

**MOTIF AT GLENDORA PLACE OWNERS
ASSOCIATION
RESIDENTIAL RULES AND
REGULATIONS**

1. **Introduction.** Motif at Glendora Place ("**Community**") is a mixed-use community that is currently planned to contain up to 106 residential condominiums and 2 commercial condominiums. Because community living relies on the mutual cooperation of all to be successful, Motif at Glendora Place Owners Association ("**Association**") created these rules and regulations ("**Residential Rules and Regulations**"). Inside you will find practical rules, regulations and guidelines that are intended to help foster a harmonious, enjoyable and safe living and working environment for all residents and commercial owners and occupants of Motif at Glendora Place. These Residential Rules and Regulations contain basic guidelines that, if observed, help ensure that the grounds of Motif at Glendora Place remain in good condition and that neighbors treat each other with respect and consideration.

These Residential Rules and Regulations and the rules and regulations for the commercial condominiums ("**Commercial Rules and Regulations**") are subject to the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Motif at Glendora Place ("**Declaration**"), Articles of Incorporation of Motif at Glendora Place Owners Association ("**Articles**"), Bylaws of Motif at Glendora Place Owners Association ("**Bylaws**") (collectively, "**Governing Documents**"). The Board has the power to revise these rules, regulations, and any guidelines, policies and procedures set forth in these Residential Rules and Regulations from time to time. If you would like to contribute suggestions for these Residential Rules and Regulations, please submit them to the Management Company for consideration by the Board.

The Board has adopted these Residential Rules and Regulations in addition to the provisions of the Declaration and the Bylaws. In the event of any conflict between these Residential Rules and Regulations and the Declaration, or Bylaws, the provisions of the Declaration or Bylaws (whichever applies) shall prevail.

These Residential Rules and Regulations constitute the "**Association Rules**" contemplated by the Declaration. All Owners, residents and their guests are required to follow these Residential Rules and Regulations for the good of the Community and its well-being of its residents. Please read these Residential Rules and Regulations carefully, and be sure your family, guests and tenants fully understand and follow the rules, regulations and guidelines set forth below. If you have questions, please contact the Management Company.

As you read through these Residential Rules and Regulations, you will encounter initially capitalized terms. Except as otherwise defined in these Residential Rules and Regulations or as the context otherwise requires, these initially capitalized terms have the same meanings given them in the Declaration.

As a point of clarification, all references below to Association Property include, but are not limited to, Private Streets, open space with dog park and tot lot, landscaping and all portions of the buildings, except the Units.

2. **Association.** The Association establishes and enforces these Residential Rules and Regulations and the other Governing Documents, manages the financial affairs of the Association, and oversees the operation and maintenance of certain areas within Community described as "Association Property" in the Declaration. Those areas generally consist of areas and facilities within the Community for the common use and benefit of the Owners within the Community. In each of these areas, a professional management company ("**Management Company**") assists the Association, the Board and various board appointed committees with day-to-day Association matters such as collecting assessments, keeping the Association's books and records, sending meeting notices, investigating complaints, sending courtesy notices and violation notices to Owners, providing the Board with contract bids and advice, communicating with Owners and preparing and sending the annual disclosure packages to Owners. The Management Company designated by your Board is:

Motif at Glendora Place Owners Association
c/o Vintage Group
30212 Tomas, Suite 280

Rancho Santa Margarita, CA 92688
Phone: (855) 403-3852
Fax: (800) 996-3051
Website: www.vintagegroupre.com

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 Management Company.

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

To report problems related to the Community, please contact the Management Company.

3. Communication and Voluntary Cooperation. As an attached mixed-use living and working community, Motif at Glendora Place is a unique environment that calls for mutual cooperation, common sense and consideration of neighbors. To facilitate harmony within the Community, all residents, tenants and their guests must comply with the rules and guidelines set forth in these Residential Rules and Regulations and the Governing Documents. If you believe that a rule or restriction is unfair, you may try to change it by serving on the Board, participating in a committee, etc.

The Association welcomes communication from its Members. Please feel free to call or write to the Management Company (the Association's liaison) to discuss any questions or issues.

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

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

5. Severability. If any of the provisions of these Rules or Regulations are held to be invalid, the remainder of the provisions shall remain in full force and effect.

6. Enforcement of Governing Documents. If there is a violation of the Association's Governing Documents, including these Residential Rules and Regulations or the Commercial Rules and Regulations, then a Member may submit a Violation Complaint Report to the Management Company. A copy of the form is attached to these Residential Rules and Regulations. No Member complaint can be acted upon by the Board unless there is supporting documentation, i.e., the written complaint. In an emergency situation or under extenuating circumstances, however, the Management Company, in its sole discretion, may choose to act on a complaint that is not in writing, and create its own written record of the situation.

7. General Rules for Association Property. The following are general guidelines you, your tenants and guests must observe within the Community.

7.1 Safety and Noise. Please use common sense and courtesy in regard to voice levels, unnecessary noises and boisterous conduct. This includes, but is not limited to, televisions, radios and/or other sound emitting devices. Keep the volume at a reasonable level at all times so other residents are not disturbed.

7.2 Damage Caused by Owner. In addition to any fine payable by the damaging Owner, Owners will be responsible for and bear all costs of repairs and/or replacement for any damage to the building, common facilities, equipment, or any other Association Property, if it is determined that the damage was caused by the Owner, its lessees, guests, employees or contractors. The Board reserves the right to deny use of any Association facility to any Member or its guest and tenants at any time.

7.3 No Obstruction. No one may store or place anything in the Association Property other than in an Exclusive Use Easement Area. This includes, but is not limited to, potted plants, signage, pictures, paintings, items of furniture, etc. The Association will not be responsible for any damage to, or loss of, any personal property left in any Association Property.

7.4 Outside Drying or Laundering. No exterior clothesline shall be erected or maintained or hung on patios, balconies or railings within the Community and there shall be no exterior drying or laundering of clothes, towels or any other items on any Exclusive Use Easement Area or Association Property.

7.5 Private Streets. No vehicles or other uses, structures or items shall block access to the Private Streets or restrict ingress or egress over the Private Streets.

8. Conduct Affecting Insurance. Please refer to Article 10 of the Declaration for additional information regarding Association and Owner insurance requirements. If you have further questions, please contact the Management Company. An Owner who 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.

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

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

9. Use Restrictions

9.1 Residential Use. The Residential Units shall be used for residential purposes only. For home occupation and commercial use restrictions, please refer to Sections 6.2.1 and 6.2.2 of the Declaration.

9.2 Exclusive Use Easement Areas. Exclusive Use Easement Areas must be used as outdoor living areas only.

9.2.1 It is the responsibility of the Residential Unit Owner to ensure that existing drainage patterns on decks or porches are maintained and all drainage systems kept free of debris and free flowing. Changing the drainage pattern may cause damage to the Community's buildings and structures.

9.2.2 No Owner shall use any decks or porches for storage purposes, including, without limitation, the storage of bicycles or surfboards. As required by the Declaration, storage of any items visible from the public right-of-way other than barbeques and patio furniture is prohibited on any decks or porches.

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

9.4 Vibrations and Noise. No Owner shall attach to the walls or ceilings of any Residential Unit any fixtures or equipment which will cause vibrations or noise or unreasonable nuisance or damage to the Owners of the other Units or to the Association Property.

10. Animals

10.1 Governmental Regulations. Please refer to Article 6 of the Declaration for more information regarding animal restrictions. Owners must comply with the laws and regulations of the City of Glendora, California ("**City**") and the County of Los Angeles, California ("**County**") regarding control and health of pets. All dogs shall have a current license and all dogs and cats shall have an identification tag. Loose, unattended dogs, cats or other animals without an identification tag may be reported to the local Animal Control for pickup.

10.2 Number and Types of Animals. Section 6.2.6 of the Declaration contains provisions regarding the number and types of animals that may be kept within the Community.

10.3 Pets in the Association Property. Dogs are allowed in the Association Property only if they are at all times on a leash. Dogs shall not be tied to trees or any exterior building structure. Pets must be under the control of the resident or resident's guest when outside of the Residential Unit or Exclusive Use Easement Area. Pet owners are responsible for any damage to person or property caused by their pets.

10.4 Cleaning Up After Your Pet. Fecal waste deposits made by pets on any Association Property must be promptly cleaned up by the owner of the pet. Waste must be put in a tightly sealed plastic bag before disposal. The pet owner, at his or her sole cost and expense, shall repair any damage caused by the owner's pet, including without limitation damage to landscaping, stained stucco, and claw marks on Association Property improvements. No animal shall be bathed, at any time, within the Association Property (excluding the Exclusive Use Easement Areas).

10.5 Disturbance from Pets. Pets must be kept within the Residential Unit when the Owner is away or cannot attend to them. Unreasonable and/or continuous barking dogs on Exclusive Use Easement Areas or inside a Residential Unit are not permitted. Any pet which makes noise disturbing to a neighbor must be confined within its owner's Residential Unit in a place from which this noise cannot be overheard. Residents who are disturbed by an animal are urged to first contact their neighbor and if unsuccessful, to contact the Association in writing with a formal complaint and to contact the Animal Services Department at the Inland Valley Humane Society at 909-623-9777.

10.6 Liability. Each person bringing or keeping a pet within the Community shall be fully liable to other residents and their guests for any damage to persons or property caused by any pet brought upon or kept upon the Community by such person or by members of his/her family or guests. If, after notice and a hearing, the Board finds that a pet is dangerous or creates a nuisance, the Board may require the pet to be removed from the Community within 7 days.

10.7 Outdoor Animal Structures. Outdoor structures for the housing or confinement of any bird or other animal require design approval in accordance with the process described in the Design Guidelines.

10.8 Human Assistance Animals. Human assistance animals, e.g., Seeing Eye dogs, are exempt from rules that interfere with their duties. Notice of any exemption claimed by a resident should be sent in writing to the Board in a timely manner.

11. Modification of Residential Units. All Owners must comply with the Design Guidelines prior to modifying a Residential Unit or Exclusive Use Easement Area. To the extent permitted under California Civil Code Section 4760, each Owner may modify his or her Residential Unit and the route over the Association Property leading to the front door of his or her Residential Unit, at his or her sole expense, to facilitate access to his or her Residential Unit by persons who are blind, visually impaired, deaf or physically disabled, or to alter conditions which could be hazardous to such persons. Upon moving out of a Residential Unit, the Owner shall be obligated to remove any modifications and restore the area to its original condition. If an Owner fails to do so, the Association may do so on the Owner's behalf and the Owner shall be liable to reimburse the Association for all of its costs and expenses.

All Owners, contractors and subcontractors performing work in a Residential Unit must comply with the procedures for contractors set forth in the Design Guidelines. These guidelines can also be obtained from the Management Company.

12. Fire Safety Devices

12.1 Smoke Detectors and Carbon Monoxide Detectors. Each Owner must maintain the smoke detectors and carbon monoxide detectors installed in his or her Residential Unit. As part of this maintenance, the Owner must regularly replace all smoke and carbon monoxide detector batteries regularly.

12.2 Fire Sprinklers. The Association must maintain the Fire Systems within the Residential Units located in Residential Units 7 through 16, inclusive. The Owners of all other Residential Units must maintain the Fire Systems within their Residential Units. Each Owner must take care not to harm, damage or unnecessarily activate the fire sprinklers installed in his or her Residential Unit. The fire sprinklers are heat activated and permitting high heat, steam or burning in the vicinity of a fire sprinkler may cause it to activate, potentially causing extensive damage to your Residential Unit, your personal property, the Association Property, and the adjacent residences. 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. Cooperation with the required fire sprinkler inspections in Residential Units 7 through 16, inclusive is required. Entry must be provided when testing occurs.

13. Garages and Parking Rules and Regulations.

13.1 Declaration Parking Restrictions. Section 6.1.5 of the Declaration contains vehicle, garage and parking restrictions.

13.2 Private Streets and Residential Guest Parking Spaces. Parking in the Private Streets is not permitted except in designated residential guest parking spaces, which parking spaces are for residential guests only ("**Residential Guest Parking Spaces**") on a first-come, first-served basis. No Owner or resident may park in the Residential Guest Parking Spaces located in the Private Streets. Residential guest parking is limited and may not always be available. Unless prior written consent of the Management Company is obtained, parking within the Residential Guest Parking Spaces located within Private Streets shall be limited to 72 continuous hours. The Owner or occupant hosting an offending guest vehicle may be subject to tow, fines and other remedies. Each Owner is responsible for advising the Owner's family, tenants and guests of the parking regulations. Unless otherwise permitted by the Association, no Owner shall leave his or her vehicle parked in the Residential Guest Parking Spaces or anywhere within the Community other than within a garage. No parking is permitted on any driveway apron. In no event shall any parked vehicle block, encroach upon, extend into or obstruct the path of travel over a sidewalk or the Private Street. No vehicle shall block or impede access of firefighting equipment to or through the drives and aisles or fire hydrants in the Community.

13.3 Assigned Commercial Parking Spaces and USPS Parking Space. No Residential Owner, occupant or invitee is permitted to park in the Assigned Commercial Parking Spaces. No Owner, occupant or invitee is permitted to park in the USPS Parking Space at any time.

1.1 Garages. The 2 parking spaces in each garage must be used as the primary parking spaces for automobiles. No garage space shall be used for non-parking activities (including storage of motorcycles and bicycles). Except for conversion by Declarant prior to the conveyance of a Residential Unit by Declarant, garages must be used for parking vehicles only and cannot be converted for living, recreational activities, business or storage that would prevent the ability of a resident to park 2 vehicles. It is the intent of this Section to require residents to the extent such residents have automobiles in the Community, to park such automobiles in the garage only. Garage doors are to be kept closed except when vehicles are entering or exiting the garage. See Section 6.1.5 of the Declaration for further garage use restrictions. Each Owner must maintain his or her garage door opener in good working order.

13.4 Owner Parking Registration.

13.4.1 Every Owner/Occupant is required to register all vehicles associated with a Residential Unit that will park within the Community with the Association. A copy of the Vehicle Registration Form is attached to these Residential Rules and Regulations. The Association will require each Owner/Occupant vehicle to display a permit indicating registration.

13.4.2 To register a vehicle, the Association may require the following information: proof of ownership or lease of the vehicle; the vehicle's California license plate number; the vehicle identification number (VIN); a description of the vehicle, including its make, model and color; and such other information as the Association may reasonably request.

13.4.3 Owner/Occupant vehicle changes, such as a new vehicle or license plate change must be reported to the Association within 72 hours.

13.4.4 Upon the sale of a Residential Unit, the Owner that is selling his or her Residential Unit must notify the Association of the sale before a new Owner begins occupying the Residential Unit. The new Owner will be required to register its vehicles with the Association prior to occupying the Residential Unit.

13.4.5 Owners that rent their Residential Unit are responsible for notifying the Association of their tenant's vehicle information before tenants begin occupying the Residential Unit.

13.4.6 The Association will not permit registration for more vehicles than can fit within a Residential Unit's garage.

13.5 Guest Parking Permits (Hang Tags). Each Owner will be given 1 guest parking permit. Any guest vehicle parked in a Guest Parking Space must display an occupant hang tag on the vehicle. At all times, all guest vehicles parked within the Community must display a guest hang tag issued to Owner's Residential Unit. All hang tags must be placed on the vehicle's rear view mirror with the number side facing outward so that it is visible from outside of the vehicle.

13.6 Vehicle Maintenance. No repairs, restorations, or any mechanical maintenance of any motorized vehicle, boat, trailer, aircraft, or other vehicle or equipment shall be conducted within the Community, with the exception of minor or emergency automobile repairs. All Authorized Vehicles and motorcycles within the Community must be operable and possess a current license and registration.

13.7 Noise. No one shall race engines, honk horns, spin wheels, permit engines to idle excessively or otherwise create unnecessary noise with motor vehicles or the sound and automotive speaker equipment. All motor vehicles must have adequate muffler and exhaust systems.

13.8 Prohibited Vehicles. Recreational vehicles such as motorhomes, travel trailers, camper vans and boats are not permitted in the Community. Section 6.1.5 of the Declaration further restricts certain "commercial vehicles." Prohibited vehicles are not permitted in the Community, except for brief periods for loading, unloading, making deliveries or emergency repairs. Please review these provisions of the Declaration.

13.9 Speed and Lights. All drivers must maintain safe and proper speeds and observe the posted maximum speed while driving in the Community.

13.10 Car Alarms. Should a car alarm continue to go off, the Management Company or the Association may, at the Owner's expense, hire a locksmith and take whatever action is necessary to stop the noise. Vehicle alarms that do not automatically go off after an interval are not allowed. The arming and/or disarming of vehicle security alarms and other security devices shall not disturb residents of the Community.

14. Odorous Matter, Offensive Conduct and Nuisances

14.1 Nuisances. As provided in Section 6.1.8 of the Declaration, nothing shall be done on or within the Community that may be or may become a nuisance to the residents of the Community

14.2 Audio Volumes. The volume of radio, stereo sets, television and musical instruments shall be kept at a reasonable level at all times, so other residents are not disturbed.

15. Holiday Decorations

15.1 Acceptable Timeframe. The acceptable timeframe for winter holiday decorations is from the day after Thanksgiving until January 10th. All other holiday decorations shall be permitted 20 days prior to the holiday and must be removed within 10 days after the holiday.

15.2 Location. Holiday decorations must only be displayed from inside the Residential Unit and within such Owner's Exclusive Use Easement Area. No Owner may place or adhere holiday decorations on Association Property structures or landscape. Owners may not damage or puncture the Condominium Building or eaves in the process of displaying decorations.

15.3 Wreaths. Only holiday wreaths on an over-the-door hanger may be displayed on the main entry door provided that it does not harm the finish.

15.4 Damage. Each Owner is liable to the Association for any damage to Association Property (including holes, tape marks, abrasions, etc.) caused by that Owner or his or her Guests, Tenants, Invitees or any Resident of his or her Residential Unit.

15.5 Lights. All holiday lighting must have a "UL" or comparable rating. Outdoor lights must be designed for outdoor use. Please ensure that lights do not disturb other Owners. Outdoor lights may not damage or puncture the Condominium Building or eaves.

16. Rental of Residential Units. Subject to the restrictions in the Declaration and Applicable Laws, an Owner shall be entitled to rent the Owner's Residential Unit for a term of not less than 30 days. The Owner shall be responsible for all actions of the lessee and subject to the following guidelines:

16.1 Management Company Notification. Prior leasing his or her Residential Unit, each Owner shall provide the names and contact information for his or her tenants to the Management Company in accordance with California Civil Code Section 4740 prior to the tenant(s) occupancy. A copy of the Tenant Registration Form is attached to these Residential Rules and Regulations.

16.2 Written Lease or Rental Agreement. Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Governing Documents and shall provide that any failure to comply with any provision of the Declaration or the Governing Documents shall be a default under the terms of the lease agreement. Upon request by the Association, a copy of any lease agreement shall be provided to the Association prior to the tenant's occupancy. Section 6.2.4 of the Declaration contains provisions regarding rental of Residential Units.

16.3 Compliance with Governing Documents. A copy of the Governing Documents (except the Commercial Rules and Regulations and Design Guidelines) and these Residential Rules and Regulations and the Residential Design Guidelines shall be provided by the Owner to each tenant or lessee prior to the tenant's occupancy. The leasing Owner shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of the Governing Documents pursuant to the occupancy and use of the Residential Unit.

16.4 Association Amenities. Use privileges for amenities and Association Property transfer to the lessee or tenant. An Owner shall have no personal use privileges upon leasing their Residential Unit.

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

17. Signs. Owners displaying signs within the Community are subject to the restrictions set forth in the Declaration and the Design Guidelines and any current applicable governmental regulations, statutes and laws.

18. Potted Plants. All potted plants located on within an Exclusive Use Deck Area or an Exclusive Use Porch Area shall be adequately maintained and of a reasonable quantity and size. No potted plants contained within an Exclusive Use Deck Area or an Exclusive Use Porch Area shall be permitted to extend outside of such area. See Section 6.2.8 of the Declaration for additional use restrictions for potted plants.

19. Accessory Structures. No detached accessory structures shall be allowed, including detached patio covers in the Exclusive Use Porch Areas.

20. Trash Disposal. No garbage, trash, rubbish, or other waste material shall be kept or permitted within the Community except in dumpsters or other waste receptacles located within trash enclosures provided for the use of all Owners. No odor shall emanate therefrom so as to be unreasonably unsanitary, unsightly, offensive or detrimental to the Owners. Under no circumstances may explosives, fireworks, or highly flammable materials such as gasoline, kerosene, oil, oil-based paints, or solvents, be disposed of in the trash dumpsters or anywhere else in the Community. Any and all costs incurred by the Association for the removal of combustible or toxic materials from the trash dumpsters shall be borne by the offending Owner at such Owner's sole cost and expense. Furniture or other large items shall not be placed in the dumpsters.

21. Noise Control. Residents and their guests should be considerate of the impacts from noise they are generating on other residents within the Community, by keeping noise levels to a reasonable level. Residents shall not violate the City noise ordinance, if any. If a resident experiences excessive noise from a neighbor, residents should contact the neighbor and if needed, should contact the City Police Department. A resident may also complete a Violation Complaint Report regarding the excessive noise and submit it to the Management Company.

22. Dog Park. The dog park is available for use by Residential Owners, their occupants and Commercial Owners and occupants only and is not open to the public. Invitees of Commercial Owners or their occupants such as patrons or suppliers are not permitted to use the dog park. All dog park users

assume all risk of injury to themselves, to others and to their dogs. The Association is not responsible for the acts of dog park users or dogs.

22.1 Dog Park Rules. The following rule and guidelines apply to dog exercise in the dog park:

22.1.1 Dog park hours are from 7:00 a.m. to dusk and may be closed or adjusted as conditions require. Keep gates closed at all times.

22.1.2 A maximum of 2 dogs per adult at once inside the dog park.

22.1.3 All responsible persons shall at all times clean up after dogs and dispose of waste in an appropriate container.

22.1.4 Keep dogs on leashes at all times except in designated "off leash" areas. Leashes shall not exceed 6 feet in length when outside the dog park fenced area.

22.1.5 "Off leash" dogs must be under voice control by their owners at all times.

22.1.6 Dog owners must remain in the dog park and supervise their dog at all times, particularly when "off leash." Dog owners are responsible and liable for any and all injuries and/or damage caused by their dog(s).

22.1.7 All dogs must be currently licensed, vaccinated and over the age of 4 months. All dogs must wear collars and tags. Do not bring a dog with a communicable disease or a dog that is in heat.

22.1.8 Aggressive dogs are not permitted in the dog park. Any dogs showing aggressive behavior must be removed from the dog park. An aggressive dog is defined as any dog that is determined by the Association to pose a threat to dogs or people by virtue of a single incident or history of unprovoked acts of aggression against people or animals. The Association reserves the right to prohibit any type or breed of dog from entering the dog park. In the event of a dog bite or injury the dog owner must exchange current tag information and phone number.

22.1.9 Children 12 years of age and under are not permitted in the dog park unless accompanied and supervised by an adult at all times. Please discourage children from running to minimize the chance of a child being chased.

22.1.10 Bicycles, skateboards, rollerblades, food, glass bottles or containers and strollers are not permitted in the dog park. Tennis balls and Frisbees are permitted.

22.1.11 No animals other than dogs are permitted in the dog park. This includes, without limitation, wolf hybrids, cats, potbellied pigs, rabbits, ferrets, birds and reptiles.

22.1.12 No alcoholic beverages or smoking are permitted in the dog park.

22.1.13 No commercial use of the dog park is permitted including dog training classes, solicitations and/or advertisements.

22.1.14 No dog grooming is permitted in the dog park.

22.2 Notification of Management Company. The Management Company must be notified in the event of an accident or incident or if the Police Department or Fire Department is called to the dog park for any reason.

23. Tot Lot. A tot lot is located within the Community that is for the use and enjoyment of Owners, residents, tenants and their guests. The tot lot are for private use and not available to the public. The following rules and reservation program apply to the tot lot area in the Community.

23.1 Prohibited Activity. The following are prohibited in the tot lot area: skateboarding, roller blading, bicycling, motorized equipment, air guns, BB guns, bows and arrows, fireworks, hitting golf balls, model rockets, motorbikes, all-terrain vehicles, power model airplanes, sling shots, knives or swords, fireworks, loud or boisterous language or music, illegal drugs or any item or activity prohibited by law.

23.2 Notification of Management Company. The Management Company must be notified in the event of an accident or incident or if the Police Department or Fire Department is called to the tot lot for any reason.

23.3 Protection of Property. Attaching or affixing any object, sign, decoration with tape, nails or other means to any trees, posts or other improvement within the tot lot area is prohibited. The Association shall not be responsible for loss of personal property, materials or equipment owned or rented by an Owner, resident, vendors or other persons, by theft, damage or other means.

23.4 Tot Lot Hours. The tot lot shall be available for use between 7:00 a.m. and dusk only.

24. Community Guidelines Basics. Always be considerate of your neighbors. Know that the intent of the Association is to operate, manage and maintain the value of the Community for the enjoyment of all.

25. Design Review. Remember that if you want to make any modifications or changes to your Residential Unit, you must contact the Management Company for Design Guidelines and the forms that must be submitted to the Board (or the Design Review Committee if one has been formed) and written approval obtained before undertaking any modifications.

26. Procedures for Enforcement of the Governing Documents. The Board is authorized to impose monetary penalties and to temporarily suspend certain membership privileges and impose other appropriate discipline for failure to comply with the Declaration, Bylaws, Residential Rules and Regulations or Design Guidelines. Enforcement of the Governing Documents depends on the participation and cooperation of all Owners, lessees and guests of the Owners.

26.1 Reporting of Violations.

26.1.1 Reporting Violations. Violations may come to the attention of the Association through written complaints by Owners or through visual observations by one or more Board members or by the Management Company.

26.1.2 Written Complaints. All complaints must be submitted on the Violation Complaint Report form attached to these Residential Rules and Regulations to the Board of Directors, in care of the Management Company, with the complainant's name, address and telephone number, in order for action to be taken regarding an alleged violation. Each complaint must cite the name, date, time and nature of the violation and provide a factual statement supporting the charges of the alleged violation.

26.1.3 Confidentiality. Complaints will be held in confidence to the extent permissible by law; however, if requested by the Board, it is the responsibility of the person filing the complaint to appear before the Board to be heard regarding the alleged violation.

26.2 Violation Notification.

26.2.1 Courtesy Notice. Upon observation of a violation or receipt of a written complaint, the Management Company may send a violation letter. The Management Company may send a written "friendly reminder" ("**Courtesy Notice**") to the offending Owner of record at the address appearing in the records of the Association and, if the Residential Unit is rented, to the tenant. The Courtesy Notice will describe the general nature of the alleged violation and request correction of the violation by a stated date. The Association is not obligated to provide a Courtesy Notice to the Owner of his tenant.

26.2.2 Violation Notice and Notice of Hearing. Upon observation of a violation or receipt of a written complaint, the Management Company may send a formal written notice of hearing to the Owner scheduling a Board hearing on the violation and advising the Owner that monetary fines and penalties may be imposed ("**Notice of Hearing**"). The Notice of Hearing shall be delivered personally or mailed by first class mail, certified or registered mail, return receipt requested, to the offending Owner at the last known address listed, and to the tenant at the tenant's address within the Community, at least 10 days before the proposed date of hearing on the alleged violation. The notice shall contain the following:

- (a) an explanation in clear and concise terms of the nature of the alleged violation;
- (b) a reference to the provision(s) of the Governing Documents which the Member is alleged to have violated; and
- (c) the date, time and place of the hearing.

The Notice of Hearing may also include the amount of any monetary penalties which may be imposed at the hearing if the violation is not corrected, and the amount of any additional monetary penalties which may be imposed at the hearing for the continuation and/or repetition of the violation and shall include a description of other penalties which may be imposed, including, without limitation, the membership rights which may be suspended by Board decision at the hearing.

26.3 Hearing Procedures.

26.3.1 Violation Hearing. If the violation is not corrected before the scheduled hearing, the Board will hold a hearing on the date and at the time and place set forth in the Notice of Hearing (the "**Hearing**"). The Hearing will be held regardless of whether the Owner attends the Hearing, and an appropriate monetary fine and other penalties may be imposed, including, without limitation, the suspension of membership rights in accordance with the Governing Documents. Any determination made by the Board is binding notwithstanding the absence of the Owner.

26.3.2 Owner's Participation at the Hearing. At the Hearing, the Owner will be given an opportunity to present facts and/or arguments disputing the alleged violation and/or against the imposition of any penalty or disciplinary action. If the Owner cannot attend the Hearing, he or she may submit a written statement and any supporting information to the Association. At the Hearing, the Owner will be given an opportunity to present extenuating or mitigating facts or arguments. If an Owner fails to attend the hearing, the Board will decide the case on the facts presented in the written complaint(s), the Owner's written statement submitted in lieu of appearing at the Hearing, or on other pertinent oral or written evidence presented to the Board.

26.3.3 Board's Findings. The Board will make a determination as to whether a violation was committed. If the Board determines that a violation exists or was committed, the Board can impose reasonable monetary penalties and/or discipline against the Owner as provided for in the Declaration and in these Residential Rules and Regulations.

26.3.4 Sanctions. If the Owner has corrected the violation in accordance with the timeframes given, the Board will not impose any additional monetary fines or penalties. If the Owner continues to be in violation, the Board will determine what sanctions are appropriate.

26.3.5 Notice of Disciplinary Action. If the Board imposes discipline, the Board shall provide the Owner a written notification and explanation of the suspension, fine or conditions of the disciplinary action either in person, or by delivery by first class mail, within 15 days following the action.

26.4 Suspension of Privileges and Monetary Penalties. If the Board finds an Owner (and/or his or her guests, residents, or tenants) in violation of the Governing Documents, after reviewing the evidence presented at the Hearing, pursuant to the guidelines set forth in the Association's Declaration and Bylaws, the Board may in its discretion levy any or all of the following penalties and sanctions:

- (a) Monetary fines;
- (b) Suspension of an Owner's (and/or his or her guests, residents or tenants) right to use the dog park and/or tot lot;
- (c) Suspension of an Owner's (and/or his or her guests, residents or tenants) membership rights and privileges;
- (d) Suspension of an Owner's right to vote on all Association business;
- (e) Removal of any non-conforming structure or improvement; and
- (f) Compliance Assessment against an Owner for any costs incurred by the Association, including attorney's fees and costs, with respect to the violation.

26.5 Fine Schedule. The Board may impose only 1 fine within any 30 day period and shall be in addition to any assessment levied to reimburse the Association for expenses and costs. Fines may be levied in accordance with the following schedule:

Violation	Range of Fine Amount
First violation of any kind	\$100 to \$200
Second violation of the same or similar kind within a 12-month period	\$200 to \$300
Third violation of the same or similar kind within a 12-month period	\$300 to \$400

26.5.1 All fines, including Compliance Assessments representing the attorneys' fees and costs incurred by the Association in enforcing the Governing Documents, shall be a charge against the Owner of the Residential Unit. Any and all fines shall be billed to the Owner's account for the Association.

26.5.2 The Association reserves the right to use any legal remedy available to enforce the Governing Documents against an Owner, including, without limitation, the collection of any fines imposed against an Owner for violating the Governing Documents, injunctive relief and/or declaratory relief.

MOTIF AT GLENDORA PLACE OWNERS ASSOCIATION ELECTION RULES

1. Equal Access.

1.1 If, in the course of an election campaign for a position on the Board, any candidate or member of the Association advocating a point of view is provided access to a form of media (including, but not limited to, newsletters and Internet web sites) that is owned or entirely run by and for the Association, for a purpose that is reasonably related to that election, equal access shall be provided to all candidates and members of the Association for the same purpose ("**Equal Access**").

1.2 Equal Access, as described above in Section 1.1, shall also apply to members of the Association and candidates not endorsed by the current Board, and shall be for the purpose of advocating a point of view reasonably related to the election.

1.3 The Association shall not edit or redact any content from the presentation of the points of view described in this Section, to the extent that such content does not violate any provision in the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements, bylaws of the Association or Residential Rules and Regulations promulgated by the Board, or any applicable state, federal or local laws, but may include a statement specifying that the candidate or member of the Association, and not the Association, is responsible for the content of such point of view.

1.4 The Association shall give all candidates, including those candidates who are not incumbents, and those who are not endorsed by the Board, Equal Access to the common meeting area (i.e., time and space available for such candidate's use), if any, to present a point of view reasonably related to the upcoming election.

1.5 The Association shall not charge candidates a fee for access to the common meeting area for the purposes described in this Section.

2. Qualifications and Procedures for Nomination of Candidates.

2.1 A Member of the Association is ineligible to be nominated or to nominate himself or herself for a position on the Board if, as of the date of nomination, the Member acquired and closed on his or her Unit prior to the date of the meeting notice and first ballots that are mailed or solicited from Members of the Association for voting purposes. Any nominated Member must be at least eighteen (18) years old. Joint Owners of a Unit may not serve on the Board concurrently. If so required by the bylaws of the Association, directors shall be Members of the Association or representatives of Declarant.

2.2 All Members of the Association eligible to vote in the forthcoming election are eligible to nominate himself or herself as a candidate for the Board.

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

- (a) Nominations for candidates to the Board may be submitted in writing to the current Board, the secretary of the Association or the management company of the Association not less than 30 days prior to the date designated for mailing or distribution of ballots for the election of new Board members or such other date as established by the Board. Members of the Association shall not be prohibited from nominating themselves for any Board position and any attempt to prevent a Member of the Association's self-nomination shall be invalidated.

- (b) After collecting all properly submitted nominations, the current Board shall: (1) confirm or cause to be confirmed each nominated person's eligibility under Section 2.1; (2) confirm or cause to be confirmed each individual's acceptance of nomination; (3) distribute or cause to be distributed to the Association's membership a list of the confirmed candidates; and (4) prepare or cause to be prepared a ballot for distribution to all Members of the Association for voting purposes. Each such ballot must satisfy the requirements set forth in Section 3 below.

3. Secret Ballot.

3.1 Pursuant to California Civil Code Section 5100, elections and votes related to assessments, selection of Members of the Board of the Association, amendments to the governing documents adopted by the Association, and the grant of certain exclusive use easements shall be by secret ballot. The secret ballot must satisfy the requirements set forth in the California Civil Code and this Section. The Association shall send to each eligible Member of the Association a ballot and 2 pre-addressed envelopes not less than 30 days prior to the voting deadline for the election.

3.2 Ballots may not identify the voter's name, address, or lot, parcel or Unit or number.

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

3.4 The outer envelope is pre-addressed to the inspector or inspectors of election, as defined below, who will be counting the votes. The envelope containing the ballot shall then be hand delivered or mailed via first class mail to a location specified by the inspector or inspectors of the election. The Member of the Association may request a receipt for delivery.

4. Selection of Inspectors.

4.1 The current Board of the Association shall select either 1 or 3 independent third parties to serve as the inspector of inspectors of the election ("**Inspector(s)**"). A person or persons currently employed or under contract to the Association for any paid services may not be selected to be an Inspector unless such person is expressly allowed to serve as an Inspector as provided herein. The Association's current management company, attorney(s) and any other person or entity under contract with the Association for compensation is hereby authorized to serve as an Inspector. No Member currently running for an elected position on a Board may serve as an Inspector.

4.2 The Inspector shall have the responsibilities described in California Civil Code Section 5110 and shall perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as practical.

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

4.4 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.

5. Voting.

5.1 Ballots and all related materials required for voting under these procedures shall be sent to eligible Members of the Association at least 30 days before the date set for tabulation of votes.

5.2 Members may cast their ballots by any 1 of the following methods:

(a) Members may mail their ballots to the location designated by the Inspector(s) provided that any ballot so mailed is postmarked no later than the date that is 3 business days before the date set for tabulation of votes; or

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

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

5.3 Once a ballot is received by the Inspector(s), it is irrevocable.

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

6. Eligibility and Vesting of Voting Rights.

6.1 A Member of the Association is eligible to vote if: (a) the Member's voting rights have not been suspended pursuant to the Declaration of Covenants, Conditions and Restrictions or the bylaws of the Association or the Residential Rules and Regulations; (b) the Member closed escrow on his or her Unit on or before the "Record Date" for voting, being the date of the meeting notice and first ballot which are mailed to or solicited from Members of the Association for voting purposes; and (c) the Member is at least 18 years old.

6.2 Except where cumulative voting is authorized, Class A Members may cast only 1 vote per Unit. If more than 1 party is record owner of a Unit, the vote for that Unit shall be cast as the owners among themselves determine or forfeited if the owners cannot agree, as provided in the Declaration of Covenants, Conditions and Restrictions.

6.3 Such voting rights attributed to any given Unit in the Community shall vest as provided in the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements.

7. Proxies.

7.1 Any eligible Member of the Association may authorize another person to act by proxy, pursuant to the bylaws of the Association.

7.2 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 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. The Inspector(s) shall determine the authenticity, validity and effect of proxies. Proxies shall be presumed valid if executed in accordance with California Corporations Code Section 7613 and the bylaws of the Association.

8. Voting Procedures and Custody.

8.1 All votes shall be counted and tabulated by the Inspector(s) in public at a properly noticed open meeting of the Board of the Association and/or Members of the Association. Any candidate or Member of the Association may witness the counting and tabulation of the votes. No person, including, but not limited to, Members of the Association 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.

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

8.3 The sealed ballots shall at all times be in the custody and control of the Inspector(s), or at such location designated by the Inspector(s), 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.

8.4 After the final tabulation of the votes has been completed by the Inspector(s) 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 1 year from the date of final tabulation of votes.

MOTIF AT GLENDORA PLACE OWNERS ASSOCIATION COLLECTION POLICY

1. Assessments, late charges, interest, collection costs, and any attorneys' fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied.
2. Regular monthly assessments are due and payable on the first day of each month. A courtesy billing statement is sent each month to the billing address on record with the Association. However, it is the owner of record's responsibility to pay each assessment in full regardless of whether a statement is received. All other assessments, including special assessments, are due and payable on the date specified by the Board in the notice imposing such assessment.
3. Any payments made shall be first applied to assessments owed, and, only after the assessments owed are paid in full, shall such payments be applied to late charges, interest and collection expenses, including attorneys', trustee or small claims fees, unless the owner and that Association enter into an agreement providing for payments to be applied in a different manner.
4. When any regular or special assessment remains unpaid 15 days past its due date, said assessment shall be subject to a late charge not exceeding 10% of the delinquent assessment or \$10, whichever is greater in accordance with California Civil Code 5650(b)(2), unless the Declaration of Covenants, Conditions and Restrictions specifies a smaller amount.
5. In accordance with California Civil Code 5650(b)(3), the Board of Directors shall impose interest on all sums, including the delinquent assessment, reasonable costs of collection, and late charges, at a rate not to exceed 12% per annum, commencing 30 days after the assessment becomes due, unless the declaration specifies a rate of a lesser amount.
6. When any assessment remains 45 days past its due date, the Association, through its Management Company, shall mail a pre-lien notification ("**Pre-Lien Notification**") to the owner as required by California Civil Code 5660 by certified and first class mail, to the owner's mailing address of record advising the owners of the delinquent status of the account, impending collection action and the owner's right to request that the Association participate in the "meet and confer" program or in some form of internal dispute resolution process ("**IDR**"). The owner will be charged a fee for the Pre-Lien Notice, which shall be charged to the delinquent member's account.
7. Within 15 days from the date of the postmark of the Pre-Lien Notice, a delinquent owner may submit a written request to the Association to meet with the Board to discuss a payment plan for the amount set forth in the Pre-Lien Notice letter. The Board shall meet with the delinquent owner in executive session within 45 days of the date of the postmark of the written request. Each request is handled on a case-by-case basis. The Board is under no obligation to grant payment plan requests. Payment plans shall not interfere with the Association's ability to record a lien on an owner's separate interest to secure payment for the owner's delinquent assessments. If the Board authorized a payment plan, it may incorporate payment of ongoing assessments that accrue during the payment plan period. If a payment plan is approved, additional late fees from the homeowner will not accrue while the owner remains current under the terms of the payment plan. If the owner breaches an approved payment plan, the Association may resume its collection action from the time the payment plan was approved.
8. If an owner fails to pay the amounts set forth in the Pre-Lien Notice and fails to request IDR within 30 days of the date of the Pre-Lien Notice, the Board shall decide, by majority vote in an open meeting, whether to record a Notice of Delinquent Assessment (Lien) for the amount of any delinquent assessments, late charges, interest and/or costs of collection. This lien shall be recorded in the office of the County Recorder and mailed to the delinquent owner. A fee for the lien processing work and a fee for the preparation and mailing said Notice of Delinquent Assessment by the agent, trustee or attorney

employed by the Association, shall be charged to the delinquent owner's account. The lien may be enforced in any manner permitted by law, including without limitation, a small claims judgment, judicial or non-judicial foreclosure.

9. The decision to foreclose on a lien must be made by a majority of the Board of Directors in an Executive Session meeting and the Board of Directors must record their votes in the minutes of the next open meeting of the Board. The Board must maintain the confidentiality of the delinquent owner(s) by identifying the matter in the minutes by only the parcel number of the owner's property. Prior to initiating any foreclosure sale on a recorded lien, the Association shall offer delinquent homeowners the option of participating in IDR or Alternative Dispute Resolution ("**ADR**").

10. After 30 days from recording the Notice of Delinquent Assessment, the Association may turn the owners account over to the Association's Attorney or Trustee to enforce the lien by proceeding with judicial or non-judicial foreclosure sale when either: (a) the delinquent assessment amount totals \$1,800 or more, excluding accelerated assessments and specified late charges and fees; or (b) the assessments are delinquent for more than 12 months. However, upon review of the owner's delinquent account, the Board may decide to take small claims court action. The Association is authorized under California law to charge the owner reasonable costs of collection for any action utilized.

11. "IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION"

12. An owner is entitled to inspect the Association's accounting books and records to verify the amounts owed on their account pursuant to California Civil Code 5205. If it is determined that the owner has paid the assessments on time, the owner will not be liable to pay the charges, interest, and costs of collection associated with collection of those assessments.

13. Owners have the right to provide a secondary address for mailing for purposes of collection to the Association. An owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to send notices to the indicated secondary address from the point the Association receives the request.

1. Prior to recordation of the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and costs of collection, including attorneys' fees, must be paid in full to the Association. The mailing address for overnight payments of assessments is Motif at Glendora Place Owners Association, c/o Vintage Management, 30212 Tomas, Suite 280, Rancho Santa Margarita, CA 92688, unless the account has been turned over to the association's trustee or attorney, then the owner would need to call said party for the full amount owed and their correct mailing address.

14. The foregoing policies and practices shall remain in full force and effect until such time as they may be changed, modified, or amended in their entirety, by a duly adopted resolution of the Board of Directors. This policy is subject to change upon 30 day written notice.

Payment Plan Fee \$25.00 (per month)

Return Payment Fee \$25.00

ATTACHMENTS

Violation Complaint Report

Vehicle Registration Form

Tenant Registration Form

**MONTIF AT GLENDORA OWNERS ASSOCIATION
VIOLATION COMPLAINT REPORT**

Return form to: Motif at Glendora Place Owners Association
c/o Vintage Group
30212 Tomas, Suite 280
Rancho Santa Margarita, CA 92688
Phone: (855) 403-3852
Fax: (800) 996-3051
Website: www.vintagegroupre.com

Name: _____

Address: _____

Daytime Phone Number: _____

DETAILED DESCRIPTION OF INCIDENT (Please give as much information as possible such as date, time, name and address of person(s) involved, damage, location, license # or anything else which may be pertinent):

Provide the names and phone numbers of any witnesses:

1. _____

2. _____

3. _____

Were any photographs taken? Yes ___ No ___ By whom? _____

Attach all photographs to this form or forward to the Association as soon as possible. Include photographer's name and date photographs were taken, and the names of any individuals present.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO ME. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS, AND IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS.

Signature

Date Signed

Printed Name

**MOTIF AT GLENDORA PLACE OWNERS ASSOCIATION
VEHICLE REGISTRATION FORM**

Return form to: Motif at Glendora Place Owners Association
c/o Vintage Group
30212 Tomas, Suite 280
Rancho Santa Margarita, CA 92688
Phone: (855) 403-3852
Fax: (800) 996-3051
Website: www.vintagegroupre.com

In an effort to help monitor vehicles in the Motif at Glendora Place community, the Management Company will be distributing guest parking permits (hang tags).

The following information is required to obtain vehicle decals:

1. Proof of residency (i.e. utility bill)
2. Proof of identity (i.e. government issued ID)
3. Copy of vehicle registration

All of the following information below is required:

Last Name(s): _____
First Name(s): _____
Home/Cell Phone #: _____
Address: _____

Vehicle One

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

Vehicle Two

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

Vehicle Three

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

This section for use by Management Company Only

Decal Numbers Issued:

- #1. _____
- #2. _____
- #3. _____

Decal distribution: I acknowledge that I live within the _____ community and/or have authorization to receive the decals as listed above.

Homeowner/Tenant Signature: _____
Homeowner/Tenant Signature: _____

Date: _____
Date: _____

MOTIF AT GLENDORA PLACE OWNERS ASSOCIATION
TENANT REGISTRATION FORM

Return form to: Motif at Glendora Place Owners Association
c/o Vintage Group
30212 Tomas, Suite 280
Rancho Santa Margarita, CA 92688
Phone: (855) 403-3852
Fax: (800) 996-3051
Website: www.vintagegroupre.com

Owner(s) Name: _____

Mailing Address: _____

Contact Information (phone, email): _____

Residential Unit Address: _____

Resident Key Fob #'s Assigned: _____

Tenants:

(1) Name: _____
(LAST) (FIRST)

Home Phone Number: _____ Cell Phone Number: _____

Email Address: _____

Vehicle Information (include year, make, model, color and license plate state and number: _____

Vehicle Information (include year, make, model, color and license plate state and number: _____

(2) Name: _____
(LAST) (FIRST)

Home Phone Number: _____ Cell Phone Number: _____

Email Address: _____

Vehicle Information (include year, make, model, color and license plate state and number: _____

Vehicle Information (include year, make, model, color and license plate state and number: _____

(3) Name: _____
(LAST) (FIRST)

Home Phone Number: _____ Cell Phone Number: _____

Email Address: _____

Vehicle Information (include year, make, model, color and license plate state and number: _____

Vehicle Information (include year, make, model, color and license plate state and number: _____

PLEASE LIST ANY OTHER PERSONS IN RESIDENCE, INCLUDING CHILDREN

1. _____
 2. _____
 3. _____
 4. _____
- _____

**MOTIF AT GLENDORA PLACE
OWNERS ASSOCIATION
RESIDENTIAL DESIGN GUIDELINES**

1. **Introduction.** The goal of these Residential Design Guidelines is to maintain the aesthetic beauty of Motif at Glendora Place.

Prior to making any Improvements to your Residential Unit or any Exclusive Use Easement Area appurtenant to your Residential Unit such as your porch or deck (collectively, "**Residential Unit**"), you must first submit a complete Design Review Application to the Board or, if there is one, to the Design Review Committee. After receiving written approval from the Board and complying with applicable city/governmental agencies, you may install your Improvements, or undertake your approved action. 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.

These Design Guidelines are subject to the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Motif at Glendora Place ("**Declaration**") and the Bylaws of Motif at Glendora Place Owners Association ("**Bylaws**"). The Association has the power to revise the rules, regulations, guidelines, policies and procedures set forth in these Design Guidelines from time to time. If you would like to contribute suggestions for these Design Guidelines, please submit them to the Management Company for consideration by the Association. In the event of any conflict between these Design Guidelines and the Declaration or the Bylaws, the provisions of the Declaration or the Bylaws (whichever applies) shall prevail.

It is recommended that you refer to Article 8 of the Declaration in conjunction with these Design Guidelines to insure a complete understanding of the submittal and review process to the Association. If at any time you have any questions regarding the review process, please contact your Management Company.

As you read through these Design Guidelines, you will encounter initially capitalized terms. Except as otherwise defined in these Design Guidelines and as the context otherwise requires, those initially capitalized terms have the same meanings given them in the Declaration.

If any of the provisions of these Design Guidelines are held to be invalid, the remainder of the provisions shall remain in full force and effect.

2. **Purpose; Application.** 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 the Community. As set forth in the Declaration, the Board has the power to review and approve all Improvements upon or around any Residential Unit.

3. **Design Review Committee.** The Board also has the power to delegate its review and approval rights under Article 8 of the Declaration to a Design Review Committee. If formed, the Design Review Committee will consist of a minimum of 3 members and a maximum of five (5) members. Additionally, 1 alternate member may be designated by the Board to act as a substitute on the Design Review Committee in the event of absence or disability of any member. As provided in Section 8.11 of the Declaration, the Board and/or the Design Review Committee shall have the right, but not the obligation, to assign a professional within the architecture field to work in conjunction with the Design Review Committee and/or Board in the approval of Plans and Specifications. **If no Design Review Committee is formed by the Board of Directors, then the Board will conduct all design review. There will be references throughout this document to the Design Review Committee. If no Design Review Committee is appointed, then such references will refer to the Board.**

4. **Design Review Approval**

4.1 **Submittal of Application:** Prior to the commencement of any addition, alteration, construction work or other Improvements of any type on any Residential Unit, you must first submit an application to the Board for approval of such work. Unless specifically exempted under these Design

Guidelines, you should submit an application for approval of all Improvements in accordance with the procedures set forth below. A copy of the Design Review Request Form is attached to these Design Guidelines. The following is intended to describe some of the Improvements which require approval by the Board. Even though a proposed Improvement may not be listed below, you should submit an application for your proposed Improvement, unless the Declaration or Design Guidelines specifically exempt that particular Improvement from design review.

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

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

- (a) Hard surface flooring (tile, marble, granite, wood, etc.), or for Residential Units 11 and 12, floor coverings of any type per Section 6.2.7(c) of the Declaration
- (b) Plumbing, HVAC, electric
- (c) Security system
- (d) Permanent fixtures
- (e) Ceilings and columns
- (f) Any other Improvement which may impair or alter the structural integrity of the building or the Residential Unit
- (g) Any change or modification impacting the transference of sound

4.3 Improvements in Exclusive Areas: All improvements within any Exclusive Use Easement Areas (decks and porches) require the approval by the Board.

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

4.5 Design Review Process and Procedures

4.5.1 Application for Approval: All applications for any Improvements requiring approval by the Board must be submitted in writing on the Design Review Request Form attached to these Design Guidelines ("**Design Review Request Form**"), together with the items described below ("**Submittal Package**"). A copy of the Design Review Request Form can also be obtained from the Management Company.

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

4.5.3 Submittal Package: In order to expedite the approval process, the Submittal Package for any Improvements must include 2 sets of each of the following:

- (a) Design Review Request Form
- (b) Plans and specifications showing the location, nature, kind, shape, type, height and materials, including the color, material and any other requirements set forth herein ("**Plans and Specifications**"), clearly indicating all proposed modifications
- (c) Floor plans, if an Owner is requesting permission to remove or relocate a wall
- (d) Description of materials and colors and material samples
- (e) A proposed construction schedule (including proposed start and completion dates)
- (f) Certificates of insurance (including contractors exclusions and proof of valid workers compensation insurance)
- (g) Permits and licenses, if applicable
- (h) Submittal package review fee in the amount specified.

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

The Submittal Package with the appropriate fees and deposits should be sent to the address set forth on the Design Review Request Form.

4.5.4 Submittal Package Review Fees

(a) **Submittal Fees.** The submittal fee for a full review by the Design Review Committee is \$35.00. The submittal fee for a full review when a consultant is required by the Design Review Committee is \$150.00. The submittal fee should be made payable to the Motif at Glendora Place Owners Association and will be required for full reviews.

(b) **Outside Consultant Fee:** The Board may also require an Owner to pay any fees, costs or expenses associated with the review and approval of the Owner's Plans and Specifications by an outside consultant or any costs associated with the review of the Plans and Specifications by an architect on the Design Review Committee, if any.

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

(d) **Deposit:** In addition to the submittal package review fee, upon approval of the Plans, the applicant may be required to deliver a deposit to cover any damage to Association Property and to assure that the Owner follows the procedures set forth in the Governing Documents. Each applicant is solely liable for all damage caused by an applicant or any contractors, subcontractors, including, but not limited to, all fines and surcharges levied against the applicant by the Board. The applicant'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 applicant, then all work must cease until the deposit has been replenished to an amount determined by the Board.

4.6 Review of Application:

4.6.1 By Management Company. The Management Company shall, on 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 Management Company will forward the Submittal Package to the Design Review Committee. The Management Company may determine and notify the Owner that, based upon the proposed Improvements or the complexity of the proposed Improvements, 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 Owner for completion prior to review by the Design Review Committee. The Submittal Package shall be deemed complete 10 days after delivery to the Management Company unless the Owner is informed otherwise by the Management Company before expiration of the 10 day period.

4.6.2 By Design Review Committee. 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 Management Company. The Management Company will then provide to the Owner submitting the application for design review a written notice of the actions taken by the Design Review Committee within 30 days from the date of receipt of the Submittal Package along with 1 set of the Submittal Package, appropriately marked with the Design Review Committee's action. If an Owner does not receive notice of the action by the Design Review Committee within such 30 day period, then the Owner shall have the right to deliver a reminder notice to the Design Review Committee and Management Company. If the Owner does not receive a response within 15 days after delivery of the Owner's reminder notice to the Design Review Committee and the Management Company, the Submittal Package will be deemed approved provided that any Improvements conform to all conditions and restrictions contained in these Design Guidelines and the Declaration and are in harmony with similar structures erected within the Community

4.6.3 Resubmittal. 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 30 day period. If the re-submittal is not prompt or includes substantially revised Plans and Specifications, an additional 30 days may be required to complete the Design Review Committee's review.

4.6.4 Design Review Committee Decisions. The decision of the Design Review Committee on any proposed improvement shall be made in good faith and may not be unreasonable, arbitrary or capricious. Such decisions shall be in writing and shall be consistent with any Applicable Laws including, without limitation, Civil Code Section 4765. If a proposed change is disapproved, the written decision shall include both an explanation of why the proposed change is disapproved and a description of the procedure for reconsideration of the decision by the Board if the Design Review Committee and not the Board disapproved the application.

4.7 Review by the City. Upon obtaining written approval of a Submittal Package from the Design Review Committee, the Owner shall thereafter submit plans and specifications to the City if the proposed Improvements require the issuance of a building permit or other City required approval. In the event of a discrepancy between this document and City requirements, the most restrictive standard shall prevail. The Association will not be responsible for actions taken by government agencies. In the event that the City requires modifications to the plans and specifications previously approved by the Design Review Committee, the Owner shall submit to the Design Review Committee all modifications to the plans and specifications. The Design Review Committee shall have the right to review and impose further conditions on such modifications which are not inconsistent with the requirements imposed by the City. The Design Review Committee shall have the right to impose conditions to its approval of proposed Improvements that are more restrictive than conditions as may be imposed by the City.

4.8 Improvement Plans: Plans and Specifications for works of Improvement must be prepared in accordance with the applicable building codes, and with sufficient clarity and completeness to enable the Board to make an informed decision on your request.

4.9 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.

5. General Conditions. Approval by the Board does not constitute waiver of any requirements required by any governmental agencies. Design review 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 Board is to review submittals for architectural design of Improvements, placement of Improvements, color schemes, exterior finishes and materials and similar features which are recommended for use in the 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 Rules and Regulations, each Owner shall also comply with the following restrictions and guidelines.

5.1 Building Permits: Building permits may be required for certain Improvements or changes. The applicant shall obtain Board approval of any Improvements requiring a building permit prior to requesting such permit from the City.

5.2 Mechanic's Liens. No Owner may cause or permit any mechanic's lien to be filed against the Community for labor or materials alleged to have been furnished or delivered to the Community or any Condominium for such Owner, and any Owner who does so shall immediately cause the lien to be discharged within 10 days after notice to the Owner from the Board. If any Owner fails to remove such mechanic's lien, the Board may, discharge the lien and charge the Owner a Special Assessment for such cost of discharge.

5.3 Damage to Association Property: An Owner shall be responsible for any damage to Association Property. All applicable charges for restoration will be charged back to the Owner by the Association and are due and payable within 30 days from notification to the Owner.

5.4 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.

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

6. Requirements for Contractors, Subcontractors and any Other Work

6.1 Insurance and Contractors License: Each Owner shall ensure that all contractors, subcontractors, or any other person or entity who/which performs work on or within the Community, including the interior of any Residential Unit, shall provide proof of comprehensive general liability insurance in amounts deemed adequate by the Board, proof of valid workers compensation insurance as required by statute, a California State Contractors License (if applicable) and a Business License (if applicable) to the Design Review Committee. **The Association shall be named as an additional insured on the certificates of insurance for the period of time the work is in progress, which must be submitted to the Association together with the deposit before work may commence.**

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

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

6.4 Trash and Debris: All trash and debris must be carried off-site on a daily basis.

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

6.6 Working Hours: Working hours for any Improvements are limited to Monday through Friday, 8:00 a.m. to 6:00 p.m., and Saturday from 9:00 a.m. to 5:00 p.m. No work is allowed on Sunday or on Federal and State holidays. Workers may access the Community 30 minutes before the applicable "Working Hours," but may not make any disruptive noise until "Working Hours." Painting that does not disrupt others and work that does not create disturbing noise, vibrations or odors is not subject to the "Working Hours" limitation.

6.7 Parking of Vehicles: Contractors must park vehicles in accordance with the Residential Rules and Regulations and any other requirements established by the Association.

6.8 Conduct by Workers: Workers are not allowed to bring their pets within the Community. Workers are prohibited from creating nuisance noise unrelated to the construction work. All workers must wear shoes, pants or shorts and shirts at all times. Now workers may use the power from the Association Property.

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

6.10 Fire Safety Devices: No one shall remove any permanent smoke detectors or carbon monoxide detector anywhere in or about a Residential Unit or the Association Property. If spray paint, sanding, or any other work that could potentially set off the smoke detectors will be performed, it is permissible to cover smoke detectors with plastic (and no other material), but the plastic must be removed at the end of the each day.

6.11 Equipment: Contractors must use their own equipment. The use of electricity facilities within Association Property is prohibited. The Association is not responsible for the disappearance of any tools, equipment or materials left on Association Property. Any damage to the Private Streets, curbs, landscaped areas or other Association Property improvement shall be repaired at the applicant's expense.

7. Failure to Comply with Required Procedures. If any design change is made without the approval of the Design Review Committee or any violation of the Design Guidelines occurs, the Design Review Committee may deliver written notice of the violation to the Owner. The violation notice shall specify a time period for removal of the non-conforming Improvement that 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. If an Owner fails to remove the non-conforming Improvement within the time period specified in the violation notice, the Design Review Committee shall inform the Board. The Board shall then provide the Owner with Notice and Hearing to consider the Owner's continuing violation. At the Hearing, if the Board finds that there is no valid reason for the continuing violation, the Board may levy a fine in accordance with the fine schedule set forth in the Residential Rules and Regulations and/or may determine the estimated costs of correcting the violation. The Board may require the Owner to remedy or

correct the violation within a period of not more than 45 days from the date of the Board's determination. If the Owner does not comply with the Board's decision within such period or within any extension of such period as the Board, in its discretion, may grant, the Board may either remove the non-complying Improvement or remedy the violation. The costs of such action shall be assessed against the Owner as a Compliance Assessment. The decision of the Board shall be final.

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

9. Reconsideration of Disapproval by the Design Review Committee. If a Design Review Committee is appointed and it disapproves any application or approves any design review request, the Owner making such design review request may submit a written request for reconsideration to the Board. The Board must receive the written request for reconsideration not more than 30 days following the disapproval decision of the Design Review Committee. Within 30 days following receipt of the written request for reconsideration, the Board shall render its written decision in accordance with California Civil Code Section 4765. The decision of the Board shall be binding and final. Reconsideration by the Board is not required if the Board is acting as the Design Review Committee.

10. Inspection and Correction Of Work

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

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

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

10.3 Inspection: Within thirty (30) days of its receipt of the Notice of Completion, the Board, or its duly authorized representative, shall have the right to enter into Residential Unit, as provided in Section 8.8.3 of the Declaration, to inspect such Improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved Plans and Specifications. If the Board finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner in writing of such non-compliance within 30 days after the inspection, specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance.

10.4 Non-Compliance: If, upon the expiration of 30 days from the date of such notification, the Owner shall have failed to remedy such non-compliance, the Board after affording such Owner notice and hearing, shall determine whether there is a non-compliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If non-compliance exists, the Board shall require the Owner to remedy or remove the same within a period of not more than 30 days from the date of the Board ruling. If the Owner does not comply with the Board ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board, at its option, may either remove the non-complying Improvement or remedy the non-compliance and the Owner shall reimburse the Association for all costs and expenses incurred in connection therewith upon demand and release the Association from any claims arising from such work. If such expenses are not promptly repaid by the Owner to the Association, the Board shall, after notice and hearing, levy a Compliance Assessment against such Owner for reimbursement.

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

10.6 Estoppel Certificate: If an Owner requests an estoppel certificate from the Board pursuant to Section 8.14 of the Declaration, the Owner shall pay the applicable processing fee charged by the Management Company.

10.7 Design Review 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 Residential Rules and Regulations and the other Governing Documents.

10.8 Antenna and Satellite Dish. These guidelines are not intended in any way to impair the installation, maintenance or use of Covered Antenna (as defined below). These guidelines are not a part of a pre-approval submittal process as described in Article 8 of the Declaration; however, the Board has the right to ensure that any Covered Antenna installed by Owners are installed in accordance with the following guidelines. If an Owner or an Occupant installs a satellite dish, the Owner is responsible to submit a completed and signed Notice of Satellite Dish Installation Form prior to installation of the satellite dish using the form attached to these Design Guidelines.

10.8.1 Definitions:

(a) **"Antenna"** - any device used for the transmission and receipt of video or audio services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS), including antennas that have limited transmission capability which are designed to aid the user in selecting or using video programming. A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.

(b) **"Covered Antenna"** - an Antenna covered by the FCC's Over-the-Air Reception Devices (OTARD) Rule.

10.8.2 Antenna Size and Type: Owners may install the following Covered Antennas in accordance with these Design Guidelines, provided that such rules do not unreasonably delay Covered Antenna installation, maintenance, or use; unreasonably increase the cost of Covered Antenna installation, maintenance, or use; or preclude reception of acceptable quality signals from Covered Antennas. If an Owner desires to install an antenna that is not a Covered Antenna, such installations shall require the approval of the Board in accordance with the procedures set forth in Article 8 of the Declaration.

(a) Antennas designed to receive Direct Broadcast Satellite (DBS) service that are 39.4 inches (1 meter) or less in diameter.

(b) Antennas designed to receive Multipoint Distribution Service (MDS) that are 39.4 inches (1 meter) or less in diameter.

(c) Antennas designed to receive television broadcast signals, regardless of size.

10.8.3 Location:

(a) Covered Antennas shall be installed solely on Exclusive Use Easement Area and shall not encroach upon, or overhang into, any Association Property or any other Owner's Residential Unit or Exclusive Use Easement Area.

(b) Covered Antennas shall be located in a place shielded from view from other Residential Units, from streets, or from outside the Community to the maximum extent possible. If Covered Antennas can receive acceptable-quality signals from more than one location, then Covered Antennas must be located in the least visible preferred location.

(c) If an installation cannot comply with the previous section because the installation would unreasonably delay, unreasonably increase the cost, or preclude reception of acceptable-quality signals, the Owner must ensure that the installation location is as close to a conforming location as possible. The Association may request an explanation of why the nonconforming location is necessary.

10.8.4 Installation and Removal:

(a) Covered Antennas shall be neither larger nor installed higher than is absolutely necessary for reception of an acceptable-quality signal.

(b) Unless otherwise prohibited by law, Covered Antennas installed within the Exclusive Use Easement Area must be installed on a stand or tripod only and such stand or tripod may not puncture or penetrate the floor surface of the Exclusive Use Easement Area or the walls of the building surrounding the Exclusive Use Easement Area.

(c) All installations shall be completed so that they do not materially damage any Association Property or void any warranties of the Association or other Owners, or in any way impair the integrity of any building in the Community. Owners are liable for any personal injury or damage occurring to Association Property or other Owners' Exclusive Use Easement Area arising from installation, maintenance, or use of a Covered Antenna. Covered Antenna removal requires restoration of the installation location and any other affected locations, if any, to their original condition. Owners shall be responsible for all costs relating to restoration of these areas.

(d) Any antenna installer shall comply with the requirements for contractors and subcontractors set forth in these Design Guidelines. The purpose of this regulation is to ensure that Covered Antennas are installed in a manner that complies with building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures, posing a potential safety hazard to other Owners and personnel.

(e) Installation on Exclusive Use Easement Areas:

The following devices shall be used whenever possible:

(1) Devices that permit the transmission of telecommunications signals through a glass pane without cutting or drilling a hole through the glass pane or other Association Property; and

(2) Devices such as ribbon cable that permit the transmission of telecommunications signals into a Residential Unit through a window or door without penetrating the wall; and

(3) Existing wiring for transmitting telecommunications signals and cable services signals.

10.8.5 Covered Antenna Paint Color

(a) Provided that paint will not degrade the signal, Covered Antennas and wiring shall be neutral in color or painted to match the color of the structure (wall, railing) near where they are installed.

(b) Exterior Covered Antenna wiring shall be installed so as to be minimally visible and blend into the material to which it is attached.

10.8.6 Safety. Because the Association has a legitimate safety interest in preventing personal injury or property damage occurring due to improper or unsafe Covered Antenna installation, Owners must follow the listed safety guidelines:

(a) Covered Antennas shall be installed and secured in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations, and manufacturer's instructions. If an Owner must obtain a permit in compliance with a valid safety law or ordinance, then the resident shall provide a copy of that permit to the Association before installation. The purpose of this rule is to ensure that Covered Antennas are installed safely and securely, and to minimize the possibility of detachment and resulting personal injury or property damage.

(b) Unless the above-cited codes, safety ordinances, laws, and regulations require a greater separation, Covered Antennas shall not be placed within 5 feet of electrical power lines (above-ground or buried) and in no event shall Covered Antennas be placed where they may come into contact with electrical power lines. The purpose of this requirement is to prevent injury or damage resulting from Covered Antenna contact with power lines.

(c) Covered Antennas shall not obstruct access to or exit from any doorway or window of a Residential Unit, walkway, ingress or egress, electrical service equipment, water shut-off valves, or any other areas necessary for the safe operation of the Community. The purpose of this requirement is to ensure the safe ingress or egress of Owners and management personnel.

(d) To prevent electrical and fire damage, Covered Antennas shall be permanently and effectively grounded.

(e) To prevent detachment during a storm, Covered Antennas shall be installed to withstand wind speeds of 70 mph.

10.9 Drainage. There shall be no interference with the established drainage patterns over any Residential Unit or Association Property unless an adequate alternative provision is made for proper drainage and written approval is obtained from the Board.

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

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

10.10 Flags and Flag Poles

10.10.1 Submittal Requirements:

Flags of the United States need not be submitted for Board approval provided that they conform to the following guidelines. However, the Association reserves its rights set forth in the Declaration to prohibit Improvements that may pose a health or safety risk in the Community.

10.10.2 Guidelines:

(a) Owners may display a flag of the United States made of fabric, cloth or paper displayed within a Residential Unit or on a tripod within the Exclusive Use Easement Area.

(b) Owner may not display a depiction or emblem of the United States flag made of lights, paint, roofing, siding, paving materials, or any other similar building or landscaping component.

(c) All other flags must be submitted to the Board in accordance with the procedures set forth in the Declaration and these Design Guidelines.

10.11 Water Supply Systems. Water systems must be submitted for Board approval. Water systems must be professionally installed. An Owner is strictly liable for any damage, including water intrusion and any mold or mildew resulting from the installation of any water system.

No individual water supply or water softener system shall be permitted in any Residential Unit unless such system is designed, located, constructed and equipped in accordance with requirements, standards, and recommendations of any applicable water district, the City, applicable governmental authorities and the Homeowner Maintenance Manual.

10.12 Window Coverings and Treatments

10.12.1 Installation. Each Owner shall, within 90 days after the Close of Escrow for his or her Residential Unit, install window coverings on all windows. Window coverings may consist of curtains, draperies, blinds, shades or shutters. Aluminum foils or other reflective materials, bed sheets, papers, and the like may not be applied to windows, at any time.

10.12.2 Condition of Window Coverings. Each Owner is responsible for the care and maintenance of the window coverings. Drapes, curtains, shutters, blinds and other window materials must be kept in good condition. The Association can compel an Owner to replace shabby and torn materials exposed to the exterior.

10.13 Decks or Porches

10.13.1 Outdoor furniture: Outdoor furnishings must be in good condition. Furniture in a state of disrepair (i.e., torn cushions, rusting frames, faded or torn umbrellas) is prohibited.

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

10.14 Flooring and Floor Coverings

10.14.1 Submittal Requirements. Except for those floors installed by Declarant, no Residential Owner shall install flooring (including without limitation tile or hardwood floors) or replace any flooring unless the prior approval of the Board has been obtained. As a condition to approving the installation or replacement of flooring, the Owner shall submit to the Board 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.

10.14.2 Floor Coverings for Residential Units 11 and 12. Portions of floors in Residential Units 11 and 12 may be constructed with sound control matting or other noise mitigation measures. Owners of Residential Units 11 and 12 desiring to replace floor coverings in their Residential Units must obtain the prior written consent of the Board in order to ensure that the replacement flooring and its installation is compatible with the noise mitigation materials installed by Declarant.

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

Residents shall not cause or permit noises to be made in their Residential Unit or in the Association Property, which interfere with the peace and quiet of other residents.

Owners may not take any actions that may interfere with the structural noise mitigation improvements installed in the Residences, including, but not limited to:

- (a) Puncturing, piercing or otherwise altering any party walls (walls shared with another residence).
- (b) Installing any sound system, stereo speakers or other entertainment system on any party wall.
- (c) To minimize the noise transmission from a Residential Unit, each Owner shall adhere to the following:
 - (d) On all party walls (walls shared with another residence), acoustical sealant shall be packed around the point of penetration of all pictures and other decorative items hung from the wall that require nailing or screwing.
 - (e) Speakers for music reproduction and television shall be elevated from the floor by a proper acoustic platform.
 - (f) Pianos shall have at least ½ inch neoprene pads under the supports to minimize vibration transmission into the structure.

10.16 Signs

10.16.1 Submittal Requirements: Noncommercial signs and posters that are more than 9 square feet in size and noncommercial flags or banners that are more than 15 feet in size must be submitted to the Board in accordance with the procedures set forth in the Declaration and these Design Guidelines.

10.16.2 Guidelines:

- (a) The color and style of signs must be harmonious with the exterior surface of the building.

(b) Noncommercial signs made of lights, roofing, siding, paving materials, flora or balloons or any other similar building, landscaping or decorative component, or painting of architectural surfaces are not permitted.

(c) Signs shall not be attached to the walls of any Exclusive Use Easement Area.

(d) 1 sign advertising the Residential Unit for sale or lease must not be larger than 18" by 30" in size.

10.17 Solar Energy Systems. Each Condominium Building has a common roof that the Association owns and maintains. Each Owner may use the portion of the roof located directly over the Owner's Residential Unit for a solar energy system that provides exclusive service to such Owner's Residence. Any Owner who desires to install a solar energy system on the roof directly over his or her Residential Unit must complete the solar energy system Installation Request Form and submit it to the Design Review Committee. The Association will provide the Owner with a list of the approved solar energy system companies for Motif at Glendora Place. If the Design Review Committee approves the request, the Design Review Committee will provide the applicant with an Action by Association for Installation of Solar Energy System. As a condition of approval of a solar energy system, the applicant will be required to sign a recordable Agreement Regarding Real Property (Solar Energy System) which will provide the terms and conditions upon which the applicant can install the solar energy system. The restrictions set forth in the Agreement Regarding Real Property (Solar Energy System) are intended to protect the value and functionality of the roof and the interests of the Association and other Owners in the affected Condominium Building. The owner will also be required to complete a roof inspection with the Association's roofing contractor for sign off on the installation as it pertains to the warranty. This cost will be the responsibility of the owner installing the system.

ATTACHMENTS

Design Review Request Form

Notice of Completion

Notice of Satellite Dish Installation Form

Solar Energy System Installation Request Form

Action by Association for Installation of Solar Energy System

Agreement Regarding Real Property (Solar Energy System)

**MOTIF AT GLENDORA PLACE OWNERS ASSOCIATION
DESIGN REVIEW REQUEST FORM**

Return form to: Motif at Glendora Place Owners Association
 c/o Vintage Group
 30212 Tomas, Suite 280
 Rancho Santa Margarita, CA 92688
 Phone: (855) 403-3852
 Fax: (800) 996-3051
 Website: www.vintagegroupre.com

Name: _____ Date: _____

Property Address: _____

Mailing Address (if different from above): _____

Home Phone: _____ Business/Mobile Phone: _____

SUBMITTAL CHECK LIST: (Please include 2 sets of the following)

- Design Review Request Form
- Plans and specifications showing the location, nature, kind, shape, height and materials, including the color and any other requirements set forth herein ("**Plans and Specifications**"), clearly indicating all proposed modifications
- Floor plans, if an Owner is requesting permission to remove or relocate a wall
- Description of materials and colors and material samples
- A proposed construction schedule (including proposed start and completion dates)
- Certificates of insurance (including contractor's exclusions and proof of valid workers compensation insurance)
- Permits and licenses, if applicable
- Submittal Fee \$35 for full review when no consultant required. If Design Review Committee requires a consultant, the submittal fee is \$150.00.

Start ____/____/____/ Finish ____/____/____/ Floorplan: _____

ARCHITECTURAL IMPROVEMENT(S)

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

I/we assume the responsibility for any work, including conformity of completed improvements to the plans and specifications as approved by the Board or, if appointed, the 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. Further, I/we assume full responsibility for any work and that I/we or my contractor accomplishes which may, in the future, adversely affect adjacent properties and/or Association Property. I/we will assume responsibility for all future maintenance of this modification and/or improvement.

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

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

_____ Approved _____ Approved with Conditions _____ Disapproved

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

Further Conditions:

Board/Design Review Committee:

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

**MOTIF AT GLENDORA PLACE OWNERS ASSOCIATION
NOTICE OF COMPLETION**

Return form to: Motif at Glendora Place Owners Association
c/o Vintage Group
30212 Tomas, Suite 280
Rancho Santa Margarita, CA 92688
Phone: (855) 403-3852
Fax: (800) 996-3051
Website: www.vintagegroupre.com

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

Address: _____
Residential Unit #: _____

The work of Improvement described as _____

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

Signature of Owner: _____

Signature of Owner: _____

Date: _____

**THIS SECTION FOR BOARD/DESIGN REVIEW COMMITTEE
USE ONLY:**

Date Received: _____

Date Inspection Performed: _____

Work completed in accordance with approved plans;

File closed date: _____

Work not in compliance with approved plans;

See comments and/or corrections as noted below:



Board//Design Review Committee

Date

**MOTIF AT GLENDORA PLACE OWNERS ASSOCIATION
NOTICE OF SATELLITE DISH INSTALLATION FORM**

Return form to: Motif at Glendora Place Owners Association
 c/o Vintage Group
 30212 Tomas, Suite 280
 Rancho Santa Margarita, CA 92688
 Phone: (855) 403-3852
 Fax: (800) 996-3051
 Website: www.vintagegroupre.com

Applicant Name: _____ Date: _____

Property Address: _____

Mailing Address (if different from above): _____

Home Phone: _____ Business/Mobile Phone: _____

Email: _____

Satellite Dish Agreement:

I, _____ (*Insert Your Name*), owner of the above-referenced Residential Unit, have read the antenna and satellite dish Design Guidelines for the Association and agree to install the device per the requirements.

The device will be installed on _____ (*Insert Install Date*). I understand that if the satellite dish device CANNOT be installed per the antenna and satellite dish Design Guidelines, I must submit an application for design review and approval PRIOR to installation detailing the proposed installation.

I understand that after installation, if the device is not in FULL and COMPLETE compliance, I am 100% monetarily responsible for making all necessary changes to the installation in order to bring the device into compliance. I am also aware that any damage resulting from the installation is my responsibility to repair.

I understand if I sell my Residential Unit, I am responsible for the removal of the satellite dish device and must repair any and all damage to the area where the dish was installed, including all areas of wiring, etc.

 Signature Date

Board Use Only

IN COMPLIANCE NOT IN COMPLIANCE

Corrections Required:

Signature: _____ Date: _____

**MOTIF AT GLENDORA PLACE OWNERS ASSOCIATION
SOLAR ENERGY SYSTEM INSTALLATION REQUEST FORM**

Return form to: Motif at Glendora Place Owners Association
c/o Vintage Group
30212 Tomas, Suite 280
Rancho Santa Margarita, CA 92688
Attn: Property Manager
Website: www.vintagegroupre.com
Phone: (855) 403-3852

Applicant Name: _____ (“Applicant”) Date: _____

Property Address: _____

Mailing Address (if different from above): _____

Home Phone: _____ Business/Mobile Phone: _____

The Applicant is requesting to install a Solar Energy System (“**Solar System**”) on the Association-owned roof of the Condominium Building in which the above-referenced Residence is located.

DESCRIPTION OF PROPOSED SOLAR SYSTEM

Description of proposed Solar System, including the type of system including a depiction or designation of the visual effect of the installation of the Solar System:

Provide the name and contact information for the proposed solar installer, together with the license number for the installer of the Solar System:

Describe the location for the installation of the Solar System or provide a depiction:

Provide information regarding the weight of the Solar System:

Time Period for Installation of the Solar System:

By signing this Request Form, I certify that I/we are the Owners of the Residential Unit described above and that the foregoing is a true representation and description of the Solar System that Applicant plans to install.

Owner's Signature: _____ Date: _____

Print Name: _____

Owner's Signature: _____ Date: _____

Print Name: _____

**MOTIF AT GLENDORA PLACE OWNERS ASSOCIATION
ACTION BY ASSOCIATION FOR INSTALLATION
OF SOLAR ENERGY SYSTEM**

To: _____

Applicant Name: _____ ("Applicant") Date: _____

Property Address: _____ ("Residence")

Mailing Address (if different from above): _____

Home Phone: _____ Business/Mobile Phone: _____

Motif at Glendora Place Owners Association ("**Association**") has reviewed and approved the application by Applicant dated _____ and hereby grants permission to the Applicant listed above to install a solar energy system on the portion of the roof located over the Owner's Residence subject to compliance by Applicant with the terms and conditions set forth in the "Agreement Affecting Real Property (Solar Energy System)" attached hereto and incorporated herein ("**Solar Agreement**"). Since the application by Applicant is to install a solar system on the roof of a Condominium Building that includes multiple residences ("**Affected Building**"), the reasonable restrictions set forth in the Solar Agreement are intended to protect the value and functionality of the Association's roof and the interests of the Association and the other Owners in the Affected Building.

By signing this Request Form, I certify that I/we are the Owners of the Residence described above and that I/we agree to be bound by all of the covenants and requirements set forth above.

Owner's Signature: _____ Date: _____

Print Name: _____

Owner's Signature: _____ Date: _____

Print Name: _____

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

The Board/Design Review Committee has determined that the Solar Energy System Installation Request on the previous page and the attached plans and specifications are:

_____ Approved _____ Approved with Conditions _____ Disapproved

	See notes on plans.
	Resubmit with more details for _____
	Submit originally reviewed plans with revised drawings.
	Other Comments:

--	--

Further Conditions (in addition to conditions set forth in the Agreement Affecting Real Property):

Board/Design Review Committee:

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

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

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

THIS SPACE ABOVE FOR RECORDER'S USE

APN: _____

AGREEMENT REGARDING REAL PROPERTY (SOLAR ENERGY SYSTEM)

THIS IS AN AGREEMENT AFFECTING REAL PROPERTY (SOLAR ENERGY SYSTEM) ("**Agreement**") made on this ___ day of _____, 20__ by and between the MOTIF AT GLENDORA PLACE OWNERS ASSOCIATION ("**Association**") and _____ ("**Owner**"). The Association and Owner are referred to herein collectively, as the "**Parties**" and individually, as "**Party**."

RECITALS:

A. The Association manages and maintains that certain planned development situated in the City of Glendora, County of Los Angeles, State of California known as "Motif at Glendora Place" ("**Community**"). The Community is governed by that certain Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Motif at Glendora Place recorded on _____, in the Official Records of the County of Los Angeles as Instrument No. _____ ("**Declaration**").

B. Owner holds fee title to that certain real property located in the Community commonly described as Residential Unit No. ___ ("**Property**"). The legal description for the Property is attached hereto as **Exhibit "A"** and incorporated herein. The residence is a condominium ("**Residence**").

C. Under the Declaration, the Association owns and is obligated to maintain, repair and replace the roof on the Residence, which is located in the condominium building that includes multiple Residential Units (as defined in the Declaration) ("**Affected Building**").

D. Owner desires to modify the roof of the Affected Building located directly over the Residence ("**Installation Area**") by installing a mounted solar energy system ("**Solar System**") and the Association has agreed to permit the modifications to the Installation Area subject to the terms and conditions set forth in this Agreement.

E. Owner has applied to the Association for approval to install the Solar System, as more specifically set forth in the Owner's application.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as set forth below.

1. **Association Approval.** The Association has reviewed and approved Owner's application dated _____ and hereby grants permission to the Owner to install a Solar System on the Installation Area on the roof of the Affected Building subject to compliance by Owner with the terms and conditions set forth in this Agreement. Since the application by Owner is to install a Solar System on the Installation Area on the roof of the Affected Building, the restrictions set forth in this Agreement are intended to protect the value and functionality of the Association's roof and the interests of the Association and the other Owners in the Affected Building.

2. **Service Providers.** The Association has the right to designate companies authorized to access the roof of the Affected Building to install, maintain, repair, replace and/or remove the Solar System ("**Approved Solar Installers**"). Only Approved Solar Installers may access the roof or perform any work on the Association-owned roof. Owner shall contact the Association to obtain the list of Approved Solar Installers prior to accessing the roof or performing any work on the Association-owned roof. The Association reserves the right to designate different or additional Approved Solar Installers.

3. **No Encumbrances.** No Owner or Approved Solar Installer shall encumber or otherwise record or file any UCC Financing Statement or secure an interest in an Association-owned building or any other real property owned by the Association.

4. **Insurance.** As a condition to performance of the installation of the Solar System, Owner shall provide proof of insurance by Owner and by the Approved Solar Installer prior to commencing installation of the Solar System which shall include the following:

(a) **Liability.** As to Owner: Comprehensive general liability insurance, in standard form, with limits of _____ (\$_____) for bodily injury and property damage each occurrence and _____ (\$_____) in the aggregate. As to Approved Solar Installer: Commercial general liability insurance, including personal and bodily injury liability broad form property damage liability, and blanket contractual liability with a combined single limit of not less than _____ Million Dollars (\$_____) each occurrence.

(b) **Worker's Compensation:** As to Owner: workers' compensation insurance in statutory form to the extent necessary to comply with all applicable laws. As to Approved Solar Installer: workers' compensation insurance, including, but not limited, to coverage for the Approved Solar Installer's employees, agents, subcontractors and volunteers, insurance in statutory form to the extent necessary to comply with all applicable laws and employers liability insurance of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence.

(c) **Policy Requirements:** All policies shall be specifically endorsed to provide that the coverage will be primary and that any insurance carried by the additional insureds shall be in excess and non-contributory and shall contain a waiver of subrogation in favor of said entities. All insurance required shall be issued by insurance companies authorized to do business in California and shall have an AM Best Rating of at least A, VIII and shall be specifically endorsed to provide that such coverage shall not be canceled or materially changed without at least thirty (30) days' prior written notice to the Manager of the Association. The certificates of insurance must list "Motif at Glendora Place Owners Association" and the management company as additional insureds on a separate endorsement form. Owner represents and warrants that the Approved Solar Installer's liability insurance policy has no exclusion for limiting or eliminating coverage for work on condominiums commonly known as a "multi-family exclusion" endorsement.

5. **Performance of the Work.** Owner shall cause the Solar System to be installed, maintained, repaired and replaced in a safe, good and workmanlike manner which will minimize interference with other owners in the Community and in accordance with industry standards, the manufacturer's plans, specifications and requirements, the Owner's application for design approval, and this Agreement. No changes in plans and specifications shall be made without the prior written approval of Association. Owner shall obtain and pay for all permits, licenses and City or other inspections made necessary by the installation, maintenance, repair or replacement of the Solar System and agrees to

comply with all applicable City ordinances, building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures, posing a potential safety hazard to other owners and personal property. Installation of the Solar System shall be completed so that it does not materially damage the roof of the Affected Building, any Association Property or other Residential Units (as defined in the Declaration) or void any warranties of the Association or other owners, or in any way affect the structural, mechanical, plumbing, electrical, or life safety systems of the Affected Building as a whole, or of any other Residential Units (as defined in the Declaration) in the Community.

6. **Supervision Association Consultant Review.** Owner shall supervise the installation, maintenance, repair or replacement of the Solar System and ensure correct and strict compliance with this Agreement. Owner shall be fully responsible for all acts, performance and conduct of the Approved Solar Installer and others retained by such Approved Solar Installer on or near the Association Property (as defined in the Declaration). Association shall have the right to require that installation methods be approved by the Association's consultant prior to installation of the Solar System and that the consultant certify that the installation will not affect the roof of the Affected Building; provided the Association provides Owner with reasonable notice in advance of the Association's intent to exercise this option. Owner shall make all portions of the Solar System available at all times for inspection and testing by the Association's consultant and/or agents and shall pay the Association's reasonable expenses for such consultant review.

7. **Notice to the Association.** Owner shall provide at least fifteen (15) days written notice to the Association prior to installation of the approved Solar System.

8. **Hours of Work.** Work on the Solar System shall only be performed between the hours of 8:00 a.m. and 5:00 p.m. on Monday through Fridays, excluding any holidays and in accordance with City ordinances.

9. **Location.** The Solar System may only be installed within the portion of the roof located within the Installation Area. In addition, the Solar System shall not encroach upon, or overhang into, any other portion of the Association Property (as defined in the Declaration).

10. **Inspection.** Within thirty (30) days after receiving notice from Owner that the Solar System installation is complete using the Notice of Completion form attached to the Design Guidelines, the Board, or its duly authorized representative, shall have the right to inspect the Solar System and roof to determine whether the Solar System was installed in substantial compliance with the approved Plans and Specifications and whether the roof was not damaged by such installation. If the Board finds that such installation caused damage to the roof or was not performed in substantial compliance with the approved Plans and Specifications, it shall notify the Owner in writing of such non-compliance within such thirty (30) day period, specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance.

11. **Non-Compliance.** If an Owner fails to remedy such non-compliance within thirty (30) days after the date of notification of non-compliance, the Board, after affording the Owner notice and hearing, shall determine whether there is a non-compliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If non-compliance exists, the Board shall require the Owner to remedy or remove the same within a period of not more than thirty (30) days from the date of the Board ruling. If the Owner does not comply with the Board ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board, at its option, may either remove the non-complying Solar System or remedy the non-compliance and the Owner shall reimburse the Association for all expenses incurred in connection therewith upon demand. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Compliance Assessment (as defined in the Declaration) against such Owner for reimbursement. If for any reason the Board fails to notify the Owner of any non-compliance within sixty (60) days after receipt of the Notice of Completion from the Owner, the Solar System shall be deemed to be in accordance with said approved Plans and Specifications.

12. **Owner Responsibility for Damage.** Owner assumes full responsibility for any damage resulting to persons or to the Association Property, the Residence, roof of the Affected Building or property owned by the Association or other persons caused by installation, maintenance, or operation of the Solar System, including without limitation, damage to the structural integrity or water-tight properties of the roof of the Affected Building. Owner is liable for any personal injury or damage occurring to the roof or other Association Property arising from installation, maintenance, or use of a Solar System. If the Solar System is removed, Owner shall restore the Installation Area of the roof of the Affected Building and any other affected locations, if any, to their original condition. Owner shall be responsible for all costs related to restoration of these areas.

13. **Indemnification.** Owner, by its signature below, consents and agrees to indemnify, protect, defend and hold the Association and its management company, officers, directors, volunteers, or employees and the original developer of the Motif at Glendora Place Community and all other Owners in the Affected Building entirely free and harmless from and against any and all claims, costs, expenses, liabilities, actions and damages, including without limitation, attorneys' fees and costs and costs of enforcing this indemnification arising from or attributable to any acts or omissions of Owner, the Approved Solar Installer or contractor, or any of their respective heirs, personal representatives, successors, assigns, officers, agents, employees, subcontractors, or material suppliers arising out of or based upon (a) installation, use, maintenance, repair, replacement or encroachment of the Solar System, (b) Owner's breach of this Agreement, (c) the conduct or actions of Owner within or outside the scope of this Agreement, (d) any negligent act or omission or willful misconduct of Owner, or (e) any injuries to property and/or to persons, including death.

14. **Maintenance.** Owner and any successor owners of the Property shall be responsible for maintaining, repairing and replacing Owner's Solar System. Only agents and contractors that have been approved by the Association shall be permitted access to the roof for the purposes of maintaining Owner's Solar System. Owner is responsible to keep the Solar System in good working order and condition. Owner shall cause an approved service provider to inspect the Owner's Solar System as reasonably necessary to ensure Owner's Solar System is functioning properly and is not causing damage to any portions of the roof on the Affected Building. The Association shall have the right to oversee any maintenance or repairs to be completed on behalf of Owner to ensure that the remaining portion of the roof of the Affected Building is not damaged. Owner takes full responsibility for and releases the Association from any liability for damage to persons or personal property within Owner's Property and the other Residential Units (as defined in the Declaration) in the Affected Building resulting from water intrusion through, around or under the Solar System.

15. **Owner Not to Interfere with Association Property Maintenance.** Owner agrees that Owner's installation of the Solar System shall not interfere with the Association's maintenance, repair or replacement of the roof on the Affected Building. This means that when the Association maintains, repairs or replaces the roof on the Affected Building, Owner shall pay any extra expense incurred by the Association resulting from the presence of the roof-mounted Solar System such as removal and re-installation. If Association has to maintain, repair or replace the roof on the Affected Building or any portion thereof, Owner agrees to cooperate with Association to timely remove the Solar System and to re-install it. Association shall have the option to require Owner to perform the timely removal and re-installation of the Solar System when Association maintains, repairs or replaces roof on the Affected Building or any portion thereof. The Association shall give Owner at least seven (7) days prior written notice when Association or the Association's contractor intends to access the Installation Area on the roof of the Affected Building for maintenance, repair or replacement of such area except in cases of emergency where reasonable notice will not be provided.

16. **Right to Enter.** If the Board determines that Owner has failed or neglected to adequately maintain or repair the Solar System, upon seven (7) days prior written notice by Association to Owner, Association shall have the right to maintain, repair or remove the Solar System as provided in the Declaration due to Owner's failure to maintain the Solar System and to charge Owner for all expenses incurred, which may be added to Owner's account as an Compliance Assessment. If the Association

determines that a dangerous condition exists or there is a threat to the safety of community residents caused by the Solar System, Association may remedy the condition without prior written notice to Owner.

17. **Association Approval Required.** In addition to approval for installation, Owner shall obtain the prior written approval of the Design Review Committee or the Board before altering, changing, modifying, repairing or replacing the Solar System.

18. **Insurance of Solar System.** Owner shall have the obligation to maintain its own property insurance on the Owner's Solar System, at its sole cost and expense and shall, upon request by the Association, provide a certificate of such insurance to the Association.

19. **Damage and Destruction.** In the event of any damage or destruction to the Community, and as a result, the Affected Building is not rebuilt, the Association shall not have any liability or obligations to Owner with regard to the Solar System. If the Affected Building is rebuilt, Owner's right to access the roof to reinstall Owner's Solar System shall be suspended until such time as the Affected Building is complete and the Association authorizes the reinstallation.

20. **Safety.** Because the Association has a legitimate safety interest in preventing personal injury or property damage occurring due to improper or unsafe Solar System installation, Owners must follow the safety guidelines set forth below.

(a) The Solar System shall be installed and secured in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations, and manufacturer's instructions. If an Owner must obtain a permit in compliance with a valid safety law or ordinance, then the Owner shall provide a copy of that permit to the Association before installation. The purpose of this requirement is to ensure that Solar Systems are installed safely and securely, and to minimize the possibility of detachment and resulting personal injury or property damage.

(b) To prevent detachment during a storm, the Solar System shall be installed to withstand wind speeds in accordance with California Building Code requirements.

21. **Compliance with Governing Documents.** Owner shall comply with all other terms and conditions of the Declaration and the other Governing Documents as defined in the Declaration.

22. **Contractor's License.** Installation, maintenance, repairs and replacement of the Solar System shall be performed by a licensed, bonded and adequately insured contractor who is trained and certified to install the type of roof-mounted Solar System proposed by Owner.

23. **Interruption of Service.** Owner agrees that Association shall not be liable for any interruption in service or for interference with the Solar System when the Association maintains, repairs or replaces roof or other portions of the Affected Building.

24. **Recordation of Agreement.** This agreement shall be recorded.

25. **Additional Restrictions.** Association retains the right to impose additional reasonable restrictions upon access, installation, maintenance, repair and/or replacement of Solar Systems located within the Community. Owner agrees to comply with such additional restrictions adopted by the Association.

26. **Runs with the Land.** Owner agrees that the obligations under this Agreement shall be continuous, and that it is his/her desire and intention to create an equitable servitude running with the land which shall be binding on Owner's heirs and successors-in-interest.

27. **General Provisions.**

(a) **Attorneys' Fees.** In the event of litigation between the Parties to this Agreement, the court shall award reasonable attorneys' fees and costs to the prevailing party.

(b) **Binding Agreement.** The provisions of this Agreement shall be deemed to bind the heirs, successors, assigns, transferees and grantees of the Parties to this Agreement.

(c) **Severability.** If any term, covenant, condition or provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

(d) **Interpretation.** No provision of this Agreement shall be interpreted against any Party because that Party, or their legal representative, drafted the provision.

(e) **Governing Law.** This Agreement governed by California law. If any action is brought by any party to interpret or enforce this Agreement, each Party hereby agrees that the forum for such action or actions shall be a court of competent jurisdiction within the County of Ventura, State of California.

(f) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(g) **Entire Agreement.** This Agreement and any written architectural approval constitute the entire agreement between the Parties. No oral or written communications or negotiations that occurred before the execution of the Agreement or the architectural approval shall be considered to be a part of the Agreement.

(h) **Amendment.** The Agreement can be modified only by a written document signed by both Parties.

(i) **Waiver.** A waiver by either Party of a breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach.

(j) **Captions.** The captions heading each section of this Agreement form no part of the Agreement.

(k) **Notices.** Any notice required or permitted to be given under this Agreement shall be sufficient, if in writing, sent by certified mail, overnight mail or hand delivered to the Owner's address on file with the Association or to the management company for the Association.

(l) **Recitals.** The Recitals are incorporated herein and made a part of this Agreement.

(m) **Opportunity for Counsel.** Owner represents and warrants that he or she has had ample opportunity to consult his or her legal counsel prior to signing this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties represent they have read, understand and agree to be bound by the terms of this Agreement and have signed on the dates set forth below.

OWNER:

DATE: _____

DATE: _____

ASSOCIATION:

DATE: _____

MOTIF AT GLENDORA PLACE OWNERS
ASSOCIATION, a California nonprofit mutual
benefit corporation

By: _____

Name: _____

It: _____

By: _____

Name: _____

It: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

[Attached hereto]