

CONCERTO

LOFTS CONDOMINIUM ASSOCIATION

RESIDENTIAL HANDBOOK

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INTRODUCTION

Welcome to Concerto!

Concerto is a condominium community in a unique location in Downtown Los Angeles with a variety of amenities for the residents of the community. Because attached living are unique experiences that rely on the mutual cooperation of all to be successful, CONCERTO LOFTS CONDOMINIUM ASSOCIATION ("Association") created this Residential Handbook. Inside you'll find practical rules, regulations and guidelines that are intended to help foster a harmonious, enjoyable and safe environment for all residents of the Concerto community.

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

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

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

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

CONCERTO LOFTS CONDOMINIUM ASSOCIATION
C/O Action Property Management
901 South Flower Street
Los Angeles, CA 90015
Telephone: 213.622.2299

If you would like to make any modifications to the interior or exterior of your Unit, including Exclusive Use Common Areas, a request must be submitted to Management in writing for approval by the Architectural Control Committee. The procedures and guidelines for such modifications are located in the Architectural Guidelines section of this Residential Handbook.

As you read through this Residential Handbook, you will encounter defined terms, identifiable by their initial capital letters. Except as the context otherwise requires, these defined terms have the same meaning as set forth in the Declaration.



CONCERTO LOFTS CONDOMINIUM ASSOCIATION

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

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

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

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

COOPERATION

As an attached living community, Concerto is a unique living environment that calls for mutual cooperation, common sense and consideration of neighbors. To facilitate harmony within the community, all residents and their guests must comply with the rules and guidelines set forth in this Residential Handbook and the Governing Documents.

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

MAINTENANCE AND INSPECTION OBLIGATIONS

Concerto Owners and the Association have maintenance and inspection obligations. As set forth in the Declaration, a portion of the Owners' maintenance and inspection obligations require Owners to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Units. Similarly, specific maintenance and inspection requirements for the Association components are set forth in applicable warranties and other manufacturers' maintenance schedules and recommendations.

SEVERABILITY

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



RESIDENTIAL GUIDELINES

RESIDENTIAL GUIDELINES*

INTRODUCTION

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

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

ACTIVITIES WITHIN THE COMMON AREAS

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

1. Safety and Noise. Please use common sense and courtesy in regard to voice levels, unnecessary noises and boisterous conduct. This includes, but is not limited to, televisions, radios and/or other sound emitting devices. Keep the volume at a reasonable level at all times so other residents are not disturbed. **AFTER 11 P.M., THE VOLUME MUST BE SIGNIFICANTLY REDUCED TO KEEP FROM DISTURBING OTHER RESIDENTS.**
2. Damage Caused by Owner. Please take due care when using the Common Area. Owners may be liable to the Association for costs of repairs and/or replacement for any damage to the building, recreational facilities, equipment, or any other Association property or Common Area, caused by such Owners, their residents, tenants/lessees, guests, employees or contractors. No Owner may store or place anything in the Common Area.
3. No Obstruction. Obstruction of the corridors, lobbies, or entranceways throughout the property is not permitted. The Association will not be responsible for any damage to, or loss of, any personal property left in any Common Area.
4. Waste. To ensure the attractive appearance of the community, all trash or waste must be deposited only in the chutes or receptacles maintained in the Common Area and in the parking garage.
5. Antennas and Signs. Owners shall only have the right to install antennae and signs in accordance with the provisions of the Declaration, Architectural Guidelines, and Satellite Dish and Antenna Policy. For purposes of the sale of a Condominium within the building, signs indicating an open house are strictly prohibited in the Common Area.
6. Association Property. Each Owner benefits from the equipment and furnishings located in the Common Areas. These items belong to the Association and therefore are considered Association property. Owners may not borrow or remove any equipment or property belonging to the Association.

* Section 5.1.8 of the Declaration provides the Board with the power to adopt, amend and repeal these Residential Guidelines as it deems reasonable. Section 5.1.8 of the Declaration provides the Association with the right to enforce these Rules and Regulations. In the event of any conflict between these Guidelines and the Declaration or Bylaws, the provisions of the Declaration or Bylaws (whichever applies) shall prevail.

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

ACCESS PROCEDURES

Concerto is equipped with controlled access doors and locking mechanisms, fire monitoring and fire-life systems and related building improvements. A key fob system allows Owners to access certain portions of the Common Area, including gates, recreation facilities (pool and gym) and clubroom area. Even with this technology, however, no building has completely secured facilities and no warranty is made or implied as to safety. It takes the vigilant observation and prompt action of the Owners in order to prevent accidents, unauthorized access and failure of these systems. Please report any observed condition and violations promptly to Management or the Lobby Ambassador.

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

An access device shall control vehicular access to the parking garage. All Owners, will be assigned and issued a remote control access device at the time of move-in by the Association. There is a \$15.00 charge for each additional or replacement of a lost or stolen key fob and a \$20.00 charge for a replacement garage transponder. The check must be made out to The Concerto Lofts Condominium Association. Each Unit shall be allowed purchase of one additional access device at the Unit Owner's expense.

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

Owners and occupants of a Condominium, and their respective guests and invitees, are responsible for their own personal safety and the security of their property within the Project. Neither the Association, Developer nor Declarant shall in any way be considered an insurer or guarantor of safety or security within the Project, nor shall such parties be held liable for any such loss or damage. No representation or warranty is made that any systems or measures, including any mechanism, gate, or other system for limiting access to the Project, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended.

CONDUCT AFFECTING INSURANCE

Owners shall not do or keep anything in any Unit, Exclusive Use Area, the Common Area or the Project that will increase the rate of insurance without the approval of the Association, or could result in the cancellation or suspension of insurance or which would be in violation of any law.



An Owner who is responsible for an increase in the rate of insurance on the Common Area shall be personally liable for the cost of the additional insurance premiums.

Please refer to Article 15 of the Declaration for information regarding Association and Owner insurance requirements. If you have further questions, please contact Management or your insurance agent.

CONDOMINIUM UNITS

1. Residential Use. No Condominium shall be occupied and used except for residential purposes by the Owners, their tenants, and social guests, and no trade or business shall be conducted. Refer to Section 12.1.1 and 12.1.2 of the Declaration for more information regarding the types of uses that are considered to be residential. For home-based businesses, and in accordance with law, the Community relies on the in-force statutes and codes applicable. Management recommends to all Members to seek tax advice on this matter and the Association does not represent or warranty any complications nor consequences of Members' business decisions.
2. Balconies and/or Patios. Exclusive Use Balcony and/or Patio is to be used as outdoor living areas containing patio furniture and other similar outdoor furnishings, equipped with protective leg caps or other devices to prevent damage to the floors. Balconies and/or patios are subject to certain restrictions, included but not limited to Section 12.1.13 of the Declaration and the following additional restrictions:
 - (a) Owners shall not change or alter the surface of any Exclusive Use Balcony and/or Patio.
 - (b) The installation of any tiles or flooring material on the balconies and/or patios is strictly forbidden as it will alter drainage patterns. Carpet, artificial turf or other material that can trap water next to the surface of the balcony and/or patio, is also prohibited. Owners shall use all due care to prevent puncture of the water-proofing material on the balconies and/or patios.
 - (c) Existing drainage patterns on balconies and/or patios must be maintained and all drainage systems must be kept free of debris and free flowing. Changing the drainage pattern may cause damage to the community's buildings and structures.
 - (d) Potted plants must have a tray placed underneath the pot to prevent water spillage onto the balcony and/or patio. Such trays, and any other device designed to hold water, must be raised above the surface of the balcony and/or patio in order to allow sufficient air flow beneath such tray or device. When watering such plants, it must not be in a manner that causes water to encroach on balconies and/or patios appurtenant to other Units.
 - (e) Potted plants shall not be placed in a position on any balcony which will block any drains or obstruct drainage patterns.
 - (f) No hanging screens, linens, blankets, rugs, towels, swimsuits, banners, wind chimes, plants or other objects may be hung from a balcony and/or patio or railing except as permitted by the Board.
 - (g) Owners shall not use any balcony and/or patio for storage purposes, including, without limitation, the storage of bicycles, surfboards, barbeque appliances and unapproved furniture.
 - (h) Owners shall use due care when cleaning their balconies and/or patios. Balcony and/or patio surfaces shall be mopped or cleaned in such a manner as to not cause any water to extend beyond the boundaries of the balcony and/or patio.
 - (i) No improvements shall be nailed, bolted, or otherwise attached to the floor, walls, or any portion of a balcony and/or patio.
 - (j) Any furniture, furnishings, plants and other materials kept or stored on any balcony and/or patio shall be of a neutral color that is harmonious with the color scheme of the exterior walls of the building. Further, no patio furniture or any other items, including umbrellas, shades, shade structures, cabanas or patio heaters may hang over the balcony railing or be placed in a location that unreasonably interferes with the rights of another owner. Umbrellas, shade structures, cabanas or patio heaters



shall be sufficiently weighted so that they will not blow off the Exclusive Use Common Area, but in no event shall a patio, balcony deck or deck railing be drilled, cut, pierced or modified in any manner. Further, any heaters that are placed on Exclusive Use Common Area must be operated with propane gas. Each homeowner is responsible for any damage that the owner's patio furniture or heater causes to the Common Area, Exclusive Use Common Area, or any other homeowner's balcony, patio or property.

- (k) No vegetation shall extend beyond the railings, fences, walls and/or boundaries of a balcony and/or patio.
 - (l) No barbeques may be installed or used within any balcony and/or patio.
 - (m) No outdoor speakers that may cause noise to interfere with the quiet enjoyment of Owners and occupants of the property and retail area.
 - (n) No additional outdoor lighting may be installed on a balcony and/or patio.
 - (o) Enclosing any balcony and/or patio with glass, netting, shades or any other material is prohibited.
 - (p) No antennae or satellite dish may be installed on a balcony and/or patio unless on a freestanding tripod. No antennae or satellite dish may be attached to any portion of the building or balcony railings. An antennae or satellite dish must be approved by the Architectural Committee prior to installation on a freestanding tripod.
 - (q) No pets shall be left unattended on balconies and/or patios.
3. Alarms. Any alarm installed or connected in a Unit shall be the type of alarm which is monitored by a certified alarm company. Residents may not pierce the Common Area wall, ceiling or floor (separating one unit from another or from the Common Area) without the prior written approval of the Architectural Committee.
4. Speakers. To help to ensure everyone's quiet enjoyment of their residence, wall and ceiling mounted music, television or surround sound systems, including, but not limited to, wall mounted speakers or other audiovisual devices are not permitted to be supported by or come into contact with demising walls. Speakers of any sort shall not be placed directly upon the floor. All speakers must be elevated from the floor by a proper acoustic platform, such as a speaker stand.
5. Window Cleaning. Except for windows on an Exclusive Use Balcony and/or Patio, the Association will provide window cleaning services for the exterior window surfaces that cannot be reached by Owners of a Unit. Each Owner of a Unit must cooperate with the Association to provide access for such window cleaning. The Association will provide reasonable advance notice to Owners of scheduled window cleaning dates.
6. Waterbeds. Waterbeds shall not be permitted in any Unit. Each Owner acknowledges that substantial damage to other Units and/or Common Area may occur as a result of a violation of this restriction and that the Owner causing such damage would be responsible for all damage.
7. Aquariums. Aquariums holding ten (10) gallons of water or more shall not be permitted in any Unit. Each Owner acknowledges that substantial damage to other Units and/or Common Area may occur from a leaking or broken aquarium and that the Owner causing such damage would be responsible for all damage.
8. Furniture Pads. Pianos shall have sufficient padding under the supports to minimize vibration transmission into the structure. All other furniture shall contain rubber castors and felt pads.
9. Vibrations and Noise. Owners shall not attach to the walls or ceilings of any Unit any fixtures or equipment which will cause vibrations or noise or unreasonable annoyance or damage to the Owners of the other Units or to the Common Area.



ANIMALS

1. All Owners must comply with City and County laws and regulations with regard to control and health of pets. All dogs and cats shall have a current license and identification tag. Loose, unattended dogs, cats or other animals without a license or identification tag may be reported to the local Animal Control for pickup.
2. Owners and guests shall not be allowed to bring animals onto the Common Area at any time except for permitted areas as assigned by the Board.
3. Each Unit may keep and maintain in such Owner's Unit small domesticated pets such as dogs, cats, birds, or other usual and ordinary household pets, not to exceed two (2) in number. Fish in aquariums holding no more than ten (10) gallons of water, birds inside birdcages, and domestic reptiles and rodents kept within appropriate enclosures may also be kept as household pets, so long as they do not result in unreasonable annoyance and are not obnoxious to other residents. No livestock or poultry shall be kept, maintained or bred in any condominium or elsewhere within the community.
4. Pets must be kept in a container or on a leash held by a person capable of controlling the animal in any Common Area at all times. Pets must be under the Owner's control when outside living enclosures.
5. Fecal waste deposits made by pets on any Common Area, including landscaped areas, must be promptly cleaned up by the owner of the pet. Waste must be put in a tightly sealed plastic bag before being disposed of. Any damage caused by a pet shall be repaired/replaced at the pet owner's expense.
6. No animal shall be bathed, at any time, within any Common Area or Exclusive Use Balcony and/or Patio.
7. Pets are not allowed in the pool and spa area and the gym. Dogs shall not be tied to trees or any exterior building structure.
8. Pets must not be left outside unattended on balconies and/or patios. Pets must be kept within the Condominium when the Owner is away or cannot attend to them. Barking dogs on balconies and/or patios, or inside a Unit, or any other excessively noisy animal that disturbs the quiet enjoyment of any other Owner will not be tolerated. Pets shall not be allowed to defecate or urinate on balconies and/or patios.
9. Each person bringing or keeping a pet in the community shall be liable to other Owners and their guests for any damage to persons or property caused by any pet brought upon or kept within the community by such person or by members of his/her family or guests.
10. If, after Notice and a Hearing, the Board finds that a pet is dangerous or creates a nuisance, the Board may require the pet to be removed from the community within seven (7) days.
11. Structures for the housing or confinement of any bird or other animal must not be visible from neighboring units or the Common Area.
12. Human-assistance animals, such as seeing eye dogs, are exempt from rules that interfere with their duties. Notice of any exemption claimed by a resident shall be sent in writing to the Board in a timely manner.
13. No animals may be kept, bred or raised within the community for commercial purposes.
14. Owners must submit a Pet Registration Form (attached) to Management prior to keeping a pet in their Unit.

ELEVATOR USE

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

If the elevator stops for no apparent reason and stalls, **REMAIN CALM!** Use the emergency call button. Emergency personnel will respond as soon as possible to let you out.



FIRE SAFETY DEVICES

1. Smoke Detectors. Each Owner must maintain the smoke detectors, alarms and horns installed in his or her Unit. As part of this maintenance, Owners must replace all smoke detector batteries regularly. The Association shall be responsible for replacement of smoke detector batteries in the Common Areas, as defined by the Maintenance Responsibilities within the Declaration.
2. Fire Sprinklers. Each Owner must take care not to harm, damage or unnecessarily activate the fire sprinklers installed in his or her Unit. The fire sprinklers are heat activated and permitting high heat, steam or burning in the vicinity of a fire sprinkler may cause it to activate, potentially causing extensive damage to your Unit, your personal property, the Common Area, and the residences adjacent to and below yours. Except for periodic dusting, you should never touch or allow anything else to touch the fire sprinklers. In particular, you are not allowed to have any item hanging from the fire sprinklers, including without limitation, plants, laundry, posters or other objects. You should also not tie string, floss, wire or any other material on, around or across any portion of a fire sprinkler. Nothing should be stored within eighteen (18) inches of a sprinkler head.
3. Fire Alarm System. Owners and their guests are prohibited from tampering with the fire alarm system which includes: smoke detectors, heat detectors, flow switches, and tamper switches, etc. Disconnecting the horn in any Unit to the fire alarm system is against the law and will affect the operation of the horns in the other Residences in the community. If you notice anything irregular about the fire alarm system in the community, you should notify Management immediately.

GARAGE AND PARKING GUIDELINES

Please refer to Concerto Master Association Residential Handbook for rules concerning the parking garage.

LOADING ZONE

Residents may use the loading zone located on Flower Street in front of the building. The Association shall make the loading zone available for usage to allow the move ins to occur as expeditiously as possible. No vehicle shall be parked in the loading zone area for unreasonable periods of time and no vehicle shall be parked in a manner that obstructs the free flow of traffic.

OFFENSIVE CONDUCT & NUISANCES

1. No Dumping. No person shall discharge into the community's sewer system, storm drain any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety, welfare, violate any law, subject any Owner to liability under state and federal law for any clean-up or cause injury or damage to neighboring property or business elsewhere on the community. The disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines. You may be responsible for any activities by your contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from your Unit into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals must meet all federal, state, and City requirements and requirements of any other governmental agencies having jurisdiction over the Project. You are encouraged to consult with the City, and other governmental authorities, concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.
2. Audio Volumes. The volume of radio, stereo sets, television and musical instruments shall be held at a reasonable level at all times so other residents are not disturbed. After 11:00 p.m., the volume must be significantly reduced so as not to disturb other residents.
3. Speakers. Speakers and floor supported musical instruments (i.e. pianos and organs) must be properly isolated (as provided in these Rules and the Architectural Guidelines) from direct contact to floors and walls in order to minimize vibrations.
4. Odorous Matters. No odorous matters shall be emitted upon or about the community in such quantity as to be readily detectable outside the physical boundaries of the space within which such odor was generated.



Front doors shall remain closed except for when accessing a Unit in order to control cooking, smoking and other odors.

5. Air Pollution. No air pollutants or contaminants sufficient to create a nuisance shall be discharged, and no processes which by their nature are likely to cause air pollution shall be undertaken or permitted unless there is available an adequate, economically feasible method of controlling the omission or contaminates, and such control are applied by the Board.
6. Conduct. The Association reserves the right to have persons removed from Association Common Area or Project not fully in compliance with any provisions of the policies, rules, regulations or restrictions of the facilities.
7. No Smoking in Common Areas. There is no smoking permitted on Loft Association Common Area, including building corridors, elevators, and lobby. Nothing in these guidelines shall be construed to prohibit smoking within Exclusive Use Common Areas, unless otherwise prohibited by law or deemed to be a nuisance as prohibited by the Declaration.

HOLIDAY DECORATIONS

1. Holiday Decorations. Outdoor holiday decorations, or indoor holiday decorations placed on any windows are not permitted.
2. Lights. Outdoor holiday lighting is not permitted.

RENTAL OF CONDOMINIUMS

1. Rental. An Owner shall be entitled to rent the Owner's Condominium (but not a portion thereof for a term of not less than thirty (30) days. The Owner shall be responsible for all actions of the lessee/tenant. No Owner shall be permitted to lease the unit for transient or hotel purposes.
2. Management Notification. All Owners who rent their Condominiums shall submit names and contact numbers for their tenants to Management using the Condominium Rental Form.
3. Written Lease or Rental Agreement. Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Governing Documents and shall provide that any failure to comply with any provision of the Declaration or the Governing Documents shall be a default under the terms of the lease agreement. A copy of any lease agreement shall be provided to the Association.
4. Compliance with Governing Documents. A copy of the Governing Documents and this Residential Handbook shall be provided by the Owner to each tenant or lessee. The leasing Owner shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of the Declaration and Residential Handbook pursuant to the occupancy and use of the Condominium.
5. Association Amenities. If an Owner leases his/her Condominium then the Owner's right to use the recreational facilities and other Common Area amenities in the Association Property transfer to the lessee or tenant, and the Owner shall not be permitted to use such facilities.
6. Timesharing. No Unit may be divided or conveyed on a time increment basis of measurable chronological time periods. There shall not be any agreement, plan, program or arrangement under which the right to use, or occupy or possess the Condominium which rotates among various persons, either corporate partnership, individual or otherwise, on a periodically recurring basis for monetary or like-kind use privileges, according to a fixed or floating interval or period of time sixty (60) consecutive calendar days or less.
7. Assessments and Voting Rights. A lessee shall have no obligation to the Association to pay assessments imposed by the Association nor shall any lessee have any voting rights in the Association.



SIGNS

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

TRASH DISPOSAL

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

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

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

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

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

WATER DAMAGE

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

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

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

ENFORCEMENT OF GOVERNING DOCUMENTS

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

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

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

COMMUNITY GUIDELINES BASICS

1. Always be considerate of neighbors.

2. Know that the intent of the Association is to operate, manage, maintain, sustain, and improve the community for the enjoyment of all.
3. Enjoy your ownership at the Concerto community.
4. For further information on CONCERTO LOFTS CONDOMINIUM ASSOCIATION and the community, contact Management. The Association website address is www.concertoloftsla.com.



ELECTION PROCEDURES

ELECTION PROCEDURES

Election Procedures for CONCERTO LOFTS CONDOMINIUM ASSOCIATION Pursuant to California Civil Code Sections 1363.03 and 1363.05

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

I. INTRODUCTION

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

II. MEMBERSHIP MEETINGS

- A. The Association’s Annual Meeting as required by the Association’s Bylaws, will be held on a date and time specified in these Rules and consistent with the Association’s Bylaws, Article 3, Section 3.2. Other meetings of the Members (“Special Membership Meetings”) may be noticed and held by the Association to elect directors and/or to consider and vote on any other matters, which are of concern to the Members, required by the Bylaws or State statute.
- B. The Board may schedule a Board or Membership meeting to allow for the counting of Secret Ballots.
- C. The Members of the Association who are in good standing may vote at all Membership Meetings. A Member is in “Good Standing” for voting purposes unless their Association rights and privileges have been suspended after notice and opportunity for hearing before the Board of Directors in accordance with the Corporations Code Section 7341 and Civil Code § 1363(h).
- D. The Association’s Annual Meeting will be held on the Anniversary of the First Annual Meeting or the following day if the Anniversary should fall on a legal holiday. The Association shall send out a Notice of Annual Meeting (“Notice”) to all Members pursuant to the Governing Documents, these Rules and applicable state statute.
- E. The Notice shall include the following:
 - a. Times when polls will open (when Ballots may/can be cast).
 - b. Times when the Members and Candidates may witness the Member registration, as applicable, and the review, counting and tabulation of Secret Ballots by Inspectors of Election.

III. CANDIDATES

- A. The Association shall have a staggered board of five (5) members. At the first annual meeting, the two (2) candidates with the most votes shall be elected for terms of three (3) years each; the next two (2) candidates with the most votes shall be elected for terms of two (2) years each and the candidate with the fifth most votes shall be elected for a term of one (1) year. Upon the expiration of each director’s initial term of office, each successor director shall be elected for a three (3) year term thereafter.
- B. In order to run for the Board of Directors, a member must meet the eligibility / qualifications identified below:
 - 1. Two residents of the same household may not serve on the Board at any one time;
 - 2. The candidate may not have been convicted of a felony;
 - 3. The candidate must have ‘bondability;’



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

IV. INSPECTOR(S) OF ELECTION

- A. One (1) Inspector of Election or three (3) Inspectors of Election shall be appointed by the Board of Directors, and shall perform the duties set forth below and shall sign a report or certificate evidencing the voting results. In the event three Inspectors are appointed, the decision of a majority of the Inspectors shall control.
- B. The Board may not designate a member of the Board, a nominee for the Board, an individual related to or residing with a member of the Board or related to or residing with a nominee running for the Board as Inspector(s).
 1. The Board may, at its sole discretion, select a Non-Member of the Association as Inspector.



- C. The Board may, in its discretion, pay compensation to the Inspector.
- D. Duties of Inspector(s) of Election:
 - 1. Determine the number of memberships entitled to vote and the voting power of each;
 - 2. Receive the proxies and ballots;
 - 3. Confirm the number of members represented at the meeting;
 - 4. Confirm the existence of a quorum;
 - 5. Hear and determine the authenticity, validity and effect of proxies and ballots;
 - 6. Hear and determine all challenges and questions in any way arising in connection with the right to vote;
 - 7. Determine when the polls shall close;
 - 8. Count and tabulate all ballots;
 - 9. Determine the results of election; and
 - 10. Perform any acts which may be proper to conduct the election with fairness to all members in accordance with Civil Code §1363.03, and any successor statutes, and the Governing Documents.
- E. The Inspector(s) of Election shall perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as practical.
- F. Any report made by an Inspector is prima facie evidence of the facts stated in the report.
- G. Prior to the mailing of the Secret Ballots by the Association, the Inspector(s) of Election shall pass a Resolution designating locations for return of the Secret Ballots, and if no location is designated, the Association's management offices shall be the location to receive the sealed Secret Ballots and maintain the custody of the sealed Secret Ballots until the time upon which tabulation of the Secret Ballots by the Inspector(s) shall occur.

V. ISSUANCE OF BALLOTS

- A. The Association shall utilize a Secret Ballot process, as described below, for any or all of the following matters:
 - 1. A vote of the Membership regarding assessments per Civil Code §1366;
 - 2. Election of Members of the Association's Board of Directors;
 - 3. Amendments to the Governing Documents;
 - 4. Grant of exclusive-use Common Area property pursuant to Civil Code §1363.07;
 - 5. Any other purpose as required in the Civil Code.
- B. The record date for members entitled to receive notice of any Association election, as well as entitled to vote, shall be the date thirty (30) days prior to the day the election materials are sent out by the Association.
- C. Notwithstanding any other law or provision of the Association's Governing Documents, Board of Directors election and other elections required to be submitted to the membership pursuant to Civil Code§1363.03(b) shall be conducted by a Secret Written Ballot submitted to the member pursuant to Civil Code§1363.03. Ballots and two pre-addressed envelopes with instructions on how to return ballots, and a Notice of Meeting, if applicable, must be mailed by first class mail or delivered by the Association to every Member not less than thirty (30) days prior to the deadline for voting. In order to preserve confidentiality, a voter may not be identified by name, address or lot, parcel or unit number on the ballot itself. The balloting materials shall include all of the following:
 - 1. One Secret Ballot shall be issued for each separate interest owned and the owner of each separate interest is entitled to cast one ballot, regardless of the number of owners shown on the Association's membership roster. If more than one owner of a jointly-owned separate interest attempts to submit a ballot, even by mistake, the first ballot received will be counted.
 - 2. A write-in Candidate, unless nominated by the Candidate in writing and submitted with the Secret Ballot, must also be nominated from the floor of the Annual Meeting (or other Membership or Board meeting where voting by Secret Ballot will occur), by him or herself, or by another Member.
 - 3. The Secret Ballot shall NOT identify the Member (or their designee) by name, address, lot, parcel or unit number. If the Member does sign the Secret Ballot or identify him/her self, the



Member shall waive his or her right to secrecy and the Ballot shall, at the option of the Inspector(s), but the Ballot shall not be deemed invalid.

4. The Secret Ballot itself is NOT signed by the Member (or their designee), but is placed into a ballot envelope ("Ballot Envelope"), which is then sealed. The Ballot Envelope is then inserted into the second pre-addressed envelope ("Address Envelope") that is then sealed. In the upper left hand corner of the Address Envelope, the Member (or their designee) must print and sign his/her name and address that entitles him/her to vote.
5. The owners of multiple properties (with the exception of the Declarant) must submit separate sealed Secret Ballot envelopes for each separate interest owned.
6. The Address Envelope is addressed to the Inspector(s) of Election for the tallying of votes. The Address Envelope can be mailed or delivered by hand by the Member to the location designated by the Inspector(s) of Election. Any member can request a receipt for hand-delivery of his or her Secret Ballot. Any Member desiring a receipt for mail delivery shall send the Secret Ballot by certified mail, return receipt requested, to the location designated by the Inspector(s).
7. The sealed Secret Ballots shall be kept in the custody of the Inspector(s) of Election or at a location designated by the Inspector(s) of Election until the tabulation of the Secret Ballots by the Inspector(s) and until the time allowed by Section 7527 of the Corporation Code for challenging the election has expired, at which time custody can then be transferred to the Association. Thereafter, Secret Ballots shall be stored by the Association for no less than one (1) year.
8. Ballots distributed to each and every member shall identify the proposed action, provide an opportunity to specify approval or disapproval and provide at least thirty (30) days upon which to return the ballot to the Inspector(s) of Election. The voting instructions contained within the ballot materials will show a date by which the ballots must be delivered to the location designated by the Inspector(s) of Election by either the United States Postal Service, overnight delivery service or hand delivery.
9. Only Secret Ballots prepared by the Association will be accepted by the Inspector(s) either by mail or in person.
10. For elections of Directors, cumulative voting will be used as permitted by the Association's Bylaws, Article 2, Section 2.3. Cumulative Voting means that a Member may cast all votes for one Candidate or divide up the votes among the Candidates at his or her option. No fractional votes are permitted or allowed.
11. Once a Member mails or delivers his/her Secret Ballot to the location designated by the Inspector(s), that Secret Ballot cannot be changed or revoked.

VI. ISSUANCE OF PROXIES

- A. Proxies will be accepted pursuant to the Bylaws, Article 3, Section 3.5, only if those Proxies are determined by the Inspector(s) to meet the requirements of the Bylaws, and the California Corporations and Civil Codes. The Association shall not be obligated to prepare and mail proxies to the owners.
- B. All proxies received by mail prior to the election shall be held by the Inspector(s) of Election in the location designated by Resolution and shall be brought to the meeting for validation and registration at the meeting.

VII. REGISTRATION - GENERAL

- A. The Inspector(s) will register all Secret Ballots at the meeting (Annual Membership, Special Members, or Board). A membership roster will be maintained at each registration station for purposes of registering each separate interest present and voting at the meeting, whether in person or by proxy. Neither the Association nor its Managing Agent shall register any of the Secret Ballots or Proxies received by the Association.
- B. The Inspector(s) shall verify that all Secret Ballots are sealed in two sealed preaddressed envelopes and contain all required information on the upper left-hand corner of the Address Envelope.



- C. If a Member brings Secret Ballots for other Members to the Annual Membership Meeting, Special Members meeting, or Board meeting, the Secret Ballots must also be sealed in separate individual Ballot and Address Envelopes as required above.
- D. The Inspector(s) will review the information provided on the upper left-hand corner of the Address Envelope. The Inspector(s) will require, at a minimum, the following:
 - a. That the printed name of the Member be legible and match the name of at least one of the record owners of the property as shown on the Association's Membership list;
 - b. That the Member's signature is on the Address Envelope; and
 - c. The address shown on the Address Envelope corresponds to the Member's address on the Association's Membership list.
- E. If, in the sole discretion of the Inspector(s), the requirements above are not met, the envelope/Secret Ballot will not be registered, and will not be valid for any purpose, including establishing a Quorum. If the requirements are met, subject to verification of membership and the member's ability to vote, the Inspector(s) of Election shall register each Secret Ballot received by placing a "B" on the membership roster alongside the member's name.
- F. If a person brings Proxies to the Annual or Special Members Meeting, the Inspector(s) will review and make all necessary determinations regarding those Proxies, including their validity. Subject to this verification, the Inspector(s) of Election shall register each Proxy received by placing a "P" on the membership roster alongside the member's name.
- G. Any Candidate or other Member of the Association may witness the registration of sealed Secret Ballots, Proxies (if any), and the counting and tabulation of Secret Ballots.
- H. No person, including any Member of the Association, or any employee or General Manager, may open or otherwise review, or register any Secret Ballot prior to the time and place at which the Secret Ballots are counted and tabulated.
- I. A Member who chooses to vote in person at the Members Meeting must present himself/herself at the registration table area and must sign the membership roster alongside his or her name and unit address.
- J. If a Member has not previously voted his or her Secret Ballot, the Inspector(s) shall give the Member a Secret Ballot and two envelopes to mark and cast in secret at the Annual Membership, Special Members, or Board meeting.
- K. Members voting in person at the meeting must use the Ballot and Address Envelopes, and satisfy all other requirements for a valid Secret Ballot.
- L. The Association's Managing Agent shall provide the Inspector(s) with a list of those Members whose rights and privileges have been duly suspended and are not entitled to vote at the Annual Membership, Special Members, or Board meeting where voting by Secret Ballot is to occur or be counted.
- M. All voided/invalidated Proxies and Secret Ballots are to have "VOID" written across them, the reason for voiding and the initials of the Inspector(s) of Election.

VIII. DETERMINATION OF QUORUM

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



from the floor from additional Candidates. Further, unless the Candidates have submitted their written nomination to the Board, write in Candidates must also be nominated from the floor.

IX. ADJOURNED MEETING - ISSUANCE OF BALLOTS

If the meeting is adjourned to another date due to lack of quorum, at the adjourned meeting date, new Secret Ballots and two pre-addressed envelopes are to be issued to all members who have not previously submitted ballots. If two (2) ballots are received for the same separate interest, the earliest dated Secret Ballot shall prevail.

X. COUNTING AND TABULATION OF BALLOTS

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

XI. ANNOUNCEMENT OF RESULTS

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

XII. TIE VOTES

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

XIII. RECOUNTS AND ELECTION CHALLENGES

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

Effective per New Legislation July 1, 2006.



ARCHITECTURAL GUIDELINES

ARCHITECTURAL GUIDELINES

INTRODUCTION TO THE ARCHITECTURAL GUIDELINES

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

Prior to making any improvements to your Unit or Exclusive Use Common Area, including any balcony and/or patio, you must first submit a complete Architectural Application to the Architectural Control Committee ("ACC"). After receiving written approval from the ACC and complying with applicable city/governmental agencies, you may install your improvements, or undertake your approved action. Please review these "Architectural Guidelines" prior to completing your application form to ensure your submittal is complete. In the event of a conflict between these Architectural Guidelines and the Declaration, the Declaration shall prevail.

It is recommended that you also refer to Article 10 of the Declaration in conjunction with these Architectural Guidelines to ensure a complete understanding of the submittal and review process. If at any time you have any questions regarding the review process, please contact Management.

PURPOSE

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



ARCHITECTURAL GUIDELINES PURPOSE AND POLICIES

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

Prior to making any Improvements other than painting or sealing / staining your floors, to your Residential Unit or any balcony or patio (collectively "Unit"), you must first submit a complete Architectural Application to the Architectural Committee. After receiving written approval from the Architectural Committee and complying with applicable city/governmental agencies, you may install your Improvements, or undertake your approved action. Please review these "Architectural Guidelines" prior to completing your application form to ensure your submittal is complete. In the event of a conflict between these Architectural Guidelines and the Declaration, the Declaration shall prevail.

It is recommended that you also refer to Article 10 of the CC&R's in conjunction with these Architectural Guidelines to ensure a complete understanding of the submittal and review process. If at any time you have any questions regarding the review process, please contact the Property Management Company.

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

SUBMITTAL OF APPLICATION FOR ARCHITECTURAL APPROVAL

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

1. **Residential Units.** Architectural Committee approval is required for the following proposed Improvements to Residential Units:
 - a. **Interior Improvements:** All interior Improvements to your Unit which impact or alter any part of the Common Area and any hard surface flooring require the approval of the Architectural Committee. For the purpose of these Architectural Guidelines, the term "Interior Improvements" shall include, but not be limited to:
 - Flooring (tile, marble, granite, wood, etc.)
 - Moving of non-bearing walls
 - Window coverings other than what is allowed in the CC&R's
 - Plumbing
 - Security system
 - Permanent fixtures
 - Ceilings and columns
 - Any other Improvement (including demising walls) which may impair or alter the structural integrity of the building or the Unit.
 - Any closet or area that is built with a lid
 - b. **Electrical, HVAC/Heat and Plumbing:** New installations or changes to any originally installed electrical, HVAC/heating or plumbing of any kind require approval by the Architectural Committee.
 - c. **Entry Door Hardware:** Owners shall not remove or replace any hardware on any entry doors without the prior approval of the Architectural Committee.
2. **Patio and Balcony Furnishings.** The Board will review the types of patio furnishings solely to confirm the furnishings are aesthetically harmonious.



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

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

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

ARCHITECTURAL REVIEW PROCESS AND PROCEDURES

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

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

Send requests to:
CONCERTO LOFTS CONDOMINIUM ASSOCIATION
C/O Action Property Management
901 South Flower Street
Los Angeles, CA 90015
Telephone: 213.622.2299

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

- Home Improvement Form
- Plans and specifications showing the location, nature, kind, shape, height and materials, including the color and any other requirements set forth herein ("Plans and Specifications"), clearly indicating all proposed modifications
- Floor plans, if an Owner is requesting permission to remove or relocate a wall
- Description of materials and colors and material samples
- A proposed construction schedule (including proposed start and completion dates)
- **Certificates of insurance (including contractors exclusions and proof of valid workers compensation insurance). The Association shall be named as an additional insured on the Certificates of Insurance for the period of time the work is in progress.**
- Permits and licenses, if applicable
- An Application Processing Fee in an amount established by the Architectural Committee on its fee schedule. Please obtain a copy of the fee schedule from the Property Management Company.
- Names, addresses and phone numbers of all contractors and subcontractors who will work on the project.

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



Submittal Package for Window Coverings: For window coverings, the Owner shall submit one (1) copy of a picture and samples of proposed colors. Window coverings must be of a roll up type with an off-white coloring and off-white backing. Tinting of windows is prohibited.

Submittal Package Review Fees:

1. **Application Processing Fee:** In the event the Association does not establish an Architectural Committee, each Owner must pay an application processing fee in an amount established by the Board of Directors ("Application Processing Fee"). The Application Processing Fee is payable to Concerto Lofts Condominium Association.

2. **Outside Consultant Fee:** The Architectural Committee may also require an Owner to pay any fees, costs or expenses associated with the review and approval of the Owner's Plans and Specifications by an Outside Consultant or any costs associated with the review of the Plans and Specifications by an architect on the Architectural Committee, if any. Any structural improvements must be approved by a licensed architect, sound engineer and any other person reasonably required to evaluate the design. Any additional fees will be presented to Owner prior to the work being done.

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

Review of Application: The Property Management Company shall, upon behalf of the Architectural Committee, review the Submittal Package and Submittal Fee to ensure that it contains all of the information and fees required.

If the Submittal Package is complete, the Property Management Company will forward the Submittal Package to the Architectural Committee. The Property Management Company may determine and notify the Owner that, based upon the proposed Improvements or the complexity of the proposed Improvements, additional review fees will be required. The Submittal Package will not be submitted to the Architectural Committee unless the Submittal Package is completed and until such fees are paid. Failure to submit a complete Submittal Package and include the appropriate fees with the Submittal Package will constitute an incomplete application, and the application will be returned to the Unit Owner for completion prior to review by the Architectural Committee.

The Architectural Committee will review the Submittal Package and will provide written notification of approval, approval with conditions, or disapproval of the proposed modifications to the Property Management Company. The Property Management Company will then provide written notice of the actions taken by the Architectural Committee within sixty (60) days from the receipt of the Submittal Package along with one (1) set of the Submittal Package, appropriately marked with the Architectural Committee's action. In no event will any application for approval or any proposal, plans or specifications be deemed approved based upon the passage of lapse of time; any approval must be by affirmative written action of the committee to be effective.

If an Owner's proposal is not approved, or returned as incomplete, a revised Submittal Package may be submitted. Provided the re-submittal is prompt, and does not constitute a substantially revised proposal, the Architectural Committee will attempt to review the re-submitted application within the initial sixty (60) day period.

Diligence in Construction:

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

GENERAL CONDITIONS

Approval by the Architectural Committee does not constitute waiver of the requirements of any governmental agencies. Architectural approval of plans does not constitute acceptance of any technical or engineering specifications, and the Concerto Lofts Condominium Association assumes no responsibility for such. The function of the Architectural Committee is to review submittals for architectural design of Improvements, placement of Improvements, color schemes, exterior finishes and materials and similar features which are recommended for use in the Community. All technical and engineering matters are the responsibility of the Owner. In addition to the restrictions set forth in the CC&R's and Architectural Guidelines, each Owner shall also comply with the following restrictions and guidelines.



1. **Building Permits:** Building permits may be required for certain Improvements or changes. The applicant shall obtain Architectural Committee approval of any Improvements requiring a building permit prior to requesting such permit from the City.
2. **Damage to Common Area and/or Association Property:** An Owner shall be responsible for any damage to the Common Area and/or Association Property. All applicable charges for restoration will be charged back to the Owner by the Concerto Lofts Condominium Association Lofts and are due and payable within thirty (30) days from notification to the Owner.
3. **Effect of Approval:** Approval of plans is not authorization to proceed with Improvements on any property other than the Unit owned by the applicant.
4. **Building Code Requirements:** It shall be the responsibility of the Owner to ensure that proposed modifications shall be consistent with applicable building code requirements. No Improvements will be permitted that could impair the structural integrity or mechanical systems of the Community, or lessen the support of any portion of the Community.
5. **Zoning.** All uses shall be in conformity with the zoning ordinances of the City.
6. **Structural Alterations.** No structural alterations to the interior of or Common Area surrounding any 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.
7. **Mechanic's Liens.** No Owner may cause or permit any mechanic's lien to be filed against the Community for labor or materials alleged to have been furnished or delivered to the Community or any Condominium for such Owner, and any Owner who does so shall immediately cause the lien to be discharged within five (5) days after notice to the Owner from the Architectural Committee. If any Owner fails to remove such mechanic's lien, the Architectural Committee may, discharge the lien and charge the Owner a Special Assessment for such cost of discharge.
8. **Concrete Walls or Slabs.** No Owner shall drill, penetrate or otherwise tamper with the concrete or other structural components of the Community, including the Exclusive Use Balcony Areas and Exclusive Use Patio Areas.

REQUIREMENTS FOR: CONTRACTORS, SUBCONTRACTORS AND ANY OTHER WORK

Insurance and Contractor's License: Each Owner shall ensure that all contractors, subcontractors, or any other person or entity who/which performs work on or within the Community, shall provide proof of insurance, proof of valid workers compensation insurance, a California State Contractors License (if applicable) and a Los Angeles Business License (if applicable) to the Architectural Committee. The Association shall be named as an additional insured on the Certificates of Insurance for the period of time the work is in progress.

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

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

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

Trash and Debris: All trash and debris must be carried off-site on a daily basis. Neither the trash rooms, nor the trash chutes, may be used for disposing of construction or installation debris. Contractors may use the trash dumpsters only with the permission of the Property Management Company, and will be charged a fee for placing construction materials in the dumpster.



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

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

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

Conduct by Workers: Workers shall exhibit proper behavior consistent with the terms of these Architectural Guidelines, and shall show respect towards other Residents of the Project. Workers are not allowed to bring their pets within the Community and will be denied entry if they have a pet with them. Workers are prohibited from creating noise nuisance unrelated to the construction work. Workers are also prohibited from eating meals or taking breaks on the grounds in the Association Property. Workers must perform work such as carpet cutting and tile cutting in an area designated by the Property Management Company. All workers must wear shoes, pants or shorts and shirts with sleeves in the Community at all times.

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

Fire Safety Devices: No one shall remove any permanent smoke detectors, sprinklers, security speakers or fire safety devices anywhere in or about a Unit, the Common Area or the Association Property. If spray paint, sanding, or any other work that could potentially set off the smoke detectors or fire sprinklers will be performed, it is permissible to cover smoke detectors and/or fire sprinklers with plastic (and no other material), but the plastic **must be removed at the end of the each day. A fine of \$500 will be charged for each smoke detector or fire sprinkler left covered overnight.** Arrangement with the Association c/o the Property Management Company needs to be made in order to cover and protect smoke detectors located in the Common Area corridors adjacent to the Unit. Fire exits may not be blocked at any time. Any structural addition that has a lid must have sprinkler access.

Equipment: Contractors must use their own equipment. The use of Common Area electricity facilities, and Association tools and equipment is prohibited. Workers are also prohibited from using their equipment in the parking areas or garage or other Common Area. The Association is not responsible for the disappearance of any tools, equipment or materials left in the Common Area or Association Property.

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

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

COMPLIANCE WITH REQUIRED PROCEDURES

If any architectural change is made without the approval by the Architectural Committee or any violation of the Architectural Guidelines occurs, the Architectural Committee may deliver written notice of violation to the Owner. The violation notice shall specify a time period for removal of the non-conforming Improvement which the Architectural Committee reasonably determines is necessary to remove the non-conforming Improvement. The Unit Owner shall, upon receipt of the violation notice remove the non-conforming Improvement within the time period specified in the Violation notice or make an appeal to the Architectural Committee in writing (if an Architectural Committee is formed, violation notice appeals should still be made to the Architectural Committee). If an Owner fails to file an appeal within fifteen (15) days of the receipt of the notice of violation, the Owner shall have waived any right to appeal.

Upon receipt of a written appeal, the Architectural Committee shall, if there is a fine schedule adopted by the Architectural Committee, state the enforcement of the fine or imposition of any further fines until an appeal hearing



has been concluded. Within thirty (30) days of a request for a hearing, the Architectural Committee shall schedule an appeal at a time and date to be determined by the Architectural Committee. The appeal hearing shall be conducted in an informal manner and the Unit Owner shall have the opportunity to present any information or evidence to have the fine excused or mitigated. The decision of the Architectural Committee shall be final.

DISAPPROVAL BY THE ARCHITECTURAL COMMITTEE (APPEAL)

If the Architectural Committee is appointed and the Architectural Committee disapproves any application or approves any application with conditions, the party or parties making such application may appeal in writing to the Board of Directors. The Board of Directors must receive the written request for appeal not more than fifteen (15) days following the disapproval decision of the Architectural Committee. Within forty-five (45) days following receipt of the written request for appeal, the Board of Directors shall render its written decision. The failure of the Board of Directors to render a decision within the forty (45) day period shall be deemed a decision against the appellant. The decision of the Architectural Committee shall be binding and final.

INSPECTION AND CORRECTION OF WORK

Right of Inspection During Course of Construction: The Architectural Committee or its duly authorized representative may enter into any Unit during the course of construction or installation of any Improvements for the purpose of inspecting such construction and/or installation to determine whether it is performed in substantial compliance with the approved Plans and Specifications, the contractor's guidelines and applicable governmental rules and regulations.

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

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

Inspection: Within a reasonable period thereafter, the Architectural Committee, or its duly authorized representative, shall have the right to enter into Unit, as provided in Article 10, Section 10.5.2 of the CC&R's, 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 Architectural Committee finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner in writing of such non-compliance specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance.

STANDARDS APPLICABLE TO ALL UNITS

Drainage

There shall be no interference with the established drainage patterns, level, or grade over any Unit, Common Area or Association Property unless an adequate alternative provision is made for proper drainage and written approval is obtained from the Architectural Committee. The installation of any tile or other flooring material on balconies or patios is strictly forbidden as it will interfere with proper drainage.

Lighting (Exterior)

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

Water Supply Systems

No individual water supply or water softener system shall be permitted in any Unit unless such system is designed, located, constructed and equipped in accordance with the requirements, standards, and recommendations of any applicable water utility, the City or County, and all other applicable governmental authorities.



Window Coverings and Treatment

Submittal Requirements:

Except for tinting that is part of the original construction of the building, window tinting is prohibited.

Guidelines:

1. All window coverings shall be of a white color or must be lined with white colored materials, and must be maintained in a neat and attractive condition. Window coverings may only be of the roll-up type. Aluminum foils or other reflective materials, bed sheets, papers, and the like may not be applied to windows, at any time.
2. Exterior wrought iron or metal bars are prohibited.
3. Exterior screen doors must be approved by the Architectural Committee.

STANDARDS APPLICABLE TO RESIDENTIAL UNITS

Balconies and Patios

1. Outdoor furniture: Patio furniture and other similar outdoor furnishings must be in good condition.

These furnishings must be equipped with protective leg caps or other devices to prevent damage to the floor of the Exclusive Use Balcony Area and Exclusive Use Patio Areas. Additionally, none of these furnishings or other Improvement shall be nailed, bolted, or otherwise attached to the floor, walls, or any other portion of the Exclusive Use Balcony Area and Exclusive Use Patio Areas

2. Plants: Vegetation that extends beyond the railings, fences, walls and/or other boundaries of an Exclusive Use Balcony Area or Exclusive Use Patio Area is prohibited.
3. Awnings, Etc.: Awnings, ornamental screens, and sunshades shall not be permitted on any structure or elsewhere within the Community except those that are installed in accordance with the original construction of the Community or as authorized or approved by the Architectural Committee.

Structural Load Changes

Any modifications to a Unit that might increase such load of a Unit's floor must be approved by a structural engineer and the Architectural Committee. These items include, without limitation, changes in flooring (i.e., installation of ceramic tile, marble, granite, hard wood, etc.) and the placement of pool tables, pianos, potted plants or trees, and aquariums.

Flooring

Floor Coverings / Sound Transmission:

The floor coverings installed by Seller are designed to mitigate, but not eliminate, sound attenuation between Condominium Units. In an attempt to minimize sound attenuation between Condominium Units, Owners may not install any hard surface flooring without first obtaining a certification from a qualified sound mitigation engineering consultant stating that the proposed flooring complied with the Declaration and approval from the Architectural Committee. It is each owner's responsibility to ensure that the floor coverings installed by such owner meets the minimum requirements contained in Section 10.6 of the Declaration.

Submittal Requirements:

Except for those floors installed by Declarant, no Residential Owner shall install flooring (including without limitation tile or hardwood floors) or replace any flooring unless the prior approval of the Architectural Committee has been obtained. Installation of such sound control underlayment system shall include provisions for a perimeter insulation material which will ensure that impact noises are not transmitted into the Residential Units below the floor either directly through the floor or by going around the floor and through the surrounding walls. All alterations to walls and floors must be field tested under the supervision of a person experienced in the field of acoustical testing to determine compliance with the minimum sound control standards set forth in the Association's governing documents (CC&R's 10.6.1 & 10.6.2)



Guidelines:

All floor areas within a Unit shall be covered with materials designed to minimize noise transmission. The impact sound insulation rating of the floor ceiling assemblies after installation must be Field Impact Insulation class (FIIC) 45 or higher. Field Sound Transmission Class (FSTC) rating shall be not less than 50. The installation of carpet must also include the installation of padding if the Unit is situated on any floor above any other Units or any Common Areas.

Additional Requirements for Hard Surface FlooringSubmittal Requirements:

The Owner of any Residential Unit wishing to install a hard surface floor must submit to the Architectural Committee the following:

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

Sound Attenuation

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

Guidelines:

1. In your homeowner manual as well as your sales disclosures, you will note all different wall material types. No penetrations of any sort shall be made in the ceiling of any Unit. Acoustical sealant shall be packed around all holes made by nails or screws when hanging items from the wall.
2. No modifications shall be made to any Residential Unit which would result in a reduction in the minimum impact insulation class of the Unit.
3. Speakers for music reproduction, television and other audio-visual devices shall not be supported from or contact demising walls and shall be elevated from the floor by a proper acoustic platform.
4. Pianos, if applicable, shall have at least ½ inch neoprene pads under the supports to minimize vibration transmission into the structure.
5. All furniture should contain rubber castors or felt pads to minimize noise and vibration.

Signs

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

Guidelines:

1. Such signs as may be required by legal proceedings;



2. Residential identification signs, subject to the approval of the Architectural Control Committee as to suitability;
3. Job identification signs during the time of construction of any portion of the Concerto Lofts Project by Declarant;
4. Signs installed and maintained by Declarant, or Declarant's successors, as Owners of the Commercial Retail Units in accordance with Article 22 Section 22.2



UNIT ALTERATION AUTHORIZATION REQUEST

Prior to the commencement of any addition, alteration, construction work or other improvements, Owners must submit an application to the Architectural Committee for approval of such work in accordance with the procedures set forth above. Additional requirements, if applicable, shall at a minimum include the following prior to the commencement of any Unit alterations:

1. Provide the Association with a Certificate of Insurance for all contractors that will be doing work in the building.
2. Provide the Association with a copy of any approved building and other permits.
3. Provide the Association with a complete schedule for remodeling.
4. Deliver to the Association a deposit if required, in the required amount stated.

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

I have deposited with the Association, through Management, a check in the amount of \$ _____. I understand that this sum may be fully refunded, that fines, costs and other charges may be applied to the deposit, or that I may be subject to an additional assessment if the deposit is insufficient to reimburse the Association for its costs and expenses arising from or relating to my work of improvement. I understand that an accounting of my security deposit shall be made upon completion of such work of improvement in accordance with these Standards.

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

I also understand that the Association, through the Architectural Committee or its agent, has a right to inspect the premises at any time during normal business hours.

I will comply with all city, county and state building codes and obtain necessary permits and inspections and will deliver a copy of same to the Management Office of the Association in a timely manner.

Unit Owner

Date

INDEMNITY AND HOLD HARMLESS AGREEMENT

This Agreement is made this _____ day of _____ in the City of Los Angeles, County of Los Angeles, State of California between _____ and _____, hereinafter referred to as Indemnitor's and Concerto Lofts Condominium Association, c/o Action Property Management 901 S. Flower St. Los Angeles, CA 90015.

Indemnitor's seek to perform certain work of improvement more particularly described as: _____ upon the premises managed, maintained and operated by Concerto Lofts Condominium Association.

Indemnitor's jointly and severally undertake to defend, hold harmless and indemnify Concerto Lofts Condominium Association from and against any and all liability, loses, expenses, judgments or damages Concerto Lofts Condominium Association may suffer as a result of claims, costs or judgments against Concerto Lofts Condominium Association, arising out of Indemnitor's work of improvement, including any and all actions and omissions of Indemnitor's agents, independent contractors and/or employees.

In the event Concerto Lofts Condominium Association incurs any expenses, or becomes obligated to pay any attorneys' fees or court costs, as a result of any claims or demands arising out of Indemnitor's work of improvement, Indemnitor's agree to reimburse Concerto Lofts Condominium Association for such expenses, attorney fees or costs within a reasonable time, in no event to exceed 30 days, after receiving written notice from Concerto Lofts Condominium Association of the incurring of such expenses, attorney fees or costs.

Indemnitor's shall pay Concerto Lofts Condominium Association interest at the legal rate on all expenses or costs reasonably incurred by Concerto Lofts Condominium Association in the enforcement of this indemnity contract, and of any sums Concerto Lofts Condominium Association may pay as a result of claims, demands, costs or judgments with respect to the subject matter of this agreement, from which the date such sums are actually paid.

Indemnitor's and each of them represent and warrant that all work shall be performed by persons licensed by the State of California. Prior to commencement of any work evidence of license shall be furnished to Concerto Lofts Condominium Association.

In the event Concerto Lofts Condominium Association incurs any expenses or becomes obligated to pay any attorneys' fees or court costs arising from, resulting from, or relating to any claims, demands or liability arising out of Indemnitor's work or improvement, Indemnitor's agree to indemnify and reimburse Concerto Lofts Condominium Association for such expenses, attorneys' fees or costs within a reasonable time, but in no event to exceed thirty (30) days from the receipt of a written demand for indemnity from Concerto Lofts Condominium Association.

Concerto Lofts Condominium Association shall give Indemnitor's at least fifteen (15) days' written notice of any claim covered by the Agreement. Concerto Lofts Condominium Association shall not be obligated to tender the defense to Indemnitor's and may settle any claim without Indemnitor's' obligation to reimburse or indemnify Concerto Lofts Condominium Association for any settlement sum or other charge, cost, fees or expense paid in advance by Concerto Lofts Condominium Association. The Terms of this Indemnity Agreement shall bind and inure to the benefit of the parties and their heirs, legal representatives, successors and assigns.

Unit Owner

Date

**CONCERTO LOFTS CONDOMINIUM ASSOCIATION
ARCHITECTURAL APPLICATION**

RETURN FORM TO:

Concerto Lofts Condominium Association
C/O Action Property Management
901 South Flower Street
Los Angeles, CA 90015

Date: _____

Unit #: _____

Name of Owner(s): (1) _____

(2) _____

Current Mailing Address(es):

(1) _____ (2) _____

Home phone: _____ Home phone: _____

Work phone: _____ Work phone: _____

Cell phone: _____ Cell phone: _____

Email: _____ Email: _____

Please provide the following:

Name and company name of general contractor:

Phone Numbers: _____

State License Number: _____

Name and company name of designer:

Phone numbers:

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

Briefly describe proposed improvements:

Proposed Start Date: _____

Estimated Date of Completion: _____

Owner's Signature:

(1) _____ (2) _____

Date: _____

FOR OFFICE USE ONLY

Date Received: _____

Date Approved: _____

Date Letter of Approval Sent: _____

Insurance Received for Contractor: _____ Expiration Dates: _____

CONCERTO LOFTS CONDOMINIUM ASSOCIATION
NOTICE OF COMPLETION FORM

This form must be completed and submitted to the CONCERTO LOFTS CONDOMINIUM ASSOCIATION within thirty (30) days of completion of an Owner's improvements to the unit. Upon APPROVAL of the completed Project, your security deposit and any remaining balance from the application fee will be refunded to you, as applicable.

Today's Date: ___/___/___

Unit #: _____

Address Where Work Took Place: _____

Mailing Address: _____

Daytime Phone: (____) ____-_____

Evening Phone: (____) ____-_____

Email Address: _____

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

Date Work Was Completed: ___/___/___

Applicant's Name: _____

Applicant's Signature: _____

(Please Print)

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

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

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

Committee Comments:

Submittal

APPROVED

Submittal

NOT APPROVED

Submittal

APPROVED WITH CONDITIONS

1st 2nd 3rd

1st 2nd 3rd

- Incomplete Submittal
Require Additional Information
Appearance Evaluation Review
Checklist
Completion of Home Improvement Form

- Community CC&R's
Notes on Plans
Appearance Evaluation Review
Plan Check Review Letter
Other

Consultant Signature:

Signature (1st Submittal)

Date

Signature (2nd Submittal)

Date

Signature (3rd Submittal)

Date

MOVE-IN/MOVE-OUT PROCEDURES



MOVE-IN/MOVE-OUT PROCEDURES

PRIOR TO YOUR MOVE - SCHEDULING

TO ENSURE PROPER SCHEDULING AND AVAILABILITY OF THE MOVE-IN/MOVE-OUT ELEVATOR DESIGNATED FOR YOUR MOVE, EACH OWNER MUST SCHEDULE THEIR MOVE **AT LEAST SEVEN (7) BUSINESS DAYS IN ADVANCE** TO RESERVE A TIME(S) FOR YOUR MOVE. You should review any questions that you might have regarding these Move-In/Move-Out procedures. At the time you schedule your move, you must sign the Move-In/Move-Out Agreement (attached).

IF YOU DO NOT SCHEDULE A MOVE-IN OR MOVE-OUT, YOU MAY BE SUBJECT TO A FINE BY THE ASSOCIATION.

MOVING DEPOSIT AND FEES

At the time you schedule your move, you must sign the Move-In/Move-Out Agreement stating that you understand that a **non-refundable move in fee of \$150 and a refundable deposit of \$500 must be delivered to Management Office three (3) business days prior to the scheduled move-in/move-out.** The deposit is applicable to all damage, repair, and cleaning of the Common Area, losses or other liabilities and charges incurred as a result of the move. Additionally, the Owner accepts total responsibility for the cost of any damage, repair, cleaning, losses or other liabilities that may exceed the amount of the deposit.

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

TIMES YOU MAY MOVE

Move-in/Move-outs will be conducted between 8:00 a.m. and 5:00 p.m. daily, Monday through Saturday, except for the following Holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Yom Kippur and Christmas Day. Sundays are reserved as a time of quiet enjoyment for all residents and therefore no moving is allowed on Sunday.

Move times are reserved in four (4) hour increments from 8:00 a.m. to 12:00 p.m. and from 1:00 p.m. to 5:00 p.m. You may be charged additional fees if your move exceeds your reserved four (4) hour time block. An appointment to schedule a move-in or move-out of the building must be made a **minimum seven (7) business days in advance** of the move to ensure access to the elevator within a specific timeframe and day. Unscheduled moves will not be allowed use of the elevators.

In order to allow the elevator to be held to one floor, the Owner or mover must register with Management during the scheduled day and time. Management may provide a key allowing the Owner or mover to take the elevator out of service and a key for the Common Area. These keys must be returned upon completion of the move. Failure to return such keys may entitle the Association to retain the Owner's deposit.

PARKING

If you are using a professional moving company, be sure to inform them that it will be necessary to park large moving trucks in the areas designated by Management. As certain areas must be kept free of parked vehicles it is essential that the arrival time of moving vans be confirmed with Management. If you have any questions or concerns about the size of the vehicle you intend to use, please discuss this matter with Management PRIOR to the day of your Move-In.



YOUR MOVING COMPANY

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

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

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

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

THE MOVING COMPANY MUST PROVIDE PROTECTIVE COVERING FOR THE ELEVATOR CAB WALLS DURING THE MOVING PROCESS. IT IS THE MOVER'S RESPONSIBILITY TO ENSURE THAT THESE ARE IN PLACE PRIOR TO BEGINNING THE MOVE. IN THE ABSENCE OF PROTECTIVE COVERINGS, ALL ITEMS MUST BE WRAPPED IN MOVING BLANKETS. ADDITIONALLY, MASONITE MUST BE PROVIDED BY THE MOVING COMPANY TO PROTECT THE COMMON AREA HALLWAY CARPETING.

NO MOVES WILL BE PERMITTED IF THE PROTECTIVE COVERINGS ARE NOT FULLY IN PLACE.

THE OWNER IS RESPONSIBLE FOR ALL COSTS FOR REPAIRS NECESSITATED BY THE MOVE.

Please provide the moving company with a copy of the **Memo To Moving Company Personnel** (attached), which may be obtained from the management office, so that they have a clear understanding of the Concerto moving requirements.

SUGGESTIONS FOR MOVING PREPARATION

MAKE A PLAN

You will save time and money if you plan the location of your furniture in your new home before it is delivered by the moving company.

BE SURE YOU KNOW:

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

AFTER MOVING IN

BOXES AND PACKING MATERIALS

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

All trash and debris must be carried off-site by your moving company. The trash dumpsters inside the building may not be used for disposing of debris, furniture boxes or packing material. Please contact Management for further details.



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

FUTURE MOVES/DELIVERIES

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

IF YOU DO NOT SCHEDULE DELIVERIES (requiring more than one person to carry), YOU MAY BE SUBJECT TO A FINE BY THE ASSOCIATION.

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



**CONCERTO LOFTS CONDOMINIUM ASSOCIATION
OWNER MOVE-IN/MOVE OUT AGREEMENT**

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

As an Owner of the CONCERTO LOFTS CONDOMINIUM ASSOCIATION, I have read the Move-In/Move-Out Procedures for Concerto located within the Residential Handbook for Concerto. I understand that a non-refundable move in fee of \$150 and a refundable deposit of \$500 must be delivered to Management Office seven (7) business days prior to the scheduled move-in/move-out. The deposit is applicable to all damage, repair, cleaning, losses or other liabilities and charges incurred as a result of the move. Additionally, the Owner accepts total responsibility for the cost of any damage, repair, cleaning, losses or other liabilities that may exceed the amount of the deposit.

I further understand and agree that if my Move-In/Move-Out requires more than the allotted time that it may be interrupted to allow other scheduled moves. In addition, I may be charged additional fees for exceeding my allotted time.

I understand that if for any reason, I need to cancel or reschedule my move, I must inform Management at least one (1) business day in advance. Failure to do so may result in a fine assessed to my account after notice and hearing.

I understand and agree to all terms as described in the Move-in/Move-out Procedures of the Residential Handbook.

Name

Date

Signature

Condominium No. _____

Please send your completed form to:

CONCERTO LOFTS CONDOMINIUM ASSOCIATION
c/o Action Property Management
901 South Flower Street
Los Angeles, CA 90015
P: (213) 622.2299
F: (213) 622.2949

**CONCERTO LOFTS CONDOMINIUM ASSOCIATION
MEMO TO MOVING COMPANY PERSONNEL**

TO: MOVING COMPANY PERSONNEL
FROM: CONCERTO LOFTS CONDOMINIUM ASSOCIATION
DATE: _____
SUBJECT: MOVE-IN POLICIES OF CONCERTO

These policies should be reviewed by the Moving Company Supervisor prior to the move. Concerto will only allow moving companies on the property who will cooperate in keeping the building secure and the property damage-free. In the case that an elevator key or any access keys, if provided by the Association or Management, is lost by the moving company, the company must have insurance, which will cover all expenses involved with re-keying, including replacement of cylinders as may be necessary.

In order to make the move go smoothly for you, your customer and Concerto, please make note of the following policies. If you have any questions about these, policies, please contact the Management prior to the move.

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

Please mail the certificate to:

CONCERTO LOFTS CONDOMINIUM ASSOCIATION
c/o Action Property Management
901 South Flower Street
Los Angeles, CA 90015
Telephone: (213) 622-2299
Fax: (213) 622-2949

2. A representative of the Association may walk with the moving company supervisor from the point of entry to the building, to the elevator and to the Owners condominium. During this initial walkthrough, any existing damage may be noted on a checklist and signed by the moving company representative and the Association's representative.

3. If provided by Management, the elevator key will allow you to hold the elevator at point of entry and on your customers' floor in order to minimize the time necessary to accomplish the move. **NO FURNITURE, BOXES, ETC., ARE TO BE LEFT IN THE COMMON AREAS OR ASSOCIATION PROPERTY.**

4. **CEILINGS MAY NOT BE REMOVED FROM THE ELEVATOR.**

5. It is the responsibility of the mover to check the actual dimensions of the elevator cabs prior to loading large items into the elevator to prevent damage to the elevator cab finish.

6. **IT IS THE RESPONSIBILITY OF THE MOVING COMPANY TO INSURE THAT PROTECTIVE COVERINGS HAVE BEEN INSTALLED IN THE ELEVATOR PRIOR TO THE MOVE. IN THE ABSENCE OF PROTECTIVE COVERINGS ALL ITEMS MUST BE WRAPPED IN MOVING BLANKETS.**



IT IS ALSO THE RESPONSIBILITY OF THE MOVER TO PROVIDE MASONITE SHEETS TO PROTECT THE FLOORING BETWEEN THE PARKING GARAGE AND THE ELEVATOR AND BETWEEN THE ELEVATOR AND THE UNIT DURING THE MOVING PROCESS. NO MOVE CAN BEGIN UNTIL THESE PROTECTIVE COVERINGS ARE IN PLACE.

7. UNDER NO CIRCUMSTANCES MAY FURNITURE OR OTHER BELONGINGS BE DRAGGED ACROSS THE HALLWAYS OR OTHER ENTRY AREA FLOORS. Dollies or hand trucks must be used at all times. The association's equipment (dollies, hand trucks and vacuums) will not be provided by the Association.

8. Moves are scheduled from 8:00 am to 5:00 pm, Monday through Saturday ONLY. No moves are allowed on Sundays and certain holidays.

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

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



**CONCERTO LOFTS CONDOMINIUM ASSOCIATION
MOVING COMPANY MOVE-IN/MOVE-OUT PROCEDURES ACKNOWLEDGMENT FORM**

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

This form is to be signed by the supervisor assigned to the move by the Moving Company and returned to the Management prior to any move-in or move-out.

Signature of Moving Company Supervisor

Date

Moving Company Name

Resident's Name

Condominium # _____

Please send your completed form to:

CONCERTO LOFTS CONDOMINIUM ASSOCIATION
c/o Action Property Management
901 South Flower Street
Los Angeles, CA 90015
P: (213) 622-2299
F: (213) 622-2949

FORMS

**CONCERTO LOFTS CONDOMINIUM ASSOCIATION
WAIVER & RELEASE FORM – UNIT KEY OPT IN**

Unit #: _____

HOMEOWNER

Last Name: _____

First Name: _____

Phone #1: (____) _____

Phone #2: (____) _____

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

Last Name: _____

First Name: _____

Phone #1: (____) _____

Phone #2: (____) _____

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

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

HOMEOWNER

Signature: _____

Date: _____

TENANT

Signature: _____

Date: _____

**CONCERTO LOFTS CONDOMINIUM ASSOCIATION
WAIVER & RELEASE FORM – UNIT KEY OPT OUT**

Unit #: _____

HOMEOWNER

Last Name: _____

First Name: _____

Phone #1: (____) _____

Phone #2: (____) _____

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

Last Name: _____

First Name: _____

Phone #1: (____) _____

Phone #2: (____) _____

The undersigned(s) understands and acknowledges that he/she/they have knowingly and willingly opted to NOT allow the CONCERTO LOFTS CONDOMINIUM ASSOCIATION ("Association") to retain a duplicate key to the above Unit. Per the Association governing documents, should an emergency situation occur, the building personnel and all other types of emergency personnel shall have authorization to enter your Unit and/or Storage Space to affect immediate cure, in some cases by forcible entry. Any person entering upon a Unit to affect such cure shall not be subject to liability to the Owner or Occupant and no trespass or other wrongful act shall be deemed to have been committed by reason of such entry or curing.

The undersigned(s) further waives and releases the Association, its property management company, and each of their directors, officers, employees, agents or representatives, from any and all damages, losses, injuries, claims, or other liabilities related to, alleged, or incurred, as a result of the Association's inability to access homeowner's unit in a timely fashion to address any emergency within your unit due to homeowner's option to not allow the Association to retain a key to their unit. Homeowner further agrees to hold the Association, its property management company, and each of their directors, officers, employees, agents or representatives harmless from any and against all claims, suits, losses, damages, or liability, including without limitation, attorneys' fees and costs, arising out of or resulting there from.

HOMEOWNER

Signature: _____

Date: _____

TENANT

Signature: _____

Date: _____

**CONCERTO LOFTS CONDOMINIUM ASSOCIATION
CONDOMINIUM RENTAL FORM**

RE: Unit(s) #: _____

In accordance with Article 12 Section 12.3.2 of the Declaration of Covenants, Conditions and Restrictions of Concerto ("Declaration"), Owner is intending to lease the Owner's Condominium subject to the terms and conditions of the Declaration.

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

Owner hereby provides the names and contact information for Owner's Lessees to the Association.

AGREED & ACCEPTED:

Condominium Owner:

Tenant:

Name: _____

Name: _____

Mailing Address: _____

Mailing Address: _____

Date: _____

Date: _____

Effective Date of Lease: _____

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

Please send your completed form to:

CONCERTO LOFTS CONDOMINIUM ASSOCIATION
c/o Action Property Management
901 South Flower Street
Los Angeles, CA 90015
P: (213) 622.2299
F: (213) 622-2949

**CONCERTO LOFTS CONDOMINIUM ASSOCIATION
RESIDENTIAL OWNER/TENANT INFORMATION FORM**

NEW OWNER OR TENANT ONLY

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

DATE SUBMITTED: _____ UNIT # _____

RESIDENTIAL OWNER(S):

TENANT(S):

NAME: _____

NAME: _____

ADDRESS: _____
Street

ADDRESS: _____
Street

City State Zip

City State Zip

Telephone:() _____

Telephone: () _____

E-MAIL _____

E-MAIL _____

Please send your completed form to:

CONCERTO LOFTS CONDOMINIUM ASSOCIATION
c/o Action Property Management
901 South Flower Street
Los Angeles, CA 90015
P: (213) 622-2299
F: (213) 622-2949

**CONCERTO LOFTS CONDOMINIUM ASSOCIATION
OWNER/TENANT CHANGE OF INFORMATION FORM**

FOR EXISTING OWNER OR TENANT

DATE SUBMITTED: _____ UNIT # _____

NAME: _____

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

BILLING ADDRESS: _____

TENANT(S) NAME: _____

ADDRESS: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: BUSINESS: () _____

PHONE: BUSINESS () _____

FAX: () _____

FAX: () _____

HOME: () _____

HOME: () _____

E-MAIL: _____

E-MAIL: _____

Please send your completed form to:

CONCERTO LOFTS CONDOMINIUM ASSOCIATION
c/o Action Property Management
901 South Flower Street
Los Angeles, CA 90015
P: (213) 622-2299
F: (213) 622-2949

**CONCERTO LOFTS CONDOMINIUM ASSOCIATION
VIOLATION REPORT FORM**

There must be at least one signature from an Owner/Member of the Association to pursue a violation against another Owner or tenant. Please provide a brief description of the violation and be as specific as possible with enough detail so that the Board can take the appropriate actions required under the circumstances. Please note that as the reporting party, you may be called as a witness at a hearing before the Board and the alleged violating member may be given the opportunity to examine this report or ask questions of you as part of his or her due process rights. Your signature on this Violation Report indicates your willingness to be present at a hearing for purposes of determining whether a violation has occurred.

REPORT FILED BY:

Name: _____

Name: _____

Unit # _____

Unit # _____

Phone: _____ Date: _____

Phone: _____ Date: _____

Signature: _____

Signature: _____

ALLEGED VIOLATOR INFORMATION:

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

Description of alleged violation:

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

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

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

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

**CONCERTO LOFTS CONDOMINIUM ASSOCIATION
GUEST AUTHORIZATION FORM**

Unit #: _____

Please print clearly:

Last: _____
 Homeowner Name or Tenant Name

First: _____

Last: _____
 Homeowner Name or Tenant Name

First: _____

As Owner or Resident of the above referenced unit(s), I hereby authorize Management to grant access to the following individuals, based on the criteria indicated, to the community. This authorization shall remain in effect until revoked in writing, or superseded in writing.

Guests with unlimited access privileges (enter the full names of guests to be granted unlimited access unannounced 24 hours per day upon presentation of valid identification)

Name	Relationship	Phone Number

Guests with limited access privileges (enter full names of guests, service provider or service companies to be granted access only between the hours of 7:00 A.M. and 6:00 P.M.)

Name	Relationship	Day/Time expected

Signatures: _____ Date: _____
 Homeowner Signature or Tenant Signature

Signatures: _____ Date: _____
 Homeowner Signature or Tenant Signature

Please send your completed form to the address below:

CONCERTO LOFTS CONDOMINIUM ASSOCIATION
c/o Action Property Management
901 South Flower Street
Los Angeles, CA 90015
P: (213) 622-2299
F: (213) 622-2949

**CONCERTO LOFTS CONDOMINIUM ASSOCIATION
ENTRY RELEASE FORM**

Unit #: _____

Last: _____
 Homeowner Name or Tenant Name

First: _____

Phone #1: (____) _____

Phone #2: (____) _____

Last: _____
 Homeowner Name or Tenant Name

First: _____

Phone #1: (____) _____

Phone #2: (____) _____

I hereby grant permission to the CONCERTO LOFTS CONDOMINIUM ASSOCIATION to allow the following person or persons to enter my Unit in my absence for the following purpose:

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

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

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

Signature: _____
 Homeowner Signature or Tenant Signature

Date: _____

Signature: _____
 Homeowner Signature or Tenant Signature

Date: _____

Please send your completed form to the address below:

CONCERTO LOFTS CONDOMINIUM ASSOCIATION
 c/o Action Property Management
 901 South Flower Street
 Los Angeles, CA 90015
 P: (213) 622-2299
 F: (213) 622-2949

**CONCERTO LOFTS CONDOMINIUM ASSOCIATION
MEMBERSHIP LIST OPT OUT FORM**

Unit#: _____

Association Members (Unit Owners) have the right, under certain circumstances, to inspect and copy the Association's membership list, including Members' names, property addresses, and mailing addresses.

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

Please complete the form below if you **do not** want your information shared with other homeowners. You may return it to Management.

If we do not have in our file this form or any written note that you wish to be contacted by other means, your name, property address, and mailing address may be given to other homeowners, if requested.

Membership List Opt Out

Homeowner Name or Tenant Name

Name: _____	Date: _____
Print Name	
Signature: _____	
Property Address: _____	Unit #: _____
City: _____	State: _____ Zip Code: _____
<input type="checkbox"/> Please check here if you prefer not to share your information to other homeowners.	

Please send your completed form to the address below:

CONCERTO LOFTS CONDOMINIUM ASSOCIATION
c/o Action Property Management
901 South Flower Street
Los Angeles, CA 90015
P: (213) 622-2299
F: (213) 622-2949

**CONCERTO LOFTS CONDOMINIUM ASSOCIATION
PET REGISTRATION FORM**

Unit #: _____

Last: _____
 Homeowner Name or Tenant Name

First: _____

Last: _____
 Homeowner Name or Tenant Name

First: _____

	Pet #1	Pet #2
Name		
Breed		
Weight		
Age		
Year licensed (for dogs)		

Please attach a color photograph of your pet.

Animals Rules and Regulations

By signing and submitting this pet registration form to CONCERTO LOFTS CONDOMINIUM ASSOCIATION, I affirm that I have read and understand the Animals Section in the Association's Rules and Regulations and agree to comply therewith. The facts set forth herein are true and complete.

Signature: _____
 Homeowner Signature or Tenant Signature

Date: _____

Signature: _____
 Homeowner Signature or Tenant Signature

Date: _____

**ASSOCIATION POLICIES
AND
MISCELLANEOUS
INFORMATION**



CONCERTO LOFTS CONDOMINIUM ASSOCIATION ASSESSMENT COLLECTION POLICY

Prompt payment of Assessments by all owners is critical to the financial health of the Association, and to the enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligation to enforce the members' obligation to pay assessments. The Board has adopted this Collection Policy in an effort to discharge that obligation in a fair, consistent and effective manner. The following are the Association's assessment collection practices and policies, pursuant to Civil Code ("CC") §1365.1 and payment plan standards consistent with CC §1367.1(c)(3):

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



obtained, the owner will be charged a fee for the report.

11. An owner may dispute the debt noticed in the pre-lien letter by submitting to the board a written request to meet and confer with a designated director of the Association pursuant to the Association's Internal Dispute Resolution Policy. (CC §§1363.840; 1367.1(a)(5))
12. Owners may submit a written request to meet with the board to discuss a payment plan. If such request is mailed within 15 days of the postmark of the pre-lien notice, the board will meet with the owner, in executive session, within 45 days of the postmark of such request, unless there is no regularly-scheduled meeting of the board within that period of time, in which case the board may designate a committee of one or more directors to meet with the owner. (CC §1367.1(c)(3)) In addition to the foregoing procedure for requesting a payment plan, an owner may negotiate a payment plan with the Association's managing agent, attorney or authorized collection agent. Any payment plan must comply with the standards for payment plans set forth herein below.
13. A delinquent owner may also request a payment plan to satisfy his or her debt, without first meeting with the board. Payment plans will be considered on a case-by-case basis. Generally, no payment plan may exceed six (6) months in duration. Fees and/or costs may be charged for the administration of any payment plan, and may vary based upon the duration of the payment plan. Any request for a payment plan which exceeds six months in duration must be accompanied by a written explanation of the reason for the request, which includes documentation of the owner's special circumstances, financial hardship, and ability to make the payments requested. If a lien has not been recorded prior to the time that any payment plan is entered into, one may be recorded during the repayment period to secure the debt while the payment plan is pending. Payment plans must provide for full payment of the delinquent amounts, in addition to the amounts, which will accrue during the repayment period, including any regular and/or special assessments, and any fees and/or costs related to the administration of the payment plan and/or for the recording and/or release of any lien. Once a payment plan is entered into, additional late charges will not accrue for so long as the owner complies with the terms of the payment plan. In the event of a default in any payment agreement, the Association will resume collection efforts from the time prior to entering into the payment plan. (CC §1367.1(c)(3))
14. If an owner to whom a pre-lien letter is sent fails to pay the amounts demanded therein within thirty (30) days from the date such pre-lien letter is mailed, a lien for the amount of any delinquent assessments, late charges, interest and/or costs of collection, including attorneys' fees may be recorded against the owner's Property. (CC §1367.1(d)) The owner will be charged a fee for such lien. No lien will be recorded unless a majority of the members of the board of directors approves the decision to record the lien at an open board meeting. (CC §1367.4(c)(2))
15. A copy of the lien will be sent to every person whose name is shown as an owner of the Property in the Association's records, via certified mail, within ten (10) calendar days of recordation of the lien. (CC §1367.1(d)) Any lien recorded by the Association will remain as an encumbrance against the Property until the debt secured thereby is satisfied.
16. Prior to initiating foreclosure of any lien, the Association shall offer to the owner of the Property, and if so requested by the owner, shall participate in dispute resolution in accordance with the Association's Internal Dispute Resolution Policy, or in alternative dispute resolution with a neutral third party pursuant to CC §1369.510 et seq. The decision to pursue internal dispute resolution or a particular type of alternative dispute resolution shall be the choice of the owner, except that binding arbitration shall not be available if the Association intends to pursue judicial foreclosure.
17. The Association will not seek to foreclose any lien through judicial or non-judicial foreclosure unless and until the amount of delinquent assessments secured thereby reaches \$1,800.00, or until the assessments are at least twelve (12) months delinquent. The decision to initiate foreclosure of any lien shall be made by a majority vote of the board members, in executive session.
18. If the board of directors decides to initiate foreclosure of a lien, it shall provide notice of such decision to the owner pursuant to CC §1367.4(c)(3). Such notice will be by personal service to an owner who occupies the Property or to the owner's legal representative. The board shall provide written notice to an owner of Property who does not occupy the Property by first-class



mail, to the most current address shown on the books of the Association. In the absence of written notification by the owner to the Association, the address of the owner's Property shall be treated as the owner's mailing address. (CC §1367.4(c)(3))

19. Within 21 days of receipt of full payment to satisfy a lien, the Association will record a release of lien, and provide a copy thereof to the owner. (CC §1367.1(d))
20. Owners have the right to inspect certain Association records pursuant to Corporations Code §8333 to verify the debt.
21. The mailing address for overnight payment of assessments, notices or requests, is: c/o Action Property Management, Inc., 2603 Main Street, Suite 500, Irvine, CA 92614.
22. Nothing herein limits or otherwise affects the Association's right to proceed in any other lawful manner to collect any delinquent sums owed to the Association. The Association reserves the right to change the amount of any collection fee or charge, without notice, and reserves the right to modify or amend this collection policy at any time.

ASSESSMENTS AND FORECLOSURE

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

ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800.00). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800.00) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Section 1367.4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 1366, 1367.1, and 1367.4 of the Civil Code.)

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a member or a member's guests, if the governing documents provide for this. (Sections 1366 and 1367.1 of the Civil Code.)

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

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

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

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



PAYMENTS

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

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

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

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

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

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

Adopted by the Board of Directors May 26, 2011

CONCERTO LOFTS CONDOMINIUM ASSOCIATION ALTERNATIVE AND INTERNAL DISPUTE RESOLUTION

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

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

I. INTERNAL DISPUTE RESOLUTION ("IDR") PROCEDURES

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

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

II. ALTERNATIVE DISPUTE RESOLUTION ("ADR")

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

A. WHAT IS ADR?

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

B. SCOPE OF ADR REQUIREMENTS

The ADR provisions of Civil Code Section 1369.510-1369.590 apply only to enforcement actions filed by either homeowners or the Community Association against the other which (1) seek the enforcement of the



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

C. ADR COMPLIANCE PROCEDURES:

1. The Request for Resolution.

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

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

2. Service of the Request for Resolution.

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

3. Response to a Request for Resolution.

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

4. Tolling.

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

5. Requirements for Filing a Lawsuit.

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

D. RAMIFICATIONS OF A REFUSAL TO PARTICIPATE IN ADR:

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



CONCERTO LOFTS CONDOMINIUM ASSOCIATION ENFORCEMENT & FINE POLICY

1. Notice of Violation. A letter will be sent via first-class U.S. mail or personal delivery to the owner of the residence. The letter will include the following information: (a) the alleged violation, (b) the provision of the Association's governing documents that was allegedly violated, (c) the date upon which the alleged violation must be cured to avoid further action.

2. Notice of Hearing. If the violation is not cured within the timeframe set forth in the Notice of Violation letter, a Notice of Hearing will be sent via first-class U.S. mail or personal delivery to the owner of the residence. The Notice of Hearing will include the following information: (a) the alleged violation, (b) the provision of the Association's governing documents that was allegedly violated, (c) the date upon which the alleged violation must be cured to avoid further action, and (d) the time, date and place of the next Board meeting whereat the violation will be addressed by the Board in a hearing in executive session. A copy of the Association's Enforcement Policy and Fine Schedule will be enclosed with the Notice of Hearing. The Notice of Hearing shall be sent at least ten (10) days prior to the scheduled hearing date.

3. Hearing. On the date and at the time set forth in the Notice of Hearing, the Board of Directors will meet in executive session, regardless of whether the alleged violating member is in attendance, to discuss and evaluate the evidence that has been presented by the complaining party, the alleged violating member (either by written statement or evidence, or personal testimony) and any witnesses. The alleged violating member shall have an opportunity to review the evidence presented against him or her and address the Board in his or her defense.

4. Disciplinary Action. If the Board of Directors, after evaluating all the evidence presented, finds that a violation has occurred, then the Board may impose disciplinary action against the violating homeowner by (a) levying a fine in accordance with the Fine Schedule, and/or (b) suspending the owner's membership privileges; however, this does not relieve the owner's obligation to pay all assessments levied by the Association or to otherwise comply with the governing documents. Any such suspension shall be for a period of time not exceeding thirty (30) days for any non-continuing violation. In the case of a continuing violation, such suspension may continue for as long as the violation continues.

5. Written Findings. Within fifteen (15) days following the hearing, the Board of Directors shall provide the member with a written notice of its findings and any disciplinary action imposed against the member, by first-class mail or personal delivery. No disciplinary action shall be effective until and unless such notice of Written Findings has been sent to the member.

6. Meet and Confer. If the violation is not cured after the hearing, the Association will proceed with "meet and confer" procedures pursuant to Civil Code Section 1363.840.

7. Legal Action. The Board reserves the right, at any time during the enforcement process, to turn the violation matter over to the Association's legal counsel for enforcement via alternative dispute resolution and/or litigation, after the Board has requested the owner agree to the Association's meet and confer procedures. Certain violations may result in the immediate filing of a lawsuit.



**CONCERTO LOFTS CONDOMINIUM ASSOCIATION
SCHEDULE OF FINES**

APPLICABLE TO OWNERS, RESIDENTS, HOUSEHOLD MEMBERS, GUESTS AND CONTRACTORS

SUBJECT	FINE FOR FIRST VIOLATION UNLESS OTHERWISE STATED	GOVERNING AUTHORITY
GENERAL		
Unauthorized or illegal use, damage, or alteration of Concerto facilities, property or equipment	\$100 - \$1000 + cost of repair plus insurance deductible and any increase in premium as a direct result	CC&R's Article 12 Residential Handbook, Pages 5-13
Permitting a nuisance (examples include unreasonable noise including barking dogs and loud music), clutter (including unsightly articles) which obstruct or interfere with the rights of other residents, or results in an unaesthetic appearance	\$100 - \$1000 per incident	Residential Handbook, Page 11
Unauthorized or illegal use of a dwelling unit, including conducting a traffic generating business from residence.	\$150 per incident	CC&R's Article 12, Section 12.1.1 and 12.1.2
To keep covered fire sprinkler system or smoke detectors	\$500	Residential Handbook, Page 27
Unreserved Move-In or Move-Out	\$200	Residential Handbook, Page 38
PET REGULATIONS		
Failure to keep animal on leash or otherwise restrained	\$200	CC&R's Article 12, Section 12.1.7
Allowing excessive noise	\$200	CC&R's Article 12, Section 12.1.6
Failure to clean up after pet	\$200	CC&R's Article 12, Section 12.1.7
Animals bred, raised or kept on premises for commercial purposes	\$250 per animal	CC&R's Article 12, Section 12.1.7
Injury to persons or damage to property caused by animals	\$500 + cost of repair	CC&R's Article 12, Section 12.1.7
Dogs left on the balcony unattended	\$200	Residential Handbook, Page 10
ARCHITECTURAL		
Commencement of work without prior Architectural Control Committee approval. Owner will be notified and allowed 15 days to submit application for approval. Application not submitted within 15 days after receiving written notification from the Architectural Committee	Cessation of project, \$250 fine and removal of alteration if not approved. An additional \$100 and \$100 for each additional 30 day period until application is received.	CC&R's Article 10, Section 10.2 Residential Handbook, Pages 27-28
Deviation from Architectural Committee approved plans Continued deviation after notice and failure to cure within specified time period	\$200 \$200 each month until violation is cured	CC&R's Article 10, Section 10.2 Residential Handbook, Page 27-28
Sign violation	\$200	CC&R's Article 12, Section 12.1.3 ; Residential Handbook, Page 6
Owner does not allow a home improvement inspection	\$500 each occurrence and project halted	CC&R's Article 10, Section 10.5 Residential Handbook, Page 28
Satellite Dish/Antenna Violation	\$200	CC&R's Article 12, Section 12.3.9 Residential Handbook, Page 6
Failure to maintain exclusive use common area	\$200 each month until violation is	CC&R's Article 12, Section 12.3.10 ;

SUBJECT	FINE FOR FIRST VIOLATION UNLESS OTHERWISE STATED	GOVERNING AUTHORITY
or unit as required Non-compliance after specified time period. Continued non-compliance.	corrected Cost of the Board to make repairs/conduct required maintenance.	Article 9
COMMON AREA/EXCLUSIVE USE COMMON AREA		
Modification to exclusive use common area balconies and/or patios that interferes with normal drainage.	\$200 + cost of repair	CC&R's Article 12, Section 12.3.10
Improper use of disposal/recycle receptacles by residents, their guests or contractors	\$200 per incident	Residential Handbook, Page 12
Balcony and/or patio water violation	\$200 per occurrence	CC&R's Article 12, Section 12.3.10
Prohibited storage on balcony and/or patio	\$200 per occurrence	CC&R's Article 12, Section 12.3.4

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

- a. Each Violation: \$200
- b. Continuing Violation: \$500 per month, per violation, until such time as the violation(s) is cured

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

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

The Board reserves the right, at any time during the enforcement process, to turn the violation matter over to the Association's legal counsel for enforcement via alternative dispute resolution and/or litigation.

CONCERTO LOFTS CONDOMINIUM ASSOCIATION POLICY STATEMENT FOR OPEN FORUM AND BOARD MEETING CONDUCT

The Board of Directors welcomes resident attendance at the Board meetings, to observe business matters that take place involving the CONCERTO LOFTS CONDOMINIUM ASSOCIATION.

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

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

The procedure for Open Forum is simple:

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

Understanding Board Meeting Conduct:

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



CONCERTO LOFTS CONDOMINIUM ASSOCIATION NUISANCE AND NOISE POLICY

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

- ❖ **Horn, Whistles, Bells.** No horns, whistles, bells or other sound devices, except security devices approved by the Board may be used in any unit.
- ❖ **Speakers.** No sound system, loudspeakers, entertainment systems or other internal sound, or noise generating or amplifying device may be installed in any wall or ceiling.
- ❖ **Musical Instruments.** No resident may play or permit to be played any musical instrument in such a way as to unreasonably (i) disturb other residents, or (ii) be heard between the hours of 10:00 p.m. and the following 8:00 a.m. in such a way to disturb other residents.
- ❖ **Radio, TV, Stereo.** No resident may play or permit to be played any radio, television, stereo or similar device in such a way as to unreasonably (i) disturb other residents, or (ii) be heard by other residents between the hours of 10:00 p.m. and the following 8:00 a.m.
- ❖ **Sound Proofing.** Owners must ensure that any changes to their unit shall not have the effect of increasing the level of noise or sounds that can be heard outside the unit above a sound rating (impact and airborne sounds) **of 40 dB(A) / 50 FIIC**. No Owner may take any actions that may interfere with the structural noise mitigation Improvements installed in the Units, to include flooring, walls or plumbing modifications.

Floors All changes to floors separating units must be accomplished in strict accordance with Article 10 Section 10.6.1 of the CC&R's.

Walls All changes to walls in the units must be accomplished in strict accordance with Article 10 Section 10.6.2 of the CC&R's.

Plumbing All plumbing must be properly insulated for sound and must be isolated from walls, studs, joists, ceilings, and flooring as stated in Article 10 Section 10.6 of the CC&R's.

Penetrations Penetrations or openings for piping electrical devices, recessed cabinets, bathtubs, soffits, or hearing, ventilating or exhaust ducts shall be sealed, lined, insulated or otherwise treated to maintain required sound ratings as stated in Article 10 Section 10.6.3 of the CC&R's.

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



EARTHQUAKE PREPAREDNESS GUIDE

Southern California Edison offers the following information in the event of an earthquake:

For those of us living in California, the need to be prepared for earthquakes is vital. Preparedness ensures that if disaster occurs, people are ready to get through it safely, and respond to it effectively. Whether you're an individual citizen, a volunteer group, or a government agency, preparedness means figuring out what you'll do if essential services break down, developing a plan for contingencies, and practicing a plan.

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

BE INFORMED

- Everyone should be familiar with the location and operation of each main utility service of their building
- Main gas meter shut-off valve (place a wrench nearby)
- Main water valve
- Electrical panel in your unit
- Main electrical panel at exterior closet
- Phone book also has information on earthquake preparedness, basic first aid and CPR
- Conduct a hazard hunt in your unit to identify the safe areas away from glass and falling objects and to secure items that might fall when shaken
- Develop a family emergency plan/practice which includes: how to duck, cover, and hold; an evacuation plan; a place to reunite
- Designate a contact person 300 miles away or more. Provide that person with a list of people to call and notify for you outside of disaster area.
- Place an emergency phone list near the phone
- Learn first-aid and CPR
- Make sure every Member of the family over age 10 knows how to shut-off gas, water and electricity
- Move heavy items to lower shelves
- Remove or isolate flammable materials
- Install latch locking devices on cabinet doors
- Inform family that if you are in the kitchen during an earthquake, you should turn off cooking appliances at the first sign of shaking as long as it is safe to do so

BE PREPARED

- Purchase an earthquake kit
- Flash light, spare bulb, extra batteries
- Portable radio, extra batteries
- First-aid kit
- Candles and matches (make sure there are no gas leaks)
- Basic tool kit
- Fire extinguisher, rating type A.B.C.
- Non perishable food (suggested 2 weeks per person)
- Can opener (non-electric)
- Water (1-2 gallons per person per day)
- Crowbar (for use in forcing open jammed doors)
- Essential medication
- Eyeglasses (spare)
- Whistle
- Watch/clock (battery powered)
- Cash (ATM machines and banks may be out of service)
- Your vehicle (it may be a good idea to store some of these items in your vehicle)

AFTER EARTHQUAKE CHECKLIST

- Yourself
- Family, neighbors (trapped or injured)
- Gas leaks (do not shut off your gas unless you smell gas)
- Check gas and electric lines and appliances for damage; however, do not use electrical switches or candles to check for damage
- If you smell gas, open the windows and doors. Leave the unit, and shut off the gas at the valve. Call 1 (800) 611-1911 at Southern California Edison to report gas leak
- Fire place



- Stove area
- Ask your neighbor
- Electrical (visually check for electrical sparks or broken wires which pose a hazard.)
- Water (check for broken water and sewer lines. Don't drink water unless it's safe)
- Broken glass and any other hazards
- Phone (check for a dial tone; do not use unless an emergency)

GENERAL SAFETY

- Check for injuries and render necessary first aid
- Check for hazards in and around your home
- Evacuate, if necessary
- Gather stored supplies
- Develop a 24-hour survival plan
- Turn on battery-powered radio for information
- Review and adjust your survival plan as necessary
- Do not turn the electricity or gas back on until Southern California Edison or a qualified contractor has checked the building for safety
- If there is damage to the electrical wiring, switch off electrical power at circuit box
- Do not touch downed or damaged power lines, even if there appears to be no power. Call Southern California Edison at 1 (800) 611-1911 to report downed or damaged power lines



MOLD INFORMATION

MOLD PREVENTION

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

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

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

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

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

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



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

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

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

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

Whether or not you experience mold growth depends largely on how you manage and maintain your Unit. You will need to take actions to prevent conditions which cause mold or mildew. It is your responsibility to ensure that you have taken the necessary precautions to prevent mold from becoming a problem in Your Unit. Following the recommendations set forth above and in the Mold Information Sheet. If there is any water damage or water intrusion to your Unit, take immediate action to prevent conditions which cause mold or mildew to develop.

Immediately notify Management of such water intrusion and allow Management the opportunity to inspect the problem if the water damage or water intrusion is believed to have emanated from an Association maintained component.



MOLD INFORMATION SHEET

CALIFORNIA DEPARTMENT OF HEALTH SERVICES - INDOOR AIR QUALITY INFO SHEET

Mold in My Home: What Do I Do?

July 2001

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

ABOUT MOLD

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

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

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

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

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

HEALTH EFFECTS

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

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

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

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

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

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

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

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

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

DETECTION OF MOLD

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

Should I test my home for mold? The California Department of Health Services does not recommend testing as a first step to determine if you have a mold problem. Reliable air sampling for mold can be expensive and requires expertise and equipment that is not available to the general public. Owners of individual private homes and



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

GENERAL CLEAN-UP PROCEDURES

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

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

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

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

- When handling or cleaning moldy materials, it is important to use a respirator to protect yourself from inhaling airborne spores. Respirators can be purchased from hardware stores; select one that is effective for particle removal (sometimes referred to as an N-95 particulate respirator). However, respirators that remove particles will not protect you from fumes (such as bleach). Minimize exposure when using bleach or other disinfectants by ensuring good ventilation of the area.
- Wear protective clothing that is easily cleaned or discarded.
- Use rubber gloves.
- Try cleaning a test area first. If you feel that this activity adversely affected your health, you should consider paying a licensed contractor or other experienced professional to carry out the work.
- Ask family Members or bystanders to leave areas that are being cleaned.
- Work for short time periods and rest in a location with fresh air.
- Air out your house well during and after the work. Never use a gasoline engine indoors (e.g., water pump, pressure washer or generator), as you could expose your family to toxic carbon monoxide.

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

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

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



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

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

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

- Wear gloves, mask and eye protection when using disinfectants
- After thoroughly cleaning and rinsing contaminated materials, a solution of 10% household bleach (for example, 1½ cup household bleach per gallon of water) can be used as a disinfectant.
- Using bleach straight from the bottle is actually LESS effective than diluted bleach.
- Keep the disinfectant on the treated material for the time prescribed time before rinsing or drying, typically 10 minutes is recommended for a bleach solution.
- Bleach fumes can irritate the eyes, nose, and throat, and damage clothing and shoes. Make sure working areas are well ventilated.
- When disinfecting a large structure, make sure that the entire surface is wetted (for example, the floors, joists, and posts). • Properly collect and dispose extra disinfectant and runoff.
- Never mix bleach with ammonia; toxic fumes may be produced.

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

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

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

- If a leak or flooding occurs, it is essential to act quickly.
- Stop the source of leak or flooding.
- Remove excess water with mops or wet vacuum.
- Whenever possible, move wet items to a dry and well ventilated area or outside to expedite drying. Move rugs and pull up areas of wet carpet as soon as possible.
- Open closet and cabinet doors and move furniture away from walls to increase circulation.



- Run portable fans to increase air circulation. Do NOT use the home's central blower if flooding has occurred in it or in any of the ducts. Do NOT use fans if mold may have already started to grow -- more than 48 h since flooding.
- Run dehumidifiers and window air conditioners to lower humidity.
- Do NOT turn up the heat or use heaters in confined areas, as higher temperatures increase the rate of mold growth.
- If water has soaked inside the walls, it may be necessary to open wall cavities, remove baseboards, and/or pry open wall paneling.

USEFUL PUBLICATIONS

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

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

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

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

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

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

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

Self-reported database of contractors.

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

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

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

