

# **SAVINA RESIDENTIAL HANDBOOK**

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# INTRODUCTION

Welcome to Savina.

Savina is a mixed use condominium community located in the City of San Diego. This Residential Handbook governs all of the Residential Owners at Savina and their Occupants and Invitees. There is a separate Commercial Handbook which will govern the Commercial Owners and their Lessees. Inside this Residential Handbook you will find rules, regulations and guidelines that are intended to help foster a harmonious, enjoyable and safe environment for all Residents of Savina. The rules and guidelines established in this Residential Handbook are subject to the Declaration of Covenants, Conditions and Restrictions of and Establishment of Easements for Savina ("Declaration" or "Savina Declaration") and the Association's Articles of Incorporation and Bylaws. Supplementary Declarations may also be recorded in the future as provided in the Declaration. These documents (together with the Association Rules and Design Guidelines set forth in this Residential Handbook) which are referred to collectively as "the Association 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 and to establish policies from time to time for the Residential Amenities and Services and other purposes related to the use of the areas within Savina. If you would like to contribute suggestions for this Residential Handbook, please submit them to the Association Manager 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. Residential Owners are also responsible for ensuring that their Lessees and other Invitees comply with this Residential Handbook. If you have questions, please contact the Association Manager. The contact information for the Association Manager is set forth at the end of this Introduction.

**SAVINA CONDOMINIUM OWNERS ASSOCIATION**

The purpose of the Savina Condominium Owners Association ("Association") is to operate, manage and maintain the Savina project for the benefit of the Owners. The Community is a unique living and working environment that calls for mutual cooperation, common sense and consideration of neighbors. 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 the Association Manager.

To report problems related to the Association Property or any other areas within the Building which could adversely affect the Owners or other Residents or the Association Property, please contact the Association Manager.

Please note that, throughout this Residential Handbook defined terms are used, 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. As used in these Association Rules, the term "Resident" refers to both a Residential Owner and a Lessee of a Residential Condominium, but notwithstanding such use of the term Resident, each Residential Owner remains responsible for any violation of the Association Governing Documents by such Residential Owner's Lessee. It is each Residential Owner's responsibility to ensure that any and all Lessees of such Residential Owner's Residential Condominium are provided a copy of the Association Governing Documents, including the Association Rules and Design Guidelines set forth in this Residential Handbook (as they may be amended from time to time) and that such Lessees comply with all of the Association Governing Documents. The Association may require a Residential Owner to sign any applications or other forms submitted by its Residential Lessee.

**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.

**CONFLICTS**

If there is a conflict between any matters set forth in this Residential Handbook and the provisions of the Association Governing Documents, the more restrictive provisions shall control.

**ASSOCIATION MANAGER**

The initial Manager of the Association is set forth below. References to the "Association Manager" refers to the Manager for the Association listed below and any successor replacement of the Association Manager.

SAVINA ASSOCIATION MANAGER:  
1388 Kettner Blvd.  
San Diego, CA 92101

**MAINTENANCE AND INSPECTION OBLIGATIONS**

Residential Owners and the Association have maintenance and inspection obligations. Residential Owners should review the obligations set forth in the Declaration and the other Association Governing Documents and should consult their Owner Maintenance Manual, applicable warranties and other manufacturers' maintenance schedules and recommendations for specific maintenance requirements.

**FAIR HOUSING**

The Association complies with both federal and state laws relating to fair housing. In enforcing the restrictions in the Residential Handbook, the Association will make reasonable accommodation as required to comply with all state and federal fair housing laws.

**SAVINA**

**ASSOCIATION RULES**

**FOR**

**RESIDENTIAL OWNERS AND**

**OCCUPANTS**

# ASSOCIATION RULES

## INTRODUCTION

These rules, regulations and guidelines constitute Association Rules contemplated by the Declaration applicable to the Residential Owners. All Residential Owners, Residents and their Invitees are required to follow these Association Rules. The Board has adopted these Association Rules in addition to the provisions of the Declaration and the Bylaws.

As a point of clarification, all references below to Residential Amenities means all of the recreational, business and parking facilities and services for the use and enjoyment of the Residential Owners and, to the extent provided under the Association Governing Documents, their Invitees, including, without limitation, the swimming pool, spa (i.e. jacuzzi), pool deck, fitness center with outdoor yoga terrace, sauna and steam room, pet retreat, social lounge with outdoor terraces and the business lounge, barbecue areas, and a social lounge.

### 1. ACTIVITIES WITHIN THE ASSOCIATION PROPERTY.

Because the Residential Amenities and all other portions of the Association Property within the Community are to be enjoyed by all Residents, the following general rules of good conduct must be observed at all times.

#### 1.1 Noise and Disputes Involving Noise.

**1.1.1 Noise.** Please use common sense and courtesy with regard to voice levels, unnecessary noises and boisterous conduct while within the Association Property or which can be heard outside your Residential Unit. This includes, but is not limited to, televisions, stereos, cell phones and/or other sound emitting devices and pets. Keep the volume of all such devices and electronics at a reasonable level, taking into account the time of day (10pm-7am should be considered quiet hours), so other Residents are not disturbed.

**1.1.2 Disputes Involving Noise.** Because nuisance noise is largely subjective, the Association cannot involve itself in every dispute which may arise between Occupants. As a matter of practicality and as a benefit to its membership as a whole, the Board has adopted the standards set forth below for determining when the Association will become involved in such disputes.

(a) **Multiple Residential Units.** If the noise is such that it disturbs the Residents in more than one Residential Unit, the Association will take appropriate action to abate the nuisance if the affected Residents request in writing that action be taken by the Board.

(b) **Single Residential Unit.** If the noise is such that it only disturbs the Residents in a single Residential Unit, then the disturbance is not sufficient to cause intervention by the Association and the two parties will be encouraged to resolve their dispute by Alternative Dispute Resolution.

**1.2 Damage Caused by Residents.** Please take due care when using the Association Property. As provided in the Declaration, Owners will be responsible for and bear all costs of repairs and/or replacement for any damage to the Building, recreational facilities, equipment, or any other Association Property, if it is determined that the damage was caused by the Resident or its Lessees, guests, employees or contractors.

**1.3 Storage in Association Property.** The Association will not be responsible for any damage to, or loss of, any personal property left in any Association Property.

**1.4 No Obstruction.** For safety reasons, obstruction of the corridors, lobbies, elevators, stairwells and entranceways throughout the Building is not permitted. Residents may not store anything in the Association Property (excluding furnishings allowed in any Exclusive Use Easement Areas).

**1.5 Waste.** To ensure the attractive appearance of the Community, all trash or waste must be deposited only in the receptacles maintained in the Association Property, including trash receptacles within the Parking Garage and other areas in the Association Property.

**1.6 Antennae, Satellite Dishes and Signs.** Residents shall only have the right to install antennae, satellite dishes and signs only in compliance with the provisions of the Declaration and the Design Guidelines and Applicable Laws.

**1.7 Association Property.** Each Residential Owner benefits from the equipment and furnishings within the Association Property. Therefore, Residential Owners may not borrow or remove any equipment or property belonging to the Association.

**1.8 Solicitation.** Residential Owners shall not distribute or cause to be distributed any advertising, pamphlet, free newspaper or any other printed matter, excluding Association campaign fundraising materials, on or in any portion of the Property or cars of Residents, unless approved in advance by the Association Manager. This includes door-to-door solicitation, electioneering, etc.

**1.9 Vibration.** No Resident shall install or use in his or her Residential Unit any fixtures or equipment that will cause unreasonable vibrations, noise or annoyance to the Owners of the adjacent Residential Units. Each Residential Owner shall comply with all sound attenuation requirements of the Association Governing Documents.

**1.10 Exterior Lighting.** Any exterior electrical, gas or other artificial lighting maintained within any Exclusive Use Balcony or Exclusive Use Deck Areas shall be positioned, screened or otherwise directed or situated and of such control focus and intensity so as to not unreasonably disturb any Residents of any other Residential Units.

**1.11 Doormats.** No doormats shall be permitted in corridors and hallways.

**1.12 Responsibility for Children.** Residents are responsible for the actions of any and all children under their charge while present in the Association Property, including any child visiting as a guest.

**1.13 Skateboards.** Riding skateboards, scooters, bicycles or rollerblades is not allowed in any portion of the Association Property, including the Parking Garage.

**1.14 Smoking.** Smoking (including the use of electric cigarettes and vaporizers) is not allowed in any Association Property, including without limitation, the elevators, stairs, the Parking Garage and the Residential Amenities. Nothing contained in these Association Rules shall be construed to prohibit smoking on Exclusive Use Balcony Areas and Exclusive Use Deck Areas, and inside an Owner's Residential Unit unless otherwise prohibited by Applicable Laws. Owners who do smoke in their Residential Unit or Exclusive Use Easement Balcony Areas or Exclusive Use Deck Areas and whose smoking causes unreasonable impacts on other Residents from such smoking may be required by the Association to take actions to minimize the effect of the smoking, including, without limitation, installing air purifiers, smokeless ashtrays and other equipment to minimize the effect of smoke in other Residences.

**1.15 Emergencies.** Should an emergency situation occur, the building personnel and all other emergency personnel shall have authorization to enter your Residential Unit. Depending upon the nature of the emergency, it may be necessary to use forcible entry. No Resident may tamper with, modify, install for the benefit of the Resident or disconnect any emergency system. If the front door hardware of a Residential Unit requires replacement, the Resident must first notify the Association Manager to confirm the new replacement lock is compatible with the Building's key system. Should an emergency situation occur, the building personnel and all other types of emergency personnel shall have authorization to enter your Residential Unit.

**1.16 Outside Drying or Laundering.** Exterior clotheslines shall not be erected or maintained or hung on balconies, decks or railings within the Community. Exterior drying or laundering of clothes, towels or any other items on any Exclusive Use Easement Area or Association Property is also not permitted.

**1.17 Appropriate Attire.** Residents must consider the appropriateness of their clothing while in the Association Property. Shoes and shirts must be worn at all times when walking through Association Property and accessing the Residential Amenities.

**1.18 Commercial Filming.** The Declarant and any assignee or designee of Declarant, but not any Resident, may allow the filming for commercial or other purposes of any portion of the Building, except within a Residential Unit, unless the Residential Owner of the Residential Unit to be filmed consents, in which case, filming in such Residential Unit is allowed. No Resident shall interfere with, disrupt or prevent any commercial or other filming within the Association Property that has been authorized or permitted by the Declarant.



**2. ONSITE PERSONNEL.** Residents shall comply with any requirements established from time to time by the Association for the Association personnel and the services which will be provided by the Association personnel.

**3. CONDUCT AFFECTING INSURANCE.**

**3.1 Insurance Rates.** Residents shall not, without the approval of the Association, do or keep anything in any Residential Unit, Exclusive Use Easement Area, or the Association Property that will increase the rate of insurance, or could result in the cancellation or suspension of insurance or which would be in violation of any Applicable Laws.

**3.2 Liability for Insurance and Insurance Rates.** A Residential Owner who is responsible for or whose Lessee is responsible for an increase in the rate of insurance on the Association Property shall be personally liable to the Association for the cost of the additional insurance premiums.

**3.3 Information on Insurance.** Please refer to Article 11 of the Declaration for information regarding the Association and Owner insurance requirements. If you have further questions, please contact your insurance agent.

**4. RESIDENTIAL UNITS.**

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

**4.2 Balcony and Deck Areas.** Exclusive Use Balcony Areas and Exclusive Use Deck 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 surface of such areas.

**4.2.1 No Change of Surface.** Residents shall not change or alter the surface of any Exclusive Use Deck Area or Exclusive Use Balcony Area.

**4.2.2 No Installation of Flooring Materials.** The installation of any tiles or flooring material on the balconies or terrace areas 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 entry areas, balcony areas or terrace decks is also prohibited. Residents shall use all due care to prevent puncture of the water-proofing material on the balconies and decks.

**4.2.3 Drainage.** Existing drainage patterns on balconies and decks 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 Building and is strictly prohibited.

**4.2.4 Potted Plants.** Potted plants must be approved by the Board and must have a tray placed underneath the pot to prevent water spillage onto the balcony or terrace areas. Such trays, and any other device designed to hold water, must be raised above the surface of the terrace, balcony or terrace areas in order to allow sufficient air flow beneath such tray or device. Owners shall make sure that the potted plants are placed in areas where they will not fall onto the balconies below. Potted plants shall not be placed in a position which will block any drains or obstruct drainage patterns.

**4.2.5 No Hanging of Items on Railings.** No hanging screens, linens, blankets, rugs, swimsuits, plants, banners, wind chimes or other objects may be hung from a patio or roof deck. No lighting by an Owner shall be installed within any Exclusive Use Balcony Area or Exclusive Use Deck Area.

**4.2.6 Storage.** Residents shall not use any Exclusive Use Easement Areas for storage purposes, including, without limitation, the storage of bicycles.

**4.2.7 Cleaning of Balconies and Decks.** Residents shall use due care when cleaning their balconies and decks. The surfaces of these areas shall be mopped or cleaned in such a manner as to not cause any water to go beyond the boundaries of the balcony or terrace areas. Any Resident performing such work is responsible for any damage or injury caused by an item, article or substance which may fall off any of such areas.

**4.2.8 Bolting of Items.** No improvements shall be nailed, bolted, or otherwise attached to the floor, walls, or any portion of an Exclusive Use Easement Area.

**4.2.9 Furnishings.** Any furniture, furnishings and other materials kept or stored on any Exclusive Use Area shall be of a neutral color that is harmonious with the color scheme of the exterior walls of the building and approved by the Design Review Committee in writing or unless expressly permitted herein and shall not extend beyond the height of the railings surrounding such Exclusive Use Easement Areas.

**4.2.10 Vegetation.** No vegetation shall extend beyond the railings, fences, walls and/or boundaries of any Exclusive Use Balcony Areas or Exclusive Use Deck Areas.

**4.2.11 Restrictions on Barbecues.** No gas or charcoal barbecues may be used or installed within any balcony or terrace areas. Only electric barbecues may be used in those areas, and those are subject to any rules set forth by the Association, and any applicable local rules or ordinances.

**4.2.12 Restrictions on Propane Lanterns.** No propane or other gas lanterns or heat lamps may be used or installed within any balcony or terrace areas. Only electric lanterns or heat lamps may be used in those areas, subject to any applicable local rules or ordinances.

**4.2.13 Unattended Pets.** No pets shall be left unattended on any Exclusive Use Areas.

**4.3 Alarms.** Any alarm installed or connected in a Condominium must be monitored by a certified alarm company. Contact information for the alarm company must be provided to the Association Manager. Each Owner must update the contact information with the Association Manager for an alarm service provider, as appropriate. In the event an alarm is set off and not addressed within a reasonable amount of time, the Association Manager or other Association personnel may enter the Residential Unit and take all actions necessary to quiet the alarm. Additionally, if any Residential Unit will be left unattended for any extended period of time, the Owner must arrange for a local contact to be available to address emergencies or other alarm issues and provide such contact information to the Association Manager or authorized Association personnel.

**4.4 Speakers.** The Association may establish requirements regarding the installation of speakers and other music, television and sound systems. Unless otherwise approved by the Association, speakers and mounted music devices, televisions and surround sound systems, are permitted within a Residential Unit; provided, the sound from such equipment is contained within the interior of the Residential Unit and the installation is in conformance with the Association Governing Documents. All speakers and similar equipment must be hung in a manner to minimize sound and vibration transmission to any other Residential Unit. If speakers in a Residential Unit create unreasonable disturbances to other Residential Units, such speakers must be removed or kept at a volume that will not disturb other Residents unless otherwise approved by the Association. To help to ensure everyone's quiet enjoyment of their Residence, wall and ceiling mounted music, television or surround sound systems, including, without limitation, wall-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.

**4.5 Window Cleaning.** Except for windows on an Exclusive Use Balcony Area or Deck Area, the Association will provide window cleaning services for the exterior window surfaces that cannot be reached by Owners of a Residential Unit. Each Resident must cooperate with the Association to provide access for such window cleaning. The Association will provide reasonable advance notice to Residents of scheduled window cleaning dates.

**4.6 Waterbeds and Water Furniture.** Waterbeds or other water furniture shall not be permitted in any Residential Unit or Exclusive Use Deck Area or Exclusive Use Balcony Area. Substantial damage to other Residential Units or Association Property may occur as a result of a violation of this restriction and the Residential Owner is responsible for all damage caused by the Resident or his or her users or invitees.

**4.7 Aquariums.** Aquariums holding more than 30 gallons of water shall not be permitted in any Residential Unit unless approved by the Association. Each Residential Owner acknowledges that substantial damage to other Residential Units or Association Property may occur from a leaking or broken aquarium and that the Residential Owner causing such damage would be responsible for all damage.

**4.8 Water Features.** Water Features may only be installed in Exclusive Use Deck Areas if installed by the Declarant in connection with the original construction of the Building or with the approval of Declarant as provided in Section 7.2.1(a) of the Declaration.

**4.9 Furniture Pads for Pianos.** Pianos shall have at least half-inch neoprene pads under the supports to minimize vibration transmission into the structure of the Building.

**4.10 Vibrations and Noise.** In addition to the restrictions set forth above, Residents shall not attach to the walls or ceilings of any Residential Unit any other fixtures or equipment which will cause vibrations or noise or unreasonable annoyance or damage to the Residents in the other Residential Units or to the Association Property.

## **5. STORAGE.**

**5.1 Use of Self-Storage Spaces.** Owners of Residential Units who have been assigned the exclusive right to use Storage Spaces located within the Building shall use the Storage Space for the storage of seldom-used household and personal items. The Storage Spaces are not adequate for permanent storage of excess furniture or other large items. The Association is not responsible for any loss or damage to items placed in the personal Storage Space. Storage in these Storage Spaces is strictly at Resident's sole risk. Residents are advised to carry insurance for the personal property kept in the Storage Spaces.

**5.2 Restricted Materials and Items.** Gas-powered machines, firearms, fuel tanks, explosives and/or flammable and other Hazardous Materials are prohibited inside the Storage Spaces.

**5.3 Personal Property.** Items of personal property may not be stored by Residents in the Parking Garage unless in any Storage Spaces which may be located in the Parking Garage if any. No bicycles may be maintained on the walls in the Parking Garage unless the Board approves the placement of wall-mounted bicycle racks on the walls in the Parking Garage.

**5.4 Connections to Electrical Outlets.** No devices may be connected to electrical outlets to operate inside of the Storage Spaces.

**5.5 Emergency Access.** The Association and/or the Association Manager shall have the right to enter the Storage Spaces for the purpose of addressing an emergency and recover personal property as necessary.

**5.6 Climate Control.** The Storage Spaces are not climate-controlled and therefore, damage to items stored in these areas may result. Such damage may include harm caused by excessive heat, cold, moisture and lack of ventilation.

**5.7 Exchange or Lease of Storage Spaces.** Storage Spaces may be exchanged or leased to other Owners at Savina. 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 Storage Space form to the Association Manager prior to transferring your Storage Space to another Resident. The Lease/Exchange of a Storage Space form can be found in the "Forms" section of this Residential Handbook, and a copy can be obtained from the Association Manager.

**5.8 Locks.** Owners are responsible for providing locks for any Storage Spaces assigned to an Owner in a common storage room.

**5.9 No Hanging Objects.** No item or object may be hung from or placed within twenty-four inches (24") of any fire sprinkler head.

**5.10 Modifications.** An Owner shall not modify the structure of the Storage Spaces, nor modify any components in the Storage Spaces without the approval of the Association. No improvements which are attached to the walls may be installed within an Assigned Storage Space without the approval of the Association.

## **6. ANIMALS**

**6.1 Compliance with City and County Laws.** All Residents must comply with City and County laws and regulations with regard to control and health of pets. All Residents shall comply with restrictions on the number of animals and other restrictions relating to pets set forth in the Declaration. In addition to the restrictions regarding animals set forth in Section 7.2.4 of the Declaration, 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.

**6.2 Prohibited Pets.** Any pets which are restricted under any insurance policy maintained by the Association shall not be permitted within the Community.

**6.3 Pets of Guests.** Guests of Residents shall not be allowed to bring animals onto the Association Property at any time, except for service animals which are not permitted to be restricted under Applicable Laws.

**6.4 Obedience Class.** If the Board deems it necessary, it has the right to require that Residents provide the Association with a certificate from a professional dog trainer certifying that the Owner's dog has successfully completed obedience training classes.

**6.5 Leashes.** Pets must be kept in a container or on a leash held by a person capable of controlling the animal in any portion of the Association Property, including but not limited to the pet retreat and the elevators, lobby and garage, at all times. In addition, no pet shall be permitted in any Residential Amenities within the Building, except the pet retreat. The lobby and elevators should only be used as a pass through with pets. Pets are not permitted to jump on the lobby desk, eat dog biscuits (or other treats) in the lobby or loiter in the lobby. Pets must be under the Resident's control when outside the Residential Unit. Pets shall not be tied to trees or any exterior building structure.

**6.6 Waste.** No Resident shall allow his or her pet to deposit fecal matter or urinate on or around any portion of the Association Property or other portions of the Building, or any of the exterior areas within and around the Building. Waste must be put in a tightly sealed plastic bag before being disposed of. No pet waste may be placed in any trash receptacle in the Association Property. No cat litter may be flushed or otherwise released into the Building's plumbing. Any pet waste deposited in the trash rooms must be tightly sealed in a PLASTIC bag. Using paper bags to dispose of any pet waste is strictly prohibited.

**6.7 Unattended Pets.** Pets must not be left outside unattended in balconies or terrace areas. Pets must be kept within the Residential Unit when the Resident is away or cannot attend to them. Barking dogs on Exclusive Use Easement Areas, or inside a Residential Unit, or any other excessively noisy animal that disturbs the quiet enjoyment of any other Resident will not be tolerated. Pets shall not be allowed to defecate or urinate on balconies or decks or any other portions of the Association Property.

**6.8 Liability for Pets.** Each Residential Owner who brings or keeps a pet in the Community or whose Lessee or guest brings or keeps a pet in the Building shall be absolutely liable to other Residents 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.

**6.9 Action by the Board.** If, after Notice and Hearing, the Association finds that a pet is dangerous or creates a nuisance, the Board may require the pet to be removed from the Building within seven (7) days. Actions that may constitute a nuisance include, but are not limited to, abnormal or unreasonable crying, barking, scratching or unhygienic behavior.

**6.10 Pet Structures.** Structures for the housing or confinement of any bird or other animal which are visible on the exterior of any portion of the Building shall be subject to the approval of the Association.

**6.11 Service Animals.** Service animals may be exempt from rules that interfere with their duties to the extent required under Applicable Laws. The Association shall comply with all Applicable Laws relating to service animals, including without limitation fair housing laws.

**6.12 Pet Registration.** Pet registration may be required by the Association and, if so required, shall be coordinated by the Association Manager.

**6.13 Pet Retreat.** Occupants are responsible for their pets using the pet retreat and shall clean up after their pets.

## **7. ELEVATOR USE.**

**7.1 Use of Elevators.** Any Resident requiring an elevator for the following purposes must make prior arrangements with the Association Manager:

**7.1.1** Transporting large, oversized items such as furniture or large boxes;

7.1.2 Transporting construction materials; and

7.1.3 Move Ins, Move-Outs and delivery of large items.

**7.2 Use of Elevator Doors by Children.** For the safety of all elevator users, elevator doors may not be propped open for any reason and children under the age of six (6) years of age must be accompanied by an adult when using an elevator.

**7.3 Pets in Elevators.** Pets on a leash are allowed within all elevators at the Community. However, as a courtesy to other people using the elevator, any person using an elevator with a pet must first request permission from any other person present in the elevator before entering. If possible, each pet should be carried while riding in the elevators.

**7.4 Emergency Procedures.** Each elevator in the Building is programmed to return to the ground floor during an Emergency, malfunction or power failure. In such event, each elevator will automatically cancel its current destination and immediately redirect itself back to the ground floor to allow all passengers to exit.

**7.5 Phones.** If an elevator fails to perform as described above, there is an emergency phone installed in every elevator, which is housed behind the small red door located underneath the elevator control panel (i.e. the elevator buttons). The emergency phone is wired to automatically dial directly to the elevator service provider when the receiver is picked up.

**7.6 Limitations.** DO NOT enter any elevator for any reason during an Emergency. The elevators are programmed to bring themselves down to the ground floor and open their doors only once during an emergency and will not function normally until being reset by the appropriate Building personnel. Additionally, the backup generators that power the elevators during an Emergency may be depleted at any time and may not have enough power to bring an elevator down to the ground floor from its current location.

## **8. SERVICE PROVIDER RULES.**

**8.1 Service Provider Responsibility.** All service providers ("Service Providers") are subject to the "Service Provider Rules" for Savina, a copy of which is included in this Residential Handbook. All Service Providers are subject to restrictions and provisions of this Residential Handbook and all other Association Governing Documents in addition to the Service Provider Rules. To ensure all Service Providers are aware of the rules and requirements of Savina, a Resident must provide its Service Provider(s) with a copy of the Service Provider Rules prior to commencing any work in the Building.

**8.2 Owner Responsibility.** Each Residential Owner is responsible for any violations of the Association Governing Documents by its Service Provider or the Service Provider of any Lessee. Additionally, each Owner is responsible for any activities by any Service Provider of the Owner or the Owner's Lessees that violates Applicable Laws, such as dumping pollutants through the drainage systems of the Building.

## **9. RENTAL OF RESIDENTIAL UNITS.**

**9.1 Rental.** An Owner shall be entitled to rent the Owner's Residential Unit for a term of not less than six (6) months. The Owner shall be responsible for all actions of the Lessee and will be liable for any costs associated with the violation of any provision set forth in the Association Governing Documents, including any failure to maintain the Residential Unit in accordance with the requirements of the Association Governing Documents.

**9.2 Notification.** The names and contact numbers for each Lessee must be submitted to the Association within seven (7) calendar days of the execution of any lease agreement by delivering a copy of the executed lease agreement pursuant to the Declaration, together with an executed "Residential Unit Rental Form" (available in the Forms Section of this Residential Handbook) certifying its lease agreement complies with the requirements of this Section and the Declaration and the other Association Governing Documents.

**9.3 Use of Residential Amenities During a Lease Term.** Privileges to use the Residential Amenities at Savina transfers to a Lessee upon the commencement date of the Lease Agreement. Except to the extent necessary to enforce its rights under a lease agreement (including inspection of the Residential Unit), an Owner shall have no

right to use the Association Property or the Residential Amenities during the term of a Lease Agreement for his or her Residential Unit.

**9.4 Responsibility of Owners.** Each Lessee must comply with all the maintenance responsibilities of an Owner with respect to the use of its Condominium and all Exclusive Use Easement Areas. However, the Owner who is leasing his or her Condominium is not relieved of its maintenance obligations when his or her Condominium is leased. The Association will hold such leasing Owner responsible for any failure or non-compliance of its Lessee(s) to diligently perform the maintenance obligations set forth in the Owner Maintenance Manual and any other obligations under any of the Association Governing Documents. In the event any Lessee causes damage to the Community or violates the terms of its lease agreement, the Association will pursue available remedies against the applicable Residential Owner and/or the Lessee. However, even if the Association elects to pursue remedies against the Lessee, the Association still has the right to also pursue remedies against the applicable Residential Owner whose Lessee or Invitees have violated the Association Governing Documents and the Residential Owner remains primarily liable for the actions of its Lessees and Invitees.

**9.5 Timesharing.** No Residential Unit may be divided or conveyed on a time increment basis of measurable chronological time periods. There shall not be any agreement, plan, program or arrangement under which the right to use, or occupy or possess the Condominium rotates among various persons, either corporate partnership, individual or otherwise, on a periodically recurring basis for monetary or like-kind use privileges.

**9.6 Short Term Rentals.** Residential Units may not be rented for transient uses, or for hotel, motel, vacation rental or other similar uses. This includes, without limitation, any rentals made on vrbo.com, Airbnb.com and other similar vacation rental websites.

**9.7 Assessments.** A Lessee shall have no obligation to the Association to pay assessments imposed by the Association. Each Residential Owner remains liable for the payment of such Assessments.

**9.8 Orientation.** All new Lessees must attend an orientation session with the Association, Manager or its designee.

**9.9 Voting Rights.** No Lessee shall have any voting rights in the Association or the right to attend any meetings held by the Association.

**9.10 Lease Agreement.** Each lease agreement must (a) be in writing; (b) be for a term no less than the term permitted by the Declaration; (c) provide it is subject to all the Association Governing Documents; and (d) provide that any failure to comply with any provision of the Association Governing Documents will be a default under the lease agreement. Upon request of the Association, the Residential Owner that is a party to lease agreement shall deliver a copy of such lease agreement to the Association.

**9.11 Insurance.** Residential Owners are responsible for ensuring that their Lessee maintain the appropriate renter's insurance in sufficient amounts to cover the cost of replacement of all such Lessees' personal property and liability at Savina during the entire term of their respective lease agreements. The obligation of the Lessees of Residential Owners to maintain renters' insurance in no way limits or replaces the insurance obligations of Residential Owners under the Association Governing Documents. Since each insurance carrier may vary in policy, it is each Residential Owner's responsibility to obtain the appropriate type of insurance for such Residential Owner's Condominium while it is leased and that the form of such insurance, including all coverage amounts, complies with such Residential Owner's obligations under the applicable Association Governing Documents. Depending on the insurance carrier, a Residential Owner may be required to change their property insurance coverage to a commercial or other type of business policy as dictated by such Residential Owner's individual insurance carrier. Neither the Association, nor the Association Manager, may advise you on such matters.

## **10. RESALE/RENTAL AND REAL ESTATE PROFESSIONALS.**

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

**10.2 Mandatory Information.** Any Owner selling/leasing his or her Residential Unit must first provide the following information to the Association Manager before any real estate professional(s) may enter the Building in connection with the sale or offering for sale of his or her Residential Unit:

**10.2.1** Name, company, telephone number, cell phone number and email address of the real estate professional(s);

**10.2.2** A written statement authorizing the real estate professional(s), escrow officer(s), and any other persons assisting the Owner, to receive responses to disclosure requests;

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

**10.2.4** Written notification to the Association Manager of any changes in the Owner's listing agreement with its real estate professional(s) that affects access to the Residential Unit or other portions of the Association Property.

**10.3 Prohibited Activities.**

**10.3.1 Open Houses.** Except for "designated open houses" authorized through the policies established by the Board, no open houses are permitted in the Residential Condominiums. The Association shall have the right to deny the request for any open house or to limit the number of visitors permitted to attend each designated open house in its sole discretion.

**10.3.2 Auctions.** No on-site auction for the sale or lease of a Residential Condominium is permitted.

**10.4 Notice Upon Sale.** This Section does not apply to the initial sale of the Condominiums from the Declarant. Upon sale of a Condominium, the name of the purchaser and the purchaser's contact information shall be provided to the Association Manager when escrow is opened for the Residential Condominium. Additionally, a copy of the recorded deed must be delivered to the Association Manager as soon as it is available. Each new purchaser must attend an orientation session presented by the Association Manager in connection with moving in.

**10.5 Signs, Flags and Banners.** No signs, flags, banners, or the like advertising the sale or lease of a Condominium may be displayed within any Association Property. However, certain signage may be displayed from within a Condominium subject to the Association Governing Documents. Review the signage section of the Design Guidelines for more detail.

**11. FIRE SAFETY DEVICES.**

**11.1 Smoke Detectors.** Each Resident must maintain the smoke detectors, alarms and horns installed in his or her Residential Unit. As part of this maintenance, Residents must replace all smoke detector batteries at least every twelve (12) months.

**11.2 Fire Sprinklers.** Each Resident must take care not to harm, damage or unnecessarily activate the fire sprinklers installed in his or her Residential Unit. The fire sprinklers are heat activated and permitting high heat, steam or burning in the vicinity of a fire sprinkler may cause it to activate, potentially causing extensive damage to your Unit, your personal property, the Association Property, and the residences adjacent to and below yours. Except for periodic dusting, you should never touch or allow anything else to touch the fire sprinklers. In particular, you are not allowed to have any item hanging from the fire sprinklers, including, without limitation plants, laundry, posters or other objects. You should also not tie string, floss, wire or any other material on, around or across any portion of a fire sprinkler. Nothing should be stored within eighteen (18) inches of a sprinkler head.

**11.3 Fire Alarm System.** Residents and their guests are prohibited from tampering with the fire alarm system which includes: smoke detectors, heat detectors, flow switches, and tamper switches, etc. Disconnecting the horn in any Residential Unit from 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 Building, you should notify the Association Manager immediately.

**11.4 Accidental Set-Offs.** If a Resident accidentally sets off the fire sprinklers or suspects that the sprinkler in his or her Condominium may be damaged or not functioning correctly, the Resident shall notify the Association Manager immediately. Each Residential Owner shall be responsible for any and all costs, expenses, liabilities, penalties and fines incurred by the Association or any other Resident or Owner if the fire sprinklers are set off as a part of the actions of a Resident or such Owner's Occupants.

**11.5 Reimbursement Obligation for Citations or Fines by Fire Marshal.** If the Association is cited and fined by the Fire Marshal for any violation of local fire codes due to the actions of any particular Resident, the applicable Residential Owner will be responsible for the full amount of the fine and will reimburse the Association within ten (10) days after receipt of a statement therefor from the Association. If any fine is incurred as a result of the action of a Lessee or Permitted User of a Residential Owner, the Association will seek reimbursement from the applicable Residential Owner, and it will be the Residential Owner's responsibility to seek reimbursement from its Lessee or Permitted User accordingly.

**11.6 Fire Extinguishers.** Fire extinguishers have been installed in certain portions of the Building in case of a fire. No Resident or Occupant may remove, borrow or tamper with any fire extinguisher except in case of a fire.

**11.7 Fire Life Safety Devices.** If any fire life safety device must be covered in connection with any improvement undertaken by a Resident, prior written approval must be obtained from the Association. The Resident making such a request must comply with any requirements imposed by the Association Manager. Any disabling or removing of any Fire Life Safety System shall be performed by the Association or its agents, contractors or employees at the cost of the Residential Owner requesting that the fire system be disabled. Any covering plastic must be removed by 5:00 p.m. each day. A fine may be charged for each smoke detector or fire sprinkler left covered overnight.

## **12. PARKING GARAGE AND PARKING GUIDELINES APPLICABLE TO RESIDENTIAL UNITS.**

**12.1 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 Building which obstructs free traffic flow, constitutes a nuisance or otherwise creates a safety hazard.

**12.2 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.

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

**12.4 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 Parking Garage. There may be blind spots present. It is recommended that your headlights be turned on while driving in the Parking Garage.

**12.5 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.

**12.6 Oil Leaks.** Excessive oil leaks and stains caused by a user's vehicle will be subject to fines and/or the cost of cleanup and repairs. Please use and monitor the condition of oil catching and absorbing materials underneath your vehicle to prevent excessive staining. Preventative maintenance of your vehicle will help to alleviate this issue.

**12.7 No Vehicle Maintenance.** Except for emergency repairs for malfunctioning vehicles, no working on vehicles is permitted anywhere in the Parking Spaces or any other area in the Parking Garage. This includes, without limitation, washing, changing oil, light maintenance, etc. All vehicles, motorcycles, mopeds and bicycles within the Building must be operable and possess a current license and registration. If a vehicle becomes inoperable while parked at the Building, the Owner of such vehicle must make arrangements to remove the inoperable vehicle as soon as reasonably possible.

**12.8 Registration.** If required by the Association Manager and if the Residential Owner has a vehicle which it regularly parks in the parking garage, such Residential Owner (or such Residential Owner's Lessee) must register with the Association Manager the automobile(s) that he or she wishes to have designated as an Authorized



Vehicle that will be parked in the Parking Garage. To register a vehicle, the Resident must provide to the Association Manager the following:

- 12.8.1 A signed application for registration of the vehicle in the form provided by the Association Manager;
- 12.8.2 The vehicle's license plate number;
- 12.8.3 A description of the vehicle, including its make, model and color;
- 12.8.4 A signed waiver and release in form approved by the Association; and
- 12.8.5 Such other information as the Association Manager may reasonably request.

Upon receiving the information set forth above, the Association Manager shall issue to such Residential Owner or Lessee a garage fob to be allowed to park in the Parking Garage. Upon sale or lease of a Condominium or the expiration of a lease of a Condominium, the Owner that is selling or leasing his or her Condominium or the former Lessee of a Condominium must return the garage fob to the Association Manager. A fee will be charged to any Residential Owner who fails or whose Lessee fails to return the garage fob as required herein within five (5) days after the sale or expiration of a lease of a Condominium. If a Resident fails to return the garage fob to the Association Manager, the successor Resident shall be required to pay the fee for a new garage fob for use by such Resident.

**12.9 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 Parking Garage. Except for vehicles required by Declarant for completion of construction, no contractors' vehicles shall be permitted in the Parking Garage. Owners must arrange for off-site parking for any contractor performing work within an Owner's Residential Unit. The Association can grant a waiver of these requirements and may identify vehicles as Authorized Vehicles or Prohibited Vehicles in the future.

**12.10 No Bicycles, Etc.** No bicycling, skateboarding, roller skating, rollerblading or playing is allowed in any Parking Space or in the Parking Garage.

**12.11 Fire Lanes.** There is no parking in the fire lanes located within the Parking Garage. Any vehicle parked within a fire lane may be towed at the Resident's expense without prior notice in accordance with all Applicable Laws.

**12.12 Towing.** Residents shall park only in their Assigned Parking Space. Any vehicles parked in Parking Spaces 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 the Association Manager or the appropriate party as designated by the Association Manager, if an unauthorized vehicle is parked within such Resident's Assigned Parking Space. In the event of any such violation, the Association Manager is authorized to take appropriate action as allowed by Applicable Laws, including towing the vehicle at the Residential Owner's expense or pursuing alternative forms of towing such as a parking boot that requires a fee for release, who shall be responsible for taking appropriate action, including, if necessary, calling the towing company.

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

**12.14 Disabled Parking Space.** Certain Parking Spaces in the Parking Garage will be designated for use by disabled persons ("Disabled Parking Spaces"). Such Disabled Parking Spaces will be assigned by the Declarant, and if after Declarant no longer owns any Residence, by the Association (if any Disabled Parking Spaces are available for assignment) to disabled Occupants 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. If an Occupant is assigned a Disabled Parking Space, such assignment is in lieu of one of the Parking Space to which the Occupant would otherwise be entitled and such Owner may be required to relinquish such space if such Owner no

longer qualifies for disabled status. There is no guarantee that a Disabled Parking Space will be available to a disabled Owner or his or her Lessee.

**12.15 Parking Garage.** Each Residential Owner has been assigned at least one (1) Parking Space in the Parking Garage. The Association has no obligation to find alternative parking spaces for any Occupant while the Parking Garage is being cleaned, maintained or repaired. There is no guest parking for the Residential Owners in the Parking Garage.

**12.16 Lease, Relocation and/or Exchange of an Assigned Parking Space.** After the conveyance of a Residential Unit from Declarant to a Residential Owner, the rights assigned to the Owner of a Residential Unit to use or occupy an Assigned Parking Space shall be subject to the rights of the Declarant or the Association to relocate such Parking Space, upon reasonable notice, in order to accommodate the assignment of Disabled Parking Spaces to persons qualifying for Disabled Spaces. Parking Spaces assigned for the exclusive use of the Owner of a designated Residential Unit may be leased, relocated or exchanged only with other Owners. Only Owners can lease, exchange or otherwise acquire rights to the exclusive use of a Parking Space. The conveying Owner must notify the Association Manager and the Association of the name of the Owner to whom 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 the Association Manager.

**12.17 Community Electric Charging Stations.**

**12.17.1 Community Electric Charging Station for Use by Residents.** A car charging station is planned to be available for use by Residents. Any Resident using such community electric charge station shall be responsible to pay the costs for any electricity used by such Resident. The electric charger is currently planned to accept credit cards. Residents shall not park their cars in the area available for electric car charging any longer than is necessary to charge the Resident's vehicle. The Association is not responsible if the community electric charger plug is not adapted for an Owner's vehicle.

**12.17.2 Electric Car Charger - Assigned Parking Spaces.** Certain Parking Spaces in the Parking Garage will contain an individual electric car charger ("Individual Electric Car Charger"). Parking Spaces with an Individual Electric Car Charger will be initially assigned by the Declarant in connection with the sale and conveyance of Residential Units. If an Occupant is assigned a Parking Space with an Individual Electric Car Charger, such Owner may be required to relinquish such space if such Owner no longer has an electric car registered in the name of the Owner or the Occupant of the Residence. There is no guarantee that a Parking Space with an Individual Electric Car Charger will be available to an Owner or his or her Lessee. Any changes or modification to the Individual Electric Car Charger required approval of the Association pursuant to the Design Guidelines.

**12.18 Shared Loading Dock.** A Shared Loading Dock is located within the Parking Garage and will be available for use by both the Residential Owners and the Commercial Owners. The Shared Loading Dock is to be used for deliveries and moving large items. All deliveries to the Shared Loading Dock and use of the Shared Loading Dock must be scheduled with the Association Manager. Scheduling will occur on a first-come, first-served basis. Vehicles may be parked temporarily within the Shared Loading Dock but only to the extent necessary to load or unload. Such temporary parking shall not be for unreasonable periods of time or obstruct the free flow of traffic. No parked vehicle may be left unattended at any time. Owners and/or their tenants may only temporarily obstruct the area near the Shared Loading Dock area to the extent necessary to load and unload goods/supplies/merchandise. No items, merchandise, etc. may be stored or left unattended (even temporarily) within the Shared Loading Dock area.

**13. BICYCLES.**

**13.1 Bicycle Storage.** Limited spaces for bicycle storage will be made available to Owners on a "first-come, first-served" basis or other basis as may be determined by the Association. The Association has the right to establish additional rules and policies relating to these spaces, including, without limitation the requirement that each bicycle be registered with the Association Manager or require the placement of an identifying sticker as proof such bicycle or motorcycle is authorized in such parking spaces. Owners are responsible for their own locks on any bicycles stored in the bicycle storage area. The Association and Association Manager are not responsible for the security of any bicycles stored in the bicycle storage area.

**13.2 Loss of Space.** Residents who have been granted a space for a bicycle and who leave it vacant for more than thirty (30) days may forfeit any right to such space and the space may be licensed by the Association to

another Residential Owner. The Association shall provide at least five (5) days' notice to the Resident prior to reassigning the space for the bicycle.

**13.3 Bicycles on Association Property.** Bicycles may be required to be registered with the Association on a form provided by the Association Manager. Bicycles must be carried when being transported through the Association Property.

**13.4 No Storage.** A Resident who has been assigned a space for a bicycle shall not use the space for any other purpose, including storage of other equipment or motorcycle storage.

#### **14. OFFENSIVE CONDUCT AND NUISANCES.**

**14.1 Audio Volumes.** The volume of radio, stereo sets, television and musical instruments shall be held at a reasonable level at all times so other Residents are not disturbed.

**14.2 Speakers.** Speakers and floor supported musical instruments (i.e. pianos and organs) must be properly isolated (as provided in the Design Guidelines) from direct contact to floors and walls in order to minimize vibrations.

**14.3 Odorous Matters.** No odorous matters shall be emitted by a Resident upon or about the Building in such quantity as to be readily detectable outside the physical boundaries of the space within which such odor was generated. Front doors to the Residential Units shall remain closed except for when accessing a Residential Unit in order to control cooking, smoking and other odors.

**14.4 Hazardous Materials.** No Hazardous Materials shall be stored, placed or used anywhere within the Association Property or within a Residential Unit in violation of Applicable Laws. Any Owner who receives written notice from the Association indicating an item in their possession violates this restriction must take all necessary actions to remove such item within twenty-four (24) hours of receiving such notice. In the event the item is not removed within twenty-four (24) hours, the Association or authorized Association personnel may remove or cause the item(s) to be removed and charge the applicable Owner for any costs associated with such removal.

**14.5 No Dumping.** No person shall discharge into the Building'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 or violate any law. Failure to adhere to this restriction may subject the violating Owner to liability under state and federal law for any clean up, personal injury or damage caused to another Unit or any portion of the Community.

**14.6 Water Damage; Extended Absence Responsibilities.** If a Residential Unit is left unattended for an extended period of time, the Owner of the vacant Residential Unit is responsible for taking the necessary precautions to avoid water damage that could be caused by leaks in their absence as provided in Section 19 below. Owners shall make arrangements for someone to check on the Residential Unit if the Residential Unit will be left vacant for any extended period. Owners acknowledge that water may dry up in the P-trap portion of the toilets, showers and bathtubs if they are not used and cause odors which may migrate from such Owner's Residential Unit into another Residential Unit or other areas in the Building. Owners are responsible for any nuisances which they may cause due to such odor and are recommended to review the Owner Maintenance Manual for proper maintenance of their toilets.

**14.7 Water Intrusion Policy.** All Owners must comply with the Association's Water Intrusion and Mold Policy attached to the back of this Residential Handbook.

#### **15. HOLIDAY DECORATIONS.**

**15.1 Acceptable Timeframe.** Winter holiday decorations may only be displayed from the day after Thanksgiving until January 15. All other decorations must be displayed no more than seven (7) days prior to the day of the holiday, and must be removed within five (5) days after the holiday.

**15.2 Location.** Holiday decorations must only be displayed from inside the Residential Unit. No Owner may place holiday decorations in the Association Property structures, (including Exclusive Use Balcony Areas or Exclusive Use Deck Areas). Occupants shall not damage or puncture the Building in the process of displaying decorations.

**15.3     Lights.** Outdoor holiday lighting is not permitted.

**15.4     Disposal.** Unless authorized by the Association Manager, holiday decorations, including Christmas trees, may not be disposed of in the trash rooms at the Community. All Christmas trees must be bagged when being brought through the Community. Any Occupant desiring to dispose of their Christmas tree in the Building must bring their bagged tree to the trash room in the Parking Garage and put it in the appropriate location designated by the Association. The Association may establish time periods for the collection of discarded Christmas trees and impose requirements regarding the placement for such discarded Christmas trees. Christmas trees not disposed of within the requirements and time periods set by the Association, the offending Owner will be responsible for all charges related to the removal of the Christmas tree and possibly fined. Cleaning fees and fine will be imposed on the Owner for Christmas trees brought into the building that are not bagged.

**16.     LARGE EVENTS OR GATHERINGS IN RESIDENTIAL UNITS.**

**16.1     Notice.** Events or gatherings of ten (10) persons or less may be held within a Residential Unit by simply providing verbal notice to the Association Manager. However, events for more than ten (10) persons, requires the hosting Owner to deliver a written notice to the Association Manager and the completion of requisite forms, which are provided by the Association Manager. All written notices and requisite form(s) must be filled out at least forty-eight (48) hours in advance of an event or gathering.

**16.2     Personnel.** Depending on the nature of the gathering, the Association Manager may require additional personnel be provided for the event at an hourly rate established by the Board. If required, the hosting Residential Owner will be billed for such costs.

**16.3     Additional Guidelines.** All events and gatherings shall also be subject to the following:

**16.3.1** The event or gathering must be confined to the hosting Owner's Residential Unit. However, if needed, a hosting Owner may request permission from the Association Manager to use portions of the Association Property; provided, however, such use will not unreasonably disturb (as determined by the Association Manager) other Residents and shall be subject to the other restrictions set forth in this Residential Handbook.

**16.3.2** Any unauthorized vehicles parking in the Parking Garage are subject to enforcement action by the Association, including, without limitation, towing at the Resident's expense in accordance with Applicable Laws.

**16.3.3** Any damage to the Association Property or any other portion of the Community arising out of the event or gathering will be the responsibility of the Owner of the Residential Condominium where the event is being hosted. The Association shall have the right to require a deposit for any large gathering or event.

**16.3.4** All requests for abatement of noise or conduct from the Association Manager, Association personnel or other Residents must be observed. Failure to comply with such requests may result in early termination at the discretion of the Association Manager or other Association personnel, as appropriate.

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

**17.     SIGNS.**

Owners displaying signs within the Community are subject to the restrictions set forth in the Declaration, the Design Guidelines and the City of San Diego signage requirements.

**18.     TRASH DISPOSAL.**

**18.1     Trash Chute and Trash Rooms.** Each residential floor in the Building is equipped with a small room that provides access to a trash chute for the Building. No Resident shall place any trash in any stairwells. No glass is allowed in the trash chute. The trash rooms contain a trash chute for refuse and may also include recycling bins. All refuse deposited into the trash and recycle chutes must be securely bagged and sealed. Open containers such as paper sacks, boxes, unsecured plastic bags, and/or reusable garbage cans are prohibited. Compacted trash may not be placed in any trash recycling bin as the weight of such trash may damage trash chute and must be brought down to

the trash room located on P1 of the Parking Garage. Volatile or flammable materials may not be placed in the trash chutes or recycling bins.

**18.2 Trash Facilities.** The main trash room containing the trash and recyclable bins are located on P1. Owners are responsible for bringing down and disposing of items that may not fit in the trash or recycle chutes. No Owner may leave items in the trash chutes or trash rooms located on each floor at any time or they will be subject to fine and possible cleaning fees. The Owner must break down boxes before disposing in the appropriate trash or recycle bin. Owners may not leave boxes in or around the trash or recycle bin at any time.

**18.3 Clean Up.** In the event of damage to bags in the disposal process, Residents are responsible for cleaning up trash spilled in the Building and disposing of it in the proper receptacles. Residents will be assessed for any cleanup services provided by the Association.

**18.4 Oversized Items.** Oversized items such as cardboard boxes and other oversized items should only be placed in areas authorized by the Association. It may be the Resident's responsibility to remove these items from the Building and dispose of them.

**18.5 Construction Debris.** Contractors and other Service Providers shall not place any construction materials in the dumpsters.

**18.6 Recycling and Composting.** Pursuant to the requirements of the City of San Diego, the Association may adopt a recycling and composting program for the Community and each Occupant shall comply with the recycling and composting program. Recycling containers may be located in the trash areas. All recycling materials must be separated into the appropriate containers. If permitted by the City, the Association reserves the right to discontinue recycling and composting services for the Building at any time or to require recycling and composting to conform to procedures required to comply with any City requirements or requirements of any recycling or composting company handling the pickup of such recycled waste. Owners and Occupants further acknowledge that recycling and composting requirements may change from time to time to conform to requirements established by the City or other Governmental Agencies.

**18.7 Batteries and Electronic Equipment.** No batteries or electronic equipment of any type may be disposed of in the dumpsters. Batteries must be disposed of properly in accordance with Applicable Laws.

**18.8 Removal of Move-in/Move Out Debris.** Each Owner must remove or arrange with its moving company for the proper removal of all trash, debris, crates, boxes and other materials used in connection with a move or delivery as provided in the Move-In/Move-Out Procedures.

**18.9 Failure to Remove Debris.** If a Resident fails to remove the debris, any and all debris left by a Resident or his or her Invitees within the Association Property may be removed by Association Manager and the applicable Resident must pay for all costs associated with such removal. Such costs may be deducted from any deposit paid by the Resident.

**18.10 Using the Trash Chute.** The following are general rules that must be followed when using the Trash

Chute:

**18.10.1** Do not force the Trash Chute door shut. The door shuts automatically after opening.

**18.10.2** Keep all hands and fingers clear of the Trash Chute door to avoid injury.

**18.10.3** DO NOT allow any body parts to extend beyond the opening of the Trash Chute.

**18.10.4** All trash must be bagged securely in a sealed plastic bag before being deposited into the Trash Chute.

**18.10.5** No trash bags larger than seventeen (17) gallons may be deposited into the Trash Chute.

**18.10.6** Absolutely NO open containers containing liquids or other substances that can coat or stick to the interior of the Trash Chute are permitted without being first placed in a properly sealed plastic bag.

**18.10.7** No boxes may be deposited into the trash chute unless the box is small enough to fit in a normal size trash bag. As a rule of thumb, any box that must be broken down to fit through the trash chute must not be put into the trash chute.

**18.10.8** Residents may contact the Association Manager's office to arrange for oversized trash items to be picked up. A fee may be charged, in the discretion of the Board, for the removal of such trash, depending upon the type, amount and other considerations.

**18.10.9** No compacted trash bags may be deposited into the Trash Chute.

**18.10.10** No volatile, flammable or Hazardous Materials or any similar items contrary to Applicable Laws may be deposited into the Trash Chute or any other trash facility.

**18.10.11** No construction debris may be deposited into the Trash Chute.

**18.10.12** Any costs incurred by the Association as a result of damage to or clean-up of the Association Property and/or repair to the Trash Chute caused by the failure of a Resident or the Residential Owner's Lessee or Invitees to comply with these Association Rules will be charged to the applicable Resident.

**18.10.13** No batteries or electronic equipment of any type may be deposited into the Trash Chutes.

## **19. PROLONGED ABSENCES; PRECAUTIONARY MEASURES.**

If any Residential Condominium will be left unoccupied for any extended period of time, Residents are required to take the following precautionary measures.

**19.1 Keys.** Each Resident must provide a key to the Association for access to the Residential Unit for emergency purposes only. Emergency purpose includes any water intrusion, fire and life safety. The key on file with the Association may not be used to allow guests, vendors, etc. into the Residential Unit at any time.

**19.2 Water Intrusion.** Each Resident shall take all precautions deemed appropriate to prevent water leakage.

**19.3 Notify Residential Association Manager; Designate Local Contact.** Each Resident shall notify the Association Manager of (a) the length of the anticipated absence, and (b) the name and contact information of your local third-party designee whom you have authorized to check on the Residential Unit from time to time for any water leaks or other issues.

**19.4 Alarm Monitoring.** If the Residence is equipped with an alarm, inform the monitoring company of the length of time the as the Residence will remain unoccupied and provide the local contact information if such person is different than the contacts already provided to the monitoring company.

## **20. MAIL AND DELIVERIES.**

**20.1 Use of Mailboxes.** A key will be provided to each Residential Owner for his or her mailbox. Each Resident Owner is responsible to provide such key to its Lessees and is responsible for any costs of replacing the key.

### **20.2 Procedures for Package Pickup.**

**20.2.1 Large Quantities.** Residents shall not use the mailroom to receive large quantities of merchandise for commercial reasons.

**20.2.2 Packages.** Size limitations for items which will be accepted at the front desk of the Association are the same as the United States Post Office which are as follows: up to 108" combined measurements of length and girth of packages and up to 70 pounds in weight, excluding such specifications. Resident are obligated to make special arrangements for deliveries of any large packages or furniture or appliances, excluding such specifications. Residents will be obligated to execute the Policy for Acceptance of Packages and Envelopes set forth in the Forms section of this Residential Handbook as a condition to acceptance of the packages at the front desk.

**20.2.3 Package Delivery.** Residents shall be required to execute a Package Delivery Consent Form if Resident desires for building personnel to deliver packages delivered to the Building. Building personnel will not deliver packages directly to the Residence if the Association Manager determines that the package is too large or heavy to carry.

**20.2.4 No Liability for Conditions.** The Association assumes no responsibility for the condition of any package and reserves the right to discontinue accepting deliveries for any Resident abusing this service.

**20.2.5 Failure to Pick Up Packages.** Packages not picked up within seven (7) days of delivery will be sent back to sender unless the Resident to whom it is address has provided written authorization for packages to be held or deposited into his/her Residential Unit.

**20.2.6 Certified Mail.** Certified mail and mail sent "Cash on Delivery" to a Resident will not be accepted by the Association Manager or other attendant.

**20.2.7 Signatures.** Parcels or packages sent via delivery methods that require signature will be accepted so long as the Resident has authorized the Association Manager to sign for such parcel or package by completing the Policy for Acceptance of Packages/Envelopes. No bailment is created as a result of the acceptance of such packages by the attendant for the Association.

## **21. RESIDENTIAL AMENITIES.**

The term "Residential Amenities" has the meaning set forth in the Declaration.

### **21.1 Social Lounge.**

**21.1.1 Reservations.** Savina has a Social Lounge with a kitchen ("Social Lounge") that all Residential Owners may use. Arrangements to reserve the Social Lounge must be scheduled through the Association Manager along with a complete reservation form seven (7) days prior to the event. All Owners intending to use the Social Lounge must provide a guest list to the Association Manager or lobby attendant of persons to attend the event at the Social Lounge within twenty-four (24) hours of the event. Please contact the Association Manager for a reservation form. Reservations for the Social Lounge are taken on a first-come first-serve basis. A reservation is not confirmed until written confirmation is received.

**21.1.2 Reservation Eligibility.** The Social Lounge may only be reserved by individuals that are at least 21 years of age and are the Owner or Lessee of a Residential Unit. If the hosting Resident is a Lessee, proof of Resident status must be provided along with the application and the Owner must sign the application.

**21.1.3 Usage Fee.** A non-refundable fee will be required at the time the reservation is made. The fee helps offset general usage but may not be adequate to offset the cost of repairing damage caused by a specific party. Any such additional damage shall be assessed to the Resident responsible for the damage in accordance with the Declaration. The fee, which is non-refundable, is to cover costs associated with general usage but may not cover all of the costs of any repair or replacement that may be required if any damage is caused by a reserving Resident's event. The deposit will be returned minus any charges for damage, cleaning, vandalism or any other costs incurred by the Association as a result of the hosting Resident's use. If the costs incurred to repair damages is greater than the amount of the Deposit, the Resident shall be responsible for such costs.

**21.1.4 Security Deposit.** To ensure that the Social Lounge is returned in its original condition, security deposit in an amount determined by the Board will be required at the time of application. This deposit may be returned so long as no damage is sustained in conjunction with the use of the room. Any damage in excess of the deposit will be charged against the reserving Resident's account as a reimbursement assessment after any applicable hearing/fine procedures have been completed.

**21.1.5 Insurance.** The reserving Resident must provide the Association with a Certificate of Insurance naming the Association as an additional insured for the date and time of the function. This certificate is available through the Resident's insurance agent. It can be faxed or delivered to the Association Manager.

**21.1.6 Clean Up.** 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 Social Lounge. The reserving Resident is responsible for returning the Social Lounge 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). All damage or cleanup costs for failure to meet these requirements will be charged to the reserving Resident.

**21.1.7 Noise.** Please keep music and party noise to a volume which does not disturb Residents or other occupants at Savina. The Association Manager reserves the right to terminate any function due to excessive noise, abuse of the facility, violation of this contract or failure to adhere to this Savina Residential Handbook.

**21.1.8 Hours of Operation.** The hours of the Social Lounge will be posted by the Association.

**21.1.9 Good Standing.** Only those Residential Owners who are in current, good standing with the Association (i.e., not late in the payment of any Assessments, fines or other fees, and have no unresolved reported violations of the Association Governing Documents) or such Residential Owners' Lessees may reserve the Social Lounge.

**21.1.10 Additional Personnel.** Depending on the nature of the event, the Association may require security personnel or additional valet staff be hired. If deemed necessary, the hosting Resident will be responsible for all costs associated with the hiring of such additional staff. It is the Resident's responsibility to pay for the service of an extra attendant if you are expecting over 50 guests. These services will be billed at a direct pass through rate with a four-hour minimum and are subject to change. Upon request, the Association Manager will provide the current rates. Advance arrangements and payment through the Association Manager are necessary. A check for the extra attendant shall be made out to Savina Condominium Owners 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 will subject the reserving Resident to a fine to be determined by the Board.

**21.1.11 Inspections.** Each hosting Resident will be required to accompany an authorized representative of the Association to conduct a walk-through inspection before and after the scheduled event, at a time established by the Association Manager. Any determination of damage by such authorized representative will be final and the cost to repair such damage will be deducted from the deposit accordingly. In the event that the cost to repair damage exceeds the amount of the deposit, the hosting Resident will be charged the amount of such excess.

**21.1.12 Liability of Hosting Resident.** The hosting Resident is at all times liable for the conduct and actions of his or her guests, including, without limitation, any violations of the Association Governing Documents and all Applicable Laws. The Resident responsible for the function shall reimburse the Association for all costs for damages pertaining to violations of these rules in the Residential Handbook. The reserving Resident shall compensate the Association for any excessive costs for outside services, such as fire and/or police, levied against the Association as a result of actions of the reserving Resident and/or such Resident's guests use of the Social Lounge.

**21.1.13 No Liability of Association.** All persons attending an event in the Social Lounge do so at their own risk. Neither the Association nor any personnel of the Association will be responsible for any injury or liability arising out of a Resident's event. The Association Manager, the 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 Association or the Board of Directors.

**21.1.14 Capacity.** The Association will permit the number of guests allowed pursuant to the maximum occupancy set by the local fire authority. However, based on the type of event and activities proposed, the Board reserves the right to limit the number of guests for the event.

**21.1.15 Resident Attendance at Event.** The hosting Resident must be present for the entire duration of the event. Failure of this requirement will constitute forfeiture of their security deposit and immediate cancellation of the function.

**21.1.16 Restrictions on Animals.** Animals are not permitted at an event unless assisting a disabled person.



**21.1.17 No Use of Other Residential Amenities in Connection With Event.** 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 Social Lounge.

**21.1.18 Decorations.** No items or decorations may be attached to any portion of the walls or the floor surfaces. Only freestanding decorations are permitted. Confetti may not be used to decorate, staples on the walls are prohibited and rice or birdseed are not allowed to be thrown.

**21.1.19 Music and Other Noise.** Music and party noise must be kept to a reasonable volume at all times. Any request from any other Resident to lower volumes or abate other noises must be promptly observed. .

**21.1.20 Alcoholic Beverages.** The sale of alcoholic beverages is not permitted. No alcoholic beverages may be served by or to any person under the legal drinking age of twenty-one (21) years of age. The hosting Resident is responsible for costs, damages and liabilities arising out of any and all alcohol consumed in violation of any and all Applicable Laws, including, without limitation, any damage to property or personal injury and any fees or penalties imposed by law enforcement arising from alcoholic beverage consumption during the event.

**21.1.21 Parking.** 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.

**21.1.22 Minors.** 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.

**21.2 Furniture.** Furniture may be rearranged in any manner to accommodate the event, but upon termination of the event must be moved into its original position. Furniture may not be removed entirely from the area.

**21.3 Catering.** Any caterers or any other similar parties providing food service must provide the Association proof of commercial general liability insurance, including host liquor liability, or, if liquor is sold, liquor liability in an amount not less than Five Million Dollars (\$5,000,000) per occurrence or such lesser or greater amount as may be agreed upon in writing by the Association Manager depending upon the services provided and number of guests being served. Such insurance shall (i) name the Association and the Association Manager as additional insureds and evidence of such coverage shall be provided to the additional insureds at least seven (7) days in advance of the event, and (ii) contain a waiver of subrogation in favor of said additional insureds. Caterer and the hosting Resident shall be required to provide originals of fully executed liability waivers and indemnity or other documentation as required by the Board or Association Manager in connection with the execution of the catering agreement.

## **21.4 Fitness Room**

**21.4.1 Hours of Operation.** Hours of the fitness room will be posted by the Association.

**21.4.2 Cellular Phones and Electronic Devices.** Cellular phones, radios, cassette, CD or MP3 players must be battery operated and headsets must be worn.

**21.4.3 Children.** Children under the age of fourteen (14) may not use the fitness room unless accompanied by an adult. Children between the ages of fourteen (14) and eighteen (18) years must be accompanied by an adult at all times such children are in the fitness room.

**21.4.4 Wipe Down Equipment.** All equipment shall be wiped down after each use.

**21.4.5 Use of Equipment.** 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.

**21.4.6 No Storage.** Residents shall not store or place any personal equipment in the fitness room. Any items left in the fitness room unattended will be removed without notice or reimbursement to the Residential Owner.

**21.4.7 Glass Containers.** No glass containers or food items are allowed in the fitness room. Water and other liquids are permitted but must be in a plastic container.

**21.4.8 Use of Facilities.** All persons using the fitness room do so at their own risk. Neither the Association nor any Association personnel is liable for injury or harm caused to any person. The Association does not employ personal trainers.

**21.4.9 Pets.** Pets are prohibited in the fitness center.

**21.5 Personal Trainers.** All personal trainers coming to train a Resident in the fitness room must obtain prior approval from the Association Manager before commencing any training sessions and are subject to the following restrictions.

**21.5.1 Notice to Association Manager.** Residents must notify the Association Manager of the names of their respective personal trainers and their respective training schedules.

**21.5.2 Training Only For Residents.** Only Residents may be trained in the fitness room.

**21.5.3 Compliance With Association Governing Documents.** An Owner is responsible to ensure that all personal trainers comply with the terms of all the Association Governing Documents.

**21.5.4 Restrictions.** A personal trainer may be denied further access to the fitness room if the Association suspects the personal trainer of holding himself or herself out as in any way affiliated with the Community or if the personal trainer violates any terms of the Association Governing Documents.

## **22. POOL, SPA AND BARBECUE RULES**

**22.1** Pool and Spa hours: HOA will post hours (Subject to temporary closures for maintenance and repair).

**22.2** The Association is not liable, and does not assume any liability whatsoever, for injury, property damage or any kind of loss arising in connection with the use of the pool spa area. The pool, spa and recreation areas do not have a lifeguard on duty.

**22.3** Children under age 14 must be accompanied by a parent or responsible person at least 16 years of age in swimming attire. Children under 7 or less than 4 feet tall must be accompanied by a parent or responsible person in a swim suit, at all times including in the water, on the deck and in the restroom. While in the water, the parent or responsible person must remain within arms' reach of the child.

**22.4** The "buddy" system is recommended for all swimmers at all times. No one should swim alone.

**22.5** NO GLASSWARE OF ANY KIND IS ALLOWED IN THE POOL/SPA AREA.

**22.6** SMOKING IS NOT ALLOWED IN THE POOL/SPA AREA.

**22.7** Towels must be used and placed on all pool furniture for sanitary reasons as well as not to soil the furnishings. Any resident or guest, not using a towel will be asked to retrieve one from their residents.

**22.8** The use of the pool is expressly limited to Residential Owners, occupants, lessees and their invited guests. Each unit is limited to four (4) guest's total, at any given time. At no time shall any group monopolize the facilities.

**22.9** Guests on an extended stay (over 2 weeks) are considered members of the household and may use the facilities unaccompanied. Extended-stay guests must register with the Association and are subject to all community guidelines contained within the Rules & Regulations or posted in Common Area/Association Property and recreation areas. Other guests may use the facilities only when accompanied by the Residential Owner or lessee.

**22.10** All gates should be closed and locked to Common Area/Association Property at all times.

**22.11** The following activities are prohibited: running, pushing, horseplay, throwing balls, floating objects, loud noise, music (unless used with personal headphones); misuse of pool furniture and equipment, wheeled vehicles, animals (except service), and nudity.

**22.12** A parent or person responsible for a child is responsible for the child(s) play activities. Persons who are incontinent and children who are not toilet-trained must wear a swim-diaper or special swim-trunks, for containment purposes. Cloth or disposable diapers are not acceptable.

**22.13** Only flotation devices for small children (i.e. water wings) shall be permitted.

**22.14** Pets are not allowed in the pool/spa areas.

**22.15** Persons with contagious skin disorders, colds, coughs or communicable diseases are prohibited from pool and spa use due to the exposure and/or contamination to other individuals.

**22.16** Immoral, lewd or indecent conduct is prohibited in the pool, spa, and all other Common Area/Association Property including exclusive use common areas.

**22.17** The use of the cabanas are on a first come first serve basis. At no time may one household use more than one cabana at one time.

**22.18** The Association reserves the right to deny use of the pool, pool area and spa to anyone at any time.

**22.19** **Barbecues**. Barbecues have been installed in the podium level for the use and enjoyment of all Residents and their guests.

**22.19.1** **First Come First Served Basis**. The barbecues are available on a first-come, first-served basis for use by Residents and their guests. The Association may limit the number of guests.

**22.19.2** **Cleaning**. Please make sure the barbecues are turned off after each use and the area is clean of debris or personal items before leaving.

**22.19.3** **Glass Containers**. No glass containers are permitted in the barbecue areas.

# **SAVINA DESIGN GUIDELINES**

# **DESIGN GUIDELINES**

## **INTRODUCTION TO THE DESIGN GUIDELINES**

These Design Guidelines are designed with the goal of maintaining the aesthetic beauty, and preserving the safety, value and desirability of Savina. By adhering to these Design Guidelines, which include guidelines and standards for all improvements and sound and noise guidelines, all Owners will benefit from the beauty and enjoyment of Savina. These guidelines are in addition to the approvals required to be obtained from the Master Design Review Committee.

Prior to making any Improvements to your Residential Unit or any Exclusive Use Easement Area, you must first submit a complete Design Review Application to the Design Review Committee. After receiving written approval from the Design Review Committee and complying with applicable Governmental Agencies, you may install your Improvements, or undertake your approved action. Note, however, that any work undertaken at Savina must be in accordance with the Savina Residential Contractor Rules and Regulations contained in this Handbook, a copy of which you agree to sign and have signed by your Contractor prior to the commencement of work. Please review these Design Guidelines prior to completing your application form to ensure your submittal is complete. In the event of a conflict between these Design 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 Design Guidelines to insure a complete understanding of the submittal and review process. If at any time you have any questions regarding the review process, please contact the Association Manager.

## **PURPOSE**

These Design 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 Savina.

## **APPLICABILITY TO DECLARANT**

The limitations and/or requirements provided in these Design Guidelines do not apply to the Declarant and neither the Association, the Board nor the Design Review Committee shall have any rights of review or approval with respect to any Improvements made by the Declarant.

**PART I – SUBMITTAL REQUIREMENTS.****1. SUBMITTAL OF APPLICATION FOR DESIGN REVIEW APPROVAL**

**1.1 Submittal of Design Review Application.** Prior to the commencement of any addition, alteration, construction work or other Improvements, each Resident must first submit an application to the Association, or if appointed by the Association, the Design Review Committee for approval of such work in accordance with the procedures set forth below. References herein to the Design Review Committee refer to the Design Review Committee if appointed. If no Design Review Committee has been appointed, then references to the Design Review Committee mean the Association. The following is intended to describe some of the Improvements which require approval by the Design Review Committee. Even though a proposed Improvement may not be listed below, you should submit an application for your proposed Improvement, unless the Declaration or Design Guidelines specifically exempts that particular Improvement from design review. Design Review Committee approval is required for the following proposed Improvements to Residential Units:

**1.1.1 Interior Improvements to Residential Units.** All interior Improvements to your Residential Unit which impact or alter any part of the Building and any hard surface flooring require the approval of the Design Review Committee. No structural alterations to the interior of a Residential Unit or Association Property surrounding any Residential Unit shall be made and no plumbing, electrical or other work which would result in the penetration of the unfinished surfaces of the ceilings, walls or floors shall be performed by any Resident without the prior written consent of the Design Review Committee. For the purpose of these Design Guidelines, the term "Interior Improvements" shall include, without limitation:

- Flooring (tile, marble, granite, wood, etc.)
- Moving of non-bearing walls
- Window coverings including draperies, shutters, shades, etc.
- Security system
- Permanent fixtures
- Ceilings and columns
- Any other Improvement (including demising walls) which may impair or alter the structural integrity of the Building or the Residential Unit

**1.1.2 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 Design Review Committee.

**1.1.3 Exterior Changes or Additions.** Any changes or additions to the exterior of any Exclusive Use Balcony Area or Exclusive Use Deck Area including, without limitation, patio covers, windows, screens, sunshades, awnings, walls, doors, railings and gates, require approval by the Design Review Committee.

**1.1.4 Landscape Improvements in Balcony and Deck Areas.** All landscaping (including plants) within any Exclusive Use Balcony Area or Exclusive Use Deck Area requires the approval of the Design Review Committee.

**1.1.5 Entry Door Hardware.** Owners shall not remove or replace any hardware on any entry doors without the prior approval of the Design Review Committee.

**1.1.6 Balcony and Deck Furnishings.** The Design Review Committee has the right to review the types of balcony and terrace furnishings solely to confirm the furnishings are aesthetically harmonious with the Building.

**1.1.7 Electric Car Chargers.** Any modifications to an Individual Electric Car Charger shall be subject to approval of the Design Review Committee.

**1.2 Failure to Obtain Approval.** It is important that each Resident obtain the approvals of the Design Review Committee before making any alterations or improvements so that the Resident is not in violation of the Association 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.

**1.3 Combining Two Residential Units.** If an Owner desires to combine two (2) Residential Units, the Design Review Committee shall not unreasonably withhold approval of such request but may impose conditions to the alteration, modification or removal of divisions in walls or floors: The following conditions shall be presumed to be reasonable: (i) outside consultants consisting of both an architect and structural engineer licensed in the State of California have approved the Plans and Specifications for such Improvements, (ii) such Improvements do not adversely impact the structural integrity of the Community, do not contain any common utilities, and do not affect any other Residential Units, and (iii) the Plans and Specifications are otherwise in conformance with the requirements of the Declaration and these Design Guidelines. The Association may require an independent engineering peer review as a condition of combining two Residential Units. The Owner is responsible for payment of peer review fees associated with such modifications.

**1.4 Declarant Approvals.** In addition to the approvals by the Design Review Committee, any Improvements within an Owner's Residential Unit or the surrounding Association Property that impacts the structural integrity of the Building shall, for a period of ten (10) years after the date that a certificate of occupancy is issued for the last Residential Unit in the Community, require the prior written consent of the Declarant unless the Declarant has notified the Association, in writing, that it (i) waives its consent to the particular work of Improvement, or (ii) no longer desires to exercise such right of review and approval for any future works of Improvement.

## **2. DESIGN REVIEW PROCESS AND PROCEDURES**

**2.1 Application for Approval.** All applications for any Improvements requiring approval by the Design Review Committee must be submitted in writing ("Residential Work Application"), together with the items described below ("Submittal Package").

Send requests to:

Savina Condominium Owners Association  
Attention: Design Review Committee  
c/o The Association Manager  
1388 Kettner Blvd  
San Diego, CA 92101  
Phone: 619-255-1204

**2.2 Delivery of Submittal Package.** The Submittal Package and any resubmittals should be delivered in a manner where receipt for delivery can be obtained. This may include personal delivery, overnight courier or any method where the Association Manager acknowledges receipt of the Submittal Package in writing.

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

- Residential Work Application
- 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, only if you are an Owner 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 contractors exclusions and proof of valid workers compensation insurance)

- Permits and licenses, if applicable
- An Application Processing Fee in an amount established by the Design Review Committee on its fee schedule. Please obtain a copy of the fee schedule from the Association Manager.
- Names, addresses and phone numbers of all contractors and subcontractors who will work on the Community.

**The Design Review Committee will not be able to review your application unless all required plans, forms, fees and information for your proposed Improvement(s) are included in your Submittal Package.**

Plans and specifications for Improvements must be of sufficient completeness and clarity so that Design Review Committee will be able to make an informed decision with respect to the requested Improvements. Plans and specifications that are not of sufficient completeness or clarity, or that do not conform to applicable building codes will be rejected.

**2.4 Submittal Package for Patio or Roof Deck Furnishings and Window Coverings.** For any balcony or terrace furnishings and window coverings, the Owner shall submit one (1) copy of a picture showing the furnishings and/or samples of proposed fabrics and finishes.

**2.5 Additional Submittal Requirements For Hard-Surface Flooring.** Residential Owners installing or altering hard surface flooring must submit the following (in addition to meeting the above listed requirements) for any hard-surface flooring to the Design Review Committee:

**2.5.1** 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. Any proposed hard surface flooring shall have a minimum Impact Insulation Class rating of 60. Any proposed installation of carpet shall have a minimum Impact Insulation Class rating of 58.

**2.5.2** 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.

**2.5.3** A copy of the installation instructions from the acoustical floor underlayment manufacturer.

**2.5.4** The name, qualifications, and experience of the Service Provider 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.

**2.6 Wall, Ceiling and Curtain Attachments.** An Owner desiring to attach televisions or other fixtures to the walls or install curtains, chandeliers or pictures which penetrate through the drywall and require extra supports must obtain approval of the Association prior to the installation of such items detailing the location and the mounting techniques. No Application Fee is required unless the Association determines the installation does require further review and approval, in which case the Residential Owner may be required to submit an application fee and other documents required by the Association Manager. Regardless of whether approvals are required and/or obtained, Residential Owners remain liable for any damage to persons or property caused by any penetration of the drywall.

**2.7 Submittal Package Review Fees.**

**2.7.1 Application Processing Fee.** Each Owner must pay an application processing fee in an amount to be determined by the Board ("Application Processing Fee"). The Application Processing Fee shall be delivered to the Association Manager.

**2.7.2 Deposit.** In addition to the Application Processing Fee, the Owner must pay a deposit in an amount determined by the Design Review Committee to cover any damage to Association Property during the course of construction of any Improvements. Each Owner is solely liable for all damage caused by an Owner or any Service Provider of an Owner, including, but not limited to, all fines and surcharges levied against the Owner by the Design Review Committee. The Owner's liability shall not be limited by the amount of the deposit. If such costs of



repairs, fines or surcharges are not promptly paid by the Owner, then all work must cease until the deposit has been replenished to an amount determined by the Design Review Committee (not to exceed the maximum amount that has been set for deposits).

**2.7.3 Outside Consultant Fee.** The Board may also require an Owner to pay any fees, costs or expenses associated with the review and approval of the Owner's Plans and Specifications by an Outside Consultant or any costs associated with the review of the Plans and Specifications by an architect on the Design Review Committee, if any. Any structural improvements must be approved by a licensed architect, sound engineer and any other person reasonably required to evaluate the design.

**2.7.4 Additional Fees.** Additional fees may be imposed on Owners if determined necessary, based upon the complexity or scope of the Submittal Package and/or to retain consultants. If such fees are determined necessary, you will be notified by the Association Manager and you will be required to submit the additional fee(s) within ten (10) days of the request.

**2.8 Review of Application.** The Association Manager shall, upon behalf of the Design Review Committee, review the Submittal Package to ensure that it contains all of the information and fees required.

If the Submittal Package is complete, the Association Manager will forward the Submittal Package to the Design Review Committee. The Association Manager may determine and notify the Owner that, based upon the proposed Improvements or the complexity of the proposed Improvements, additional review fees will be required. The Submittal Package will not be submitted to the Design Review Committee 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 Design Review Committee. The Submittal Package may be deemed complete by the Owner unless the Owner is informed otherwise by the Association Manager, within ten (10) days after delivery to the Association Manager.

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

If an Owner's proposal is not approved, or returned as incomplete, a revised Submittal Package may be submitted. Provided the re-submittal is prompt, and does not constitute a substantially revised proposal, the Design Review Committee will attempt to review the re-submitted application within the initial sixty (60) day period. If the re-submittal is not prompt or includes substantially revised Plans and Specifications, an additional thirty (30) days may be required to complete the Design Review Committee's review.

**2.9 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. An Owner must notify the Design Review Committee within seven (7) business days of becoming aware of any delays in the start or completion dates provided in its Submittal Package by delivering written notice to the Association Manager. However, if any date(s) originally approved by the Design Review Committee are delayed by more than thirty (30) days, such Owner may be required to submit a new Submittal Package reflecting its revised date projections. If a new Submittal Package is required by the Design Review Committee, such Owner may be responsible for fees and deposits in connection with such new Submittal Package.

### **3. GENERAL GUIDELINES AND REQUIREMENTS RELATING TO WORK**

Approval by the Design Review Committee does not constitute waiver of the requirements of any Governmental Agencies. Architectural approval of plans does not constitute acceptance of any technical or engineering specifications, and the Association assumes no responsibility for such. The function of the Design Review Committee 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.

**3.1 Building Permits.** The Association shall have the right to require an Owner to provide building permits for certain Improvements or changes. The applicant shall obtain Design Review Committee approval of any Improvements requiring a building permit prior to requesting such permit from the City. Any required building permits must be obtained by the Owner, at such Owner's expense. The Association assumes no responsibility for failure to obtain building permits. Obtaining such permits does not waive the Owner's obligation to obtain Design Review Committee approval.

**3.2 Damage to Association Property.** An Owner shall be responsible for any damage to the Association Property caused by construction or of improvements by the Owner. All applicable charges for restoration will be charged back to the Owner by the Association and are due and payable within thirty (30) days from notification to the Owner.

**3.3 Effect of Approval.** Approval of plans is not authorization to proceed with Improvements on any property other than the Residential Unit owned by the applicant.

**3.4 Building Code Requirements.** It shall be the responsibility of the Resident to ensure that proposed modifications shall be consistent with applicable building code requirements. No Improvements will be permitted that could impair the structural integrity or mechanical systems of the Community, or lessen the support of any portion of the Community.

**3.5 Zoning.** All uses shall be in conformity with the zoning ordinances of the City.

**3.6 Structural Alterations.** No structural alterations to the interior of or any Residential Unit shall be made and no plumbing, electrical or other work which would result in the penetration of the unfinished surfaces of the ceilings, walls or floors shall be performed by any Owner without the prior written consent of the Design Review Committee.

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

**3.8 Concrete Walls or Slabs.** No Resident shall drill, penetrate or otherwise tamper with the concrete or other structural components of the Building including the Exclusive Use Balcony and Deck Areas.

#### **4. REQUIREMENTS FOR CONTRACTORS, SUBCONTRACTORS AND ANY OTHER WORK**

Prior to the commencement of any work requiring architectural approval, each Residential Owner shall provide its Contractor with the Savina Residential Contractor Rules and Regulations ("Contractor Rules and Regulations") which are attached to these Design Guidelines. A copy of the Contractor Rules and Regulations shall be signed by the Contractor and the Resident and provided to the Association Manager.

#### **5. COMPLIANCE WITH REQUIRED PROCEDURES**

If an alteration to a Residence is made without the approval by the Design Review Committee or any violation of the Design Guidelines occurs, the Design Review Committee may deliver written notice of violation to the Owner. The violation notice shall specify a time period for removal of the non-conforming Improvement which the Design Review Committee reasonably determines is necessary to remove the non-conforming Improvement. The Owner shall, upon receipt of the violation notice remove the non-conforming Improvement within the time period specified in the Violation notice or make an appeal to the Board in writing. If an Owner fails to file an appeal within fifteen (15) days of the receipt of the notice of violation, the Owner shall have waived any right to appeal.

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

request for a hearing, the Board shall schedule an appeal at a time and date to be determined by the Board. The appeal hearing shall be conducted in an informal manner and the Owner shall have the opportunity to present any information or evidence to have the fine excused or mitigated. The decision of the Board shall be final.

## **6. DISAPPROVAL BY THE DESIGN REVIEW COMMITTEE (APPEAL)**

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

## **7. INSPECTION AND CORRECTION OF WORK**

**7.1 Right of Inspection During Course of Construction.** The Association shall have the right of inspection during the course of construction as set forth in the Declaration and this Residential Handbook. The Association has the authority to stop all work if such work is not approved by the Association or is inconsistent with the approved plans.

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

**7.3 Inspection.** Within a reasonable period thereafter, the Design Review Committee, or its duly authorized representative, shall have the right to enter into a Residential Unit, as provided in Section 10.1 of the Declaration, to inspect such Improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved Plans and Specifications. If the Design Review Committee finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner in writing of such non-compliance specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance.

**PART II –DESIGN STANDARDS.**

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 Association Rules and the other Association Governing Documents.

**8. DRAINAGE**

There shall be no interference with the established drainage patterns. The installation of any tile or other flooring material on balconies or decks is strictly forbidden as it will interfere with proper drainage.

**9. LIGHTING (EXTERIOR)**

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

**10. WATER SUPPLY SYSTEMS**

No individual water supply, sewage disposal or water softener system shall be permitted in any Residential Unit.

**11. WINDOW COVERINGS AND TREATMENTS**

**11.1 Window Tinting.** Except for tinting that is part of the original construction of the building, window tinting is prohibited.

**11.2 Guidelines:**

**11.2.1 Acceptable Materials.** Window coverings may consist of draperies, shades, blinds or shutters. Aluminum foil or other similar material, bed sheets, paper, and the like may not be applied to windows, at any time. However, during initial sell out each original purchaser of a Residential Unit is allowed to place temporary coverings on windows for up to sixty (60) days after acquiring title to the Residential Unit. Temporary window coverings must be removed sixty (60) days after the close of escrow for a Residential Unit.

**11.2.2 Neutral Color.** The color of curtains, drapes, shutters, blinds, and other window materials subject to view from the exterior of a Residential Unit must be consistent with the color scheme of the exterior façade of the Project. Only window coverings and materials which are of neutral color harmonious with the exterior façade are allowed. As used herein, neutral means white, off-white or beige.

**11.2.3 No Bars.** Exterior wrought iron or metal bars are prohibited.

**11.2.4 Screen Doors.** Exterior screen doors must be approved by the Design Review Committee.

**11.2.5 Maintenance.** Each Residential Owner is responsible for the care and maintenance of its window coverings. Drapes, curtains, shutters, blinds, and all other window coverings must be kept in good condition. Each Residential Owner will be required to replace shabby and torn materials/coverings exposed to the exterior.

**12. BALCONIES AND DECKS**

**12.1 Outdoor Furniture and Balconies.** Balcony and terrace 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 Balcony Area or Exclusive Use Deck Area. 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 Balcony Area or Exclusive Use Deck Area.

**12.2 Plants.** Vegetation that extends beyond the railings, fences, walls and/or other boundaries of an Exclusive Use Patio Area or Balcony Area or Exclusive Use Deck is prohibited.

**12.3 Awnings, Etc.** Awnings, ornamental screens, and sunshades shall not be permitted on any structure or elsewhere within the Community except those that are installed in accordance with the original construction of the Building or as authorized or approved by the Design Review Committee.

### **13. BARBECUES**

Only electric barbecues may be installed or used within any Exclusive Use Balcony or Deck Area, subject to any rules and regulations set forth by the Declarant or the Board and any regulations set forth by the City of San Diego.

### **14. STRUCTURAL LOAD CHANGES**

The Building 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 Residential Unit that might increase such load of a Residential Unit's floor must be approved by a structural engineer and the Design Review Committee. These items include, without limitation, changes in flooring (e.g., installation of ceramic tile, marble, granite) and the placement of pool tables, pianos, potted plants or trees, and aquariums.

### **15. FLOORING**

**15.1 Submittal Requirements.** 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 Design Review Committee has been obtained. Any installation of hardwood or hard surface flooring must be approved by the Design Review Committee and must include a sound control underlayment system with an Impact Insulation Class rating of 60 or better for a hardwood floor installation and 58 or better for carpet installation. Installation of such sound control underlayment system shall include provisions for a perimeter insulation material which will ensure that impact noises are not transmitted into the Residential Units below the floor either directly through the floor or by going around the floor and through the surrounding walls.

#### **15.2 Guidelines.**

**15.2.1** Standard Terms and Conditions and impact insulation class will be approximately 58 for carpet and pad.

**15.2.2** Standard Terms and Conditions and impact insulation class will be a minimum of 60 for wood or tile.

**15.2.3** All floor areas within a Residential Unit shall be covered with materials designed to minimize noise transmission. The installation of carpet must also include the installation of padding if the Unit is situated on any floor above any other Residential Units or Association Property.

**15.2.4** Failure to ensure that flooring material and installation procedures adhere to these requirements may require removal at the Owner's expense.

### **16. SOUND AND VIBRATION ATTENUATION**

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

#### **16.1 Guidelines.**

**16.1.1 Penetrations.** No holes or other penetrations shall be made in demising walls (party walls or ceilings) without the prior approval of the Design Review Committee. Acoustical sealant shall be packed around all holes made by nails or screws when hanging items from the wall.

**16.1.2 Minor Impact Insulation.** No modifications shall be made to any Residential Unit which would result in a reduction in the minimum impact insulation class of the Residential Unit.

**16.1.3 Speakers.** 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. Loudspeakers for music reproduction, television and other audio visual devices may be supported from or recessed into ceilings provided that: (a) the back of the speaker recessed into a ceiling is sealed to substantially reduce sound transmission through the concrete deck separating the Residential Unit above; (b) such installation does not compromise the approved sound rating design of the ceiling systems between Residential Units; and (c) such installation has been approved by the Association.

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

**16.1.5 No Attachment.** No fixture or equipment that may cause vibrations, noise or other type of unreasonable annoyance or damage to Owners may be attached to the walls or ceilings of any Residential Unit. Devices such as ceiling-mounted music devices, televisions or surround sound systems, including, but not limited to, wall mounted speakers, flat screen televisions and other audiovisual devices, must be supported by proper wall mounts or floor stands or a proper acoustic platform that prevent such devices from coming in contact with a demising wall or floor surface. All such wall mounts must be installed in conformance with the Design Guidelines. The Association may impose conditions on such installations. Each Residential Owner acknowledges that it remains liable to the Association and other Owners as a result of any damage caused to the Association Property resulting from any penetrations by such Residential Owner or its Lessees or other Occupants.

## **17. SIGNS**

**17.1 Requirements.** No sign or advertising device shall be displayed on or in a Residential Unit which is visible from the exterior of the Condominium, except the following:

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

**17.1.2** Non-retail signs permitted by law; and

**17.1.3** Any other sign or display authorized by the Board or Design Review Committee.

## Savina Residential Contractor Rules and Regulations

These Residential Contractor Rules and Regulations ("Residential Contractor Rules") shall apply to any and all construction in or upon the Residential Units of Savina. All capitalized terms used in these Residential Contractor Rules shall have the meaning set forth in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of Savina (the "Declaration") and the other documents defined in the Declaration such as the Association Governing Documents. The term "Contractor" shall mean any general contractor, contractor or subcontractor performing construction work on any Residential Unit within the Community.

The purpose of these Residential Contractor Rules is to establish procedures which will insure that the Contractor shall at all times protect the Community from any damage, and shall minimize inconvenience to occupants and guests of the Community.

None of the Rules and Regulations contained herein is to be construed as relieving the Contractor from liability for any damages caused by the Contractor, or its agents or employees.

### **18. REGISTRATION OF WORK.**

All contractors, subcontractors or other persons who perform work on or within the Community, shall provide prior notice to the Association Manager. A representative of the Association Manager has the right to accompany the person or persons performing the work to the Residential Unit and take photographs of the condition of the Association Property prior to the commencement of the work and after the completion of the work.

### **19. CONSTRUCTION STANDARDS.**

Any and all work performed in or upon a Residential Unit shall be performed in a commercially workmanlike manner. The Association Manager has the right to refuse access to workers not behaving in a workmanlike manner.

The Association and the Association Manager reserve the right to refuse admittance to any architect, Contractor or any employee thereof who they reasonably feel cannot meet the requisite standard of workmanship, provide the requisite quality and grade of material required or meet the insurance requirements set forth below.

### **20. CERTIFICATES OF INSURANCE AND LICENSES.**

Prior to the commencement of construction, each Contractor shall provide proof of the insurance required below, a California State Contractor's License (if applicable) and a San Diego Business License (if applicable) to the Association Manager.

At a minimum, each contractor shall carry the following insurance:

- Commercial general liability policy with a combined single limit of \$1,000,000 and with a broad form endorsement to include premises, operations, independent contractors, completed operations, sudden and accidental pollution, and contractual liability.
- Worker's compensation/employer's liability insurance with broad form all states endorsement.

The above listed policies shall be endorsed to name any entities which the Association Manager advises must be named as Additional Insureds, which may include but shall not be limited to the following:

Savina Condominium Owners Association  
c/o Action Property Management  
1388 Kettner Blvd  
San Diego, CA 92101

**The Resident is required to check with the Association Manager to determine the parties required to be listed as Additional Insureds.**

All policies required by these Residential Contractor Rules shall provide that such insurance shall not be cancelled unless thirty (30) days' prior written notice of cancellation is given to the Additional Insureds (except that ten (10) days' prior written notice shall be sufficient in the case of cancellation for non-payment of premium). The Contractor or Owner shall provide the Additional Insureds with thirty (30) days' written notice of any material change in policy provisions of which such Owner or Contractor is aware.

**21. PERMITS.**

No work shall be performed upon any portion of the Community by any architect or Contractor of a Resident prior to obtaining the required permit(s) from the City and County of San Diego. Under no circumstances shall work be performed that is outside of the scope of the approved permits.

**22. REQUIRED DOCUMENTS AND NOTICES.**

Before construction may commence, the Association Manager must be supplied with the following:

- A final approved copy of the Submittal Package to the Design Review Committee.
- Current project schedule, including anticipated starting, milestone and completion dates.
- List of all subcontractors, including names, addresses and phone numbers.
- Copies of all permits.

**23. GENERAL REQUIREMENTS.**

**23.1 Conduct by Workers.** The Contractor and all persons engaged by the Contractor will conduct themselves in an appropriate manner and shall show respect toward Residents and other occupants of the Community. Workers are not allowed to bring their pets within the Community and will be denied entry if they have a pet with them. There is no smoking in the Association Property. Workers are prohibited from creating nuisance noise unrelated to the construction work. Personal radios are not allowed on the job site in any public areas or where they may be heard in any area outside the Residential Unit. Workers are also prohibited from eating meals or taking breaks in the Association Property, either inside or outside. All workers must wear shoes, pants or shorts and shirts with sleeves in the Community at all times. The Association or Association Manager shall reserve the right to refuse building access to any contractor who they determine is not conducting themselves or their respective work effort in a workmanlike manner.

**23.2 Working Hours.** Working hours for any improvements are limited to Monday through Friday, 8:00 a.m. to 5:00 p.m. No work is allowed on weekends or on the following holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Yom Kippur, Thanksgiving and Christmas Day. Workers may access the Community thirty (30) minutes before the applicable "Working Hours," but may not make any significant noise until "Working Hours" begin. Painting that does not disrupt others is not subject to the "Working Hours" limitation.

Reasonable efforts shall be taken to ensure that construction work minimizes disturbance and disruption, and avoids otherwise creating unfavorable working/living conditions to surrounding occupants.



**23.3 Damage.** Contractors shall take all precautions to protect the Community occupants and property, and to avoid any unnecessary inconveniences to the occupants. Damage to any property within the Community shall be reported to the Association Manager immediately. Any damage caused by contractors or subcontractors to any Association Property or Units is the Owner's responsibility. The Residential Owner will be held liable for the actions of his/her contractors, subcontractors and/or workers and the Residential Owner will be responsible for the cost of repair incurred by the Association.

**23.4 Protecting Floors and Walls.** When work is being performed, protective material must be placed in the Association Property to provide complete protection to existing floors and walls. The protective coverings must be removed by 6:00 P.M. each day on occupied floors. Where floors are completely unoccupied, protection may be left for the duration of the work.

**23.5 Minimizing Dirt, etc.** The front door of each Residential Unit must be kept closed during construction in order to contain dust, dirt, noise, paint fumes, etc. Workers must not allow ventilation of dust out through windows and doors.

**23.6 Equipment.** Contractors must use their own equipment. The use of Association electricity and Association tools and equipment is prohibited. Workers are also prohibited from using their equipment in the Parking Garage or other Association Property. The Association is not responsible for the disappearance of any tools, equipment or materials left in the Association Property.

**23.7 Elevators.** Whenever a Contractor intends to use the elevators, protective padding shall be installed on the elevator doorjamb, elevator cabs and other metal work as necessary and/or directed by the Association Manager. Roof hatches in the elevators may not be opened at any time. After using elevators, all Association Property is to be cleaned by the Contractor and left in the same condition as before commencing the work.

**23.8 Deliveries.** Deliveries to the Loading Dock need to be scheduled with the Association Manager. For all such deliveries, a form requesting access, to be supplied by the Association Manager, must be on file a minimum of two (2) days prior to the anticipated delivery date. Unannounced or undocumented deliveries at the Loading Dock may be refused at Contractor's expense. The Loading Dock shall be used for loading and unloading only. The Association and/or the Association Manager reserve the right to tow any vehicles not in compliance with this policy.

**23.9 Balconies and Decks.** No painting, cutting, washing, grinding etc. shall be permitted on balconies or decks.

**23.10 Protection of Association Property.** Contractors shall not store, stock or allow materials or debris to remain in any Association Property including the electrical/telephone rooms, ground floor lobby, Loading Dock, elevator lobbies, Exclusive Use Balcony, Exclusive Use Deck Areas and corridors. Work staging, prepping or storing items on the Exclusive Use Balcony or Exclusive Use Deck Areas is strictly prohibited. Walk-off mats are to be provided by the Contractor within the entrance of the construction area as well as other areas if required by the Association Manager. No hand trucks except those equipped with rubber tires and side guards shall be used within the Community. Contractors shall not park in the Parking Garage except in the space(s) designated for the Residential Unit that they are working on, with the Residential Unit Owner's permission. During construction, any activity necessary in the elevator lobbies and corridors shall be done in such manner as to minimize any inconvenience and hazard for the Community occupants. For example, power cords shall not lie loosely on the floor where they could prove to be a tripping hazard. Contractors may not keep entry/exit gates and doors to the Association Property propped open, even for very short periods of time. To ensure that the Association Property is not damaged the Association Manager will conduct periodic inspections with the Contractor(s).

Contractors may not use the Residential Amenities.

**23.11 Trash and Debris.** All construction trash and debris must be carried off-site on a daily basis. The trash receptacles in the Association Property may not be used for disposing of construction or installation debris. Contractors may use the trash dumpsters only with permission of the Association Manager, and will be charged a fee for placing construction materials in the dumpster.

**23.12 Disposal of Toxics.** Contractors shall not discharge into the Community's sewer system or storm drain, any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety,

welfare, violate any law, subject the Association or any other Owner to liability under state and federal law for any clean-up or cause injury or damage to neighboring property or business elsewhere within the Community.

**23.13 Electrical and Plumbing.** All electrical and plumbing work must be performed by a contractor licensed in the State of California, and in accordance with approved Plans and Specifications. All plumbing must be properly insulated for sound and must be isolated from walls, studs, joists, ceilings and flooring. Electrical Contractors must label all circuits in the panels in a clear and legible manner. Telephone vendors are responsible for any damage to the ceiling and are responsible to properly close the ceiling that was opened for their installation/work.

**23.14 Utility Shutdowns.** Any plan to temporarily disconnect for any reason a Residential Unit's utilities must occur on a date coordinated with the Association Manager at least one week prior to the proposed date for interruption of utility service. The most common utility disruption relates to the domestic water service and the relocation of a life safety component such as sprinkler head or emergency strobe light. In the event the scope of work requires multiple water shutdowns the Association will require that the plumber install an individual isolation shutdown valve in your Unit to mitigate the adverse impact on the quality of life for other Residents. In the case of a disruption in service to the life safety system the entire building would be impacted and notification from the Association Manager to all residents would be required. In all cases of a disruption in service the Owner will be required to obtain the approval of the Association Manager and schedule the event with the Association Manager. If any Association Management staff is used, the Owner must pay all expenses (including overtime) when using such services.

**23.15 Fire Safety Devices.** Permanent smoke detectors, sprinklers, security speakers or fire safety devices anywhere in or about a Residential Unit or the Association Property shall not be removed. All Contractors must take industry-standard precautions for work around or affecting smoke detectors, sprinklers, security speakers or fire safety devices. A fine in an amount to be determined by the Board will be charged for each smoke detector or fire sprinkler damaged. Arrangement with the Association Manager needs to be made in order to cover and protect smoke detectors or sprinklers located in the Residential Unit or the Association Property. Any covering used to protect the smoke detectors, sprinklers, security speakers or fire safety devices must be removed at the end of each day. A fine in an amount to be determined by the Board will be charged for each such device left covered overnight. Fire exits may not be blocked at any time.

**23.16 Stopping Work.** The Association or Association Manager has the right to stop any work that is in violation of the Association Governing Documents, creates a fire or safety hazard, or interferes with activities in the Association Property.

**23.17 Owner Responsibility.** Each Owner is responsible for any violations by a Resident's Contractor of the Association Rules and Design Guidelines set forth in this Residential Handbook, these Residential Contractor Rules and the Association Governing Documents.

**Read and Agreed:**

Unit Number: \_\_\_\_\_

Owner or Occupant: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mobile Number: \_\_\_\_\_

Date: \_\_\_\_\_

# **SAVINA PROCEDURES**

# **SAVINA RESIDENTIAL MOVING AND DELIVERY PROCEDURES**

**MOVE-IN/MOVE-OUT AND DELIVERY PROCEDURES.**

1. **Prior to Your Move.** TO INSURE PROPER SCHEDULING AND AVAILABILITY OF THE MOVE-IN ELEVATOR DESIGNATED FOR YOUR MOVE PLEASE CONTACT THE ASSOCIATION MANAGER AT LEAST ONE (1) WEEK PRIOR TO YOUR MOVE-IN/MOVE-OUT TO RESERVE A TIME(S) FOR YOUR MOVE-IN/MOVE-OUT. At that time you should review any questions that you might have regarding these moving procedures. You must also submit a Move-In/Move-Out Agreement located in the Forms Section of this Residential Handbook prior to your move.

2. **Moving Fee, Deposit and Scheduling.** Each Owner must schedule his or her move-in date. For the initial conveyance of Residential Units by Declarant, there will be no move-in charge. For any resale or rentals, at the time you schedule your move, you must sign the Move-In/Move-Out Agreement stating that you understand that a NON-REFUNDABLE FEE AND A DEPOSIT (which will be refunded to the extent there is no damage caused to the Building) must be delivered to the Association Manager five (5) business days prior to the move. The amount of such fees and deposits will be determined by the Board from time to time. The moving fee is non-refundable and will cover the Association's administrative costs related to your move. The deposit is applicable to all damage, repair, cleaning, losses or other liabilities and charges incurred as a result of the move. Additionally, you accept total responsibility for the cost of any damage, repair, cleaning, losses or other liabilities that may exceed the amount of the deposit. If an Owner leases his or her Residential Unit and his or her Lessee moves out, the Residential Owner will be responsible for paying the fee and the deposit for the move-out and another fee and another deposit for the new tenant moving-in. If there is no damage, the deposit will be returned to the Residential Owner within thirty (30) days of the move as the Association will need to issue a new check.

The Association will have the ability to hire a security officer to be stationed at the Building entrance during the move if the Association determines this is necessary. The cost associated with the security officer for this specific purpose will be borne by the Resident moving in or out.

A CHARGE IN AN AMOUNT TO BE DETERMINED BY THE BOARD WILL BE LEVIED IF A MOVER, OWNER OR RESIDENT ATTEMPTS TO BEGIN A MOVE IN/MOVE-OUT WITHOUT A PRIOR RESERVATION AND SUCH MOVE WILL NOT BE PERMITTED TO PROCEED.

3. **Times You May Move.** Moves may be conducted between 8:00 a.m. to 5:00 p.m. Monday through Saturday, except for the following: Sundays, New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Day after Thanksgiving, Yom Kippur and Christmas Day. An appointment to schedule a move-in or move-out of the building must be made seven (7) working days in advance of the move to insure access to the elevator within a specific timeframe and day. Please call the Association Manager to schedule moves and deliveries. Unscheduled moves will not be allowed to use the elevators.

4. **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 Loading Dock within the Community. As certain areas must be kept free of parked vehicles it is essential that the arrival time and size of moving vans be confirmed with the Association Manager. If you have any questions or concerns about the size of the vehicle you intend to use, please discuss this matter with the Association Manager PRIOR to the day of your move. If your moving truck will be parked on the public street it is your responsibility to obtain the necessary approvals or permits from the City of San Diego. The Association is not responsible for any parking violations by any Occupant or their moving company. A designated path of travel within the Community for the moving company will be available from the Association Manager.

5. **Your Moving Company.** Please choose your moving company carefully. Each Residential Owner and Lessee is fully responsible for any damage done to the Association Property during a move. Because of this liability, all moving companies obtained by a Residential Owner or Lessee must carry their own insurance to cover such damage. A Residential Owner or Lessee must deliver a current certificate of liability and workers' compensation insurance, naming the Association as an additional insured, to the Association Manager at least two (2) days before your scheduled move. No moving company will be permitted entry into the Community without first providing such certificate of insurance. If you plan to move from out-of-state, please either use a destination (local) agent for the company or instruct the driver to call the Association Manager a minimum of seven (7) calendar days in advance to coordinate the time of arrival and to insure availability of the designated elevator.

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

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

- THE MOVING COMPANY MUST PROVIDE PROTECTIVE COVERING FOR THE ELEVATOR CAB WALLS DURING THE MOVING PROCESS. IT IS THE MOVER'S RESPONSIBILITY TO INSURE THAT THESE ARE IN PLACE PRIOR TO BEGINNING THE MOVE. IN THE ABSENCE OF PROTECTIVE COVERINGS, ALL ITEMS MUST BE WRAPPED IN MOVING BLANKETS.
- NO MOVES WILL BE PERMITTED IF THE PROTECTIVE COVERINGS ARE NOT FULLY IN PLACE.
- THE RESIDENTIAL OWNER IS RESPONSIBLE FOR ALL COSTS FOR REPAIRS NECESSITATED BY THE MOVE.
- THE ELEVATOR DIMENSIONS ARE APPROXIMATELY: 5'5" x 6'8" x 9'0" High
- FRONT DOOR DIMENSIONS ARE APPROXIMATELY: 5'8" Wide x 8'0" High

Please provide the moving company with a copy of the Memo To Moving Company Personnel, a copy of which is attached, so that they have a clear understanding of the moving requirements.

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

6. **After Your Move.** At the end of the move, the Association Property must be cleared of all debris. All trash and debris must be carried off-site on a daily basis by you or your moving company. Please contact the Association Manager for further details. Any Owner who disregards this regulation by leaving packing materials and boxes in the Association Property will be required to cover the cost of having a contractor remove this nuisance and fire hazard.

**MEMORANDUM TO MOVING COMPANY**

**TO: MOVING COMPANY PERSONNEL**

**FROM: SAVINA CONDOMINIUM OWNERS ASSOCIATION**

**SUBJECT: MOVE-IN POLICIES OF SAVINA**

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

In order to make the move go smoothly for the moving company, please make note of the following policies. If you have any questions about these policies, please contact the Association Manager prior to the move.

1. Prior to any Move-In, you 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 and Association Manager as an additional insured in the Certificate Holder box at the bottom of the insurance form.

Please fax or email the certificate to the Association Manager and deliver an original by U.S. Mail or overnight national courier.

2. A representative of the Association may walk with your representative from the point of entry to the Building, to the elevator and to the Residential Owner's Unit. During this initial walkthrough, any existing damage may be noted on a checklist and signed by your representative and the Association's representative.

3. The elevator key will allow you to hold the elevator at point of entry and on your customers' floor in order to minimize the time necessary to accomplish the move. No furniture, boxes, etc., are to be left in the Association Property.

4. Ceilings may not be removed from the elevator. The elevator dimensions are approximately 5'5" x 6'8" x 9'0" High. Front door dimensions are approximately 5'8" x 8'0" High.

5. It is your responsibility 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 your responsibility to provide masonite sheets to protect the flooring between the truck and the elevator and between the elevator and the Residential 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 has no obligation to make its own equipment available to you.

8. Moves are scheduled from 8:00 am to 5:00 pm, Monday through Saturday ONLY. No moves are allowed on the following days/holidays: Sundays, New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Day after Thanksgiving, Yom Kippur and Christmas Day.

9. When the move is completed, the walkthrough inspection may be repeated and any new damage noted at that time and acknowledged by the signatures of your representative and the Association Manager. Your

representative's refusal to sign the walk-through inspection does not relieve the moving company of responsibility for any damage incurred.

10. Should you disregard any of the above policies, the moving company may not be allowed future access to the Building.



**MOVING PROCEDURES ACKNOWLEDGMENT FORM**

I have read, understand and agreed to fully comply with the Move-In/Move-Out Policies of Savina. Without limiting the foregoing, I agree that the moving company specified below will (a) be required to register with the Association Manager and provide certificates of insurance prior to any Move-In or Move-Out, (b) park in the Loading Dock (c) be required to return any keys provided by the Association Manager or Residential Owner, and (d) be responsible for any damage caused to the Savina Community as a result of the move. I further acknowledge that the Association Manager may (but should have no obligation to) take photographs before and after the move to document the property condition before and after the move.

This form is to be signed by an authorized representative of the moving company and returned to the Association Manager prior to any move-in or move-out.

Unit Number: \_\_\_\_\_

Owner or Occupant: \_\_\_\_\_

Name of Moving Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mobile Number: \_\_\_\_\_

Date: \_\_\_\_\_

# **SAVINA**

## **ENFORCEMENT PROCEDURES**

## ENFORCEMENT OF ASSOCIATION GOVERNING DOCUMENTS

The Association has the responsibility and right to enforce compliance with the Association Rules and Design Guidelines set forth in this Residential Handbook and the terms of any other Association Governing Document. Depending upon the severity and frequency of the violation and the violator, the choice of enforcement procedure(s) and/or the enforcement remedy utilized may vary.

All Residential Owners will be liable to the Association for violations of the Association Rules and/or the terms of the Association Governing Documents and for any damage to the Association Property by them, or their respective Lessees and Invitees. Owners must take all necessary actions to ensure such Persons comply with the rules and regulations set forth in the Association Rules with respect to the use of any of portion of the Association Property.

If any Resident or Resident's Invitees damages or fails to comply with the Association Governing Documents, the Association shall have no obligation to pursue other available remedies against such Person(s) before seeking reimbursement from the applicable Residential Owner for the costs of repairing the damage. The Residential Owner remains primarily liable for the actions of its Lessees, Invitees and Service Providers. The Enforcement Procedures set forth below will apply to any violations of the Association Governing Documents including the Association Rules and Design Guidelines.

Any Owner may report violations to the Association by submitting a written notice to the Association Manager describing the violation in detail. Similar notices will not be accepted from a Lessee. Except for emergency situations, any Lessee who wishes to report a violation must coordinate such violation notice(s) through the Owner of its leased Residential Unit.

Once the Association receives a written violation, the enforcement process may be started against the alleged violating Residential Owner and Resident, as set forth below. However, nothing in this Section shall obligate or require the Board, or any authorized committee to take any such action. Residential Owners are responsible for the conduct of their family members, Lessees, guests, invitees and Service Providers.

### 1. ENFORCEMENT ACTIONS

#### 1.1 Notice and Hearing. At the time a violation is reported, action may be taken as set forth below.

**1.1.1 First Notice.** The Association Manager will verify the accuracy of the complaint. If deemed valid, the Association Manager will provide a written notice to the violating Owner or the Association ("First Notice"). The First Notice will contain a description of the violation, provide the required corrective action and a timeframe in which the corrective action must be taken. The First Notice will also include instructions regarding responses to the violation notice. If an allegation concerns a Lessee, the First Notice will be addressed to the applicable Residential Owner or Association and a copy will be sent to the Lessee. Unless otherwise determined by the Board, all further communications and/or correspondence concerning corrective actions, hearings, applicable charges or fines will be addressed to the applicable Residential Owner or Association only. However, the Association shall have the right, but not the obligation, to deal directly with a Lessee and may send communications to both a Residential Owner and Lessee as it deems appropriate. It is the Owner's responsibility to ensure that its Lessees comply with any corrective actions required by the Association.

**1.1.2 Second Notice.** If the violation continues or is repeated after the First Notice, a second written notice will be sent, requesting the Residential Owner appear before the Board ("Notice of Hearing"). The Notice of Hearing will be delivered to the applicable Residential Owner no less than ten (10) days prior to the date of the hearing. The notice will include the date, time and location of the hearing and the nature of the alleged violation. A Residential Owner will be provided an opportunity to address the Association at the hearing. For any allegation of a continuing violation against a Lessee, the applicable Residential Owner must appear on behalf of its Lessee. The accused Lessee may attend the hearing; however, such Lessee may not speak or address the Association unless the Association asks the Lessee to answer specific questions.

**1.1.3 Hearing.** At the hearing, the Association will allow the Residential Owner to present evidence and testimony as is reasonable under the circumstances. The Association may ask questions of any person present at the hearing providing evidence.

After the hearing, the Association will deliberate and vote in executive session. The Residential Owner will be notified in writing of the Association's decision within fifteen (15) business days of the hearing.

If the Association concludes that the alleged violation occurred, the Association may impose monetary fines, temporarily suspend voting privileges or take any other disciplinary action permitted under the Association Governing Documents.

**1.1.4 Legal Counsel.** If deemed necessary, the Association may also concurrently refer the matter to the Association's legal counsel for further action. If a lawsuit is filed to correct a violation, the Owner may be liable for the Association's legal costs and fees.

**1.2 Enforcement Assessments.** The Association may, after Notice and Hearing as described above, impose an assessment to reimburse the Association for costs of repairing damage to the Association Property maintained by the Association or to reimburse the Association for costs incurred in bringing the Owner's Residential Unit into compliance with the Association Governing Documents, including, without limitation, legal fees.

**1.3 Suspension of Member Privileges.** The Association may suspend a Residential Owner's voting rights or rights to use the Residential Amenities following Notice and Hearing.

**1.4 Internal Dispute Resolution.** If the violation continues, the Association may invite the Residential Owner to participate in internal dispute resolution pursuant to California Civil Code Section 5900.

**1.5 Alternative Dispute Resolution.** If the violation continues, the Association may request that a dispute be resolved through alternative dispute resolution procedures pursuant to Civil Code Section 5925. Any costs incurred for the mediator or arbitrator are to be split among the parties unless otherwise determined by the mediator or arbitrator.

**1.6 Legal Action.** The Association may proceed with legal action to compel compliance with the Association Governing Documents. The prevailing party of any dispute is entitled to recovery of its attorneys' fees and costs.

**1.7 Right of Entry.** Notwithstanding the foregoing, the Association or its authorized representative may undertake any appropriate corrective or legal action without providing a Notice and Hearing under circumstances involving conduct that constitutes (a) an immediate and unreasonable infringement of, or threat to, the safety, security or quiet enjoyment of Residential Owners, other Occupants and/or Association or Building personnel; (b) a traffic or fire hazard; or (c) a threat of material damage to or destruction of the Association Property. Accordingly, the Association Manager and other Association or Building personnel have the right to enter any Residential Unit to address such circumstances and such person(s) entering will not be liable to the Resident or other Occupants for any acts of trespass or any damage that could not be avoided. Additionally, depending on the severity and urgency of the circumstances, the Association may immediately take any appropriate legal action, such as obtaining a temporary restraining order, or exercise any other applicable legal remedy.

## **2. FINE SCHEDULE**

If the Association (or the Association Manager) concludes that a violation of the Association Governing Documents has occurred, the Association may impose fines. The fine schedule for violations will be established by the Association and is subject to change from time to time. A copy of the fine schedule will be distributed to each Residential Owner at the address listed in the Association's records. The Association may enforce the collection of any fines or other charges through Assessments or any legal action that is available to the Association as permitted under the Association Governing Documents and/or Applicable Laws, and as deemed appropriate by the Association. Payment of an Assessment or fine or expiration of a suspension period does not eliminate the Resident's obligation to correct the violation.

**3. FEE SCHEDULE**

A fee schedule as adopted by the Association Board may be amended from time to time. The initial fee schedule is attached. The current fee schedule will be available at the Association Manager's office. If and when the fee schedule is revised, a new fee schedule will be mailed to all Residential Owners at the address listed in the Association's records.

**4. OTHER REMEDIES**

The Association may take any other actions or a combination of actions, as permitted under the Association Governing Documents and/or Applicable Laws.

## ASSOCIATION FINE SCHEDULE

REASONABLE FINES FOR FIRST TIME VIOLATIONS WILL BE LEVIED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE AND AT THE DISCRETION OF THE BOARD BASED ON THE NATURE, FREQUENCY, DURATION AND/OR SEVERITY OF THE ALLEGED OFFENSE:

Hazardous Activities (Risk of harm to person or property).....\$100.00 - \$5,000.00

Use Restrictions.....\$100.00 - \$3,000.00

Vehicle and Parking Restrictions.....\$100.00 - \$ 500.00

Unauthorized Improvements to Property.....\$100.00 - \$5,000.00

Any other violation of the Association Governing Documents not specifically mentioned herein...\$100.00 - \$5,000.00

Any fines are in addition to any other amounts payable to the Association for costs of repairing damage or reimbursing the Association for other expenses that the Association may incur under the Association Governing Documents.

## **ASSOCIATION FEE SCHEDULE**

1.	Design Review application processing fee	\$250.00 - \$500.00
2.	Move Fee	\$225.00
3.	Move in deposit	\$500.00
4.	Unreserved moves	\$1,000.00
5.	Key fob replacement	\$50.00
6.	Garage fob Replacement	\$75.00
7.	Social Lounge Rental Fee	\$100.00
8.	Social Lounge Deposit Fee	\$500.00
9.	Additional Staff for events over 10 guests	\$85.00/hr.

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

Any fees are in addition to any other amounts payable to the Association for costs of repairing damage or reimbursing the Association for other expenses which the Association may incur under the Association Governing Documents.

# **SAVINA ELECTION PROCEDURES**



# ELECTION PROCEDURES

## Election Rules for Savina Condominium Owners Association

These Election Rules for Savina Condominium Owners Association ("Association") are adopted by the Board of Directors of the Association ("Board") pursuant to California Civil Code Sections 5100, 5105, 5110, 5115, 5120, 5125, 5130, 5135, and 5145 and shall govern all Association elections described in California Civil Code Section 5100(a) and 5115(a) - (c).

### 1. Equal Access to Association Media.

**1.1** If, during a campaign, any candidate or Association member ("Member") advocating a point of view is provided access to Association media, newsletters, Internet Web sites or other communication media owned or entirely run by and for the Association, for a purpose that is reasonably related to that election, all candidates and Members, including those not endorsed by the Board shall have equal access to such media, newsletters, Internet Web sites or other communication media for purposes that are reasonably related to the election. The Association shall not edit or redact any content from such communications (except to the extent such content violates any applicable state, federal or local laws) but may include a statement specifying that the candidate or Member, and not the Association, is responsible for the content of such communication.

**1.2** All candidates (including those candidates who are not incumbents) and all Members advocating a point of view (including those not endorsed by the Board) shall have access to the common meeting area, if any, at no cost, for purposes reasonably related to the election.

### 2. Qualifications and Procedures for Nomination of Candidates.

**2.1** A Member or for a Member that is a business entity rather than a natural person, a representative of such member that is a natural person ("Representative"), is eligible to be nominated or to nominate himself or herself for a position on the Board if: (i) the Member's Residential Unit is not subject to a notice of delinquent assessment that, as of the date of nomination, has been of record for thirty (30) or more calendar days; (ii) the Member has paid the Association's regular monthly assessment levied against such Member's Residential Unit for the month following close of the escrow for the Member's acquisition of its Condominium; (iii) the escrow by which such Member acquired its Residential Unit closed at least sixty (60) calendar days prior to the date on which the first ballot is mailed or solicited from Members for voting purposes; (iv) the Member or Representative is at least eighteen (18) years old.

**2.2** All Members eligible to vote in the forthcoming election are eligible to nominate another eligible Member as a candidate for the Board or to nominate himself, herself or its Representative as a candidate for the Board.

**2.3** Provided that a Member or its Representative seeking candidacy for a position on the Board satisfies the eligibility requirements set forth in Section 2.1 above, such Member or Representative may be nominated or nominate himself, herself or its Representative by the following procedures:

**2.3.1** Nominations for Board candidates must be submitted in writing and mailed to the Association secretary or management company (whichever the Board decides) not less than thirty (30) calendar days prior to the mailing or distribution of ballots for the election of new Board members. Members shall not be prohibited from nominating themselves for any Board position, and any attempt to prevent a Member's self-nomination shall be invalid.

**2.3.2** After collecting all properly submitted nominations, the current Board shall issue a list of the prospective candidates, having confirmed that each nominated person is eligible under Section 2.1, and contact each of the qualified candidates on that list to confirm the person's acceptance of the nomination.

**2.3.3** The Board shall issue a full list of confirmed candidates and shall cause a corresponding ballot to be prepared for distribution to all Association Members. Such ballots must satisfy the requirements set forth in Section 3 below.

**3. Selection of Inspectors; Duties of Inspector.**

**3.1** The current Board shall select either one (1) or three (3) independent third parties to serve as the inspector(s) of the election (whether one or three, the "Inspector") not less than fifty (50) calendar days prior to the voting deadline. The Association's Manager is hereby authorized to serve as an Inspector; however, the Board is not required to select the Association's Manager.

**3.2** As provided in California Civil Code Section 5110 "independent third parties" include the following: (i) a volunteer poll worker working for the county registrar of voters; (ii) a licensee of the California Board of Accountancy; (iii) a Notary Public; or (iv) an Association Member that does not hold a position on the current Board, is not related to a member of the current Board, and is not a candidate for the forthcoming election for which such Member would serve as an Inspector. An independent third party may not be a person, business entity or subdivision of a business entity who is currently employed or under contract to the Association for any compensable services unless expressly authorized by these rules.

**3.3** The Inspector shall have the responsibilities described in California Civil Code Section 5110.

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

**4. Secret Ballot and Voting.**

**4.1** Not less than thirty (30) calendar days prior to the voting deadline for the election, the Association shall send (or cause to be sent) to each Member who is eligible to vote a ballot and two (2) pre-addressed envelopes. Ballots must not identify the voter's name, address or unit number.

**4.2** The ballot itself must not be signed by the voter. It must be inserted into a sealed envelope. That sealed envelope must then be sealed within a second (2nd), outer envelope. The outer envelope shall have, in its upper left-hand corner, space for the voter to print and sign his or her name, and print his or her address.

**4.3** The outer envelope must be pre-addressed to the Inspector (defined below). Members may cast their ballots by any one of the following methods:

**4.3.1** Members may mail their ballots to the location designated by the Inspector; provided that any ballot so mailed is received prior to the time set by the Inspector for closing of the polls, in which case any Member may request a receipt for delivery; or

**4.3.2** Members may deliver their ballots (or have their ballots delivered) to the location designated by the Inspector no later than two (2) business days before the date set for tabulation of votes; or

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

**4.4** Once received by the Inspector, a ballot is irrevocable.

**4.5** No ballots shall be accepted, by mail or otherwise, after the date and time set by the Inspector for closing of the polls. Any ballots received after the polls have closed shall be discarded and will not be counted by the Inspector. A Member whose ballot has been discarded will not be entitled to notification of such action and shall not have the right to cast another vote in the present election. Such discarded ballots shall not be counted in any subsequent recount or challenge to the election procedures.

**5. Eligibility and Vesting of Voting Rights.**

**5.1** A Member is eligible to vote if: (a) the Member's voting rights have not been suspended pursuant to the Declaration or the Association Governing Documents; (b) the Member has paid the assessments levied against such Member's Residential Unit for the month immediately following the month in which the Member acquired title to the Residential Unit; (c) the Member closed escrow on his, her or its Residential Unit on or before the "record date" for

voting, being not less than sixty (60) calendar days prior to the date on which the ballots are mailed to or solicited from Members for voting purposes; (d) the Member is at least eighteen (18) years old.

**5.2** The number and vesting of voting rights attributable to any given Residential Unit shall be as provided in the Declaration

**6. Proxies.**

**6.1** Any Member of the Association eligible to vote may authorize another person to act by proxy, pursuant to the Bylaws. The Association will not prepare or mail proxies to Members.

**6.2** A proxy will be accepted for quorum purposes only pursuant to the Bylaws, and only if the proxy is determined by the Inspector to meet the requirements of the Bylaws, these procedures and applicable statutory law.

**6.3** All proxies received by mail prior to the election shall be held by the Inspector and shall be brought to the meeting for validation and registration at the meeting. The Inspector shall determine the authenticity, validity and effect of proxies. If two proxies are received by the Inspector for the same Residential Unit and one is dated and one is undated, the dated proxy prevails. If two dated proxies are received by the Inspector for the same Residential Unit, the most currently dated proxy prevails. If a proxy and a ballot are received by the Inspector for the same Residential Unit, the proxy shall be deemed revoked and the ballot shall prevail.

**6.4** Any instruction given in a proxy that directs the manner in which the proxy is to cast the vote shall be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain. The proxy holder shall cast the vote by secret ballot, in the manner prescribed in these procedures.

**7. Voting Procedures and Custody.**

**7.1** All votes shall be counted and tabulated by the Inspector in public at a properly noticed open meeting of the Board and/or Members. Any candidate or Member may witness the counting and tabulation of the votes. No person, including, but not limited to, Members and employees of the management company, if one has been selected, shall open or otherwise review any ballot prior to the time the ballots are counted and tabulated by the Inspector.

**7.2** The results of the election, as tabulated by the Inspector(s), shall be promptly reported to the current Board and shall be recorded in the minutes of the next meeting of the Board, and shall be made available for review of Members. The Board shall publicize the results of the election in a communication directed to all Members, within fifteen (15) days of the date the final tabulation of votes has occurred.

**7.3** The sealed ballots shall at all times be in the custody and control of the Inspector, or at such location designated by the Inspector, until after the final tabulation of votes and expiration of the time allowed by California Corporations Code Section 7527 for challenging the election, after which time the custody and control of the ballots shall be turned over to the Association.

**7.4** After the final tabulation of the votes has been completed by the Inspector and custody and control of the ballots has been turned over to the Association, the Association shall store the ballots or cause them to be stored, in a secure location for not less than two (2) years from the date of final tabulation of votes.

**8. Contesting the Results of an Election.**

**8.1** California Corporations Code Section 7527 provides that an action challenging the validity of any election must be commenced within nine (9) months of the final tabulation of votes and report of the results to the Board at the open meeting for the election challenged.

**8.2** In the event of a recount or other challenge to the election process, the Association shall, upon written request, make the ballots available for review by Members or authorized representatives. Any recount must be conducted in a way that preserves the confidentiality of all ballots recounted.

**9. Restriction on Use of Association Funds.** Pursuant to California Civil Code Section 5135, Association funds shall not be used for campaign purposes in connection with any Board election. Association funds shall not be

used for campaign purposes in connection with any other Association election, except to the extent necessary to comply with the duties of the Association imposed by applicable law.

**9.1** For the purposes of this Section, "Campaign Purposes" includes, but are not limited to, the following:

**9.1.1** Expressly advocating election of defeat of any candidate that is on the Association election ballot; or

**9.1.2** Including a photograph or prominently featuring the name of any candidate on a communication from the Association or the Residential Board of the Association, excepting the ballot and ballot materials, within thirty (30) days of the distribution or mailing of ballots to Members of the Association for voting purposes.

**9.2** Such action is not considered a "Campaign Purpose" (for which Association funds may not be used) if the communication is one that is required for Equal Access as described in the section entitled "Equal Access" above.

**10. Right of Enforcement.** Pursuant to California Civil Code Sections 5145, 4605, and 4955, Members shall have the following rights:

**10.1** Members may bring a civil action for declaratory or equitable relief (including, but not limited to, injunctive relief, restitution, or a combination thereof) for a violation of Article 2 of Chapter 3 of Title 6 of the California Civil Code by the Association within one (1) year of the date the cause of action accrues.

**10.2** Upon finding that the Association violated the election procedures set forth in California Civil Code Section 5105, a court of law may void any results of the election in question.

**10.3** Members who prevail in an action to enforce his or her rights under Article 2 of Chapter 3 of Title 6 of the California Civil Code are entitled to reasonable attorney's fees and court costs.

**10.4** The court may impose a civil penalty of up to Five Hundred Dollars (\$500) for each violation; however, a violation that affects each Member equally shall be subject to one (1) penalty only.

**10.5** If the Association prevails, it shall not be entitled to recover attorney's fees or court costs unless the court finds the action to have been frivolous, unreasonable or without foundation, all as defined by applicable laws.

**10.6** A cause of action brought pursuant to the rights of a Member under California Civil Code Section 5105 with respect to Equal Access, as described in Section 1 of these Election Procedures, the receipt of a ballot by a Member, or the counting, tabulation, reporting of, or access to ballots for inspection and review after tabulation may be brought in small claims court, provided that the amount of the demand in such action does not exceed the jurisdiction of that court.

# **SAVINA**

# **INFORMATION AND POLICIES**

## **POLICIES**

**Water Intrusion and Mold Policy**

**Package Pick Up Policy**

**Assessment Collection Policy**

**Assessments and Non-Judicial Foreclosure**

**Payments**

**Meetings and Payment Plans**

**Alternative and Internal Dispute Resolution Procedures and Policy**

**Enforcement and Fine Policy**

**Policy for Process Servers**

## SAVINA MISCELLANEOUS INFORMATION AND POLICIES

### WATER INTRUSION AND MOLD POLICY

The Association has created the following information and hereby imposes the following requirements relating to water intrusion and any damage resulting therefrom, including mold and mildew within Association Property and Residential Units at the Community.

The Federal Environmental Protection Agency guidelines specifically state that there is no practical way to eliminate all mold and mold spores in the indoor environment. Mold is found everywhere. The way to control indoor mold and mildew growth is to control moisture. As a result, each Resident must take precautions to prevent the growth of mold in the Residential Unit.

Preventative measures include, but are not limited to, the following: (a) regular cleaning of the Residential Unit; (b) frequent checking for accumulated moisture in corners and unventilated areas; (c) running fans, dehumidifiers and air conditioners to reduce indoor humidity, especially in kitchens and bathrooms; (d) stopping the source of any leak or flooding; (e) removing excess water with mops or a wet vacuum; (f) moving wet items to a dry place; (g) regularly cleaning and disinfecting indoor and outdoor surfaces; (h) having major appliances, such as furnaces, heat pumps, central air conditioners, ventilation systems and furnace-attached humidifiers, inspected, cleaned and serviced regularly by a qualified professional; and (i) cleaning the refrigerator, air conditioner and dehumidifier drip pans and filters regularly and ensuring that refrigerator and freezer doors seal properly. Further, Residents shall have the affirmative obligation to eliminate any potential source of moisture that would breed the growth of mold or mildew. For example, all sinks, bathtubs, toilets and related drips or overflows must be emptied, cleaned and affected areas dried within twenty-four (24) to forty-eight (48) hours.

NOTE: It is the Resident's responsibility to monitor the Residence on a continual basis for excessive moisture, water, mold and mildew accumulation, to prevent such conditions, and to address immediately such conditions should they occur. The Association will not be responsible for water damage absent a showing of negligence, if the water emanates from an area that is under the Association's control and/or is maintained by the Association, provided that proper and timely notice is provided to the Association pursuant to this policy. For example, the Association generally will not be responsible for moisture-related damage if it emanates from a leak from a roof, window leaks, plumbing in the walls, sink or toilet backups that are a result of blockage in a pipe that is the Association's responsibility to maintain, and planter boxes, except upon a showing of negligence. The Association will not be responsible for water or moisture damage caused by a leaking or dripping plumbing fixture or appliance (including a shower pan) or an overflow from a sink, toilet or bath tub/shower, as those areas/items are the Resident's responsibility.

Immediately report all water leaks to the Association Manager, on behalf of the Board. The Association will only be responsible for water damage if the moisture intrusion or leak is reported to the Association, in writing, within twenty-four (24) hours of the Resident's discovery of the moisture intrusion leak. If a Resident allows water damage or moisture to remain in the Residential Unit for longer than twenty-four (24) hours, the Association cannot be held responsible for resulting damage, including discoloration, mold or mildew that develops.

Should a Resident fail to maintain the Residential Unit in violation of the Association Governing Documents and Section 4775(a) of the Civil Code, or fail to report water intrusion within the Residential Unit in a timely manner and water damage and/or mold or mildew growth results, the Resident must allow the Association and its agents access to the Residential Unit as needed to effectuate repairs within the Residential Unit and to prevent potential damage to other Residential Unit and Association Property. The cost of such repairs will be charged to the Resident in accordance with the Association Governing Documents.

Residents are required by the Association Governing Documents to obtain their own insurance to cover water and moisture damage to the interior of the Residential Unit, personal property and liability for damage to the Association Property or another Residential Unit. Please refer to the Warranty and Maintenance Manual and the Association Governing Documents for further information.

## PACKAGE PICK UP POLICY

1. **Oversized Packages.** Packages weighing more than seventy (70) pounds or larger than eight (8) cubic feet, or 24" x 24" x 24", tires, auto parts, furniture or business supplies will be stored on the first floor in the lobby. Residents may pick up their packages from 8 am to 5 pm, Monday through Friday, in this area. If Residents choose to instead have their packages delivered and left at their door, then a written authorization must be provided to the manager.
2. **No Delivery.** Building personnel can deliver packages (if the Building personnel elect to accept the packages) or accompany a delivery person to open the door for delivery to individual Residential Units only with written or email confirmation from the Resident.
3. **Holding Packages.** Packages will be held in no longer than seven (7) business days, after the recipient has been notified, after which time they will be sent back to the delivery office.
4. **Residents Only.** No package will be accepted if the name of the recipient is not posted on the Resident list, unless prior arrangement has been made with the Association Manager.

*\*\*In summary, for BIG packages, as defined above, Residents need to be at home to take delivery, or find someone who can accept delivery for them. The rules as stated above reflect the realistic limitations of what the staff may handle. Additional rules for receiving oversized packages are provided in the Package Pickup Policy provided in the Miscellaneous Information section of this Residential Handbook.*



## 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 within the Community. The Board takes very seriously its obligation to enforce the Members' obligation to pay assessments. The Board has adopted these procedures ("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, pursuant to California Civil Code Section 5320, and payment plan standards consistent with California Civil Code Section 5665:

1. 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.
2. All other assessments, including special assessments, are due and payable on the date specified in the notice of assessment.
3. Assessments, late charges, interest, reasonable collection costs, and reasonable attorneys' fees, if any, are the personal obligation of the Owner of the Residential Unit at the time the assessment or other sums are levied. (California Civil Code Sections 5650 and 5660(a)). Owners shall be responsible for all such amounts unless it is determined that all assessments were paid on time to the Association. (California Civil Code Sections 5650(b), 5650 and 5660(a)).
4. Unpaid assessments are delinquent fifteen (15) days after they are due. (California Civil Code Section 5650(b)). A late charge of ten dollars (\$10.00) will be charged for any assessment which is not paid in full within fifteen (15) days of the due date. (Declaration, Article 6, California Civil Code Section 5650(b)).
5. Interest on the balance due will accrue at the rate of twelve percent (12%) per annum; commencing thirty (30) days after the assessment becomes due. (Declaration, Article 6; California Civil Code Section 5650(b)).
6. 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.
7. 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.
8. Owners may submit a written request to the Association to use a secondary address. Any such request must be mailed to the Association in a manner that shall indicate that the Association has received it (e.g., via certified mail). (California Civil Code Section 4040(b)) 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.
9. 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 Association Property and common facilities may be suspended after notice and a hearing pursuant to California Civil Code Section 4820 and California Corporations Code Section 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. (California Civil Code Section 4510).
10. Prior to recording a lien for delinquent assessments, the Association, its collection agent or attorney will send a pre-lien letter to the record owner as required by California Civil Code Section 5650 and 5660(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.

11. An Owner may dispute the debt noticed in the pre-lien letter 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. (California Civil Code Sections 5915 and 5660(f)).

12. Owners may submit a written request to meet with the Board to discuss a payment plan. If such request is mailed within fifteen (15) days of the postmark of the pre-lien notice, the Board will meet with the Owner, in executive session, within forty-five (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. (California Civil Code Section 5665) 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.

13. 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. (California Civil Code Section 5665).

14. If an Owner to whom a pre-lien letter 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 Residential Unit. (California Civil Code Sections 5675, 5685(a) and 5725(a)). The Owner will be charged a fee for such lien. No lien will be recorded unless a majority of the members of the Board approves the decision to record the lien at an open board meeting. (California Civil Code Section 5705(c)).

15. A copy of the lien will be sent to every person whose name is shown as an Owner of the Residential Unit in the Association's records, via certified mail, within ten (10) calendar days of recordation of the lien. (California Civil Code Sections 5675, 5685(a) and 5725(a)). Any lien recorded by the Association will remain as an encumbrance against the Residential Unit until the debt secured thereby is satisfied.

16. Prior to initiating foreclosure of any lien, the Association shall offer to the Owner of the Residential Unit, 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 California Civil Code Section 5925 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.

17. 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.

18. If the Board decides to initiate foreclosure of a lien, it shall provide notice of such decision to the Owner pursuant to California Civil Code Section 5705(d). Such notice will be by personal service to an Owner who occupies the Residential Unit or to the Owner's legal representative. The Board shall provide written notice to an Owner of a Residential Unit who does not occupy the Residential Unit 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 Residential Unit shall be treated as the Owner's mailing address. (California Civil Code Section 5705(d)).

19. Within twenty-one (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 Residential Owner. (California Civil Code Sections 5675, 5685(a) and 5725(a)).

20. Residential Owners have the right to inspect certain Association records pursuant to California Corporations Code §8333 to verify the debt.

21. The mailing address for overnight payment of assessments, notices or requests, is:

Savina Condominium Owners Association  
c/o Action Property Management  
2603 Main St. Suite 500  
Irvine, CA 92614

22. 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.

## ASSESSMENTS AND NON-JUDICIAL FORECLOSURE

The failure to pay assessments may result in the loss of an Owner's Residential Unit without court action, often referred to as non-judicial foreclosure. When using non-judicial foreclosure, the Association records a lien on the Residential Owner's Unit. The Residential Owner's Unit may be sold to satisfy the lien if the lien is not paid. Assessments become delinquent fifteen (15) days after they are due, unless the Association Governing Documents of the Association provide for a longer time. (California Civil Code Sections 5650, 5660, 5675 and 5700.)

In a non-judicial foreclosure, the Association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The Association may not use non-judicial foreclosure to collect fines or penalties, except for costs to repair areas damaged by a member or member's guests, if the Association Governing Documents provide for this. (California Civil Code Sections 5650 and 5725.)

The Association must comply with the requirements of California Civil Code Section 1367.1 when collecting delinquent assessments. If the Association fails to follow these requirements, it may not record a lien on the Owner's Residential Unit until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the Association. (California Civil Code Sections 5655, 5660, 5665, 5670, 5675, 5690, and 5735.)

At least thirty (30) days prior to recording a lien on an Owner's Residential Unit, the Association must provide the Residential Owner of record with certain documents by certified mail. Among these documents, the Association must send 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. A Residential Owner has a right to review the Association's records to verify the debt. (California Civil Code Section 5650.)

If a lien is recorded against an Owner's Residential Unit in error, the person who recorded the lien is required to record a lien release within twenty-one (21) days, and to provide an Owner certain documents in this regard (California Civil Code Section 5685).

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 a Residential 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 Residential Owners of a mailing address for overnight payments. (California Civil Code Section 5655.)

A Residential Owner may pay assessments that are in dispute in full under protest, and then request alternative dispute resolution. (California Civil Code Sections 5658 and 5670.)

A Residential Owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (California Civil Code Section 5685.)

## MEETINGS AND PAYMENT PLANS

A Residential Owner may request the Association to consider a payment plan to satisfy a delinquent assessment. The Association must inform Residential Owners of the standards for payment plans, if any exist. (California Civil Code Section 5665.)

The Board 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 with the payment plan standards of the Association, if they exist. (California Civil Code Section 5665.)

## ALTERNATIVE AND INTERNAL DISPUTE RESOLUTION PROCEDURES AND POLICY

California Civil Code Sections 5900 through 5920 require an association to offer Internal Dispute Resolution ("IDR") and Alternative Dispute Resolution ("ADR") procedures for most disputes that may arise between the Association and its Members. The following is an overview of the statutorily-required ADR and IDR procedures/requirements. Please be advised that the referenced Civil Code Sections may be subject to varying interpretations. Each Residential Owner should consult with his/her own attorney regarding appropriate compliance with the requirements in the Civil Code Sections if/when any disputes arise.

### 11. INTERNAL DISPUTE RESOLUTION SUMMARY

Civil Code Section 5900 requires that an association provide a fair, reasonable, and expeditious procedure for resolving disputes between an association and any Member involving the Member's rights, duties, or liabilities under the Davis-Stirling Act, the Nonprofit Mutual Benefit Corporation Law, or under the Association Governing Documents. 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 5915, which are summarized as follows:

**11.1** 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 Member may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.

**11.2** The Board shall designate a member of the Board to meet and confer.

**11.3** 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.

**11.4** 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.

**11.5** 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 Association Governing Documents, and (2) the agreement is either consistent with the authority granted by the Board to its designee or the agreement is ratified by the Board.

**11.6** A Member may not be charged a fee to participate in this process.

### 12. ADR SUMMARY

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 Section 5925, 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 5965, you are advised that the failure of a Member of the Association to comply with the ADR requirements of Section 5930 of the Civil Code may result in the loss of that Member's right to sue the Association or another Member of the Association regarding enforcement of the Association Governing Documents or the applicable law.

**12.1 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.

**12.2 SCOPE OF ADR REQUIREMENTS**. California Civil Code Sections 5925, 5930, 5935, 5940, 5945, 5950, 5955, 5960, and 5965 apply only to enforcement actions filed by either Member or the Association against the other which (1) seek the enforcement of the Davis-Stirling Act, the Association 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.

### **12.3     ADR COMPLIANCE PROCEDURES.**

**12.3.1     The Request for Resolution.** An Association or a Member 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:

**12.3.2**     A brief description of the dispute between the parties;

**12.3.3**     A request for ADR;

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

**12.3.5**     If the party on whom the Request for Resolution is served is the owner of a separate interest, a copy of the applicable Civil Code sections.

**12.4     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 for Resolution is served actual notice of the request.

**12.5     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 for Resolution. If a party does not accept the Request for Resolution within that period, the Request for Resolution is deemed rejected. If the party served accepts the Request for Resolution, the parties are required to complete the ADR within ninety (90) days after the party initiating the Request for Resolution 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.

**12.6     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.

**12.7     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 the article, 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.

**13.     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 5960, take that refusal into consideration in determining the amount of attorney's fees and costs which may ultimately be awarded to the prevailing party at the conclusion of any subsequent lawsuit.

## **14.     IDR POLICY**

**14.1     IDR.** Pursuant to the requirements of California Civil Code Section 5905, the Association provides you with the following internal dispute resolution policy ("IDR"), as stated in California Civil Code Section 5915. This policy will apply to a dispute between the Association and a member involving their rights, duties, or liabilities under the Davis-Stirling Common Interest Development Act, California Civil Code Section 4000, et seq.; the California Non-Profit Mutual Benefit Corporation Law, California Corporations Code Section 7110, et seq.; or the Association Governing

Documents of the Association. This Policy supplements the requirements for alternative dispute resolution as provided in Civil Code Section 5925, et seq.

**14.2 Procedures.** Either party to a dispute within the scope of California Civil Code Sections 5900, 5905, 5910, 5915, and 5920 may invoke the following procedure:

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

**14.2.2** A member of the Association may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.

**14.2.3** The Association's Board of Directors shall designate a member of the Board to meet and confer.

**14.2.4** 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.

**14.2.5** 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.

**14.3 Enforceable Agreement.** An agreement reached under this policy binds the parties and is judicially enforceable if both of the following conditions are satisfied:

**14.3.1** The agreement is not in conflict with law or the Association Governing Documents of the Association.

**14.3.2** 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.

**14.3.3** A member of the Association may not be charged a fee to participate in the IDR process.

## ENFORCEMENT AND FINE POLICY

Upon notification or observation of a violation of the restrictions as set forth in the Declaration or this Residential Handbook, the Association Manager will send out a notice of violation citing the actual violation, the article and section of the Declaration or the Residential Handbook being violated and a reasonable time period in which to correct the violation.

Upon second notification or observation of the continued violation following the expiration of the time period allotted, the Association Manager will send out a Notice of Hearing. This letter is to be sent via certified, return-receipt requested, and regular mail.

A hearing is held before the Board of Directors for the purpose of the Residential Owner to explain the reasons for the continued non-compliance. Should the Residential Owner not show cause as to the reason for the continued non-compliance issue, a Non-Compliance assessment may be imposed by the Board of Directors, in accordance with the Fee Schedule. The Board will make a decision, following the hearing, as to what action is to be taken in order to gain compliance, and will notify said Residential Owner by written correspondence within seven (7) business days of the date of the hearing. The letter will be sent via certified mail, return-receipt requested and regular mail. If the non-compliance is not rectified the Residential Owner may be invited to a second hearing before the Board.

If at the second hearing the Residential Owner fails to show or notify the Board in writing as to the reason for the continued non-compliance issue, a second Non-Compliance assessment may be imposed by the Board according to the Fee Schedule. The Board will make a decision, following the hearing, as to what action is to be taken in order to gain compliance, and will notify said Residential Owner within seven (7) business days of the date of the hearing. This letter will be sent via certified mail, return-receipt requested and regular mail. If the non-compliance is not rectified the Residential Owner may be invited to a third hearing before the Board of Directors.

If at the third hearing the Residential Owner fails to show or notify the Board in writing as to the reason for the continued non-compliance issue, a third Non-Compliance assessment may be imposed by the Board. The Board will make a decision, following the hearing, as to what action is to be taken in order to gain compliance, and will notify said Residential Owner within seven (7) business days of the date of the hearing. This letter will be sent via certified mail, return-receipt requested, and regular mail. If the non-compliance is not rectified the Residential Owner may be invited to a fourth hearing or have their account sent to the Association's legal counsel.

At any time during this procedure, the Board may determine that it is in the best interest of the Association to expedite enforcement action and may choose to take legal action or to cause the violation to be corrected at its expense and assess the account of the Residential Owner for reimbursement for the correction.

The Residential Owner is liable for the actions of its business and any Invitee of Residential Owner or his or her business.

If no compliance is gained, the Board may seek legal action against the Residential Owner.



## POLICY FOR PROCESS SERVERS

As provided for in Section 415.21 of the California Civil Code, process servers shall have access to the property for the purpose of serving legal papers on Residential Unit Owners and Residents.

1. **Identification of Process Server.** Before receiving access, the process server must (1) identify the person he intends to serve, (ii) display a driver's license or other identification and (iii) provide documentation showing that he or she is a Sheriff, Marshall, registered process server or licensed private investigator.
2. **Notification to Residential Unit Owner or Resident.** The Association or Building personnel will call the Resident whenever a process server has been granted entry. This is so the Resident does not become frightened by an unannounced stranger knocking on their door to attempt serving them with papers. In keeping with the statutory provision, the Association must let the process server onto the property even if the Resident demands otherwise. In addition, the Association or Building personnel will notify the Resident even if the process server demands the Resident not be notified.
3. **Escorting Process Server.** Providing access to a process server does not mean he or she has free access to roam the property. It is the Association's policy to escort the process server directly to the Resident's door. However, the Association will not let the process server into the Residential Unit regardless of the process server's demands. If the Resident does not answer the door, the process server will be permitted to wait outside the door for five (5) minutes and will be then be escorted outside of the Building and the Association Property.
4. **No Offer to Accept Service.** If the process server is not successful in serving the Residential Unit Owner or Resident, the Association or Building personnel are not to offer to accept the papers on behalf of the Residential Unit Owner or Resident. If the process server tries to give the papers to the Association or Building personnel, they are to be refused.
5. **Documents Forwarded to Resident.** If despite the Association's refusal to accept the papers, the process server drops the papers on the ground in front of the Association's employees, the papers will be mailed to the Resident along with a letter by first class mail. A copy of the letter and the papers will then be put in the Resident's file. The Association will take no position regarding the validity of the attempt to substitute service on the Association. However, the documents will be forwarded to the Resident so as not to impair the Resident's rights. The Resident can dispute with the court the validity of the service.

# **SAVINA**

# **FORMS**

# **FORMS**

**RESIDENT INFORMATION FORM**

**MEMBERSHIP LIST OPT-OUT**

**RESIDENTIAL MOVE-IN/MOVE-OUT AGREEMENT**

**LEASE/EXCHANGE OF PARKING OR STORAGE SPACE**

**PERMIT TO ENTER FORM**

**RESIDENTIAL UNIT RENTAL FORM**

**NOTIFICATION OF SALE OF RESIDENTIAL UNIT**

**RULES VIOLATION REPORT FORM**

**EMERGENCY CONTACT FORM**

**VOTING OWNER FORM**

**PET REGISTRATION**

**VEHICLE REGISTRATION FORM**

**RESIDENTIAL SERVICE PROVIDER REQUIREMENTS FORM**

**ASSIGNED STORAGE SPACE NOTICE**

**RESIDENTIAL WORK APPLICATION**

**DESIGN REVIEW APPROVAL APPLICATION FORM**

**NOTICE OF COMPLETION OF APPROVED IMPROVEMENTS**

**RESIDENTIAL SATELLITE DISH AND ANTENNA POLICY AND ACKNOWLEDGEMENT FORM**

**POLICY FOR ACCEPTANCE OF PACKAGES/ENVELOPES**

**PACKAGE DELIVERY CONSENT FORM**

**SAVINA SOCIAL LOUNGE APPLICATION**

# RESIDENT INFORMATION FORM

## *Confidential*

Residential Unit No. \_\_\_\_\_

Owner Occupied ☐Rental Unit ☐

Information for those Residing in the Unit:

Last Name:	First Name:
Last Name:	First Name:

Contact Information:

Name:		
Home:	Work:	Ext:
Cell:	Email:	
Emergency Contact Name:		
Address:	City:	
State:	Zip Code:	Phone #:
Name:		
Home:	Work:	Ext:
Cell:	Email:	
Emergency Contact Name:		
Address:	City:	
State:	Zip Code:	Phone #:
#	Parking Space	Storage Space
1.		
2.		

3.		
4.		

Signature of the Owner: \_\_\_\_\_

Printed Name of the Owner: \_\_\_\_\_

Date: \_\_\_\_\_

## MEMBERSHIP LIST OPT-OUT

Association Members have the right to inspect and copy the Association's membership list, including Members' names, property addresses and mailing addresses. Any person who misuses a membership list is liable for any damage caused by the misuse. The Member requesting the list must state the purpose for the request and the purpose must be reasonably related to the requester's interest as a Member of the Association. The Board has the right to deny access to the list if it believes that the information will be used for another purpose.

Members may opt out of sharing their name and address by notifying the Association in writing that they prefer to be contacted by alternative means.

Please complete the form below if you do NOT want your information shared with other Members.

Please contact the Association Manager with any questions.

### Notice of Membership List Opt Out by Residential Unit Owner to the Association

☐ **Please check here if you prefer not to provide your contact information with other Members**

Residential Unit No.: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Owner Phone No.: \_\_\_\_\_

Owner Address: \_\_\_\_\_

Owner Signature: \_\_\_\_\_

Owner Signature: \_\_\_\_\_

**UPON COMPLETION OF THIS FORM, IT IS THE OWNER'S RESPONSIBILITY TO DELIVER, FAX OR MAIL THIS FORM TO THE ASSOCIATION MANAGER.**

## RESIDENTIAL MOVE-IN/MOVE-OUT AGREEMENT

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

I have read the Move-In/Move-Out Procedures for Savina. I understand and agree that if damage is incurred as a result of my move, I will accept total responsibility for the cost of any damage, repair, cleaning, losses or other liabilities. I further understand and agree that if my Move-In/Move-Out requires more than the allotted time that it may be interrupted to allow other scheduled moves. I also acknowledge that each move-in/out requires a non-refundable moving fee and a security deposit.

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

Residential Unit No.: \_\_\_\_\_

Owner Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Owner Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**UPON COMPLETION OF THIS FORM, IT IS THE OWNER'S RESPONSIBILITY TO DELIVER OR MAIL THIS FORM TO THE ASSOCIATION MANAGER. PLEASE INCLUDE A CHECK MADE OUT TO THE SAVINA CONDOMINIUM OWNERS ASSOCIATION.**

## LEASE/EXCHANGE OF PARKING OR STORAGE SPACE

All record Owners (for example, husband and wife/all joint tenants/all tenants in common) of a Residential 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: \_\_\_\_\_

Residential 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: \_\_\_\_\_

Owner: \_\_\_\_\_

Condominium 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 acknowledge and agree that only Residents of Savina 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 Savina.

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, forever. The parties further acknowledge and agree that the agreement contained herein is binding on all future owners, lessees, and other successors and assigns. The parties hereby authorize the Association to change the records of the Association to reflect the agreement contained herein and release the Association from any claims arising from such change in Association records.

Residential Unit No.: \_\_\_\_\_

Owner Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Owner Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Residential Unit No.: \_\_\_\_\_

Owner Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Owner Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_



Date:

\_\_\_\_\_

## PERMIT TO ENTER FORM

Residential Unit No: \_\_\_\_\_

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Owner Name ☐ or Resident Name

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Owner Name ☐ or Resident Name

Home: (\_\_\_\_) \_\_\_\_\_ Work (\_\_\_\_) \_\_\_\_\_ ext. \_\_\_\_\_

Cell: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

I hereby grant permission to the Savina Condominium Owners Association to allow the following person or persons to enter my Residential Unit in my absence for the following:

Entrant	Time Period	Relationship/Purpose

I authorize the Association Manager to enter my Residential Unit in the event that a work order request form is completed.

Owner Signature ☐ or Resident Signature

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

## RESIDENTIAL UNIT RENTAL FORM

RE: Residential Unit No. \_\_\_\_\_

Address: \_\_\_\_\_

Owner is intending to lease the Owner's Residential Unit. Any lease of the Residential Units shall be subject to the terms and conditions of the Declaration and the Association Governing Documents.

Each Residential Owner is to provide a copy of the Association Governing Documents prior to the leasing of Owner's Condominium(s) to Owner's Lessee. Owner acknowledges that such Residential Owner is responsible for any breach by an Owner's Lessee of the Association Governing Documents. Any lease or rental agreement must be in writing between the parties and must state that the Lease is subject to the Association Governing Documents. Failure by the Residential Owner to provide such Association Governing Documents shall be a breach under the Association Governing Documents. The Residential Owner shall provide a copy of the lease agreement to the Association Manager upon request.

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

### Lease Information

Lessee #1 \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Lessee #2 \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Lessee #3 \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Lessee #4 \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Lease Start Date: \_\_\_\_\_ Lease End Date: \_\_\_\_\_ Move-in Date: \_\_\_\_\_

Will Pet(s) be allowed: \_\_\_\_\_ If Yes, please give type: \_\_\_\_\_

(A Pet Registration Form is Required)

Legal Owner Signature: \_\_\_\_\_

Phone #: \_\_\_\_\_

Cell #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

**UPON COMPLETION OF THIS FORM, IT IS THE LEGAL OWNER'S RESPONSIBILITY TO EMAIL, FAX OR MAIL THIS FORM TO THE ASSOCIATION MANAGER.**

## NOTIFICATION OF SALE OF RESIDENTIAL UNIT

Residential Owner hereby notifies the Association that the sale of a Residential Unit has occurred.

This notification must be sent to the Association Manager within five (5) days after the conveyance of a Residential Unit.

Selling Owner: Selling Owner(s) Name(s): \_\_\_\_\_

Selling Owner(s) Unit No(s): \_\_\_\_\_

Close of Escrow Date: \_\_\_\_\_

Parking Space No: \_\_\_\_\_

Storage Space No: \_\_\_\_\_

Forwarding Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Buying Owner: Buyer(s) Name(s): \_\_\_\_\_

Mailing Address (if different than Residential Unit Address):

\_\_\_\_\_  
\_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Selling Owner Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Selling Owner Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**UPON COMPLETION OF THIS FORM, IT IS THE LEGAL OWNER'S RESPONSIBILITY TO EMAIL, FAX OR MAIL THIS FORM TO THE ASSOCIATION MANAGER.**

## RULES VIOLATION REPORT FORM

DATE: \_\_\_\_\_

TO: The Association

FROM: \_\_\_\_\_

Residential Unit No.: \_\_\_\_\_

SUBJECT: Alleged Rules Violations

Date(s) of Alleged Violations: \_\_\_\_\_

Nature of Alleged Violation(s):

Please include a detailed description of which provision of the Association Governing Documents which was allegedly violated and the nature of the violation.

Alleged Violating Owner: \_\_\_\_\_ Residential Unit No. (if known): \_\_\_\_\_

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Owner Submitting Violation Report: \_\_\_\_\_ Residential Unit No.: \_\_\_\_\_

Owner Submitting Violation Report Signature: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

**UPON COMPLETION OF THIS FORM, IT IS THE LEGAL OWNER'S RESPONSIBILITY TO FAX OR MAIL OR E-MAIL THIS FORM TO THE ASSOCIATION MANAGER.**

## EMERGENCY CONTACT FORM

Resident Name: \_\_\_\_\_ Residential Unit Number: \_\_\_\_\_

Please provide us with the following contact information to be used in the event of an Emergency.

**Primary Contact:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Relationship: \_\_\_\_\_

**Secondary Contact:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Relationship: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

## VOTING OWNER FORM

As provided under Section 5.4 of the Declaration, if there are joint Owners of a Residence, the Owners must agree among themselves who will cast the vote for such Residential Owners. The Owners hereby designate the individuals listed below as the Owners who can cast such votes.

Legal Owner Name(s): \_\_\_\_\_ Residential Unit No. \_\_\_\_\_

Designated Residential Unit Owner to cast vote: \_\_\_\_\_

Voting Owner Designation: \_\_\_\_\_

Mailing Address of Voting Owner: \_\_\_\_\_

\_\_\_\_\_

Acknowledgement by other Owners of the Residence:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

If an Owner wishes to change the name of the Voting Owner Designee, then this form shall be completed and filed with the Association. If notwithstanding the foregoing, more than one (1) Owner exercises the voting rights for a Residence, the votes shall not be counted and shall be deemed void.

**UPON COMPLETION OF THIS FORM, IT IS THE LEGAL OWNER'S RESPONSIBILITY TO FAX OR MAIL OR E-MAIL THIS FORM TO THE ASSOCIATION MANAGER.**

## PET REGISTRATION

Pursuant to the Residential Rules, all dogs and cats must be registered with the Association Manager.

Owner Name: \_\_\_\_\_ Residential Unit No.: \_\_\_\_\_

Occupant Name (if different than Legal Owner): \_\_\_\_\_

Phone Number: Home \_\_\_\_\_ Work \_\_\_\_\_

Cell \_\_\_\_\_ Email \_\_\_\_\_

### Pet Information

Type: \_\_\_\_\_ Breed: \_\_\_\_\_

Weight: \_\_\_\_\_ Color: \_\_\_\_\_ Name: \_\_\_\_\_

Age of Pet: \_\_\_\_\_ as of \_\_\_\_\_ (date)

Current Veterinarian: \_\_\_\_\_

Phone #: \_\_\_\_\_ Date of Last Vaccination: \_\_\_\_\_

Photo: Please attach a photo as required under the Association Rules.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**UPON COMPLETION OF THIS FORM, IT IS THE LEGAL OWNER'S RESPONSIBILITY TO EMAIL, FAX OR MAIL THIS FORM TO THE ASSOCIATION MANAGER.**



## VEHICLE REGISTRATION FORM

Owner Name: \_\_\_\_\_ Residential Unit No. \_\_\_\_\_

Occupant Name (if different than Legal Owner): \_\_\_\_\_

List vehicle(s) that will be parked in the Parking Garage.

Make: _____ Year: _____ License Plate #: _____ Model: _____ Color: _____	Make: _____ Year: _____ License Plate #: _____ Model: _____ Color: _____
Make: _____ Year: _____ License Plate #: _____ Model: _____ Color: _____	Make: _____ Year: _____ License Plate #: _____ Model: _____ Color: _____

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date: \_\_\_\_\_

**UPON COMPLETION OF THIS FORM, IT IS THE LEGAL OWNER'S RESPONSIBILITY TO EMAIL, FAX OR MAIL THIS FORM TO THE ASSOCIATION MANAGER.**

# RESIDENTIAL SERVICE PROVIDER REQUIREMENTS FORM

Residential Unit Number: \_\_\_\_\_

Owner: \_\_\_\_\_

Service Provider: \_\_\_\_\_ ("Service Provider")

The purpose of these rules and regulations is not to place undue hardship on the Service Provider or subcontractors. They are designed to protect all owners of Savina.

The rules pertaining to the eating of food, sunflower seeds, smoking and chewing tobacco will be strictly enforced.

The Service Provider's field foreman must also be given a copy of these rules and regulations at the start of each job. Service Provider is responsible for ensuring that the following requirements are adhered to:

- At NO time will any alcohol or drugs be allowed anywhere on the premises.
- There will be absolutely NO eating or drinking or sunflower seeds inside the buildings. Each Service Provider on a daily basis will clean up their area where they have lunch or breaks outside the building. Owners allowing Service Providers to violate this rule will be charged for the cleanup of the Savina Community.
- There will be absolutely NO smoking or eating breaks on the grounds in the Association Property. Entry will be permitted in designated areas only.
- Proper attire is required; this includes work boots, sleeved shirts, long pants, hard hats, safety glasses, etc.
- Parking at an occupied building will be limited to a designated area by the Association. In no event shall any construction vehicles be parked front of an occupied building.
- There will be NO radios on the construction site. For safety reasons, NO headphones will be allowed.
- There will be absolutely NO smoking inside any building. Anyone using chewing tobacco, abusive language, or spitting anywhere on the property will be asked to leave the Community.
- The passenger elevators are not to be used by construction personnel.
- Offenses that will result in an immediate request for discharge include, but are not limited to the following:
- Violating any federal, state or local statutes or safety codes while working at the property.
- Possession of weapons or firearms while on the property.
- Physically abusing or harming any individual who works at or visits the property.
- Duplicating any keys used in the building.
- Providing building access at any time to anyone not authorized by the Owner of a Unit or the Association.
- No storage of flammable substances will be allowed or stored in the building unless approved in writing by the Association.

- Management in accordance with the approved building codes and regulations.

The Service Provider must install protection for existing doors, carpet, etc. during the course of the Community. Service Providers removing or damaging the protection will replace or repair it or the Unit Owner will be charged for the repair. Service Providers are required to protect any finished or completed areas prior to any work.

In regards to work that creates excessive dust or odor, i.e., demo, painting, sanding, sweeping, the contractor is responsible for covering return air intakes on C.A.V. boxes, F.P. boxes, V.A.V. boxes and mechanical room boots, with PPL approved filter media (1` fiberglass filter UL classified class 2 for flame retardants).

No liquids or any kind are to be poured down the sinks in the restroom or onto the landscape areas.

All smoke detectors will be bagged and UN-bagged daily in construction areas.

All loading areas must be kept clean and clear at all times.

As a part of construction clean up, the electrical rooms, fan rooms, and storage rooms will be swept clean and any materials remaining from contractors will be removed. Entrance to all secured mechanical and electrical areas must have prior approval from the Association.

For removal of demolition, furnishings, etc. prior permission must be obtained from the Association and must be completed after the normal business hours of 7:00 am to 6:00 pm.

The Service Provider or someone representing the Service Provider must be present at all times on site when construction is taking place.

Vacuum public corridors in affected areas following each workday.

Service Providers and Service Providers' personnel shall treat all Occupants with utmost courtesy and respect. Any problems or special requests from Occupants are to be immediately reported and/or referred to the Association.

Service Providers and their employees/subcontractors are not permitted to use any vacant space for material storage other than the Unit owned by the Owner that the Service Providers is performing work for.

There will be absolutely no materials left in the common areas such as lobbies, exit corridors, restrooms or elevators for any period of time. All materials brought into the building will be immediately taken to the staging area at the construction site.

The Service Provider will be responsible for security of any material stored on site. The Association will not accept unattended deliveries. The Service Provider shall provide lifting or hoisting equipment as necessary.

No power cords may be placed anywhere except in the Unit where work is being completed.

The Fire Sprinkler and Fire alarm contractors are responsible for making sure that the Association Manager and alarm companies are notified prior to starting work each day.

The Service Provider is to provide a construction dumpster for all of their construction activities. Protection is required on the base of the construction dumpster to insure that the wheels of the dumpster or legs of the dumpster do not damage the asphalt parking lot. All construction debris will be placed in the Service Provider's construction dumpster, not the building dumpsters. The location of the construction dumpster must be approved by the Association in advance and prior to the commencement of construction.

Clean up tools and equipment (drywall taping tools, paint brushes, and rollers, etc.) will not be done in the Association Property. All Service Providers are required to clean the job site on a daily basis.

At NO time will any pets be allowed anywhere on the premises and workers will be denied entry if they have a pet with them.

Workers are prohibited from creating nuisance noise unrelated to the construction work.

Service Provider shall ensure that all personnel have a thorough comprehension of these work rules and policies.

Service Provider and Resident hereby agree to abide by the Rules and Regulations set forth in this Form Requirements for Service Providers. Service Provider and Owner acknowledge and agree that any violation of any of the provisions of this Form may result in fines, charges and/or the ability of the Association to refuse entry to the Service Provider.

Acknowledged and Agreed:

Owner:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Service Provider:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

**UPON COMPLETION OF THIS FORM, IT IS THE RESIDENT'S RESPONSIBILITY TO FAX OR MAIL THIS FORM TO THE ASSOCIATION MANAGER.**

## ASSIGNED STORAGE SPACE NOTICE

In accordance with the storage provisions of the Declaration, Owner is hereby notified as of \_\_\_\_\_, 20\_\_\_\_ that the following Assigned Storage Space(s) are assigned to the Owner of the Residence referenced below:

1. Residential Unit Number: \_\_\_\_\_
2. Residence Owner Name(s): \_\_\_\_\_
3. Residence Address: \_\_\_\_\_
4. Number of Storage Space(s) Assigned: \_\_\_\_\_
5. Storage Space Number(s): \_\_\_\_\_

Should the Owner of the above-referenced Residence decide to (a) exchange their Assigned Storage Space location with another Owner, (b) sell their Assigned Storage Space to another Owner, or (c) lease their Storage Space to another owner, then such Owner will need to follow the procedures for Assigned Storage Space exchange, lease and sale set forth in the Declaration and execute the Lease/Exchange of Storage Space form in the Owner's Manual.

All Assigned Storage Space locations will be maintained by the Association in the records of the Association.

By signing below, Owner acknowledges and agrees that Owner has received a copy of this notice for Owner's records.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

# RESIDENTIAL WORK APPLICATION

## APPLICATION PROCESS FOR RESIDENTIAL OWNER

The Application Process is summarized for the convenience of the Residents. All Residents are advised to review the Design Guidelines. In the event of a conflict between this Residence Work Application and the Design Guidelines, the Design Guidelines shall control.

**Application for Approval.** All applications for any Work, except for Wall Hangings, must be submitted in writing, together with this Residence Work Application ("Residential Work Application"), and the items described below ("Submittal Package").

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

**Submittal Package for Residential Owner Work Except Floor Coverings and Wall and Curtain Hangings.** Unless otherwise waived by the Association Manager, the Submittal Package for any Work except Floor Coverings and Wall Hangings must include three (3) sets of each of the following:

- Residential Work Application;
- 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. Plans and Specifications must be prepared by an architect or structural engineer licensed in the State of California and/or other design professional or consultant approved by the Residential Association;
- Floor plans, if permission is being requested to remove or relocate a wall;
- Description of materials and colors and material samples;
- A proposed construction schedule (including proposed start and completion dates);
- An Application Processing Fee in an amount established by the Association and set forth in its fee schedule, a copy of which is available from the Association Manager; and
- Names, addresses and phone numbers of all contractors and subcontractors who will perform the work.

**Submittal Package for Hard Surface Flooring.** Unless otherwise waived by the Association Manager, the Submittal Package for any Hard Surface Flooring must include:

- Residential Work Application;
- A proposed construction schedule (including proposed start and completion dates);
- An Application Processing Fee;
- Names, addresses and phone numbers of all contractors and subcontractors who will perform the Residential Owner Work if applicable;
- Construction drawing showing type of flooring to be installed;
- Plan view of hard surface flooring area indicating the location of all adjacent partitions, and method of isolating the hard surface flooring along the entire perimeter.

- Copy of installation instructions from the acoustical floor underlayment manufacturers; and
- Name of contractors and experience in insulation of installation of floors utilizing impact insulation.

**Curtain and Wall Hangings.** Wall Hangings and curtains installed within the curtain pockets require notice to the Association prior to installation and submittal of the Wall Attachments and Curtain Installation Notice Form. There is no application fee for these items. However, if any such installations require any attachments to the slab of the Building, approval must be obtained and a submittal package must be submitted to the Association Manager.

**Complete Submittal Package.** A Submittal Package will not be reviewed unless all required plans, forms, fees and information for the proposed work are included in the Submittal Package. The Association Manager may waive any of the submittal requirements set forth above. If a Submittal Package is not complete or if all appropriate fees are not included, the Submittal Package will be returned to the Applicant for completion.

**Review of Application.** The Association Manager will review the Submittal Package to determine whether all required information and fees are included. Unless the Applicant is informed otherwise within ten (10) days after delivery of the Submittal Package to the Association Manager, the Submittal Package shall be deemed complete. The Association Manager will provide to the Applicant written notice of the Association's action on a Submittal Package within thirty (30) days after the date the Association Manager has delivered notice that the Submittal Package is complete or the date the Submittal Package is deemed complete. If an Applicant does not receive notice of the Association's action within such time period, the Residential Owner may submit a reminder notice to the Association ("Reminder Notice"). If the Association does not deliver notice of approval or disapproval of the Submittal Package within fifteen (15) days after delivery of the Reminder Notice, the request shall be deemed approved.

**Submittal of Revised Package.** If an Applicant's proposal is not approved or is returned as incomplete by the Association, a revised Submittal Package may be submitted. Provided the re-submittal is prompt and does not constitute a substantially revised proposal and contains all information requested by the Association Manager, the Association will attempt to review the re-submitted application within fifteen (15) days after delivery. If the re-submittal is not prompt or includes substantially revised information, an additional fifteen (15) days may be required to complete the Residential Association's review.

**Payment of Consultant and Other Fees.** If a Submittal Package is required to be reviewed by a consultant or if any other fees or expenses may be incurred, the Submittal Package will not be approved unless and until any consultant fees incurred by the Association are paid by the Applicant or the Applicant has agreed to pay such fees.

## DESIGN REVIEW APPROVAL APPLICATION FORM

Residential Unit Owner (Applicant): \_\_\_\_\_

Residential Unit Number: \_\_\_\_\_

Date: \_\_\_\_\_

DESCRIPTION OF PROPOSED IMPROVEMENT(S)

### **Identification of Plans**

Consultant Preparing Plans: \_\_\_\_\_

Contractor's License Number (if applicable): \_\_\_\_\_

Date of Plans: \_\_\_\_\_

Number of Pages for the Plans: \_\_\_\_\_

I/We understand that the proposed improvements may require a permit from the City/County Building Department or other Governmental Agencies. If the Improvements are approved by the Association, will be my obligation to obtain all required permits before commencing any work and that the Association Manager may request copies of the permits at any time. The Association may request copies of all such permits and I/we agree to provide copies upon request.



I/We assume the responsibility for any work, including conformity of completed improvements to the Submittal Package as approved by the Association or, if appointed, the applicable Design Review Committee and the satisfaction of any time limitations for their completion as may be specified in conjunction with such approval under the above proposed modifications/improvements.

I/We assume the obligation for all costs of the Reviewing Party, costs of consultants and any other fees incurred by the Association or a result of the performance of the work.

Performing any Work in the Building poses the risk of damage to other portions of the Community. Owner agrees to use all due care in performing the work and acknowledges that it remains fully liable as a result of any damage to person or property as a result of the work. I/We assume full responsibility for any work and that I/we or my contractor accomplishes which may, in the future, adversely affect other residents, the Residential Condominiums, the Association Property and/or any other portion of the Building. I/We will assume responsibility for all future maintenance of this modification, addition and/or improvement.

Please refer to the Design Guidelines for further information regarding the review and approval process for any work.

Resident (Applicant):

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Residential Unit Owner (if Application is being submitted by a Residential \_\_\_\_\_):

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

## NOTICE OF COMPLETION OF APPROVED IMPROVEMENTS

Notice is hereby given that \_\_\_\_\_, the Owner(s) of Residential Unit No. \_\_\_\_\_ ("Residential Unit"), at Savina completed the construction/installation of the Improvement(s) on the Property on \_\_\_\_\_, 20\_\_ in accordance with the Design Review Committee's written approval of the above Resident's submittal package approved on \_\_\_\_\_.

Signature of Residential Unit Owner(s):

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Residential Owner (if Application is being submitted by a Residential \_\_\_\_\_):

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

## RESIDENTIAL SATELLITE DISH AND ANTENNA POLICY AND ACKNOWLEDGEMENT FORM

### 1. Areas Under an Owner's Exclusive Use and Control.

**1.1 Dishes.** Consistent with the Declaration, satellite dishes and antennae designed to receive video programming services via multi-point distribution services may be installed in an area under an Owner's exclusive use or control so long as such antennae and satellite dishes are (i) thirty-six (36) inches or less in diameter, (ii) installed in the least visually obtrusive portion of an Owner's property where an acceptable quality signal can be received, so long as such installation is not unreasonably expensive, and (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.

**1.2 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 an Owner's property where an acceptable quality signal can be received, so long as such installation is unreasonably expensive.

**1.3 No Installations by Lessees.** Only Owners may install satellite dishes and/or antennae as set forth in this Satellite Dish and Antenna Policy ("Satellite Policy"). If an Owner permits its Lessee to install a satellite dish or antenna, this Satellite Policy form must be filled out by the Owner of the Residential Unit and such Owner will be responsible for ensuring its Lessees comply with all the requirements of this Satellite Policy.

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

**1.5 Locations That Are Under an Owner's Exclusive Use or Control.** In addition to the interiors of the Residential Units, the areas that are under an Owner's exclusive use or control are the balcony, patio or deck (otherwise referred in this Residential Handbook and the Declaration as an Owner's "Outdoor Space" or "Exclusive Use Easement Area"); provided however, that Owners may not penetrate the ceilings, walls or floors of its outdoor space for such installation.

**2. Areas Not Under an Owner's Exclusive Use or Control.** Owners are not permitted to install satellite dishes or antennae in areas that are not under the Owner's exclusive use or control. Such areas include portions of the Building, including without limitation, the Building's roof, and other portions of the Community, including any landscaped areas. In the event of a conflict between this policy and the Declaration, the language in the Declaration will prevail.

All satellite dish and/or antenna installations must comply with this Satellite Policy. By signing below, you acknowledge that you have read this Satellite Policy carefully and represent to the Association that your installation will fulfill all the requirements. This form must be submitted to the Association within seven (7) business days prior to installation of a satellite dish or antenna.

Resident Unit No.: \_\_\_\_\_

Type/Model of Satellite dish or antenna: \_\_\_\_\_

Signature of Residential Owner (if Application is being submitted by a Residential \_\_\_\_\_):

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Diameter of satellite dish: \_\_\_\_\_

Satellite dish or antenna location: \_\_\_\_\_

Is a sketch of the proposed location relative to Building attached? ☐ Yes ☐ No

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

Do any wires or 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: \_\_\_\_\_

**UPON COMPLETION OF THIS FORM, IT IS THE RESIDENT'S RESPONSIBILITY TO DELIVER, FAX OR MAIL THIS FORM TO THE ASSOCIATION MANAGER.**

## POLICY FOR ACCEPTANCE OF PACKAGES/ENVELOPES

Dear Owner/ Resident:

The Savina Condominium Owners Association has a policy for acceptance of envelopes and packages on behalf of the residents to those who have signed this form. This authorization covers items left by mail carriers as well as personal items left by other individuals.

Please note that the size limitations for items held at the security desk are the same as the U.S. Post Office limitations:

Up to 108" combined measurement of length and girth of package and up to 70 lbs. in weight.

The staff will not accept packages without your authorization on file.

Sincerely,

Association Manager

I hereby authorize the Savina Condominium Owners Association's staff on duty to accept any envelopes and packages on my behalf until further notice or until I move, whichever comes first.

LIABILITY OF ASSOCIATION: The Association shall bear no responsibility for any articles delivered to or left with any employee or representative of the Association Manager. Further, the Association shall not be responsible for any article intended for delivery to a Resident, delivered or left in any corridor or public place. NO BAILMENT IS EXPRESSED OR IMPLIED IN SUCH INSTANCES.

Resident Unit No.: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

## PACKAGE DELIVERY CONSENT FORM

I hereby authorize the Association or Building personnel on duty to deliver to my Residential Unit any packages that are brought to the Building until further notice or until I move, whichever comes first.

Building personnel will not deliver packages directly to the Residence if the Association Manager determines that the package is too large or heavy to carry.

LIABILITY OF ASSOCIATION: The Association shall bear no responsibility for any articles delivered by the Association or Building personnel, including any damage thereto. NO BAILMENT IS EXPRESSED OR IMPLIED IN SUCH INSTANCES.

Resident Unit No.: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

# SAVINA SOCIAL LOUNGE APPLICATION

## MANAGEMENT USE ONLY

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

**APPLICATION MUST BE SUBMITTED SEVEN (7) DAYS PRIOR TO USE**  
*Cancellations must be made at least forty-eight hours in advance to assure return of Usage Fee*

Resident Name:		Residential Unit No.:
Phone (Day):	Phone (Evening):	Event Type:
Date of Use:	Set Up Time:	Event Start/End Time:

**CLUB ROOM CLOSSES PROMPTLY AT 11:00 PM**

**INCLUDE ENOUGH TIME FOR SET UP & CLEAN UP**

Usage Fee: \$\_\_\_\_

Security Deposit: \$\_\_\_\_

Preferred Time Slot\*:

☐ AM TIME SLOT 7:00 AM TO 3:00 PM

☐ PM TIME SLOT 4:00 PM TO 11:00 PM

NUMBER OF GUESTS \*\* (*Not to Exceed* \_\_\_\_)

ADULTS: \_\_\_\_\_ CHILDREN \_\_\_\_\_ TOTAL: \_\_\_\_\_

SURPRISE PARTY? YES \_\_\_\_ NO \_\_\_\_

IF YES, WHAT NUMBER CAN YOU BE REACHED AT \_\_\_\_\_

Absolutely **NO POOL PARTIES OR POOL USAGE** permitted. Alcoholic beverages must be contained inside the Social Lounge at all times.

\*Each times slot requires the payment of a usage fee. If your event overlaps between the two offered time slots, you will be required to pay multiple usage fees. However, one security deposit will be sufficient despite any overlap.

**\*\*MORE THAN 50 PEOPLE** – AN EXTRA ATTENDANT IS REQUIRED AT CURRENT RATE (4 HR MINIMUM)  
PLEASE PROVIDE A **SEPARATE CHECK** MADE OUT TO: SAVINA CONDOMINIUM OWNERS ASSOCIATION.

I certify that we have received and read the Social Lounge Reservation Information attached to this form. 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.

\*I have read and understand the attached Social Lounge Rental Requirements.

\_\_\_\_\_  
Resident's Signature

Approved ☐

Denied ☐

Date:

Signed:

Deposit ☐

Fee ☐

Extra Attendant ☐

Check # \_\_\_\_\_



## SOCIAL LOUNGE RESERVATION INFORMATION

The Social Lounge is primarily for the development of educational, social, cultural and recreational programs for Residents. The Social Lounge is not to be used by Residents for personal profit or gain, business related activities, political purposes, or fund raising for external charitable purposes.

The Social Lounge is available for Resident use only. A security deposit and usage fee MUST accompany the completed application at least seven (7) days prior to the event. The application must be filled out by the Resident requesting use of the Social Lounge. The address on the check(s) must match the name on the application. The Resident on the application is the responsible party. 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. All reservations are made by the Association Manager in accordance with approved procedures by the Association and the Board of Directors, set forth in the Residential Handbook.

Residents seeking to use the Social Lounge should plan ahead as reservations to use the Social Lounge are available on a first-come, first-serve basis. Applications will not be accepted more than six months in advance of the function. The Management Office 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 the Association Manager or if applicable the lobby attendant, a guest list of persons attending the event at the Social Lounge. Additionally, prior to the function, the reserving Resident must provide a certificate of liability insurance naming as additional insured the Savina Condominium Owners Associations and the Association Manager. Only guests on the guest list will be admitted.

All functions must be over, with facilities cleaned, doors locked and trash removed by 11:00 P.M.

The Association Manager has the right to deny any application based on false information on the application, priority use by the Board of Directors or the Association, or in their general judgment based on the size or nature of the event. The Association Manager 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 Social Lounge as determined by fire code.

### **Cancellations:**

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

### **Usage Fee:**

The Board will impose a usage fee for the Social Lounge to cover cleaning related expenses, normal wear and tear to furnishing, accessories and carpeting, as well as for the administrative oversight of the rental process.

### **Security Deposit:**

To ensure that the Social Lounge is returned in its original condition, there is also a \$500.00 security deposit that will be required at the time of application. The security deposit will be refunded to Residents only after a representative of the Association Manager has reviewed the completed facility in section sheet to assure there has been no property damage or a violation of the Savina Residential Handbook, which may require payment and/or reimbursement to the Association.

### **Maximum Occupancy:**

As determined by the San Diego County Fire Authority, the maximum occupancy for the Social Lounge is 113 guests. This included 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.

**Rules:**

Residents and their Guests and Invitees must comply with the Social Lounge rules set forth in Residential Handbook. The hosting Resident is at all times liable for the conduct and actions of his or her guests, including, without limitation, any violations of the Association Governing Documents and all Applicable Laws.