

UNION SQUARE AT BROADWAY HOMEOWNERS ASSOCIATION RULES

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UNION SQUARE AT BROADWAY HOMEOWNERS ASSOCIATION RULES

1. **BUILDING ACCESS**

Union Square at Broadway is equipped with video cameras, controlled access doors and locking mechanisms, proximity sensor panels, fire monitoring and fire-life systems and related building improvements. However, no building has completely secured facilities and no warranty is made or implied as to resident safety. It takes the vigilant observation and prompt action of the Owners in order to prevent accidents, unauthorized access and failure of these systems. Please report any observed condition and violations promptly to the General Manager and/or the property manager.

All occupants of the residences, including lessees, will be assigned and issued proximity fobs by the Association. These fobs are a vital part of the overall security system. The loss or unauthorized distribution of these fobs weakens the security system. These fobs are used for access at the main entrances and parking garage entrance. Access to certain areas in the common area may be restricted based upon the area or during restricted time periods.

There is a \$75 charge for the replacement of each access fob that may be lost or which ceases to work or is damaged. The charge must be paid by check. No cash payments will be accepted. Damaged fobs can be replaced at the Management Office for the cost of the fob. The charge must be paid by check, no cash payments.

The Association does **NOT** and will **NOT** assume **ANY** risk for injury, loss or damage of any kind, directly or indirectly resulting from, or connected with, the resident's choice to issue keys to cleaning personnel, employees, visitors, etc. The Association, Board of Directors, and management shall not be liable for any occurrence or incident connected to this action.

2. **GENERAL MANAGER**

2.1 The General Manager is available during normal working hours to assist residents in reporting items of concern related to maintenance, building access, and other community related items. Under the key opt-in/opt-out program described in the "Unit Key Opt-in/Opt-out Waiver & Release of Liability Form," master keys may be held by the General Manager for emergencies only.

2.2 Residents may not leave keys with the General Manager. All Association staff is instructed to refuse keys or envelopes that appear to contain keys.

2.3 Residents should not request General Manager to enter private residences. Staff is instructed to evaluate maintenance requests and either contact appropriate personnel to address maintenance or refer the resident to an appropriate source.

3. GARAGE AND PARKING

The subterranean parking garage is for Residential Owners only. All spaces are assigned and exclusive use to those Units they have been designated to. Likewise, all exclusive use storage rooms (deeded) and cages purchased by Owners are assigned to and for the exclusive use of those Units they have been designated to and transfer to new Owners with the Unit.

3.1 Please maintain safe and proper speeds while driving in the garage areas (5 mph). There may be blind spots present. It is recommended that your headlights be turned on while driving in the garage area.

3.2 Excessive oil leaks and stains caused by a resident's vehicle will be subject to fines and/or the cost of clean-up and repairs. (A \$100 fine may be imposed against an Owner for oil clean-up.) Please use and monitor the condition of oil catching and absorbing materials underneath your vehicle to prevent excessive staining. Preventative maintenance of your vehicle will help to alleviate this issue.

3.3 Parking spaces, which are the exclusive use of an Owner/resident of a Unit, may be leased to other residents subject to termination of the lease upon conveyance of either condominium. Rental of a parking space shall not give to any lessee the right to vote or any other rights of membership in the Association.

3.4 No excessive noise from vehicles or revving up of engines is permitted. Vehicles, which are of sufficient volume when driven to set off car alarms in the garage, may not be parked in the parking garage.

3.5 Boats, jet skis, trailers, campers or unregistered vehicles, etc., are not permitted in the project.

3.6 Any vehicles parked in stalls assigned to other residents may be towed away at vehicle owner's expense.

3.7 No working on vehicles is permitted anywhere in the garage area. This includes, but is not limited to, washing, waxing, changing oil, light maintenance, etc.

3.8 Please take care when opening your car doors so you do not chip the paint off your neighbor's car.

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

3.10 Your vehicle(s) must fit in your space(s) and not affect the aisle or your neighbor's space. If you have tandem parking spaces, you may park one oversize vehicle across both spaces. Oversized vehicles which do not fit in your space(s) must be parked off the premises. The term vehicles refers to, but is not limited to, the following: mopeds, motorcycles, trucks and automobiles.

- (a) Residents may park more than one motorized vehicle within a parking space as long as the second motorized vehicle fits within the parking space as marked and does not affect the aisle or your neighbor's space. Residents may not park more than two motorized vehicles within a single parking space as marked. If you have tandem parking spaces, you may park a maximum of four motorized vehicles within the adjoining tandem spaces as long as all four vehicles fit within the parking spaces as marked and do not affect the aisle or your neighbor's space.
- (b) Residents may also park a small motorized vehicle within the area between the curb block of the resident's space and the garage wall as long as the vehicle does not affect the aisle or a neighboring space.
- (c) Vehicles shall only be parked in the resident's assigned parking space within the parking lines as marked, except for parking within the area between the curb block for the assigned parking space and a common garage wall. Any vehicle parked partially or entirely on any non-paved surface or beyond or across the space limitations for the parking space or in an unauthorized or non-designated location may be towed without notice at the vehicle owner's expense. Unauthorized parking locations include, but are not limited to:
 - (i) Non-designated parking areas without two white parking space lines.
 - (ii) Any area that obstructs ingress or egress from Union Square.
 - (iii) Any area that blocks or impedes the free flow of traffic within the garages.
 - (iv) Any area that blocks or impedes any other parking space.

3.11 Homeowners or renters of units may use the assigned parking space(s) as outlined in Rule 10, but may not rent out their assigned parking spaces to non-residents.

4. COMMON AREAS/ASSOCIATION PROPERTY

4.1 Residential common areas and Association property may include: corridors and halls, elevators, lobbies, lounges and kitchen, spa area, fitness center and locker rooms, parking garage (except for exclusive use areas assigned to the Unit) and the building structure.

4.2 Parents or guardians are responsible for the conduct of their minor children and grandchildren. Because of the Association's concern for their safety and to ensure the comfort and privacy of other residents, children must not be

allowed in the elevators, passageways, recreation areas, lobbies or common areas unless accompanied by an adult.

4.3 No loud talking, unnecessary noises or boisterous conduct is permitted at any time. This includes, but is not limited to, televisions, radios, and/or other sound emitting devices. Common courtesy shall be observed at all times. Consideration of your neighbors will enhance the enjoyment and tranquility of all.

4.4 Owners will be responsible for any and all actions of their guests, lessees, contractors, employees, and anyone on the premises by their instruction, invitation or permission.

4.5 Owners will be responsible for and bear all costs of repairs and/or replacement for any damage to the building, recreational facilities, equipment, or any other common area property, if it is determined that the damage was caused by the Owner, its lessees, guests, employees or contractors.

4.6 Obstruction of the corridors, lobbies, hallways, or entranceways throughout the property is not permitted.

4.7 No Owner shall store or place anything in the common areas, lobbies, hallways or public areas. This includes, but is not limited to, potted plants, signage, pictures, paintings, items of furniture, etc.

4.8 No signs, symbols, door knockers or similar features and equipment shall be hung, installed, or attached to the door or entry area to the residential Unit, which can be seen from the common area corridor and hallway.

4.9 Dusting, brushing or cleaning personal belongings in any common area is not allowed.

4.10 Outside signs may not be placed in the windows or on the balconies of any residential unit.

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

4.12 Proper attire must be worn whenever entering the common areas or Association property. Shoes and shirts are required to be worn at all times while in the common areas (except within the spa areas and Recreation Facilities). Anyone going to and from the fitness room and spa area in a bathing suit must wear a cover-up. Precautions should be taken to prevent excess water from dripping onto interior surfaces and flooring, which may cause a slippery and dangerous condition.

4.13 The lobbies or lounge areas may not be used for napping or sleeping. These areas are strictly for the meeting and entertainment of guests and members.

4.14 Neither residents nor their families, employees, agents, visitors, licensees nor servants shall distribute or cause to be distributed any advertising, pamphlet, free newspaper or any other printed matter on or in any portion of the property or resident cars. This includes door-to-door solicitation, electioneering,

etc. Please report violators immediately to the front desk or on-site management office.

4.15 Residents must not prop open any common area or residence door or perimeter gates at any time.

4.16 The roof area, related mechanical rooms and internal stairwells are off limits for use by guests or residents except in an emergency situation. Severe fines may be levied for violation of this rule.

4.17 Skateboards, non-motorized scooters, bicycles, or rollerblades are not allowed in any interior common areas, including the garage.

4.18 Smoking is not allowed in any common areas, building corridors or elevators, patios or balconies. Smoking is only allowed in the Units with the doors and windows closed.

4.19 The On-site General Manager will handle Lost and Found. Please turn in any found items to that office.

4.20 No odorous matters shall be emitted upon or about the Project in such quantity as to be readily detectable outside the physical boundaries of the space within which such odor was generated.

4.21 Should an emergency situation occur, the building personnel and all other types of emergency personnel shall have authorization to enter your residence using forcible entry, if necessary. In the event that this emergency entry is not the direct result of a resident maintenance item or action, the Association will be responsible for damages caused by the Association to your Unit.

4.22 No exterior clothesline shall be erected or maintained or hung on balconies or railings within the Project and there shall be no exterior drying or laundering of clothes or any other items on any Exclusive Use Common Area or Association Property.

4.23 No patio, deck, balcony, or parking spaces shall be used for storage purposes, including, without limitation, the storage of bicycles.

4.24 Any Owner whose tenant, guest or occupant, etc., is reported to have accessed the roof area other than exclusive use patios, will be assessed an automatic \$1,000 fine.

5. RECREATION AREAS

The recreation areas, which are located in the common areas of Union Square at Broadway, are: the lounge, fitness center and spa areas including saunas. Please note the following general rules:

5.1 The recreation areas are for the exclusive use of all Residential Owners, lessees and their guests. Proper identification must be presented to security or management personnel upon request.

5.2 Personal furniture, other than that provided by the Association, shall not be used in the recreation areas. Association provided furniture, accessories, games and equipment shall not be removed from those areas. Persons who use these recreation rooms and areas are responsible for the removal of all articles brought there by them, including towels, books and magazines, food and beverages, and related debris and trash.

5.3 Glass containers are not to be brought into the recreation areas with the exception of the lounge, which does allow use of glassware.

5.4 Running, horseplay, loud noises or activities, drunken or lewd behavior is prohibited.

5.5 All persons using the recreation areas do so at their own risk.

5.6 Additional rules may be posted in the recreation area from time-to-time by the Association, managing agent or manager, and residents must conform therewith.

5.7 No portion of the Common Area, including the recreation areas, may be used by Owners, lessees or their guests for commercial purposes. Owners and lessees may have a personal trainer work with them in the recreation areas but no owner or lessee may provide any training or other commercial service to others in the Common Area.

6. **SPA AREA**

6.1 Spa hours:

Daily 6:00 a.m.–11:00 p.m.

6.2 Children 14 years and younger must be accompanied at all times by a responsible adult.

6.3 The use of the spa is expressly limited to Residential Owners, Lessees and their invited guests. Each Unit is limited to four (4) guests total, at any given time. At no time shall any group monopolize the facilities.

6.4 Guests on an extended stay (over 2 weeks) are considered members of the household and may use the facilities unaccompanied. Extended-stay guests must register with the Association and are subject to all community guidelines contained within the Project Handbook or posted in common areas and recreation areas. Other guests may use the facilities only when accompanied by the host. Please do not extend an open invitation to others to drop by the spa at any time for a swim.

6.5 Absolutely no running, pushing, or horseplay around or in the spa area will be permitted. This includes “dunking” activities. At no time shall there be any loud noise, disturbance or other activity that creates a nuisance to residents.

6.6 No infant, young child or person subject to involuntary natural bodily functions is permitted to use the spa without proper and effective diaper protection.

6.7 Inflatable items, sun-mats, surfboards, Styrofoam floats, or other large objects of this nature will not be permitted. Only flotation devices for small children (i.e., water wings) shall be permitted.

6.8 No person is to enter the spa after application of any tanning or sunscreen preparation without taking a shower. Please do not use suntan oil without rinsing off first.

6.9 This also applies to life preservers, life-saving hooks and related spa equipment. These items are for safety purposes, not for recreation. Spa area equipment is not to be removed from the area.

6.10 **NO GLASSWARE OF ANY KIND IS ALLOWED IN THE SPA AREA.** Containers of an unbreakable nature will be allowed provided they are disposed of in the proper manner.

6.11 No pets are allowed in the spa area at any time.

6.12 Bicycles, skateboards, scooters, roller-skates, roller-blades, toys or other wheeled vehicles are not allowed in the spa area at any time.

6.13 Only persons dressed in standard swimwear are allowed in the spa. Nudity in these areas is not permitted.

6.14 Persons with skin disorders, colds, coughs or communicable diseases are asked to refrain from pool use due to the obvious risk of health problems to other individuals.

6.15 Immoral, lewd, or indecent conduct is prohibited in the spa, fitness center, sauna areas, and all other common areas including exclusive use common areas.

6.16 Portable TV's and radios are not permitted unless used with headphones.

6.17 No child under the age of 14 years shall be allowed in the spa unless accompanied by a legal guardian. It is recommended that pregnant women, persons with heart problems, high blood pressure, or diabetes refrain from using the spa for health reasons.

6.18 The Board of Directors reserves the right to deny use of the spa to anyone at any time.

6.19 The Association is not liable, and does not assume any liability whatsoever, for injury, property damage or any kind of loss arising in connection with the use of the spa, fitness facilities or sauna. **The spa and recreation areas have no lifeguard on duty.**

7. FITNESS CENTER

7.1 Hours of the Fitness Center are:

Daily 6:00 a.m.–11:00 p.m.

7.2 Residents must be at least eighteen (18) to use the Fitness Center without an adult or legal guardian. It is recommended that children not use the Fitness Center including the weight room.

7.3 All guests must be accompanied by a resident.

7.4 All equipment shall be wiped down after each use. Please bring your own towel.

7.5 All equipment is to be used as intended. Please lower the weight stacks on the equipment to their start positions to avoid striking other plates.

7.6 Residents shall not store or place any personal equipment in the Fitness Center.

7.7 No glass containers or food items are allowed in the Fitness Center.

7.8 No overnight storage is allowed in the fitness center.

7.9 All persons using the Fitness Center do so at their own risk.

8. STORAGE AREAS (ROOMS AND CAGES)

The storage areas consist of exclusive use storage rooms (deeded) and cages purchased by Owners. Under no circumstances shall flammable or explosive items be placed in any storage areas. Union Square at Broadway is not responsible for any loss or damage to items placed in the personal storage areas. Storage in these areas is strictly at resident's sole risk.

8.1 Gas powered machines, firearms, fuel tanks, explosives and/or flammable material are prohibited, inside the storage.

8.2 No flammable, combustible or explosive fluid, material, chemical or substance of any kind shall be used in any storage areas.

8.3 Items of personal property may not be stored in the garage area unless in the personal storage areas.

9. DISTURBANCES/NUISANCES

9.1 Residents are responsible at all times for the reasonable conduct of themselves, their occupants and guests. Loud or boisterous conduct anywhere on Union Square at Broadway property, including your residence that disturbs the comfort and quiet enjoyment of others is prohibited.

9.2 In the event a neighbor or guest is causing a disturbance, the person being inconvenienced should telephone the General Manager at the time of the disturbance.

9.3 No person shall discharge into the Project's sewer system or storm drain, any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety, welfare, or violate any law, or subject any Owner to liability under state and federal law for any clean-up or cause injury or damage to neighboring property elsewhere on the Project.

9.4 No air pollutants or contaminants sufficient to create a nuisance shall be discharged.

9.5 The volume of radio, stereo sets, televisions and musical instruments shall be held at a reasonable level at all times so other residents are not disturbed. After 10:00 p.m., the volume must be significantly reduced so as not to disturb other residents.

9.6 Speakers and floor supported musical instruments (i.e., pianos and organs) must be properly isolated from direct contact to floors and walls in order to minimize vibrations.

10. **ANIMALS**

The Association understands how important pets are to their Owners; equally as important are the other resident's right to quiet enjoyment of their property. Unit Owners, their lessees, invitees, guests and contractors must at all times adhere to the provisions concerning pets detailed in the Association documents. The following rules expand on these provisions:

10.1 Not more than a total of two (2) dogs or two (2) cats, or a combination of one dog and one cat shall be permitted to be maintained at Union Square, provided such animals are not kept, bred or raised for commercial purposes.

10.2 No Owner or tenant may maintain any aquarium or other container, which contains or can hold more than 30 gallons of water.

10.3 No livestock or poultry shall be kept, maintained, or bred in any Residential Unit or elsewhere within Union Square.

10.4 Domestic reptiles, birds, and fish (subject to the 30 gallon restriction noted above) shall be permitted so long as such animals are kept in the interior of a Residential Unit and are (a) kept as household pets, (b) are not so excessive as to disturb the quiet enjoyment by other Residents, (c) are not kept, bred or raised for commercial purposes or, as determined by the Board, in unreasonable numbers, and (d) do not constitute a nuisance or threat to the personal safety of other residents.

10.5 Visitors who stay more than forty-eight (48) hours must obtain a guest pass for any pets brought into the building.

10.6 All pets in the Community must be properly licensed and vaccinated.

10.7 All pets in the Community must be registered with the Association office.

10.8 If a resident wishes to keep a service animal in the Community and that animal does not meet any requirements in these Rules and Regulations or the Declaration for animals in the Community, the resident must provide the Board a doctor's certificate, in a form approved by the Board, attesting to the resident's need for the service animal.

10.9 Any types of pets and any dogs known to be aggressive, dangerous and having known propensities for causing serious injury and/or death, and specific pets of which the Association has actual knowledge and has made a determination regarding such dangerous propensities are prohibited.

10.10 The Board shall specifically have the power to prohibit the keeping or maintenance of any animal, which, in the opinion of the Board, after Notice and Hearing, is deemed by the Board to constitute a nuisance to any other Resident and exclusive opinion of the Board.

10.11 Owners shall be responsible for a pet's nuisance and noise disturbance. Dogs are not to bark unnecessarily or incessantly. Dog owners who fail to control their pet's nuisance and noise disturbance will be in direct violation of the Rules and Regulations, subject to a hearing and possible fines.

10.12 All dogs and cats must be on a leash at all times when traveling through the Common Area and Association Property. Leashes may be no longer than approximately (6) feet in length. If a retractable/extendable leash is utilized, which can extend beyond this limit, such Residential Owner is required to lock such leash approximately (6) feet in length. Dogs or cats may also be contained in a pet carrier while traveling in the Common Area.

10.13 Pet owners shall take steps to ensure the health, safety and welfare of their neighbors, as it relates to the handling of their pet. Such steps must include, but are not limited to, cleaning up after their pet. Pet owners who fail to clean up their pet(s)' fecal matter or urine within any portion of the Common Area or Association property will be in violation of the Rules and Regulations, subject to a hearing and possible fines.

10.14 The Association, its Board, officers, employees and agents shall have no liability (whether by virtue of this Declaration or otherwise) to any Owners, their family members, guests, invitees, tenants, and contract purchasers for any damage or injury to persons or property caused by any pet absent any willful or wanton negligence on the part of the Association, or its Board, Officers, employees and agents.

10.15 Pets are not allowed in the following common areas: lounge, exercise room, spa, saunas and restrooms.

10.16 UNCONTROLLED ANIMALS in the Common Area are subject to be turned over to the Humane Society and/or the owner of the pet will be subject to a fine levied by the Association.

10.17 Pet owners must control their pets at all times so as to not destroy, ruin or otherwise damage planted areas, trees, shrubbery or other landscaped areas on the Property.

11. DELIVERIES

Management and the Association cannot be responsible for the acceptance and/or delivery of parcels to a resident's Unit in the absence of the resident. Parcels delivered by UPS, Federal Express, the U.S. Postal Service and others that cannot fit in the mailbox may not be accepted and held by the General Manager for resident pickup.

Similarly, the Association and General Manager may not be held responsible for any deliveries including floral arrangements, gifts, furniture and the like. All furniture deliveries must be scheduled in advance with the General Manager. Any unscheduled deliveries may be subject to a \$500 fine. See #14 below regarding furniture deliveries and moves.

12. SOLICITING

It is our goal to prevent you from being subjected to the constant interruption and inconvenience of peddlers, solicitors and surveyors. Soliciting of any nature is absolutely forbidden on any part of the property, premises or common areas. Please contact the General Manager if you observe any violations of this rule.

13. INSURANCE

Each Owner shall maintain property insurance against losses to real and personal property located within the Unit and to any upgrades or Improvements located within the Unit including, but not limited to, any Improvements made by an Owner, any personal property, decorations, floor and wall coverings, appliances, cabinets, fixtures or other items therein, or any exterior items for which the Owner is responsible for maintenance, repair and replacement by the terms of the Restated Declaration. Owners shall also maintain liability insurance against any liability resulting from any injury or damage occurring within the Unit. The Association's insurance policies will not provide coverage against any of the foregoing. All Owners hereby waive all rights of subrogation against the Association, and any insurance maintained by an Owner must contain a waiver of subrogation rights by the insurer as to the Association provided, however, that a failure or inability of an Owner to obtain such a waiver shall not defeat or impair the waiver of subrogation rights between the Owners and the Association. No Owner shall separately insure any property covered by the Association's property insurance policy as described above. If any Owner violates this provision and, as a result, there is a diminution in insurance proceeds otherwise payable to the Association, the Owner will be liable to the Association to the extent of the diminution. The Association may levy a reimbursement assessment against the Owner's Condominium to collect the amount of the diminution.

13.1 Insurance Policy Deductibles. The Board of Directors shall have the power, in its sole discretion, to determine the amount of any deductible applicable to any insurance policy carried by the Association. In the event of a covered claim under the Association's property policy, the responsibility for payment of any deductible shall be as follows:

- (a) Owners shall be responsible for the deductible, if the covered loss occurs only to the Owner's real or personal property, or other property the Owner is responsible for repairing or replacing ("Owner Property").
- (b) The Association shall be responsible for the deductible if the covered loss occurs only to any real or personal property owned by the Association, or other property the Association is responsible for repairing or replacing ("Association Property").
- (c) If the covered loss occurs to any Owner Property and any Association Property, or to more than one Owner's Property, the responsibility for the payment of any deductible shall be apportioned among the affected parties on the basis of the ratio of each party's insured loss to the total insured loss under that policy.
- (d) The foregoing notwithstanding, if the Board determines the damage or loss is caused by the negligence or misconduct of any Owner, or resident, guest, tenant or invitee of an Owner or is the Owner's responsibility pursuant to Section 7.32 of the Restated Declaration such Owner shall be liable for the full amount of the deductible.

14. MOVING AND FURNITURE MOVES

14.1 When moving in or out, residents must coordinate their schedules and book an elevator with the General Manager at least one (1) week in advance and also submit a refundable three hundred-dollar (\$300.00) security deposit. To ensure full return of your deposit, each resident will be accompanied by the moving coordinator designated by the Board on a "pre/post" move in/out inspection of the area to be traveled during the move. Please make your check payable to "Union Square at Broadway Homeowners Association."

14.2 A moving fee of \$140.00 for the first 4 hours will be charged plus \$35.00 for each additional hour which will be paid directly to the moving coordinator designated by the Board. A Saturday furniture delivery of one or two pieces total is a fee of \$90.00 for a maximum of one hour. All moving fees are subject to change.

14.3 Move in/out and furniture delivery hours are Monday through Friday 8:00 a.m. to 4:00 p.m., with a base limit of four (4) hours per day. Saturday weekend moves can be scheduled for the 1st and 3rd Saturday of each month (Buildings 2 & 3 only). Saturday moves will not be allowed in Building 1. No deliveries or move in or outs are allowed on Sunday.

14.4 If a moving company will be used, prior to any move, residents shall provide management with a certificate of insurance for workers' compensation and liability insurance with minimum limits of \$2,000,000.00 for the moving company, naming Union Square at Broadway Homeowners Association and FirstService Residential as additionally insured.

14.5 All floor areas are to be protected with carpet runners from the utility service elevator to the Unit. The protective coverings must be removed and the floor cleaned by 9:00 p.m. each day.

14.6 The moving company must ensure the elevator is padded at all times during moving.

14.7 All trash and debris must be carried off-site on a daily basis by your moving company. The trash dumpsters inside the garage may not be used for disposing of debris. There is a possibility that residents may make arrangements for an extra trash bin. Please contact the office for further details.

14.8 The resident is responsible for protecting the walls and floors of the building during the move.

14.9 Unscheduled moves are not permitted and the Owner of the involved Unit is subject to a fine of \$500.00.

14.10 If you see an illegal move-in/out, please call management at (619) 525-0050. Illegal move-ins/outs damage our stucco, elevators and walkways.

15. **ELEVATOR USE**

15.1 Please do not play with the elevator stop switches. The elevators have been electronically programmed to provide the most efficient service under normal conditions. Holding open elevator doors, pressing order buttons and corridor buttons unnecessarily will cause the service to be less efficient.

15.2 If the elevator stops unexplainably and stalls, **REMAIN CALM!** Use the phone provided in the elevator to notify Building Management. Emergency personnel will come as soon as possible to let you out.

15.3 Guests under school age are not permitted to ride the elevators unless accompanied by an adult. Parents should emphasize to their children that elevator abuse will not be tolerated.

16. **TRASH DISPOSAL**

16.1 Trash, garbage, or other waste shall be kept only in sanitary containers. No Owner shall permit or cause any trash or refuse to be kept on any portion of the community properties or exclusive use common areas other than in the receptacles customarily used for it and located only in places specifically designated for such purpose. Removal of trash and other waste is the responsibility of the Owners. Fines will be imposed for dumping any trash or other waste in the Common Area.

16.2 Please notify the General Manager of any oversized articles requiring removal.

17. CHRISTMAS TREE DISPOSAL

Only fire retardant Christmas trees are permitted as requested by the Fire Department. The General Manager should be contacted to assist in the removal of your tree after the holiday season.

18. RENTAL OF RESIDENTIAL CONDOMINIUMS

Generally, each Owner shall use his or her Condominium as a private dwelling solely for the Owner and the Owner's immediate family or other individuals who reside with the Owner on a non-transient basis, and for no other purpose. The leasing or rental of Condominiums to others as a regular practice for business, speculation, investment or other similar purposes is only permitted in limited circumstances as provided in Section 7.19 of the CC&Rs and subject to the following:

18.1 Limitation on the Number of Rentals in the Community. Pursuant to Section 7.19.1 of the CC&Rs, the leasing or rental of Condominiums to others as a regular practice for business, speculation, investment or other similar purposes is only permitted when the total percentage of Owner-occupied Condominiums is at least fifty-five percent (55%), i.e., when the total percentage of non-Owner-occupied Condominiums is not greater than forty-five percent (45%). If the total percentage of non-Owner-occupied Condominiums is below forty-five percent (45%), the Board will consider applications from Owners to lease their Condominiums to tenants.

18.2 Hardship Exception. To meet special situations and to avoid undue hardship or practical difficulties, the Board may waive the percentage restrictions and grant permission to an Owner to lease the Owner's Condominium to a specified lessee for a period not to exceed twenty-four (24) consecutive months, subject to such terms and conditions as the Board shall establish. Such special situations and undue hardships shall include, but are not necessarily limited to, an inability to sell the Condominium after a relocation out of the area, an extended period in which the Owner is hospitalized or similarly confined thus causing the Condominium to be vacant, or a period during which court actions are involved as in probate, bankruptcy, or mortgage foreclosure proceedings.

18.3 There is a fee of \$50.00 for processing and monitoring such permissions to rent or lease the Condominium. No Owner, during the period of his or her ownership of the Condominium, shall be granted a hardship exception more than twice, unless such is necessary to avoid extreme undue hardship. The determination of hardship by the Board is final and binding, and one favorable determination of hardship shall not prejudice the right of the Board to deny the same Owner's subsequent hardship application.

18.4 All persons who owned their Condominiums on May 30, 2017, are exempt from this percentage limitation and may lease their Condominiums to tenants, subject to the other limitations set forth in these Rules and the CC&Rs, for as long as they continue to own their Condominiums.

18.5 Any rental or leasing agreement shall be for a period not less than six (6) months. Rentals of less than six (6) months are not allowed.

18.6 All leases and rental agreements must be for the Owner's entire Condominium (but not a portion thereof).

18.7 Subleases are not allowed.

18.8 Advertising any rental for a term of less than six (6) months is prohibited.

18.9 All Owners who rent their Condominiums shall submit to the management company for the Project the names and contact numbers for their tenants, the make, model and license number of all residents' vehicles, a telephone number for the tenant, and the type of pet(s) kept by the tenants to the management company for the Project. All Owners shall keep this information current and provide Association with a complete copy of the lease or rental agreement and any other information reasonably needed and requested by Association.

18.10 Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Governing Documents and shall provide that any failure to comply with any provision of the Governing Documents shall be a default under the terms of the lease agreement which may be cured by eviction of the tenant either by the Owner or Association.

18.11 A copy of the Governing Documents and Project Handbook shall be provided by the Owner to each tenant or lessee.

18.12 The Owners shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of this Declaration pursuant to the occupancy and use of the Condominium.

18.13 A lessee shall have no obligation to the Association to pay assessments imposed by the Association, except pursuant to the rent assignment contained herein when the Unit Owner is delinquent in the payment of any Assessments due to the Association, nor shall any lessee have any voting rights in the Association.

18.14 No Owner may lease a Condominium situated thereon for hotel, motel or transient purposes, or any other purpose inconsistent with the provisions of this Declaration.

18.15 Use privileges for amenities and common area transfer to the lessee or tenant. Owner shall have no personal use privileges upon leasing out the Condominium.

18.16 If any tenant or lessee fails to honor the provisions of any Governing Document, the Association shall be entitled to take corrective action to preserve the quiet enjoyment of other Owners and residents of the Community. The Association's actions in response to a tenant's violation of the Governing Documents may include the imposition of fines and penalties against the Owner-lessee of the Condominium and even eviction of the tenant pursuant to Section 7.19.10 of the CC&Rs.

19. OCCUPANCY LIMITS FOR RESIDENTIAL CONDOMINIUMS

19.1 Each Unit shall be occupied solely for single family residential purposes and the total number of persons allowed to reside in each Unit shall not exceed the following:

- One-bedroom Unit, a maximum of three people
- Two-bedroom Unit, maximum of five people
- Three-bedroom Unit, a maximum of seven people

19.2 Temporary guests may stay in a Unit, however, any person occupying a Unit for longer than fourteen (14) days each year shall be considered a resident.

19.3 Any persons residing in a Condominium on May 30, 2017, may remain but any new residents after May 30, 2017, must comply with this limit on the number of persons living in a Condominium.

19.4 FINE SCHEDULE FOR VIOLATIONS OF THESE RENTAL RESTRICTIONS AND OCCUPANCY LIMITS

Monetary penalties for first time violations may be levied in accordance with the following schedule:

Renting for a Period of Less than 6 Months	\$1000.00 per incident or \$1000 per month, whichever is greater
Advertising a Rental Period of Less than 6 Months	\$1000.00 per incident or \$1000 per month, whichever is greater
Renting in Violation of the Percentage of Rentals Allowed	\$1000.00 per incident or \$1000 per month, whichever is greater
Violations of the Occupancy Limits	\$1000.00 per incident or \$1000 per month, whichever is greater
Other Rental and Occupancy Violations	\$1000.00 per incident or \$1000 per month, whichever is greater

Penalties for continuing or repeated violations may be increased in \$1000.00 increments at the discretion of the Board. In the discretion of the Board, penalties for continuing violations may be imposed on a daily basis until the violation is corrected. For the purposes of this Schedule, a "continuing or repeated violation" shall be one which is assessed to a single Condominium within a twelve (12) month period. However, if a twelve (12) month period passes without any repetition of a violation, any new occurrence of that violation shall be treated as a new violation.

Four (4) or more violations assessed to a single Condominium in any six (6) month period may result in an additional fine of up to \$5,000.00, at the discretion of the Board.

20. RIGHT OF ENTRY AND ENFORCEMENT

Except in the case of emergencies in which case no prior notice need be given, the Board or any authorized representative thereof shall have the right, upon forty-eight (48) hours' prior notice and during reasonable hours, to enter into a Residential Unit for the purpose of construction, maintenance or emergency repair for the benefit of the Common Area, Association Property, Encroachment Areas or the other Condominiums or to perform its obligations under the Declaration or to cure any default by an Owner under this Declaration. Such persons shall not be deemed guilty of trespass by reason of such entry. If any such repair or maintenance is due to the failure of an Owner to perform its obligations hereunder, the cost of such maintenance or repair shall be assessed against said Owner as an Enforcement Assessment in accordance with the provisions of the Article hereof entitled "Assessments."

21. REAL ESTATE BROKER/AGENT RULES

21.1 Owners of residential Units must notify Building Management that the residence has been listed for sale or lease. In such case, the Owner shall complete the Listing Broker/Agent Entry Authorization Form (see forms at end of this document) identifying listing broker/agent. The Owner is to instruct broker/agent to contact Union Square at Broadway Homeowners Association for Broker/Agent Rules.

21.2 The listing broker/agent will be provided a temporary access card if authorized by the Owner.

21.3 Units shall be shown by appointment only with access provided to the showing broker/agent by the listing broker/agent or Owner.

21.4 Broker/agent is not to loiter in lobby or wander through Union Square at Broadway common areas. Broker/agent's sole purpose shall be to show a specific property at Union Square at Broadway.

21.5 Homeowner or broker/agent shall not give keys or key cards to future Owners until the close of escrow.

21.6 Parking for broker/agent and potential buyers shall be arranged by the Owner. A broker/agent or potential buyer may not park in guest parking.

21.7 No open house signs, flags, banners, etc., shall be displayed on any residential Condominium Unit and/or common area of Union Square at Broadway.

21.8 Broker/agent previews may be arranged through the General Manager. Broker/agent previews must be arranged at least twenty-four (24) hours in advance. There shall be no open houses.

22. LOUNGE/CONFERENCE ROOM RESERVATION GUIDELINES

Private room reservations include the Lounge located on the first level. The spa area is NOT included in the reservations and is to remain available to residents.

Events may begin any time after 9 a.m., but all guests must be off the premises by 11 p.m. After 11 p.m., there shall be no more than four (4) people for clean-up. Clean-up and trash removal is the responsibility of the Owner making the reservation. Clean-

up must be completed immediately after the party/gathering. Clean-up includes the restrooms and any trash in and around the building. An Association representative will inspect the condition after the event. We suggest you inspect the premises before your event since the area is open to all residents. The Association and its Management cannot guarantee facility cleanliness although they are routinely cleaned. Please check the restrooms for ample supplies.

Please keep music and party noise to a volume that will not annoy residents. Amplified music is NOT permitted. Live music such as a string quartet, classical guitar, piano (you must rent), etc., may be permitted. Children must be supervised at all times. If reserved for a wedding or reception, please do not allow guests to throw rice. Any damage to the carpets will be at Owners expense.

Guests must park off site.

For more than twenty-five (25) guests, security guards will be required. The Board also reserves the right to, and may require, Security Guards and/or valet parking for parties with less than twenty-five (25) guests.

As you are aware, doors, gates, or elevators may not be left open or ajar.

A refundable check, made payable to Union Square at Broadway Homeowners Association in the amount applicable to the number of guests, must accompany this reservation form with a self-addressed envelope. Another check, for the use fee, made payable to Union Square at Broadway for the number of anticipated guests must also accompany this form as follows:

	<u>Non-Refundable Use Fee</u>	<u>Refundable Deposit Fee</u>	<u>Guard</u>
0 to 10 guests	\$10	\$100	
11 to 25 guests	\$25	\$250	Recommended
26 to 49 guests	\$50	\$500	Required

These are fees to help offset general usage but not to repair damages caused by a specific party. The deposit will be returned a week following the event, less any charges for damages, cleaning and/or vandalism and any costs associated to quiet the party down. The Association representatives will have the final determination of the condition and return of the deposit.

Undated Lounge Rules, Guidelines and Common Courtesy

- Visitors must be accompanied by an adult resident.
- No smoking inside building or in courtyard.
- Noise must be at a reasonable level – do not disturb residents.
- Do not tamper with electronic equipment – armed with anti-theft devices.
- Lounge must be cleaned before leaving.
- Keep doors closed when room is in use.
- Turn off lights and TV before you leave.
- Lounge closes at 11:00 p.m. – all guests must leave.
- Minors must be accompanied by parents when in lounge.
- Not pets allowed in the lounge.

23. VIOLATION ENFORCEMENT PROCEDURE

23.1 Discovery of Violation

- (a) Any violation that is a violation of the Governing Documents, including the Project Handbook, of the Association will be processed according to the procedures outlined herein.
- (b) In the event one or more Members of the Association or Board of Directors file a Violation Report, the Board will act as follows:
 - (i) Send a letter to the Owner/resident stating the violation and date needed to cure said violation, unless immediate or emergency action needs to be taken.
 - (ii) Upon expiration of the cure date, if the violation still exists, a second letter will be sent stating that the failure to abide by the Governing Documents has imposed a hardship on the Association and the Owner will be asked to attend a hearing with the Board of Directors.
 - (iii) The Owner will be notified as to the decision rendered by the Board as a result of the hearing. If the Owner/resident is found to be in violation of the Association's Governing Documents, the Board will either:
 - (1) Seek remedy by use of alternative dispute resolutions such as mediation or arbitration;
 - (2) Apply monetary fines to the Owner's assessment billing;
 - (3) Choose to correct (or cause to be corrected) the violation and assess the Owner for reimbursement of costs;
 - (4) If the decision is to pursue a monetary fine system, the Association Fine Schedule will apply.

NOTE: A violation is defined as an act in conflict with the Governing Documents of the Association.

24. VIOLATION FINE SCHEDULE

24.1 First Occurrence

A Notice of Violation with a request to correct or repair the deficiency.

24.2 Second Occurrence

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

24.3 Third Occurrence

A letter with a fine of \$200.00 request to correct/repair, and may be referred to the Association's attorney.

Note: Fines will continue to double with each continuation (which may be a daily or monthly fine) or repetition of the offense. e.g., fourth occurrence \$400.00, fifth occurrence \$800.00, etc.

Note: The Board of Directors will determine the time for curing of violations for each Owner consistent with previously reported similar violations as applicable.

Note: Should a violation occur which imposes financial obligations on the Association, the responsible party for said violation shall reimburse, by way of special assessment, Union Square at Broadway Homeowners Association for this financial obligation. Example: damage to walls, carpet, and/or any other Common Property; repair and replacement cost will be charged to the responsible party.

25. **PROCEDURE FOR RESIDENTIAL OWNER HEARINGS**

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

25.1 You will be introduced to the Board of Directors and other Association representatives.

25.2 The acting chairperson will summarize the reason for your invitation to the hearing.

25.3 You may present written or oral evidence to state your position.

25.4 The requirements of the Association's Governing Documents will be reviewed for clarification of issues.

25.5 The Board may ask you questions.

25.6 You may ask the Board questions and make a final statement.

25.7 Your participation in the foregoing is appreciated by the Board. The Board will deliberate and vote in closed session.

25.8 You will be notified of the Board's decision, in writing, within ten (10) business days.

26. **FORMS AND ATTACHMENTS**

The following forms and attachments are provided to Residential Owners for use as appropriate. Additional forms may be obtained by request from the General Manager. Forms may be returned personally to the General Manager or by fax to the Management Office listed on the first page of the Project Handbook.

Rules And Violations Report - This form is used to report violations to the Association. Appropriate action will be taken to confirm the violation and commence enforcement per the Enforcement Policy. All reports will be held in confidence and reviewed only by the Board of Directors, Management and the Association's legal counsel if necessary. This form may be faxed or mailed to the Management office.

Listing Broker/Agent Entry Authorization Form – If selling your home, please complete this form and provide it to the General Manager.

Lounge/Conference Room Reservation Form – Complete this form and forward it to General Manager or fax it to the Management office.

New Resident Building Access Information Form – New residential Owners should complete this form providing information. The General Manager may use it to contact you in the event of an emergency. This form is also used to document your tenants, your vehicles and approved guests.

Change Resident Building Access Information Form – This form is used by the residential Owner to document changes in tenants, personal vehicles or permanent guests.

27. UNION SQUARE AT BROADWAY OWNERS ASSOCIATION RULES AND VIOLATION REPORT

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

REPORT FILED BY:

Name: _____

Name: _____

Address: _____

Address: _____

Unit#: _____

Unit#: _____

Phone: _____ Date _____

Phone: _____ Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Address: _____

Address: _____

Unit#: _____

Unit#: _____

Phone: _____ Date _____

Phone: _____ Date: _____

Signature: _____

Signature: _____

VIOLATION INFORMATION:

Name: _____

Address/Unit#: _____

(Alleged violator's name)

Description of alleged violation: _____

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

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

How often does the alleged violation occur? _____

28. LISTING BROKER/AGENT ENTRY AUTHORIZATION FORM

Date: _____

Residential Owner Information:

Name: _____

Address: _____

Unit#: _____

Home Phone #: _____ e-mail: _____

Business #: _____

Other: _____

Broker/Agent Information:

Office Name: _____

Address: _____

Phone #: _____

Listing Agent Name:

Phone #: _____ Pager #: _____

Additional Information:

Broker/Agent authorized to receive a temporary access card: Yes No

Showing Instructions: _____

Authorized By: _____
Owner Signature

29. **UNION SQUARE AT BROADWAY OWNERS ASSOCIATION
LOUNGE/CONFERENCE ROOM RESERVATION FORM**

Facility Requested For Reservation:

Lounge:

Date Requested: _____ Day of the Week: _____

Type of Event: _____

Residential Owner's Name: _____ Unit#: _____

Residential Owner's Address: _____

Residential Owner's Phone Numbers: Home: _____ Work: _____

E-mail: _____

Tenant's Name (if applicable): _____

Tenant's Phone Numbers: Home: _____ Work: _____

Property Address: _____

Music: Yes No If Yes, Type: _____

Time: From: _____ To: _____ Kitchen Help: Yes No

Number of Guests: _____ Caterers: Yes No

Deposit Amount Required: _____ Security Guard: Yes No

Date Deposit Received: _____ **Board Decision:** _____

Insurance Certificate Received: _____

I HAVE READ THE ASSOCIATION RULES AND AGREE TO ABIDE BY THEM
AND TO PAY FOR ANY DAMAGE, MISSING ITEMS, AND FEES OR FINES LEVIED
FOR INFRINGEMENTS.

Owner's Signature: _____ **Date:** _____

LOUNGE INSPECTION

(Office Use Only)

No Damage: _____

Damage Consists of: _____

Needs Cleaning: _____

Fees or Fines: _____ Comments: _____

Total Deposit: _____ Amount Deducted: _____ Total Due: _____

30. UNION SQUARE AT BROADWAY HOMEOWNERS ASSOCIATION RESIDENTIAL OWNER BUILDING ACCESS INFORMATION FORM (NEW RESIDENTS)

DATE SUBMITTED _____

PROPERTY ADDRESS _____
UNIT NO. _____

RESIDENTIAL OWNER(S)
NAME: _____

TENANT(S)
NAME: _____

ADDRESS: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: () _____ HOME
() _____ WORK

TELEPHONE: () _____ HOME
() _____ WORK

E-MAIL _____

E-MAIL _____

DRIVERS LICENSE: _____
State Number

DRIVERS LICENSE: _____
State Number

DRIVERS LICENSE: _____
State Number

DRIVERS LICENSE: _____
State Number

ADDITIONAL RESIDENTS (i.e., children, relatives): _____

VEHICLE IDENTIFICATION:

MAKE	MODEL	YEAR	LICENSE PLATE	REGISTERED OWNER
------	-------	------	---------------	------------------

(If not Owner or tenant, attach proof of registration)

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

PERMANENT GUESTS:

Please list those people who are to be granted access to your floor without a prior call to your home. (i.e., family, domestic help, gardener, pool service, etc.)

NAME	RELATIONSHIP/COMPANY	TYPE OF SERVICE	RESTRICTIONS (If applicable)
------	----------------------	-----------------	---------------------------------

1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____

GENERAL MANAGER AUTHORIZED TO CALL: _____ a.m. to _____ p.m. _____
Day(s) of the Week

MANAGEMENT USE ONLY

Date Card Issued Card No. Data Input Into Database

**31. UNION SQUARE AT BROADWAY OWNERS ASSOCIATION RESIDENTIAL OWNER
BUILDING ACCESS INFORMATION CHANGE OF INFORMATION FORM**

NAME: _____ UNIT# _____
 PROPERTY ADDRESS _____
 DATE SUBMITTED _____

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

BILLING ADDRESS: _____ TENANT (S) NAME: _____

CITY: _____ STATE: _____ ZIP: _____ CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: () _____ HOME TELEPHONE: () _____
 WORK () _____ WORK _____
 _____ OTHER _____

E-MAIL _____ E-MAIL _____

DRIVERS LICENSE: _____ DRIVERS LICENSE: _____
 State Number State Number

DRIVERS LICENSE: _____ DRIVERS LICENSE: _____
 State Number State Number

ADDITIONAL RESIDENTS (i.e., children, relatives): _____

VEHICLE IDENTIFICATION:

MAKE	MODEL	YEAR	LICENSE PLATE	REGISTERED OWNER
------	-------	------	---------------	------------------

(If not Owner or tenant, attach proof of registration)

PERMANENT GUESTS:

Please list those people who are to be granted access to your floor without a prior call to your home (i.e., family, domestic help, gardener, pool service, etc.).

FIRST & LAST NAME	RELATIONSHIP/COMPANY RESTRICTIONS	TYPE OF SERVICE	(If applicable)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

STAFF AUTHORIZED TO CALL: _____ a.m. to _____ p.m. _____ Day(s) of the Week

DELETIONS: List could include items from permanent guest list, vehicles, residents or tenants.

_____	_____	_____
_____	_____	_____
_____	_____	_____

Owner Signature

Date

Management Use Only
Program Card _____
D/B Input _____

32. ARCHITECTURAL GUIDELINES FOR RESIDENTIAL AND COMMERCIAL OWNERS

33. INTRODUCTION

The Association formation documents including the Declaration of Covenants, Conditions & Restrictions (“CC&Rs”) of Union Square at Broadway Homeowners Association, the Bylaws of Union Square at Broadway Homeowners Association (“Bylaws”) and Articles of Incorporation (“Articles”) of Union Square at Broadway Homeowners Association establish and define certain guidelines not covered in this document and vice versa. Together these documents should be well considered and heeded by the Owners and occupants and tenants of Union Square at Broadway.*** The Board of Directors may review the Architectural Guidelines contained within this Project Handbook from time to time and make appropriate revisions.

As set forth in the Governing Documents, the Board is vested with the power to review, approve, or disapprove all Improvements to Residential Condominiums for Union Square at Broadway. Such Improvements include: additions, modifications and alterations to Units, signs, screens, awnings and patio covers, window treatments, air conditioning units, and any other modifications to the exterior of a Unit or other Improvements or alterations to your home or property.

The Board does not seek to restrict individual creativity or personal preference, but rather to help assure continuity in design, which will help preserve and improve the appearance of the Project and enhance the property values of all Owners in the Project.

Prior to the commencement of any addition, alteration or construction work of any type on any Residential or Commercial Unit in Union Square at Broadway, you must first make application to the Board for approval of such work. Failure to obtain approval of the Board may constitute a violation of the Governing Documents affecting your home, and may require modification or removal of unauthorized works of Improvement at your expense. In addition, a building or other permit may be required by the County or City Building Department, or other governmental agencies prior to the commencement of any work. Neither the Board, nor the Association assumes any responsibility for failure to obtain such permits. Also, obtaining such permits does not waive the obligation to obtain Board approval. You must also be familiar with specific easements that may apply to your Property and restrict placement of Improvements.

Building plans cannot be removed from the building management office but may be reviewed. Copies may be available from the Association. You need to contact the management office.

*** Herein the CC&Rs, Bylaws, Articles, Architectural Guidelines, and the Project Handbook are sometimes referred to collectively as the “Governing Documents”.

34. SUBMISSION PROCEDURE AND REQUIREMENTS

34.1 All requests (“Requests”) for Board approval are to be made on the standard Union Square at Broadway Home Improvement Form (Exhibit A).

34.2 Submission of Requests: All Requests are to be made to Union Square at Broadway Board, % FirstService Residential, 5473 Kearny Villa Road, #200, San Diego, CA 92123.

34.3 Reasonable Fees: The Board shall have the right to establish a fee for the review and approval of Plans and Specifications, which must be submitted to the Board pursuant to the provisions of the Declaration. 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 any architect on the Board.

34.4 Construction Drawings: 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 Committee to make an informed decision on your request.

34.5 Information related to any plan to temporarily disconnect for any reason the Unit's fire monitoring system (shut-off of sprinkler system is included). The Owner must post a 24-hour/day-fire watch during any disconnection. This must be a security employee of the building, and the Owner must pay all expenses (including overtime) when using the employee.

34.6 Submission of Plans: Please forward three (3) sets of your proposed plans and specifications, together with the standard Home Improvement Form (Exhibit A), Adjacent, and Impacted Neighbor Statement (Exhibit B) along with the following information to the Board to constitute a complete Application. Please mail this information to the address noted above in Item #2. One (1) set will be returned to you after completion of the review.

35. FAILURE TO COMPLY WITH REQUIRED PROCEDURES

Failure to comply with the requirements and procedures set forth herein shall cause your request to be delayed pending submission of other information and documentation to the Board. An incomplete application will not be reviewed and will be subject to resubmission.

36. SCOPE OF REVIEW

The Board shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration or addition, solely on the basis of the considerations set forth in Article 9 of the CC&Rs. The Board shall not be responsible for reviewing,

nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

37. FINAL APPROVAL BY BOARD

Decisions of the Board and the reasons therefore shall be transmitted by the Board to the Applicant at the address set forth in the application for approval, within forty-five (45) days after receipt by the Board of all forms and/or materials required by the Board.

38. APPEAL

If the Board disapproves any Plans and Specifications submitted by an Owner, the party or parties making such submission may appeal in writing to the Board. The Board must receive the written request not more than thirty (30) days following the final decision of the Board. Within thirty (30) days following receipt of the written request for appeal, the Board shall render its written decision. The failure of the Board to render a decision within the thirty (30) day period shall be deemed a decision against the appellant. The decision of the Board shall be binding and final.

39. ENFORCEMENT

Failure to obtain the necessary approval from the Board, or failure to complete the Improvements in conformity with the plans and specifications approved by the Board, may constitute a violation of the Governing Documents and may require modifications or removal of any work of Improvement at your expense.

40. DILIGENCE IN CONSTRUCTION

Upon final approval of any Plans and Specifications, the Owners shall promptly commence construction and diligently pursue the same to completion.

41. INSPECTION OF WORK

The Board or its duly authorized representative may enter into any Unit, from time to time, as provided below during the course of construction or installation of any Improvements for the purpose of inspecting such construction and/or installation. 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 the subject Unit of such noncompliance. The Board may not enter into a Unit without obtaining the prior permission of the Owner or occupant of such Unit; provided, however, that such permission shall not be unreasonably withheld and shall be given for entry by the Board during the daylight hours within forty-eight (48) hours of the request for entry. For installation of hard surface flooring see # 72 below.

42. 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 under this Article, the Owner shall give written notice of completion thereof to the Board.

Within thirty (30) days thereafter the Board, or its duly authorized representative, shall have the right to enter into Unit to inspect such Improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved Plans and Specifications. If the 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 noncompliance within such thirty (30) day period, specifying particulars of noncompliance, and shall require the Owner to remedy such noncompliance.

If, upon the expiration of thirty (30) days from the date of such notification, the Owner shall have failed to remedy such noncompliance, the Board shall notify the Board in writing of such failure. After affording such Owner Notice and Hearing, the Board shall determine whether there is a noncompliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance 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 noncomplying Improvement or remedy the noncompliance 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 an Enforcement Assessment against such Owner for reimbursement.

If for any reason the Board fails to notify the Owner of any noncompliance within sixty (60) days after receipt of said notice of completion from the Owner, the Improvement shall be deemed to be in accordance with said approved Plans and Specifications.

43. ESTOPPEL CERTIFICATE

Within thirty (30) days after written demand is delivered to the Board by any Owner, and upon payment to the Association of a reasonable fee (as fixed from time to time by the Association), the Board shall record an estoppel certificate, executed by any two (2) of its members, certifying (with respect to any Unit of said Owner) that as of the date thereof, either: (a) all Improvements made and other work completed by said Owner comply with this Declaration, or (b) such Improvements or work do not so comply, in which event the certificate shall also identify the noncomplying Improvements or work and set forth with particularity the basis of such noncompliance. Any purchaser from the Owner, or from anyone deriving any interest in said Unit through him, shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Association, Declarant and all Owners and such persons deriving any interest through them.

44. VARIANCE

The Board may authorize variances from compliance with any of the architectural provisions of this Declaration. Such variances must be evidenced in writing, and must be signed by at least two (2) members of the Board. If such variances are granted, no violation of the covenants, conditions and restrictions contained in the CC&Rs shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Unit and the particular provision hereof covered by the variance, nor shall it affect in anyway the Owner's obligation to comply with all governmental laws and regulations affecting its use of the Unit, including, but not limited to, zoning ordinances or other requirements imposed by the City or any other governmental authority.

45. COMBINING UNITS/STRUCTURAL ALTERATIONS

The Declarant and Association shall have the right to grant to an Owner who acquires fee title to two (2) or more adjacent Residential Units, an Exclusive Use Easement on and through any demising wall(s) or floors separating two (2) or more Residential Units and the right to alter, modify or remove such demising walls or floors subject to the consent of the Declarant and conformance with the requirements of the Board, pursuant to the provisions of the Section of Article 9 entitled "Scope of Architectural Review." The provisions of this Section shall not apply to the Commercial Units and Declarant shall have the right to install Dividing Walls to separate the Commercial Suites.

46. FIRE MONITORING SYSTEM/SPRINKLER SYSTEM

If the Unit's fire monitoring system is disconnected for any reason (shut-off of sprinkler system is included), you must post a twenty-four (24) hour/day-fire watch. This must be a security employee of the building, and you must pay all expenses (including overtime) when using the employee. Contact building management for current rates.

47. INSIDE AND OUTSIDE INSTALLATIONS

47.1 No balcony, patio or deck covers, wiring (including telephone, cable, internet), or installation of air conditioning, water softeners, or other machines shall be installed on the exterior of the Condominiums or within any other portion of the Condominium or be allowed to protrude through the walls or roofs of the buildings (with the exception of those items installed during the original construction of the Project), unless the prior written approvals have been obtained.

47.2 All authorized Improvements installed or constructed by an Owner within the Project must be completed in accordance with applicable laws, including, but not limited to, the laws, building codes, regulations and ordinances of the City.

47.3 Except as permitted in the CC&Rs, no structural alterations to the interior of or Common Area surrounding any Unit shall be made and no plumbing,

electrical or other work which would result in the penetration of the unfinished surfaces of the ceilings, walls or floors shall be performed by any Owner without the prior written consent of the Architectural Committee. Any work to convert an attic space to usable space shall be covered by this requirement for prior written consent of the Architectural Committee.

48. DOOR MATS

Residents will be allowed to place only HOA approved doormats in front of their Unit door in the common area hallway. Only these approved mats are allowed in the Association. Any other doormats placed in front of the resident's Unit door, will be considered a violation of the Architectural Guidelines.

Only solid earth tone or black colors or mixed hue earth tone colors will be allowed. Doormats must not have any patterns, designs, verbiage, pictures, or stripes. The size of a doormat should be no more than 18 inches by 30 inches and no higher than $\frac{3}{4}$ -1 inch.

49. INTERIOR DECORATING

Each Owner shall have the right, at his or her sole cost and expense, to maintain, repair, paint, paper, panel plaster, tile and finish the interior surfaces of the ceilings, floors, window frames, door frames, trim and perimeter walls of the Unit, and the surfaces of the bearing walls and partitions located within the Unit, subject to the Owner complying with any restrictions or limitations set forth in the Architectural Guidelines and, if such work will result in a penetration of the unfinished surfaces of the ceilings, walls or floors, obtaining the consent of the Board.

50. BALCONIES, PATIOS AND DECKS

50.1 Changes and Improvements.

- (a) Improvements including, without limitation, plants, fountains, and other landscaping features within the Exclusive Use Patio Area, Exclusive Use Balcony Area and/or Exclusive Use Deck Area shall be subject to these Rules and any Improvements within such areas shall require the approval of the Board.
- (b) Unless installed by Declarant, no vegetation shall be permitted to extend beyond the railings, fences, walls, and/or other boundaries of the Exclusive Use Balcony Area, Exclusive Use Patio Area or Exclusive Use Deck Area, except as approved by the Board.
- (c) No Owner shall change or alter the surface of any Exclusive Use Patio Area, Exclusive Use Deck Area or Exclusive Use Balcony Area

- (d) No rug or carpet is allowed to be attached to the balcony areas. Outdoor rugs without rubber backing may be placed on the balcony areas as long as the rugs allow air circulation to the patio floor surface to protect the floor surface.
- (e) Sunshades, awnings, pop-ups, gazebos, tents or screens may not be used over balconies or residence patios.
- (f) Antennae or satellite dishes may not be attached to railings or exterior walls. Antenna must be placed below the sides of balconies so they are not visible to other balconies, if possible.
- (g) Nothing can be attached to the stucco and no penetrations into the stucco are allowed.
- (h) No fire pits, gas heaters, Jacuzzis, pools, fountains, water features or similar Improvements are allowed.

51. PLANTS AND LANDSCAPING

51.1 All plants kept in the Exclusive Use Balcony Areas, Exclusive Use Roof Deck Areas or Exclusive Use Patio Areas shall be kept in pots and planters which comply with these Rules and Regulations and do not allow water to drain outside of such pot or planter.

51.2 Potted plants must have appropriate saucers or catch basins underneath them. Moisture must not be allowed to collect between the pots and the patio or balcony floor.

51.3 Unless approved by the Board, no vegetation shall be permitted to extend beyond the railings, fences, walls and/or other boundaries of the Exclusive Use Balcony Area, Exclusive Use Patio Area or Exclusive Use Deck Area, except as approved by the Board.

51.4 No Owner shall modify or disturb any landscaping or plant materials within the planters bordering the Exclusive Use Patio Areas.

51.5 No potted plants heavier than fifty (50) pounds are allowed.

52. CLEANING AND MAINTENANCE OF BALCONIES AND PATIOS

52.1 The care and maintenance of the balcony decking area and balcony railings is the responsibility of each individual Owner and/or resident.

52.2 Only water and biodegradable detergents can be used to clean the balconies and patios.

52.3 Care must be taken to prevent irrigation and cleaning water and detergents from running and dripping over the edges of the balcony area onto the balconies below. Any water that goes into the drains connects to the storm drain system and the City can impose fines if pollutants are sent to the drains. If the Association receives any fines, they will be passed on to the responsible Owner.

52.4 The balconies and patios shall be maintained in clean, neat and sanitary conditions at all times.

52.5 No items may be thrown or swept from the balconies.

52.6 The floor surface is a moisture barrier designed to protect the deck system so care needs to be taken not to damage the deck coating.

52.7 Any tears, cracks or worn spots in the floor surface must be reported to the Association as soon as discovered.

52.8 To protect the floor surface, no rain barrels, buckets or similar items containing water are allowed.

53. **DRAINAGE**

53.1 Balcony drains must be plugged temporarily when watering plants or cleaning the floor surface. This can be done by temporarily placing rags over the drains.

53.2 Except for the periodic cleaning of the drains by the Association, each Owner shall have the duty and obligation to maintain the drainage situated within any Exclusive Use Patio Area, Exclusive Use Balcony Area and/or Exclusive Use Deck Area free of debris and any other material which may impede the flow of water. If such Owner fails to maintain such drainage and, as a result, imminent danger or damage to person or property may result to the other Owners, then the Association shall have the right of access onto such area for the purpose of clearing debris and other material so as to not impede the flow of water.

54. **USE**

54.1 No articles of any kind shall be draped over the patio or balcony railings including, but not limited to, swimsuits, wetsuits, clothing, towels, beach blankets, rugs, mops or clothing.

54.2 No one is allowed to climb or stand on the railings.

54.3 The balconies and patios shall not be used for storage of any type, including without limitation, boxes, tools, exercise and sports equipment, bicycles, cleaning utensils and supplies or other household or personal items.

54.4 No trash bags may be kept in the patios or balconies or Common Area.

54.5 Nothing shall be placed on the balconies or patios so as to render them unsightly or offensive to the other Owners or to any other property in the vicinity of the Project or its occupants.

54.6 No unattended pets may be kept in the patios or balconies and any pet waste must be removed immediately.

54.7 Lights may only be displayed on balconies and patios between December 15th and January 5th. These lights may be displayed within the patios and balconies and hung from the railings. Lights may never be attached to the stucco. Lights may not be hung from fire sprinklers.

55. FURNITURE AND ACCESSORIES

a. The balconies and patios of the Units shall be used as an outdoor living area, containing customary patio furniture and other similar outdoor furnishings.

b. Umbrellas are only allowed on the 2nd and 6th floor patios and must be of a solid earth tone color. On floors 3 through 5, umbrellas are not allowed on the balconies.

c. Sunshades, awnings, pop-ups, gazebos, tents or screens may not be used on any balcony or patio.

56. BARBEQUES, GRILLS, HEATERS AND FIRES

a. Due to Fire Code changes, only electric barbeques and heaters are permitted. No fryers are allowed.

b. No gas or charcoal barbeques, heaters, fire pits or any propane device or burning of any wood is allowed.

c. No open flames or candles are allowed.

d. Barbeques must be arranged in such a manner that they do not create a fire hazard or nuisance, or become offensive to occupants in other Units.

e. When not in use, grills should be covered with appropriate solid color covers professionally made for that purpose.

57. STORAGE LOCKERS

Owners shall be permitted to install storage lockers in the Owner's Exclusive Use Parking Space, as approved by the Architectural Review Committee. In consideration

of manufacturer changes, the color of the storage lockers must be complimentary to the existing storage lockers.

1. Storage lockers in the Association must be of like or similar design as those already in the community as installed by the developer during the sales period, which were galvanized steel and dark gray in color.
2. The Unit Owner is responsible for the care and maintenance of these storage lockers. The Association may compel the Unit Owner to replace, repair, and repair shabby or worn looking storage lockers.
3. Storage lockers shall be subject to the approval of the Architectural Review Committee.
4. Storage lockers will only be approved for parking stalls, which were deemed able to fit in the parking stall as stated by the developer during the sales period. The Architectural Review Committee as well as Management can forward the list to those homeowners interested.

Below is a picture of the approved storage locker.

a.



58. WINDOW COVERINGS

1. To enhance the appearance of the building, curtains, drapes, shutters, blinds, and other window materials subject to view from the exterior shall be restricted as to the color of the side exposed to the exterior. Only window coverings and materials, which have a white, off-white or beige color and tone are allowed and approved.

2. Aluminum foils or other reflective materials, bed sheets, papers, and the like may not be applied to windows, at any time.
3. No exterior screens are permitted except for sliding glass doors with approved screen doors subject to the approval of the Board.
4. The Unit Owner is responsible for the care and maintenance of these window coverings. Drapes, curtains, shutters, blinds, and other window materials must be kept in good condition. The Association can compel the Unit Owner to replace shabby and torn materials exposed to the exterior.
5. Window tinting and coverings shall be subject to the approval of the Board.

59. SIGNAGE-COMMERCIAL

1. Commercial signage must comply with separately published Commercial Signage Guidelines

60. SIGNAGE-RESIDENTIAL

No signs or other advertising device whatsoever, including without limitation, commercial, political and similar signs, shall be erected or maintained within the Project except:

1. Such signs as may be required by legal proceedings.
2. One sign may be placed in a Unit window to advertise the sale or lease of a Unit. The sign can be no larger than 8" x 11" or 88 square inches.
3. Noncommercial signs, posters, flags and banners may be posted within the Unit, not the Exclusive Use Areas. Signs and posters may not exceed nine square feet in size and flags and banners may not exceed fifteen square feet in size.

61. EXTERIOR LIGHTING

Any exterior electrical, gas or other artificial lighting installed on any Unit shall be positioned, screened, or otherwise directed or situated and of such controlled focus and intensity so as not to unreasonably disturb the residents of any other Unit(s). Further rules regarding exterior lighting may be promulgated by the Board.

62. SOLAR ENERGY SYSTEMS

Any Owner proposing to install or use a solar energy system, as defined in California Civil Code section 801.5, shall be subject to the same review and approval process as any Owner proposing to construct any Improvements or other actions requiring the approval of the Board pursuant to this Declaration. However, only reasonable restrictions on the installation and use of a solar energy system shall be permitted.

Reasonable restrictions on a solar energy system are those restrictions which do not significantly increase the cost of the system or significantly affect sufficiency or specified performance, or which allow for an alternative system of comparable costs, efficiency, and energy conservation benefits.

63. **PLUMBING POLICY**

I. Owner Maintenance Responsibilities

1. As stated in the CC&Rs Unit Owners are responsible for the repair, maintenance and replacement of the following portions of the plumbing system:
 - A. All fixtures (including, but not limited to toilets, sinks, bathtubs, showers, garbage disposals, etc.).
 - B. Where there is an angle stop (i.e., individual shut off valve) the valve and piping or hose connection leading to the fixture.

All sewer drain lines leading from a fixture until it connects to a lateral, mainline, riser or "stack" that serves at least one (1) other unit (i.e., any portion of a pipe that serves only one (1) unit, even if it is located outside the unit).

- C. All inlets and drain line serving an exclusive use patio or balcony area leading from the patio or balcony until it connects to a mainline, riser or "stack" that serves at least one (1) other unit.
2. Since the Association does not normally have access to the Units, it is incumbent on Owners and Residents to diligently observe the operation of the plumbing system in their unit.
3. Any perceived malfunctions should be addressed immediately according to the following procedures:
 - A. Clogs in any drain lines clearly caused by misuse of the plumbing system by the owner or resident are to be addressed by the unit owner. Examples of this would include, but are not limited to, toilets clogged by too much toilet paper, or kitchen sinks clogged due to an attempt to dispose of an inappropriate material down the drain, such as, potato peels, fibrous materials or grease.
 - B. If item A does not apply or it is unclear what the cause of the problem is then the malfunction should be reported to management. During normal business hours on the week day, the problem should be reported to the on-site management office. After hours and on weekends the matter should be reported to the emergency on-call service. The association will investigate and/or immediately dispatch a plumber to address the matter and perform a repair.

Association Maintenance Responsibilities

1. As also stated in the CC&Rs the Association is responsible for maintaining all of the other portions of the plumbing system that serve more than one (1) unit which includes the following portions of the system:
 - A. Domestic hot and cold water supply until it reaches a unit owner fixture.
 - B. Sewer laterals, mainlines, risers or "stacks" if they serve more than one (1) Unit.
 - C. All storm water drain systems that serve more than one (1) Unit.
 - D. Domestic hot water boilers.

III. Identification of Leak Origin

1. In the event the Association dispatches a plumber to perform a repair, the plumber will identify (to the extent possible) both the cause and location of the malfunction. If the malfunction was within a portion of the system that is the responsibility of the Owner to maintain or if the malfunction is due to the negligence of the Owner (or a resident) then the cost of the repair will be charged to the Owner and the Owner shall reimburse the Association.

IV. Common Area Damage

1. If there is damage to Common Area, Association Property or Owner/Resident personal property the following rules shall apply to repairs:
 - A. If the damage was the result of the negligence of an Owner (or a resident of the Unit) then the Owner shall be responsible for the cost of all repairs including damages to any Common Area, Association Property or the personal property of the Owner, Resident or surrounding Owners and Residents that were affected by the malfunction. Note that negligence not only includes active misuse of the plumbing system, but also a failure to report a malfunction or problem promptly or a lack of cooperation with the association when access to a Unit is required.
 - B. If the damage was not the result of negligence of an Owner (or a resident of the Unit) then all personal property shall be repaired by the owner of the personal property and the Association shall repair any damaged Common Area or Association Property.

V. Insurance

1. As required by the CC&Rs the Association shall carry property coverage for all Common Areas and Association Property. The current deductible is \$10,000. Any damage that is less than \$10,000 must therefore be funded by the responsible party as specified in Section IV above. In other words, if an Owner or Resident misuses the plumbing system (See 3 A7), they will be responsible for the first \$10,000 in damages to their Unit and any other Units damaged by the incident.
2. The Association's insurance only covers Common Areas and Association Property. All appliances, upgrades (carpet, cabinets, countertops, etc.) and all personal property (furniture, clothing, electronic equipment, etc.) may not be covered by the Association's policy. The Association will notify the Owners annually of the insurance coverage provided by the Association's master insurance policy.
3. The Association highly recommends that all Owners and Residents consult with an insurance professional and obtain both property and liability insurance to insure their property which is not covered by the Association's master policy and against risk of damage to their property or their financial obligation to the association or other Owners due to their negligence. There are other types of insurance that may be appropriate such as loss assessment coverage and loss of income/rents coverage that should also be considered by Owners.

VI. Relocation/Loss of Use

1. Under no circumstances will the Association pay for Owner's relocation expenses that are incurred as a result of having to move out of a unit so that the Association can perform maintenance or repairs, which is consistent with Civil Code section 4775(b). Relocation expenses include, but are not limited to, rent or hotel expenses, meals, transportation, parking, dry cleaning, laundry and kennel fees.

64. DAMAGES TO UNIT; WATER INTRUSION DAMAGE

64.1 Each Owner shall be solely responsible for the repair of any damage to any and all interior items of his or her Unit, and the cost thereof, including, but not limited to, any personal property, decorations, interior surfaces, floor and wall coverings, appliances, fixtures or other items therein, or any exterior items such as landscaping, caused by any Common Area component or Improvement or any

other component or Improvement maintained by the Association, including water intrusion from any Common Area source. An Owner may obtain and maintain such insurance, at his or her sole expense, to protect against any damage or loss of property, or the cost of repair or replacement of damaged Improvements for which such Owner is responsible.

64.2 The Association shall not be liable for damage to property in the Project resulting from water which may leak or flow from outside of any Unit or from any part of the building, or from any pipes, drains, conduits, appliances or equipment or from any other place or cause, unless caused by the negligence of the Association, its Board, Officers, agents or employees.

64.3 Owners shall cause notice to be given to the Association of any water within, or water intrusion into, their Unit immediately upon discovery of such leak or water intrusion. Within twenty-four (24) hours or sooner of the discovery of a leak or water intrusion, Owner shall cause all water to be extracted, and the Unit cleaned. If Owner has not had water extraction and cleaning performed within forty-eight (48) hours of discovery of the leak or water intrusion, the Association may cause such work to be done and assess the cost of the work to the Owner as an Individual Assessment. The Association is authorized to enter the Unit to perform water extraction and related repairs on an emergency basis.

64.4 If repairs are required to a Unit following a leak or water intrusion, Owner shall cause all work to be performed by a licensed contractor experienced in water extraction and mold remediation. Containment procedures designed to prevent contamination of the affected Units, other Units and the Common Areas shall be utilized. Owner and his or her tenants, guests, Invitees, agents and employees shall hold the Association harmless for any claim for property damage or personal injury alleged to arise from the presence of mold or fungi in his or her Unit unless the damages or injuries were caused by the negligence of the Association, its Board, Officers, agents or employees.

65. RELOCATION/LOSS OF USE

65.1 Under no circumstances will the Association pay for Owner's relocation expenses that are incurred as a result of having to move out of a Unit so that the Association can perform maintenance or repairs, which is consistent with Civil Code section 4775(b). Relocation expenses include, but are not limited to rent or hotel expenses, meals, transportation, parking, dry cleaning, laundry and kennel fees.

66. DRAINAGE

66.1 There shall be no interference with the established drainage pattern over the Property, unless an adequate alternative provision is made for proper drainage with the prior written approval of the Board. For the purpose hereof, "established" drainage in any Phase is defined as the drainage which exists at the

time of the first close of escrow for the sale of a Condominium in such Phase, or that, which is shown on any plans approved by the Board.

67. ANTENNAE AND SATELLITE DISHES

No television or radio poles, antennae, satellite dishes, or technological evolutions of the foregoing, or other external fixtures shall be installed without the prior written approval of the Board of Directors or duly appointed Board. No antenna or satellite dish may extend beyond the perimeters of the balcony railings. The application process is as follows:

67.1 The Owner must submit an application and notice to the Board prior to the installation of the Antenna.

67.2 The Owner must obtain approval of the Board for the installation of the Antenna. The application for approval of an Antenna shall be processed by the Board in the same manner as any other architectural modification within the Project, subject to the requirements of U.S.C. Section 207 or any successor statutes or law.

67.3 No wiring insulation, air-conditioning, or other machinery or equipment other than that originally installed by Declarant or approved by the Board, and their replacements shall be constructed, erected or maintained on or within the Common Area and the Association Property including any structures on it.

68. VIBRATIONS

No Owner shall attach to the walls or ceilings of any Residential Unit any fixtures or equipment which will cause vibrations or noise or unreasonable annoyance to the Owners of the other Residential Units or to the Common Area.

69. WINDOWS and LEDGES

69.1 Sunshades, awnings, or screens may not be used on the residence exterior windows or over balconies of residence patios.

69.2 No one may climb or stand on the railings.

69.3 To keep uniformity, the Architectural Request Form must be completed and approved prior to installation of any window tinting products.

69.4 The balconies and patios of the Units shall be used as an outdoor living area, containing patio furniture, potted plants and other similar outdoor furnishings, which comply with the standards governing the appearance of such items (including without limitation, size, materials, color and fabric). The balconies and patios shall not be used for storage of any type, include without limitation, boxes, tools, exercise and sports equipment, bicycles, cleaning utensils and supplies or other household items. The balconies and patios shall be maintained in

clean, neat and sanitary conditions at all times and nothing shall be placed on the balconies so as to render them unsightly or offensive to the other Owners or to any other property in the vicinity of the Project or its occupants.

69.5 The pre-approved design standard for balcony surface coverings are tile and paving stones. Any modifications require pre-approval by the Board.

70. DAMAGE OR DESTRUCTION TO A RESIDENTIAL UNIT

If there is damage or destruction to any Residential Unit, the Owner thereof shall, at their own cost and expense, perform interior repair and restoration which shall be completed as promptly as practical and in a lawful and workmanlike manner. To the extent required under Article 9 and the Architectural Guidelines, work must be performed in accordance with plans approved by the Board.

71. CONTRACTOR/SUBCONTRACTOR GUIDELINES

71.1 Any damage caused by Contractors/Sub-Contractors to common areas or adjacent Units by the Improvement is the resident's responsibility. Any damage must be reported immediately to the Association office along with a schedule of repairs. If the damage is not repaired in a timely manner, the Association will make the repairs and charge the Owner. The Owner will be held liable for the actions of his/her contractors and/or workmen.

71.2 All floor areas are to be protected with carpet runners from the elevator to the Unit. The protective coverings must be removed and the floor cleaned by 5:00 p.m. each day. If this is not done, the Owner is subject to a \$100 fine per violation, plus the cost of cleaning.

71.3 All trash and debris must be carried off-site on a daily basis by contractors. The trash rooms on each floor may not be used for disposing of debris. There will be a \$100.00 fine per violation. There is a possibility that you can make arrangements for an extra trash bin. Please contact the General Manager desk for further details.

71.4 Working hours are limited to Monday through Friday, 8:00 a.m. to 4:00 p.m. There will be a \$100.00 fine if work continues past 5:00 p.m. No work is allowed on Saturday or Sunday or on the following holidays: Christmas Day, New Year's Day, Labor Day, Memorial Day, Thanksgiving, 4th of July, Passover, Rosh Hashanah, Yom Kippur, Easter or Chanukah.

71.5 Contractors must park vehicles on the surrounding streets, not in Visitor Parking. Please no double parking or obstructing driveways or walkways.

71.6 Owners agree to hold Union Square at Broadway Homeowners Association harmless against liability for; (a) injury to, death of, or damage to property of third persons to the extent caused by the Owner, General Contractor,

designer or any of their agents or employees, and (b) mechanics liens on the common area arising out of or resulting from the work.

71.7 Workers are not allowed to bring their pets on site and will be denied entry if they have a pet with them. Workers are also prohibited from creating nuisance noise unrelated to the construction work. Workers are also prohibited from eating meals or taking breaks on the grounds in the common areas. (\$100.00 per violation).

71.8 The Owner may select any general contractor he chooses or act as the general contractor himself and hire sub-contractors. All contractors must be licensed in the State of California and must have Workmen's Compensation Insurance, General Liability and Property Damage Insurance, and Certificates of Insurance. Certificates of Insurance must be presented to the office and no work will be allowed until the certificates are submitted. The Association needs to be named as an additional insured on these Certificates of Insurance.

71.9 The Association has the right to stop any work that is in violation of these regulations, creating a fire or safety hazard or interfering with activities in common areas.

71.10 Contractors must use their own equipment. No equipment or tools, which are the property of Union Square at Broadway, are to be used at any time.

71.11 The front door of the Unit must be kept closed during construction in order to contain dust, dirt, noise, paint fumes, etc. Failure to keep the door closed will result in a \$100 fine per occurrence. Arrangement with the engineering office needs to be made in order to cover and protect smoke detectors located in the common area corridors adjacent to the Unit.

71.12 All workmen must wear shoes, pants or shorts and shirts in the building at all times.

71.13 All workmen must check in with the General Manager upon arriving and leaving.

71.14 There is no availability for exclusive use of the elevator.

71.15 No workman may use the power from the hallway.

72. HARD SURFACE FLOORING

72.1 No Owner shall install any hard surface flooring in any bedrooms (including, without limitation, tile or hardwood floors) or replace any existing bedroom flooring with any hard surface flooring.

72.2 In rooms other than bedrooms. Owners may install hard surface flooring provided they obtain the prior approval of the Board.

72.3 At the Owner's expense, all hard surface flooring must have an underlayment that complies with the Association's Architectural Guidelines.

72.4 As a condition to approving the installation or replacement of hard surface flooring, the Owner shall submit to the Board construction drawings clearly indicating the type of flooring to be installed and the underlayment to be provided to mitigate against impact noises such as footfalls. The drawings must clearly identify all materials, their composition and thickness.

72.5 The underlayment in its entirety must be visually inspected by a pre-approved third party contractor following its installation, and prior to any flooring installation. The installing owner will be required to pay a \$150 fee for this inspection to certify the correct installation of the underlayment.

72.6 Failure to comply with these requirements to allow for the inspection of the underlayment and flooring installation or installation of any unapproved flooring may result in the flooring being removed (all) at the Owner's expense.

73. **ATTIC SPACES**

73.1 Waiting for Ted's response

UNIT KEY OPT-IN / OPT-OUT WAIVER & RELEASE OF LIABILITY FORM

Unit #: _____

HOMEOWNER

First and Last Name: _____ Phone: (____) _____

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

First and Last Name: _____ Phone: (____) _____

Please select the box below if you would like to OPT-IN and **will** be providing a key to the Association.

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

The undersigned(s) waives and releases the Association, its management company, and each of their directors, officers, employees, agents and/or representatives (collectively, the "Released Parties"), from any and all damages, losses, injuries, claims, causes of action and/or other liabilities related to, arising from, or incurred, as a result of the Association's possession and/or use of the undersigned(s)'s Unit key and their entry into the Unit.. The undersigned(s) further agrees to indemnify and hold the Released Parties harmless from any and all claims, causes of action, suits, losses, damages, or liability, including without limitation, attorneys' fees and costs, arising out of or resulting from the Association's possession and/or use of the undersigned(s)'s Unit key and their entry into the Unit. The undersigned(s) is responsible for any injury, loss and/or damage(s) of any kind, directly or indirectly resulting from any incident connected with the Association's possession and/or use of the undersigned(s)'s Unit key and their entry into the Unit. The above covenants apply to the Released Parties' negligence, but do not apply to claims arising from the Released Parties' gross negligence or willful misconduct.

OR

Please select the box below if you would like to OPT-OUT and **will not** be providing a key to the Association.

The undersigned(s) understands and acknowledges that he/she/they have knowingly and willingly opted to NOT allow the Association to retain a duplicate key to the above Unit. Per the Association governing documents, should an

emergency situation occur, the Board or any authorized representative or agent thereof, along with the Association's building personnel and authorized contractor(s), shall have authorization to enter your Unit to take reasonable steps to mitigate damage from the emergency, in some cases by forcible entry. Any person entering into a Unit to affect such cure shall not be subject to liability to the Owner or tenant and no trespass or other wrongful act shall be deemed to have been committed by reason of such entry or curing.

The undersigned(s) waives and releases the Released Parties from any and all damages, losses, injuries, claims, causes of action and/or other liabilities related to, arising from,, or incurred, as a result of the Association's inability to access Owner's Unit in a timely fashion to address any emergency within Owner's Unit due to Owner's option to **not** allow the Association to retain a key to the Unit. Owner further agrees to indemnify and hold the Released Parties harmless from any and all claims, causes of action, suits, losses, damages, or liability, including without limitation, attorneys' fees and costs, arising out of or resulting therefrom. The above covenants apply to the Released Parties' negligence, but do not apply to claims arising from the Released Parties' gross negligence or willful misconduct.

I have read and fully understand this Waiver and Release of Liability as set forth above, including the release of all claims, which includes claims for the negligence of the Released Parties.

OWNER

Signature: _____

Date: _____

AND

TENANT (if tenant occupied)

Signature: _____

Date: _____

74. MAINTENANCE MATRIX

The following is a listing of the items within the Project, the maintenance, repair and replacement duty for which Owners and the Association are responsible in accordance with Section 8.1 of the Restated Declaration. This does not eliminate the Owner’s responsibility to request and receive architectural approval pursuant to the Governing Documents or supersede the Owner’s obligations under the Restated Declaration or any other similar provision in the Governing Documents.

COMPONENT(S)	OWNER	ASSOC.
Air Conditioning System - Each Unit	√	
Appliances - Built-in	√	
Appliances - Free Standing	√	
Balcony – See “Patio”	√	
Bathtub Waste and Overflow	√	
Cabinets - in Units	√	
Carpeting - in Units	√	
Carport/Driveway/Parking Space - Concrete and Asphalt Surfaces	√	
Caulking – Exterior		√
Caulking – Interior	√	
Ceilings	√	
Common Area Improvements		√
Crawl Spaces in Attic (including personal contents)	√	
Doorbell - Exterior Components/Button Switch	√	
Doorbell - Interior Components; Wiring	√	
Doors - Entry - Frame & Door	√	
Doors - Entry - Locks and Hardware	√	
Doors - Entry - Painting - Exterior Surface	√	
Doors - Entry - Painting - Interior Surface	√	
Doors - Entry - Weather Stripping/Waterproofing	√	
Doors – Interior	√	
Doors, Screen/Storm/Security	√	

COMPONENT(S)	OWNER	ASSOC.
Doors, Sliding Glass	√	
Doors, Sliding Glass - Frame and Tracks	√	
Doors, Sliding Glass – Screen	√	
Drainage Systems (e.g., ditches, catch basins)	√	
Drains - Bathtubs, Showers, Sinks	√	
Drains – Curb		√
Drains – Yards	√	
Dryer Vents – Cleaning	√	
Dryer Vents – Repair	√	
Drywall - Damage Repairs (e.g., cracks, inside minor localized water damage, dents, holes, etc.)	√	
Drywall - Interior – Replace	√	
Electrical Panel/Circuit Breakers/Interior	√	
Electrical Switches, Sockets, Wall Plates - Interior	√	
Electrical Wiring – Interior	√	
Exhaust Fans	√	
Exterior Building Surfaces		√
Exterior Faucets, Handles, Washers		√
Exterior Lighting Fixtures (Common Area)		√
Fences - Common Area		√
Fences – Individual		√
Fireplace - Chimney - Exterior and Spark Arrestor	√	
Fireplace - Chimney Flue	√	
Fireplace - Chimney - Interior – Cleaning	√	
Fireplace - Fire Brick (fire box) ^{1/}	√	
Fireplace - Mantelpiece, Trim and Facing	√	
Floor – Structural	√	

^{1/} Ceramic brick walls of fireplace.

COMPONENT(S)	OWNER	ASSOC.
Floor Coverings - Carpet, Vinyl, Tile and Wood	√	
Front Entry Landings	√	
Furnace – Unit Systems	√	
Garage Door Openers		√
Garage Doors – Replacement		√
Garbage Disposal	√	
Gas Lines - Below Ground		√
Glass - Recreation Area		√
Glass – Unit Windows/Doors	√	√
Gutters & Downspouts		√
Hose Bibs		√
Insulation	√	
Landscaping – Balconies		√
Landscaping - Common Area; Greenbelt		√
Landscaping - Patios/Backyards		√
Lighting Fixtures - Common Areas		√
Lighting Fixtures - Inside Units	√	
Lighting Fixtures - Outside – Front		√
Lighting Fixtures - Outside – Patio		√
Linoleum & Vinyl Flooring - Inside Units	√	
Mailboxes	USPS	
Painting – Interior	√	
Patio/Balcony Deck Membranes/Waterproofing		√
Patio/Balcony Deck Railings - Painting (Inside/Outside Surfaces)	√	
Patio/Balcony Deck Railings - Replacement		√
Patio/Balcony Painting		√
Plumbing Fixtures - Interior (Toilets/Tubs/Sinks/Faucets, etc.)	√	

COMPONENT(S)	OWNER	ASSOC.
Plumbing Lines - Inside Unit, if not located behind or within walls, floors or ceilings	√	
Plumbing Lines - Located within floors, behind or within walls or ceilings, and in Common Area	√	√
Pool, Pool Building, Jacuzzi, Equipment		√
Pressure Regulators		√
Railings and Planter Boxes - Units		√
Roof Decking	√	
Roof Flashing & Other Roofing Components		√
Roof Shingles/Tiles		√
Roof Underlayment		√
Roof Vents		√
Sewer Lines and Back- Ups - Common Use Portion of Line		√
Sewer Lines and Back-Ups - Single Use	√	
Sidewalks - Common Areas		√
Slab		√
Sliding Patio Door Flashing/Waterproofing	√	
Sliding Patio Door Frames & Tracks	√	
Sliding Patio Door Hardware	√	
Sliding Patio Doors	√	
Smoke Alarm	√	
Spraying for Household Pests (Ants, Fleas, etc.)	√	
Spraying for Landscaping Pests		√
Streets		√
Stucco Painting/Coloring		√
Stucco Repair & Replacement		√
Termite Treatment - Common Area		√
Termite Inspection	√	√
Toilet - Wax Ring	√	

COMPONENT(S)	OWNER	ASSOC.
Trim - Wood - Exterior - Maintenance & Replacement		√
Trim - Wood - Exterior - Painting		√
Walls - Bearing, Studs, Frames, Tiedowns, Other Structural Items		√
Walls - Non-bearing	√	√
Wallpaper/Paneling	√	√
Water Heater - Common Area		√
Water Softeners	√	
Window and Slider Screens	√	
Window Flashing/Waterproofing		√
Window Hardware	√	
Wiring - Cable TV	√	
Wiring - Electrical - From Breaker to Interior	√	
Wiring - Electrical - From Outside to Breaker in Unit	√	
Wiring - Telephone	√	