

# MARQUEE PARK PLACE

# HANDBOOK

# RULES & REGULATIONS

# ARCHITECTURAL GUIDELINES

# MOVE-IN/OUT PROCEDURES

# FORMS & MISC.

**EFFECTIVE 2007**

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# INTRODUCTION

Welcome to Marquee Park Place!

Marquee Park Place is a residential condominium community with a variety of amenities for the residents of the Community. Because attached living is a unique experience that relies on the mutual cooperation of all to be successful, Marquee Park Place Homeowners Association ("Association") created this 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 Marquee Park Place Community.

This Handbook details basic guidelines that, if observed, ensure that the structures and grounds of Marquee Park Place 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.

Bear in mind that the rules and guidelines established in this Handbook are always subject to the Agreement Regarding Satisfaction of Development Obligations ("ARSDO"), Declaration of Covenants, Conditions and Restrictions, Option to Purchase and Right of First Refusal ("Development Declaration"), Construction, Operation and Reciprocal Easement Agreement ("REA"), Declaration of Covenants, Conditions and Restrictions of Marquee Park Place ("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 Handbook from time to time. If you would like to contribute suggestions for this Handbook, please submit them to Management for consideration by the Board.

Please read this 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 the General Manager on site 949-250-5785, the Front Desk – 949-250-5785 or the Property Management Company:

MARQUEE PARK PLACE HOMEOWNERS ASSOCIATION
Action Property Management Community
General Manager's Office Telephone (949) 250-5785
(on 1st floor at 3131 Michelson Drive, CA)
*www.MarqueeParkPlace.org*

c/o
Action Property Management
2603 Main St., Suite 500
Irvine, CA 92614
800-400-2284
949-450-0202
Fax: 949-450-0303
www.actionlife.com

**If you want to make any modifications to the interior or exterior of your Residential Unit, including Exclusive Use Common Areas, a request must be submitted to the Property Management Company in writing for approval by the Architectural Committee if there is one, otherwise by the Board of Directors. The procedures and guidelines for such modifications are located in the Architectural Guidelines section of this Handbook.**

As you read through this 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.

## MARQUEE PARK PLACE HOMEOWNERS ASSOCIATION

The purpose of the Association is to operate, manage and maintain Marquee Park Place for the benefit of the Owners. Common sense and consideration for your neighbors are the 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. Homeowners will be notified of the date, time and location of all meetings of the Members and the Board. If you are interested in becoming involved in the Association, please contact the Property Management Company or the General Manager.

Residents of Marquee Park Place 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, street problems, etc.), please contact the Property Management Company or General Manager.

## COOPERATION

As a residential attached living community, Marquee Park Place is a unique living and working 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 Handbook and the Governing Documents. If you believe that a rule or restriction is unfair, you may try to change it by serving on the Board, participating in a committee, etc.

Marquee Park Place Homeowners Association welcomes communication from its members. Please feel free to call or write to the Property Management Company, the Association's liaison, to discuss any questions or issues and the Property Management Company will bring your questions or issues to the Board.

## MAINTENANCE AND INSPECTION OBLIGATIONS

Marquee Park Place Owners and the Association have maintenance and inspection obligations. Owners should consult their Owner Maintenance Manual, applicable warranties and other manufacturers' maintenance schedules and recommendations for specific maintenance requirements. As set forth in the Declaration, a portion of the Owners' maintenance and inspection obligations require Owners to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Residential Units. Similarly, specific maintenance and inspection requirements for the Association are set forth in the Association Maintenance Manual, applicable warranties and other manufacturers' maintenance schedules and recommendations. The Association is also required to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Common Area and Association Property.

## SEVERABILITY

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

# MARQUEE PARK PLACE

# RULES AND REGULATIONS

# RULES AND REGULATIONS

## A) INTRODUCTION

The Rules and Regulations established for Marquee Park Place are intended to foster an environment of neighborliness, consideration and cooperation. These Rules and Regulations constitute Association Rules contemplated by the Declaration. All owners, residents and their guests are required to follow these Rules and Regulations as a means of acting on behalf of the greater good of the Community and its well-being. The Board has adopted these Rules and Regulations, 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, without limitation, elevators, the swimming pool and spa area, the fitness room, the media room, the billiard room, the business center, meeting room, the social lounge and barbeque facilities, and the Parking Garage.

## B) 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 Marquee Park Place.

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 10 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 and Association Property. Owners will be responsible for and bear all costs of repairs and/or replacement for any damage to the building, recreational facilities, equipment, or any other Association Property or Common Area, if it is determined that the damage was caused by the owner, its lessees, guests, employees or contractors. No Owner may store or place anything in the Association Property or 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 or Association Property.

4. Waste. To ensure the attractive appearance of the Community, all trash or waste must be deposited only in the chutes or receptacles maintained for such purposes.

5. Antennas and Signs. Owners shall only have the right to install antennae and signs in accordance with the provisions of the Declaration and the Architectural Guidelines. The following types of antennas and satellite dishes are permitted within the Association, subject to the rules listed below: Antennas and satellite dishes used to obtain television broadcast signals, multi-channel multi-point distribution services, direct broadcast satellite services, video programming services via broadband radio service (wireless cable), to receive or transmit fixed wireless signals other than via satellite and antennas that are designed to receive local television broadcast signals.

a. No satellite dish may be larger than one meter (39.37") in diameter.

b. Satellite dish and antenna installations must be in the interior of the home or on the balcony on a secure standing tripod or similar structure. In order to limit possible damage to the building, residents should not penetrate decking or walls or affix the dish to the railing.

c. All coax wiring must be secured and concealed as neatly as possible.

d. Exposed wiring and mounts must be painted so as to match the color scheme of the Association.

e. The homeowner will be held accountable by the Association for maintenance costs, and repair costs or replacement costs of any building components affected by installation.

f. Upon removal of the dish, it shall be the responsibility of the homeowner to return the area to an acceptable condition. This includes filling in all holes and repainting the surfaces involved in the original mounting. If damage is done to an Association's maintenance area, the cost of repair may be charged back to the homeowner.

g. Homeowners are required to ensure that the satellite dish or antenna installer is aware of these rules.

h. Non-approved installations will be subject to the Association's fine policy and the sole responsibility of the homeowner.

j. No other antennas and satellite dishes are permitted on the exterior of any home, including the balconies, without the written consent of the Association.

k. Any unmanned aircraft systems, i.e. Drones or Micro Drones are not allowed to be used in the common areas of the Association nor adjacent to the exteriors of the building that would be viewed by the residents in their units. **(Rev. 9/2016.)**

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

7. Solicitation. Residents are asked to respect the privacy of their neighbors by not distributing or causing to be distributed any advertising or other form of commercial solicitation. Further, no materials of any nature should be left on vehicles owned by others.

8. Skateboards. Riding skateboards, scooters, Segway, bicycles or rollerblades is not allowed in any interior or exterior Association Property, including the Parking Garage.

9. Smoking. Smoking is not allowed in any Common Area or Association Property, including, without limitation, the swimming pool and spa area, the fitness room, the billiard room, the media room, business center, meeting room, the barbeque area, the social lounge, building corridors and elevators. No odorous matters shall be emitted from an individual unit in such quantity as to become a nuisance to a member or the entire association.

10. Emergencies. Should an emergency situation occur, the building personnel and all other types of emergency personnel shall have authorization to enter your Residential Unit. Depending upon the nature of the emergency, it may be necessary to use forcible entry.

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 Common Area or Association Property is also not permitted.

12. Loading and Unloading. Any passenger or delivery vehicle may pull up in front of the lobby for approximately two minutes or less for the purpose of unloading, loading or delivering passengers or packages.

13. Alteration and Decoration of Common Areas/Front Doors and Corridors. No homeowner/resident shall, whether at his own expense or otherwise, do, make or suffer any alteration, addition or modification to any portion of the common areas, including front doors, nor shall any homeowner/resident install, attach, paste, hinge, screw, nail, build or construct any lighting, decoration or other article (deadbolts) thereto, without the prior approval of the Board or Architectural Committee.

## C) ACCESS PROCEDURES

All Owners and their guests and tenants are responsible for seeing 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 other personnel 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 occupants of Condominiums will be assigned and issued two (2) remote control access devices at the time of move-in by the Association. There is a charge (whatever the Board deems reasonable) for the replacement of each remote control that is lost.

The Association, the Board and the Property Management Company 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.

**Mandatory Emergency Key to All Units**: All residents must make available to the Association an emergency key to their unit. The purpose of the emergency key is to facilitate timely access to units in the event of a suspected water leak or other maintenance emergency should it occur or be discovered at a time when the owner or resident is away from the unit. Keys will not be given out to guests, realtors, housekeepers, contractors or family members. Keys will be maintained in a lock box inside the Management Office at all times OR a resident/owner can rent a lockbox for the emergency key and place in the lobby concierge room for emergencies. **(Rev. 9/2016).**

## D) ONSITE PERSONNEL

There may be an entry attendant and/or concierge, and an on-site General Manager to help facilitate the day–to-day operations of the Community. By providing an entry attendant or concierge, no warranty or representation regarding security is being made by the Declarant. Neither the Declarant nor the Association is providing a security guard for the Community.

## E) CONDUCT AFFECTING INSURANCE

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

Please refer to Article 12 of the Declaration for information regarding Association and Owner insurance requirements. If you have further questions, please contact the Property Management Company or your insurance agent.

## F) CONDOMINIUMS

1. Residential Use. The Condominiums are to be used for residential purposes. Please refer to Section 7.2 of the Declaration for more information regarding the types of uses that are considered to be residential.

2. Balcony, Deck and Patio Areas. Exclusive Use Balcony, Deck and Patio Areas are to be used as outdoor living areas containing patio furniture and other similar outdoor furnishings, equipped with protective leg caps or other devices to prevent damage to the floors.

(a) Owners shall not change or alter the surface of any Exclusive Use Patio Area, Exclusive Use Balcony Area or Exclusive Use Deck Area.

(b) The installation of any tiles or flooring material on the balconies, decks 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, deck or patio is also prohibited. Owners shall use all due care to prevent puncture of the water-proofing material on the balconies, decks and patios.

(c) Existing drainage patterns on patios, decks and balconies 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 be approved by the Board and must have a tray placed underneath the pot to prevent water spillage onto the balcony, deck or patio. Such trays, and any other device designed to hold water,

must be raised above the surface of the patio, deck or balcony in order to allow sufficient air flow beneath such tray or device.

(e) Potted plants shall not be placed in a position on any balcony, deck or patio that will block any drains or obstruct drainage patterns.

(f) No hanging screens, linens, blankets, rugs, swimsuits, plants, banners, wind chimes or other objects may be hung from a balcony, deck or patio, except as permitted by the Architectural Committee.

(g) Owners shall not use any balcony, deck or patio for storage purposes, including, without limitation, the storage of bicycles or surfboards.

(h) Owners shall use due care when cleaning their patios, decks and balconies. Patio, decks and balcony surfaces shall be mopped or cleaned in such a manner as to not cause any water to extend beyond the boundaries of the patio, deck or balcony.

(i) No improvements shall be nailed, bolted, or otherwise attached to the floor, walls, or any portion of a patio, deck or balcony.

(j) Any furniture, furnishings, plants and other materials kept or stored on any patio, deck or balcony shall be of a neutral color that is harmonious with the color scheme of the exterior walls of the building and approved by the Board in writing or unless expressly permitted herein and shall not extend beyond the height of the balcony, deck or patio railing.

(k) No vegetation shall extend beyond the railings, fences, walls and/or boundaries of a patio, deck or balcony.

(l) No barbeques may be installed or used within any patio, deck or balcony.

3. Alarms. Residential units may install alarms at their discretion; however the resident is responsible for the operation of the alarms. Alarms that may sound without reason can result in fines being levied by the HOA as relating to noise nuisance.

4. Speakers. To help to ensure everyone's quiet enjoyment of their residence, wall and ceiling mounted music, television or surround sound systems, including, without limitation, wall mounted speakers or other audiovisual devices are not permitted to be supported by or come into contact with demising walls. Speakers of any sort shall not be placed directly upon the floor. All speakers must be elevated from the floor by a proper acoustic platform, such as a speaker stand.

5. Window Cleaning. Except for windows on an Exclusive Use Balcony, Exclusive Use Deck Area and/or Exclusive Use Patio, the Association will provide window cleaning services for the exterior window surfaces that cannot be reached by Owners of a Residential Unit. Each Owner of a Residential 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. Barbeques. Owners shall not use or install barbecues of any kind on any Exclusive Use Balcony Area, Exclusive Use Deck Area or Exclusive Use Patio Area.

7. Waterbeds. Waterbeds shall not be permitted in any Residential Unit. Each Owner acknowledges that substantial damage to other Residential Units, Common Area and/or Association Property may occur as a result of a violation of this restriction and that the Owner causing such damage would be responsible for all damage.

8. Aquariums. Aquariums holding more than thirty (30) gallons of water shall not be permitted in any Residential Unit. Each Owner acknowledges that substantial damage to other Residential Units, Common Area and/or Association Property may occur from a leaking or broken aquarium and that the Owner causing such damage would be responsible for all damage.

9. Furniture Pads. Pianos shall have at least half-inch neoprene pads under the supports to minimize vibration transmission into the structure. All other furniture shall contain rubber castors and felt pads.

10. Vibrations and Noise. Owners shall not attach to the walls or ceilings of any Residential Unit any fixtures or equipment which will cause vibrations or noise or unreasonable annoyance or damage to the Owners of the other Residential Units or to the Association Property.

11. Storage. Owners of Residential Units who have been deeded an Exclusive Use Storage Space located within the Parking Garage shall use the storage space for the storage of seldom-used household and personal items. The storage spaces are not adequate for permanent storage of excess furniture or other large items. The Association is not responsible for any loss or damage to items placed in the personal storage spaces. Storage in these storage spaces is strictly at resident's sole risk. Owners are advised to carry insurance. The HOA shall have no responsibility for damage to any stored goods as a result of some occurrence within the common area.

*(a)* Gas-powered machines, firearms, fuel tanks, propane tanks, explosives and/or flammable and hazardous material are prohibited inside the storage spaces.

(b) Items of personal property may not be stored in the Parking Garage unless in the personal storage spaces.

(c) No devices may be connected to electrical outlets to operate inside of the storage lockers.

(d) The Association and/or the Property Management Company shall have the right to enter the storage locker for the purpose of addressing an emergency.

(e) The storage areas are not climate controlled and therefore, damage to items stored in these areas may result. Such damage may include harm caused by excessive heat, cold, moisture and lack of ventilation.

(f) An Owner shall not modify the structure of the Storage Spaces, nor modify any electrical components in the Storage Spaces.

12. Swimming Pool & Spa

(a) Pool and Spa hours are 7 a.m. to 11 p.m. daily. We ask that you please be considerate of your neighbors while using the pool and spa.

(b) NO LIFEGUARD IS ON DUTY! Lifeguard or supervisory service is not provided. Even if a monitor is present, anyone using the recreational facilities shall do so at their own risk, responsibility and liability.

(c) Recreational facilities are reserved for full-time residents of the Community and their guests. The Association has the discretion to require that guests complete a waiver of liability form, a copy of which is attached to this Handbook. Owners who have rented or leased their property are not entitled to use the recreational facilities. Residents must accompany their guests at all times when using the recreational facilities.

(d) Anyone not abiding by the posted rules may be asked to leave the pool or spa areas by any member of the Association or employees of the Association or the Property Management Company.

(e) Elderly persons, pregnant women, infants, and those with health conditions requiring medical care should consult with a physician before entering the spa. Children under the age of 14 years are not allowed in the pool or spa area unless accompanied by an adult 18 years of age or older.

(f) SAFETY EQUIPMENT HAS BEEN PROVIDED FOR EMERGENCY USE ONLY.

(g) All incontinent persons (whether infants, toddlers, children or adults) must wear a diaper, plastic pants, and a swim suit while using the pool or spa.

(h) Appropriate bathing attire must be worn.

(i) Surfboards, boogie boards, beach balls, floating or inflatable devices are not permitted in the pool or spa.

(j) Pets of any kind are not permitted in the pool or spa areas.

(k) For safety reasons, no glass or sharp objects are allowed in the pool or spa. If glass or sharp objects are brought to the pool area and they cause an accident, the responsible Owner will be liable for the cost of any resulting damage or injury. Only plastic or suitable non-breakable containers are allowed near the pool area.

(l) Diving is not permitted in any areas of the pool or spa. Running, pushing or boisterous activity in or around the pool or spa areas is also prohibited.

(m) No tennis balls, baseballs, footballs, basketballs, Frisbees, cans, foreign objects, foreign substances (bubble bath, soap, beverages, etc.) non-floating objects (such as rocks, marbles, coins and the like) or pool furniture are to be thrown into or around the pool or spa.

(n) Wheeled toys or vehicles including skateboards, roller blades, roller skates or bicycles are not allowed in the pool or spa area.

(o) Cellular phones, radios, cassette, CD or MP3 players must be battery operated and headsets must be worn. The noise level must be kept to your personal area only so as not to disturb others. The Association may post additional rules regarding the use of such devices at the pool area.

(p) Each Resident is responsible for placing his/her (and guests') litter and debris in the trash receptacles prior to leaving the pool and spa area.

(q) With the exception of the spa timer, adjustment of any control regulating the pool or spa, lights or other common service is not permitted. Upon arrival of the pool and spa maintenance crew, pool or spa users are asked to temporarily vacate the pool or spa areas until cleaning and service is completed.

(r) Pool areas are to be entered through the gates only. Climbing over a fence to enter or exit the pool and spa area is strictly prohibited. Gates are to remain closed and locked at all times. The lending of keys to non-residents for use of the pool and spa is strictly prohibited.

(s) The Association reserves the right to limit, on a reasonable basis, the number of guests using the recreational facilities at any given time. If a resident intends to have eight (8) or more guests using the recreational facilities, the resident must schedule such event with the concierge and a fee may be charged. Individuals or groups must not occupy the pool or spa to the effective exclusion of others.

(t) Hot water immersion while under the influence of alcohol, narcotics, drugs or medicines may lead to serious consequences and is not recommended. Long exposure may result in nausea, dizziness or fainting.

(u) It is recommended that individuals not use the pool alone. The "buddy" system is recommended for all swimmers at all times.

(v) Persons with open cuts, wounds or rashes may not use the pool or spa. Anyone having a skin disease, sore or inflamed eyes, nasal or ear discharge or any communicable disease may not use the pool or spa.

(w) Intoxicated persons are prohibited from using or being in close proximity to the pool, sauna or spa.

13. Fitness Room

(a) Hours of the fitness room are: 5:00 a.m. to 11:00 p.m. daily.

(b) Cellular phones, radios, cassette, CD or MP3 players must be battery operated and headsets must be worn.

(c) Children under the age of fourteen (14) may not use the fitness room unless accompanied by a competent adult.

(d) Each user of the equipment shall use a towel, and all equipment shall be wiped down after each use.

(e) All equipment is to be used as intended. Please lower the weight stacks on the equipment to their start positions to avoid striking other plates. Please be considerate of your neighbors and limit use of a particular piece of equipment to thirty (30) minutes if someone is waiting.

(f) Residents shall not store or place any personal equipment in the fitness room.

(g) No glass containers or food items are allowed in the fitness room.

(h) All persons using the fitness room do so at their own risk. The Association does not employ personal trainers.

14. Barbeque. A barbeque has been installed for the use and enjoyment of all residents and their guests. For use by residents and up to eight (8) guests the barbeque is available on a first-come, first-served basis. If the number of guests exceeds eight (8) people, a reservation must be made and a fee will be charged. The hours of the barbecue are daily, 11:00 a.m. to 10:00 p.m. Please make sure the barbeque is turned off after each use and the area is clean of debris or personal items before leaving.

## G) ANIMALS

Under the requirements imposed by the Environmental Impact Report for all of Park Place, including the Community, residents are prohibited from having any cats, dogs and birds, except for animals trained to assist the blind, handicap or hearing impaired within the Community. In granting approvals for Park Place, it was determined that such restrictions were necessary and reasonable for the prevention of potential predators of wildlife which would have an adverse effect on the adjacent wildlife marsh. The Declaration also restricts livestock, poultry and reptiles within the Community. **The Association will also consider applications for animals which are reasonable accommodations to disabilities, pursuant to the Association's Accommodation Animal Guidelines. (REV. 5/2015).**

## H) ELEVATOR USE

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

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

## I) FIRE SAFETY DEVICES

1. Smoke Detectors. Each Owner must maintain the smoke detectors, alarms and horns installed in his or her Residential Unit. As part of this maintenance, you must replace all smoke detector batteries regularly.

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

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 Residential 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 the Property Management Company or General Manager immediately.

## J) GARAGE AND PARKING GUIDELINES

1. Vehicle Parking Spaces Only. All Exclusive Use Parking Spaces are to be used for parking vehicles only, and cannot be used for storage, living, recreational or business purposes. No parking is allowed within the Community which obstructs free traffic flow, constitutes a nuisance or otherwise creates a safety hazard.

2. Vehicle Size. Your vehicle must fit completely within your Exclusive Use Parking Space and not restrict your neighbor's ability to park in his or her Exclusive Use Parking Space. Oversized vehicles such as limousines and extra large vehicles may not fit in your Exclusive Use Parking Space and, therefore, it may be necessary to find parking spaces outside the Community. The vertical clearance for entry into the garage is seven (7) feet and taller vehicles must park offsite. Moving vans must park in the designated area.

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

4. Speed and Lights. All drivers must maintain safe and proper speeds and observe a maximum speed of 5 miles per hour while driving in the garage and parking areas. There may be blind spots present. It is recommended that your headlights be turned on while driving in the Parking Garage.

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

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

7. No Vehicle Maintenance. No working on vehicles is permitted anywhere in the Exclusive Use Parking Space or Parking Garage. This includes, but is not limited to, washing, changing oil, light maintenance, etc.

8. Prohibited Vehicles. Recreational vehicles, retail-type vehicles, buses, vans designed to accommodate ten (10) or more passengers, vehicles with more than two (2) axles, inoperable vehicles or parts of vehicles, aircraft, boats, jet skis, trailers, campers or unregistered vehicles, etc. or any vehicle or vehicular equipment deemed a nuisance by the Board are not permitted in any parking areas in the Community. Except for vehicles required by Declarant for completion of construction, no contractors' vehicles shall be permitted in the Parking Garage. Residents must arrange for off-site parking for any contractor performing work on such Resident's Unit, or in any other parking area in the Community, unless permission is granted from the Association.

9. No Bicycles, Etc. No bicycling, skateboarding, roller skating, use of Segway, roller blading or playing in any Parking Space or in the Parking Garage is allowed.

10. Towing. Any vehicles parked in stalls assigned to other residents, on the garage apron (the concrete entry to the garage), or in any manner that obstructs free traffic flow, constitutes a nuisance or creates a safety hazard may be towed away at the vehicle owner's expense. The Owner of the Parking Space should contact the Property Management Company or the appropriate party as designated by the Property Management Company, who shall be responsible for taking appropriate action, including, if necessary, calling the towing company.

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

12. Disabled Parking Space. Certain Parking Spaces in the Parking Garage will be designated for use by disabled persons ("Disabled Parking Spaces"). Disabled persons using a Disabled Parking Space must display a distinguishing license plate or placard issued by the California Department of Motor Vehicles. There is no guarantee that a Disabled Parking Space will be available to a disabled Owner or its guest or tenant.

13. Lease of Parking Space. Exclusive Use Parking Spaces assigned for the exclusive use of the Owner of a designated Residential Unit may be leased to other Residential Owners. Such arrangements cannot allow a Parking Space to be alienated from an ownership interest in a Residential Unit. Only Members of the Association can lease an Exclusive Use Parking Space. The leasing Owner must notify the Property Management Company and the

Association of the name of the Owner to whom the Parking Space has been leased by submitting a Lease of Parking Space form found in the Forms section of this Residential Handbook to the Property Management Company.

14. Fire Lanes. There is no parking in the fire lanes located within the Community. The fire lanes are shown on Exhibit "E" of the Declaration and include any additional area designated as a fire lane by the City of Irvine or the Association. Any vehicle parked within a fire lane may be towed without prior notice.

15. Guest Parking. Residential guest parking may be provided within the Community. The Association and/or the Board reserve the right to charge a fee for guest parking. Residents shall not use any of the guest parking stalls for their own automobiles. Contractors performing work on the Property are permitted to park their vehicles in the guest parking stalls, until their work is complete.

16. Parking Decal. A permanent or temporary Marquee parking decal must be displayed at all times.

17. Parking Garage/Electrical Outlets: All electrical outlets on all parking levels are the property of the Association and part of the common area. No electrical devices, electric vehicles, electrical machinery, electrical transportation, or any electrical means of transportation of any type may be connected to the electrical outlets located on the common area walls and pillar structures in all garage levels, including the visitors' level, of the Association. Violations of any of the above parking regulations may result in towing and fining pursuant to the Association Schedule of Fee and Monetary Penalties.

## K) OFFENSIVE CONDUCT & NUISANCES

No resident may cause or permit to be caused anything which may become a nuisance or cause unreasonable disturbance or annoyance to other residents. Regarding nuisance noise, the Association has adopted the following policy as a reasonable interpretation of that restriction.

Smoking. Pursuant to the CC&R's, section 7.13, no noxious or offensive activities shall be conducted within the Project. Nothing shall be done on or within the Project that may be or may become an annoyance or nuisance to the residents of the Project. No odorous matters shall be emitted upon or about the Project in such quantity as to be readily detectable outside the physical boundaries of the space within which such odor was generated.

Horn, Whistles, Bells. No horns, whistles, bells or other sound devices, except security devices approved by the Board may be used in any unit.

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, (ii) be heard between the hours of 11:00 p.m. and the following 9:00 a.m. in such a way to disturb other residents.

Radio, T.V., 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.

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

Sound Proofing. Owners must ensure that any changes to their unit shall not have the effect of increasing the level of noise or sounds that can be heard outside the unit above a sound rating (impact and airborne sounds) of 52 dB (A). No Owner shall take any actions that may interfere with the structural noise mitigation Improvements installed in the Units, to include flooring, walls or plumbing modifications.

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 10:00 p.m., the volume must be significantly reduced so as not to disturb other residents.

Disputes. Because nuisance noise is largely subjective, the Association cannot involve itself in every dispute which may arise between two (2) owners.

Noise appearing to be in Common Area and not originating with another owner. Since sound is objective, the burden rests on the Owner to prove that the noise level is unacceptable, and that the source of the problem is in the common area. If the Owner can provide a written report from a licensed acoustical engineer to prove that there is a problem with the noise level and where it is in the common area, the Association will take the appropriate action to resolve the problem.

No Dumping. No person shall discharge into the Community's sewer system or storm drain any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety, welfare, violate any law, subject 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) who dispose of such pollutants from your Residential 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 Property. 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.

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

New Resident Orientation. All new residents, whether tenants or homeowners, are required to have an orientation by the Association within two weeks of their move-in date.

## L) HOLIDAY DECORATIONS

1. Acceptable Timeframe. The acceptable timeframe for winter holiday decorations is from the day after Thanksgiving until January 2nd. All other decorations must be displayed no more than seven (7) days prior to the day of the holiday, and must be removed within five (5) days after the holiday.

2. Location. Holiday decorations must only be displayed from inside the Residential Unit. No Owner may place holiday decorations in the Common Area or Association Property structures (including Exclusive Use Balcony Areas, Exclusive Use Deck Areas or Exclusive Use Patio Areas), or landscape. Owners may not damage or puncture the Building in the process of displaying decorations.

3. Lights. Outdoor holiday lighting is not permitted.

## M) 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.

2. Property Management Company Notification. All Owners who rent their Condominiums shall submit names and contact numbers for their tenants to Management. Whether the unit is vacant, occupied or leased, all owners must provide Management with contact information of a valid representative or an agent of a property management company, who is responsible for the care, maintenance and handling of emergencies related to their respective units. An emergency key must be made available and on file in the Management Office or in a lockbox at the property for access at all times for all units. **(Rev. 9/2016.)**

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 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 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 Governing Documents and Handbook pursuant to the occupancy and use of the Condominium.

5. Association Amenities. If you lease your Condominium then your rights to use the amenities in the Association Property transfer to the lessee or tenant. An Owner shall have no personal use privileges upon leasing their Residential Unit.

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

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.

8. Condominium Sale/Leases: Public open houses are expressly prohibited. Broker previews (caravans) are permissible; however, they are intended for licensed real estate brokers and agents only. Broker previews must be scheduled in advance with Marquee Park Place Management. Brokers may schedule these previews between the hours of 11:00am and 2:00 pm on the 1st and 3rd Wednesday of each month.

The above policy does not prevent a small number of brokers, such as three (3) or four (4), to arrive at an appointed time to view a specific unit. Homeowners or their authorized real estate professional should consult the management office before scheduling these visits.

9. Vacation/Short Term Rentals either advertised by owners or published on websites such as Airbnb, Vrbo, HomeAway, etc. are not permitted at Marquee. Exceptions: If the owner obtains both a "conditional use permit" from the City of Irvine and approval from the Board of Directors. In addition, no rental can be less than thirty days per stay. Non-compliant unit owners will be reported to the City of Irvine. **(Rev. 9/2016)**

## N) SIGNS

Owners displaying signs (For Sale Signs) within the Community are subject to the parameters set forth in the Declaration and the Architectural Guidelines.

## O) TRASH DISPOSAL

Residential 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. Other residents above your floor may be depositing trash and an injury could result. 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. Residential Unit Owners will be assessed for any cleanup services provided by the Association.

Owners are responsible for damage caused by spills or leaks from trash Owners carry to the trash rooms and will be subject to fines and cost of cleaning.

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.

Contractors will be charged a fee for placing construction materials in the dumpsters.

## P) WATER DAMAGE

Owners leaving their Residential 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 Residential Unit if you will be absent for an extended period.

Washing machines must be equipped with high pressure hoses of a quality commercial grade of braided stainless steel.

Owners must comply with the recommendations regarding mold in the Mold Information Sheet located in the homeowner manual.

## Q) PROCESS SERVERS POLICY

As provided for in Section 415.21 of the Civil Code, process servers shall have access to the property for the purpose of serving legal papers on homeowners and residents. To that end, the Board of Directors has adopted the following policy.

1. **Identification of Process Server.** Before receiving access, the process server must (1) identify the person he intends to serve, (ii) display a driver's license or other identification and (iii) provide documentation showing that he is a Sheriff, Marshall, registered process server or licensed private investigator.

2. **Notification to Homeowner or Resident.** The front desk attendant will call the homeowner or resident whenever a process server has been granted entry. In keeping with the statutory provision, the association must let the process server onto the property even if the homeowner or resident demands otherwise. In addition, save and except in matters involving a process server employed by or acting on behalf of the Association, the front desk attendant will notify the homeowner or resident even if the process server demands the homeowner or resident not be notified**. (REV. 4/2012).**

3. **Escorting Process Server.** Providing access to a process server does not mean he has free access to roam the property. It is the Association's policy to escort the process server directly to the homeowner's or resident's door. However, the Association will not let the process server into the unit regardless of the process server's demands. If the homeowner or resident does not answer the door, the process server will be permitted to wait outside the door for five (5) minutes and will be then be escorted off the property.

4. **No Offer to Accept Service.** If the process server is not successful in serving the homeowner or resident, the Association's personnel are not to offer to accept the papers on behalf of the homeowner or resident. If the process server tries to give the papers to the Association's personnel, they are to be refused.

5. **Documents Forwarded to Homeowner or Resident**. If despite the Association's refusal to accept the papers, the process server drops the papers on the ground in front of the Association's employees, the papers will be mailed to the homeowner or resident along with a letter by first class mail. A copy of the letter and the papers will then be put in the homeowner's or resident's file. The Association will take no position regarding the validity of the attempt to substitute service on the Association. However, the documents will be forwarded to the homeowner or resident so as not to impair the homeowner's or resident's rights. The homeowner or resident can dispute with the court the validity of the service.

## R) RESIDENTIAL FACILITIES

Marquee Park Place has the billiard room, the media room, business center, the barbeque area, the social lounge all Owners may use. Except for reserved events including more than eight (8) guests, use of these facilities is on a first-come, first-served basis. Residents shall not be permitted to reserve the entire barbecue area for special events.

All clean up and trash removal is the responsibility of the party using the facility and must be completed immediately after use. Please keep music and party noise to a volume so you do not disturb residents or other occupants within the Community.

## S) ASSOCIATION STAFF

Through various outside vendors, the Association employs a staff to maintain, clean and repair common areas only. Maintenance and upkeep of appliances, plumbing and equipment in individual units is the responsibility of the individual owner.

Homeowners/Residents are not permitted to directly give orders or directions to any employee of the Marquee. Homeowners/Residents are not permitted to verbally or physically abuse, harass, intimidate or otherwise interfere with any employee, staff, resident or guest.

No homeowner/resident, tenant or guest shall reprimand any employee or staff of the Association at any time. All complaints and/or suggestions must be directed to the General Manager. Any complaints regarding the General Manager's performance should be directed to the Board of Directors.

It is the homeowner's/resident's duty to report any abuse or vandalism, etc. immediately to Management.

Violation of any of the above regulations may result in fines pursuant to the Association's Schedule of Fees and Monetary Penalties.

## T) ENFORCEMENT OF GOVERNING DOCUMENTS

If there is a violation of the Governing Documents, including these Rules and Regulations or Architectural Guidelines, then a member may contact the Property Management Company, describing the violation, the Residential Unit number of the violator, and all other pertinent information, including their own information. If you would like to report a violation, please contact the Property Management Company for a Rules and Violation Report Form. No member complaint can be acted upon unless there is supporting documentation, i.e., the written complaint.

Upon receiving the first written complaint, a "courtesy reminder" will be sent to the member complained about, if appropriate. If the violation is not cured or repeated, then upon receiving a second written complaint regarding the violation, a notice will be sent to the homeowner stating the nature of the alleged violation and the homeowner's right to appear before the Board of Directors at a hearing. The hearing with the Board of Directors will be held, in executive session so that the homeowner may be heard and may present pertinent evidence, along with the testimony and evidence of interested persons. If the homeowner is found to be in violation of the Association's governing documents, the Board will either

a) Seek remedy by use of the legal system,

b) Charge monetary penalties against the homeowner

c) In the event of a homeowner's failure to maintain areas and items as required by the Governing Documents, the Association may choose to correct (or cause to be corrected) the violation and charge the homeowner for reimbursement of costs (authorized by Section 8.2 of the CC&R's),

d) Suspend the homeowner's voting or common area privileges (if applicable), or

e) A combination of the foregoing.

Fines will be in addition to an assessment levied to reimburse the Association for expenses and costs. Fines for continuing or repeated violations may be increased by a minimum of $100.00 increments and up to a maximum of $500.00 at the discretion of the Board. Four (4) or more violations assessed to a single lot/unit in any six (6) month period may result in an additional fine of up to $1,000.00 at the discretion of the Board of Directors.

## U) COMMUNITY GUIDELINES BASICS

1. Always be considerate of neighbors.

2. Know that the intent of the Association is to operate, manage and maintain the Community for the enjoyment of all.

3. Enjoy your ownership at Marquee Park Place Community.

4. For further information on Marquee Park Place Community, contact the Property Management Company.

## V) AMENITY ROOMS

1. The amenity rooms may be reserved by any resident through the concierge desk in the Lobby. A $250.00 refundable deposit is required at the time of reservation. The deposit will be returned to the resident within ten (10) business days following the reservation provided the room is cleaned in the same condition as when reserved, and that no misuse of the facility has occurred. If the resident fails to clean the room after use and staff must perform this function, the resident's unit will be charged for that service. If the cost of the room exceeds the deposit of $250.00, the resident will be billed on their next monthly statement.

2. If the reserving resident is a "no show" for the time and date of the reservation, $50.00 of their deposit will be forfeited.

3. The Amenity Rooms are for the exclusive use of all residents, tenants, and their guests. Proper identification must be presented to front desk or management personnel upon request.

4. Personal furniture, other than that provided by the association, shall not be used in the Amenity Rooms. Association-provided furniture, accessories, games and equipment shall not be removed from the lounge.

5. Persons who use the rooms are responsible for the removal of all articles brought by them, including cleaning supplies, towels, books, magazines, food, as well as related trash and debris.

6. All persons using any Association common areas, including but not limited to the Amenity Rooms do so at their own risk.

7. The Amenity Rooms are available from 11:00 A.M. to 11:00 P.M. seven (7) days a week.

8. Additional rules may be posted from time to time by the Association.

9. If a resident wants to reserve an Amenity Room for exclusive use, reservations are subject to availability. For more than forty-five (45) guests, additional attendants will be required. The Board also reserves the right to require additional attendants for parties with less than forty-five (45) guests.

10. The facilities may not be used for commercial purposes other than those endorsed by The Marquee Park Place Homeowners Association in which all members may participate. Using an Amenity Room for commercial purposes must be pre-approved by the Board.

11. No charge to guests for admission, food, beverage or entertainment on the premises is permitted by owners unless approved in advance by the Board of Directors. The Marquee Park Place Owners Association sponsored events may charge admission or use fee to recoup expenses.

12. In accordance with California state law, no one under the age of 21 shall be served an alcoholic beverage while on the premises. If alcoholic beverages are reserved at a function held in the facilities, no minors are to be present without parental permission.

13. The association cannot be held liable for any theft or damage to personal articles.

## ENFORCEMENT OF GOVERNING DOCUMENTS

If there is a violation of the Governing Documents, including these Rules and Regulations or Architectural Guidelines, then a member may contact the Property Management Company, describing the violation, the Residential Unit number of the violator, and all other pertinent information, including their own information. If you would like to report a violation, please contact the Property Management Company for a Rules and Violation Report Form. The Board of Directors may refuse to act upon a complaint without sufficient supporting documentation, i.e., the written complaint.

The Board of Directors, Management Company, security, front desk or janitorial staff may also note any violation discovered during a walk-through or by personal knowledge of any of its members or representatives. A log will be maintained by management of all such reported violations and will be presented to the board monthly.

At the time a violation is noted or reported, action will be taken as follows:

- Step No.1 Determination if the alleged violation has potential merit, and if so, management will send a courtesy letter identifying the violation and requesting compliance. Letter will also notify violator that future violations of the same provision of the Governing Documents will result in step #2 along with potential fines, as follows. However, the Board of Directors, in its discretion, may forego step # 2 in the event that the Board of Directors' believes that it is in the Association's best interest to initiate legal proceedings (litigation, alternative dispute resolution, or internal dispute resolution).

- Step No. 2 Management will send a notice to the homeowner stating the nature of the alleged violation and the homeowner's right to appear before the Board of Directors at a hearing in executive session on at least 15 days notice, before the imposition of a monetary penalties and/or other discipline. The hearing with the Board of Directors will be held, in executive session so that the homeowner may be heard and may present pertinent evidence, along with the testimony and evidence of interested persons. Results of the hearings decision, as rendered by the Board of Directors, will be sent in writing within 15 days after such action. If the homeowner is found to be in violation of the Association's governing documents, the Board will either

    a) Seek remedy by use of the legal system,

    b) Charge monetary penalties against the homeowner

    c) In the event of a homeowner's failure to maintain areas and items as required by the Governing Documents, the Association may choose to correct (or cause to be corrected) the violation and charge the homeowner for reimbursement of costs (authorized by Section 8.2 of the CC&R's),

    d) Suspend the homeowner's voting or common area privileges (if applicable), or

    e) A combination of the foregoing.

**MARQUEE PARK PLACE**

**SCHEDULE OF FEES AND MONETARY PENALTIES**

**FOB's *** (new or replace FOB) …….. $ 50.00
(inoperative)…… no charge
**Gate Transponders *** ……..…….…… $ 75.00

**** Lost FOB's & Gate Transponders will be deactivated prior to replacement.***
**** Two (2) Gate Transponders maximum per unit***
**** Six (6) FOB's maximum per unit***

**Billiard Room/Media & Business Center/Lounge Deposit (Refundable)**...$ 250.00

** The common area rooms and other facilities may not be utilized for profit or commercial purposes.*
** All resident hosted events involving 45 or more guests will require an additional security attendant for a minimum of four (4) hours for which the resident will be charged.*

**Move-In Fee** (non-refundable, additional charges may apply if more than one day is needed or if damages to property are observed) …… $ 250.00

**Move-Out Fee** (non-refundable, additional charges may apply if more than one day is needed or if damages to property are observed) …… $ 250.00

In the event that a move-in or move-out results in damage to the common area, the cost of repairs will be charged back to the owner as a special assessment and may be in addition to the penalties listed above.

**SCHEDULE OF FINES**

| | |
|---|---|
| Offensive Conduct and Nuisances (Rules & Regulations section K) | $250.00 |
| Vehicle and Parking Restrictions (Rules & Regulations section J) | $250.00 |
| Animals (violation of Article 7.5 of the CC&R's) | $500.00 |
| Balcony Water Violation (Rules & Regulations Condo section, subsection 2 item "H") | $150.00 each occurrence and responsible for neighbors cleanup |
| Unauthorized Improvements to Property (violation of Article 10.7 of the CC&R's) | $500.00* |

* Plus the cost of restoring the property to original condition

Fines will be in addition to an assessment levied to reimburse the Association for expenses and costs. Fines for continuing or repeated violations may be increased by a minimum of $100.00 increments and up to a maximum of $500.00 at the discretion of the Board. Four (4) or more violations assessed to a single lot/unit in any six (6) month period may result in an additional fine of up to $1,000.00 at the discretion of the Board of Directors.

# MARQUEE PARK PLACE

# 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 Marquee Park Place. By adhering to these Architectural Guidelines, which include guidelines and standards for all improvements and sound and noise guidelines, all Owners will benefit from the beauty and enjoyment of Marquee Park Place Community.

Prior to making any Improvements to your Residential Unit or any balcony, deck or patio (collectively "Residential 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 Declaration in conjunction with these Architectural Guidelines to insure a complete understanding of the submittal and review process. If at any time you have any questions regarding the review process, please contact Management.

## PURPOSE

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

## 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 Declaration 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 Residential 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 including draperies, shutters, shades, etc.
- 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 Residential Unit

b. **Electrical, HVAC/Heat and Plumbing**: New installations or changes to any originally installed electrical, HVAC/heating or plumbing of any kind.

c. **Exterior Changes or Additions**: Any changes or additions to the exterior of any Exclusive Use Balcony or Exclusive Use Patio including, without limitation, patio covers, windows, screens, sunshades, awnings, walls, doors, railings and gates.

d. **Improvements in Patio, Deck and Balcony Areas**: All landscaping within any Exclusive Use Patio Area, Exclusive Use Deck Area or Exclusive Use Balcony Area.

e. **Entry Door Hardware**: Any hardware on any entry doors.

2. **Patio, Deck and Balcony Furnishings**. The Architectural Committee will review the types of patio, deck and balcony furnishings solely to confirm the furnishings are aesthetically harmonious.

**3. Electronic Vehicle Charging Stations. The Architectural Committee will review written applications for any (EVCS) installations on Common Area, Exclusive Use Common Area and/or any portion of the separate interest visible from the common area. (REV. 4/2012)**

**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 Residential 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 Residential Unit in the Community, require the prior written consent of the Declarant unless the Declarant has notified the Association, in writing, that it (i) waives its consent to the particular work of Improvement, or (ii) no longer desires to exercise such right of review and approval for any future works of Improvement.

**Master Developer's Approvals**: As set forth in Section 10.1 of the Declaration and in the Development Declaration, the master developer/owner of the Park Place community has the right to review any changes to the exterior of a Residential Unit. The Board and/or the Architectural Committee will have the obligation to submit any Plans and Specifications to the master developer which require approval under the Development Declaration.

**Combining Two Residential Units:** If an Owner desires to combine two Residential 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 SUBMITTAL REQUIREMENTS

Send requests to:

Marquee Park Place Homeowners Association
Attention: Architectural Committee
3131 Michelson Dr., Irvine, CA 92612

## 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.

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

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

**Submittal Package Review Fees**:

1. **Application Processing Fee**: Each Owner must pay an application processing fee in an amount established by the Board or Architectural Committee ("Application Processing Fee"). The Application Processing Fee is payable to the Property Management Company.

2. **Outside Consultant Fee**: The Board may also require an Owner to pay any fees, costs or expenses associated with the review and approval of the Owner's Plans and Specifications by an Outside Consultant or any costs associated with the review of the Plans and Specifications by an architect on the 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.

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.

**Submittal Package for Electronic Vehicle Charging Stations (EVCS) (REV. 4/2012)**

1. All EVCS applications for approval must be submitted in writing, together with detailed plans and specifications clearly indicating where the EVCS is to be located, the brand or manufacturer, technical specifications and dimensions (i.e., height, width, weight, etc.) as well as any applicable structural requirements or particular electrical needs and usage requirements.

2. The Owner shall agree to pay for all costs applicable for structural requirements or particular electrical needs and usage requirements.

3. The EVCS shall be professionally installed by a fully trained, licensed and bonded contractor, at the sole cost and expense of the applicant. Applicant shall provide proof of contractor's license and insurance naming the Association as additional insured, including liability insurance and proof of workers compensation insurance.

4. The EVCS shall meet all applicable governmental and industry safety standards, code compliance and local permitting requirements. (REV. 4/2012)

**Submittal Package Review Fees (EVCS): (REV. 4/2012)**

**1.** Application Processing Fee: Each Owner must pay an application processing fee in an amount established by the Board or Architectural Committee ("Application Processing Fee"). The Application Processing Fee is payable to the Property Management Company.

2. Outside Consultant Fee: The Board may also require an Owner to pay any fees, costs or expenses associated with the review and approval of the Owner's Plans and Specifications by an Outside Consultant or any costs associated with the review of the Plans and Specifications by an architect on the 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.

**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.

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. (REV. 4/2012)

**Review of Application**: The Management 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, Management will forward the Submittal Package to the Architectural Committee. Management 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 and the plan(s) will be submitted to a consulting architect. 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 Residential Unit Owner for completion prior to review by the Architectural Committee. The Submittal Package may be deemed complete by the Owner unless the Owner is informed otherwise by Management, within ten (10) days after delivery to the Property Management Company.

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 Management. Management will then provide written notice of the actions taken by the Architectural Committee within thirty (30) days but not more than sixty (60) days from the receipt of the Submittal Package along with one (1) set of the Submittal Package, appropriately marked with the Architectural Committee's action. If an Owner fails to receive notice of the action by the Architectural Committee within the sixty (60) day period, then the Owner shall have the right to deliver a reminder notice to the Architectural Committee and Management. If the Owner fails to receive a response within fifteen (15) days after delivery of the Owner's reminder notice to the Architectural Committee and Management, the Submittal Package will be deemed disapproved.

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 forty-five (45) day period. If the re-submittal is not prompt or includes substantially revised Plans and Specifications, an additional thirty (30) days may be required to complete the Architectural Committee's review.

**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 or the Board 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 Marquee Park Place Homeowners Association assumes no responsibility for such. The function of the Architectural Committee and the Board is to review submittals for architectural design of Improvements, placement of Improvements, color schemes, exterior finishes and materials and similar features which are recommended for use in the Community. All technical and engineering matters are the responsibility of the Owner. In addition to the restrictions set forth in the Development Declaration, Declaration and the Handbook, each Owner shall also comply with the following restrictions and guidelines.

1. Building Permits: Building permits may be required for certain Improvements or changes. The applicant shall obtain 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 Marquee Park Place Homeowners Association 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 Residential 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 Residential Unit shall be made and no plumbing, electrical or other work which would result in the penetration of the unfinished surfaces of the ceilings, walls or floors shall be performed by any Owner without the prior written consent of the 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 Board. If any Owner fails to remove such mechanic's lien, the Board may discharge the lien and charge the Owner a Special Assessment for such cost of discharge.

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, Exclusive Use Deck 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 Irvine Business License (if applicable) to the Board. 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 Area, Association Property or Residential Units is the Owner's responsibility. Any damage must be reported immediately to the Property Management Company. The Owner will be held liable for the actions of his/her contractors, subcontractors and/or workers and the Owner will be responsible for any costs of repair incurred by the Association.

**Protecting Floor Areas and Elevators**: The service 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 5:00 p.m. each day.

**Trash and Debris**: All trash and debris must be carried off-site on a daily basis. Neither the trash rooms in the Parking Garage, 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 Residential Unit's utilities must occur on a date coordinated with the Property Management Company at least one (1) week 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**: 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 (30) minutes before the applicable "Working Hours," but may not make any disruptive noise until "Working Hours" begin. Painting that does not disrupt others and work that does not create disturbing noise, vibrations or odors is not subject to the "Working Hours" limitation.

**Conduct by Workers**: Workers shall exhibit proper behavior consistent with the terms of this Handbook, and shall show respect toward other residents of the Community. Workers are not allowed to bring their pets within the Community and will be denied entry if they have a pet with them. Workers are prohibited from creating nuisance noise unrelated to the construction work. Workers are also prohibited from eating meals or taking breaks on the grounds in the 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 regulations, creates a fire or safety hazard, or interferes with activities in the Association Property.

**Fire Safety Devices**: No one shall remove any permanent smoke detectors, sprinklers, security speakers or fire safety devices anywhere in or about a Residential 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 Residential Unit.

Fire exits may not be blocked at any time.

**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 Residential 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 Governing Documents.

## 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 Board or 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 Board reasonably determines is necessary to remove the non-conforming Improvement. The Residential 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 Board in writing. If an Owner fails to file an appeal within fifteen (15) days of the receipt of the notice of violation, the Owner shall have waived any right to appeal.

Upon receipt of a written appeal, the Board shall, if there is a fine schedule adopted by the Board, stay the enforcement of the fine or imposition of any further fines until an appeal hearing has been concluded. Within thirty (30) days of a request for a hearing, the Board shall schedule an appeal at a time and date to be determined by the Board. The appeal hearing shall be conducted in an informal manner and the Residential Unit Owner shall have the opportunity to present any information or evidence to have the fine excused or mitigated. The decision of the Board shall be final.

## DISAPPROVAL BY THE ARCHITECTURAL COMMITTEE (APPEAL)

If 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. The Board must receive the written request for appeal not more than thirty (30) days following the disapproval decision of the Architectural Committee. Within thirty (30) days following receipt of the written request for appeal, the Board shall render its written decision. The failure of the Board to render a decision within the thirty (30) day period shall be deemed a decision against the appellant. The decision of the Board shall be binding and final.

## INSPECTION AND CORRECTION OF WORK

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

The Architectural Committee or Board may not enter into a Residential Unit without obtaining the prior permission of the Owner or occupant of such Residential Unit; provided, however, that such permission shall not be unreasonably withheld and shall be given for entry by the Architectural Committee or Board 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 Board and the Architectural Committee, or its duly authorized representative, shall have the right to enter into Residential Unit, as provided in Section 10.10 of the Declaration, to inspect such Improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved Plans and Specifications. If the Board or 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.

## ARCHITECTURAL STANDARDS

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

### STANDARDS APPLICABLE TO ALL RESIDENTIAL UNITS

## DRAINAGE

There shall be no interference with the established drainage patterns, level, or grade over any Residential Unit, Common Area or Association Property unless an adequate alternative provision is made for proper drainage and written approval is obtained from the Board. The installation of any tile or other flooring material on balconies, decks 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, sewage disposal or water softener system shall be permitted in any Residential Unit.

## WINDOW COVERINGS AND TREATMENTS

SUBMITTAL REQUIREMENTS:

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

GUIDELINES:

1. Each Residential Owner shall, within a reasonable time after the Close of Escrow for the Owner's Residential Unit, install window coverings on all windows. All window coverings must be of a neutral color harmonious with and not in conflict with the color scheme of the exterior wall surface of the Residential Unit. Window coverings may consist of draperies, shades or shutters. 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, DECKS 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 balcony, deck and 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 balcony, patio and deck areas.

2. Plants: Vegetation that extends beyond the railings, fences, walls and/or other boundaries of patio, deck or balcony 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.

## BARBEQUES

Barbeques may not be used or affixed to any surface within an Exclusive Use Balcony Area, Exclusive Use Deck Area or Exclusive Use Patio Area.

## STRUCTURAL LOAD CHANGES

Marquee Park Place is designed to support a forty (40) pound per square foot live load as outlined in the Uniform Building Code, Table 16A, Item 12. Any modifications to a Residential Unit that might increase such load of a Residential Unit's floor must be approved by a structural engineer and the Architectural Committee. These items include, without limitation, changes in flooring (e.g., installation of ceramic tile, marble, granite) and the placement of pool tables, pianos, potted plants or trees, and aquariums.

## FLOORING

SUBMITTAL REQUIREMENTS:

Except for those floors installed by Declarant, no Residential Owner shall install flooring (including without limitation tile or hardwood floors) or replace any flooring unless the prior approval of the Board has been obtained. Any installation of hardwood flooring permitted by the Board must include a sound control underlayment system. Installation of such sound control underlayment system shall include provisions for a perimeter insulation material which will ensure that impact noises are not transmitted into the Residential Units below the floor either directly through the floor or by going around the floor and through the surrounding walls.

GUIDELINES:

1. STC and impact insulation class will be not less than 50 for any flooring upgrades.

2. All floor areas within a Residential Unit shall be covered with materials designed to minimize noise transmission. The installation of any flooring material must also include the installation of sound insulation if the Residential Unit is situated on any floor above any other Residential Units or any Common Areas.

3. Hard surface flooring such as tile, marble, slate, etc. is to be discouraged in any areas other than kitchens or bathrooms. No hard surface flooring may be installed in any bedroom.

## ADDITIONAL REQUIREMENTS FOR HARD SURFACE FLOORING

SUBMITTAL 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 Residential Unit is very low. Each Owner shall endeavor to minimize any noise transmission from his or her Residential Unit.

REQUIREMENTS: No penetrations may be made in unit demising walls (wall between units) or into the glass curtain wall system (the metal frame supporting the glass). No Pre-drilling of the drywall or steel studs is permitted to the interior walls (walls between the rooms). *(Revision 7/10/2013)*

GUIDELINES:

1. No holes or other penetrations shall be made in demising walls (party walls) without the prior approval of the Architectural Committee. No penetrations of any sort shall be made in the ceiling of any Residential Unit. Acoustical sealant shall be packed around all holes made by nails or screws when hanging items from the wall.

2. Only drywall fasteners or fasteners of a similar nature that will not penetrate hardened steel may be used. A plywood backer plate fastened to the steel studs is recommended to accommodate the television mounting bracket. **(Revision 7/2013).**

3 No modifications shall be made to any Residential Unit which would result in a reduction in the minimum impact insulation class of the Residential Unit.

4 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.

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

6 All furniture shall contain rubber castors or felt pads to minimize noise and vibration.

## SIGNS—RESIDENTIAL UNITS

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

GUIDELINES:

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

2. Non-retail signs permitted by law.

3. Any other sign or display authorized by the Board.

# MARQUEE PARK PLACE

# MOVE-IN/MOVE-OUT

# PROCEDURES

# MOVE-IN/MOVE-OUT PROCEDURES

## PRIOR TO YOUR MOVE

TO INSURE PROPER SCHEDULING AND AVAILABILITY OF THE MOVE-IN/MOVE-OUT ELEVATOR DESIGNATED FOR YOUR MOVE PLEASE CONTACT THE PROPERTY MANAGEMENT COMPANY OR FRONT DESK AT YOUR EARLIEST OPPORTUNITY TO RESERVE A TIME(S) FOR YOUR MOVE-IN/OUT. At that time you should review any questions that you might have regarding these move-in/out procedures. You must also submit a Move-In/Move-Out Agreement which may be obtained from the Front Desk prior to your move.

## MOVING FEE AND SCHEDULING

Each Owner must schedule their move-in/move-out date. At the time you schedule your move, you must sign the Move-In/Move-Out Agreement stating that you understand that a **NON-REFUNDABLE FEE TO BE DETERMINED BY THE BOARD** must be delivered to the Property Management Company five (5) working days prior to the move-in/move-out. This deposit is applicable to all damage(s), repair, cleaning, losses or other liabilities and charges incurred as a result of the move. Additionally, you accept total responsibility for the cost of any damage, repair, cleaning, losses or other liabilities that may exceed the amount of the fee.

**AN ADDITIONAL CHARGE OF FIVE HUNDRED DOLLARS ($500) WILL BE LEVIED IF A MOVER, OWNER OR RESIDENT ATTEMPTS TO BEGIN A MOVE IN/OUT WITHOUT A PRIOR RESERVATION.**

## TIMES YOU MAY MOVE

Move-in/Move-outs will be conducted between 8:00 a.m. and 5:00 p.m., 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. An appointment to schedule a move-in or move-out of the building must be made seven (7) working days in advance of the move to insure access to the elevator within a specific timeframe and day. Please call Marquee's **Front Desk at (949) 250-5785** to schedule moves and deliveries and to obtain an access key. Unscheduled moves will not be allowed use of the elevators.

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

## INITIAL MOVE-IN

### Your Moving Company

Please choose your moving company carefully! You, as the Residential 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 **the Front Desk a minimum of seven (7) working days in advance** to coordinate the time of arrival and to insure availability of the designated elevator.

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

An elevator can be reserved for your Movers for up to a four (4) hour block of time. In order to allow the elevator to be held to one floor, the Mover must register with the Marquee Front Desk which will provide the Mover with access once move-in appointments are confirmed by management.

**THE MOVING COMPANY MUST PROVIDE PROTECTIVE COVERING FOR THE ELEVATOR CAB WALLS DURING THE MOVING PROCESS. IT IS THE MOVER'S RESPONSIBILITY TO INSURE THAT THESE ARE IN PLACE PRIOR TO BEGINNING THE MOVE. IN THE ABSENCE OF PROTECTIVE COVERINGS, ALL ITEMS MUST BE WRAPPED IN MOVING BLANKETS.**

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

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

Please provide the moving company with a copy of the move in/move out procedures which may be obtained from the Front Desk Associate so that they have a clear understanding of Marquee Park Place's 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 Residential Unit number.
- The day, date and the block of time you are assigned for the Move-In/Out and have verified this with your moving company.
- The size of the designated moving elevator and hallways. **THE FINISH ON THE ELEVATOR AND HALLWAY WALLS IS EASILY DAMAGED AND EXPENSIVE TO REPAIR**. Measure your large items to be sure they fit through the standard door openings and elevators. Elevator size: 7' x 7' x 15 ½'

## AFTER MOVING IN

BOXES AND PACKING MATERIALS
At the end of the move the hallways and elevator must be cleared of all debris.

All trash and debris must be carried off-site on a daily basis by your moving company. The trash dumpsters inside the garage may not be used for disposing of debris. Please contact the Marquee Front Desk for further details.

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

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

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

# MARQUEE PARK PLACE

# FORMS

**Move-In/Out Elevator Reservation Application**

Unit Owner's Name: _____

Tenant's Name (if applicable): _____

Contact Name: _____

Contact Phone Number: _____

Property Address: _____

Date of Move: _____

Check one: ☐ Move-In ☐ Move-Out

If move-out, provide forwarding address: _____

Moves can take place in a 4 hour window from 8:00 AM to 5:00 PM Monday- Saturday. No moves on Sunday's or Holidays.

X _____

**Agreement**

The resident agrees that except as a result of the active negligence of the Homeowners Association, the owner will indemnify, hold harmless, and defend the Association from any claims, losses, expenses or any costs whatsoever including, but not limited to, those resulting from bodily injury, including death and/or damage to property of third parties, the Owner, the Association, its owners, directors, officers, employees and agents, arising out of the function reserved herewith.

I assume responsibility for elevator use by my tenant, _____, who may be
*Tenant's Name*

contacted at _____, and who resides in unit # _____.
*Phone Number*

I certify that I am the owner of the above unit and have read and understand the Move-in/Move-out Policy and agree to assume full responsibility thereof.

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

**INSTRUCTIONS:**

Complete and submit this form to Management at least two weeks in advance of the move with a deposit check for $300.00 (refundable deposit) and a check for $250.00 (non-refundable) Guard fee, both payable to Marquee Park Place HOA. The homeowner is responsible for the fees. Forms should be mailed to: **The elevator measurements Height 7ft 4 inches Length 6ft 6 inches Depth 5 feet 4 inches.**

**Resident/Guest Information**

**Owner Information**

Owner's Name:

_____

Unit Address:

_____

Mailing Address:

_____

_____

Telephone: (h)_____

(w)_____

E-mail: _____

Vehicle Make/Model/Color/License:_____

_____

**Tenant Information (if applicable)**

Tenant's Name:

_____

Telephone: (h)_____

(w)_____

Please list any additional residents residing with owner/tenant and contact information:

_____

_____

_____

Vehicle Make/Model/Color/License:_____

_____

**Permanent Authorized Guests**

Guest's Name:

_____

Telephone: _____

Vehicle Make/Model/License: _____

_____

Guest's Name:

_____

Telephone: _____

Vehicle Make/Model/License: _____

_____

**Physically Impaired Guest**

Guest's Name:

_____

Telephone: _____

Vehicle Make/Model/License: _____

_____

Guest's Name:

_____

Telephone: _____

Vehicle Make/Model/License: _____

_____

**Emergency Information**

In case of personal emergency, please notify:

Name:_____

Address: _____

Telephone: (h)_____

(w)_____

**Please return this form to:**
Marquee Park Place Homeowners Association, 3131 Michelson Drive, Irvine, CA 92612

## RESIDENT VEHICLE REGISTRATION FORM

Please use this form to register vehicles that park in the garage. Two parking decals will be issued per unit that can be collected at the front desk. After the front desk issues your permits, should you lose a permit, the replacement fee is $25.00 for each. Units can also purchase gate clickers for $75.00 from the front desk.
**Please note that each unit is only allowed two vehicles per unit.**

**Date Submitted:**_____

**Unit # and Tower:** _____

Resident Name: _____

Address: _____
Street

_____
City, State, Zip

Email_____

Telephone: _____Home

_____Work/Cell

Driver's License: _____
State Number

Resident Name: _____

Address: _____

_____
City, State, Zip

Telephone: _____Home

_____Work/Cell

Driver's License: _____
State Number

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

***MPP USE ONLY***

| *Sticker No.* | *Date Issued* | *Employee* |
|---|---|---|
| | | |

## ARCHITECTURAL APPLICATION INSTRUCTIONS

1. Complete all information required on the Architectural Application form.

2. Briefly describe the architectural modifications for which you are applying.

3. Submit plans and specifications showing the location, nature, kind, shape, height and materials, including the color and any other requirements as outlined in the Architectural Guidelines, clearly indicating all proposed modifications.

4. Description of materials and colors and material samples.

5. A proposed construction schedule (including proposed start and completion dates.)

6. Certificates of Insurance (including contractors exclusions and proof of valid workers compensation insurance.)

7. Permits and licenses, if applicable.

8. Name, addresses, and phone numbers of all contractors and subcontractors who will work on the project.

9. Submit TWO (2) copies of all items.

10. Submit Architectural Fee Deposits (Deposit Form with amounts provided by Management)

11. Send or deliver all application items to the Management Office.

*Note: Some of the above conditions may be waived upon request and approval. Said requests must be in writing.*

## ARCHITECTURAL APPLICATION

Name of Association: _____

Name of Owner(s):_____

Address of Unit: _____

E-Mail:_____

Work Phone: _____ Home Phone: _____

Applicant agrees and understands that the application does not fulfill all of the conditions and requirements for an approval. In addition to this completed "Architectural Application" form, the applicant must submit to the Architectural Review Committee (and/or Board of Directors) a set of plans and specifications showing the nature, kind, shape, height, materials and locations of the proposed architectural alteration. It is also understood by the applicant that the submission must be in writing. There may be additional information required as deemed necessary to make a decision. Until all information is submitted to the committee, the application will be deemed to be incomplete and the application will stand unapproved.

General Description of proposed work:

_____

_____

_____

_____

_____

_____

Applicant agrees and understands that, in the event the modification is approved by the Committee or Board, that they may impose "Special Conditions, of construction and maintenance on the approved work. Any special conditions shall be attached and be a part of the approval. Any deviation from the approved plans, specifications or special conditions shall cause the permit to terminate and become null and void. Applicant agrees and understands that failure to conform to these requirements will be automatic authorization by the applicant to have the work brought into conformance with the approved plans, specifications and special conditions. Applicant further agrees and understands that all costs incurred by the Association as a result of bringing said work into compliance shall be a charge against the owner's lot. Such costs shall include costs of construction, reconstruction, administration, fees, attorney fees and reasonable court costs, if incurred.

Page Two

It is also agreed that no work will be initiated which would be a violation of any provisions of the Association's Declaration of Covenants, Conditions and Restrictions or any applicable building code; be an annoyance to the residents; or increase the cost of insurance. Applicant agrees to indemnify the Association against any and all acts or claims arising in connection with the improvement, including but not limited to, any and all acts, omissions, or claims arising in connection with the approval, construction, operation, maintenance, repair, use or removal of the improvement, including attorney fees and costs of litigation no connection therewith. Applicant agrees that, in the event the application is approved, all maintenance, repair, or replacement of the approved item will be the sole responsibility of the unit owner and further that any expense incurred by the Association that is the direct or indirect result of the approved change shall also be the sole responsibility of the unit owner. All work should be initiated with consideration of the grounds, esthetics, time and noise factors. Applicant understands that all necessary permits and approvals from municipalities or other jurisdictions are the sole responsibility of applicant that Committee/Board approval of this application is subject to the applicant receiving all such necessary permits and approvals.

Applicant agrees to the foregoing conditions and accepts those conditions as evidenced by the owner's:

Signature: _____ Date: _____

Staff Use Only:

Approved: _____ Denied: _____ Date: _____

Signed: _____

# MARQUEE PARK PLACE

# MISCELLANEOUS

# INFORMATION

## 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 Residential 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 Residential 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 Residential 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 (800) 611-1911 to report downed or damaged power lines

## FIRE AND CRISIS EMERGENCY PROCEDURES

MARQUEE PARK PLACE HOA is designed and operated so that the Orange County Fire Authority (OCFA) is completely capable of responding to any rescue, life or property threatening incident.

Arrival by the department would begin ant the concierge desk directly centered at the main drive curve just past the security guard house where fire emergency vehicles can park. The Marquee Park Place HOA concierge has been trained to immediately be prepared to hand over the elevator keys that call the elevators to floor one upon any OCFA vehicle arrival or rescue vehicle arrival. OFCA is authorized to utilize available association staff and staff knowledge as available for questions and directions/assistance needed by OCFA.

In the event of a fire alarm, staff will meet at the security guard house at the entrance for a staff count. Then staff will be assigned by the Building General Manager (Chris Zappia at 949-250-5786) or OCFA to an entrance point to keep anyone from entering the Towers at this point in time.

It is very important to note that Marquee Park Place HOA (3131 and 3141 Michelson Drive) has an emergency water supply on-site. There are three first aid supply areas and 24 hour and 7 day per week security staff on-site with and held radios including a building land telephone line in the guard house.

Both the 3131 and 3141 Michelson towers have their own generator to maintain minimal lighting and the operation of the elevators. However, in the event that there is an earthquake with sufficient magnitude to disrupt the operation of the elevators, the elevators cannot be operated or opened until a certified elevator technician releases them (We advise all residents to have sufficient supplies in their unit to sustain them for three to five days or until the elevators are operational.

Similarly, in the event of a fire, the elevators would descend to the first floor, the doors would open and they would not be operational until released by the Fire Authority. **In the event of a fire, residents on the affected floor would move to the end of the hall as far from the fire as possible and wait there for assistance. The Fire Authority would release the elevators and escort residents from the building. All resident doors and fire doors *have a one hour fire rating*.**

OCFA can over-ride the elevators. In an earthquake, a certified conveyance operator would release the elevator and in a fire, the Fire Authority would release the elevator. Staff is working with the Fire Authority on the various roles that staff would take in the event of a major event at the Marquee Park Place HOA Towers, they have assisted in the Marquee Park Place HOA Towers plan to utilize staff in a major event.

## 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 Residential 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 40ºF and 100ºF. 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, arid 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 Residential 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 Residential 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 Residential 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 Residential 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 Residential 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. 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.cal-iaq.org/MIMH_2004-06.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 Residential Unit. You will need to take actions to prevent conditions which cause mold or mildew. Failure to take such preventative actions may reduce or preclude the Property Management Company's liability for water damage or water intrusion caused by the Property Management Company. It is your responsibility to ensure that you have taken the necessary precautions to prevent mold from becoming a problem in your Residential Unit by following the recommendations set forth above and in the Mold Information Sheet. If there is any water damage or water intrusion to your Residential Unit, take immediate action to prevent conditions which cause mold or mildew to develop.

Immediately notify the Property Management Company of such water intrusion and allow the Property Management Company the opportunity to inspect the problem if the water damage or water intrusion is believed to have been caused by the Property Management Company, pursuant to the provisions of California Civil Code Sections 910 through 938. Failure to notify the Property Management Company of water intrusion or water damage is an affirmative defense of the Property Management Company to any claims for construction defect causing water damage or water intrusion.

## MOLD INFORMATION SHEET

CALIFORNIA DEPARTMENT OF HEALTH SERVICES - INDOOR AIR QUALITY INFO SHEET

**Mold in My Home: What Do I Do?**

Revised June 2004

*This is an update of our info sheet providing basic information to people who have experienced water damage to their home. It describes health concerns related to mold exposure, and it also provides general guidelines on prevention, mold detection, as well as cleanup of mold-contaminated materials. Additional resources and documents are referenced.*

**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 are 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 apartments 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 homeowners 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 commercial 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 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 Infosheet***. Useful overview with specific resources for workers.

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

***Mold and Moisture***. Appendix H in the U.S. EPA IAQ Tools for Schools

**Clean-up Guidance**

***Repairing Your Flooded Home***. Excellent resource by the American Red Cross and FEMA, with details on technical and logistical issues.

***Guidelines on Assessment and Remediation of Fungi in Indoor Environments***. Widely referenced guidelines developed by the New York City Department of Health.

***Mold Remediation in Schools and Commercial Buildings***. Valuable, new guidance by U.S. EPA, also applicable to residences.

**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**, 850 Marina Bay Parkway (EHLB), Richmond, CA 94804, Phone: 510-620-2874, 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

Arnold Schwarzenegger, Governor State of California

Kimberly Belshe, Secretary Health and Human Services Agency

Sandra Shewry, Director Department of Health Services