prior permission before their contractors dump any construction materials in the Association's dumpsters, and the Owners may be charged a fee for such use, if permitted.

WATER DAMAGE

Owners leaving their Units for extended periods must turn off the water supply to avoid damage that could be caused by leaks in their absence. You are encouraged to make arrangements for someone to check on your Unit if you will be absent for an extended period.

Washing machines must be placed upon a pan to capture water in the event of a leak. Washing machines must be equipped with high pressure hoses of a quality commercial grade of braided stainless steel.

Owners are generally responsible for water damage originating from inside their Unit. This includes, without limitation, shower leaks, overflowing sinks, bathtubs and toilets, broken or leaking angle-stops, broken or leaking drain lines and air conditioners.

SWIMMING POOL & SPA

1. Pool and Spa hours are Sunday to Thursday, 5 a.m. to 10 p.m., and Friday to Saturday, 5 a.m. to 11 p.m. We ask that you please be considerate of your neighbors while using the pool and spa.
2. NO LIFEGUARD IS ON DUTY! Lifeguard or supervisory service is not provided. Even if a monitor is present, anyone using the recreational facilities shall do so at their own risk, responsibility and liability.
3. Recreational facilities are reserved for full-time residents of the community and their guests. Guests must complete a waiver of liability form, a copy of which is attached to this Handbook, and return to Management. Owners who have rented or leased their property are not entitled to use the recreational facilities. Residents must accompany their guests at all times when using the recreational facilities.
4. Anyone not abiding by these Guidelines or any posted rules may be asked to leave the pool or spa areas.
5. Elderly persons, pregnant women, infants, and those with health conditions requiring medical care should consult with a physician before entering the spa. For safety reasons, children under the age of 14 years are not allowed in the pool or spa area unless accompanied by an adult 18 years of age or older.
6. SAFETY EQUIPMENT HAS BEEN PROVIDED FOR EMERGENCY USE ONLY.
7. All incontinent persons (whether infants, toddlers, children or adults) must wear a diaper, plastic pants, and a swim suit while using the pool or spa.
8. Appropriate bathing attire must be worn.
9. Surfboards, boogie boards, beach balls, floating or inflatable devices are not permitted in the pool or spa.
10. Pets of any kind are not permitted in the pool or spa areas except with the specific prior written approval of the Board.

11. For safety reasons, no glass or sharp objects are allowed in the pool or spa. If glass or sharp objects are brought to the pool area and they cause an accident, the responsible Owner will be liable for the cost of any resulting damage or injury. Only plastic or suitable non-breakable containers are allowed near the pool area.
12. Diving is not permitted in any areas of the pool or spa. Running, pushing or boisterous activity in or around the pool or spa areas is also prohibited.
13. No tennis balls, baseballs, footballs, basketballs, Frisbees, cans, foreign objects, foreign substances (bubble bath, soap, beverages, etc.) non-floating objects (such as rocks, marbles, coins and the like) or pool furniture are to be thrown into or around the pool or spa.
14. Wheeled toys or vehicles including skateboards, roller blades, roller skates or bicycles are not allowed in the pool or spa area.
15. Cellular phones, radios, cassette, or CD players must be battery operated and headsets must be worn. The Association may post additional rules regarding the use such devices at the pool area.
16. Each resident is responsible for placing his/her (and guests') litter and debris in the trash receptacles prior to leaving the pool and spa area.
17. With the exception of the spa timer, adjustment of any control regulating to the pool or spa, lights or other common service is not permitted. Upon arrival of the pool and spa maintenance crew, pool or spa users may be asked to temporarily vacate the pool or spa areas until cleaning and service is completed.
18. Pool areas are to be entered through the gates only. Climbing over a fence to enter or exit the pool and spa area is strictly prohibited. Gates are to remain closed and locked at all times. Access FOBs are provided to every Unit. The lending of keys to non-residents for use of the pool and spa area is strictly prohibited.
19. The Association reserves the right to limit, on a reasonable basis, the number of guests using the recreational facilities at any given time. If a resident intends to have eight (8) or more guests using the recreational facilities, the resident must schedule such event with the concierge and submit a reservation form and fee (as set forth on the current Fee Schedule available from Management) 7 days in advance of the party or event. Individuals or groups must not occupy the pool or spa to the effective exclusion of others.
20. Hot water immersion while under the influence of alcohol, narcotics, drugs or medicines may lead to serious consequences and is not recommended. Long exposure may result in nausea, dizziness or fainting.
21. It is recommended that individuals not use the pool alone. The "buddy" system is recommended for all swimmers at all times.
22. Persons with open cuts, wounds or rashes may not use the pool or spa. Anyone having a skin disease, sore or inflamed eyes, nasal or ear discharge or any communicable disease may not use the pool or spa.
23. Intoxicated persons are prohibited from using or being in close proximity to the pool, sauna or spa.



24. Cabanas have been installed in the pool area for the use and enjoyment of all residents and guests. Cabanas are available on a first come first serve basis and are not allowed to be reserved.

GYM & YOGA ROOM

1. The Gym is open 24 hours a day, 7 days a week. The Yoga Room hours are 7 a.m. to 10 p.m.
2. Cellular phones, radios, cassette or CD players must be battery operated and headsets must be worn.
3. For safety reasons, children under the age of fourteen (14) may not use the Gym unless accompanied by an adult 18 years of age or older.
4. All equipment shall be wiped down after each use.
5. All equipment is to be used as intended. Please lower the weight stacks on the equipment to their start positions to avoid striking other plates. Please be considerate of your neighbors and limit use of a particular piece of equipment to thirty (30) minutes if someone is waiting.
6. Residents shall not store or place any personal equipment in the Gym or Yoga Room.
7. No glass containers or food items are allowed in the Gym or Yoga Room.
8. All persons using the Gym and Yoga Room do so at their own risk. The Association does not employ personal trainers. Any person coming to the Gym for the purposes of training or teaching a resident in swimming or fitness and where he/she will be accepting compensation for said training, must be registered with Management and approved by the Board prior to the start of said training and may be required to pay costs/fees for use of the facilities as determined by the Board. Approved trainers may only instruct residents of the Project and may not bring outside parties for on-site instruction.

COMMUNITY ROOM

Vue has a Community Room that all residents may use. Arrangements to reserve the Community Room must be scheduled through Management along with a complete reservation form seven (7) days prior to the event and based on availability. All Residents intending to use the Community Room must provide a guest list to management or lobby attendant of persons to attend the event at the Community Room within twenty-four (24) hours of the event. Please contact Management for a reservation form. Reservations for the Community Room are taken on a first-come first-served basis. The Community Room can be reserved for up to (4) hours per event.

A non-refundable usage fee of \$200 will be required at the time the reservation is made. The fee helps offset general usage but does not offset the cost of repairing damage caused by a specific party. In addition to the usage fee, a refundable damages deposit of \$500 is made at the time the reservation is made. Any additional damage exceeding the \$500 shall be assessed to the Owner responsible for the damage in accordance with the Declaration.

All clean up and trash removal is the responsibility of the party making the reservation and must be completed immediately after the meeting. Clean up also includes the restroom and any trash in and around the building.

Please keep music and party noise to a volume so that you do not disturb residents or other occupants within the community.

The reserving resident on the application form must be present at all times. Failure of this requirement will result in forfeiting of the deposit and immediate cancellation of the function.

Management reserves the right to terminate any function due to excessive noise, abuse of the facilities, violations of the terms of any contract entered into as part of the use of such facilities, or the failure to adhere to these Residential Guidelines. The reserving resident is responsible for keeping his/her guests within the reserved area. The reserving resident is not entitled to the use of the pool, barbecue or gym in conjunction with their reservation of the Community Room.

The reserving Resident agrees to indemnify, hold harmless and defend Vue Homeowners' Association, the Property Manager and the Board of Directors from any and all claims for damage, liability, loss of property, expense or costs incurred or connected with the reservation of the Community Room. It is the Resident's responsibility to pay for the service of an extra attendant if the number of attendees exceeds twenty (20) people. Said services shall be charged to the reserving resident at a rate \$25 per hour, with a four (4) hour minimum for such charges. The hours of the Community Room are daily, 7:00 a.m. to 11:00 p.m.

ROOFTOP TERRACE & BARBECUE AREA

Vue has a rooftop terrace & barbecue area that all residents may use. Use of these facilities is on a first-come first-served basis. Residents shall not be permitted to reserve the entire rooftop/barbecue area for special events.

Barbecues have been installed on the rooftop terrace for the use and enjoyment of all residents and their guests. For use by residents and up to eight (8) guests the barbecue is available on a first-come, first-served basis. If the number of guests exceeds eight (8) people, approval from the Board must be obtained prior to guests arriving. At no time will the Rooftop Terrace and Barbecue Area be closed off to other residents regardless of the number of guests with any resident. The hours of the barbecue are daily, 8:00 a.m. to 10:00 p.m. Please make sure the barbecue is turned off after each use and that the grill and surrounding area are properly cleaned and that all debris and personal items are disposed of and/or removed before leaving.

All clean up and trash removal is the responsibility of the party using the facility and must be completed immediately after use.

Please keep music and party noise to a volume so you do not disturb residents or other occupants within the community.

BUSINESS CENTER/CONFERENCE ROOM

1. The business center/conference room is available for use by Residents and their tenants daily from 5:00 a.m. to 10:00 p.m. on a first-come, first-served basis. Hours for the business center/conference room may change from time to time as determined by the Board.
2. The business center/conference room is available for reservation for private meetings (up to 4 hours.) In order to reserve the business center/conference room you must complete the Recreational Facilities Reservation Agreement & Application and return to Management.
3. Minors under the age of 18 are not permitted to use the business center/conference room unless accompanied by an adult.

4. The business center/conference room is equipped with a conference table, conference chairs and workstations with internet access. Please use these facilities as intended.
5. In the case that all workstations are being used and there are other Residents waiting, you must limit your usage time to thirty (30) minutes.
6. Food and drinks are prohibited in the business center/conference room.
7. Please remove all papers and other personal items from the business center/conference room prior to leaving.
8. All persons using the business center/conference room do so at their own risk. Neither the Association nor any personnel of the Association will be responsible for any loss or liability arising from use of the business center/conference room or malfunctions of any business center/conference room equipment. Persons using the business center/conference room agree to indemnify, hold harmless and defend Vue Homeowners' Association, the Property Management Company and the Board of Directors from any and all claims for damage, liability, loss of property, expense or costs incurred or connected with use of the business center/conference room.

ENFORCEMENT OF GOVERNING DOCUMENTS

If a member believes that a violation of the Governing Documents has occurred, then he/she should complete a Violation Report Form (attached) and submit it to Management. No Member complaint can be acted upon unless there is supporting documentation, i.e., the written complaint.

Owners are responsible for their own violations and the violations of their family members, guests, invitees and tenants.

The Association's Enforcement Policy and Fine Schedule are also attached to these Guidelines. Please review this Policy carefully.

COMMUNITY GUIDELINES BASICS

1. Always be considerate of neighbors.
2. Know that the intent of the Association is to operate, manage and maintain the community for the enjoyment of all.
3. Enjoy your ownership at the Vue community.
4. For further information on Vue Homeowners' Association and the community, contact Management.





ELECTION PROCEDURES

ELECTION PROCEDURES

Election Procedures for Vue Homeowners Association Pursuant to California Civil Code Sections 1363.03 and 1363.05

The following election procedures for Vue Homeowners' Association ("Association") are being adopted in accordance with Senate Bill 61, codified as California Civil Code Sections 1363.03 and 1363.05, and Senate Bill 1560. As of July 1, 2006, the statute requires owners associations to adopt rules regarding election procedures.

I. INTRODUCTION

Pursuant to the CC&R's, Bylaws and these Election and Voting Rules ("Rules"), the Association will hold meetings of the Membership to elect Directors and to conduct Association business. These Rules are intended to establish certain procedural rules for the successful management of membership meetings and the successful implementation of the relevant provisions of the Association's Bylaws concerning membership elections and membership voting. These procedural Rules are written pursuant to Civil Code §1363.03 and are not intended to conflict with, replace, or supersede the provisions of the Association's Bylaws concerning voting rights, Board Member qualification, or any other matter addressed in the Bylaws. Any inconsistency provision between these Rules and the Bylaws shall be governed in accordance with the Civil Code.

II. MEMBERSHIP MEETINGS

- A. The Association's Annual Meeting as required by the Association's Bylaws, will be held on a date and time specified in these Rules and consistent with the Association's Bylaws, Article 3, Section 3.2. Other meetings of the Members ("Special Membership Meetings") may be noticed and held by the Association to elect directors and/or to consider and vote on any other matters, which are of concern to the Members, required by the Bylaws or State statute.
- B. The Board may schedule a Board or Membership meeting to allow for the counting of Secret Ballots.
- C. The Members of the Association who are in good standing may vote at all Membership Meetings. A Member is in "Good Standing" for voting purposes unless their Association rights and privileges have been suspended after notice and opportunity for hearing before the Board of Directors.
- D. The Association's Annual Meeting will be held in the same month of the preceding Annual Meeting and in no event later than fifteen (15) months from the date of the preceding annual meeting. The Association shall send out a Notice of Annual Meeting ("Notice") to all Members pursuant to the Governing Documents, these Rules and applicable state statute.
- E. The Notice shall include the following:
 - a. Times when polls will open (when Ballots may/can be cast).
 - b. Times when the Members and Candidates may witness the Member registration, as applicable, and the review, counting and tabulation of Secret Ballots by Inspectors of Election.

III. CANDIDATES

- A. The Association shall have a staggered board of five (5) members, with the initial three (3) members appointed by the Declarant having terms of two (2) years and the remaining two (2) members having terms of one (1) year at the first annual meeting. At subsequent annual meetings and upon the expiration of each director's initial term of office, each successor director shall be elected for a term of two (2) year term thereafter.



- B. Election of Directors, as well as other Membership votes specified in Civil Code § 1363.03 must be elected solely by Secret Ballot as provided in these Rules as they may be amended. Voice vote, show of hands, or any method, other than Secret Ballot, shall be prohibited.
- C. The nomination process to nominate a candidate to run for the Board of Directors shall be as follows:
1. The Association shall distribute to all Members a notice seeking Candidate(s) for the Board ("Request for Candidates"), approximately sixty (60) days prior to the Annual Meeting date. The Request for Candidates shall include a demand for certification by the Candidate that s/he meets the qualifications set by the Bylaws and these Guidelines.
 2. The Request for Candidates shall also include a form for each Candidate to submit a written statement reasonably related to the election, including advocating a point of view. The Board of Directors may limit the length of the Candidacy Statement. Candidates' Statements will be included with the Association's mailing of the Notice and Secret Ballot materials if the Statements are provided prior to the stated deadline.
 3. Any eligible member is permitted to self-nominate himself/herself for election to the Board of Directors by submitting a candidate statement by the deadline date contained within the Request for Candidates. The Association shall accept into nomination all candidates whose statements are received by the deadline date. Any views, comments or opinions set forth in any communication from a candidate or Member are those solely of the candidate or Member, and the Association is not responsible for the content.
 4. The Request for Candidates will provide a candidacy application that must be completed by the Candidate and received by the Association by the deadline stated in the application in order for a Candidate's name to appear on the Notice of Annual Meeting and the Secret Ballot. The Chairperson may call for nominations from the floor at the Annual Meeting. Any eligible member may nominate himself/herself, or may nominate another eligible individual if the individual being nominated is present to accept the nomination. Once the nominations have been announced, the Chairperson, upon a motion and second from the floor, shall call for a voice vote of those eligible voters in attendance to close the nominations. A Secret Ballot once voted may not be revoked by the Member and may not be replaced by subsequently voting a second Secret Ballot.
- D. No member shall be provided access to Association media within thirty (30) days of an Association election for the purposes of campaigning for election of a Director. For purposes of this paragraph, "Association *media*" means the Association's newsletters, internet websites and/or Association cable channel. The term "*within thirty (30) days of an Association election*" shall mean the thirty (30) days prior to the date the first election ballot material is sent to the membership. The term "Association *media*" shall not include the official ballot materials sent to the membership inclusive, for Board of Directors election, candidacy statements and photographs of the nominees that are running for the Board of Directors.
- E. Access to Common Area meeting space will be made available to all Candidates and Members advocating a point of view, for purposes reasonably related to the election, at no charge.
- F. Association funds shall not be used for campaign purposes in connection with any Association election, except to the extent necessary to comply with the duties of the Association imposed by law.



INSPECTOR(S) OF ELECTION

- A. One (1) Inspector of Election or three (3) Inspectors of Election shall be appointed by the Board of Directors, and shall perform the duties set forth below and shall sign a report or certificate evidencing the voting results. In the event three Inspectors are appointed, the decision of a majority of the Inspectors shall control.
- B. The Board may not designate a member of the Board, a nominee for the Board, an individual related to or residing with a member of the Board or related to or residing with a nominee running for the Board as Inspector(s).
 1. The Board may, at its sole discretion, select a Non-Member of the Association as Inspector.
- C. The Board may, in its discretion, pay compensation to the Inspector.
- D. Duties of Inspector(s) of Election:
 1. Determine the number of memberships entitled to vote and the voting power of each;
 2. Receive the proxies and ballots;
 3. Confirm the number of lots represented at the meeting;
 4. Confirm the existence of a quorum;
 5. Hear and determine the authenticity, validity and effect of proxies and ballots;
 6. Hear and determine all challenges and questions in any way arising in connection with the right to vote;
 7. Determine when the polls shall close;
 8. Count and tabulate all ballots;
 9. Determine the results of election; and
 10. Perform any acts which may be proper to conduct the election with fairness to all members in accordance with Civil Code §1363.03, and any successor statutes, and the Governing Documents.
- E. The Inspector(s) of Election shall perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as practical.
- F. Any report made by an Inspector is prima facie evidence of the facts stated in the report.
- G. Prior to the mailing of the Secret Ballots by the Association, the Inspector(s) of Election shall pass a Resolution designating locations for return of the Secret Ballots, and if no location is designated, the offices of Action Property Management, Inc. shall be the location to receive the sealed Secret Ballots and maintain the custody of the sealed Secret Ballots until the time upon which tabulation of the Secret Ballots by the Inspector(s) shall occur.

IV. ISSUANCE OF BALLOTS

- A. The Association shall utilize a Secret Ballot process, as described below, for any or all of the following matters:
 1. A vote of the Membership regarding assessments per Civil Code §1366;
 2. Election of Members of the Association's Board of Directors;
 3. Amendments to the Governing Documents;
 4. Grant of Exclusive-Use Common Area property pursuant to Civil Code §1363.07;
 5. Any other purpose as required in the Civil Code.
- B. The record date for members entitled to receive notice of any Association election, as well as entitled to vote, shall be the date thirty (30) days prior to the day the election materials are sent out by the Association.
- C. Notwithstanding any other law or provision of the Association's Governing Documents, Board of Directors election and other elections required to be submitted to the membership pursuant to



Civil Code §1363.03(b) shall be conducted by a Secret Written Ballot submitted to the member pursuant to Corporations Code §7513 and Civil Code §1363.03. Ballots and two pre-addressed envelopes with instructions on how to return ballots, and a Notice of Meeting, if applicable, must be mailed by first class mail or delivered by the Association to every Member not less than thirty (30) days prior to the deadline for voting. In order to preserve confidentiality, a voter may not be identified by name, address or lot, parcel or Unit number on the ballot itself. The balloting materials shall include all of the following:

1. One Secret Ballot shall be issued for each separate interest owned and the Owner of each separate interest is entitled to cast one ballot, regardless of the number of owners shown on the Association's membership roster. If more than one Owner of a jointly-owned separate interest attempts to submit a ballot, even by mistake, the first ballot received will be counted.
2. A write-in Candidate, unless nominated by the Candidate in writing and submitted with the Secret Ballot, must also be nominated from the floor of the Annual Meeting (or other Membership or Board meeting where voting by Secret Ballot will occur), by him or herself, or by another Member.
3. The Secret Ballot shall NOT identify the Member (or their designee) by name, address, lot, parcel number or number. If the Member does sign the Secret Ballot or identify him/her self, the Member shall waive his or her right to secrecy and the Ballot, at the option of the Inspector(s), shall not be deemed invalid.
4. The Secret Ballot itself is NOT signed by the Member (or their designee), but is placed into a ballot envelope ("Ballot Envelope"), which is then sealed. The Ballot Envelope is then inserted into the second pre-addressed envelope ("Address Envelope") that is then sealed. In the upper left hand corner of the Address Envelope, the Member (or their designee) must print and sign his/her name and address that entitles him/her to vote.
5. The owners of multiple properties (with the exception of the Declarant) must submit separate sealed Secret Ballot envelopes for each separate interest owned.
6. The Address Envelope is addressed to the Inspector(s) of Election for the tallying of votes. The Address Envelope can be mailed or delivered by hand by the Member to the location designated by the Inspector(s) of Election. Any member can request a receipt for hand-delivery of his or her Secret Ballot. Any Member desiring a receipt for mail delivery shall send the Secret Ballot by certified mail, return receipt requested, to the location designated by the Inspector(s).
7. The sealed Secret Ballots shall be kept in the custody of the Inspector(s) of Election or at a location designated by the Inspector(s) of Election until the tabulation of the Secret Ballots by the Inspector(s) and until the time allowed by Section 7527 of the Corporations Code for challenging the election has expired, at which time custody can then be transferred to the Association. Thereafter, Secret Ballots shall be stored by the Association for no less than one (1) year.
8. Ballots distributed to each and every member shall identify the proposed action, provide an opportunity to specify approval or disapproval and provide at least thirty (30) days upon which to return the ballot to the Inspector(s) of Election. The voting instructions contained within the ballot materials will show a date by which the ballots must be delivered to the location designated by the Inspector(s) of Election by either the United States Postal Service, overnight delivery service or hand delivery.
9. Only Secret Ballots prepared by the Association will be accepted by the Inspector(s) either by mail or in person.



10. For elections of Directors, cumulative voting will be used as permitted by the Association's Bylaws, Article 2, Section 2.3. Cumulative Voting means that a Member may cast all votes for one Candidate or divide up the votes among the Candidates at his or her option. No fractional votes are permitted or allowed.

11. Once a Member mails or delivers his/her Secret Ballot to the location designated by the Inspector(s), that Secret Ballot cannot be changed or revoked.

V. ISSUANCE OF PROXIES

A. Proxies will be accepted for quorum purposes only pursuant to the Bylaws, Article 3, Section 3.5, only if those Proxies are determined by the Inspector(s) to meet the requirements of the Bylaws, and the California Corporations and Civil Codes. The Association shall not be obligated to prepare and mail proxies to the owners.

B. All proxies received by mail prior to the election shall be held by the Inspector(s) of Election in the location designated by Resolution and shall be brought to the meeting for validation and registration at the meeting.

VII. REGISTRATION - GENERAL

A. The Inspector(s) will register all Secret Ballots at the meeting (Annual Membership, Special Members, or Board). A membership roster will be maintained at each registration station for purposes of registering each separate interest present and voting at the meeting, whether in person or by proxy. Neither the Association nor its Managing Agent shall register any of the Secret Ballots or Proxies received by the Association.

B. The Inspector(s) shall verify that all Secret Ballots are sealed in two sealed preaddressed envelopes and contain all required information on the upper left-hand corner of the Address Envelope.

C. If a Member brings Secret Ballots for other Members to the Annual Membership Meeting, Special Members meeting, or Board meeting, the Secret Ballots must also be sealed in separate individual Ballot and Address Envelopes as required above.

D. The Inspector(s) will review the information provided on the upper left-hand corner of the Address Envelope. The Inspector(s) will require, at a minimum, the following:

1. That the printed name of the Member be legible and match the name of at least one of the record owners of the property as shown on the Association's Membership list;
2. That the Member's signature is on the Address Envelope; and
3. The address shown on the Address Envelope corresponds to the Member's address on the Association's Membership list.

E. If, in the sole discretion of the Inspector(s), the requirements above are not met, the envelope/Secret Ballot will not be registered, and will not be valid for any purpose, including establishing a Quorum. If the requirements are met, subject to verification of membership and the member's ability to vote, the Inspector(s) of Election shall register each Secret Ballot received by placing a "B" on the membership roster alongside the member's name.

F. If a person brings Proxies to the Annual or Special Members Meeting, the Inspector(s) will review and make all necessary determinations regarding those Proxies, including their validity. Subject to this verification, the Inspector(s) of Election shall register each Proxy received by placing a "P" on the membership roster alongside the member's name.

G. Any Candidate or other Member of the Association may witness the registration of sealed Secret Ballots, Proxies (if any), and the counting and tabulation of Secret Ballots.



- H. No person, including any Member of the Association, or any employee or General Manager, may open or otherwise review, or register any Secret Ballot prior to the time and place at which the Secret Ballots are counted and tabulated.
- I. A Member who chooses to vote in person at the Members Meeting must present himself/herself at the registration table area and must sign the membership roster alongside his or her name and Unit address.
- J. If a Member has not previously voted his or her Secret Ballot, the Inspector(s) shall give the Member a Secret Ballot and two envelopes to mark and cast in secret at the Annual Membership, Special Members, or Board meeting.
- K. Members voting in person at the meeting must use the Ballot and Address Envelopes, and satisfy all other requirements for a valid Secret Ballot.
- L. The Association's Managing Agent shall provide the Inspector(s) with a list of those Members whose rights and privileges have been duly suspended, and are not entitled to vote at the Annual Membership, Special Members, or Board meeting where voting by Secret Ballot is to occur or be counted.
- M. All voided/invalidated Proxies and Secret Ballots are to have "VOID" written across them, the reason for voiding and the initials of the Inspector(s) of Election.

VIII. DETERMINATION OF QUORUM

- A. The Inspector(s) of Election shall confirm the memberships verified as being in attendance in person or by proxy, as indicated on the official membership roster and shall inform the Chairperson that a quorum is or is not in attendance. Except as otherwise provided in the Bylaws, the presence in person or by proxy of **51%** of the Association's voting power constitutes a quorum.
- B. When the Chairperson announces, following a motion duly seconded and approved by the membership, that registration is closed, no further members may be registered, except for those who are in line and recognized by the Chairperson at the moment the announcement is made.
- C. Once registration has been closed, if a Quorum is present, the meeting, if it is a meeting of the Membership or Members (and if nominations are allowed in the Bylaws) may proceed with nominations from the floor from additional Candidates. Further, unless the Candidates have submitted their written nomination to the Board, write in Candidates must also be nominated from the floor.

IX. ADJOURNED MEETING - ISSUANCE OF BALLOTS

If the meeting is adjourned to another date due to lack of quorum, at the adjourned meeting date, new Secret Ballots and two pre-addressed envelopes are to be issued to all members present. Any Secret Ballots which are cast at the Annual Meeting and put directly into the Secret Ballot box without the Ballot and Address Envelopes will not be valid for that or the adjourned meeting. Secret Ballots which are mailed or delivered to the Inspector(s), or which are cast at the Annual Meeting and put directly into the Secret Ballot box, in properly completed, sealed Ballot and Address Envelopes will be valid for adjourned meetings. As stated above, if two ballots are received for the same separate interest, the earliest dated Secret Ballot shall prevail.

X. COUNTING AND TABULATION OF BALLOTS

- A. Once the polls have been closed, the Inspector(s) shall open the sealed envelopes and begin the counting and tabulation of the Secret Ballots.

- B. The tabulation and counting of the votes by the Inspector(s) of Election shall be conducted at a properly noticed open meeting of the Members or Board of Directors.
- C. Any Member of the Association may witness the counting and tabulation of votes from a distance of no less than five (5) feet from any Inspector. Members, including Candidates, may not communicate with the Inspector(s) during the inspection, registration, counting or tabulation process. Inspector(s) may cause the removal of any witness who interferes with the counting or tabulation process.
- D. All Secret Ballots must be legible and clearly marked.
- E. When counting the valid ballots, one Inspector(s) will call the vote, one Inspector(s) will keep the tally and one Inspector(s) will oversee the count.
- F. At the discretion of the observing Inspector(s), the votes may be recounted by rotating Inspector(s), i.e., the person that counted will then tally and the person that tallied will count.
- G. The Inspector(s) will provide the members of the Board with a final count and tabulation of the Secret Ballots.
- H. The Inspector(s) shall not:
 - 1. Provide members and Candidates with information regarding the Secret Ballot;
 - 2. Answer questions concerning the Secret Ballot and vote; and
 - 3. Provide any interim counts or tabulations.
- I. The Inspector(s) will certify the results of the Membership election by completing a report and providing it to the Board.

XI. ANNOUNCEMENT OF RESULTS

The results of any election shall be promptly reported to the Board of Directors and shall be recorded in the minutes of the next Board meeting and shall be available for review by all Members of the Association. Within fifteen (15) days of the election, the Board shall publicize the results of the election in a communication directed to all members (this could be done in the form of a newsletter if it is mailed to the members within the 15 day timeline).

XII. TIE VOTES

In the event of a tie vote among any number of the Candidates, the Association will notice a Special Membership or Board Meeting and send out Secret Ballots to all Members for a vote to break the tie. Said vote shall be conducted in accordance with the procedures set forth herein, to the extent they are applicable to a run-off vote. No previously cast Secret Ballots will be used at the meeting to break the tie.

XIII. RECOUNTS AND ELECTION CHALLENGES

In the event of an election challenge and upon receipt of a written request from a Member, the Association will make the Secret Ballots available for inspection and review by Association Members or their authorized representatives. In order to protect the security of the Secret Ballots, one or more Association representatives must be present during such review.

Effective per New Legislation July 1, 2006.





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 the Vue Homeowners' Association. By adhering to these Guidelines, which include guidelines and standards for all improvements and sound and noise guidelines, all Owners will benefit from the beauty and enjoyment of the Vue community.

Prior to making any improvements to your Unit or Exclusive Use Common Area, including any balcony/patio, you must first submit a complete architectural application to the Architectural Control Committee ("ACC"). After receiving written approval from the ACC 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 10 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 Management.

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 the Vue community.

SUBMITTAL OF APPLICATION FOR ARCHITECTURAL APPROVAL

Submittal of Application: Prior to the commencement of any addition, alteration, construction work or other Improvements, you must first submit an application to the ACC for approval of such work in accordance with the procedures set forth below. The following is intended to describe, without limitation, some of the Improvements which require prior approval by the ACC. 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.

1. **Residential Units.** ACC approval is required for the following proposed improvements to Residential Units:
 - a. **Interior Improvements:** All interior improvements to your Unit which impact or alter any part of the Common Area and any hard surface flooring require the approval of the ACC. For the purpose of these Architectural Guidelines, the term "Interior Improvements" shall include, but not be limited to:
 1. Flooring (tile, marble, granite, wood, etc.)
 2. Moving of non-bearing walls
 3. Plumbing
 4. Security system
 5. Permanent fixtures



6. Ceilings and columns
 7. Any other improvement (including demising walls) which may impair or alter the structural integrity of the building or the Unit
- b. **Electrical, HVAC/Heat and Plumbing:** New installations or changes to any originally installed electrical, HVAC/heating or plumbing of any kind require approval by the ACC.
 - c. **Exterior Changes or Additions:** Changes or additions to the exterior of any Exclusive Use Balcony and/or Patio including, but not limited to, windows, patio covers, screens, sunshades, awnings, walls, doors, railings and gates, are not permitted.
 - d. **Entry Door Hardware:** Owners shall not remove or replace any hardware on any entry doors without the prior approval of the ACC.
2. **Balcony Furnishings.** The ACC will review the types of patio furnishings solely to confirm the furnishings are aesthetically harmonious. No furniture may be placed, stored or used on any balcony except for furniture designed specifically for outdoor use, or otherwise approved by the Architectural Control Committee and Developer.
 3. **Balcony and Patios.** Exclusive Use Balcony/Patio 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. Balconies and Patios are also subject to the restrictions found in Section 12.1.13 of the Declaration and the following additional restrictions:
 - a) Owners shall not change or alter the surface of any Exclusive Use Balcony and/or Patio Area.
 - b) The installation of any tiles or flooring material on the balconies and patios is strictly forbidden as it will alter drainage patterns. Carpet, artificial turf or other material that can trap water next to the surface of the balcony and/or patio, is also prohibited. Owners shall use all due care to prevent puncture of the water-proofing material on the balconies and/or patios.
 - c) Existing drainage patterns on balconies and or patios must be maintained and all drainage systems must be kept free of debris and free flowing. Changing the drainage pattern may cause damage to the community's buildings and structures.
 - d) Potted plants must have a tray placed underneath the pot to prevent water spillage onto the balcony and/or patio. Such trays, and any other device designed to hold water, must be raised above the surface of the balcony and/or patio in order to allow sufficient air flow beneath such tray or device. When watering such plants, it must not be in a manner that causes water to encroach on balconies and/or patios appurtenant to other Units.
 - e) Potted plants shall not be placed in a position on any balcony which will block any drains or obstruct drainage patterns.
 - f) No exterior electrical, gas or other artificial exterior lighting shall be installed (including holiday lights), other than lighting initially installed by Declarant



- g) No hanging screens, linens, blankets, rugs, towels, swimsuits, banners, wind chimes, plants or other objects may be hung from a balcony and/or patio or railing, except as permitted by the Board.
- h) No improvements shall be nailed, bolted, or otherwise attached to the floor, walls, or any portion of a balcony and/or patio.
- i) Any furniture, furnishings, plants and other materials kept or stored on any balcony and/or patio shall be of a neutral color that is harmonious with the color scheme of the exterior walls of the building and approved by the Board in writing or unless expressly permitted herein and shall not extend beyond the height of the balcony and/or patio railing. Patio furniture and other similar outdoor furnishings must be in good condition. These furnishings must be equipped with protective leg caps or other devices to prevent damage to the floor of the Exclusive Use Common Area Balcony and/or Patio. Additionally, none of these furnishings or other improvement shall be nailed, bolted, or otherwise attached to the floor, walls, or any other portion of the Exclusive Use Common Area Balcony and/or Patio.
- j) Vegetation that extends beyond the railings, fences, walls and/or other boundaries of an Exclusive Use Common Area Balcony is prohibited. Saucers to catch the water must be placed under all potted plants to protect the balcony flooring. Flower boxes on balcony ledges are also prohibited.
- k) No additional outdoor lighting may be installed on a balcony and/or patio.
- l) Installation of any outdoor speakers that may cause noise to interfere with the quiet enjoyment of Owners and occupants of the Project is prohibited.
- m) Balcony enclosures, such as netting or shades, are prohibited. Awnings and patio covers are prohibited.
- n) No barbeques shall be allowed in any Exclusive Use Common Area Balcony and/or Patio or any portion of the community except for previously installed barbeques by the Declarant.
- o) No exterior roof mounted mechanical equipment, poles or masts shall be constructed on or attached to or erected or maintained on any Unit or balcony/patio area. No temporary or permanent basketball standard or backboard, or other sports apparatus shall be constructed, erected, installed or maintained on any Unit or balcony area, or on any portion of the Project.

Failure to Obtain Approval: It is important that you obtain the approval of the ACC 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 County or City Building Department, or other governmental agencies prior to the commencement of any work.

Combining Two Units: Subject to prior written approval of the Architectural Control Committee, the Owners of two or more adjacent Units may combine the Units by creating internal access from one Unit to another Unit through the walls or other portions of the Common Area, which separates or divides the individual Units, or separate or divide two or more Units previously joined pursuant to the procedures in Article 10, Section 10.6 of the Declaration, provided such work does not impair the structural integrity of the building or any portion of the Project. The combined Units will still be assessed separately as two (2) units.



ARCHITECTURAL REVIEW SUBMITTAL REQUIREMENTS

Send Submittal Packages to:

VUE HOMEOWNERS' ASSOCIATION
c/o Management Office
255 W 5th Street
San Pedro, CA 90731-3303
(310) 519 – 1553

ARCHITECTURAL REVIEW PROCESS AND PROCEDURES

Third Party Architectural Review: All Owners intending to make “interior improvements” as defined in the Architectural Guidelines must retain the services of ACC's approved Architectural Review consultant.

Application for Approval: All applications for any improvements requiring approval by the Board must be submitted in writing (see attached “Home Improvement Form”), together with the items described below (collectively, the “Submittal Package”).

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 Management acknowledges receipt of the Submittal Package in writing.

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

- Home Improvement Agreement (see attached)
- Home Improvement Form (see attached)
- 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
- Floor plans, if an Owner is requesting permission to remove or relocate a wall
- Description of materials and colors and material samples
- A proposed construction schedule (including proposed start and completion dates)
- Certificates of insurance (including contractor's exclusions and proof of valid workers compensation insurance). The Association shall be named as an additional insured on the Certificates of Insurance for the period of time the work is in progress.
- Permits and licenses, if applicable
- An Application Processing Fee and Security Deposit (see below).
- Names, addresses and phone numbers of all contractor's and subcontractors who will work on the project.



The ACC will not review your application unless all required plans, forms, fees and information for your proposed improvement(s) are included in your Submittal Package.

Submittal Package for Patio Furnishings and Window Coverings: For any patio furnishings and window coverings, the Owner shall submit one (1) copy of a picture showing patio furnishings, and samples of proposed fabrics and finishes.

Submittal Package Review Fees:

1. **Application Processing Fee and Security Deposit:** The Architectural Review/Security Deposit is collected with an Owner's Architectural Application. Owners will be required to pay any fees, costs or outside 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 Specification by an architect or the Architectural Review Committee. Any damage to the buildings common areas caused by the homeowner's contractor is deducted from the deposit. If there is no damage and the work is in compliance with the approved plans, the homeowner will be refunded any balance of the Review/Security Deposit.

The Application Processing Fee and Security Deposit are payable to Vue Homeowners' Association.

2. **Outside Consultant Fee:** The ACC 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 Control Committee, if any, as set forth on the current Fee Schedule available from Management. Any structural improvements must be approved by a licensed architect, sound engineer and any other person reasonably required to evaluate the design, at the Owner's sole cost and expense.
3. **Additional Fees:** Additional fees may be imposed on Owners if determined necessary, based upon the complexity or scope of the Submittal Package and/or to retain consultants. If such fees are determined necessary, you will be notified by Management and you will be required to submit the additional fee(s) within ten (10) days of the request.

Review of Application: Management shall, upon behalf of the ACC, 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, Management will forward the Submittal Package to the Architectural Control Committee ("ACC"). The ACC will determine and notify the Owner whether, based upon the proposed improvements or the complexity of the proposed improvements, additional review fees will be required. The Submittal Package will not be reviewed 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 Unit Owner for completion prior to review by the ACC.



If the Submittal Package is complete, then the ACC will review the Submittal Package and provide written notification of approval, approval with conditions, or disapproval of the proposed modifications within **sixty (60)** days from the date of receipt of the Submittal Package, along with one (1) set of the Submittal Package, to the Owner. If disapproved, then the notice to Owner shall include an explanation as to why the proposed change is disapproved and a description of the procedure for reconsideration of the decision by the Board of Directors.

Diligence in Construction: Upon final approval of the Submittal Package, the Owner shall promptly commence construction and diligently pursue completion of the construction in conformance with the construction schedule.

GENERAL CONDITIONS

Approval by the ACC 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 Vue Homeowners' Association assumes no responsibility for such. The function of the ACC 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 community. All technical and engineering matters are the responsibility of the Owner. In addition to the restrictions set forth in the Declaration and the 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 ACC approval of any Improvements requiring a building permit prior to requesting such permit from the City.
2. **Access for Contractors:** Contractors must use the alley service entrance to enter Vue. Upon entering, they must sign in and must show a California I.D. card. No workmen or tools are allowed in the passenger elevators without proper elevator padding being installed. Contractors must confirm with Management that the proper elevator padding is available to be installed prior to beginning work. Building hours for contractors are 9:00 am to 5:00 pm weekdays only. Work is not allowed on weekends and on holidays.
3. **Damage to Common Area and/or Association property:** An Owner shall be responsible for any damage to the Common Area and/or Association property caused by the Owner, Owner's family members, guests, invitees, tenants, and contractors
4. **Effect of Approval:** Approval of plans is not authorization to proceed with improvements on any property other than the Unit owned by the applicant.
5. **Building Code Requirements:** It shall be the responsibility of the Owner to ensure that proposed modifications are consistent with applicable building code requirements. No improvements may be made which might impair the structural integrity or mechanical systems of the community, or lessen the support of any portion of the community.
6. **Zoning.** All uses shall be in conformity with the zoning ordinances of the City.
7. **Structural Alterations.** No structural alterations to the interior of or Common Area surrounding any Unit shall be made and no plumbing, electrical or other work which would result in the penetration of the unfinished surfaces of the ceilings, walls or floors shall be performed by any Owner without the prior written consent of the ACC.
8. **Mechanic's Liens.** No Owner may cause or permit any mechanic's lien to be filed against the community for labor or materials alleged to have been furnished or delivered to the community or any Condominium for such Owner, and any Owner who does so shall



immediately cause the lien to be discharged within five (5) days after notice to the Owner from the Board. If any Owner fails to remove such mechanic's lien, the Board may, discharge the lien and charge the Owner a Special Assessment for such cost of discharge.

9. Concrete Walls or Slabs. No Owner shall drill, penetrate or otherwise tamper with the concrete or other structural components of the community, including the Exclusive Use Common Area Balcony and/or Patio.
10. Chandeliers: Chandeliers or similar light fixtures that weigh more than 20 pounds must be installed with special supports. Plans for these supports must be submitted and approved by the ACC. A modified bracket solution is allowed for chandelier installation. No coring or penetrating of the slab is allowed.
11. Draperies and Shutters: Window coverings must be tasteful in design and in keeping with the aesthetics of Vue. All draperies must be lined in a white colored material.
12. Wall Removal: Any remodeling that requires the moving or removing of a wall requires the submittal of drawings to the Architectural Review Committee. The drawings must show the location of existing walls and where the new walls are to be installed.
13. Weight Limitation: There are weight limitations on each floor. Any changes in the structural load of a unit must be submitted for review and approval by the Architectural Review Committee.
14. Window Tinting: No window tinting is permitted.

REQUIREMENTS FOR CONTRACTORS, SUBCONTRACTORS AND ANY OTHER WORK

("CONTRACTOR RULES")

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 community, shall provide proof of insurance, proof of valid workers compensation insurance and a California State Contractors License (if applicable) to the ACC. The Association shall be named as an additional insured on the Certificates of Insurance for the period of time the work is in progress.

Supervision: Any Major project involving extensive demolition, moving of walls or any other activity as required by the Architectural Review Committee must employ a job superintendent on the job site a minimum of six (6) hours every day during the construction period.

Registration of Work: All contractors, subcontractors, or any other persons who perform work on or within the community, shall provide prior notice to Management. A representative of Management has the right to accompany the person or persons performing the work and take photographs of the condition of the Common Area prior to the commencement of the work and after completion of the work.

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

Protecting Floor Areas and Elevators: The elevator must be protected with padding during any work by an Owner which could damage the interior of the elevator. The protective coverings must be removed by 6:00 P.M. each day.



Trash and Debris: All trash and debris must be carried off-site on a daily basis. Neither the trash rooms on the PV level nor the trash chutes, may be used for disposing of construction or installation debris. Contractors may use the trash dumpsters only with the permission of Management, and will be charged a fee for placing construction materials in the dumpster (as set forth on the current Fee Schedule available from Management).

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

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

Working Hours: Working hours for any Improvements are limited to Monday through Friday, 9:00 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. Workers may access the community 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.

Working Restrictions: Workers are not allowed to bring children or pets onsite. All workers must wear shoes, pants and shirts at all times. Workers may not eat or take breaks in common areas or on balconies. Extensive construction projects may require the use of portable restrooms to be provided by the Owner. Alcoholic beverages, intoxicants, drugs or other controlled substances are not permitted to be brought onto Association Property or used by workers. Workers are also prohibited from creating nuisance noise unrelated to the construction work. Smoking on balconies and dropping cigarette butts over the side is strictly prohibited for subcontractors and construction workers.

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

Fire Safety Devices: No one shall remove any permanent smoke detectors, sprinklers, security speakers or fire safety devices anywhere in or about a Unit or the Common Area. 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 Management needs to be made in order to cover and protect smoke detectors located in the Common Area corridors adjacent to the Unit.

Fire exits may not be blocked at any time.

Work Location: All work must be accompanied inside the unit. Workmen cannot use their equipment in the service hallway, elevator lobby or garage. Contractors must use their own equipment and are also prohibited from using their equipment in the parking areas or garage. The Association is not responsible for the disappearance of any tools, equipment or materials left in the Common Area. Workers must perform work such as carpet cutting and tile cutting in an area designated by Management.

Equipment and Material Storage: Equipment or materials shall not be stored in the Association's hallways, lobbies, garages, or other common areas. Equipment and materials must be stored inside the unit or removed every night.



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

Owner Responsibility: Each Owner is responsible for the conduct of the Owner's contractor or subcontractors and any and all violations of the Architectural Guidelines, the Rules and Regulations and the Declaration.

COMPLIANCE WITH REQUIRED PROCEDURES

If any architectural change is made without the prior approval of the ACC or any other violation of the Architectural Guidelines occurs, the Board may require removal of the unapproved improvement, at the Owner's expense, or take other action pursuant to the Association's Enforcement Policy and Fine Schedule. 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, if any, or imposition of any further fines until an appeal hearing has been concluded. Within thirty (30) days of a request for a hearing, the Board shall schedule an appeal at a time and date to be determined by the Board. The appeal hearing shall be conducted in an informal manner and the Unit Owner shall have the opportunity to present any information or evidence to have the fine excused or mitigated. The decision of the Board shall be final.

APPEALS

If the ACC disapproves any application, approves any application with conditions, or finds a Submittal Package to be incomplete, then the party or parties making such application may appeal in writing to the Board. The Board must receive the written request for appeal not more than thirty (30) days following the decision of the ACC. The Board shall include the request for reconsideration on the agenda for its next regularly scheduled Board meeting, to be held not less than ten (10) days and not more than ninety (90) days after its receipt of such request. If no regular Board meeting is scheduled within such period, the Board shall schedule a special meeting of the Board within such period to consider the appeal. Upon receipt of a written appeal, any enforcement efforts shall be temporarily suspended until the appeal has been heard. The Board shall reconsider the ACC's decision during an open Board meeting. The decision of the Board shall be transmitted to the Owner in writing within fifteen 15 days after such decision. The Board's decision shall be binding and final.

INSPECTION AND CORRECTION OF WORK

Right of Inspection During Course of Construction: The Board or its duly authorized representative may enter into any 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 not enter into a Unit without obtaining the prior permission of the Owner or occupant of such Unit; provided, however, that such permission shall not be unreasonably withheld and shall be given for entry by the Architectural Control Committee during the daylight hours within forty-eight (48) hours of the request for entry.

Notice of Completion: Upon the completion of any construction or reconstruction or the alteration or refinishing of any improvements, or upon the completion of any other work for which approved Plans and Specifications are required, the Owner shall give written notice of completion thereof to the ACC by submitting a Notice of Completion form (attached).

Inspection: Within thirty (30) days after receiving notice of completion, the ACC, or its duly-authorized representative, shall have the right to enter into Unit 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 ACC finds that such construction, reconstruction, alteration or refinishing was



not done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner in writing of such non-compliance within such thirty (30) day period, specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance.

If, upon the expiration of thirty (30) days from the date of notification of non-compliance, the Owners shall have failed to remedy such non-compliance, the Board, after affording the Owner Notice and Hearing, shall determine whether there is a non-compliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If non-compliance exists, the Board may require the Owner to remedy or remove the same. If the Owner does not comply with the Board's decision, then the Board, in its discretion, may either remove the non-complying improvement or remedy the non-compliance and the Owner shall reimburse the Association for all expenses incurred in connection therewith.

ARCHITECTURAL GUIDELINES

The standards set forth below shall apply to the improvements within the community. These standards are in addition to the standards set forth in the Rules and Regulations and the other Governing Documents.

General Requirements

1. Concept Drawings
To keep expenses down, drawings should be submitted for review and approval. Once they have been approved, full plans should be submitted.
2. General Provisions
Drawings must indicate the full scope of work to be performed. They must also include all existing conditions.
 - a. Scale and Elevations
Drawings must be prepared with floor plans drawn to a scale of $\frac{1}{4}'' = 1'$, showing overall dimensions and area in square feet. Existing conditions as well as all proposed changes must be shown. Plans must include interior elevations and sections of all interior changes. Any proposed exterior alterations must show elevations of doors and windows and indicate all materials.
 - b. Engineering and Code Compliance
The Association does not approve plans for engineering design or building code compliance. All technical and engineering matters are the Owner's responsibility. Owners must fully comply with applicable building codes, ordinances and specifications, of the City of Los Angeles.
 - c. Structural/Structural Load Change
Whenever changes involve structural elements of the building, engineered drawings must be submitted and must be stamped by a licensed structural engineer. Vue is designed to support a forty (40) pound per square foot live load as outlined in the Uniform Building Code, Table 16A, Item 12. Any modifications to a Unit that might increase such load of a Unit's floor must be approved by a structural engineer, at the Owner's expense, and the Board. These items include, without limitation, changes in flooring (i.e., installation of ceramic tile, marble, granite, hard wood, etc.) and the placement of pool tables, pianos, potted plants or trees, and aquariums.
 - d. Original Building Plans Available for Review
The General Manager's office has reprints of the building's original design documents on file, copies of which may be obtained through the Association's office. These plans can be checked out of the Association's office for a refundable deposit of \$100.00. Plans can be checked out for a maximum of 1 month. These plans include



architectural, structural, mechanical, plumbing, and electrical plans for the building. Your architect and contractor should review these drawings before preparing plans for review by the Association. Your architect / designer / engineer must conduct their own inspection and investigation of existing conditions and not rely on the accuracy of the plans on file. NOTE: These are original developer plans and the Association cannot attest to their accuracy. In addition, the plans may not reflect "as-built" conditions or any subsequent changes or alterations.

3. Demolition Plans

Demolition plans must be included in your submittal.

4. Walls

Plans must include "sections" showing wall-board type, thickness, framing method, attachment, and stud size and gage, and intersection details. Owner understands that the demising walls between units and rooms may contain, but is not limited to electrical, plumbing and cables. Penetration of wall surface must follow the Architectural Guidelines.

a. Acoustical Standard

All demising walls must meet or exceed Noise Isolation Class (NIC) 52 dB. No loudspeakers or loudspeaker back boxes may be installed in demising walls.

b. Penetrations

Penetrations or openings for piping, electrical devices, recessed cabinets, bathtubs, soffits, or HVAC ducts must be sealed, lined, insulated or otherwise treated to maintain the required sound ratings. There must be no contact between the installed gypsum board and any mechanical ductwork, plumbing piping or electrical conduit.

c. Fire Stops

Any penetrations of walls, floors or ceilings must be properly fire sealed. Plans must show proper fire blocking and fire stopping.

d. Metal Studs

All wall construction must use metal studs and non-combustible construction materials.

5. Ceilings

Plans must include "sections" showing ceiling-board, framing, attachments and intersection details. Owner understands that Vue is a post-tensioned concrete structure and warrants that NO CORING, CUTTING, CHIPPING, TRENCHING OR PENETRATIONS of the ceiling shall be made. Owner further understands and agrees that violation of this provision will result in substantial fines, suspension of all work in the unit, immediate repairs at Owner's expense, and significant daily fines until such repairs are completed. It is the Owner's responsibility to comply with structural engineering requirements for penetration into surfaces. These specifications include the stipulation that there shall be no penetration of a ceiling and shall be at least 4-3/4" away from the edge of the slab (exterior wall of unit), that there shall be no penetration more than 3/4" from the surface of the ceiling, and there must be a minimum of at least 18" between penetrations.

6. Flooring: Hardwood, Tile, Stone Flooring

Since Vue is a post-tensioned concrete structure, no coring or penetrations of the floor slabs (or structural ceilings) are permitted. Hard-Surfaced floors are permissible with approval and must be installed using proper acoustical insulating materials so as to avoid noise problems with sound transfer. The manufacturers can supply your installer with the specifications they need for installing materials. You should be aware that installing hard surfaced floors may require the adjustment of doors and raising cabinets. Please make sure your installer accounts for these in his or her bids. 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 ACC has been obtained. Installation of hard surface flooring shall not be permitted in the bedrooms in Units on the second (2nd) through sixteenth (16th) floors of the building. Any installation of hardwood flooring permitted by the ACC 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 Units below the floor either directly through the floor or by going around the floor and through the surrounding walls.

Detailed specifications can be found in the Homeowners Manual and Architectural Guidelines. These specifications include the stipulation that there shall be no penetration of a ceiling, floor or wall and shall be at least 4-3/4" away from the edge of the slab (exterior wall of unit), that there shall be no penetration more than 3/4" from the surface of the ceiling or floor, and there must be a minimum of at least 18" between ceiling and wall penetrations.

As a condition to approving the installation or replacement of hard surface flooring, the Owner shall submit to the Architectural Control Committee a construction drawing and specifications clearly indicating the type of flooring to be installed and the underlayment material to be provided to mitigate against impact noises such as footfalls and transmission of music and other sounds. The submission must clearly identify all materials, their composition and thickness, and include a report by an accredited acoustical testing laboratory showing that a test specimen essentially identical to the proposed assembly achieved a Sound Transmission Class (STC) rating of not less than STC-54 and an Impact Insulation Class (IIC) rating of not less than IIC-52. Following approval and installation of the new flooring assembly, a field test conducted under the supervision of a person experienced in the field of acoustical testing shall be performed in each room in which the flooring is installed to determine compliance with the Project requirements of Noise Isolation Class (NIC) 52 or higher and Field Impact Insulation Class (FIIC) 50 or higher. The required field test shall be completed within thirty (30) days after substantial completion of the work, subject to any extensions granted by the Architectural Control Committee or the Board. Non-compliant systems must be promptly brought into conformance or removed and replaced with approved materials/assemblies. The Owner of any Residential Unit wishing to install a hard surface floor must submit to the ACC 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.



7. Post Tensioned Floor Slabs and Structural Ceilings
Since Vue is a post-tensioned concrete structure, NO CORING, CUTTING, TRENCHING, CHIPPING or PENETRATIONS of the floor slabs or structural ceilings are allowed. No chipping, cutting or alterations of any structural columns is permitted.
8. 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 Unit is very low. Each Owner shall endeavor to minimize any noise transmission from his or her Unit.
 - a. No holes or other penetrations shall be made in demising walls (party walls) without the prior approval of the ACC. No penetrations of any sort shall be made in the ceiling of any Unit. Acoustical sealant shall be packed around all holes made by nails or screws when hanging items from the wall.
 - b. No modifications shall be made to any Unit which would result in a reduction in the minimum impact insulation class of the Unit.
 - c. Speakers for music reproduction, television and other audio-visual devices shall not be supported from or contact demising walls and shall be elevated from the floor by a proper acoustic platform.
 - d. Pianos shall have at least one-half inch ($\frac{1}{2}$ ") neoprene pads under the supports to minimize vibration transmission into the structure.
 - e. All furniture shall contain rubber castors or felt pads to minimize noise and vibration.
 - f. The floor/ceiling assemblies must satisfy the higher sound control requirements established for the Project as set forth herein. The impact sound insulation rating of the floor ceiling assemblies after installation must be Field Impact Insulation Class (FIIC) 50 or higher. Airborne sound isolation rating thereof must be Noise Isolation Class (NIC) 52 or higher.
 - g. Walls must provide an airborne sound insulation sufficient to meet a Noise Isolation Class (NIC) rating of 52.
 - h. All plumbing must be properly insulated for sound and isolated from studs, joints, and penetrations.
 - i. Penetrations or openings for piping, electrical devices, recessed cabinets, bathtubs, soffits or heating, ventilating or exhaust ducts shall be sealed, lined, insulated, or otherwise treated to maintain the required sound insulation ratings
 - j. All alterations to walls and floors must be field tested under the supervision of a person experienced in the field of acoustical testing to determine compliance with the minimum sound control standards set forth herein, at the Unit Owners sole cost and expense. Non-compliant systems must be promptly brought into conformance or removed and replaced with approved materials/assemblies.
9. Electrical
At a minimum, conceptual electrical and lighting layouts are required. Depending on the proposed electrical work, engineered drawings may be required. No aluminum wiring is allowed. All electrical wiring must be copper. No Romex wiring allowed. All electrical boxes in demising walls must be acoustically insulated.



10. Telephone/Data Lines

Conceptual telephone/data outlets must be shown on the electrical layouts. All telephones CPU's, switching equipment, and system upgrades must be installed inside the Owner's unit. Such equipment may not be installed in the Associations common areas. Any wire runs to common area phone terminals must be code-compliant, must be installed so as not to be visible. Above ceilings all wiring must be concealed in conduit or be plenum-rated. Please note on the plans that the contractor must coordinate with the Management office.
11. Plumbing Lines

Plans must show existing conditions as well as proposed alteration to plumbing.

 - a. Sound Isolation

All plumbing must be isolated from walls, studs, joists, ceilings and flooring. Isolators must be a minimum V2 inch thick Armaflex, or equivalent, with sheet metal jacketing with closed cell foam wrapped within a carbon steel jacket. The closed cell foam must be a minimum of V2 inch thick Armaflex type "AP" or equal. The jacket finish must be mil. Galvanized (24 gauge). Isolators must be three (3) inches long with diameter determined by pipe size. Where pipes are larger than two (2) inches and attachment is required, isolate from the structure using a pipe clamp around the pipe. Use a mason industries type W pad under a 3/16 inch, minimum, steel plate. Please note on plans.
 - b. No Floor Penetrations Allowed

Since Vue is a post-tensioned concrete structure, no coring, cutting, trenching, chipping or penetrations of the floor slabs or structural ceilings is allowed.
 - c. Wall Penetrations

Where piping passes through interior walls and no attachment per code is required create minimum ¼ inch clearance around the pipe. Where lines penetrate gypsum board or other material, the pipe must be in contact with material and the "sleeve" must be resilient. The material must be USG Acoustical Sealant, or equal, at non-rated penetrations or a 3M non-hardening fire caulking, or equivalent, meeting the required fire rating. Penetration of any wall surface must follow guidelines set forth in the Architectural Guidelines.
 - d. Waste and Vent lines

All lines must be hub less cast iron with stainless steel couplings. Where there is exposed contact between a waste and/or vent line (or waste or vent line will be replaced) and the building structure, re-align waste and vent lines so there will be no contact and/or create clearance by shaving stud, drywall or enlarging the opening around the line. Do not stuff resilient materials between the pipe and the structure. Please note on drawings.
 - e. Water Velocity and Load Calculations

Size all piping so water velocity does not exceed five (5) feet per second. No additional plumbing fixtures may be added without specific written approval. For each additional fixture such as wet bars, toilets, bidets, showers, tubs, etc., load calculations must be included showing that the volume of the waste produced does not overload the existing plumbing system.
 - f. Angle Stops and Risers

Replace all angle-stops under sinks, toilets and bidets with brass. Risers must be braided metal supply hoses. Please note on drawings.



- g. Isolation Valves
Isolation valves must be installed for all water lines servicing the unit. The valves must be installed in a location easily accessible from the common area.
 - h. Water Lines
All Domestic water lines must be copper. All hot water lines must be insulated.
 - i. Drainage
There shall be no interference with the established drainage patterns, level, or grade over any Unit or Common Area unless an adequate alternative provision is made for proper drainage and written approval is obtained from the Board. The installation of any tile or other flooring material on balconies is strictly forbidden as it will interfere with proper drainage.
 - j. Water Supply
No individual water supply, sewage disposal or water softener system shall be permitted in any Unit.
12. Plumbing fixtures
High-quality fixtures must be used throughout so as to void plumbing failures and problems with hot and cold water cross currents. All fixtures including tub and lavatory must incorporate the use of an aerator in their design. Valves and fixtures must comply with ISO 3822/1 having an appliance noise level of 20 dBA or less.
- a. Acoustical Standard
Daytime sound transmission between units must be no great than 10 dBA above the prevailing ambient noise level. (L90) or 45 dBA, whichever is less.
 - b. Toilets
Low-flow, water-saving toilets must be installed. No “turbo” toilet or any other kind of noisy toilet is permitted. Risers must be braided metal supply hoses.
 - c. Steam Showers and Saunas
Because of water vapor, venting requirements and potential mildew problems, steam showers and saunas are not allowed.
 - d. No Hot-Mopping
Due to safety and odor considerations, hot-mopping is prohibited. Tub and shower pans must use a cold process sealant.
 - e. Spas
Due to acoustical considerations (sound transfer between units) spas and shower spas are prohibited.
13. Mechanical
Plans must show existing as well as proposed alterations. Manufacturing information sheets should be included with all new equipment installations.
- a. Acoustical Constraints
No Rigid contact is permitted between the building structure and the mechanical systems. Spring isolators should be equivalent to Mason Industries type SLFH. No portion of the Mechanical system may be connected to the common partition between units. HVAC ducts must be sealed, lined, insulated or otherwise treated to maintain the required sound ratings.



b. Suspended Equipment
For suspended equipment, the HVAC, equipment selected must be vibration isolated for the structure using Mason Industries type 30 hanger, or equivalent, having a minimum static deflection of one (1) inch.

c. Seismic Restraints
Seismic restraints, where required, must be indicated on the plans.

14. Window Treatments:

Owner agrees to adhere to all requirements set forth in the Architectural Guidelines including, but not limited to, any alterations to window wall systems (including window covers), walls, floors, columns and ceilings. Owners are prohibited from penetrating any way window hardware or frames. A complete list of alteration requirements can be found below. Failure to comply with these requirements may result in serious injury and damage to the structural integrity of the entire building. Owner understand and agrees that violation of this provision will result in substantial fines, suspension of all work in the unit, immediate repairs at Owner's expense and significant liability to the Vue's Homeowner's Association for any damage incurred to the common areas.

Detailed alteration requirements include, but aren't limited to the following:

- a. Any floor or ceiling penetration must be at least 4 and $\frac{3}{4}$ " away from the edge of the slab
- b. Any penetrations shall be at a depth no greater than $\frac{3}{4}$ " from the surface of the ceiling or floor
- c. Any floor or ceiling penetrations must be at least 18" apart from any other penetrations
- d. Any window coverings hung shall weigh no more than 7 pounds per square foot (including the window coverings and the suspension apparatus.)

Window coverings must have a uniform and be of a neutral color that is harmonious with and not in conflict with the color scheme of the exterior wall surface of the Project. Owners and occupants may install their own additional window coverings, of any color, on the inside of such uniform neutral window coverings so long as they are not visible from the exterior of the building. The use of aluminum foil, newspaper, paint, reflective tint as window covering, or any other material deemed unattractive by the Board, is prohibited. Window coverings may be restricted to those window coverings pre-approved by the Board in its Architectural Guidelines.

a. Visual Conformity

All glass replacement must be in harmony with the exterior of the building. Windows and window walls must include mullion which are the same color, size and configuration as original building mullions and must align with the building's mullions.

b. Doors

Doors shall be complete with all necessary frames, hardware, thresholds, and weather-stripping and glazing accessories to ensure a weather tight installation. Frames for swinging doors shall be incorporated into the window wall system.

c. Window Walls

All modifications to the exterior window wall systems are prohibited.

d. Tempering and Tinting

All balcony glass must be tempered. All other exterior glass must be laminated and tinted to match the existing glass. Mirrored finishes are prohibited. A sample of the glass must be submitted for review.



15. No Additional Gas Fixtures
No gas fixtures can be installed.
16. Home Theater Systems Stereo and home theater equipment must be properly insulated to avoid sound transmission through the walls, ceilings and floors.
17. Balconies/Patios
 - a. Balcony Maintenance Due to aesthetic and structural considerations, no modification to exterior balcony structure or flooring is permitted.
 - b. Lighting Exterior No exterior electrical, gas or other artificial exterior lighting shall be installed (including holiday lights), other than lighting initially installed by Declarant.
 - c. Outdoor Furniture: Patio furniture and other similar outdoor furnishings must be in good condition. These furnishings must be equipped with protective leg caps or other devices to prevent damage to the floor of the Exclusive Use Common Area Balcony and/or Patio. Additionally, none of these furnishings or other improvement shall be nailed, bolted, or otherwise attached to the floor, walls, or any other portion of the Exclusive Use Common Area Balcony and/or Patio.
 - d. Plants: Vegetation that extends beyond the railings, fences, walls and/or other boundaries of an Exclusive Use Common Area Balcony is prohibited. Saucers to catch the water must be placed under all potted plants to protect the balcony flooring. Flower boxes on balcony ledges are also prohibited.
 - e. Speakers: Installation of any outdoor speakers that may cause noise to interfere with the quiet enjoyment of Owners and occupants of the Project is prohibited.
 - f. Lighting: Installation of additional outdoor lighting is prohibited.
 - g. No Awnings or Balcony Enclosures: Balcony enclosures are prohibited. Awnings and patio covers are prohibited.
 - h. Barbeques: No barbeques shall be allowed in any Exclusive Use Common Area Balcony and/or Patio or any portion of the community except for previously installed barbeques by the Declarant.
 - i. Sports Equipment: No exterior roof mounted mechanical equipment, poles or masts shall be constructed on or attached to or erected or maintained on any Unit or balcony/patio area. No temporary or permanent basketball standard or backboard, or other sports apparatus shall be constructed, erected, installed or maintained on any Unit or balcony area, or on any portion of the Project.
18. Signs: No sign or advertising device shall be displayed on or in a Condominium which is visible from the exterior of the Condominium, except the following:
 - a. Each Unit may have no more than one (1) for sale or lease sign that is no larger than eighteen inches (18") by twenty-four inches (24") in size, and shall be of a color and style authorized by the Board. The sign should be posted in the area designated for such purpose by the Association.
 - b. One nameplate or similar Owner name or address identification which complies with the Architectural Guidelines. Non-commercial signs permitted by law (Civil Code Section 1353.6).
 - c. Any other sign or display authorized by the ACC, the Board, or otherwise allowed by law.



19. Fences, Walls and Other Similar Improvements: No fences, awnings, ornamental screens, screen doors, sunshades or walls of any kind shall be erected or maintained on or around any portion of any structure or elsewhere within the Project except those that are installed in accordance with the original construction by Declarant.
20. Antennas See Satellite Dish and Antenna Policy (attached)

Miscellaneous

1. Number of Plans
Three (3) sets of plans must be submitted for review by the Association's architect. The quantity is intended to speed the process so that plans can be distributed, if needed, to the Associations structural, electrical, mechanical and acoustical consultants.
2. Variances
Where circumstances justify it, the Association may allow reasonable variances. The granting of such variances does not constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for review.
3. Existing Nonconforming Improvements
Existing nonconforming improvements do not constitute a basis for allowing any new nonconforming improvements. The acceptance of any plans, drawings or specifications for any work done or proposed does not constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for review.
4. Building Department Alterations
Any changes made by the building department must be forwarded to the Association's architect for review and approval before work may commence.
5. Conflicts between City and Association
Any Construction, repair, modification, or alteration of any improvements requiring the issuance of a building permit must be submitted to the appropriate governmental entity for review and approval. In the event of a conflict in the conditions of approval imposed by the entity and the Association, the more restrictive conditions will control. Nothing in these architectural standards limits the Association from imposing conditions of compliance which are more restrictive than conditions imposed by governmental agencies.
6. Building Permits Do Not Constitute Approval
Owners must separately obtain all appropriate building permits from the City of Los Angeles. However, building permits do not constitute approval by the Association nor does review by the Association constitute by the city or waivers of any applicable status. These are two separate procedures and owners must comply.
7. Corrections and Comments to Plans
Corrections to plans or comments made by the Association do not relieve the Owner of his or her responsibility to engineer the proposed work properly and to comply with applicable building codes, ordinances and specifications.
8. Concealed Conditions
Any concealed conditions, building code violations and/or deficiencies discovered during the remodeling must be corrected at the owner's expense.



**VUE HOMEOWNERS' ASSOCIATION
HOME IMPROVEMENT AGREEMENT**

_____ Owner as ("Owner") of Unit # _____ ("Unit") wishes to remodel/redecorate and/or make improvements or alterations to his or her Unit.

OWNER AGREES as follows:

1. Scope of Work
All proposed alterations shall be submitted for review and approval. Upon written approval by the Architectural Control Committee, the approved scope of work shall constitute the "Project." All necessary Building Department permits shall be obtained prior to the commencement of the Project. No work shall be done except when written approval from the Architectural Control Committee has been received.
2. Deposit
Owner shall provide the Association with a deposit ("Deposit (as set forth on the current Fee Schedule available from Management) The Deposit will be used to offset expenses incurred by the Association including, but not limited to, repairing damage to the Association's Common Areas, as well as fines and penalties, if imposed after notice and hearing. The Deposit shall not restrict the amount of monies the Association may charge against Owner for reimbursement of expenses incurred by the Association or penalties assessed against Owner related to the Project. If the Deposit is not sufficient to cover all reimbursements, damages, and/or fines, Owner may be assessed for the difference. The remainder of the Deposit, if any, shall be returned upon satisfactory completion of the Project.
3. Reimbursement of Expenses
Owner shall reimburse the Association for all costs and expenses incurred by the Association related to the presentations, approval and completion of the Project, including consulting, inspection and attorneys' fees.
4. Compliance with Architectural Guidelines
Owner acknowledges receipt of the Association's Architectural Guidelines including Plan Requirements and Contractor Rules. Owner shall ensure that all contractors and subcontractors receive a copy of the Association's Contractor Rules and abides by them. Owner acknowledges he/she is liable and wholly responsible for the conduct and actions of his/her contractor(s).
5. Liability for Damage
Owner shall be responsible for all injuries to persons and/or property damage to Common Areas or other Units caused by the Owner or related to or arising out of the Project. If the damage is not repaired in a timely manner, the Association may make the repairs and deduct the expenses from the Deposit and/or assess the Owner, after notice and hearing.
6. Concealed Conditions
All *Building and Fire Code* violations and/or deficiencies discovered during the course of the Project shall be reported to the Association and proper governmental authorities and shall be corrected at Owner's sole expense, whether such conditions are found in the Unit or the Common Areas surrounding the Unit. Contractors must walk through with the Building engineer to go over repairs and alterations to be made prior to the start of construction.



7. Licensed and Insured Vendors
Only licensed and insured construction managers, contractors, subcontractors and vendors shall make alterations to, direct alterations to, oversee alterations to, or make architectural decisions affecting any portion of the community. Each must carry *Workers' Compensation Insurance* and *Commercial General Liability Insurance*. Even if they are licensed and insured, they may be banned from the building, if in the opinion of the Board; they are unreliable, unsafe or establish a pattern of violating the Association's rules or standards.
8. Inspections
The Association shall have the right, but not the obligation, to periodically inspect the Project without prior notice. Owner agrees to allow inspections and agrees the Project shall be halted and Owner fined \$500.00 every time an inspection is not allowed. Such inspections do not relieve Owners from their duty to comply with the Association's Architectural Guidelines and all applicable Building and Fire Codes.
9. Compliance with Code
Owner shall ensure that all work and materials related to the Project will comply with all applicable Building and Fire Codes. Owner shall obtain all necessary permits required by the governing agencies to perform the work.
10. Water and Utility Shut-Offs
Water and utility shut-offs to the Unit shall be coordinated with Management and the building's Chief Engineer.
11. No Floor or Structural Ceiling Penetrations
Owner understands that Vue is a post-tensioned concrete structure and warrants that NO CORING, CUTTING, CHIPPING, TRENCHING OR PENETRATIONS of the floor slabs or structural ceiling shall be made. Owner further understands and agrees that violation of this provision may result in substantial fines, suspension of all work in the Unit, immediate repairs at Owner's expense, and significant daily fines until such repairs are completed. Owner further agrees that any penetration made will be at least 4-3/4" away from the edge of the slab and that no penetration shall be greater than 3/4" from the surface of the ceiling or floor. All ceiling and floor penetrations must be at least 18" apart from any other surface penetration.
12. Hardwood, Tiles, Stone Flooring
Hard-Surfaced floors are permissible in certain locations within the unit and must be installed using proper acoustical insulating materials so as to avoid noise problems with sound transfer. Please refer to section 12.1.15 of your CC&R's. Make sure your installer knows that he or she needs to meet a 52 dB FIIC rating. The manufacturers can supply your installer with the specifications they need for installing the materials. Please make sure your installer accounts for these in his or her bids. If hard surface floor is not installed to the appropriate sound proofing level, Owner may be required to carpet over or remove floor.
13. Diligent Construction
The project must be completed within the agreed schedule presented with the application from the Architectural Control Committee approval of the Project. Extensions may be granted at the Board's discretion for delays caused by strikes, fires, holidays or other events beyond Owner's control. If the Project is not completed within the agreed time frame and no extensions have been granted, then, after Notice and Hearing, FINES SHALL ACCRUE at the current daily rate set forth on the Schedule of Fines until the Project is completed. If work has not begun within two (2) months of the approval, the approval shall expire.



- 14. *Incomplete or Inadequate Work*
If the Project is incomplete or is completed in such a manner that Common Areas are adversely affected, the Association may correct the problem and deduct the cost from the Deposit and/or assess the Owner for reimbursement, after notice and hearing, or take legal action to have the problem corrected.

- 15. *No Mechanics Liens*
Owners agree to indemnify and hold harmless the Association and its members against liability or loss arising from mechanics liens resulting from work on the Project.

- 16. *Indemnity*
The Association's consent to the Project shall not give rise to any liability by the Association or its representatives. Owner agrees to indemnify, hold harmless and defend the Association and its officers, directors, employees and agents from claims arising from the Project or its approval by the Association. This indemnity shall survive the termination of this Agreement.

- 17. *Enforcement Provisions*
The Association shall have the authority to impose monetary penalties, suspend work as well as workers' access to the Project, cure the violation or repair the damage and assess for reimbursement, and take such other action as may be allowed by law. Violations of the Association's rules may result in monetary penalties as set forth on the Schedule of Fines. Failure to comply or to restore conditions shall result in additional fines. Serious violations or actions endangering the health, safety, or welfare of residents, Association employees or guests will result in larger monetary penalties and/or expulsion of workers from the building. However, no such fines or penalties shall be imposed until after the Owner has been given notice and opportunity for a hearing, as required in the Association's Enforcement Policy.

- 18. *Third Party Architectural Review Requirement:*
To ensure the structural integrity of Vue is maintained, a third party architectural review company has been retained.

Owner's Signature _____

Date _____

**VUE HOMEOWNERS' ASSOCIATION
HOME IMPROVEMENT FORM**

RETURN FORM TO: Vue Homeowners' Association
c/o Management Office
255 W 5th Street
San Pedro, CA 90731-3303
(310) 519 - 1553

Date: _____

Unit #: _____

Name of Owner(s): (1) _____

(2) _____

Current Mailing Address(es):

(1) _____

(2) _____

Home phone: _____

Home phone: _____

Work phone: _____

Work phone: _____

Cell phone: _____

Cell phone: _____

Email: _____

Email: _____

Please provide the following:

Name and company name of general contractor:

Phone numbers: _____

State License Number: _____

Name and company name of designer:

Phone numbers: _____

Name of other important contacts for this Project and phone numbers:

Insurance Carrier _____

Phone No. _____

Flooring _____

Phone No. _____

Painting _____ Phone No. _____

Other Vendor _____ Phone No. _____

Briefly describe proposed improvements (attach plans if applicable):

Proposed start date: _____

Estimated date of completion: _____

I/We, _____, legal Owner(s) of Unit # _____, understand that I/we am/are responsible for my worker's actions and any damages to the Common Area while the workers are in the building.

I/We have deposited with the Association, through Management, a check in the amount of \$ _____. I/We understand that the Architectural Review/Security Deposit is collected with an Owner's Architectural Application. Owners will be required to pay any fees, costs or outside 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 Specification by an architect or the Architectural Review Committee. Any damage to the buildings common areas caused by the homeowner's contractor is deducted from the deposit. If there is no damage and the work is in compliance with the approved plans, the homeowner will be refunded any balance of the Review/Security Deposit.

I/We further understand that these Architectural Guidelines are solely for the purpose of assisting in my/our construction project and are not inclusive of all Association policies and rules which might apply from time to time. Although certain building plans may be made available to me by the Association I/we assume full responsibility to verify any items on the plans which might affect my modifications.

I/We also understand that the Association, through the Board or its agent, has a right to inspect the premises at any time during normal business hours. I/We will comply with all city, county and state building codes and obtain necessary permits and inspections and will deliver a copy of same to the Management Office of the Association in a timely manner.

Unit Owner

Date

Unit Owner

Date

FOR OFFICE USE ONLY

Date Received: _____

Date Approved*, Disapproved, or Approved with Conditions: _____

Date Letter of Approval*, Disapproval, or Approval with Conditions Sent: _____

Date Insurance Received for Contractor: _____ Expiration Dates: _____

* Any approval is conditioned upon the proposed improvements complying with all applicable laws and codes, including the California Fair Employment and Housing Act, building code or other applicable law governing land use or public safety. Thus, to the extent any of the proposed improvements violate any of these applicable laws and codes, the Association's approval shall be void and no effect as to the improvement(s) that violate any of the laws and codes.

**VUE HOMEOWNERS' ASSOCIATION
NOTICE OF COMPLETION FORM**

This form must be completed and submitted to the Vue Homeowners' Association upon completion of an Owner's improvements to the Unit. Upon APPROVAL of the completed Project, any remaining balance from the application review/security deposit will be refunded to you, as applicable per the following statement: Any damage to the buildings common areas caused by the homeowner's contractor is deducted from the deposit. If there is no damage and the work is in compliance with the approved plans, the homeowner will be refunded any balance of the Review/Security Deposit.

Today's Date: _____ / _____ / _____

Unit #: _____

Address Where Work Took Place: _____

Mailing Address: _____

Daytime Phone: (____) _____ - _____

Evening Phone: (____) _____ - _____

Email Address: _____

Notice is hereby given that the undersigned is the Owner of the property where the work took place and that the work was completed on the date specified below:

Date Work Was Completed: _____ / _____ / _____

Applicant's Name: _____
(Please Print)

Applicant's Signature: _____

Please provide the following documents in order that the Notice of Completion may be reviewed.

- Photographs of everything completed on the property.
- Copy of approved stamped plans *(and any approved revised/amended plans)*.

(Do Not Write Below Line. This is to be completed by Architectural Committee Only)

.....
Committee Comments:

APPROVED AS SUBMITTED

Submittal:

NOT APPROVED

1st 2nd 3rd

- | | | | |
|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Incomplete Submittal |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Require Additional Information |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Appearance Evaluation Review |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Checklist |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Completion of Home Improvement Form |

Submittal:

APPROVED WITH CONDITIONS

1st 2nd 3rd

- | | | | |
|--------------------------|--------------------------|--------------------------|------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Community CC&R's |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Notes on Plans |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Appearance Evaluation Review |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Plan Check Review Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Other _____ |

Consultant Signature:

Signature (1st Submittal)

Date

Signature (2nd Submittal)

Date

Signature (3rd Submittal)

Date



MOVE-IN/MOVE-OUT PROCEDURES

INITIAL MOVE-INS (UNITS PURCHASED FROM DECLARANT)

Please contact Vue Management at (310) 519-1338 for specific details relating to move-in fees, deposits, scheduling, and pre-qualified movers. Initial move-ins can be from an Owner or tenant. The procedures below are for moves after the initial sell-out of the community. However, please take the time to review these procedures as some items may apply to initial move-ins.

MOVE-IN/OUT PROCEDURE

All move in/out and deliveries at Vue must be coordinated through the Association (310) 519-1338. Additionally, to ensure that current procedures regarding a move in/out at Vue are being followed, homeowners should obtain a copy of the move in/out policy.

PRIOR TO YOUR MOVE

TO ENSURE PROPER SCHEDULING AND AVAILABILITY OF THE MOVE-IN ELEVATOR DESIGNATED FOR YOUR MOVE, PLEASE CONTACT MANAGEMENT **AT LEAST SEVEN (7) BUSINESS DAYS IN ADVANCE** TO RESERVE A TIME 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 (last page of this section) at the time you schedule your move.

MOVING FEE, DEPOSIT AND SCHEDULING

The Association has a list of pre-qualified moving vendors. A refundable deposit of \$500 will be required from Owners using any other moving vendor or method besides the Association's pre-qualified vendors.

Each Owner must schedule their move-in/move-out date and time. At the time you schedule your move, you must sign the Move-In/Move-Out Agreement stating that you understand that **a refundable deposit of \$500, if applicable, must be delivered to Management Office three (3) business days prior to the scheduled move-in/move-out.** The deposit is applicable to all damage, repair, and cleaning of the Common Area, losses or other liabilities and charges incurred as a result of the move. Additionally, the Owner accepts total responsibility for the cost of any damage, repair, cleaning, losses or other liabilities that may exceed the amount of the deposit.

If you need to cancel or reschedule your move, please contact Management at least one (1) business day in advance. You may be charged a cancellation fee if you fail to provide this advance notice. In addition, completing or attempting a move that was not scheduled could result in a fine assessed to your account.

TIMES YOU MAY MOVE

Move-in/move-outs will be conducted between 9:00 a.m. and 5:00 p.m. daily, except for the following Holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Yom Kippur and Christmas Day. These days and times are subject to change. Move-in times are reserved in four (4) hour increments from 9:00 a.m. to 1:00 p.m. and from 1:00 p.m. to 5:00 p.m. You may be charged additional fees if your move exceeds your reserved four (4) hour time block. An appointment to schedule a move-in or move-out of the building must be made seven (7) business days in advance of the move to ensure access to the elevator within a specific timeframe and day. Please call management to schedule moves and deliveries. Unscheduled moves will not be allowed use of the elevators. **Moves will be allowed to use the freight elevator exclusively for a maximum of one (1) hour during the scheduled time slot. The remaining three (3) hours, the move will be allowed to use a standard elevator exclusively.**



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 Management. As certain areas must be kept free of parked vehicles it is essential that the arrival time of moving vans be confirmed with Management. If you have any questions or concerns about the size of the vehicle you intend to use, please discuss this matter with Management PRIOR to the day of your move-in.

YOUR MOVING COMPANY

Please choose your moving company carefully! You, as the Unit Owner or tenant, are fully responsible for any damage done to the Common Area during your move. Because of this liability, it is important that the moving company carry its own insurance for such damage.

Prior to any move, 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.

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.

In order to allow the elevator to be held to one floor, the mover must register with Management during the scheduled day and time.

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 Management, so that they have a clear understanding of the Vue moving requirements. In addition, Management must receive a signed **Moving Company Move-In/Move-Out Procedures Acknowledgement Form** signed by your moving company.

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.

BE SURE YOU KNOW:

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

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 building may not be used for disposing of debris. Please contact Management for further details.



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

FUTURE MOVES/DELIVERIES

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

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



**VUE HOMEOWNERS' ASSOCIATION
OWNER MOVE-IN/MOVE OUT AGREEMENT**

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

As an Owner of the Vue Homeowners' Association, I have read the Move-In/Move-Out Procedures for Vue located within the Residential Handbook for Vue. I understand that a deposit of \$500 must be delivered to Management Office three (3) business days prior to the scheduled move-in/move-out. The deposit is applicable to all damage, repair, cleaning, losses or other liabilities and charges incurred as a result of the move. Additionally, the Owner accepts total responsibility for the cost of any damage, repair, cleaning, losses or other liabilities that may exceed the amount of the deposit. The deposit will be waived if the Owner utilizes the Association's pre-qualified moving vendor.

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 Move-in/Move-out Procedures of the Residential Handbook.

Name

Date

Signature

Condominium Number

Please send your completed form to:

Vue Homeowners' Association
c/o Management Office
255 W 5th Street
San Pedro, CA 90731-3303
F: (310) 519-1249

**VUE HOMEOWNERS' ASSOCIATION
MEMO TO MOVING COMPANY PERSONNEL**

TO: MOVING COMPANY PERSONNEL

FROM: Vue Homeowners' Association

DATE: _____

SUBJECT: MOVE-IN POLICIES OF VUE

These policies should be reviewed by the Moving Company Supervisor prior to the move. Vue will only allow moving companies on the property that will cooperate in keeping the building secure and the property damage-free. In the case, that the elevator key or any access keys, if provided by the Association or Management, 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 Vue, please make note of the following policies. If you have any questions about these, policies, please contact the Management 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. Please mail the certificate to:

VUE HOMEOWNERS' ASSOCIATION
c/o Management Office
255 W 5th Street
San Pedro, CA 90731-3303
P: (310) 5191338
F: (310) 519-1249

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. If provided by Management, 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 hand trucks must be used at all times. The association's equipment (dollies, hand trucks and vacuums) will not be provided by the Association.
8. Moves are scheduled from 9:00 am to 5:00 pm, daily. No moves are allowed on 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, if designated by the Owner, 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.



**VUE HOMEOWNERS' ASSOCIATION
MOVING COMPANY MOVE-IN/MOVE-OUT PROCEDURES ACKNOWLEDGMENT FORM**

I have read, understand and agreed to fully comply with the Move-In/Out Policies of Vue. Without limiting the foregoing, I agree that the company specified below will (a) be required to register with Management 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 Management or homeowner, and (d) be responsible for any damage caused to the Project as a result of the move. I further acknowledge that Management 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 Management prior to any move-in or move-out.

Signature of Moving Company Supervisor

Date

Moving Company Name

Resident's Name

Condominium # _____

Please send your completed form to:

Vue Homeowners' Association
c/o Management Office
255 5th Street
San Pedro, CA 90731-3303
F: (310) 519-1249



FORMS

**VUE HOMEOWNERS' ASSOCIATION
LEASE/EXCHANGE OF PARKING OR STORAGE SPACE
(Declaration, Article 3, Sections 3.7.7, 3.7.8, and 3.8.7)**

All record Owners (for example, husband and wife/all joint tenants/all tenants in common) of a Unit must agree to the 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: _____

Unit No.: _____

Action: _____ (lease or exchange)

Assigned Parking Space No.: _____

Assigned Storage Space No.: _____

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

Owner/Resident: _____

Owner: _____

Unit No.: _____

Action: _____ (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 the Vue Homeowners' Association 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 Vue.

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 an exchange of Assigned Parking Space or Assigned Storage Space, indefinitely. 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 or potential liability arising from such change in Association records.

Signature: _____ Unit #: _____ Date: _____

Print Name: _____

Signature: _____ Unit #: _____ Date: _____

Print Name: _____

Signature: _____ Unit #: _____ Date: _____

Print Name: _____

**VUE HOMEOWNERS' ASSOCIATION
WAIVER OF LIABILITY FORM**

The Guest acknowledges the risks inherent in the use of Vue's services and facilities. The Guest certifies that he/she is in good health, is physically able to undertake and engage in any physical exercise or sports activities in which they choose to participate and suffer from no physical defect or condition that would render such participation dangerous. By use of Vue's facilities and services, the Guest hereby voluntarily assumes all risk of injury, accident, death, loss, cost or damage to his/her person or property that may arise from the use of Vue's services or facilities. The Guest (and their respective heirs and executors) hereby release and hold harmless Vue Homeowners' Association and its directors, officers, employees and agents for, from and against all claims, losses and liabilities for personal injury or property damage of any kind sustained while on the premises of Vue.

Guest's Name _____ Age _____

Address _____

City/State/Zip Code _____

Home Phone _____ Work Phone _____

Email Address _____

I am a guest of _____ Unit # _____

Signature _____ Date _____

Owner Signature _____

**VUE HOMEOWNERS' ASSOCIATION
REQUEST FOR DISABLED PARKING SPACE FORM**
(Declaration, Article 3, Section 3.7.10)

The undersigned Owner requests assignment of a Disabled Parking Space based on the attached documentation issued by the California Department of Motor Vehicles. Owner understands that assignment of a Disabled Parking Space shall be in lieu of one of Owner's issued parking spaces that are appurtenant to the Residential Unit.

Please attach a copy of the proof of disabled status, such as a distinguishing license plate or placard issued by the California Department of Motor Vehicles.

All record Owners (for example, husband and wife/all joint tenants/all tenants in common) of a Unit hereby agree to this request for Disabled Parking Space and all such record Owners must sign this form. Please submit proof of Ownership with this form.

Owner: _____

Owner: _____

Unit No.: _____

Existing Assigned Parking Space No.: _____

Existing Assigned Storage Space No.: _____

FOR OFFICE USE ONLY:

The following Disabled Parking Space is hereby assigned to the above Owner:

Disabled Parking Space No.: _____

Please send your completed form to:

Vue Homeowners' Association
c/o Management Office
255 W 5th Street
San Pedro, CA 90731-3303
F: (310) 519-1249

**VUE HOMEOWNERS' ASSOCIATION
RECREATIONAL FACILITIES RESERVATION INFORMATION**

The Recreational Facilities are primarily for the development of educational, social, cultural and recreational programs for residents. The Recreational Facilities are not to be used by residents for personal profit or financial gain, business related activities, political purposes, or fund raising for external charitable purposes.

A security deposit and usage fee **MUST** accompany the completed application at least seven (7) days prior to the event. Residents seeking to use the Recreational Facilities should plan ahead as reservations to use the Recreational Facilities are available on a first-come, first-serve basis. Applications will not be accepted more than six months in advance of the function. Management will review the application for availability and receipt of all documents and fees. At least twenty-four (24) hours prior to the function, the resident must provide, to Management or if applicable the lobby attendant, a guest list of persons attending the event at the Recreational Facilities, and a certificate of liability insurance naming as additional insured the Vue Homeowners' Association and Management. Only guests on the guest list will be admitted. **Please note that a reservation is necessary with parties larger than eight, for exclusive use and if food or beverages will be served.**

All functions **must** be over, with facilities cleaned and trash removed, by the end of the reserved time. The lobby attendant will be present to enforce closure times.

The security deposit will be refunded to residents only after a representative of Management has reviewed the completed facility inspection sheet to assure there has been no property damage or a violation of the Vue Residential Handbook, which may require payment and/or reimbursement to the Vue Homeowners' Association.

Management has the right to deny any application based on priority use by the Board of Directors or the Vue Homeowners' Association, or in their general judgment based on the size or nature of the event. Management has the right to increase usage fees if residents have more actual guests than indicated in the reservation. In no event may the number of attendees exceed the maximum capacity of the Recreational Facilities as determined by applicable Fire Code.

Cancellations

Must be made 48 hours in advance to assure return of the Usage Fee.

Usage Fees for the Barbecues (2 grills), Rooftop Terrace, Community Room and Business Center are set forth on the current Fee Schedule available from Management.

The usage fee is used to cover cleaning related expenses, normal wear and tear to furnishings, barbecue equipment, as well as for the administrative oversight of the rental process. The usage fee, and security deposit, must be paid at the time the reservation application is submitted.

To ensure that the Recreational Facilities are returned to their original condition, there is also a security deposit that will be required at the time of application as set forth on the current Fee Schedule available from Management). This deposit, or a portion thereof, may be returned so long as no damage is sustained in conjunction with the use of the areas. Any damage in excess of the deposit will be charged to the reserving resident.

Recreational Facilities Rules

1. Carpooling is encouraged, as the guest parking structure must accommodate not only your guests but also the guests of the other residents who may be visiting at the same time of your function. Functions requiring parking in excess of twenty (20) vehicles must advise Management to determine the appropriate arrangements which may include valet service at the reserving resident's sole cost.
2. The reserving resident is responsible for returning the Recreational Facilities to its original condition (i.e. trash, food and decorations disposed of, furniture arranged and stored in storage closet as original condition prior to event, kitchen cleaned and floors mopped and vacuumed). Confetti may not be used to decorate, staples on the walls are prohibited and rice or birdseed is not allowed to be thrown. All damage or cleanup costs for failure to meet these requirements will be charged to the reserving resident.
3. Functions with minors (persons under the age of 18) require at least one adult chaperone per 10 minors. Failure of this requirement will constitute forfeit of a security deposit and immediate cancellation of the party.
4. You must be at least 21 years of age and be the Owner of record to reserve the Recreational Facilities. If you rent your home, proof of your resident status must be provided along with the application and the Owner of record must sign the application. The Owner of record, as a Member of the Association, is responsible for the conduct and actions of his/her resident, including compliance with all rules and regulations, including these Recreational Facilities rules and regulations. The Owner shall also be responsible for reimbursing the Association and paying for any costs or expenses charged to the reserving resident, if unpaid by the resident, after notice and hearing.
5. The application must be filled out by the resident requesting use of the Recreational Facilities. The address on the check (s) must match the name on the application.
6. The reserving resident on the application must be present at all times. Failure of this requirement will constitute forfeiture of the entire security deposit and immediate cancellation of the function.
7. All deposits and fees required for reserving the Recreational Facilities are determined by the Vue Homeowners' Association and the Board of Directors and enforced by Management on their behalf.
8. All Usage Fees are non-refundable. Security Deposits may be refundable. Fees and Deposits are payable to the Vue Homeowners' Association.
9. All reservations are made by Management in accordance with approved procedures by the Vue Homeowners' Association and the Board of Directors.
10. Residents may make reservations by submitting a completed application, a certificate of insurance and any required deposits and fees. No reservation shall be made without all of the above.
11. All reservation dates are subject to availability. A reservation is not confirmed until written confirmation is received.
12. The resident responsible for the function shall reimburse all costs for damages pertaining to violations of these rules and the Vue Residential Handbook.

13. Management reserves the right to terminate any function due to excessive noise, abuse of the facility, violation of this contract or failure to adhere to the Vue Residential Handbook.
14. The reserving resident shall compensate the Vue Homeowners' Association for any excessive costs for outside services, such as fire and/or police, levied against the Vue Homeowners' Association as a result of actions of the reserving resident and/or such resident's guest's use of the Recreational Facilities.
15. Management, the Vue Homeowners' Association and the Board of Directors are not responsible for the set up or clean up of any function unless such function is sponsored by the Vue Homeowners' Association or the Board of Directors.
16. The reserving resident is responsible for keeping his/her guests within the reserved area.
17. The sale of alcoholic beverages is not permitted; nor is the consumption of alcoholic beverages by persons under 21 years of age.
18. The responsible Owner and reserving resident agree to indemnify, hold harmless and defend the Vue Homeowners' Association, Management and their agents and employees, and the Association's Board of Directors, from and against any and all claims for damage, liability, loss of property injury, expense and costs (including, without limitation, attorneys fees and costs and costs of enforcing this indemnity) related to or arising from the reservation and use of any Association facility.
19. The reserving resident agrees to provide the Vue Homeowners' Association with a Certificate of Insurance naming as additional insured the Vue Homeowners' Association and Management, for the date and time of the function. This certificate is available through the homeowner's insurance agent. It can be faxed or delivered to Management.

Community Room

As determined by the Los Angeles County Fire Authority, the maximum occupancy for the Community Room is 30 persons. This includes any catering or service staff. Please observe this maximum occupancy limit, as it is required by law and contributes to the safety of your guests. All functions **must** be over, with facilities cleaned, doors locked and trash removed by 11:00 P.M. The lobby attendant will be present to enforce closure times.

Additional Rules applicable to Community Room Reservations

1. It is the resident's responsibility to pay for the service of an extra attendant if you are expecting over 20 guests. These services will be billed at a direct pass through rate of \$25 per hour with a four-hour minimum and are subject to change. Advance arrangements and payment through Management are necessary. A check for the extra attendant shall be made out to the Vue Homeowners' Association and is expected at the time your application is submitted. Any applicable fees will be charged for the entirety of your function, not simply when the function is in progress. Failure to comply with these requirements may result in a \$100.00 fine.
2. The reserving resident is responsible for keeping his/her guests within the reserved area. The reserving resident is not entitled to the use of the pool, barbecue or fitness area in conjunction with the reservation of the Community Room.



Rooftop Terrace & Barbecue Area

Two barbecues have been installed for the use and enjoyment of all Residents and their guests. For use by residents and up to eight (8) guests the barbecues is available on a first-come, first-served basis. If the number of guests exceeds eight (8) people, a reservation must be made and a usage fee and security deposit as set forth on the current Fee Schedule available from Management, will be charged. The hours of the rooftop terrace and barbecue area are daily, 8:00 a.m. to 10:00 p.m. Please make sure the barbecues are turned off after each use and that the grills and surrounding area are properly cleaned and that all debris and personal items are disposed of and/or removed before leaving.

Swimming Pool & Spa Rules

1. Pool and Spa hours are Sunday to Thursday, 5 a.m. to 10 p.m., and Friday to Saturday, 5 a.m. to 11 p.m. We ask that you please be considerate of your neighbors while using the pool and spa.
2. **NO LIFEGUARD IS ON DUTY!** Lifeguard or supervisory service is not provided. Even if a monitor is present, anyone using the recreational facilities shall do so at their own risk, responsibility and liability.
3. Recreational facilities are reserved for full-time residents of the community and their guests. The Association has the discretion to require that guests complete a waiver of liability form, a copy of which is attached to this Handbook. Owners who have rented or leased their property are not entitled to use the recreational facilities. Residents must accompany their guests at all times when using the recreational facilities.
4. Anyone not abiding by the posted rules may be asked to leave the pool or spa areas by any Member of the Association or employees of the Association or Management.
5. Elderly persons, pregnant women, infants, and those with health conditions requiring medical care should consult with a physician before entering the spa. Children under the age of 14 years are not allowed in the pool or spa area unless accompanied by an adult 18 years of age or older.
6. **SAFETY EQUIPMENT HAS BEEN PROVIDED FOR EMERGENCY USE ONLY.**
7. All incontinent persons (whether infants, toddlers, children or adults) must wear a diaper, plastic pants, and a swim suit while using the pool or spa.
8. Appropriate bathing attire must be worn.
9. Surfboards, boogie boards, beach balls, floating or inflatable devices are not permitted in the pool or spa.
10. Pets of any kind are not permitted in the pool or spa areas except with the specific prior written approval of the Board.
11. For safety reasons, no glass or sharp objects are allowed in the pool or spa. If glass or sharp objects are brought to the pool area and they cause an accident, the responsible Owner will be liable for the cost of any resulting damage or injury. Only plastic or suitable non-breakable containers are allowed near the pool area.
12. Diving is not permitted in any areas of the pool or spa. Running, pushing or boisterous activity in or around the pool or spa areas is also prohibited.
13. No tennis balls, baseballs, footballs, basketballs, Frisbees, cans, foreign objects, foreign substances (bubble bath, soap, beverages, etc.) non-floating objects (such as rocks,



marbles, coins and the like) or pool furniture are to be thrown into or around the pool or spa.

14. Wheeled toys or vehicles including skateboards, roller blades, roller skates or bicycles are not allowed in the pool or spa area.
15. Cellular phones, radios, cassette, or CD players must be battery operated and headsets must be worn. The noise level must be kept to your personal area only so as not to disturb others. The Association may post additional rules regarding the use such devices at the pool area.
16. Each resident is responsible for placing his/her (and guests') litter and debris in the trash receptacles prior to leaving the pool and spa area.
17. With the exception of the spa timer, adjustment of any control regulating to the pool or spa, lights or other common service is not permitted. Upon arrival of the pool and spa maintenance crew, pool or spa users are asked to temporarily vacate the pool or spa areas until cleaning and service is completed.
18. Pool areas are to be entered through the gates only. Climbing over a fence to enter or exit the pool and spa area is strictly prohibited. Gates are to remain closed and locked at all times. Access FOBs are provided to every Unit. The lending of keys to non-residents for use of the pool and spa area is strictly prohibited.
19. The Association reserves the right to limit, on a reasonable basis, the number of guests using the recreational facilities at any given time. If a resident intends to have eight (8) or more guests using the recreational facilities, the resident must schedule such event with the concierge and a fee may be charged. Individuals or groups must not occupy the pool or spa to the effective exclusion of others.
20. Hot water immersion while under the influence of alcohol, narcotics, drugs or medicines may lead to serious consequences and is not recommended. Long exposure may result in nausea, dizziness or fainting.
21. It is recommended that individuals not use the pool alone. The "buddy" system is recommended for all swimmers at all times.
22. Persons with open cuts, wounds or rashes may not use the pool or spa. Anyone having a skin disease, sore or inflamed eyes, nasal or ear discharge or any communicable disease may not use the pool or spa.
23. Intoxicated persons are prohibited from using or being in close proximity to the pool, sauna or spa.

Business Center/Conference Room

1. The business center/conference room is available for use by Residents and their tenants daily from 5:00 a.m. to 10:00 p.m. on a first-come, first-served basis. Hours for the business center/conference room may change from time to time as determined by the Board.
2. The business center/conference room is available for reservation for private meetings (up to 4 hours.) In order to reserve the business center/conference room you must complete a Recreational Facilities Reservation Application and return to Management.
3. Minors under the age of 18 are not permitted to use the business center/conference room unless accompanied by an adult.



VUE HOMEOWNERS' ASSOCIATION RECREATIONAL FACILITIES RESERVATION AGREEMENT & APPLICATION

4. The business center/conference room is equipped with a conference table, conference chairs and workstations with internet access. Please use these facilities as intended.
5. In the case that all workstations are being used and there are other Residents waiting, you must limit your usage time to thirty (30) minutes.
6. Food and drinks are prohibited in the business center/conference room.
7. Please remove all papers and other personal items from the business center/conference room prior to leaving.
8. All persons using the business center/conference room do so at their own risk. Neither the Association nor any personnel of the Association will be responsible for any loss or liability arising from use of the business center/conference room or malfunctions of any business center/conference room equipment. Persons using the business center/conference room agree to indemnify, hold harmless and defend Vue Homeowners' Association, the Property Management Company and the Board of Directors from any and all claims for damage, liability, loss of property, expense or costs incurred or connected with use of the business center/conference room.

**VUE HOMEOWNERS ASSOCIATION
RECREATIONAL FACILITY APPLICATION AND AGREEMENT FOR COMMUNITY
ROOM**

*APPLICATIONS MUST BE SUBMITTED SEVEN (7) DAYS PRIOR TO USE
Cancellations must be forty eight (48) hours in advance to assure return of Fees*

Unit # _____ Resident: _____ Homeowner *Tenant

*All tenants must obtain the signature(s) of the homeowner(s) of record on this Application and the Use and Rental Agreement.

Address: _____

Telephone: Eve () _____ Day () _____

Reservation Date: _____ Start Time _____ a.m./p.m. Stop Time _____ a.m./p.m.
(include set-up time) (include clean-up time)

Type of Function: _____ (the "Event")

Purpose of Event: _____

Will alcoholic beverages be served at the Event? _____

Will food, drinks or any other item be available for purchase at the Event? _____

Will the event require the purchase of an admission ticket or donation/contribution of any kind to attend?

Where will Event guests and staff park their vehicles? _____

**Maximum Number of Expected Guests: ADULTS _____ CHILDREN _____ TOTAL _____

In the Event that any such Homeowner (i) owes any monies to the Vue Homeowner's Association in an amount equal to or greater than Two Hundred and Fifty and No/100 Dollars (\$250.00) ("Past Due Amount"), and (ii) such Past Due Amount has been delinquent for a period of ninety (90) days or more, such Homeowner's Application shall not be considered until such Past Due Amount has been paid to the Vue Homeowner's Association.

The Event is Held on Behalf of: Homeowner Tenant Third Party

(Initials)

VUE HOMEOWNERS' ASSOCIATION RECREATIONAL FACILITIES RESERVATION AGREEMENT & APPLICATION

- _____ 1. I hereby agree to be solely responsible for any and all damage occasioned by (i) me, (ii) any of my guests; (iii) any of my invitees; and (iv) any of my service providers, contractors, vendors or employees to the Community Room area, Building or any other common areas therein. I understand I will be required to immediately pay for any damage in excess of the security deposit and that such amounts may be billed directly as part of my homeowners' dues.
- _____ 2. I hereby agree to hold the Vue Homeowners Association, a California not-for-profit corporation and Building Management harmless and free from any liability for any personal injury, any personal property damage or any loss sustained by me or any of my guests, any invitees; and any of my service providers, contractors, vendors or employees.
- _____ 3. I hereby agree that immediately following the conclusion of the Event the Community Room and any other common areas in the Building affected by the Event shall be cleaned and returned to their original condition*. All personal items, decorations, Event supplies/rentals and trash must be removed from the Community Room immediately following the Event*.
- _____ 4. I understand and acknowledge that it is my responsibility to pay for the service of an extra attendant if the number of attendees exceeds twenty (20) people. Said services shall be charged at a rate currently established by the board, with a four (4) hour minimum.
- _____ 5. The homeowner of record or the tenant (in the event that the Event is being held by a tenant) shall be present throughout the entire Event and shall comply with any request to control noise, any disturbance or other issues with regard to the Event.
- _____ 6. I understand and acknowledge that no compensation of any kind may be received for usage of the Community Room facilities and that the Event may not be conducted for commercial purposes.
- _____ 7. I understand and acknowledge that I must execute the Recreational Facility Rules provided along with this Application, and if said Event is approved, I hereby agree to comply with all terms and conditions in this approved Application as well as the Recreational Facility Rules.
- _____ 8. I understand the hours of the Community Room are 7am-11pm daily. I agree that the Event in its entirety (including set-up and clean-up) will take place within these usage hours.
- _____ 9. I understand that the usage fees outlined below reflect a four (4) hour reservation block. In the event that I request to reserve the Community Room in excess of four (4) hours, I understand that I will be charged an additional \$25 per hour for up to two (2) hours and my reservation will not extend beyond a six (6) hour maximum.
- _____ 10. I understand that the security deposit (if required) will be deposited by the Vue Homeowners Association prior to the Event date and I understand any refunded amounts will be received within three (3) weeks after the Event has concluded.
- _____ 11. I understand that if the party size exceeds the number of guests indicated on the initial application, it will result in a deduction of the necessary fees from the security deposit refund.
- _____ 12. The reserving resident is responsible for keeping his/her guests within the reserved area. The reserving resident is not entitled to the use of the pool, rooftop, conference room, or fitness area in conjunction with the reservation of the Community Room.

Current applicable fees for Community Room events are noted below:

	9-20 Attendees	20-30 Attendees
Security Deposit:	\$500	\$500
Usage Fee (Tenants Only)	\$200	\$200 + \$25/hr attendant fee

*Homeowner or tenant shall be fully responsible for cleaning up after themselves and all of their guests, invitees, service providers, contractors, vendors or employees. A minimum janitorial fee of \$60.00 may be deducted from the Security Deposit for any extra clean-up after the Event.

VUE HOMEOWNERS' ASSOCIATION RECREATIONAL FACILITIES RESERVATION AGREEMENT & APPLICATION

The undersigned, both individually and on the behalf of the above named applicant, agrees to indemnify, defend and hold The VUE HOMEOWNER'S ASSOCIATION, a California not-for-profit corporation and its officers and agents harmless and free from any liability of any nature, including but not limited to liability for damage or injury to any persons or property, cost of attorney fees arising out of, or in connection with, the use of VUE'S facilities regardless of whether the use was actively or passively negligent, either sole or contributory in connection with such liability. I certify that we have received and read the rules and regulations regarding use of the Recreational Facilities. I, the undersigned, do hereby agree that we will abide by the policies covering the usage of this facility, furniture or equipment caused by the occupancy of our group to the premises. I understand that any violation will result in the immediate closing of the facility.

Notwithstanding anything to the contrary contained herein, this Agreement and the Event contemplated hereby shall at all times be subject to approval by the Board, not to be unreasonably withheld, conditioned or delayed.

ACCEPTED AND AGREED:

I have read and understand the attached Recreational Facility Rules and Agreement and agree to all the terms.

Resident's Signature

Homeowner's Signature

MANAGEMENT USE ONLY

Date Received _____	Entered in Calendar _____
Time Received _____	Confirmation Letter _____
Staff Name _____	Check Returned _____
Entered in Reservation Book _____	Guest List Received _____

Approved () Denied () Date _____ Signed _____
Deposit () Fee () Extra Attendant ()

Check # _____

**VUE HOMEOWNERS ASSOCIATION
RECREATIONAL FACILITY APPLICATION AND AGREEMENT FOR CONFERENCE
ROOM**

*APPLICATIONS MUST BE SUBMITTED SEVEN (7) DAYS PRIOR TO USE
Cancellations must be forty eight (48) hours in advance to assure return of Fees*

Unit # _____ Resident: _____ Homeowner *Tenant

*All tenants must obtain the signature(s) of the homeowner(s) of record on this Application and the Use and Rental Agreement.

Address: _____

Telephone: Eve () _____ Day () _____

Reservation Date: _____ Start Time _____ a.m./p.m. Stop Time _____ a.m./p.m.
(include set-up time) (include clean-up time)

Type of Function: _____ (the "Event")

Purpose of Event: _____

Will alcoholic beverages be served at the Event? _____

Will food, drinks or any other item be available for purchase at the Event? _____

Will the event require the purchase of an admission ticket or donation/contribution of any kind to attend?

Where will Event guests and staff park their vehicles? _____

**Maximum Number of Expected Guests: ADULTS _____ CHILDREN _____ TOTAL _____

In the Event that any such Homeowner (i) owes any monies to the Vue Homeowner's Association in an amount equal to or greater than Two Hundred and Fifty and No/100 Dollars (\$250.00) ("Past Due Amount"), and (ii) such Past Due Amount has been delinquent for a period of ninety (90) days or more, such Homeowner's Application shall not be considered until such Past Due Amount has been paid to the Vue Homeowner's Association.

The Event is Held on Behalf of: Homeowner Tenant Third Party

VUE HOMEOWNERS' ASSOCIATION RECREATIONAL FACILITIES RESERVATION AGREEMENT & APPLICATION

(Initials)

- _____ 1. I hereby agree to be solely responsible for any and all damage occasioned by (i) me, (ii) any of my guests; (iii) any of my invitees; and (iv) any of my service providers, contractors, vendors or employees to the Conference Room area, Building or any other common areas therein. I understand I will be required to immediately pay for any damage in excess of the security deposit and that such amounts may be billed directly as part of my homeowners' dues.
- _____ 2. I hereby agree to hold the Vue Homeowners Association, a California not-for-profit corporation and Building Management harmless and free from any liability for any personal injury, any personal property damage or any loss sustained by me or any of my guests, any invitees; and any of my service providers, contractors, vendors or employees.
- _____ 3. I hereby agree that immediately following the conclusion of the Event the Conference Room and any other common areas in the Building affected by the Event shall be cleaned and returned to their original condition*. All personal items, decorations, Event supplies/rentals and trash must be removed from the Conference Room immediately following the Event*.
- _____ 4. I understand and acknowledge that it is my responsibility to report any malfunction or damage of conference room audio/video equipment.
- _____ 5. The homeowner of record or the tenant (in the event that the Event is being held by a tenant) shall be present throughout the entire Event and shall comply with any request to control noise, any disturbance or other issues with regard to the Event.
- _____ 6. I understand and acknowledge that no compensation of any kind may be received for usage of the Conference Room facilities and that the Event may not be conducted for commercial purposes.
- _____ 7. I understand and acknowledge that I must execute the Recreational Facility Rules provided along with this Application, and if said Event is approved, I hereby agree to comply with all terms and conditions in this approved Application as well as the Recreational Facility Rules.
- _____ 8. I understand the hours of the Conference Room are 5am-10pm daily. I agree that the Event in its entirety (including set-up and clean-up) will take place within these usage hours.
- _____ 9. I understand that the usage fees outlined below reflect a four (4) hour reservation block. In the event that I request to reserve the Conference Room in excess of four (4) hours, I understand that I will be charged an additional \$25 per hour for up to two (2) hours and my reservation will not extend beyond a six (6) hour maximum.
- _____ 10. I understand that the security deposit (if required) will be deposited by the Vue Homeowners Association prior to the Event date and I understand any refunded amounts will be received within three (3) weeks after the Event has concluded.
- _____ 11. The reserving resident is responsible for keeping his/her guests within the reserved area. The reserving resident is not entitled to the use of the pool, rooftop, community room, or fitness area in conjunction with the reservation of the Conference Room.

Current applicable fees for Conference Room events are noted below:

	Less than 12 Attendees (exclusive use)	12-20 Attendees
Security Deposit:	NONE	\$500
Usage Fee (Tenants Only)	\$100	\$200

*Homeowner or tenant shall be fully responsible for cleaning up after themselves and all of their guests, invitees, service providers, contractors, vendors or employees. A minimum janitorial fee of \$60.00 may be deducted from the Security Deposit for any extra clean-up after the Event.

VUE HOMEOWNERS' ASSOCIATION RECREATIONAL FACILITIES RESERVATION AGREEMENT & APPLICATION

The undersigned, both individually and on the behalf of the above named applicant, agrees to indemnify, defend and hold The VUE HOMEOWNER'S ASSOCIATION, a California not-for-profit corporation and its officers and agents harmless and free from any liability of any nature, including but not limited to liability for damage or injury to any persons or property, cost of attorney fees arising out of, or in connection with, the use of VUE'S facilities regardless of whether the use was actively or passively negligent, either sole or contributory in connection with such liability. I certify that we have received and read the rules and regulations regarding use of the Recreational Facilities. I, the undersigned, do hereby agree that we will abide by the policies covering the usage of this facility, furniture or equipment caused by the occupancy of our group to the premises. I understand that any violation will result in the immediate closing of the facility.

Notwithstanding anything to the contrary contained herein, this Agreement and the Event contemplated hereby shall at all times be subject to approval by the Board, not to be unreasonably withheld, conditioned or delayed.

ACCEPTED AND AGREED:

I have read and understand the attached Recreational Facility Rules and Agreement and agree to all the terms.

Resident's Signature

Homeowner's Signature

MANAGEMENT USE ONLY

Date Received _____	Entered in Calendar _____
Time Received _____	Confirmation Letter _____
Staff Name _____	Check Returned _____
Entered in Reservation Book _____	Guest List Received _____

Approved () Denied () Date _____ Signed _____
Deposit () Fee () Extra Attendant ()

Check # _____

**VUE HOMEOWNERS ASSOCIATION
RECREATIONAL FACILITY APPLICATION AND AGREEMENT FOR POOL/SPA
AREA**

*APPLICATIONS MUST BE SUBMITTED SEVEN (7) DAYS PRIOR TO USE
Cancellations must be forty eight (48) hours in advance to assure return of Fees and/or Security Deposit*

Unit # _____ Resident: _____ Homeowner *Tenant

*All tenants must obtain the signature(s) of the homeowner(s) of record on this Application and the Use and Rental Agreement.

Address: _____

Telephone: Eve () _____ Day () _____

Reservation Date: _____ Start Time _____ a.m./p.m. Stop Time _____ a.m./p.m.
(include set-up time) (include clean-up time)

Type of Function: _____ (the "Event")

Purpose of Event: _____

Will alcoholic beverages be served at the Event? _____

Will food, drinks or any other item be available for purchase at the Event? _____

Will the event require the purchase of an admission ticket or donation/contribution of any kind to attend?

Where will Event guests and staff park their vehicles? _____

**Maximum Number of Expected Guests: ADULTS _____ CHILDREN _____ TOTAL _____

In the Event that any such Homeowner (i) owes any monies to the Vue Homeowner's Association in an amount equal to or greater than Two Hundred and Fifty and No/100 Dollars (\$250.00) ("Past Due Amount"), and (ii) such Past Due Amount has been delinquent for a period of ninety (90) days or more, such Homeowner's Application shall not be considered until such Past Due Amount has been paid to the Vue Homeowner's Association.

The Event is Held on Behalf of: Homeowner Tenant Third Party

VUE HOMEOWNERS' ASSOCIATION RECREATIONAL FACILITIES RESERVATION AGREEMENT & APPLICATION

(Initials)

- _____ 1. I hereby agree to be solely responsible for any and all damage occasioned by (i) me, (ii) any of my guests; (iii) any of my invitees; and (iv) any of my service providers, contractors, vendors or employees to the pool/spa area, Building or any other common areas therein. I understand I will be required to immediately pay for any damage in excess of the security deposit and that such amounts may be billed directly as part of my homeowners' dues.
- _____ 2. I hereby agree to hold the Vue Homeowners Association, a California not-for-profit corporation and Building Management harmless and free from any liability for any personal injury, any personal property damage or any loss sustained by me or any of my guests, any invitees; and any of my service providers, contractors, vendors or employees.
- _____ 3. I understand that permission to host an Event in the pool/spa area, does not constitute reserving it for exclusive use. The pool/spa area will remain available for all residents at all times during the Event. Only (up to) one cabana will be used by my party.
- _____ 4. I agree that immediately following the conclusion of the Event the pool/spa area and any other common areas in the Building shall be cleaned and returned to their original condition* All personal items, decorations, Event supplies/rentals and trash must be removed from the pool/spa area immediately following the Event.*
- _____ 5. I understand and acknowledge that it is my responsibility to pay for the service of an extra attendant if the number of attendees exceeds twenty (20) people. Said services shall be charged at a rate currently established by the board, with a four (4) hour minimum.
- _____ 6. The homeowner of record or the tenant (in the event that the Event is being held by a tenant) shall be present throughout the entire Event and shall comply with any request to control noise, any disturbance or other issues with regard to the Event.
- _____ 7. I understand and acknowledge that no compensation of any kind may be received for usage of the pool/spa area facilities and that the event may not be conducted for commercial purposes.
- _____ 8. I understand and acknowledge that I must execute the Recreational Facility Rules provided along with this Application, and if said Event is approved, I hereby agree to comply with all terms and conditions in this approved Application as well as the Recreational Facility Rules.
- _____ 9. I understand the hours of the pool/spa area are Sunday to Thursday, 5 a.m. to 10 p.m., and Friday to Saturday, 5 a.m. to 11 p.m. I agree that the Event in its entirety (including set-up and clean-up) will take place within these usage hours.
- _____ 10. I understand that the usage fees outlined below reflect a four (4) hour reservation block. In the event that I request to reserve the Pool/Spa Area in excess of four (4) hours, I understand that I will be charged an additional \$25 per hour for up to two (2) hours and my reservation will not extend beyond a six (6) hour maximum.
- _____ 11. I understand that the security deposit (if required) will be deposited by the Vue Homeowners Association prior to the Event date and I understand any refunded amounts will be received within three (3) weeks after the Event has concluded.
- _____ 12. I understand that if the party size exceeds the number of guests indicated on the initial application, it will result in a deduction of the necessary fees from the security deposit refund.
- _____ 13. The reserving resident is responsible for keeping his/her guests within the reserved area. The reserving resident is not entitled to the use of the community room, rooftop, conference room, or fitness area in conjunction with the reservation of the Pool Area.

Applicable fees for Pool/Spa Area events are noted below.

	9-20 Attendees	20-30 Attendees
Security Deposit:	\$500	\$500
Usage Fee (Tenants Only)	\$200	\$200 + \$25/hr attendant fee

*Homeowner or tenant shall be fully responsible for cleaning up after themselves and all of their guests, invitees, service providers, contractors, vendors or employees. A minimum janitorial fee of \$60.00 may be deducted from the Security Deposit for any extra clean-up after the Event.

VUE HOMEOWNERS' ASSOCIATION RECREATIONAL FACILITIES RESERVATION AGREEMENT & APPLICATION

The undersigned, both individually and on the behalf of the above named applicant, agrees to indemnify, defend and hold The VUE HOMEOWNER'S ASSOCIATION, a California not-for-profit corporation and its officers and agents harmless and free from any liability of any nature, including but not limited to liability for damage or injury to any persons or property, cost of attorney fees arising out of, or in connection with, the use of VUE'S facilities regardless of whether the use was actively or passively negligent, either sole or contributory in connection with such liability. I certify that we have received and read the rules and regulations regarding use of the Recreational Facilities. I, the undersigned, do hereby agree that we will abide by the policies covering the usage of this facility, furniture or equipment caused by the occupancy of our group to the premises. I understand that any violation will result in the immediate closing of the facility.

Notwithstanding anything to the contrary contained herein, this Agreement and the Event contemplated hereby shall at all times be subject to approval by the Board, not to be unreasonably withheld, conditioned or delayed.

ACCEPTED AND AGREED:

I have read and understand the attached Recreational Facility Rules and Agreement and agree to all the terms.

Resident's Signature

Homeowner's Signature (if applicable)

MANAGEMENT USE ONLY

Date Received _____	Entered in Calendar _____
Time Received _____	Confirmation Letter _____
Staff Name _____	Check Returned _____
Entered in Reservation Book _____	Guest List Received _____

Approved () Denied () Date _____ Signed _____
Deposit () Fee () Extra Attendant ()

Check # _____

**VUE HOMEOWNERS ASSOCIATION
RECREATIONAL FACILITY APPLICATION AND AGREEMENT FOR ROOFTOP**

APPLICATIONS MUST BE SUBMITTED SEVEN (7) DAYS PRIOR TO USE

Cancellations must be forty eight (48) hours in advance to assure return of Fees and/or Security Deposit

Unit # _____ Resident: _____ Homeowner *Tenant

*All tenants must obtain the signature(s) of the homeowner(s) of record on this Application and the Use and Rental Agreement.

Address: _____

Telephone: Eve () _____ Day () _____

Reservation Date: _____ Start Time _____ a.m./p.m. Stop Time _____ a.m./p.m.
(include set-up time) (include clean-up time)

Type of Function: _____ (the "Event")

Purpose of Event: _____

Will alcoholic beverages be served at the Event? _____

Will food, drinks or any other item be available for purchase at the Event? _____

Will the event require the purchase of an admission ticket or donation/contribution of any kind to attend?

Where will Event guests and staff park their vehicles? _____

**Maximum Number of Expected Guests: ADULTS _____ CHILDREN _____ TOTAL _____

In the Event that any such Homeowner (i) owes any monies to the Vue Homeowner's Association in an amount equal to or greater than Two Hundred and Fifty and No/100 Dollars (\$250.00) ("Past Due Amount"), and (ii) such Past Due Amount has been delinquent for a period of ninety (90) days or more, such Homeowner's Application shall not be considered until such Past Due Amount has been paid to the Vue Homeowner's Association.

The Event is Held on Behalf of: Homeowner Tenant Third Party

VUE HOMEOWNERS' ASSOCIATION RECREATIONAL FACILITIES RESERVATION AGREEMENT & APPLICATION

(Initials)

- _____ 1. I hereby agree to be solely responsible for any and all damage occasioned by (i) me, (ii) any of my guests; (iii) any of my invitees; and (iv) any of my service providers, contractors, vendors or employees to the rooftop area, Building or any other common areas therein. I understand I will be required to immediately pay for any damage in excess of the security deposit and that such amounts may be billed directly as part of my homeowners' dues.
- _____ 2. I hereby agree to hold the Vue Homeowners Association, a California not-for-profit corporation and Building Management harmless and free from any liability for any personal injury, any personal property damage or any loss sustained by me or any of my guests, any invitees; and any of my service providers, contractors, vendors or employees.
- _____ 3. I understand that permission to host an Event on the rooftop, does not constitute reserving it for exclusive use. The rooftop will remain available for all residents at all times during the Event. Only one BBQ grill will be used by my party.
- _____ 4. I understand and acknowledge that it is my responsibility to pay for the service of an extra attendant if the number of attendees exceeds twenty (20) people. Said services shall be charged at a rate currently established by the board, with a four (4) hour minimum.
- _____ 5. I agree that immediately following the conclusion of the Event the rooftop and any other common areas in the Building shall be cleaned and returned to their original condition* All personal items, decorations, Event supplies/rentals and trash must be removed from the rooftop immediately following the Event.*
- _____ 6. The homeowner of record or the tenant (in the event that the Event is being held by a tenant) shall be present throughout the entire Event and shall comply with any request to control noise, any disturbance or other issues with regard to the Event.
- _____ 7. I understand and acknowledge that no compensation of any kind may be received for usage of the rooftop facilities and that the event may not be conducted for commercial purposes.
- _____ 8. I understand and acknowledge that I must execute the Recreational Facility Rules provided along with this Application, and if said Event is approved, I hereby agree to comply with all terms and conditions in this approved Application as well as the Recreational Facility Rules.
- _____ 9. I understand the hours of the rooftop area are 8am-10pm daily. I agree that the Event in its entirety (including set-up and clean-up) will take place within these usage hours.
- _____ 10. I understand that the usage fees outlined below reflect a four (4) hour reservation block. In the event that I request to reserve the Rooftop Terrace in excess of four (4) hours, I understand that I will be charged an additional \$25 per hour for up to two (2) hours and my reservation will not extend beyond a six (6) hour maximum.
- _____ 11. I understand that the security deposit (if required) will be deposited by the Vue Homeowners Association prior to the Event date and I understand any refunded amounts will be received within three (3) weeks after the Event has concluded.
- _____ 12. I understand that if the party size exceeds the number of guests indicated on the initial application, it will result in a deduction of the necessary fees from the security deposit refund
- _____ 13. The reserving resident is responsible for keeping his/her guests within the reserved area. The reserving resident is not entitled to the use of the pool, community room, conference room, or fitness area in conjunction with the reservation of the Rooftop Terrace.

Applicable fees for Rooftop events are noted below.

	9-20 Attendees	20-30 Attendees
Security Deposit:	\$500	\$500
Usage Fee (Tenants Only)	\$200	\$200 + \$25/hr attendant fee

*Homeowner or tenant shall be fully responsible for cleaning up after themselves and all of their guests, invitees, service providers, contractors, vendors or employees. A minimum janitorial fee of \$60.00 may be deducted from the Security Deposit for any extra clean-up after the Event.

VUE HOMEOWNERS' ASSOCIATION RECREATIONAL FACILITIES RESERVATION AGREEMENT & APPLICATION

The undersigned, both individually and on the behalf of the above named applicant, agrees to indemnify, defend and hold The VUE HOMEOWNER'S ASSOCIATION, a California not-for-profit corporation and its officers and agents harmless and free from any liability of any nature, including but not limited to liability for damage or injury to any persons or property, cost of attorney fees arising out of, or in connection with, the use of VUE'S facilities regardless of whether the use was actively or passively negligent, either sole or contributory in connection with such liability. I certify that we have received and read the rules and regulations regarding use of the Recreational Facilities. I, the undersigned, do hereby agree that we will abide by the policies covering the usage of this facility, furniture or equipment caused by the occupancy of our group to the premises. I understand that any violation will result in the immediate closing of the facility.

Notwithstanding anything to the contrary contained herein, this Agreement and the Event contemplated hereby shall at all times be subject to approval by the Board, not to be unreasonably withheld, conditioned or delayed.

ACCEPTED AND AGREED:

I have read and understand the attached Recreational Facility Rules and Agreement and agree to all the terms.

Resident's Signature

Homeowner's Signature

MANAGEMENT USE ONLY

Date Received _____	Entered in Calendar _____
Time Received _____	Confirmation Letter _____
Staff Name _____	Check Returned _____
Entered in Reservation Book _____	Guest List Received _____

Approved () Denied () Date _____ Signed _____
Deposit () Fee () Extra Attendant ()

Check # _____

**VUE HOMEOWNERS' ASSOCIATION
CONDOMINIUM RENTAL FORM**

RE: Unit(s) #: _____

In accordance with Section 3.5 of the Declaration of Covenants, Conditions and Restrictions of Vue ("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.

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: _____

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

Please send your completed form to:

Vue Homeowners' Association
c/o Management Office
255 W 5th Street
San Pedro, CA 90731-3303
F: (310) 519-1249



**VUE HOMEOWNERS' ASSOCIATION
RESIDENTIAL OWNER/TENANT INFORMATION FORM**

NEW OWNER OR TENANTS ONLY

In order to serve its residents better, Management would like to have certain information on the Association database for billing, emergency and informational purposes. Please complete the following and return to Management upon move-in.

DATE SUBMITTED: _____

UNIT # _____

RESIDENTIAL OWNER(S):

TENANT(S):

BILLING ADDRESS

TENANT(S) NAME

ADDRESS

ADDRESS

CITY STATE ZIP

CITY STATE ZIP

PHONE: BUSINESS

PHONE: BUSINESS

FAX

FAX

HOME

HOME

E-MAIL

E-MAIL

Please send your completed form to:

Vue Homeowners' Association
c/o Management Office
255 W 5th Street
San Pedro, CA 90731-3303
F: (310) 519-1249

**VUE HOMEOWNERS' ASSOCIATION
RESIDENTIAL OWNER/TENANT INFORMATION FORM**

FOR EXISTING OWNER OR TENANT

DATE SUBMITTED: _____

UNIT # _____

NAME: _____

***Only make notations for those items you would like changed or deleted.
All information in upper right corner and signature at bottom are required to process your
requested changes.***

BILLING ADDRESS

TENANT(S) NAME

ADDRESS

ADDRESS

CITY STATE ZIP

CITY STATE ZIP

PHONE: BUSINESS

PHONE: BUSINESS

FAX

FAX

HOME

HOME

E-MAIL

E-MAIL

Please send your completed form to:

Vue Homeowners' Association
c/o Management Office
255 W 5th Street
San Pedro, CA 90731-3303
F: (310) 519-1249

**VUE HOMEOWNERS' ASSOCIATION
VIOLATION REPORT FORM**

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. **Please note that as the reporting party, you may be called as a witness at a hearing before the Board and the alleged violating member may be given the opportunity to examine this report or ask questions of you as part of his or her due process rights. Your signature on this Violation Report indicates your willingness to be present at a hearing for purposes of determining whether a violation has occurred.**

REPORT FILED BY:

Name: _____

Name: _____

Unit # _____

Unit # _____

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):

THE ALLEGED VIOLATOR MAY HAVE A RIGHT TO A COPY OF THIS REPORT. THE ASSOCIATION DOES NOT GUARANTEE THAT THIS REPORT WILL REMAIN CONFIDENTIAL.

**VUE HOMEOWNERS' ASSOCIATION
PACKAGE ACCEPTANCE FORM**

Unit #: _____

Last: _____ First: _____

Homeowner's or Tenant's Name

Last: _____ First: _____

Homeowner's or Tenant's Name

Home: (____) _____ Work: (____) _____ ext. _____

Cell: (____) _____ Email: _____

As a convenience to our valued residents, we offer a package acceptance service. If you are not home or out of town and you are expecting a package via UPS, FedEx, Mail service or any other carrier, we will accept it and hold it for you for a 48 hour period in the package storage room, with your prior written approval.

By signing this form you are allowing us to sign for your package and hold it in our package storage room.

You will then receive a message on your primary phone and/or email notifying you of your package. Because of the high volume of items received, we ask that you pick up your package within 48 hours. If for some reason you will not be able to retrieve your package within the 48 hour time period, please notify the office so that your package does not get returned to the carrier.

The Association is not responsible for any damage to or loss of an Owner's items or packages. In addition, below are additional rules in regards to packages received.

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 Vue Homeowners' 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 units.
3. Holding Packages. Packages will be held no longer than a 48 hour period, after the recipient has been notified, after which time they will be returned to the carrier.
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 Management.

I understand the above policy and authorize Vue Homeowners' Association personnel to accept any packages addressed to and delivered in my absence.

Homeowner's or Tenant's Name

_____ Date: _____

**VUE HOMEOWNERS' ASSOCIATION
SATELLITE DISH AND ANTENNA POLICY**

1. AREAS UNDER AN OWNER'S EXCLUSIVE USE AND CONTROL.

(a) **Dishes.** Consistent with the CC&R's, satellite dishes and antennae designed to receive video programming services via multi-point distribution services may be installed in an area under a Owner's exclusive use or control so long as such antennae and satellite dishes are (i) one meter or less in diameter, (ii) installed in the least visually obtrusive portion of a Owner's property where an acceptable quality signal can be received, so long as such installation is not unreasonably expensive, (iii) either screened from view or painted to match the surrounding area so as to blend in with the surrounding area, so long as such screening or painting is not unreasonably expensive, and (iv) must not be attached to any portion of the building or balcony railing.

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

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

(d) **Locations That Are Under a Owner's Exclusive Use or Control.** In addition to the interiors of the Units, the areas that are under a Owner's exclusive use or control are the balcony and/or patio. However, any such antennae or satellite dish must not be installed on the exterior of the building or balcony or patio railing; instead, it must be installed on a freestanding tripod.

2. AREAS NOT UNDER AN OWNER'S EXCLUSIVE USE OR CONTROL.

Owners are not permitted to install satellite dishes and antennae in areas that are not under the Owner's exclusive use or control. Such areas include Common Area, including but not limited to, landscaped areas; balcony railings, walls or ceilings; the roof and the condominium building exterior. Owners must immediately repair any holes or other damage to the patio, balcony or roof deck if the Association requires the Owner to remove the antenna or satellite dish.



**VUE HOMEOWNERS' ASSOCIATION
NOTIFICATION OF INSTALLATION OF SATELLITE DISH OR ANTENNA**

Satellite dish or antenna installations must comply with Vue Homeowners' Association Satellite Dish and Antenna Policy. Please read the Policy carefully to make sure your intended installation fulfills all requirements. This form must be submitted to the Association within seven (7) days of installation of a satellite dish or antenna.

Name: _____ Date: _____

Address: _____ Phone: _____

Unit No. _____

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

Satellite dish or antenna location: _____

Sketch location relative to building:

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

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

Is satellite dish or antenna screened? Yes No

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

Date of installation: _____

Please send your completed form to the address below:

Vue Homeowners' Association
c/o Management Office
255 W 5th Street
San Pedro, CA 90731-3303
F: (310) 519-1249

VUE HOMEOWNERS' ASSOCIATION
VEHICLE REGISTRATION/PERMIT FORM

Unit #: _____ Parking Space #'s _____ Permit #'s _____

Last: _____ First: _____
 Homeowner's or Tenant's Name

Last: _____ First: _____
 Homeowner's or Tenant's Name

Vehicle#1

Make	Model
Year	Color
License # (required)	

Vehicle #2

Make	Model
Year	Color
License # (required)	

AGREED & ACCEPTED:

(Initials)

- _____ 1. Residents' vehicles must display a valid parking permit from Vue Homeowners' Association at all times when parked in the Vue parking garage.
- _____ 2. Residents may only park in their assigned spaces. Residents may not park their vehicles anywhere else in the garage. (This includes Guest and Disabled spaces)
- _____ 3. Guest vehicles may only park in marked Guest Parking spaces, and must display a Guest Permit if parking past 11pm.
- _____ 4. Replacement permits will be available at the price of \$25

In accordance with Section 12.1.5 of the Declaration of Covenants, Conditions and Restrictions of Vue ("Declaration"), and the Vue Residential Handbook, **Vue Homeowners' Association reserves the right to tow away unauthorized vehicles and/or assess fines for violations of Vue parking garage regulations.** This includes vehicles displaying a permit but not parked in its assigned space.

Signatures: _____ Date: _____
 Homeowner's or Tenant's Name

Signatures: _____ Date: _____
 Homeowner's or Tenant's Name

**VUE HOMEOWNERS' ASSOCIATION
ENTRY RELEASE FORM**

Unit #: _____

Last Name: _____

First Name: _____

Homeowner Name or **Tenant**

Phone #1: (____) _____

Phone #2: (____) _____

Last Name: _____

First Name: _____

Homeowner Name or **Tenant**

Phone #1: (____) _____

Phone #2: (____) _____

I hereby grant permission to the Vue Homeowners Association to allow the following person or persons to enter my Unit in my absence for the following purpose:

Name of Entrant	Time Period Allowed Entrance	Relationship to Owner/Tenant and Purpose of Entrance

I authorize the Association's Property Management Company to enter my Unit in the event that a work order request form is completed by me.

I hereby release Vue Homeowners Association, its property management company, and their directors, officers, employees, agents or representatives, from any and all damage, loss, injury, claim, or liability related to or incurred as a result of the entry into my Unit by the persons authorized above, and further agree to hold Vue Homeowners Association, its property management company, and their directors, officers, employees, agents or representatives harmless from any and all claims which may result from any of said authorized entries.

Signature: _____

Date: _____

Homeowner Signature or **Tenant Signature**

Signature: _____

Date: _____

Homeowner Signature or **Tenant Signature**

**VUE HOMEOWNERS' ASSOCIATION
PET REGISTRATION FORM**

Unit #: _____

Last: _____

First: _____

Homeowner Name or Tenant Name

Last: _____

First: _____

Homeowner Name or Tenant Name

Pet #1

Pet #2

Name:	Name:
Breed:	Breed:
Weight:	Weight:
Age:	Age:
Year licensed (for dogs):	Year licensed (for dogs):

Please attach a color photograph of your pet.

AGREED & ACCEPTED:

(Initials)

- _____ 1. Pets may only be transported via the freight elevator and may only exit/enter through the ground floor of the building. Violations will result in an automatic \$100 fine.
- _____ 2. Pets are not allowed in the Common Area amenities (gym, pool area, roof deck, community room, conference room) at any time.
- _____ 3. Pets must be kept in a container or on a leash held by a person capable of controlling the animal in any Common Area (hallways, etc) at all times.
- _____ 4. Pets must not be left outside unattended on balconies and/or patios.
- _____ 5. Fecal waste deposits made by pets on any Common Area, including landscaped areas, must be promptly cleaned up by the Owner of the pet.

Pet Rules and Regulations

The initialed items above are a partial list of Vue's Rules & Regulations regarding pets. By signing and submitting this pet registration form to Vue Homeowners Association, I affirm that I have read and understand the full Animal Rules and Regulations (found on pages 9-10 of Vue's Residential Handbook). The facts set forth herein are true and complete.

Signature: _____

Date: _____

Homeowner Signature or Tenant Signature

Signature: _____

Date: _____

Homeowner Signature or Tenant Signature

VUE HOMEOWNERS' ASSOCIATION
BICYCLE REGISTRATION FORM

Unit #: _____

Last: _____

First: _____

Homeowner Name or Tenant Name

Last: _____

First: _____

Homeowner Name or Tenant Name

Bicycle #1

Make	Model
Color(s)	Serial Number (usually found underneath seat)
Other identifiers (baskets, reflectors, stickers, etc)	

Bicycle #2

Make	Model
Color(s)	Serial Number (usually found underneath seat)
Other identifiers (baskets, reflectors, stickers, etc)	

Please provide a color photograph of your bicycle.

Bicycle 1 Decal # _____

Bicycle 2 Decal # _____

Bicycle Rules and Regulations

By signing and submitting this bicycle registration form to Vue Homeowners Association, I affirm that I have read and understand the Rules and Regulations pertaining to bicycles. The facts set forth herein are true and complete.

I understand and agree that my use of the bicycle storage facility(s) at Vue is at my own risk and that Vue Homeowners Association assumes no responsibility for the safety or condition of the bicycle or any other property stored within. I assume and accept all risks associated with or related to associated with or related to the storage of my bicycle pursuant to this agreement and/or any claim resulting there from.

Signature: _____

Date: _____

Homeowner Signature or Tenant Signature

Signature: _____

Date: _____

Homeowner Signature or Tenant Signature

**VUE HOMEOWNERS' ASSOCIATION
WAIVER & RELEASE FORM
ASSOCIATION'S MAINTENANCE OF UNIT KEY**

Unit #: _____

HOMEOWNER

Last Name: _____ Phone #1: (____) _____

Phone #2: (____) _____

TENANT (If Unit is leased/rented, then the tenant information must be included and this waiver must be agreed to and signed by both the Unit Owner and tenant.)

Last Name: _____ First Name: _____

Phone #1: (____) _____ Phone #2: (____) _____

The undersigned(s) understands and acknowledges that he/she/they have knowingly and willingly provided the Vue Homeowners Association ("Association") with a duplicate key to the above Unit and hereby authorizes and grants permission to the Association, its authorized representatives, employees, and/or agents, to enter the above Unit, in the Unit Owner's/tenant's absence, in the event of an emergency.

The undersigned(s) further waives and releases the Association, its property management company, and each of their directors, officers, employees, agents or representatives, from any and all damages, losses, injuries, claims, or other liabilities related to, alleged, or incurred, as a result of the Association's maintenance of the undersigned(s)'s Unit key and their entry into the Unit, and further agrees to hold the Association, its property management company, and each of their directors, officers, employees, agents or representatives harmless from any and against all claims, suits, losses, damages, or liability, including without limitation, attorneys' fees and costs, arising out of or resulting there from.

HOMEOWNER

Signature: _____

Date: _____

TENANT

Signature: _____

Date: _____



**ASSOCIATION POLICIES
AND
MISCELLANEOUS
INFORMATION**

**VUE HOMEOWNERS' ASSOCIATION
ASSESSMENT COLLECTION POLICY**

Prompt payment of Assessments by all Owners is critical to the financial health of the Association, and to the enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligation to enforce the Members' obligation to pay assessments. The Board has adopted this Assessment Collection Policy in an effort to discharge that obligation in a fair, consistent and effective manner. The following are the Association's assessment collection practices and policies, consistent with its Governing Documents and applicable law.

Regular assessments are due and payable on the first day of each month. It is the Owner's responsibility to timely pay each assessment regardless of whether a statement is received.

All other assessments, including special assessments, are due and payable on the date specified in the notice of assessment.

1. Assessments, late charges, interest, reasonable collection costs, and reasonable attorneys' fees, if any, are the personal obligation of the Owner of the subject property (the "Property") at the time the assessment or other sums are levied. (CC §1367.1(a))
2. Unpaid assessments are delinquent **fifteen (15) days** after they are due. (CC&R's, Article 8, §8.1; CC §1366(e)). A late charge of ten percent (10%) of the unpaid assessment or ten dollars (**\$10.00**), whichever is greater, will be charged for any assessment which is not paid in full within **fifteen (15) days** of the due date. (CC&R's, Article 8, §8.1; CC §1366(e)(2)).
3. Interest on the balance due will accrue at the rate of 12% per annum; commencing thirty (30) days after the assessment becomes due. (Bylaws, Article 8, Section 8.1; CC&R's, Article 8, §8.1; CC §1366(e)(3)).
4. Any payments received will be applied first to assessments owed, and, only after the assessments owed are paid in full will the payments be applied to fees and costs of collection, late charges and/or interest. Payments will be applied to assessments so that the oldest assessment arrearages are retired first, unless the payment indicates that it shall be otherwise applied. A late charge may accrue if payment is not sufficient to satisfy all delinquent assessments, and the current month's assessment.
5. If any assessment becomes delinquent, the Association may send a notice regarding the delinquency, and demanding payment thereof, to the Owner at his/her address or addresses on file with the Association. The Owner will be charged a fee for such delinquency notice. If the amount set forth in the delinquency notice is not received before the due date set forth therein, the matter may be turned over to a collection agent or an attorney for further action, including legal action, or the Association may take such other collection action as it deems appropriate.
6. Owners may submit a written request to the Association to use a secondary address. Any such request must be mailed to the Association (at the address indicated below) in a manner that shall indicate that the Association has received it (e.g., via certified mail). (CC §1367.1(k)) The Association will send notices to the indicated secondary address only from and after the point that the Association receives any such request. Nothing herein shall require the Association to re-send or duplicate any notice sent to the Owner prior to the date that a request for a secondary address is received.
7. Without prejudice to its right to continue with and/or take other collection action, an Owner's membership rights, including, but not limited to voting rights, or rights of use and enjoyment of the recreational common areas and common facilities may be suspended after notice and a hearing pursuant to CC §1363(h) and Corporations Code §7341. The Association will not deny an Owner or occupant physical access to his or her separate interest by way of any such suspension of privileges. (CC §1361.5)



8. Prior to recording a lien for delinquent assessments, the Association, its collection agent or attorney will send a "Notice of Intent to Lien" to the record Owner, including all information required by CC §1367.1(a), by certified and first class mail to the Owner's address of record with the Association. The Owner will be charged a fee for such pre-lien letter. The Association may obtain a vesting report from a title company in connection with preparation of a pre-lien letter. If a vesting report is obtained, the Owner will be charged a fee for the report. All other costs associated with the Notice of Intent to Lien, including attorneys' fees, shall be billed to the delinquent Owner. The Notice of Intent to Lien shall be sent to the delinquent Owner at least **thirty (30) days** prior to recording a lien against the delinquent Owner's separate interest property.
9. Within fifteen (15) days from the date of the postmark of the Notice of Intent to Lien, an Owner may dispute the delinquency by submitting to the Board a written request to meet and confer with a designated director of the Association pursuant to the Association's Internal Dispute Resolution Policy. (CC §§1363.840; 1367.1(a)(5)).
10. Owners may submit a written request to meet with the Board to discuss a payment plan. If such request is mailed within 15 days of the postmark of the Notice of Intent to Lien, then the Board will meet with the Owner, in executive session, within 45 days of the postmark of such request, unless there is no regularly-scheduled meeting of the board within that period of time, in which case the board may designate a committee of one or more directors to meet with the Owner. (CC §1367.1(c)(3)) In addition to the foregoing procedure for requesting a payment plan, an Owner may negotiate a payment plan with the Association's managing agent, attorney or authorized collection agent. Any payment plan must comply with the standards for payment plans set forth herein below.
11. A delinquent Owner may also request a payment plan to satisfy his or her debt, without first meeting with the board. Payment plans will be considered on a case-by-case basis. Generally, no payment plan may exceed six (6) months in duration. Fees and/or costs may be charged for the administration of any payment plan, and may vary based upon the duration of the payment plan. Any request for a payment plan which exceeds six months in duration must be accompanied by a written explanation of the reason for the request, which includes documentation of the Owner's special circumstances, financial hardship, and ability to make the payments requested. If a lien has not been recorded prior to the time that any payment plan is entered into, one may be recorded during the repayment period to secure the debt while the payment plan is pending. Payment plans must provide for full payment of the delinquent amounts, in addition to the amounts, which will accrue during the repayment period, including any regular and/or special assessments, and any fees and/or costs related to the administration of the payment plan and/or for the recording and/or release of any lien. Once a payment plan is entered into, additional late charges will not accrue for so long as the Owner complies with the terms of the payment plan. In the event of a default in any payment agreement, the Association will resume collection efforts from the time prior to entering into the payment plan. (CC §1367.1(c)(3))
12. If an Owner to whom a Notice of Intent to Lien is sent fails to pay the amounts demanded therein within thirty (30) days from the date such pre-lien letter is mailed, a lien for the amount of any delinquent assessments, late charges, interest and/or costs of collection, including attorneys' fees, may be recorded against the Owner's Property. (CC §1367.1(d)) The Owner will be charged a fee for such lien. No lien will be recorded unless a majority of the members of the Board of Directors approves the decision to record the lien at an open board meeting. (CC §1367.1(c)(2))
13. A copy of the lien will be sent to every person whose name is shown as an Owner of the Property in the Association's records, via certified mail, within ten (10) calendar days of recordation of the lien. (CC §1367.1(d)) Any lien recorded by the Association will remain as an encumbrance against the Property until the debt secured thereby is satisfied.
14. Prior to initiating foreclosure of any lien, the Association shall offer to the Owner of the Property, and if so requested by the Owner, shall participate in dispute resolution in



accordance with the Association's Internal Dispute Resolution Policy, or in alternative dispute resolution with a neutral third party pursuant to CC §1369.510 et seq. The decision to pursue internal dispute resolution or a particular type of alternative dispute resolution shall be the choice of the Owner, except that binding arbitration shall not be available if the Association intends to pursue judicial foreclosure.

15. The Association will not seek to foreclose any lien through judicial or non-judicial foreclosure unless and until the amount of delinquent assessments secured thereby reaches \$1,800.00, or until the assessments are at least twelve (12) months delinquent. The decision to initiate foreclosure of any lien shall be made by a majority vote of the board members, in executive session. (CC Section 1367.4(c)(2))
16. If the board of directors decides to initiate foreclosure of a lien, it shall provide notice of such decision to the Owner pursuant to CC §1367.4(c)(3). Such notice will be by personal service to an Owner who occupies the Property or to the Owner's legal representative. The board shall provide written notice to an Owner of Property who does not occupy the Property by first-class mail, to the most current address shown on the books of the Association. In the absence of written notification by the Owner to the Association, the address of the Owner's Property shall be treated as the Owner's mailing address. (CC §1367.4(c)(3))
17. Within 21 days of receipt of full payment to satisfy a lien, the Association will record a release of lien, and provide a copy thereof to the Owner. (CC §1367.1(d))
18. The mailing address for overnight payment of assessments, notices or requests, is: c/o Action Property Management, Inc., 2603 Main Street, Suite 500, Irvine, CA 92614-4261.
19. Nothing herein limits or otherwise affects the Association's right to proceed in any other lawful manner to collect any delinquent sums owed to the Association. The Association reserves the right to change the amount of any collection fee or charge, without notice, and reserves the right to modify or amend this collection policy at any time.

CIVIL CODE SECTION 1365.1

NOTICE REGARDING ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an Owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Section 1367.4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the Owner's property. The Owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 1366, 1367.1, and 1367.4 of the Civil Code)

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial



foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a member or a member's guests, if the governing documents provide for this. (Sections 1366 and 1367.1 of the Civil Code)

The association must comply with the requirements of Section 1367.1 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the Owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 1367.1 of the Civil Code)

At least 30 days prior to recording a lien on an Owner's separate interest, the association must provide the Owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the Owner. An Owner has a right to review the association's records to verify the debt. (Section 1367.1 of the Civil Code)

If a lien is recorded against an Owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an Owner certain documents in this regard. (Section 1367.1 of the Civil Code)

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

PAYMENTS

When an Owner makes a payment, he or she may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Sections 1367.1 of the Civil Code)

An Owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 5 (commencing with Section 1368.810) of Chapter 4 of Title 6 of Division 2 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 2 (commencing with Section 1369.510) of Chapter 7 of Title 6 of Division 2 of the Civil Code, if so requested by the Owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An Owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 1367.1 of the Civil Code)

MEETINGS AND PAYMENT PLANS

An Owner of a separate interest that is not a timeshare may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exist. (Section 1367.1 of the Civil Code)

The board of the directors must meet with an Owner who makes a proper written request for a meeting to discuss a payment plan when the Owner has received a notice of a delinquent assessment. These payment plans must conform TO the payment plan standards of the association, if they exist. (Section 1367.1 of the Civil Code)

VUE HOMEOWNERS' ASSOCIATION ALTERNATIVE AND INTERNAL DISPUTE RESOLUTION

For approximately the last nine (9) years, California Community Associations and their homeowners have been required to participate in certain Alternative Dispute Resolution ("ADR") procedures prior to initiating certain types of litigation between them. Beginning on January 1, 2005, newly-enacted Civil Code Sections 1363.810-850 require that, in addition to ADR, Associations also offer an Internal Dispute Resolution ("IDR") procedure for most disputes that may arise between the Association and a homeowner.

The following is an overview of the now statutorily-required ADR and IDR procedures/requirements.

I. INTERNAL DISPUTE RESOLUTION ("IDR") PROCEDURES

Civil Code Section 1363.810 requires that Community Associations provide a fair, reasonable, and expeditious procedure for resolving disputes between an Association and any homeowner involving the Member's rights, duties, or liabilities under the Davis-Stirling Act, the Nonprofit Mutual Benefit Corporation Law, or under the governing documents of the Common Interest Development or Association. Unless you are notified otherwise, the Association will continue to provide fair, reasonable and expeditious procedures for resolving disputes by adopting the IDR procedure set forth in California Civil Code Section 1363.840, which is summarized as follows:

- A. Either party to the dispute (either the Member or the Association), may deliver a written request to the other party seeking to meet and confer in an effort to resolve the dispute. A homeowner may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.
- B. The Association's Board of Directors shall designate a member of the Board of Directors to meet and confer.
- C. The parties shall meet promptly, at a mutually-convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.
- D. A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Board designee on behalf of the Association.
- E. An agreement reached using these procedures will bind the parties and is judicially enforceable if both of the following conditions are satisfied, (1) The agreement is not in conflict with law or the governing documents of the Common Interest Development or Association, and (2) The agreement is either consistent with the authority granted by the Board of Directors to its designee or the agreement is ratified by the Board of Directors.
- F. A Member of the Association may not be charged a fee to participate in this process.

II. ALTERNATIVE DISPUTE RESOLUTION ("ADR")

If the parties cannot resolve a dispute through the use of IDR procedures referenced above (or elect not to initiate those procedures), the parties, under many circumstances, are required to attempt to resolve the dispute via ADR. Pursuant to California Civil Code Sections 1369.510 *et seq.*, California Community Associations and their individual Members are required to participate in ADR prior to initiating certain types of lawsuits. In accordance with California Civil Code Section 1369.590, you are advised that the "Failure of a Member of the Association to comply with the Alternative Dispute Resolution requirements of Section 1369.520 of the Civil Code may result in the loss of your right to sue the Association or another Member of the Association regarding enforcement of the governing documents or the applicable law."



A. WHAT IS ADR?

"Alternative Dispute Resolution" or "ADR" means mediation, arbitration, conciliation, or other nonjudicial procedure that involves a neutral party in the decision-making process. The form of ADR is established by/through the voluntary consent of the parties.

B. SCOPE OF ADR REQUIREMENTS

The ADR provisions of Civil Code Section 1369.510-1369.590 apply only to enforcement actions filed by either homeowners or the Community Association against the other which (1) seek the enforcement of the Davis-Stirling Act, The Association's governing documents, or enforcement of the Nonprofit Mutual Benefit Corporation Law (Part 3 (commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code), and (2) seek only the declaratory, injunctive, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of Five Thousand Dollars (\$5,000.00). It does not apply to a small claims action, and except as otherwise provided by law, does not apply to assessment disputes.

C. ADR COMPLIANCE PROCEDURES:

1. The Request for Resolution.

An Association or an Owner or a Member of a Common Interest Development may not file an enforcement action in the Superior Court unless the parties have endeavored to submit their dispute to ADR. Any party to a dispute may initiate the process by serving a Request for Resolution on all other parties to the dispute. The Request for Resolution shall include all of the following:

- a) A brief description of the dispute between the parties;
- b) A request for ADR;
- c) A notice that the party receiving the Request for Resolution is required to respond within thirty (30) days of receipt or the request will be deemed rejected; and;
- d) If the party on whom the request is served is the Owner of a separate interest, a copy of the applicable Civil Code sections.

2. Service of the Request for Resolution.

The Request for Resolution must be served by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the request is served actual notice of the request.

3. Response to a Request for Resolution.

A party served with a Request for Resolution has thirty (30) days following service to accept or reject the request. If a party does not accept the request within that period, the request is deemed rejected. If the party served accepts the request, the parties are required to complete the ADR within ninety (90) days after the party initiating the request receives the acceptance, unless this period is extended by written stipulation signed by both parties. The costs of the ADR are shared by the parties.



4. Tolling.

If a Request for Resolution is served before the end of the applicable time limitation for commencing an enforcement action, the time limitation to file the enforcement action is tolled during (a) the period provided for the response to the Request for Resolution (thirty (30) days after service), and (b) if the Request for Resolution is accepted during the period provided for completion of ADR (ninety (90) days), including any extension of time agreed to by the parties.

5. Requirements for Filing a Lawsuit.

At the time of commencement of an enforcement action (lawsuit), the party commencing the action must file, with the initial pleading, a certificate stating that one or more of the following conditions is satisfied: a) ADR has been completed in compliance with applicable law, b) One of the other parties to the dispute did not accept the terms offered for ADR, or c) preliminary or temporary injunctive relief is necessary. Failure to file a certificate is grounds for a demurrer or a motion to strike unless the Court finds that dismissal of the action for failure to comply with this article would result in substantial prejudice to one of the parties.

D. RAMIFICATIONS OF A REFUSAL TO PARTICIPATE IN ADR:

If a party refuses to participate in ADR before the lawsuit is filed, the Court may, pursuant to Civil Code Section 1369.580, take that refusal into consideration in determining the amount of attorney's fees and costs which may ultimately be awarded to the prevailing party.



**VUE HOMEOWNERS' ASSOCIATION
ENFORCEMENT POLICY**

1. Notice of Violation. A letter will be sent via first-class U.S. mail or personal delivery to the Owner of the residence. The letter will include the following information: (a) the alleged violation, (b) the provision of the Association's governing documents that were allegedly violated, (c) the date upon which the alleged violation must be cured to avoid further action.
2. Notice of Hearing. If the violation is not cured within the timeframe set forth in the Notice of Violation letter, a Notice of Hearing will be sent via first-class U.S. mail or personal delivery to the Owner of the residence. The Notice of Hearing will include the following information: (a) the alleged violation, (b) the provision of the Association's governing documents that was allegedly violated, (c) the date upon which the alleged violation must be cured to avoid further action, and (d) the time, date and place of the next Board meeting whereat the violation will be addressed by the Board in a hearing in executive session. A copy of the Association's Enforcement Policy and Fine Schedule will be enclosed with the Notice of Hearing. The Notice of Hearing shall be sent at least fifteen (15) days prior to the scheduled hearing date.
3. Hearing. On the date and at the time set forth in the Notice of Hearing, the Board of Directors will meet in executive session, regardless of whether the alleged violating member is in attendance, to discuss and evaluate the evidence that has been presented by the complaining party, the alleged violating member (either by written statement or evidence, or personal testimony) and any witnesses. The alleged violating member shall have an opportunity to review the evidence presented against him or her and address the Board in his or her defense.
4. Disciplinary Action. If the Board of Directors, after evaluating all the evidence presented, finds that a violation has occurred, then the Board may impose disciplinary action against the violating homeowner by (a) levying a fine in accordance with the Fine Schedule, and/or (b) suspending the Owner's membership privileges; however, this does not relieve the Owner's obligation to pay all assessments levied by the Association or to otherwise comply with the governing documents. Any such suspension shall be for a period of time not exceeding thirty (30) days for any non-continuing violation. In the case of a continuing violation, such suspension may continue for as long as the violation continues.
5. Written Findings. Within five (5) days following the hearing, the Board of Directors shall provide the member with a written notice of its findings and any disciplinary action imposed against the member, by first-class mail or personal delivery. No disciplinary action shall be effective until and unless such notice of Written Findings has been sent to the member.
6. Meet and Confer. If the violation is not cured after the hearing, the Association will proceed with "meet and confer" procedures pursuant to Civil Code Section 1363.840.
7. Legal Action. The Board reserves the right, at any time during the enforcement process, to turn the violation matter over to the Association's legal counsel for enforcement via alternative dispute resolution and/or litigation, after the Board has requested the Owner agree to the Association's meet and confer procedures. Certain violations may result in the immediate filing of a lawsuit.



**VUE HOMEOWNERS' ASSOCIATION
SCHEDULE OF FINES**

SUBJECT	FINE FOR FIRST VIOLATION UNLESS OTHERWISE STATED (FINES ARE DOUBLED FOR SECOND AND CONTINUING VIOLATIONS, EXCEPT AS OTHERWISE INDICATED)	GOVERNING AUTHORITY
GENERAL		
Unauthorized or illegal use, damage, or alteration of Vue facilities, property or equipment.	\$100 - \$1000 + cost of repair plus insurance deductible and any increase in premium as a direct result	CC&R's Article 12
Permitting a nuisance (examples include unreasonable noise including barking dogs and loud music), clutter (including unsightly articles) which obstruct or interfere with the rights of other residents, or results in an unaesthetic appearance.	\$100 - \$1000 per incident	CC&R's Article 12, Section 12.1.4
Unauthorized or illegal use of a dwelling Unit, including conducting a traffic generating business from residence.	\$150 per incident	CC&R's Article 12, Section 12.1.1 and 12.1.2
Use of facilities during prohibited hours	\$100	Residential Handbook, Page 11 (a)
Misuse of Association Access Fob.	\$100	Residential Handbook, Page 5
If applicable, to remove and return vehicle decal when vehicle is sold or transferred, or when terminating residency in Vue or failure to return fob when terminating residency in Vue	\$50 per decal or key Fob	Residential Handbook, Page 5
Failure to abide by the facility use rules and regulations**	\$200	Residential Handbook, Page 11
Verbal or Physical Abuse of Management employees or on site contractors of the Association	\$200	Residential Handbook, Page 15 (5)
Distribution of advertising and/or door to door solicitation	\$200 per occurrence	Residential Handbook, Page 6 (7)
To keep covered fire sprinkler system or smoke detectors	\$500	Residential Handbook, Page 19 (2)
Unreserved Move-In or Move-Out	\$200	Residential Handbook, Page 55
Failure to notify Management that a key or fob has been lent to a contractor or vendor	\$200 per occurrence	Residential Handbook, Page 5

SUBJECT	MAXIMUM FINE FOR FIRST VIOLATION UNLESS OTHERWISE STATED (FINES ARE DOUBLED FOR SECOND AND CONTINUING VIOLATIONS EXCEPT AS OTHERWISE INDICATED)	GOVERNING AUTHORITY
PET REGULATIONS		
Failure to keep animal on leash or otherwise restrained**	\$100	CC&R's Article 12, Section 12.1.6
Allowing excessive noise**	\$200	CC&R's Article 12, Section 12.1.6
Failure to clean up after pet**	\$200	CC&R's Article 12, Section 12.1.6
Animals bred, raised or kept on premises for commercial purposes**	\$250 per animal	CC&R's Article 12, Section 12.1.6
Injury to persons or damage to property caused by animals	\$500 + cost of repair	CC&R's Article 12, Section 12.1.6
Transporting Pets in the Passenger Elevator	\$100	Residential Handbook, Page 13
ARCHITECTURAL		
Commencement of work without prior Architectural Control Committee approval. Owner will be notified and allowed 15 days to submit application for approval.	Cessation of project, \$250 fine and removal of alteration if not approved.	CC&R's Article 10, Section 10.1
Application not submitted within 15 days after receiving written notification from the Architectural Control Committee	An additional \$100 and \$100 for each additional 30 day period until application is received.	CC&R's Article 10, Section 10.1
Deviation from Architectural Control Committee approved plans. Continued deviation after notice and failure to cure within specified time period 30 days to cure a deviation from approved plans.	\$200 \$200 each month until violation is cured	CC&R's Article 10, Section 10.1
Sign Violation**	\$200	CC&R's Article 12, Section 12.1.3
Owner does not allow a home improvement inspection	\$500 each occurrence and project halted	CC&R's Article 10

SUBJECT	MAXIMUM FINE FOR FIRST VIOLATION UNLESS OTHERWISE STATED (FINES ARE DOUBLED FOR SECOND AND CONTINUING VIOLATIONS EXCEPT AS OTHERWISE INDICATED)	GOVERNING AUTHORITY
Failure to maintain exclusive use common area or Unit as required Non-compliance after specified time period. Continued non-compliance.	\$200 each month until violation is corrected Cost of the Board to make repairs/conduct required maintenance.	CC&R's Article 12, Section 12.1.19 ; Article 9
GARAGE/PARKING		
Illegally parking in a handicapped space (No placard or handicapped identification)	\$250 per incident/day	Residential Handbook, Page 14 (12)
Changing Oil or other vehicle maintenance on Common Area	\$200 per occurrence	CC&R's Article 12, Section 12.1.5
Parking of a residents' commercial vehicle overnight on Common Area	\$200 per occurrence	CC&R's Article 12, Section 12.1.5
Parking a resident, lessee or guest vehicle in a parking spot designated for another resident.	\$200 per occurrence	CC&R's Article 12, Section 12.1.5
Failure to stop at intersections with posted stop signs	\$200 per incident	Residential Handbook, Page 20 (4)
Reckless Driving	\$200 per incident	Residential Handbook, Page 20 (4)
No resident parking in visitor spaces	\$100 per incident/day	CC&R's Article 12, Section 12.1.5
Parking at loading zones for longer than the permitted time or for other purposes other than loading & unloading	\$200 per incident	Residential Handbook, Page 11
COMMON AREA/EXCLUSIVE USE COMMON AREA		
Removal or destruction of Association plant materials	\$200 + cost to restore or replace area	CC&R's Article 10, Section 10.1
Modification to exclusive use common area balconies and patios that interferes with normal drainage.	\$200 + cost of repair	CC&R's Article 12, Section 12.1.13

SUBJECT	MAXIMUM FINE FOR FIRST VIOLATION UNLESS OTHERWISE STATED (FINES ARE DOUBLED FOR SECOND AND CONTINUING VIOLATIONS EXCEPT AS OTHERWISE INDICATED)	GOVERNING AUTHORITY
Interference with work of janitorial or landscaping personnel.	\$200	
Improper use of disposal/recycle receptacles by residents, their guests or contractors	\$200 per incident	Residential Handbook, Page 14
Balcony and/or patio water violation	\$200 per occurrence	CC&R's Article 12, Section 12.1.13
Prohibited storage on balcony and/or patio	\$200 per occurrence	CC&R's Article 12, Section 12.1.13
FACILITIES RESERVATION		
Failure to provide additional Lobby Attendant for parties over 20 persons	\$200 plus cost of attendant if provided by Association	Residential Handbook, Page 66

Unless otherwise specified above for a particular violation, the following fines may be imposed, after notice and hearing, for any violation of the Association’s Governing Documents:

a. Each Violation: **\$200**

b. Continuing Violation: **\$500 per month, per violation, until such time as the violation(s) is cured**

A continuing violation is a violation that has never been cured and continues to exist or a violation that is repeated after being cured as a result of receipt of a notice and hearing.

Each month, the alleged violating member shall be given notice and an opportunity attend a hearing to address the Board regarding the alleged continuing violation.

The Board reserves the right, at any time during the enforcement process, to turn the violation matter over to the Association’s legal counsel for enforcement via Alternative Dispute Resolution and/or litigation.

**VUE HOMEOWNERS' ASSOCIATION
POLICY STATEMENT FOR OPEN FORUM AND BOARD MEETING CONDUCT**

The Board of Directors welcomes resident attendance at the Board meetings, to observe business matters that take place involving the Vue Homeowners' Association.

In order to give you an opportunity to address the Board, and in accordance with Civil Code Section 1363.05(i), we've set aside a period of time at the end of each Board meeting (called Open Forum).

The Open Forum at the end of the meeting can address topics on the agenda, or those, which may become future agenda items. If you want your concerns known on an agenda item before the Board takes action, the Open Forum is the place for you to express an opinion.

The procedure for Open Forum is simple:

1. Raise your hand to be recognized by the President of the Board.
2. State your concern in clear and simple terms. You will be allotted five (5) minutes per issue.
3. If someone else has already stated the concern, but you have something new to be added to the concern already expressed, then please raise your hand to be recognized, however, the Chair may limit participation to once per Owner.
4. Please don't interrupt others while they are speaking.
5. Maintenance related items are to be directed to Action Property Management by calling or writing to their Customer Service. (Open Forum is not the proper venue to report maintenance items.)
6. Please realize that while the Open Forum is a time for you to express an opinion or concern to the Board, you may not receive an immediate response or decision. The Board will take your concerns into consideration, but may not necessarily act upon them at the meeting, unless the concern is vital to an agenda item decision.

Understanding Board Meeting Conduct:

1. The Board meeting is a meeting of the Directors of the Corporation.
2. As homeowners, you have a vested interest in your community, and you elected the Board members to take care of those interests.
3. Business matters come before the Board when a motion is made, and seconded. Each motion has a discussion period before a vote is taken. This discussion is to take place only between the Board members (and with Management, if needed).
4. When a vote on a motion is taken, it is voted on by the Board members only.
5. If you would like an item to be considered by the Board to be on a future agenda for a decision, please submit your request or suggestion in writing at least a month before the next meeting. If you only want to verbally address the Board, without their making a decision at the meeting, your written input can be received up until the day before the Board meeting. (Note: The Board may be unable to make decisions on items until they have done the proper research and had time to consider their findings.)



**VUE HOMEOWNERS' ASSOCIATION
NUISANCE AND NOISE POLICY**

In accordance with the Association's CC&R's, no resident may cause or permit to be caused anything which may become a nuisance or cause unreasonable disturbance or annoyance to other residents. The Association has adopted the following policy as a reasonable interpretation of that restriction.

- ❖ **Horn, Whistles, Bells.** No horns, whistles, bells or other sound devices, except security devices approved by the Board may be used in any Unit.
- ❖ **Speakers.** No sound system, loudspeakers, entertainment systems or other internal sound, or noise generating or amplifying device may be installed in any wall or ceiling.
- ❖ **Musical Instruments.** No resident may play or permit to be played any musical instrument in such a way as to unreasonably (i) disturb other residents, or (ii) be heard between the hours of 10:00 p.m. and the following 8:00 a.m. in such a way to disturb other residents.
- ❖ **Radio, TV, Stereo.** No resident may play or permit to be played any radio, television, stereo or similar device in such a way as to unreasonably (i) disturb other residents, or (ii) be heard by other residents between the hours of 10:00 p.m. and the following 8:00 a.m.
- ❖ **Sound Proofing.** Owners must ensure that any changes to their Unit shall not have the effect of increasing the level of noise or sounds that can be heard outside the Unit above a sound rating (impact and airborne sounds) of **52 dB(A)/F1IC**. No Owner may take any actions that may interfere with the structural noise mitigation Improvements installed in the Units, to include flooring, walls or plumbing modifications.

<i>Floors</i>	All changes to floors separating units must be accomplished in strict accordance with Article 12.1.15 of the CC&R's.
<i>Walls</i>	All changes to walls in the units must be accomplished in strict accordance with Article 12.1.16 of the CC&R's.
<i>Plumbing</i>	All plumbing must be properly insulated for sound and must be isolated from walls, studs, joists, ceilings, and flooring.
<i>Penetrations</i>	Penetrations or openings for piping electrical devices, recessed cabinets, bathtubs, soffits, or heating, ventilating or exhaust ducts shall be sealed, lined, insulated or otherwise treated to maintain required sound ratings.

Noise Complaints. The Board has the discretion to determine if an alleged noise or nuisance constitutes a violation of this policy or other provision of the Association's governing documents. The Board may require, in its sole discretion, in certain circumstances, that a complaining Owner substantiate his/her complaint with a written report from a licensed acoustical engineer showing the noise level complained about and the location from where the noise is emanating. Such complaints will be reviewed by the Board on a case-by-case basis.



EARTHQUAKE PREPAREDNESS GUIDE***Southern California Edison offers the following information in the event of an earthquake:***

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.

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 Unit
- Main electrical panel at exterior closet
- Phone book also has information on earthquake preparedness, basic first aid and CPR
- Conduct a hazard hunt in your Unit 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 Unit, and shut off the gas at the valve. Call 1 (800) 611-1911 at Southern California Edison 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 Southern California Edison 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 Southern California Edison at 1 – (800) 611-1911 to report downed or damaged power lines



MOLD INFORMATION & PREVENTION

What is Mold? Mold is a type of fungus which occurs naturally in the environment and is necessary for the natural decomposition of plant and other organic material. It spreads by means of sharing in microscopic spores borne on the wind, and is found everywhere life can be supported. Residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your Unit. Most Owners are familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile.

In order to grow, mold requires a food source. This might be supplied by items found in the home, such as fabric, carpet or even wallpaper, or by building materials, such as drywall, wood and insulation, to name a few. Also, mold growth requires a temperate climate. The best growth occurs at temperatures between 40°F and 100°F. Finally, mold growth requires moisture. Moisture is the only mold growth factor that can be controlled in a residential setting. By minimizing moisture, an Owner can reduce or eliminate mold growth.

Moisture in the home can have many causes. Spills, leaks, overflows, condensation, and high humidity are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or eliminate mold growth. If moisture is allowed to remain on the growth medium, mold can develop within 24 to 48 hours.

Should I be concerned about mold in my Unit? All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold.

What You can do. You must take positive steps to reduce or eliminate the occurrence of mold growth in your Unit, and thereby minimize any possible adverse effects that may be caused by mold. The steps include the following:

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



should be discarded. Should the mold growth be severe, call on the services of a qualified professional cleaner.

7. A copy of an information sheet prepared by the California Department of Health Services, dated July 2001, regarding mold is contained in your Handbook ("Mold Information Sheet"). You are advised to review carefully all the information set forth in the Mold Information Sheet. The Information Sheet was prepared in 2001. This Mold Information Sheet may be periodically updated by the California Department of Health Services. Information regarding mold may be updated and/or available from the following website:

http://www.dhs.ca.gov/deodc/ehib/ehib2/pdf/mold_2001_07_17final.pdf

For more information you may also want to try these web sites:

US Environmental Protection Agency - <http://www.epa.gov>
Centers for Disease Control and Protection Agency - <http://www.cdc.gov/nceh>
Illinois Department of Public Health - <http://www.idph.state.il.us>
Oregon Department of Human Services - <http://www.ohd.hr.state.or.us>
Washington State Department of Health - <http://doh.wa.gov>
There may also be other sources of information on mold.



MOLD INFORMATION SHEET

CALIFORNIA DEPARTMENT OF HEALTH SERVICES - INDOOR AIR QUALITY INFO SHEET

Mold in My Home: What Do I Do?

July 2001

This fact sheet provides information to people who have experienced water damage to their home and presents the health concerns related to mold exposure. It also provides general guidelines on mold detection, cleanup & removal of mold contaminated materials.

ABOUT MOLD

What are Molds? Molds are simple, microscopic organisms, present virtually everywhere, indoors and outdoors. Molds, along with mushrooms and yeasts, are fungi and are needed to break down dead material and recycle nutrients in the environment. For molds to grow and reproduce, they need only a food source – any organic material, such as leaves, wood, paper, or dirt -- and moisture. Because molds grow by digesting the organic material, they gradually destroy whatever they grow on. Sometimes new molds grow on old mold colonies. Mold growth on surfaces can often be seen in the form of discoloration, frequently green, gray, brown, or black but also white and other colors. Molds release countless tiny, lightweight spores, which travel through the air.

How am I exposed to indoor molds? Everyone is exposed to some mold on a daily basis without evident harm. It is common to find mold spores in the air inside homes, and most of the airborne spores found indoors come from outdoor sources. Mold spores primarily cause health problems when they are present in large numbers and people inhale many of them. This occurs primarily when there is active mold growth within home, office or school where people live or work. People can also be exposed to mold by touching contaminated materials and by eating contaminated foods.

Can mold become a problem in my home? Molds will grow and multiply whenever conditions are right—sufficient moisture is available and organic material is present. Be on the lookout in your home for common sources of indoor moisture that may lead to mold problems:

- Flooding
- Leaky roofs
- Sprinkler spray hitting the house
- Plumbing leaks
- Overflow from sinks or sewers
- Damp basement or crawl space
- Steam from shower or cooking
- Humidifiers
- Wet clothes drying indoors or clothes dryers exhausting indoors
- Warping floors and discoloration of walls and ceilings can be indications of moisture problems.
- Condensation on windows or walls is also an important indication, but it can sometimes be caused by an indoor combustion problem!
- *Have fuel-burning appliances routinely inspected by your local utility or a professional heating contractor.*

Should I be concerned about mold in my home? Yes, if indoor mold contamination is extensive, it can cause very high and persistent airborne spore exposures. Persons exposed to high spore levels can become sensitized and develop allergies to the mold or other health problems. Mold growth can damage your furnishings, such as carpets, sofas and cabinets. Clothes and shoes in damp closets can become soiled. In time, unchecked mold growth can cause serious damage to the structural elements in your home.



HEALTH EFFECTS

What symptoms are commonly seen with mold exposure? Molds produce health effects through inflammation, allergy, or infection. Allergic reactions (often referred to as hay fever) are most common following mold exposure. Typical symptoms that mold-exposed persons report (alone or in combination) include:

- Respiratory problems, such as wheezing, difficulty breathing, and shortness of breath
- Nasal and sinus congestion
- Eye irritation (burning, watery, or reddened eyes)
- Dry, hacking cough
- Nose or throat irritation
- Skin rashes or irritation
- Headaches, memory problems, mood swings, nosebleeds, body aches and pains, and fevers are occasionally reported in mold cases, but their cause is not understood.

How much mold can make me sick? It depends. For some people, a relatively small number of mold spores can trigger an asthma attack or lead to other health problems. For other persons, symptoms may occur only when exposure levels are much higher. Nonetheless, indoor mold growth is unsanitary and undesirable. Basically, if you can see or smell mold inside your home, take steps to identify and eliminate the excess moisture and to cleanup and remove the mold.

Are some molds more hazardous than others? Allergic persons vary in their sensitivities to mold, both as to the amount and the types to which they react. In addition to their allergic properties, certain types of molds, such as *Stachybotrys Chartarum*, may produce compounds that have toxic properties, which are called mycotoxins. Mycotoxins are not always produced, and whether a mold produces mycotoxins while growing in a building depends on what the mold is growing on (conditions such as temperature, pH, humidity or other unknown factors). When mycotoxins are present, they occur in both living and dead mold spores and may be present in materials that have become contaminated with molds. While *Stachybotrys* is growing, a wet slime layer covers its spores, preventing them from becoming airborne. However, when the mold dies and dries up, air currents or physical handling can cause spores to become airborne. At present there is no environmental test to determine whether *Stachybotrys* growth found in buildings is producing toxins. There is also no blood or urine test that can establish if an individual has been exposed to *Stachybotrys Chartarum* spores or its toxins.

Who is at greater risk when exposed to mold? Exposure to mold is not healthy for anyone inside buildings. Therefore, it is always best to identify and correct high moisture conditions quickly before mold grows and health problems develop. Some people may have more severe symptoms or become ill more rapidly than others:

- Individuals with existing respiratory conditions, such as allergies, chemical sensitivities, or asthma.
- Persons with weakened immune systems (such as people with HIV infection, cancer chemotherapy patients, and so forth)
- Infants and young children
- The elderly

Anyone with health problems they believe due to molds should consult a medical professional. Additional fact sheets on Mold and Health Effects are available from CDHS:

- Health Effects of Toxin-Producing Molds in California
- *Stachybotrys Chartarum* (atra) — a mold that may be found in water-damaged homes
- Fungi and Indoor Air Quality
- Misinterpretation of *Stachybotrys* Serology

These documents are available from the Environmental Health Investigation Branch, (510) 622-4500, or on the web at www.dhs.ca.gov/ehib/.

DETECTION OF MOLD

How can I tell if I have mold in my house? You may suspect that you have mold if you see discolored patches or cottony or speckled growth on walls or furniture or if you smell an earthy or musty odor. You also may suspect mold contamination if mold-allergic individuals experience some of the symptoms listed above when in the house. Evidence of past or ongoing water damage should also trigger more thorough inspection. You may find mold growth underneath water-damaged surfaces or behind walls, floors or ceilings.

Should I test my home for mold? The California Department of Health Services does not recommend testing as a first step to determine if you have a mold problem. Reliable air sampling for mold can be expensive and requires expertise and equipment that is not available to the general public. Owners of individual private homes and apartment generally will need to pay a contractor to carry out such sampling, because insurance companies and public health agencies seldom provide this service. Mold inspection and cleanup is usually considered a housekeeping task that is the responsibility of homeowner or landlord, as are roof and plumbing repairs, house cleaning, and yard maintenance. Another reason the health department does not recommend testing for mold contamination is that there are few available standards for judging what is an acceptable quantity of mold. In all locations, there is some level of airborne mold outdoors. If sampling is carried out in a home, an outdoor air sample also must be collected at the same time as the indoor samples, to provide a baseline measurement. Because individual susceptibility varies so greatly, sampling is at best a general guide. The simplest way to deal with a suspicion of mold contamination is: If you can see or smell mold, you likely have a problem and should take the steps outlined below. Mold growth is likely to recur unless the source of moisture that is allowing mold to grow is removed and the contaminated area is cleaned.

GENERAL CLEAN-UP PROCEDURES

The following is intended as an overview for home owners or apartment dwellers. We recommend that you consult one of several more thorough documents currently available as guidance, listed in the USEFUL PUBLICATIONS section below. Elements of the Clean-up Procedures:

- Identify and eliminate sources of moisture
- Identify and assess the magnitude and area of mold contamination
- Clean and dry moldy areas – use containment of affected areas
- Bag and dispose of all material that may have moldy residues, such as rags, paper, leaves, and debris.

Assessing the Size of a Mold Contamination Problem. There will be a significant difference in the approach used for a small mold problem – total area affected is less than 10 sq. ft. – and a large contamination problem – more than 100 sq. ft. In the case of a relatively small area, the clean-up can be handled by the homeowner or maintenance staff, using personal protective equipment (see below). However, for cases of much larger areas, it is advisable that an experienced, professional contractor be used. For in-between sized cases, the type of containment and personal protection equipment to be used will be a matter of judgment.

Can cleaning up mold be hazardous to my health? Yes. During the cleaning process, you may be exposed to mold, strong detergents, and disinfectants. Spore counts may be 10 to 1000 times higher than background levels when mold-contaminated materials are disturbed. Take steps to protect you and your family's health during cleanup:

- When handling or cleaning moldy materials, it is important to use a respirator to protect yourself from inhaling airborne spores. Respirators can be purchased from hardware stores; select one that is effective for particle removal (sometimes referred to as an N-95 particulate respirator).



However, respirators that remove particles will not protect you from fumes (such as bleach). Minimize exposure when using bleach or other disinfectants by ensuring good ventilation of the area.

- Wear protective clothing that is easily cleaned or discarded.
- Use rubber gloves.
- Try cleaning a test area first. If you feel that this activity adversely affected your health, you should consider paying a licensed contractor or other experienced professional to carry out the work.
- Ask family Members or bystanders to leave areas that are being cleaned.
- Work for short time periods and rest in a location with fresh air.
- Air out your house well during and after the work. Never use a gasoline engine indoors (e.g., water pump, pressure washer or generator), as you could expose your family to toxic carbon monoxide.

Removal of Moldy Materials. Clean up should begin after the moisture source is fixed and excess water has been removed.

- Wear gloves when handling moldy materials.
- Discard porous materials (for example, ceiling tiles, sheetrock, carpeting, and wood products).
- Bag and discard moldy items; if properly enclosed, items can be disposed with household trash.
- Dry affected areas for 2 or 3 days.

Spores are more easily released when moldy materials dry out, hence it is advisable to remove moldy items as soon as possible. If there was flooding, sheetrock should be removed to a level above the high-water mark. Visually inspect the wall interior and remove any mold-contaminated materials.

What can I save? What should I toss? You should discard moldy items that are porous and from which it will be difficult to remove mold completely: paper, rags, wallboard, rotten wood, carpet, drapes, and upholstered furniture. Contaminated carpet is often difficult to thoroughly clean, especially when the backing and/or padding can become moldy. Solid materials – glass, plastic, and metal – can generally be kept after they are thoroughly cleaned. Clean-up -- when attempting to clean less porous items (i.e., solid items such as floors, cabinets, solid furniture), the first step is to remove as much mold as possible. A cleaning detergent is effective for this purpose.

- Wear gloves, mask and eye protection when doing this cleanup.
- Use non-ammonia soap or detergent, or a retail cleaner, in hot water, and scrub the entire area that is affected by the mold.
- Use a stiff brush or cleaning pad on cement-block walls or other uneven surfaces.
- Rinse cleaned items with water and dry thoroughly. A wet/dry vacuum cleaner is helpful for removing water and cleaning items.

Disinfection of Contaminated Materials. Disinfecting agents can be toxic for humans, not just molds. They should be used only when necessary and should be handled with caution. Disinfectants are intended to be applied to thoroughly cleaned materials and are used to ensure that most microorganisms have been killed. Therefore, do not use disinfectants instead of, or before, cleaning materials with soap or detergent. Removal of mold growth from nonporous materials usually is sufficient.

- Wear gloves, mask and eye protection when using disinfectants
- After thoroughly cleaning and rinsing contaminated materials, a solution of 10% household bleach (for example, 1½ cup household bleach per gallon of water) can be used as a disinfectant.
- Using bleach straight from the bottle is actually LESS effective than diluted bleach.
- Keep the disinfectant on the treated material for the time prescribed time before rinsing or drying, typically 10 minutes is recommended for a bleach solution.
- Bleach fumes can irritate the eyes, nose, and throat, and damage clothing and shoes. Make sure working areas are well ventilated.



- When disinfecting a large structure, make sure that the entire surface is wetted (for example, the floors, joists, and posts). • Properly collect and dispose extra disinfectant and runoff.
- Never mix bleach with ammonia; toxic fumes may be produced.

Can air ducts become contaminated with mold? Yes. Air duct systems can become contaminated with mold. Duct systems may be constructed of bare sheet metal, sheet metal with fibrous glass insulation on the exterior, or sheet metal with an internal fibrous glass liner, or they may be made entirely of fibrous glass. Bare sheet metal systems and sheet metal with exterior fibrous glass insulation can be cleaned and disinfected. If water damaged, ductwork made of sheet metal with an internal fibrous glass liner or made entirely of fibrous glass will often need to be removed and discarded. Ductwork in difficult-to-reach locations may have to be abandoned. If you have other questions, contact an air duct cleaning professional or licensed contractor.

Can ozone air cleaners help remove indoor mold or reduce odors? Sometimes air cleaners are promoted to remove indoor mold or associated odors, and some of these are designed to produce ozone. Ozone is a strong oxidizing agent that is used as a disinfectant in water and sometimes to eliminate odors. However, ozone is a known lung irritant. Ozone generators have been shown to sometimes produce indoor levels above the safe limit. Furthermore, it has been shown that ozone is not effective in controlling molds and other microbial contamination, even at concentrations far above safe health levels. Also, ozone may damage materials in the home, for example, to cause rubber items to become brittle. For these reasons, the California Department of Health Services strongly recommends that you NOT use an ozone air cleaner in any occupied space. Refer to the CDHS IAQ Info Sheet: Health Hazards of Ozone-generating Air Cleaning Devices (January 1998), available on the CDHS-IAQS web site.

How can I prevent indoor mold problems in my home? Inspect your home regularly for the indications and sources of indoor moisture and mold listed on Page 1. Take steps to eliminate sources of water as quickly as possible.

- If a leak or flooding occurs, it is essential to act quickly.
- Stop the source of leak or flooding.
- Remove excess water with mops or wet vacuum.
- Whenever possible, move wet items to a dry and well ventilated area or outside to expedite drying. Move rugs and pull up areas of wet carpet as soon as possible.
- Open closet and cabinet doors and move furniture away from walls to increase circulation.
- Run portable fans to increase air circulation. Do NOT use the home's central blower if flooding has occurred in it or in any of the ducts. Do NOT use fans if mold may have already started to grow -- more than 48 h since flooding.
- Run dehumidifiers and window air conditioners to lower humidity.
- Do NOT turn up the heat or use heaters in confined areas, as higher temperatures increase the rate of mold growth.
- If water has soaked inside the walls, it may be necessary to open wall cavities, remove baseboards, and/or pry open wall paneling.



USEFUL PUBLICATIONS

Links to the following documents can be found at www.cal-iaq.org/MOLD/. General Information Molds, Toxic Molds, and Indoor Air Quality.

Detailed overview for the legislature by the California Research Bureau. Mold in Workplace – CDHS-HESIS Infosheet. Useful overview with specific resources for workers.

Biological Pollutants in Your Home. Concise booklet by U.S. EPA and ALA aimed at affected homeowner.

Mold and Moisture. Appendix H in the U.S. EPA IAQ Tools for Schools Clean-up Guidance Repairing Your Flooded Home.

Excellent resource by the American Red Cross and FEMA, with details on technical and logistical issues. Guidelines on Assessment and Remediation of Fungi in Indoor Environments.

Widely referenced guidelines developed by the New York City Department of Health. Mold Remediation in Schools and Retail Buildings.

Valuable, new guidance by U.S. EPA, also applicable to Homes. Consultants, Laboratories and Clinics CDHS Listing of Consultants Offering IAQ Services in California.

Self-reported database of contractors.

CDHS List of Laboratories for Bioaerosol (Mold) Testing. Identifies labs providing bioaerosol testing. Association of Occupational & Environmental Clinics. www.aoc.org.

Additional Information: U.S. EPA IAQ INFO, 800-438-4318, 9 am to 5 pm, Eastern Time, www.epa.gov/iaq/ CDHS Indoor Air Quality Section, 2151 Berkeley Way (EHLB), Berkeley, CA 94704, Phone: 510-540-2476, www.cal-iaq.org.

FOR LOCAL ASSISTANCE: Contact your County or City Department of Health, Housing, or Environmental Health California Department of Health Services (CDHS) IAQ Info Sheet Gray Davis, Governor State of California Grantland Johnson, Secretary Health and Human Services Agency Diana M. Bontá, R.N., Dr. P.H., Director Department of Health Services.



**VUE HOMEOWNERS' ASSOCIATION
FEE SCHEDULE**

Architectural application processing.....	See Management for Architectural Fee Schedule
Move-In/Move-Out deposit	\$500.00
Key fob replacement.....	\$50.00
Parking decal replacement	\$25.00
Storage space key replacement	\$50.00
Recreational Facilities reservation security deposit.....	\$500.00
Community Room reservation usage fee	\$200.00
Additional staff for events over 20 guests	\$25.00 per hour

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