

REGATTA COMMUNITY ASSOCIATION RULES AND REGULATIONS

1. **Introduction.** Regatta Community Association ("**Community**") is a community that is currently planned to contain up to 53 condominiums. Because community living relies on the mutual cooperation of all to be successful, Regatta Community Association ("**Association**") created these rules and regulations ("**Rules and Regulations**"). Inside you'll find practical rules, regulations and guidelines that are intended to help foster a harmonious, enjoyable and safe environment for all residents of the Community. These Rules contain basic guidelines that, if observed, help ensure that the grounds of the Community remain in good condition and that neighbors treat each other with respect and consideration.

The Community is subject to the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Regatta Community Association ("**Declaration**"), Articles of Incorporation of Regatta Community Association ("**Articles**") and Bylaws of Regatta Community Association ("**Bylaws**") (collectively, "**Governing Documents**"). The Board has the power to revise these rules, regulations, and any guidelines, policies and procedures set forth in these Rules from time to time. If you would like to contribute suggestions for these Rules, please submit them to the Management Company for consideration by the Board.

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

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

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

As a point of clarification, all references below to Association Property include, but are not limited to, private streets, landscaping and all portions of the buildings, except the Units.

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

Regatta Community Association
c/o Vintage Group
24422 Avenida de la Carlota, Suite 450
Laguna Hills, CA 92653
Phone: 855-403-3852
Fax: 800-996-3051
Website: www.vintagegroupre.com

The Board governs the Association, and meets regularly to make decisions pertaining to those matters for which the Association is responsible. Owners will be notified of the date, time and location of all meetings

of the Members and the Board. If you are interested in becoming involved in the Association, please contact the Management Company.

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

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

3. Communication and Voluntary Cooperation. As an attached living community, Regatta Community Association is a unique environment that calls for mutual cooperation, common sense and consideration of neighbors. To facilitate harmony within the Community, all residents, tenants and their guests must comply with the rules and guidelines set forth in these Rules and the Governing Documents. If you believe that a rule or restriction is unfair, you may bring it to the Board's attention, run for the Board, or participate on a committee, etc.

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

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

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

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

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

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

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

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

the right, under the terms of the Declaration, to deny use of any Association facility to any Member or its guest and tenants at any time.

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

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

7.5 Private Streets. No vehicles or other uses, structures or items shall block access to the Private Streets or restrict ingress or egress over the Private Streets. Vehicles parked in driveways shall not extend into the sidewalk or the Private Streets

8. Conduct Affecting Insurance. Please refer to Article XII of the Declaration for additional information regarding Association and Owner insurance requirements. If you have further questions, please contact the Management Company. An Owner who is responsible for an increase in the rate of insurance on the Association Property shall be personally liable to the Association for the cost of the additional insurance premiums.

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

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

9. Use Restrictions.

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

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

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

9.2.2 No Owner shall use any decks/patios/balconies or porches for storage purposes, including, without limitation, the storage of bicycles or surfboards.

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

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

9.5 Grilling. No Owner shall use a **natural gas, propane**, charcoal or wood grill on any **elevated deck/roof deck/balcony/patio** or other elevated surface. No Owner shall use a **natural gas, propane**, charcoal or wood grill within ten (10) feet of any building structure.

10. Animals.

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

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

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

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

10.5 Disturbance from Pets. Pets must be kept within the Unit when the Owner is away or cannot attend to them. Unreasonable and/or continuously barking dogs on Exclusive Use Easement Areas, or inside a Unit are not permitted. Any pet that makes noise disturbing to a neighbor must be confined within its owner's Unit in a place from which this noise cannot be overheard. Residents who are disturbed by an animal are urged to first contact their neighbor and if unsuccessful, to contact the Association in writing with a formal complaint and to contact the City of Huntington Beach Animal Control.

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

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

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

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

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

12. Water Submeters. Each Owner with a submeter shall provide unobstructed access to the Association or metering company for any inspections and maintenance and shall remove any items from in front of the garage where the meters are located that would prohibit inspection and maintenance of such submeters upon prior written notice of such inspection and maintenance from the Association or metering company. The submeters are located in a box in in front of the garage.

13. Fire Safety Devices

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

13.2 Fire Sprinklers. Each Owner must maintain the fire sprinklers within the Unit. Each Owner must take care not to harm, damage or unnecessarily activate the fire sprinklers installed in his or her Unit. The fire sprinklers are heat activated and permitting high heat, steam or burning in the vicinity of a fire sprinkler may cause it to activate, potentially causing extensive damage to your Unit, your personal property, the Association Property, and the adjacent residences. Except for periodic dusting you should never touch or allow anything else to touch the fire sprinklers. In particular, you are not allowed to have any item hanging from the fire sprinklers, including, without limitation plants, laundry, posters or other objects. You should also not tie string, floss, wire or any other material on, around or across any portion of a fire sprinkler.

14. Garages and Parking Rules and Regulations.

14.1 Declaration Parking Restrictions. Section 4.22 of the Declaration contains vehicle, garage and parking restrictions.

14.2 Private Streets and Parking. Residents shall first use their garage and driveway before parking in the open parking spaces located in the Private Streets. No vehicles or other uses, structures or items shall block access to the Private Streets or restrict ingress or egress over the Private Streets. Vehicles parked in driveways shall not extend into the Private Streets or block the sidewalks.

14.3 Parking. Parking in the Private Streets is not permitted except for designated guest parking spaces, which parking spaces are for guests only. Each Owner is responsible for advising the Owner's family, tenants and guests of the parking regulations. In no event shall any parked vehicle block, encroach upon, extend into or obstruct the path of travel over a sidewalk. No parking of any vehicles on aprons or unpaved surfaces, such as lawns or dirt surfaces is permitted. No vehicle shall block or impede access of firefighting equipment to or through the drives and aisles or fire hydrants in the Community.

14.4 Guest Parking. Guest parking spaces are located throughout the Community that are available to guests on a first-come, first-served basis. Guest parking is limited and may not always be available. Unless prior written consent of the Management Company is obtained, parking in the guest parking spaces is limited to 72 consecutive hours. The Owner or occupant hosting such an offending guest vehicle may also be subject to tow, fines and other remedies.

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

14.4.2 To register a vehicle, the Association may require the following information: proof of ownership or lease of the vehicle; the vehicle's California license plate number; the vehicle

identification number (VIN); a description of the vehicle, including its make, model and color; and such other information as the Association may reasonably request.

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

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

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

14.4.6 As further set forth in the Declaration, each Unit Owner or Occupant is only allowed to have the number of vehicles that it can park within the garage. The Association will not permit registration for more vehicles than can fit within a Unit's garage.

14.5 Garages. Garages must be maintained to house the number of motor vehicles owned by the Owner to its fullest extent possible. Garages are to be used for parking vehicles only. Unless otherwise required under Applicable Laws, garages shall not be converted for storage, living or recreational activities that would prevent an Owner or Occupant from parking the number of vehicles the garage was designed for. Notwithstanding the foregoing, to the extent that Applicable Laws require that an Owner be allowed to convert a garage, or a portion thereof, to living areas, including without limitation the construction or conversion of space into an ADU, such conversion shall only be allowed to the minimum extent required under Applicable Laws, so as to maximize the ability to utilize the garage for the parking of vehicles inside the garage. Garage doors are to be kept closed except when vehicles are entering or exiting the garage. **The Association shall have the right to inspect garages for compliance with the parking rules and shall provide at least 24 hours prior notice prior to inspection.** Each Owner must maintain his or her garage door opener in good working order.

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

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

14.8 Prohibited Vehicles. The Declaration restricts certain commercial-type vehicles and recreational vehicles from being parked, stored or kept within the Community. Please review these provisions of the Declaration.

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

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

15. Odorous Matter, Offensive Conduct and Nuisances.

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

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

16. Holiday Decorations.

16.1 Acceptable Timeframe. The acceptable timeframe for winter holiday decorations is from the day after Thanksgiving until January 10th. All other holiday decorations shall be permitted no more than 20 days prior to the holiday and must be removed within 10 days after the holiday.

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

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

16.4 Damage. Each Owner is liable to the Association for any damage to Association Property (including holes, tape marks, abrasions, etc.) caused by that Owner or his or her guests, Occupants, Invitees or any resident of his or her Unit.

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

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

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

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

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

17.4 No Right of Approval. Other than to enforce the provisions of the Governing Documents, the Association shall have no right to approve the tenant or lessee on any basis, or to approve or reject particular business terms of the lease or rental agreement. If Owners provide the Association with the terms of any leases or rental agreements, renewals, extensions or amendments, such terms shall be held in confidence by the Association at all times and shall not be disclosed except to the limited extent necessary for the enforcement of the Governing Documents.

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

17.6 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.

18. Signs. Owners displaying signs within the Community are subject to the restrictions set forth in the Declaration and the Design Guidelines and any Applicable Laws.

19. Potted Plants. All potted plants located on a Unit shall be adequately maintained and of a reasonable quantity and size.

20. Trash Disposal. Trash, garbage or other waste shall be kept only in sanitary containers. No Owner shall permit or cause any trash or refuse to be kept on any portion of the Community other than in the receptacles customarily used for it, which shall be stored within garages except on the scheduled day for trash pickup. Owners are responsible for bringing their trash cans and recycling bins to the curb along the private street on trash collection days.

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

22. Yard Easement Areas. The Declaration sets forth various use restrictions that limit the use of the Yard Easement Areas appurtenant to certain Residences.

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

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

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

25.1 Reporting of Violations.

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

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

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

25.2 Violation Notification.

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

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

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

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

25.3 Hearing Procedures.

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

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

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

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

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

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

- (a) Monetary fines;
- (b) Suspension of an Owner's (and/or his or her guests, residents or tenants) right to use the recreational facilities;
- (c) Suspension of an Owner's (and/or his or her guests, residents or tenants) membership rights and privileges (other than voting rights);
- (d) Removal of any non-conforming structure or improvement; and
- (e) Compliance Assessment against an Owner for any costs incurred by the Association, including attorney's fees and costs, with respect to the violation.

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

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

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

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

REGATTA COMMUNITY ASSOCIATION ELECTION RULES

1. **Election Notice Requirements.** The Association shall provide general notice of the procedures and deadlines for submitting candidate nominations in compliance with California Civil Code Section 5115.

2. **Equal Access.**

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

2.2 Equal Access, as described above in Section 2.1, shall also apply to members of the Association and candidates not endorsed by the current Board, and shall be for the purpose of advocating a point of view reasonably related to the election.

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

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

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

3. **Qualifications and Procedures for Nomination of Candidates.**

3.1 A Member of the Association is eligible to be nominated or to nominate himself or herself for a position on the Board if all of the following conditions are satisfied by such Member:

- (a) as of the date of nomination, the Member is an owner of his or her Condominium.
- (b) as of the date of nomination, the Member is at least 18 years old.
- (c) no other joint owners of a Condominium held in common with the Member is serving on the Board and would serve on the Board concurrently with the Member.
- (d) the Association is not aware of any past criminal conviction that would, if the Member was elected, either prevent the Association from purchasing the fidelity bond coverage required by Section 5806 of the California Code of Civil Procedure or terminate the Association's existing fidelity bond coverage.
- (e) as of the date of nomination, the Member is current in the payment of all Assessments for the three (3) months immediately preceding such date of nomination; provided,

however, that notwithstanding the foregoing, a Member nominated for a position on the Board shall not be disqualified to be nominated or elected to the Board for (x) the nonpayment of fines, fines renamed as "Assessments", collection charges, late charges, or costs levied by a third party, and (y) failure to pay Assessments if either of the following circumstances is true: (1) the Member has paid the Assessment under protest pursuant to California Civil Code Section 5658, or (2) the Member has entered into a payment plan pursuant to California Civil Code Section 5665.

Directors and candidates must be Members of the Association unless: (i) Declarant has made a nomination of a non-Member candidate consistent with the voting power of the Declarant as set forth in the regulations of the Department of Real Estate and the Association's governing documents, or (ii) the Owner of a Unit is a legal entity that is not a natural person, the governing authority of that legal entity shall have the power to appoint a natural person to be a Member for purposes of this section.

3.2 All Members of the Association eligible to vote in the forthcoming election are eligible to nominate himself or herself as a candidate for the Board. In addition, representatives of Declarant, as provided in the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of the Association, may be nominated as a candidate for the Board.

3.3 Provided that a Member of the Association seeking candidacy for a position on the Board satisfies the eligibility requirements set forth in Section 3.1 above, such Member of the Association may be nominated or nominate himself or herself by the following procedures:

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

(b) After collecting all properly-submitted nominations, the current Board shall: (1) confirm or cause to be confirmed each nominated person's eligibility under Section 3.1; (2) confirm or cause to be confirmed each individual's acceptance of nomination; (3) distribute or cause to be distributed to the Association's membership a list of the confirmed candidates, as detailed in Section 3.5 below; and (4) prepare or cause to be prepared a ballot for distribution to all Members of the Association for voting purposes. Each such ballot must satisfy the requirements set forth in Section 4 below.

3.4 The Association shall provide general notice of the procedure and deadline for submitting a nomination at least 30 days before any deadline for submitting a nomination. Individual notice shall be delivered pursuant to California Civil Code Section 4040 if individual notice is requested by a Member.

3.5 The Association shall provide general notice of all of the following at least 30 days before the ballots are distributed: (i) the date and time by which, and the physical address where, ballots are to be returned by mail or handed to the Inspector(s) (as defined below); (ii) the date, time, and location of the meeting at which ballots will be counted; and (iii) the list of all candidates' names that will appear on the ballot. Individual notice of the foregoing shall be delivered pursuant to California Civil Code Section 4040 if individual notice is requested by a Member.

4. Secret Ballot.

4.1 Pursuant to California Civil Code Section 5100, elections and votes related to assessments, selection of Members of the Board of the Association, amendments to the governing documents adopted by the Association, and the grant of certain exclusive use easements shall be by secret ballot. The secret ballot must satisfy the requirements set forth in the California Civil Code and this Section. The Association shall require the Inspector(s) (as defined below) to deliver, or cause to be

delivered, at least 30 days prior to the voting deadline for the election, to each eligible Member of the Association the following documents:

- (a) a ballot or ballots and 2 pre-addressed envelopes; and
- (b) a copy of the election operating rules.

The delivery of the election operating rules under Section 4.1(b) may be accomplished by either of the following methods: (i) posting the election operating rules to an internet website and including the corresponding internet website address on the ballot together with the phrase, in at least 12-point font: "The rules governing this election may be found here:"; or (ii) individual delivery.

4.2 Ballots may not identify the voter's name, address, or unit number.

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

4.4 The outer envelope is pre-addressed to the Inspector(s), who will be counting the votes. The envelope containing the ballot shall then be hand delivered or mailed via first class mail to a location specified by the Inspector(s). The Member of the Association may request a receipt for delivery.

5. Selection of Inspectors.

5.1 The current Board of the Association shall select either 1 or 3 independent third parties to serve as the inspector or inspectors of the election ("**Inspector(s)**"). A person or persons currently employed or under contract to the Association for any paid services may not be selected to be an Inspector. No Member currently running for an elected position on a Board may serve as an Inspector.

5.2 The Inspector(s) shall have the responsibilities described in applicable law, including without limitation, California Civil Code Section 5110, and shall perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as practical.

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

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

5.5 All election materials shall be in the custody of the Inspector or a location designated by the Inspector in compliance with California Civil Code Section 5125.

6. Voting.

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

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

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

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

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

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

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

7. Eligibility and Vesting of Voting Rights.

7.1 A Member of the Association is eligible to vote if the Member owns his or her Condominium when ballots are distributed.

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

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

8. Proxies.

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

8.2 Any instruction given in a proxy that directs the manner in which the proxy is to cast the vote shall be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain. The proxy holder shall cast the vote by secret ballot, in the manner prescribed in these procedures. The Inspector(s) shall determine the authenticity, validity and effect of proxies. Proxies shall be presumed valid if executed in accordance with California Corporations Code Section 7613 and the Bylaws of the Association.

9. Voting Procedures and Custody.

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

9.2 The results of the election, as tabulated by the Inspector(s), shall be promptly reported to the current Board of the Association and shall be recorded in the minutes of the next meeting of the Board of the Association, and shall be made available for review of Members of the Association. The

Board of the Association shall publicize the results of the election in a communication directed to all Members of the Association, within 15 days of the date the final tabulation of votes has occurred.

9.3 The sealed ballots, signed voter envelopes, voter list, proxies, and candidate registration list shall at all times be in the custody and control of the Inspector(s), or at such location designated by the Inspector(s), until after the final tabulation of votes and expiration of the time allowed by California Civil Code Section 5145 for challenging the election, after which time the custody and control of the ballots shall be turned over to the Association.

9.4 After the final tabulation of the votes has been completed by the Inspector(s) and custody and control of the ballots has been turned over to the Association, the Association shall store the ballots or cause them to be stored, in a secure location for not less than 1 year from the date of final tabulation of votes.

10. Retention of Election Materials. The Association shall maintain election materials in compliance with California Civil Code Section 5105(a)(7).

11. Amendment. These Election Rules shall not be amended less than 90 days prior to an election.

REGATTA COMMUNITY ASSOCIATION

COLLECTION POLICY

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

the preparation and mailing said Notice of Delinquent Assessment by the agent, trustee or attorney employed by the Association, shall be charged to the delinquent owner's account. The lien may be enforced in any manner permitted by law, including without limitation, a small claims judgment, judicial or non-judicial foreclosure.

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

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

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

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

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

14. Prior to recordation of the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and costs of collection, including attorneys' fees, must be paid in full to the Association. The mailing address for overnight payments of assessments is 24422 Avenida de la Carlota, Suite 450, Laguna Hills, CA 92653 Regatta Community Association, c/o Vintage Group unless the account has been turned over to the Association's trustee or attorney, in which case the owner would need to call said party for the full amount owed and their correct mailing address.

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

Payment Plan Fee \$25 per month

Return Payment Fee \$35

ATTACHMENTS

Violation Complaint Report

Vehicle Registration Form

Tenant Registration Form

REGATTA COMMUNITY ASSOCIATION

VIOLATION COMPLAINT REPORT

Return form to: Regatta Community Association
c/o Vintage Group
24422 Avenida de la Carlota, Suite 450
Laguna Hills, CA 92653
Phone: 855-403-3852
Fax: 800-996-3051
Website: www.vintagegroupre.com

Name: _____

Address: _____

Daytime Phone Number: _____

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

Provide the names and phone numbers of any witnesses:

1. _____
2. _____
3. _____

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

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

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

Signature

Date Signed

Printed Name

REGATTA COMMUNITY ASSOCIATION

VEHICLE REGISTRATION FORM

Return form to: Regatta Community Association
c/o Vintage Group
24422 Avenida de la Carlota, Suite 450
Laguna Hills, CA 92653
Phone: 855-403-3852
Fax: 800-996-3051
Website: www.vintagegroupre.com

The following information is required:

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

All of the following information below is required:

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

Vehicle One

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

Vehicle Two

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

Vehicle Three

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

Decal Numbers Issued:

This section for use by Management Personnel Only

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

Homeowner/Tenant Signature: _____

Date: _____

Homeowner/Tenant Signature: _____

Date: _____

REGATTA COMMUNITY ASSOCIATION

TENANT REGISTRATION FORM

Return form to: Regatta Community Association
c/o Vintage Group
24422 Avenida de la Carlota, Suite 450
Laguna Hills, CA 92653
Phone: 855-403-3852
Fax: 800-996-3051
Website: www.vintagegroupre.com

Owner(s) Name: _____

Mailing Address: _____

Contact Information (phone, email): _____

Unit Address: _____

Tenants:

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

Home Phone Number: _____ Cell Phone Number: _____

Email Address: _____

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

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

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

Home Phone Number: _____ Cell Phone Number: _____

Email Address: _____

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

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

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

Home Phone Number: _____ Cell Phone Number: _____

Email Address: _____

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

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

PLEASE LIST ANY OTHER PERSONS IN RESIDENCE, INCLUDING CHILDREN

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

☐ Fully executed lease agreement attached

☐ Owner has provided copies of all Governing Documents to the tenant

ASSIGNMENT OF MEMBERSHIP PRIVILEGES:

I/We hereby transfer my/our rights to use the Community's recreational areas for the period from ____ to ____ unless otherwise notified. I/We hereby acknowledge full responsibility for the actions of my/our tenants when using the Community's recreational areas and recognize that I/We will be held directly responsible for violations of the Governing Documents by my/our tenants. I/We shall provide my/our tenants with copies of the Governing Documents prior to the Tenant's occupancy. **///Include this Assignment only if there is Recreational Facility.//**

Owner Signature _____

Owner Signature _____

Owner Name (Print) _____

Owner Name (Print) _____

Date: _____

Date: _____

REGATTA COMMUNITY ASSOCIATION DESIGN GUIDELINES

1. **Introduction.** The goal of these Design Guidelines is to maintain the aesthetic beauty of Regatta Community Association.

Prior to making any Improvements to your Unit or any Exclusive Use Easement Area appurtenant to your Unit such as your **porch/deck/balcony/yard** (collectively, “**Unit**”), you must first submit a complete Design Review Application to the Board or, if there is one, to the Design Review Committee. After receiving written approval from the Board (or Design Review Committee, if formed) and with applicable requirements of the **City of Huntington Beach** and other Governmental Entities, you may install your Improvements, or undertake your approved action. Please review these “Design Guidelines” prior to completing your application form to ensure your submittal is complete. In the event of a conflict between these Design Guidelines and the Declaration, the Declaration shall prevail.

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

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

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

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

2. **Purpose; Application.** These Design Guidelines are not intended to restrict individual creativity or personal preference, but rather to assure and preserve the value, desirability, attractiveness and architectural integrity of the Community. As set forth in the Declaration, the Board (or, if formed, the Design Review Committee) has the power to review and approve all Improvements upon or around any Unit. The Design Guidelines do not apply to any Improvements installed by Declarant, and neither the Board nor the Design Review Committee shall have any rights of review or approval with respect thereto.

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

4. Design Review Approval.

4.1 Submittal of Application. Prior to the commencement of any addition, alteration, construction work or other Improvements of any type on any Unit, you must first submit an application to the Design Review Committee for approval of such work. Unless specifically exempted under these Design Guidelines, you should submit an application for approval of all Improvements in accordance with the procedures set forth below. A copy of the Design Review Request Form is attached to these Design Guidelines. The following is intended to describe some of the Improvements that require approval by the Design Review Committee. Even though a proposed Improvement may not be listed below, you should submit an application for your proposed Improvement, unless the Declaration or Design Guidelines specifically exempt that particular Improvement from design review.

Board approval is required for the following proposed Improvements.

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

- (a) Hard surface flooring (tile, marble, granite, wood, etc.);
- (b) Plumbing, HVAC, electric;
- (c) Security system;
- (d) Permanent fixtures;
- (e) Ceilings and columns;
- (f) Any other Improvement which may impair or alter the structural integrity of the building or the Unit; and
- (g) Any change or modification impacting the transference of sound.

4.3 Improvements in Exclusive Areas. All improvements within any Exclusive Use Easement Areas (**[decks and porches]**) require the approval by the Design Review Committee.

4.4 Installation of a Solar Energy System. Installation of a Solar Energy System requires the approval of the Design Review Committee.

4.5 Failure to Obtain Approval. Failure to obtain approval by the Design Review Committee may constitute a violation of the Declaration, and may require modification or removal of unauthorized works of improvement at your expense. In addition, a building or other permit may be required by the **City of Huntington** building department, or other Governmental Entities prior to the commencement of any work. Neither the Board, nor the Design Review Committee, nor the Association assumes any responsibility for failure to obtain such permits. Also, obtaining such permits does not waive the obligation to obtain approval from the Design Review Committee.

4.6 Design Review Process and Procedures.

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

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

4.6.3 Submittal Package. In order to expedite the approval process, the Submittal Package for any Improvements must include 3 sets of each of the following:

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

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

The Submittal Package with the appropriate fees and deposits should be sent to the address set forth herein for the Management Company.

4.6.4 Submittal Package Review Fees.

(a) **Submittal Fees.** The submittal fee for a full review by the Design Review Committee is \$25.00. The submittal fee should be made payable to the Regatta Community Association and will be required for full reviews.

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

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

(d) **Deposit.** In addition to the submittal package review fee, upon approval of the Plans and Specifications, the applicant may be required to deliver a deposit to cover any damage

to Association Property and to assure that the Owner follows the procedures set forth in the Governing Documents. Each applicant is solely liable for all damage caused by an applicant or any contractors, subcontractors, including, but not limited to, all fines and surcharges levied against the applicant by the Board. The applicant's liability shall not be limited by the amount of the deposit. If such costs of repairs, fines or surcharges are not promptly paid by the applicant, then all work must cease until the deposit has been replenished to an amount determined by the Board.

4.7 Review of Application:

4.7.1 By Management Company. The Management Company shall, on behalf of the Design Review Committee, review the Submittal Package to ensure that it contains all of the information and fees required. If the Submittal Package is complete, the Management Company will forward the Submittal Package to the Design Review Committee. The Management Company may determine and notify the Owner that, based upon the proposed Improvements or the complexity of the proposed Improvements, additional review fees will be required. The Submittal Package will not be submitted to the Design Review Committee unless the Submittal Package is completed and until such fees are paid. Failure to submit a complete Submittal Package and include the applicable fees with the Submittal Package will constitute an incomplete application, and the application will be returned to the Owner for completion prior to review by the Design Review Committee. The Submittal Package shall be deemed complete 10 days after delivery to the Management Company unless the Owner is informed otherwise by the Management Company before expiration of the 10 day period.

4.7.2 By Design Review Committee. The Design Review Committee will review the Submittal Package and will provide written notification of approval, approval with conditions, or disapproval of the proposed modifications to the Management Company. The Management Company will then provide to the Owner submitting the application for design review a written notice of the actions taken by the Design Review Committee within 45 days from the date of receipt of the Submittal Package along with 1 set of the Submittal Package, appropriately marked with the Design Review Committee's action. If an Owner does not receive notice of the action by the Design Review Committee within such 45 day period, then the Owner shall have the right to deliver a reminder notice to the Design Review Committee and Management Company. If the Owner does not receive a response within 15 days after delivery of the Owner's reminder notice to the Design Review Committee and the Management Company, the Submittal Package will be deemed approved provided that any Improvements conform to all conditions and restrictions contained in these Design Guidelines and the Declaration and are in harmony with similar structures erected within the Community. Such approval does not negate the need for any jurisdictional permits or requirements.

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

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

4.8 Review by the City. Upon obtaining written approval of a Submittal Package from the Design Review Committee, the Owner shall thereafter submit plans and specifications to the **City** if the proposed Improvements require the issuance of a building permit or other **City** required approval. In the event of a discrepancy between this document and **City** requirements, the most restrictive standard shall

prevail. The Association will not be responsible for actions taken by Governmental Entities. In the event that the **City** requires modifications to the plans and specifications previously approved by the Design Review Committee, the Owner shall submit to the Design Review Committee all modifications to the plans and specifications. The Design Review Committee shall have the right to review and impose further conditions on such modifications which are not inconsistent with the requirements imposed by the **City**. The Design Review Committee shall have the right to impose conditions to its approval of proposed Improvements that are more restrictive than conditions as may be imposed by the **City**.

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

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

5. General Conditions. Approval by the Design Review Committee does not constitute waiver of any requirements of any Governmental Entity. Design review approval of plans does not constitute acceptance of any technical or engineering specifications, and the Association assumes no responsibility for such. The function of the Design Review Committee is to review submittals for architectural design of Improvements, placement of Improvements, color schemes, exterior finishes and materials and similar features which are recommended for use in the Community. All technical and engineering matters are the responsibility of the Owner. In addition to the restrictions set forth in the Declaration and the Rules, each Owner shall also comply with the following restrictions and guidelines.

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

5.2 Damage to Association Property. An Owner shall be responsible for any damage to Association Property caused by an Owner or such Owner's Invitees, including without limitation any person or entity performing work on the Owner's Improvements, or any other persons deriving their right to use or access the Association Property from the Owner or such Owner's family, tenants or guests, as set forth in the Declaration.

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

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

6. Requirements for Contractors, Subcontractors and any Other Work

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

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

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

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

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

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

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

6.8 Conduct by Workers. Workers are not allowed to bring their pets within the Community. Workers are prohibited from creating nuisance noise unrelated to the construction work. All workers must wear shoes, pants or shorts and shirts at all times. No workers may use the power from the Association Property.

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

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

6.11 Construction Materials. All construction materials must be stored within an Owner's Unit. Any construction materials that are delivered and deposited on the Private Streets must be relocated to the Owner's Unit. The Owner who is making the Improvements shall be responsible for removing all debris and maintaining all portions of the Association Property affected by the applicant's construction activities, including any Private Streets and walkways, in a clean and attractive condition. The Board has the right to levy Compliance Assessments against the Owner who is making the Improvements to recover the cost of cleaning or restoring any Association Property to the condition that existed prior to the commencement of such Improvements pursuant to the Declaration and the Bylaws.

6.12 Equipment. Contractors must use their own equipment. The use of electricity facilities within Association Property is prohibited. The Owner who is making Improvements shall be responsible for ensuring that construction equipment such as trucks, concrete mixers, trailers, trash bins, and compressors shall not be parked or placed on the streets for an unreasonable amount of time. Any damage to the **Private Streets**, curbs, landscaped areas, fences, walls or other Association Property improvement shall be repaired at the Owner's expense.

6.13 Violation of Rules. The Board has the right to levy against the Owner who is making such Improvements, Compliance Assessments as a disciplinary measure for a violation of the foregoing regulations and for reimbursement of any costs incurred by the Association in the repair of damage for which such Owner, or such Owner's agents or contractors was allegedly responsible, as set forth in the Declaration and the Rules.

7. Failure to Comply with Required Procedures. If any design change is made without the approval of the Design Review Committee or any violation of the Design Guidelines occurs, the Design Review Committee may deliver written notice of the violation to the Owner. The violation notice shall specify a time period for removal of the non-conforming Improvement that the Design Review Committee reasonably determines is necessary to remove the non-conforming Improvement. The Owner shall, upon receipt of the violation notice, remove the non-conforming Improvement within the time period specified in the violation notice. If an Owner fails to remove the non-conforming Improvement within the time period specified in the violation notice, the Design Review Committee shall inform the Board. The Board shall then provide the Owner with Notice and Hearing to consider the Owner's continuing violation. At the Hearing, if the Board finds that there is no valid reason for the continuing violation, the Board may levy a fine in accordance with the fine schedule set forth in the Rules and/or may determine the estimated costs of correcting the violation. The Board may require the Owner to remedy or correct the violation within a period of not more than **30** days from the date of the Board's determination. If the Owner does not comply with the Board's decision within such period or within any extension of such period as the Board, in its discretion, may grant, the Board may either remove the non-complying Improvement or remedy the violation. The cost of correcting the violation plus attorneys' fees and costs incurred by the Association shall be assessed against the Owner as a Compliance Assessment. The decision of the Board shall be final.

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

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

10. Inspection and Correction Of Work.

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

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

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

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

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

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

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

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

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

10.8.1 Definitions.

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

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

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

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

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

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

10.8.3 Location.

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

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

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

10.8.4 Installation and Removal.

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

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

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

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

(e) Installation on Exclusive Use Easement Areas:

The following devices shall be used whenever possible:

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

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

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

10.8.5 Covered Antenna Paint Color.

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

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

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

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

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

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

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

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

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

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

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

10.10 Flags and Flag Poles.

10.10.1 Submittal Requirements. Flags of the United States and noncommercial flags that are not more than 15 square feet in size need not be submitted for Design Review Committee approval provided that they conform to the following guidelines. However, the Association reserves its rights set forth in the Declaration to prohibit Improvements that may pose a health or safety risk in the Community.

10.10.2 Guidelines.

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

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

(c) Owners may display noncommercial flags or banners made of paper, cardboard, cloth, plastic, or fabric and displayed within a Unit or on a tripod within the Exclusive Use Easement Area, provided that noncommercial flags or banners that are more than 15 square feet in size must be submitted to the Design Review Committee in accordance with the procedures set forth in the Declaration and these Design Guidelines.

(d) Owners may not display a noncommercial flag or banner made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces.

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

10.11 Water Supply Systems. Water systems must be submitted for Design Review Committee approval. Water systems must be professionally installed. An Owner is strictly liable for any

damage, including water intrusion and any mold or mildew resulting from the installation of any water system.

No individual water supply or water softener system shall be permitted in any Unit unless such system is designed, located, constructed and equipped in accordance with requirements, standards, and recommendations of any applicable water district, the **[City/County]**, applicable Governmental Entities and the Homeowner Maintenance Manual.

10.12 Window Coverings and Treatments.

10.12.1 Installation. Each Owner shall, within **[60/90]** days after the close of escrow for his or her Unit, install window coverings on all windows. Window coverings may consist of curtains, draperies, blinds, shades or shutters. Aluminum foils or other reflective materials, bed sheets, papers, and the like may not be applied to windows, at any time. ***//Check the CC&Rs for the time period that temporary window coverings are permitted.//***

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

10.13 Decks [or Porches/Patios/Balconies]. *//Adapt to Exclusive Use Easement Areas.//*

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

10.13.2 Plants. Vegetation that extends beyond the railings, fences, walls and/or other boundaries of an Exclusive Use Deck Area is prohibited. All plants need to have drip pans and be elevated from the surface of the **[deck/balcony]** to allow the deck to dry.

10.14 Flooring.

10.14.1 Submittal Requirements. Except for those floors installed by Declarant, no Residential Owner shall install flooring (including without limitation tile or hardwood floors) or replace any flooring unless the prior approval of the Design Review Committee has been obtained. As a condition to approving the installation or replacement of flooring, the Owner shall submit to the Design Review Committee a construction drawing clearly indicating the type of flooring to be installed and the underlayment to be provided to mitigate against impact noises such as footfalls. The drawing must clearly identify all materials, their composition and thickness.

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

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

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

(a) Puncturing, piercing or otherwise altering any party walls (walls shared with another residence).

(b) Installing any sound system, stereo speakers or other entertainment system on any party wall.

(c) To minimize the noise transmission from a Unit, each Owner shall adhere to the following:

(1) On all party walls (walls shared with another residence), acoustical sealant shall be packed around the point of penetration of all pictures and other decorative items hung from the wall that require nailing or screwing.

(2) Speakers for music reproduction and television shall be elevated from the floor by a proper acoustic platform.

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

10.16 Signs.

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

10.16.2 Guidelines.

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

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

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

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

10.17 Solar Energy Systems. See the attached Solar Energy System and Solar Work Policy and Procedures. The policy is established pursuant to the Declaration.

ATTACHMENTS

Design Review Request Form

Notice of Completion

Notice of Satellite Dish Installation Form

Solar Energy System Installation Request Form

Action by Association for Installation of Solar Energy System

Agreement Regarding Real Property (Solar Energy System)

<p style="text-align: center;">REGATTA COMMUNITY ASSOCIATION DESIGN REVIEW REQUEST FORM</p>

Return form to: Regatta Community Association
c/o Vintage Group
24422 Avenida de la Carlota, Suite 450
Laguna Hills, CA 92653
Phone: 855-403-3852
Fax: 800-996-3051
Website: www.vintagegroupre.com

Name: _____ Date: _____

Property Address: _____

Mailing Address (if different from above): _____

Home Phone: _____ Business/Mobile Phone: _____

SUBMITTAL CHECK LIST: (Please include 1 set of the following)

- ☐ Design Review Request Form
- ☐ Plans and specifications showing the location, nature, kind, shape, height and materials, including the color and any other requirements set forth herein ("**Plans and Specifications**"), clearly indicating all proposed modifications
- ☐ Floor plans, if an Owner is requesting permission to remove or relocate a wall
- ☐ Description of materials and colors and material samples
- ☐ A proposed construction schedule (including proposed start and completion dates)
- ☐ Certificates of insurance (including contractors exclusions and proof of valid workers compensation insurance)
- ☐ Permits and licenses, if applicable
- ☐ Submittal Fee **\$25 for full review**

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

PROPOSED DESIGN IMPROVEMENT(S)

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

I/we assume the responsibility for any work, including conformity of completed improvements to the plans and specifications as approved by the Board or, if appointed, the Design Review Committee, and the satisfaction of any time limitations for their completion as may be specified in conjunction with such approval under the above proposed modifications/improvements. Further, I/we assume full responsibility for any work and that I/we or my contractor accomplishes which may, in the future, adversely affect adjacent properties and/or Association Property. I/we will assume responsibility for all future maintenance of this modification and/or improvement.

[Compliance with Master Plan]

☐ I/We certify that I/we have reviewed the Design Guidelines requiring compliance with the Master Plan and the Master Plan document prior to submitting this application, and that the proposed improvement(s) comply in all respects with the Master Plan; or

☐ If the proposed improvement(s) do not comply with the Master Plan, that as a condition of approval of this request, I/we will provide the Association a signed writing from the City of Mountain View consenting to the deviation from the Master Plan.] *[[Include only if Master Plan.]]*

I/we understand that prior to commencing any work I/we must provide a deposit to the Association as set forth in the Design Guidelines.

Signature: _____ Date: _____

Signature: _____ Date: _____

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

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

_____ Approved _____ Approved with Conditions _____ Disapproved

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

Further Conditions:

Board/Design Review Committee:

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

REGATTA COMMUNITY ASSOCIATION

NOTICE OF COMPLETION

Return form to: Regatta Community Association
c/o Vintage Group
24422 Avenida de la Carlota, Suite 450
Laguna Hills, CA 92653
Phone: 855-403-3852
Fax: 800-996-3051
Website: www.vintagegroupre.com

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

Address: _____
Unit #: _____

The work of Improvement described as _____

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

Signature of Owner: _____

Signature of Owner: _____

Date: _____

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

Date Received: _____

Date Inspection Performed: _____

☐ Work completed in accordance with approved plans;

File closed date: _____

☐ Work not in compliance with approved plans;

See comments and/or corrections as noted below:

PLEASE PLACE
REQUIRED PHOTO
HERE

Board//Design Review Committee

Date

**REGATTA COMMUNITY ASSOCIATION
NOTICE OF SATELLITE DISH INSTALLATION FORM**

Return form to: Regatta Community Association
c/o Vintage Group
24422 Avenida de la Carlota, Suite 450
Laguna Hills, CA 92653
Phone: 855-403-3852
Fax: 800-996-3051
Website: www.vintagegroupre.com

Applicant Name: _____ Date: _____

Property Address: _____

Mailing Address (if different from above): _____

Home Phone: _____ Business/Mobile Phone: _____

Email: _____

Satellite Dish Agreement:

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

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

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

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

Signature Date

Board Use Only

☐ IN COMPLIANCE ☐ NOT IN COMPLIANCE

Corrections Required:

Signature: _____ Date: _____

REGATTA COMMUNITY ASSOCIATION

SOLAR ENERGY SYSTEM AND SOLAR WORK

POLICY AND PROCEDURES

The Association has established this Solar Energy Systems and Solar Work Policy and Procedures ("**Solar Policy**"). This policy shall permit each Owner of a Unit to enjoy the benefits of Solar Energy Systems for household purposes as provided in the Solar Laws while, at the same time, imposing reasonable restrictions on the Solar Energy Systems and any related Solar Work: (a) to ensure that any Solar Work is performed in a safe and secure manner, (b) to provide for the maintenance, repair or replacement of Roofs and other Condominium Building components, (c) to protect the value and functionality of the Roofs, (d) to require the Owner to sign a recordable Agreement Regarding Real Property (Solar Energy System) ("**Solar Agreement**"), (e) to require Solar Owners and future Solar Owners to be responsible for damage to the Roof caused by that Owner's Solar Work, (f) to require Solar Owners and future Solar Owners to pay all costs related to their respective Solar Energy Systems and Solar Work, (g) to require Solar Owners and future Solar Owners to maintain a homeowner liability policy covering the Solar Energy Systems, (h) to provide the Association with a certificate of insurance for that Owner's Solar Energy System, (i) to protect the health and safety of all Owners, and (j) to minimize any interference with the activities of residents of any Condominium Building. All initial capitalized terms not used herein shall have the same meaning in the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Regatta Community Association ("**Declaration**"). Notwithstanding the foregoing, there may not be sufficient space on a Roof for Owners to install a Solar Energy Systems.

1. **Definitions.** The following definitions shall apply to this Solar Policy.

1.1 "**Roof**" means rooftops of the Condominium Buildings in the Community.

1.2 "**Solar Energy System**" means fixed devices, structures or devices or structures that are used primarily to transform solar energy into thermal, chemical or electrical energy including roof-integrated photovoltaic roof tiles, roof-mounted panels or other roof-mounted devices that collect solar energy and generate energy by exposure to the sun.

1.3 "**Solar Install Work**" means the installation, upgrading, removal, reinstallation and replacement of any Solar Energy System.

1.4 "**Solar Laws**" means California Civil Code Sections 714, 714.1 and 4746 and any amendments thereto.

1.5 "**Solar Lessor**" means the owner of the Solar Energy System leased to an Owner.

1.6 "**Solar Maintenance Work**" means the maintenance and repair of any Solar Energy System.

1.7 "**Solar Owner**" means any Owner who elects to install a Solar Energy System within such Owner's Roof pursuant to the requirements set forth herein.

1.8 "**Solar Work**" means collectively, Solar Install Work and Solar Maintenance Work.

2. **Placement of Solar Energy Systems**

2.1 **Solar Site Survey for Units.** Any Owner who desires to install a Solar Energy System on the Roof must submit to the Association, or through its delegation of authority thereto, the Design Review Committee, a solar site survey (i) showing the Usable Solar Roof Area, and the location and

placement of the proposed Solar Energy System within the Usable Solar Roof Area, which shall be prepared by a Solar Contractor or the Solar Contractor's registered salesperson knowledgeable in the installation of solar energy systems; and (ii) including a determination by a Solar Contractor or the Solar Contractor's registered sales person knowledgeable in the installation of solar energy systems that the size and location of the proposed Solar Energy System will result in an equitable allocation of the Usable Solar Roof Area among all Owners sharing the same Roof. The cost of any such required solar site survey shall be borne exclusively by the Owner submitting the accompanying Solar Energy System Request Form and is not considered as part of the costs of the proposed Solar Energy System as used in California Civil Code Section 714. The Association may waive this requirement for any Condominium located in a Condominium Building where the Association has previously adopted a solar site survey prepared by another Owner in connection approval of such other Owner's Solar Energy System. The solar site survey is subject to Board review and approval. If the Board elects to have a consultant review the solar site survey on behalf of the Board, the Owner shall be responsible for all costs associated with such review. If the Board adopts the Owner's solar site survey, the Board shall have the right to modify or adopt subsequent surveys in connection with future approvals of other Solar Energy Systems within the Community so long as such surveys do not materially impact any previously approved and installed Solar Energy Systems. The Board has the right to adopt additional procedures related to the adoption and review of solar site surveys.

2.2 Insufficient Room on the Roof to Accommodate Solar Energy Systems for all Condominiums. In the event the solar site survey adopted by the Board determines that the usable space on a Roof does not contain sufficient space to allocate each owner within the Condominium Building with a designated area for a Solar Energy System, then the available spaces for the installation of Solar Energy Systems will be on a first-come, first served basis.

2.3 Ownership and Leasing. The Solar Energy System exclusively serving a Condominium is personal property owned by the Condominium Owner or, if applicable, the Solar Lessor. The Owner may lease the Solar Energy System from a Solar Lessor as long as the Solar Lessor is a duly qualified vendor of Solar Energy System approved by the Board. If requested by the Board, the Board shall be provided with a true and complete copy of the lease for its review. Subject to the limitations set forth in California Civil Code Section 714, any costs incurred by the Association retaining outside consultants to review the lease shall be paid by the Owner. The lease may provide that the Solar Lessor will perform certain of the Owner's duties under the Solar Agreement, including maintenance and insurance, provided that the Owner retains full responsibility and liability for any failure to properly perform these duties. The Board shall have the right, but not the obligation, to enter into appropriate agreements with Solar Lessors regarding access to and use of the Association Property for the installation, maintenance, modification or removal of the leased Solar Energy System. In addition, the Board shall have the authority to modify any Rules as applied to any particular Solar Lessor that the Board in its sole discretion deems is reasonable. The Board may delegate any of its rights or duties under this Solar Policy to the Design Review Committee.

3. Load Considerations. No Owner shall install a Solar Energy System that exceeds the load capacity or weight permitted for the Owner's designated areas of the Roof. A primary concern of the Association and other Owners is that the extra weight of multiple Solar Energy Systems could exceed the load capacity of the Roof structure and cause collapse. Any Owner who desires to install a Solar Energy System on the Roof shall provide for a review of the Roof's compacity to accommodate the Solar Energy System signed by a licensed structural engineer.

4. Solar Contractors. Solar Work shall be performed by an actively licensed, bonded and adequately insured contractor who is trained and certified to perform Solar Work on the type of roof-mounted Solar Energy System subject to the Solar Work ("**Solar Contractor**") and such Solar Contractor shall at all times while performing any Solar Work maintain insurance required under the Solar Agreement. The Association shall have the right to impose additional requirements on a Solar Contractor in order to ensure that any Solar Work will be performed in a safe manner in compliance with all Applicable Laws. The Association shall also have the right, but not the obligation, to designate certain

approved Solar Contractors for the Community. An Owner may contact the Association to obtain a list of any Association-approved Solar Contractors if the Association elects to designate such contractors.

5. **Compliance with City Requirements.** The Solar Owner shall obtain all building permits and governmental approvals that may be required by the City and provide copies thereof to the Association prior to commencing any Solar Work.

6. **Solar Energy System Approval Procedures.** Any Owner who desires to perform Solar Install Work must complete and submit the Solar Energy System Request Form to the Design Review Committee, along with plans and specifications relating to the installation, upgrade, reinstallation or removal or replacement of the Solar Energy System and the Solar Energy System itself. If the request is for the initial installation of a Solar Energy System and if the Design Review Committee approves the request, the Design Review Committee will provide the applicant with an Action by Association for Installation of Solar Energy System in the form attached to this policy. As a condition of approval of the new installation of a Solar Energy System, the applicant will be required to sign a recordable Solar Agreement, which will provide the terms and conditions upon which the applicant can install the Solar Energy System. The restrictions set forth in the Solar Agreement are intended to achieve the purposes set forth above. Copies of the Solar Energy System Request Form, Action by Association for Installation of Solar Energy System form and the Solar Agreement are attached to this Solar Policy.

7. **Guidelines.**

7.1 Solar collectors are to be placed flush with and in the same plane as the roof slope.

7.2 Solar collectors should be hidden from view when possible.

7.3 Solar collectors must be non-reflective in nature.

7.4 The framing of any Solar Energy System shall match the color of the adjacent surface.

7.5 The Solar Energy System shall be installed in the location approved by the Association or Design Review Committee.

7.6 Any penetration of roof water proofing membranes is prohibited unless every alternative to penetration significantly increases the costs or significantly decreases efficiency of the Solar Energy System.

7.7 All wiring may only be installed in the locations approved by the Association or Design Review Committee. If the Condominium Building contains conduit for solar energy system wiring, to the extent feasible, the installation of the Solar Energy System wiring shall utilize existing conduit. In the event the building does not contain conduit or the use of any conduit is not feasible, any wiring installed on the exterior of the Condominium Building shall (i) be placed in the least intrusive location, (ii) only penetrate the roof in an area where the underside of the roof is exposed to the exterior of the building, such as an eave, and (iii) be painted to match the color of the building where the conduit is placed.

8. **Notification.** As required under California Civil Code Section 4746(a)(1), the applicant shall notify each Owner of a Unit in the Condominium Building on which the installation will be located of the application to install a Solar Energy System and shall provide proof of such notification to the Board.

9. **Insurance.** As required under California Civil Code Section 4746(a)(2), the Solar Owner and each successive Solar Owner shall maintain a homeowner liability coverage policy at all times and shall provide the Association with the corresponding certificate of insurance within fourteen (14) days of approval of the application and annually thereafter. Owner and its Solar Contractor shall comply with the insurance requirements set forth in the Solar Agreement.

10. **Inspection.** The Association has the right, but not the obligation, to inspect any Solar Install Work. No later than five (5) days after the completion of the Solar Install Work, the Solar Owner shall notify the Association that the Solar Install Work is complete through the use of the Notice of Completion form attached to the Design Guidelines. The Solar Owner shall thereafter cooperate with the Association, if the Association so requests, in scheduling and conducting an inspection of the Solar Energy System by the Association's retained engineer or construction consultant ("**Final Inspection**"), which shall take place as soon as practicable after the completion of the Solar Install Work. The purposes of the Final Inspection will be to assess whether the Solar Energy System was installed in substantial conformance with the Solar Energy System plans and/or to determine if any damage to the Association Property, Exclusive Use Easement Area or any Unit was caused as a result thereof, and to determine whether any structural or related issues exist that necessitate corrective work by the Solar Owner.

10.1 **Final Inspection Fee.** Subject to the limitations set forth in California Civil Code Section 714, any Owner who has had Solar Install Work performed shall, on or before the date of the Final Inspection, remit payment to the Association to reimburse the Association for its costs in conducting the Final Inspection ("**Final Inspection Fee**"). The Final Inspection Fee may be recovered by the Association through a Compliance Assessment, in addition to and/or in lieu of any other rights and remedies the Association may have against such Owner.

11. **Solar Energy System Maintenance and Inspection.** Any Solar Owner who has installed a Solar Energy System shall be responsible for any required maintenance of the Solar Energy System and appurtenances. The Association shall have the right, but not the obligation, to oversee any Solar Work to insure that the Roof and remaining portions of the Condominium Building are not damaged.

12. **Failure to Maintain Solar Energy System.** If the applicable Solar Owner fails to cause any maintenance or repairs to be completed within a reasonable period of time after the Board has provided written notice to the applicable Solar Owner and the Board determines that such repairs must be made to avoid damage to any other portion of the Condominiums within the applicable Condominium Building, the Board may, at its option, have such work completed and seek reimbursement from the defaulting Solar Owner through the levy of a Compliance Assessment as provided in the Declaration.

13. **Indemnification.** Each Solar Owner shall indemnify, protect, defend and hold the Association and all other Owners of Units located within the Condominium Building in which the Solar Work was or is to be conducted, and their respective successors and assigns, and its officers, directors, successors and assigns, the management company for the Association and the original developer of the Community entirely free and harmless from and against any and all claims, costs, expenses, liabilities, actions and damages, including without limitation, attorneys' fees and costs and costs of enforcing this indemnification (collectively, "**Claims**") arising from or attributable to any acts or omissions of Owner, the Solar Contractor, or any of their respective heirs, personal representatives, successors, assigns, officers, agents, employees, subcontractors, or material suppliers arising out of or based upon (a) any Solar Work, (b) Owner's breach of the Agreement, (c) the conduct or actions of Owner within or outside the scope of the Agreement, (d) any negligent act or omission or willful misconduct of Owner, or (e) any injuries to property and/or to persons, including death. This indemnity does not include any Claims to the extent they arise out of the gross negligence or willful misconduct of the Association or any other Owner.

14. **Roof Access.** The Association shall cooperate on providing access to the Roof; however, the Association is not obligated to arrange Roof access through any other Units for the purpose of completing any Solar Work.

15. **Roof Warranty.** Each Solar Owner shall be responsible for incremental repair or replacement costs incurred by the Association which result from voiding a roof warranty or other impacts to a roof warranty attributable to the Solar Owner's Solar Energy System.

16. **Damage to Other Solar Energy Systems.** The Association shall not be responsible for any damage to Solar Energy Systems caused by Owners or their Solar Contractors when conducting Solar Work.

17. **Additional Requirements.** Each Solar Owner and each successive Solar Owner shall be responsible for all of the following in accordance with California Civil Code Section 4746(b)(2):

17.1 Costs for damage to the Association Property, Exclusive Use Easement Areas or Units resulting from the Solar Work.

17.2 Costs for any Solar Work and for restoration of the Condominium Building roof, and other Association Property, Exclusive Use Easement Areas or Units after removal of the Solar Energy System.

17.3 Disclosing to prospective buyers the existence of any Solar Energy System of the Solar Owner and the related responsibilities of the Solar Owner under the Governing Documents and the Solar Agreement.

REGATTA COMMUNITY ASSOCIATION

SOLAR ENERGY SYSTEM REQUEST FORM

Return form to: Regatta Community Association
c/o Vintage Group
24422 Avenida de la Carlota, Suite 450
Laguna Hills, CA 92653
Phone: 855-403-3852
Fax: 800-996-3051
Website: www.vintagegroupe.com

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

Property Address: _____

Mailing Address (if different from above): _____

Home Phone: _____ Business/Cell Phone: _____

The Applicant is requesting to have certain solar work performed on the Condominium Building in which the above-referenced residence is located.

The Applicant is requesting to install, upgrade, remove, reinstall or replace a Solar Energy System ("**Solar Install Work**") on the roof of the Condominium Building in which the above-referenced Unit is located.

DESCRIPTION OF PROPOSED SOLAR INSTALL WORK

Description of proposed Solar Install Work, including the type of Solar Energy System, a depiction or designation of the visual effect of the Solar Energy System:

Describe the wiring for the Solar Energy System and the proposed location of such wiring:

Provide the name and contact information for the proposed solar contractor/installer, together with the license number for the solar contractor that will perform the Solar Install Work:

Time Period for performance of the proposed Solar Install Work:

☐ I/We certify that I/we have reviewed the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of _____ and Rules & Regulations, Design Guidelines and Solar Energy System and Solar Work Policy and Procedures prior to submitting this application, and that the proposed Solar Install Work complies with the requirements set forth in these documents.

☐ If application is for installation of a Solar Energy System, I/we certify that as required under California Civil Code Section 4746(a)(1), I/we have notified each Owner of a Unit in the Condominium Building on which the installation will be located of my/our application to install a Solar Energy System. **The Owner must provide proof of such notification with this application.**

☐ If application is for installation of a Solar Energy System, I/we have submitted a solar site survey showing the items required under the Design Guidelines and Solar Energy System and Solar Work Policy and Procedures unless the Association waives this requirement due to the Association's prior approval of a solar site survey for Owner's Condominium Building.

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

Owner's Signature: _____ Date: _____

Print Name: _____

Owner's Signature: _____ Date: _____

Print Name: _____

REGATTA COMMUNITY ASSOCIATION ACTION BY ASSOCIATION FOR INSTALLATION OF SOLAR ENERGY SYSTEM

To: _____

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

Property Address: _____ ("Unit")

Mailing Address (if different from above): _____

Home Phone: _____ Business/Cell Phone: _____

_____ Association ("**Association**") has reviewed and approved the application by Applicant dated _____ and hereby grants permission to the Applicant listed above to have the proposed Solar Energy System installed within the roof of the Condominium Building No. ____, subject to compliance by Applicant with Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of _____, Rules & Regulations and Design Guidelines, and Solar Energy System and Solar Work Policy and Procedures and the terms and conditions set forth in the "Agreement Regarding Real Property (Solar Energy System)" attached hereto and incorporated herein ("**Solar Agreement**"). Since the application by Applicant is to have Solar Install Work performed on the roof of a Condominium Building that includes multiple residences ("**Affected Building**"), the reasonable restrictions set forth in the Solar Agreement and the Governing Documents are intended to protect the value and functionality of the Association's roof, to provide an allocation of the usable solar roof area among all owners in the Affected Building and to safeguard the interests of the Association and the other Owners in the Affected Building.

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

Owner's Signature: _____ Date: _____

Print Name: _____

Owner's Signature: _____ Date: _____

Print Name: _____

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

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

_____ Approved _____ Approved with Conditions _____ Disapproved

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

Further Conditions (in addition to conditions set forth in the Solar Agreement):

Design Review Committee:

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

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

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

APN: _____

THIS SPACE ABOVE FOR RECORDER'S USE

AGREEMENT REGARDING REAL PROPERTY (SOLAR ENERGY SYSTEM)

THIS IS AN AGREEMENT REGARDING REAL PROPERTY (SOLAR ENERGY SYSTEM) ("**Agreement**") made on this ____ day of _____, 20__ by and between REGATTA COMMUNITY ASSOCIATION, a California nonprofit mutual benefit corporation ("**Association**") and _____ ("**Owner**"). The Association and Owner are referred to herein collectively, as the "**Parties**" and individually, as "**Party**."

RECITALS:

A. The Association manages and maintains that certain condominium development situated in the City of Huntington Beach, County of Orange, State of California known as "Regatta Community Association" ("**Community**"). The Community is governed by that certain Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Regatta Community Association recorded on April 9, 2021, as Instrument No. 2021000243412, recorded in the Office of the County Recorder of Orange County, California, as amended by any amendments or supplements thereto (collectively, "**Declaration**").

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

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

D. Owner desires to modify the roof of the Affected Building by installing, operating, upgrading, removing, reinstalling or replacing (collectively, "**Solar Install Work**") his/her mounted solar energy system ("**Solar Energy System**"). Additionally, in connection with the placement of the Solar Energy System on the Roof, the Owner will need to have ongoing maintenance and repair of the Solar Energy System performed ("**Solar Maintenance Work**"). The Solar Install Work and the Solar Maintenance Work is collectively referred to herein as the "**Solar Work**". The Association has agreed to permit the Solar Work subject to the terms and conditions set forth in this Agreement.

E. Owner has applied to the Association for approval of Solar Install Work, as more specifically set forth in the Owner's application submitted to the Association.

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

1. **Association Approval.** The Association hereby grants permission to the Owner to perform Solar Work on the roof of the Affected Building subject to compliance by Owner with the terms and conditions set forth in this Agreement. Since the application by Owner is to perform Solar Work on the roof of the Affected Building, the restrictions set forth in this Agreement and the Governing Documents (as defined in the Declaration) are intended: (a) to ensure that any Solar Work performed on the common roofs in a safe and secure manner, (b) to provide for the maintenance, repair or replacement of roofs or other Affected Building components, (c) to protect the value and functionality of the roof of the Affected Building, (d) to require Owners and future owners of the Property to be responsible for damage to the common roof caused by their Solar Work, (e) to require Owners and future owners of the Property to pay the costs related to their respective Solar Energy Systems and Solar Work, (f) to require Owners and future owners of the Property to maintain a homeowner liability policy covering the Solar Energy Systems, (g) to provide the Association with a certificate of insurance for each Solar Energy System so long as the Solar Energy System remains on the Affected Building roof, (h) to protect the health and safety of the Owners and (i) to minimize any interference with the activities of residents of any Condominium Building.

2. **Association Approval Required.** Owner shall obtain the prior written approval of the Design Review Committee (as defined in the Declaration) or the Board (as defined in the Declaration) before conducting any Solar Install Work.

3. **Solar Contractors.** Solar Work shall be performed by an actively licensed, bonded and adequately insured contractor who is trained and certified to perform Solar Work on the type of roof-mounted Solar Energy System subject to the Solar Work ("**Solar Contractor**") and the Solar Contractor shall at all times while performing any Solar Work maintain insurance required under **Section 7** of this Agreement. The Association shall have the right to impose additional requirements on a Solar Contractor in order to ensure that any Solar Work will be performed in a safe manner in compliance with all Applicable Laws.

4. **Ownership and Leasing.** The Solar Energy System exclusively servicing a Condominium is personal property of the Owner, or, if applicable, the Solar Lessor. The lease for the Solar Energy System may provide that the Solar Lessor will perform certain of the Owner's duties under this Agreement, including maintenance and insurance, provided that the Owner retains full responsibility and liability for any failure to properly perform these duties. The term "**Solar Lessor**" means the owner of a Solar Energy System leased to the Owner.

5. **Liens.** Owner shall not suffer or permit to be enforced against the Community, or any part thereof, any mechanics', materialmen's, contractors' or subcontractors' liens, claims or demands arising from the activities of the Owner or his/her agents on the Community. If any such lien, claim or demand occurs, then, no later than ten (10) business days after the filing thereof, Owner shall procure and record the bond provided for in the California Civil Code, or any comparable statute hereafter enacted, in order to effect the removal of such lien, claim, demand or action thereon from the Community; provided that Owner shall have the right to contest in good faith any such lien, claim, demand or action. Association reserves the right to post and maintain on the Community such notices as may be necessary to protect Association against liability for all such liens, claims and demands.

6. **Paying Claims.** In addition to Association's other rights and remedies under this Agreement, should Owner fail within ten (10) business days of a written request from Association to pay and discharge any lien or claim arising out of the Owner's or Owner's Solar Contractor's use of the Affected Building or to have bonded around such liens or claims as provided above in this Agreement, then Association may, at its option, pay any such lien, claim, demand, injury or damages, or settle or discharge any action therefor or satisfy any judgment thereon, and all costs, expenses and other sums incurred by Association in connection therewith shall be paid to Association by Owner upon written demand, together with interest thereon at the rate of ten percent (10%) per annum.

7. **Insurance.** As a condition to performance of the Solar Work, Owner shall provide proof of insurance by Owner and by the Solar Contractor prior to commencing the Solar Work which shall include the following:

(a) **Liability Insurance.** As to Owner: Comprehensive general liability insurance, in standard form, with limits of One Million Dollars (\$1,000,000) for bodily injury and property damage each occurrence and Two Million Dollars (\$2,000,000) in the aggregate. As to Solar Contractor: Commercial general liability insurance, including personal and bodily injury liability broad form property damage liability, and blanket contractual liability with a combined single limit of not less than Two Million Dollars (\$2,000,000) each occurrence.

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

(c) **Policy Requirements.** All policies shall be specifically endorsed to provide that the coverage will be primary and that any insurance carried by the additional insureds shall be in excess and non-contributory and shall contain a waiver of subrogation in favor of said entities. All insurance required shall be issued by insurance companies authorized to do business in California and shall have an AM Best Rating of at least A-VII and shall be specifically endorsed to provide that such coverage shall not be canceled or materially changed without at least thirty (30) days' prior written notice to the manager of the Association. The certificates of insurance must name the Association as an additional insured on a separate endorsement form which shall be provided to the Association within fourteen (14) days of approval of the application and as to the Owner's policy, annually thereafter. Owner represents and warrants that the Solar Contractor's liability insurance policy has no exclusion for limiting or eliminating coverage for work on condominiums commonly known as a "multi-family exclusion" endorsement.

(d) **Insurance of the Solar Energy System.** The Owner acknowledges and agrees that the Association will NOT maintain any insurance on the Solar Energy System and it shall be responsibility of the Owner to maintain any insurance desired by Owner for the Solar Energy System.

8. **Roof Warranty.** Owner shall be responsible for incremental repair or replacement costs incurred by the Association which result from voiding or otherwise altering the roof warranty attributable to Owner's Solar Energy System.

9. **Performance of Solar Work.** Owner shall cause the Solar Work to be performed in a safe, good and workmanlike manner which will minimize interference with other owners in the Community and in accordance with industry standards, the manufacturer's plans, specifications and requirements, the Owner's application for design approval, this Agreement and applicable laws. No changes in plans and specifications associated with the Solar Energy System or the Solar Install Work ("**Plans and Specifications**") shall be made without the prior written approval of Association. Owner shall obtain and pay for all permits, licenses and City or other inspections made necessary by the Solar Install Work and agrees to comply with all applicable City ordinances, building and safety codes and manufacturer's instructions. Improper performance of the Solar Install Work could cause damage to structures, posing a potential safety hazard to other owners and personal property. The Solar Install Work shall be performed so that it does not damage the roof of the Affected Building, any Association Property (as defined in the Declaration) or other Units (as defined in the Declaration) or in any way affect the structural, mechanical, plumbing, electrical, or life safety systems of the Affected Building as a whole, or of any other Units in the Community.

10. **Owner Supervision.** Owner shall supervise the performance of any Solar Work and ensure strict compliance with this Agreement. Owner shall be fully responsible for all acts, performance and conduct of the Solar Contractor and others retained by such Solar Contractor or Owner on or near the Association Property.

11. **Effect of Solar Energy System.** The Solar Work shall not affect the structural integrity, water-tight properties, durability, load capacity, roof maintenance expenses or useful life of the roof of the Affected Building.

12. **Association Roof Consultant Review.** Association shall have the right, but not the obligation, to require that Solar Install Work methods be approved by the Association's roof consultant prior to performance of the Solar Install Work and that the roof consultant certify that the Solar Install Work will not affect the structural integrity, water-tight properties, durability, load capacity, roof maintenance expenses or useful life of the roof of the Affected Building; provided the Association provides Owner with reasonable notice in advance of the Association's intent to exercise this option. Owner shall make all portions of the Solar Energy System available at all times for inspection and testing by the Association's consultants and/or agents.

13. **Notice to the Association.** Owner shall provide at least fifteen (15) days written notice to the Association prior to performance of the Solar Work.

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

15. **Location.** Owner's Solar Energy System may only be installed within the area approved for installation by the Design Review Committee and the Solar Energy System shall not encroach upon or overhang into, any other portion of the Association Property.

16. **Inspection.** Within thirty (30) days after receiving notice from Owner that the Solar Install Work is complete using the Notice of Completion form attached to the Design Guidelines, the Design Review Committee, or its duly authorized representative, shall have the right, but not the obligation, to inspect the Solar Energy System and roof to determine whether the Solar Install Work was performed in substantial compliance with the approved Plans and Specifications, this Agreement and the Governing Documents (collectively, "**Solar Requirements**") or whether the roof was damaged by any Solar Install Work. If the Board or Design Review Committee finds that any Solar Install Work caused damage to the roof of the Affected Building or was not performed in substantial compliance with the approved Plans and Specifications and/or Solar Requirements, it shall notify the Owner in writing of such non-compliance within such thirty (30) day period, specifying the particulars of non-compliance, and shall require the Owner to remedy such non-compliance.

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

18. **Owner Responsibility for Damage.** Owner assumes full responsibility for any damage resulting to persons or to the Association Property, the Unit, other residences in the Affected Building, roof of the Affected Building or property owned by the Association or other persons caused by the Solar Work, including without limitation, damage to the structural integrity, water-tight properties, durability, load capacity, roof maintenance expenses or useful life of the roof of the Affected Building. Owner is liable for any personal injury or damage occurring to the roof or other Association Property arising from the Solar Work. If the Solar Energy System is removed, Owner shall restore the roof of the Affected Building and any other affected locations, if any, to their original condition. Owner shall be responsible for all costs related to restoration of these areas.

19. **Indemnification.** Owner, by his/her signature below, consents and agrees to indemnify, protect, defend and hold the Association and all other owners of any Unit, and their respective successors and assigns, and the Association's officers, directors, successors and assigns, the management company for the Association and the original developer of the Community entirely free and harmless from and against any and all claims, costs, expenses, liabilities, actions and damages, including without limitation, attorneys' fees and costs and costs of enforcing this indemnification provision (collectively, "**Claims**") arising from or attributable to any acts or omissions of Owner, the Solar Contractor, or any of their respective heirs, personal representatives, successors, assigns, officers, agents, employees, subcontractors, or material suppliers arising out of or based upon (a) the Solar Work, or encroachment of any portion of the Solar Energy System, (b) Owner's breach of this Agreement, (c) the conduct or actions of Owner within or outside the scope of this Agreement, (d) any negligent act or omission or willful misconduct of Owner, or (e) any injuries to property and/or to persons, including death. This indemnity does not include any Claims to the extent they arise out of the gross negligence or willful misconduct of the Association or any other owner of any Unit.

20. **Maintenance and Operation.** Owner and any successor owners of the Property shall be responsible for any Solar Maintenance Work performed by or on behalf of Owner. Only Solar Contractors that have been approved by the Association shall be permitted access to the roof for the purposes of performing Solar Maintenance Work. Owner is responsible to keep the Solar Energy System in good working order and condition. Owner shall cause an approved service provider to inspect the Owner's Solar Energy System as reasonably necessary to ensure Owner's Solar Energy System is functioning properly and is not causing damage to any portion of the roof on the Affected Building. The Association shall have the right, but not the obligation, to oversee any Solar Maintenance Work to be completed on behalf of Owner to ensure that the roof of the Affected Building is not damaged. Owner takes full responsibility for and releases the Association from any liability for damage to persons or personal property within Owner's Property and the other Units in the Affected Building resulting from any Solar Maintenance Work or the failure to adequately maintain Owner's Solar Energy System including, without limitation, water intrusion through, around or under the Solar Energy System. Notwithstanding the foregoing, the Association may elect to have the Association perform specific maintenance such as periodically washing dust and debris from the solar panels, so the costs are allocated only to the condominiums that benefit from the maintenance. The Association makes no representation or warranty regarding the efficiency (including the amount of electrical generation) of the Solar Energy System. Efficiency is based on a number of factors including building height, building orientation, topography, roof slopes, roof equipment, and adjacent structures and vegetation. The Association shall cooperate in providing the Owner or its Solar Contractor access to the Association Property roof to install, maintain, repair, remove or replace its Solar Energy System, subject to reasonable requirements and conditions that may be imposed by the Board including conditions regarding access times, access routes and licensing and insurance requirements.

21. **Failure to Maintain Solar Energy System.** If the Board determines that Owner has failed or neglected to adequately maintain or repair the Solar Energy System, upon seven (7) days prior written notice by Association to Owner, Association shall have the right to maintain, repair or remove the Solar Energy System due to Owner's failure to maintain the Solar Energy System and to charge Owner for all expenses incurred, which may be added to Owner's account as a Compliance Assessment as provided in the Declaration. If the Association determines that a dangerous condition exists or there is a threat to the safety of Community residents caused by the Solar Energy System, the Association may remedy the condition without prior written notice to Owner.

22. **Association Roof Work.** Owner agrees that performance of the Solar Work shall not interfere with the Association's maintenance, repair or replacement of the roof on the Affected Building ("**Roof Work**"). If the Association is to perform Roof Work, Owner shall cooperate with the Association to timely remove any Solar Energy System located in the Roof Work area, at Owner's expense, as provided below. Except in cases of emergency where reasonable notice will not be provided, the Association shall give Owner at least seven (7) days prior written notice of its intent to have Roof Work performed, the location of the Solar Energy System that will be affected by the Roof Work, and a deadline by which Owner is required to remove the affected Solar Energy System. If Owner fails to remove the Solar Energy System by the deadline stated in the Association's notice, then the Association shall have the

right to employ a contractor experienced with solar energy systems to remove the Solar Energy System from the areas where the Roof Work will be performed, in which case the Association shall not be responsible for any loss or damage caused to such Solar Energy System during or after such removal, unless the Association commits gross negligence or willful misconduct in connection with such removal. If the Association removes the Owner's Solar Energy System, the Association shall charge Owner for all expenses incurred for the removal, which may be added to Owner's account as a Compliance Assessment after notice and hearing. Notwithstanding which party removes the Solar Energy System, the Owner shall be responsible for the storage of the Solar Energy System, at such Owner's sole expense. After the Association's Roof Work is completed, Owner shall have the Solar Energy System re-installed by an approved Solar Contractor within ten (10) days of receipt of written notice from the Association that such Roof Work is complete. Owner shall be responsible for all costs for removal, storage and reinstallation of the Solar Energy System in connection with any Roof Work.

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

24. **Condominium Transfers.** If title to the Unit is or will be transferred to a successor owner, the transferring Owner or the Solar Lessor may remove the Solar Energy System (which removal must include any wiring located on the exterior of the Condominium Building). Any conduits and wiring located between the Owner's electrical sub-panel and the solar panels shall remain for use by the successor owner of the Unit. Upon removal of any Solar Energy System, the transferring Owner shall make any necessary repairs to the Condominium Building necessitated by the removal of the Solar Energy System. If the Owner, or the Solar Lessor fails to notify the Association in writing no later than thirty (30) days prior to the date title is transferred that the Solar Energy System will be removed, which removal must occur prior to the date of transfer, the successor owner shall be deemed the new Owner or lessee of the Solar Energy System and responsible and liable as the Owner under this Agreement for any acts or omissions occurring on or after the date of transfer. The transferring Owner shall remain liable for all acts or omissions occurring before the date of transfer.

25. **Notice to Prospective Buyers.** Owner shall disclose in writing to prospective buyers of Owner's Unit the existence of any Solar Energy System and the related responsibilities of Owner under the Governing Documents and this Agreement.

26. **Safety.** Because the Association has a legitimate safety interest in preventing personal injury or property damage occurring due to improper or unsafe Solar Work, Owner must follow the safety guidelines, including those set forth in the Design Guidelines, Solar Energy System and Solar Work Policy and Procedures and this Agreement. The Solar Work shall be performed in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations, and manufacturer's instructions. If an Owner must obtain a permit in compliance with a valid safety law or ordinance, then Owner shall provide a copy of that permit to the Association before installation. The purpose of this requirement is to ensure that after the Solar Work is performed, the Solar Energy System is safely and securely fastened to the roof, and to minimize the possibility of detachment and resulting personal injury or property damage.

27. **Compliance with Governing Documents.** Owner shall comply with all other terms and conditions of the Declaration and the other Governing Documents.

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

29. **Recordation of Agreement.** This Agreement shall be recorded.

30. **Additional Restrictions.** Association retains the right to impose additional reasonable restrictions upon the performance of Solar Work within the Community. Owner agrees to comply with such additional restrictions that may be adopted by the Association.

31. **Civil Code Section 1468.** The provisions of this Agreement shall run with the Property for the benefit of the Community, and shall both benefit and bind the Parties and the Association and their successors and assigns, as the case may be. This Agreement is made with the intent of satisfying the requirements of California Civil Code Section 1468.

32. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be given personally or deemed delivered four (4) days after the notice is mailed to the Party, with first class postage prepaid, by certified mail, return receipt requested or upon the next business day after deposit with a nationally recognized overnight courier. Written notice of any change of address shall be given in accordance with this Section. All notices or other communications between the Parties required or permitted hereunder shall be in writing, shall be personally delivered or sent by certified mail, return receipt requested and prepaid, or sent by reputable overnight courier (such as Federal Express or UPS) to the following addresses:

If to Association: Regatta Community Association
c/o Vintage Group
24422 Avenida de la Carlota, Suite 450
Laguna Hills, CA 92653
Phone: 855-403-3852
Fax: 800-996-3051
Website: www.vintagegroupe.com

If to Owner: _____

33. **General Provisions.**

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

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

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

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

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

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

(g) **Mortgagee Protection.** No portion of this Agreement or any amendment or violation thereof shall operate to defeat or render invalid, in whole or in part, the rights of the beneficiary, insurer, guarantor, or holder of any mortgage or deed of trust encumbering any portion of the Property,

provided that, after foreclosure of any such mortgage or deed of trust, the property foreclosed shall remain subject to this Agreement.

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

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

(j) **Term.** This Agreement shall expire upon the occurrence of the following: (i) when the Owner removes the Solar Energy System and provides written notice to the Association that the Owner does not intend to re-install such Solar Energy System, and (ii) the Association provides written notice to the Owner that the Association has inspected the Roof and confirmed that the Solar Energy System and its removal did not damage the Condominium Building.

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

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

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

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

(o) **Conflict.** If there is a conflict between the Design Guidelines, Solar Energy System and Solar Work Policy and Procedures and this Agreement, the terms of this Agreement shall control.

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

OWNER:

DATE: _____

DATE: _____

ASSOCIATION:

DATE: _____

REGATTA COMMUNITY ASSOCIATION, a
California nonprofit mutual benefit corporation

By: _____

Name: _____

It: _____

By: _____

Name: _____

It: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY