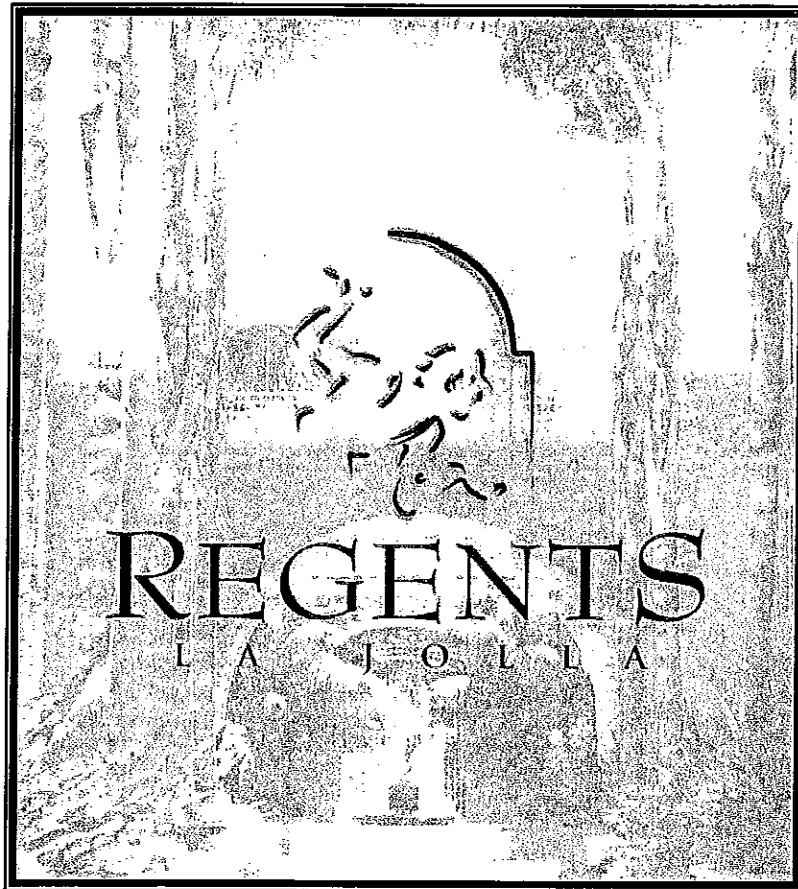


REGENTS LA JOLLA
HOMEOWNERS ASSOCIATION



INFORMATION

HANDBOOK

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INTRODUCTION



This Information Handbook is designed for the members of the Regents La Jolla Homeowners Association (“Association”) and sets forth certain rights, duties, responsibilities, and obligations of each Owner and any tenants of an Owner. It is a living document that may change from time to time in order to reflect changes in the law and other matters that affect the Regents La Jolla Homeowners Association.

The information contained in this Information Handbook is only one source for Owners to consult in managing their home ownership obligations. It is the responsibility of the Owner and the Association’s Board of Directors to use whatever sources are available to them in fulfilling their respective obligations.

The matters set forth in this Information Handbook are always subject to the Declaration of Covenants, Conditions and Restrictions of Regents La Jolla and the Association’s Articles of Incorporation and Bylaws.

If you would like to contribute suggestions for this Information Handbook, your comments will be enthusiastically accepted.

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

REGENTS LA JOLLA HOMEOWNERS ASSOCIATION
PLEASE REFER TO INSERTED PAGE AT THE END OF THIS HANDBOOK FOR MAILING INFORMATION

COMMON INTEREST DEVELOPMENTS

The following excerpts are courtesy of the Department of Real Estate and are generic in content. The information provided is for reference only and not intended to be specific to the Regents La Jolla Homeowners Association.

PREFACE

There are many questions that Owners face when planning to purchase a home in a Common Interest Development ("CID"). The answers to a number of these questions as set forth in this Information Handbook are designed to provide you with general information regarding some of the issues related to living in a CID. We hope this information contributes to your understanding and expectations of home ownership in a Common Interest Development.

Since this Information Handbook does not contain specific legal information or guidance, it should only be used as a general source of information. If you wish to research the subject matter further, you may want to consult with an attorney or an industry professional experienced with CID's.

FREQUENTLY ASKED QUESTIONS

What is a Common Interest Development (CID)?

A CID is descriptive not only of a certain type of real estate and form of home ownership, but also of a life-style that is becoming more and more common to the American way of life. To understand the concept, it is important to know that there is no one structural type, architectural style, or standard size for CID's. They come in a variety of types and styles, such as single family detached houses, two story townhouses, garden style units with shared "party walls," and apartment-like, multi-storied high rises. Currently in California, there are tens of thousands of CID's which range in size from a simple two unit development to a large complex having thousands of homes, many commonly owned facilities, and multiple Associations under the auspices of one overall Master Association. However, despite the wide range of differences that may exist among CID's, all CID's are similar in that they provide for a system of self-governance through an Association of the Homeowners within the CID, and many allow individual Owners the use of common property and facilities.

The most common type of Association of Homeowners is the nonprofit mutual benefit corporation. This is a corporation in which the Members of the corporation vote for a Board of Directors, which runs the affairs of the corporation. However, some Associations, usually the older ones, are unincorporated Associations. In many ways, unincorporated Associations are treated the same as mutual benefit corporations under California law.

Do you have to join the Association?

Membership in the Association is automatic. When a person buys a lot, home, townhome, or condominium in a Common Interest Development, he/she automatically becomes a Member of the Association.

What are Covenants, Conditions and Restrictions (CC&Rs)?

The Declaration of Restrictions (sometimes called Declaration of Covenants, Conditions and Restrictions or CC&Rs) contains the ground rules for the operation of the Association. This Governing Document identifies the Association's Common Area and responsibilities, explains the obligation of the Association to collect assessments, as well as the obligation of the Owners to pay assessments. It also states that the Association may sue Owners for violations of the Rules or failure to pay assessments, and explains what happens if there is any destruction of property in the development as a result of fire or earthquake. Usually, the CC&Rs will also state the duties and obligations of the Owners as well as the Association to its Members, insurance requirements, and provisions for architectural control.

How are the CC&Rs enforced?

California laws allow either the Association or an Owner in a Common Interest Development to sue in court and ask the court to enforce the CC&Rs. The law currently requires that, unless an exception applies, an Owner or the Association must offer to engage in some form of alternative dispute resolution process prior to the filing of a lawsuit. Many CC&Rs also require some form of alternative dispute resolution. You may wish to consult with an attorney who specializes in this type of law if you are faced with or contemplating an enforcement matter.

What is the purpose of the Bylaws?

As stated above, the CC&Rs generally state how an Association is to be operated. In almost every instance the Association, through its Board of Directors, has the ultimate responsibility for managing the Association. Since the Association is usually a corporation, the Bylaws establish the rules by which the corporation will be run. These usually include such aspects as how Members vote for the Board of Directors, the number and term limit of Members of the Board of Directors, the duties of the Board, the duties of the officers, and other incidental provisions.

Does the Department of Real Estate assist with the enforcement of the Bylaws and CC&Rs?

CID's are subject to the Davis-Stirling Common Interest Development Act (California Civil Code Sections 1350 et seq.), which is designed to provide Owners with a system of self-government and dispute resolution. The Department of Real Estate reviews the legal framework of all new CIDs in its jurisdiction to ensure compliance with the Subdivided Lands Act through the public report application process prior to the homes being offered for sale to the public. The Department's jurisdiction is generally limited to reviewing the documents, although the Department may decide to issue a cease and desist order if it finds violations of the subdivision laws. Presently, there is no state or local agency that regulates Associations or their Members.

Who is in charge of the Association?

The Board of Directors is in charge of the Association. During the annual meeting of the Membership, all Members are invited to officially meet and vote for all or part of the Board of Directors, which operates the Association. The Board of Directors' job is to operate and manage the Association, but it answers to the Members. It is not unusual for the Board to contract with a professional Management Company to assist with the day-to-day affairs of the Association.

What is the Board of Directors and how are its members elected?

The Board of Directors governs the Association. Its Members are elected yearly or less frequently, depending upon the terms mandated in the Bylaws of the Association. The Bylaws may also determine the number of Directors. Directors are elected by the Members of the Association. (Normally, each lot or unit has one vote no matter how many people own it, with the exception that the subdivider may, for a time, have three votes for each lot or unit it owns. In some larger CID's, the developer may have the right to appoint a majority of the Board of Directors for a time.)

How can you serve on the Association's Board of Directors?

There are two ways to become a Member of the board of directors. The first is to request that the Association place your name on the election ballot so that other Members of the Association will have an opportunity to vote for you at the next annual meeting. The second way is to request that the Board of Directors consider appointing you to any interim vacancy on the Board.

What are the responsibilities of the Board of Directors?

The Board has the ultimate responsibility for operating the Association. That means it makes sure that the Association's money is collected, its bills are paid, the Association is operated efficiently, and violations of the Rules of the Association are addressed. For example, the Board is responsible for reviewing the Association's bank statements, preparing a budget, and distributing the budget (or budget summary) to the Members prior to the beginning of the Association's fiscal year. The Board must also prepare a year-end financial statement for distribution to the Members. There are numerous other things for which the Board is responsible, as set forth in the Association's CC&Rs, Bylaws, the Corporations Code and the Davis-Stirling Common Interest Development Act (California Civil Code Sections 1350 through 1376).

Are there other opportunities to volunteer in the Association besides the Board of Directors?

Usually, an Association will have a number of committees that perform valuable functions. The architectural committee oversees requests for modifications to units in the development and attempts to make sure that modifications and other improvements are consistent with the existing architecture.

There may be other committees to join, depending on the type of development in which you live. An Association may have a landscape committee to oversee landscaping, a welcoming committee or an election committee that addresses the election of the Board of Directors. The Association's Bylaws, the CC&Rs, and/or the Board of Directors usually determine the specific number and types of committees.

How does the Association pay its bills?

Each Association has a budget that is prepared based on the Common Area obligations of the development, and is distributed to all of its Members. The budget estimates how much money the Association is going to need to operate for the following year. The Association has the right to bill the Members for their fair share of the budgeted amount. This billing is known as an assessment, which may be paid via monthly invoices, coupons supplied by the Association, or some alternative method. Ideally, the Association collects sufficient money through these assessments and pays the bills for the services and goods contemplated in the budget. If the assessments collected are insufficient to pay the bills, the Board of Directors is allowed to levy what is known as a special assessment. Without Member approval, the total of special assessments in any fiscal year cannot exceed 5 percent of the gross budgeted expenses for that year. By paying your fair share of the obligations of the Association, through the budget and assessment process, you are paying for the current and long-term maintenance obligations of the Association. Of course, all of the other Owners are required to do so as well.

How is the amount of the monthly assessment determined?

When the budget is prepared, the amounts necessary for the daily operation and long term reserves for maintenance and replacement are determined based on the level of service for which the Association is both required and willing to pay. For example, sometimes there are specific items defined in the CC&Rs that require a certain level of maintenance by the Association.

Once the annual amount is determined, then it must be collected from the Members in order for the Association to operate. Each Member's assessment is usually collected monthly, in 12 equal installments. Some Associations collect assessments on a quarterly or annual basis. The CC&Rs will normally indicate the frequency of assessment collections.

Are there different types of assessments or fees?

There are several types of assessments that may apply to your Association. The California Civil Code refers to both regular and special assessments. Regular assessments are needed for the operational (day-to-day) and reserve (long-term maintenance) activities of the Association.

Special assessments are those assessments levied by the Association for major repairs, replacement, or new construction of the Common Area or for an unanticipated expense which cannot be covered by the regular assessment (e.g., insurance premiums that unexpectedly "sky rocket"). It should be noted that a special assessment should not be confused with a monetary penalty levied by the Association against an individual Owner to reimburse the Association for an expense such as damage to the Common Area, or imposed as a disciplinary measure for a violation of the Rules and Regulations.

Also, some CID's establish user fees or special charges for uncustomary services and activities. Typically, they are imposed on an Owner specifically benefiting from the service, such as an Owner who wants to use the Common Area pool, clubhouse, or tennis courts to entertain private guests. The fees are usually on a pay as you go basis and generally cannot become a lien on the Owner's unit or interest.

Some Associations have other types of assessments designated as well. For example, an Association may have a cable television assessment. Another Association may have what is known as a reimbursement assessment, which is an assessment levied against an individual Owner for the cost to repair damage to the Common Area caused by the actions of the Owner or the Owner's guest. The best place to look for the different types of assessments applicable to a development is in the CC&Rs for the development.

Who can raise the amount of the assessment?

The Board of Directors. However, the Board must follow certain procedures mandated by California Civil Code Section 1366. The Board of Directors may not raise the regular assessment more than 20 percent per year without the approval of the Owners. The Board must circulate a budget to the Membership no less than 45 days but no more than 60 days prior to the beginning of the Association's fiscal year. If the budget indicates that an assessment increase greater than 20 percent is necessary, a majority of the Members of the Association must approve the assessment. There are also provisions for a Board to increase an assessment more than 20 percent without Member approval in cases of emergency such as an extraordinary expense required by order of a court, or for repairs to the Common Area.

What happens if you do not pay your assessments?

Usually, the first thing the Association will do is send you a reminder letter. The California law prescribes several requirements an Association must follow regarding delinquent assessments. The law states that an assessment not paid within 15 days of the due date is delinquent.

When an assessment is delinquent, the Association can add a charge to your assessment in the form of a late fee in the amount of \$10.00 or ten percent of the monthly assessment amount, whichever is greater, unless the CC&Rs specify a smaller amount. The Board must follow the requirements of California law. The Association is required to send each Owner a copy of the assessment collection policy once each year, which will tell you the amount of the late fee. In addition, if your assessment becomes over 30 days delinquent, the Association has the right to assess interest up to 12 percent per year on the balance which is owed and unpaid. Furthermore, if you fail to pay your assessments, the matter may be referred to an attorney or foreclosure service. The Association has the right to record a lien against your property for the amounts owed as well as other costs such as attorney's fees. Finally, the Association can foreclose and take your property for your failure to pay assessments. Additionally, a personal judgment may be entered against you for failure to pay your assessment. As you can see, it is imperative that all Owners pay their assessments in a timely manner. Failure by several Owners to pay their assessment obligation could place the Association in financial difficulty.

Are there other rules in an Association?

An Association's Board of Directors may establish Rules and Regulations governing issues ranging from where you can park to what you can place on a balcony or deck. Associations frequently have guidelines and rules that specify the type of landscaping that may be installed or in some instances, not installed. Rules and Regulations can be just as enforceable in an Association as the CC&Rs, Bylaws and applicable statutes. The most frequent type of miscommunication between an Owner and the Association usually arises from an Owner being unaware of the Rules and Regulations when the Association attempts to enforce them. You can easily prevent such misunderstandings by making certain you have a current copy of the Rules and Regulations, which may be obtained from the Association or the Management Company.

Can you make Improvements to your home?

The answer is generally yes, depending on the type of home that you have (condominium, townhome, detached, etc.). However, in addition to the conditions in the CC&Rs, most Associations have established Rules and Regulations (Architectural Guidelines) that must be followed in order to make any alterations or improvements. Generally, Associations seek to assist their Members who wish to improve their property as long as the improvement is performed in a manner consistent with the CC&Rs and Rules and Regulations. CC&Rs generally do not allow you to make modifications to improvements which the Association is responsible to maintain.

Who do you contact if you are having problems with or questions regarding the home interior? The Association Common Area? Neighbors? Paying assessments?

Generally, the first place to look for answers to your questions is the CC&Rs. Then you should speak to your Property Manager, as he/she may be able to provide assistance. Problems with the interior of a home normally are the responsibility of the Owner. The Association's Common Area is managed by the Association, so the appropriate contact is the Management Company. When there is a dispute between neighbors, sometimes it is best resolved between those Owners. Where a dispute involves payment of assessments or an infraction of these Association Rules and Regulations or CC&Rs, it would be appropriate to contact the Management Company's Accounts Payable department.

What is a Management Company and what does it do?

A Management Company is a separate business enterprise usually hired to act as the agent of the Association. As an agent for the Association, they take their direction specifically from the Association's Board of Directors. Typical contractual responsibilities of the managing agent include a variety of services to the Association, such as collecting assessments, paying the Association's bills, taking direction from the Board of Directors for enforcement of Rules infractions, and obtaining various vendors to perform services. The managing agent also helps with the budget process and prepares meeting agendas and minutes for the Board of Directors. Further, the Management Company provides assistance to all parties in helping solve problems that can occur in CID's. They advise the Board of Directors on how to comply with relevant California Civil Codes and assist with appropriate and timely compliance. When contracting for a management firm, it's important the Association be willing to pay for the level of services needed.

What happens if you rent your home in a Common Interest Development?

Nothing, as long as your Tenant does not create a problem in the development. Some CC&Rs disallow rentals of less than one month. Some CC&Rs require that a rental agreement acknowledge that the tenancy is subject to all of the Rules and Regulations of the Association. Some Associations' rules and regulations also require that you provide the Association with a copy of the rental agreement. In most Associations, the CC&Rs state that the Owner of the property being rented is responsible for the conduct of the Tenant. Naturally, it is in the best interest of all parties to prevent problem situations between Tenants and Owners of other units. If your Tenant does damage to the Common Area or creates a nuisance (e.g., loud music or pet problems), the disturbance could become your problem.

What are your individual responsibilities as an Owner living in a CID?

Primarily, pay your assessments on time and abide by the CC&Rs and all other Rules and Regulations which exist for community harmony.

What are your individual rights as an Owner living in a CID?

You have the right to participate in meetings of the Board of Directors and to be heard. You have the right to enter into dialogue with your Association Board of Directors regarding any problem you may perceive in the development. If a dispute arises between you and the Association, subject to certain exceptions, you have the right to go through some form of alternative dispute resolution process before the matter reaches the court system. In some instances, you have the right to also go through such a process about your assessment if the Association claims that you owe money that you believe you do not owe.

Who do I contact when I decide to sell my home?

You may wish to contact a real estate professional, the Management Company and/or an Escrow Company for assistance with the many details. There are a number of documents that an individual Owner is legally required to provide to a prospective purchaser of a unit in a CID. You will want to make sure that the buyer is aware of the Rules and Regulations of the Association as well as the assessment obligation so there is not a problem or misunderstanding which could jeopardize the sale of your home.

**CONCLUSION**

A successful and viable CID is generally one in which Owners assume an active role in the Association's functioning, by attending meetings, voting, and paying dues, and also by taking an active role by running for the elected offices, serving on committees, and generally participating in group activities. While the framework of the Association is the Governing Documents, it can be said that the "backbone" of the Association is the active and involved membership.

DEFINITIONS



ARCHITECTURAL COMMITTEE

The term "Architectural Committee" means the Committee, which may be created pursuant to Article 9 of the Declaration.

ARCHITECTURAL GUIDELINES

The term "Architectural Guidelines" means the design criteria created under Article 9 of the Declaration.

ARTICLES

The term "Articles" means the Articles of Incorporation of the Association.

ASSIGNED PARKING SPACES

The term "Assigned Parking Spaces" refers to the parking spaces set forth in the records of the Association which are assigned to certain Owners as described in Section 3.7 of the Declaration.

ASSOCIATION

The term "Association" means the Regents La Jolla Homeowners Association, a California non-profit mutual benefit corporation, its successors and assigns.



ASSOCIATION MAINTENANCE MANUAL

The term "Association Maintenance Manual" refers to the manual which may be prepared by Declarant or its consultants and provided to the Association, specifying obligations for maintenance of the Common Area and Association Property by the Association, as updated and amended from time to time.

ASSOCIATION PROPERTY

The term "Association Property" means all real property owned, from time to time, in fee title by the Association. The Association Property shall consist of the real property identified as Association Property on Exhibit "A" of the Declaration.

ASSOCIATION RULES

The term "Association Rules" means the rules and regulations which have been adopted by the Board and may be further revised or amended from time to time, including any rules and regulations adopted in accordance with Section 2.2 of the Cost Sharing Agreement.

BOARD

The term "Board" means the Board of Directors of the Association.

BYLAWS

The term "Bylaws" means the Bylaws of the Association.

COMMON AREA

The term "Common Area" means that certain area designated as "Common Area" on the Condominium Plan which is owned in undivided interests by the Owners of the Residential Units, as defined in this Declaration and as described on the Condominium Plan. The Common Area includes the bearing walls located within a Residential Unit and all structural components within a Residential Unit which may be required for the support of the building within which the Residential Units are located, except for the finished surfaces thereof. Any Utility Facilities serving more than one Residential Unit, wherever located, are a part of Common Area, as shown on the Condominium Plan.

COST SHARING AGREEMENT

The term "Cost Sharing Agreement" shall mean that certain Easement, Maintenance and Cost Sharing Agreement by and between Declarant and Regents Drive LLC, a Delaware limited liability company ("Phase B Owner") recorded on September 27, 2004 as Instrument No. 2004-0911992, in the San Diego County Recorder's office. Each Condominium and Residential Unit and the Association Property and Common Area shall be conveyed to Owners and the Association subject to all rights and obligations set forth in the Cost Sharing Agreement. In the event of any inconsistencies between the Governing Documents and the Cost Sharing Agreement, the terms of the Cost Sharing Agreement shall control.

DECLARANT

The term "Declarant" means Integral Communities – Regents LLC, a California limited liability company, and its successors and assigns.

DECLARATION

The term "Declaration" means the Declaration of Covenants, Conditions and Restrictions of Regents La Jolla as said Declaration may from time to time be amended, modified or supplemented.

EXCLUSIVE USE AREAS

Please refer to the Declaration, Section 2.29 "Exclusive Use Balcony Areas", Section 2.30 "Exclusive Use Easement or Exclusive Use Easement Area", Section 2.31 "Exclusive Use Storage Areas" for complete information and definitions.



GOVERNING DOCUMENTS

The term "Governing Documents" collectively refers to the Declaration, Articles, Bylaws, Architectural Guidelines the Association Rules and any Supplementary Declaration.

IMPROVEMENTS

The term "Improvements" means all buildings and structures and appurtenances thereto of every type and kind, including, but not limited to, residences and other buildings, swimming pools and other recreational facilities, sidewalks, walkways, fences, screening walls, awnings, patio and balcony covers, stairs, decks, balconies, trellises, landscaping irrigation systems, the exterior surfaces of any visible structure, paintings, antennae, poles, signs, solar or wind powered energy systems or equipment and water softener, heater or air conditioning and heating fixtures or equipment; the grading, excavation, filling or similar disturbance to the surface of the land; and any change or alteration of any previously installed improvement, including any change of exterior appearance, color or texture.

LANDSCAPING CC&R'S

The term "Landscaping CC&R's" shall mean that certain Declaration of Street and Landscaping Common Maintenance Restrictions for Regents Park recorded on September 21, 1983 as Instrument No. 83-337247, in the San Diego County Recorder's Office, as amended. The Landscape CC&R's establish the Regents Park Street and Landscaping Maintenance Association ("Landscape Association") to maintain the "Common Area" as defined in the Landscape CC&R's. Pursuant to Article III, Section 1, of the Landscape CC&R's, the Association formed under the Declaration shall be a member of the Landscape Association. Each Owner shall acquire title to their Condominium and Residential Unit and the Association shall acquire title to the Association Property and Common Area subject to the terms, conditions and obligations in the Landscape CC&R's. Commencement of Assessments under the Landscape CC&R's shall begin upon the date set forth in Article V, Section 3 of the Landscape CC&R's ("Landscape Assessments"). In accordance with Article IV of the Landscape CC&R's, the Landscape Association may elect to impose Landscape Assessments against the Association or against each Condominium Owner. If the Landscape Association elects to impose Landscape Assessments against each individual Condominium, then the Landscape Assessments shall constitute a lien on each Residential Unit as provided therein.

MAINTENANCE RESPONSIBILITY CHART

The term "Maintenance Responsibility Chart" refers to Exhibit "C" of the Declaration which designates the components of the Project to be maintained by the Association and the Owners, respectively. The Maintenance Responsibility Chart may be further modified or supplemented in a Supplementary Declaration.

MAINTENANCE AGREEMENT

The term "Maintenance Agreement" shall mean a written maintenance agreement by and between Declarant and the Association, whereby Declarant agrees to maintain in good condition and repair all Common Area and Association Property, at its sole cost and expense, until ninety percent (90%) of Units in each Phase are conveyed to Owners or at such earlier time as may be elected by the Declarant in its sole discretion. Pursuant to the Maintenance Agreement, the Declarant shall pay for any portion of the Regular Assessments relating to non-maintenance items like insurance, taxes and management fees and shall pay for reserves. The Declarant shall post a bond to secure performance of its obligations under the Maintenance Agreement.

MAINTENANCE OBLIGATIONS

The term "Maintenance Obligations" refers to the Association's obligations and each Owner's obligations to perform (i) all reasonable maintenance consistent with the terms of any Association Maintenance Manual and any Owner Maintenance Manual, respectively, any maintenance obligations and schedules in any warranty offered by Declarant or any manufacturer, and any maintenance obligations and schedules otherwise provided to the Association or the Owners by Declarant or any manufacturer, as applicable; (ii) any commonly accepted maintenance practices intended to prolong the life of the materials and construction of the Association Property, Common Area and Residential Units, as applicable; and (iii) any maintenance obligations and requirements set forth in this Declaration, as updated and amended from time to time.

MASTER ASSOCIATION

The term "Master Association" shall mean any association formed in accordance with Section 5.3 of the Cost Sharing Agreement. If formed in accordance with the Cost Sharing Agreement, the Master Association shall govern the Project. The Association and each Owner by acceptance of a deed to Association Property, Common Area, Residential Unit and/or Condominium is deemed to have acknowledged that if a Master Association is formed such act may have an impact on the Governing Documents, and that Declarant has made no representations or warranties regarding same.

MEMBER

The term "Member" means every person or entity who holds a membership in the Association.

OWNER

The term "Owner" means the record owner, whether one or more persons or entities, including Declarant, of any Condominium excluding those having such interest merely as security for the performance of an obligation.

**OWNER MAINTENANCE MANUAL**

The term "Owner Maintenance Manual" refers to any manual which may be prepared by Declarant or its consultants and provided to each Owner, specifying obligations for maintenance of the Residential Units by the Owners, as updated and amended from time to time. Since Declarant was not the original developer of the Project, any maintenance manuals and warranty from Declarant shall only relate to and cover those specific improvements to the Association Property, Common Area and/or Residential Units performed by Declarant.

PARKING AGREEMENT

The term "Parking Agreement" shall mean collectively that certain Deed of Easements and Covenants Running With Land recorded on June 2, 1994 as Instrument No. 1994-0360753, as may be amended, and that certain Deed of Parking Lot Reciprocal Access Easements and Covenants Running With Land recorded on June 2, 1994 as Instrument No. 1994-0360754, as may be amended. Pursuant to the Parking Agreement, the owner of the medical center adjacent to the Project is permitted to use seventeen (17) parking spaces within the Project as specified therein ("Medical Building Parking Spaces"). The Medical Building Parking Spaces shall be located within the Association Property areas of the Project. The Association, as Declarant's successor, shall be responsible for complying with all terms, conditions and obligations in the Parking Agreements, and shall have all rights set forth therein upon conveyance of such Association Property to the Association.

PARKING SPACES

The term "Parking Spaces" means those areas within the parking garage, designated for parking purposes, as shown on the Condominium Plans.

PROJECT

The term "Project" means all of the Property together with all Improvements situated thereon and any Additional Property which is hereafter annexed pursuant to a Supplementary Declaration.

PROPERTY

The term "Property" means all of the real property described in Exhibit "A" of the Declaration and any Additional Property as may hereafter be brought within the jurisdiction of the Association.

**PROPERTY MANAGER**

The Property Management Company acts as the agent of the Board to help carry on day to day activities of the Association, to enforce the Governing Documents, and to maintain Regents La Jolla. Refer to page 6 of this Information Handbook for Property Management Company information.

RESIDENTIAL UNIT

The term "Residential Unit" means the elements of a Condominium which are not owned in common with the other Owners of Condominiums in the Project, such Residential Units and their respective elements and boundaries being shown and particularly described in the Condominium Plan. The Owners of Residential Units will not own or have an easement over the portion of the Residential Unit. The dimensions of a Residential Unit are measured from the unfinished floor, walls, ceiling, except as otherwise noted herein. The Residential Unit includes all Improvements situated within its boundaries, and includes, without limitation, (i) interior walls (except interior bearing walls), (ii) the interior undercoated surfaces of bearing walls and perimeter walls, floors and ceilings, (iii) any door or window including any sliding glass doors, (iv) appliances, cabinets, interior doors, and all electrical, heating, plumbing and other utility fixtures, (v) the openings and outlets of all Utility Facilities that are located partially within the Residential Unit and partially in the Common Area, such as electrical outlets, and that exclusively serve the Residential Unit, (vi) all Utility Facilities serving solely that Residential Unit, whether located in the Residential Unit or the Common Area, and (vii) the fire box of any fireplace located in the Residential Unit.

The following are not part of any Residential Unit: bearing walls, columns, floors, roofs and foundations, and Utility Facilities that serve two or more Condominiums wherever located. Areas within a ceiling or wall space that contain Utility Facilities that serve two or more Condominiums are Common Area and not part of the Residential Unit. In interpreting deeds and plans, the existing physical boundaries of the Residential Unit or Residential Unit reconstructed in substantial conformance with the original plan shall be conclusively presumed to be its boundaries, rather than the description expressed in the Condominium Plan or any other recorded document, regardless of minor variances between boundaries shown on the Condominium Plan or in any other recorded document and regardless of settling or lateral movement of the building in which the Residential Unit is located. In interpreting deeds and plans, the then existing physical boundaries of a Residential Unit, whether in its original state or reconstructed in substantial conformance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than the boundaries expressed in the deed or plan, regardless of settling or lateral movements of the building and regarding of minor variance between boundaries shown on the Condominium Plan or deed and those of the building.

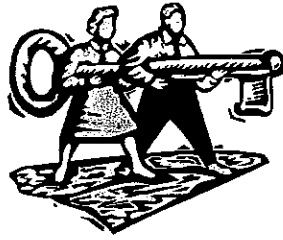
UTILITY FACILITIES

The term "Utility Facilities" means all utility facilities including intake and exhaust systems, storm and sanitary sewer systems, drainage systems, ducting systems for ventilation and utility services, domestic water systems, natural gas systems, heating and air conditioning systems, electrical systems, fire protection water and sprinkler systems, telephone systems, cable television systems, telecommunications systems, water systems, sump pumps, pool equipment, central utility services and all other utility systems and facilities reasonable necessary to service any Improvement situated in, on, over and under the Project.

OTHER DEFINITIONS

Please refer to Article 2 of the Declaration for further useful definitions pertinent to the Regents La Jolla Homeowners Association.

OWNERSHIP



Ownership of each Condominium within the Project shall include:

- fee title to a Residential Unit,
- an undivided interest in the Common Area, as shown on the Condominium Plan and the deed to the Condominium,
- a membership in the Association,
- subject to the terms of the Cost Sharing Agreement, the Governing Documents, any exclusive or non-exclusive easement or easements appurtenant to such Condominium over the Common Area and/or Association Property as described in this Declaration, the Condominium Plan, and the deed to the Condominium.
- Each Owner shall also be entitled to use, on an exclusive basis, its Assigned Parking Space(s), pursuant to the provisions of Section 3.7 of the Declaration.

THE ASSOCIATION



The purpose of the Association is to operate, manage and maintain Regents La Jolla, for the mutual benefit of the Owners. Your cooperation is essential in order to accomplish these purposes. Common sense and consideration for your neighbors are the keys to its success.

The Association can adopt Rules and Regulations to respond to changing needs, enforce the Governing Documents, and collect assessments. It also performs activities normally associated with most businesses, including preparing a budget to pay for services such as landscaping, maintenance, management, legal advice, accounting and tax preparation, etc. Consultants may be employed to guide and assist the Board in fulfilling its responsibilities and in performing an audit each year. Consultants may be employed in the following areas:

Landscape.....	Landscape Architect or Consultant
Finance.....	CPA
Insurance.....	Qualified Agent
Building Maintenance.....	Architect or Consultant
Legal.....	Attorney

The Board governs the Association. The Board meets regularly to make decisions pertaining to those matters for which the Association is responsible. Meetings of the Board are required to be held at least quarterly, but may be held more frequently as necessary and as determined by the Board. With the exception of executive sessions, regular and special meetings of the Board are open to all Members.

Most of the activities of the Association are within the discretion of the Board. Very few decisions require a vote of the Owners. Once elected, the Board has wide authority to make decisions on behalf of all Owners in the Regents La Jolla Homeowners Association. Therefore, it is very important for all Owners to attend annual elections and Vote. It is equally important for all Owners to provide input to the individual, volunteer members serving on the Board.

Notices of the date, time and location of annual meeting of Members will be mailed to all Owners of record before the meeting. Owner participation is both necessary and encouraged. In order to establish a quorum so that business can be conducted, it is imperative that Owners either attend in person or submit their proxy.

Disputes between individual Owners or Residents generally must be resolved by the Owners or Residents involved, not the Association.

To report problems related to the Association Property or Common Area (such as landscape, sewer, street problems, etc.), please contact:

REGENTS LA JOLLA HOMEOWNERS ASSOCIATION
PLEASE REFER TO INSERTED PAGE AT THE END OF THIS HANDBOOK FOR MAILING INFORMATION

In the event of an EMERGENCY, DIAL 9-1-1 for immediate assistance.

If the emergency is one that involves the Common Area, please report the incident to the Property Management Company, as soon as possible.

COMMUNICATION



VOLUNTARY COOPERATION

Homeowners Associations, including the Regents La Jolla Homeowners Association, function largely based on the idea that residents will voluntarily cooperate with the Governing Documents for the project. If you believe that a rule or restriction is unfair, try to change it by serving on the Board, participating in a committee, etc. However, you must comply with the rule as long as it is in force.

OWNER INITIATIVE

It is extremely important for every Owner to take the initiative to find out what is going on at Regents La Jolla, and to help keep the Board informed. Except in rare instances when a vote of Owners is necessary, the Association cannot afford the time and expense necessary to inform all Owners about all issues and decisions, and is not required to do so.

INFORMATION PROVIDED TO OWNERS

All Homeowners Associations in California, including the Regents La Jolla Homeowners Association are required to provide certain information to Owners, annually. This information includes a budget and financial statements; the amount of the monthly assessment; the amount of any special assessment, information about the Association's insurance policies; information about alternative dispute resolution procedures to resolve issues with the Association; the assessment collection policy. The Association should also provide Owners with the name and address of the Property Management Company, and the names of the individuals serving on the Board. The Association may also send out other information of interest to Owners, either with the annual mailing or at various other times during the year. Please read the information you receive from the Association.

INFORMATION AVAILABLE TO OWNERS



The Association's Bylaws, membership register, books of account and copies of minutes of Member, Board and committee meetings are maintained by the Property Management Company and generally can be examined by appointment during regular business hours.

INSURANCE



Please refer to Article 11 of the Declaration for additional information regarding Association and Owner Insurance requirements.

LIABILITY INSURANCE

The Association shall obtain and maintain commercial general liability insurance (including coverage for medical payments) insuring the Association, the Board, any manager, the Declarant and the Owners and occupants of Residential Units, and their Invitees against any liability incident to the ownership or use of the Common Area and the Association Property and the performance by the Association if its duties under the Declaration. Such policy shall include, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. The limits of such insurance shall not be less than Three Million Dollars (\$3,000,000). Such insurance shall cover all claims for death, personal injury and property damage arising out of a single occurrence. Such insurance shall include coverage against water damage liability, property of others, and any other liability or risk customarily covered with respect to projects similar in construction, location, and use.

PROPERTY INSURANCE

The Association shall keep any Improvements in the Common Area and Association Property and certain components of the Residential Units described in Section 11.2.1(b) of the Declaration to be maintained by the Association insured against loss by fire and the risks covered by a "Standard All-Risk of Loss or Perils" insurance policy under an extended coverage casualty policy in the amount of the maximum insurable replacement value thereof (except that there may be lower dollar limits for specified items as is customarily provided in property insurance policies) and all personalty owned by the Association insured with coverage in the maximum insurable fair market value of such personalty as determined annually by an insurance carrier selected by the Association. Insurance proceeds for Improvements in the Common Area, Association Property, Encroachment Areas (excluding Residential Units) and personalty owned by the Association, shall be payable to the Association. In the event of any loss, damage or destruction to the Common Area, Association Property or Encroachment Areas, the Association shall cause the same to be replaced, repaired or rebuilt in accordance with the provisions of the Declaration.

INDIVIDUAL INSURANCE

Each Owner shall maintain property insurance against losses to personal property located within the Residential Unit or Exclusive Use Easement Areas and to any floor and wall surface materials (e.g. paint, wallpaper, mirrors, carpets, tile and hardwood floors), upgrades to the Improvements or Improvements installed by an Owner located within the Residential Unit or Exclusive Use Easement Areas and liability insurance against any liability resulting from any injury or damage occurring within the Residential Unit or Exclusive Use Easement Areas. In addition, an Owner may carry whatever personal liability and property damage liability insurance with respect to his Condominium that he desires. The Association's insurance policies will not provide coverage against any of the foregoing.

All Owners hereby waive all rights of subrogation against the Association and any insurance maintained by an Owner must contain a waiver of subrogation rights by the insurer as to the Association and any first Mortgagee of a First Mortgage on the Owner's Condominium, provided, however, that a failure or inability of an Owner to obtain such a waiver shall not defeat or impair the waiver of subrogation rights between the Owners and the Association set forth herein.

No Owner shall separately insure any property covered by the Association's property insurance policy as described above. If any Owner violates this provision and, as a result, there is a diminution in insurance proceeds otherwise payable to the Association, the Owner will be liable to the Association to the extent of the diminution. The Association may levy a Special Assessment against the Owner's Condominium to collect the amount of the diminution.

MAINTENANCE OBLIGATIONS OF OWNERS



Please refer to Article 8 of the Declaration for complete information regarding the Maintenance Obligations of Owners.

MAINTENANCE OF CONDOMINIUMS

Each Owner is responsible for the care and maintenance of those components of each Owner's Residential Unit and Exclusive Use Easement Area designated for maintenance by the Owner on the Maintenance Responsibility Chart. All such maintenance shall be performed (i) in such a manner as shall be deemed necessary in the judgment of the Board to preserve the attractive appearance thereof and protect the value thereof, and (ii) in compliance with the Maintenance Obligations. Any such maintenance, repair or replacement of any of the foregoing which is visible from outside of a Residential Unit shall be consistent with the existing design, aesthetics and architecture of the Project and shall be approved by the Board, as provided in Article 9 of the Declaration.

HVAC UNITS

As set forth in the Maintenance Responsibility Chart, each Owner is responsible for maintaining, repairing and replacing the HVAC unit on the roof of the Condominium Building; provided, however, that Owners shall be required to use contractors pre-approved by the Association for the maintenance of roof mounted HVAC equipment.

MOLD AND MILDEW

Mold is a type of fungus which occurs naturally in the environment. Residential home construction is not, and cannot be designed to exclude mold spores. Mold growth requires moisture and this is the only mold growth factor that can be controlled in a residential setting. Moisture can occur not only from water intrusion, but also from indoor relative humidity. By minimizing moisture, an Owner can reduce or eliminate mold growth in the Owner's Residential Unit. Therefore, each Owner agrees to regularly inspect its Residential Unit for plumbing leaks, water accumulation near the foundation, water intrusion through windows, doors and roofs or any signs of mold. Owner agrees that if there is any water damage or water intrusion to Owner's Residential Unit, Owner will take immediate action to prevent conditions which cause mold or mildew to develop. All Owners shall promptly notify the Association in writing of any occurrence within or around an Owner's Residential Unit which could potentially cause mold growth, including, but not limited to, spills, leaks and overflow.

COMPLIANCE WITH MAINTENANCE OBLIGATIONS

By accepting a deed to a Condominium, Owner acknowledges and agrees that each owner is required to comply with all of the Maintenance Obligations and schedules set forth in the Owner Maintenance Manual and each Owner is further obligated to provide a copy of all documents describing Maintenance Obligations to any successor purchaser of such Owner's Condominium.

FAILURE TO MAINTAIN

If an Owner fails to maintain the areas and items as provided above or make repairs thereto in such manner as shall be deemed necessary in the judgment of the Board to preserve the attractive appearance thereof and protect the value thereof, the Board shall give written notice to such Owner, stating with particularity the work of maintenance or repair which the Board finds to be required and requesting that the same be carried out within a period of thirty (30) days from the giving of such notice. If the Owner fails to carry out such maintenance or repair within the period specified by the notice, the Board shall cause such work to be completed and shall assess the cost thereof to such Owner as an Enforcement Assessment in accordance with the procedures set forth in the Declaration.

ASSOCIATION MAINTENANCE RESPONSIBILITIES



Please refer to Article 8 of the Declaration for complete information regarding the Maintenance Obligations of the Association.

MAINTENANCE OBLIGATIONS OF ASSOCIATION

The Association is responsible for the care and maintenance of those components of the Project designated for maintenance by the Association on the Maintenance Responsibility Chart in accordance with the Maintenance Obligations. The Association shall keep such portions of the Project in good condition and repair, provide for all necessary services and cause all acts to be done which may be necessary or proper to assure the maintenance of such areas. The Association's obligations to perform such maintenance shall commence on the date Regular Assessments commence on Condominiums. Until commencement of Regular Assessments on Condominiums, the Common Area and Association Property shall be maintained by Declarant.

ASSOCIATION COMPLIANCE WITH MAINTENANCE OBLIGATIONS

The Association will comply with the Maintenance Obligations for the Association Property, Common Area and any other areas to be maintained by the Association in accordance with the requirements of the Association Maintenance Manual and the Maintenance Responsibility Chart. The Association's obligations to perform such maintenance shall commence on the date Regular Assessments commence on Condominiums. Until commencement of Regular Assessments on Condominiums, the Common Area and Association Property shall be maintained by Declarant.

TERMITE ERADICATION

The Association shall adopt an inspection and preventive program for the prevention and eradication of infestation by wood destroying pests and organisms. The Association, on no less than fifteen (15) nor more than thirty (30) days notice, may require each Owner and occupants of the Owner's Residence to vacate such Residence to accommodate Association efforts to eradicate such infestation. The notice must state the reason for the temporary relocation, the date and time of the beginning of treatment, the anticipated date and time of termination of treatment, and that the occupants will be responsible for their own accommodations during the temporary relocation. Any damage caused to a Residence by such entry by the Association or by any person authorized by the Association shall be repaired by the Association as a Common Expense. All costs involved in operating the inspection and preventive program as well as repairing and replacing the Association Property and Improvements thereon when the need for such maintenance, repair or replacement is the result of wood destroying pests or organisms are a Common Expense.

MAINTENANCE OF OFF-SITE IMPROVEMENTS

The Association shall be responsible for irrigating the street trees, and for maintaining the street trees, grates, sidewalk underdrains and paving, located in the public right-of-way immediately adjacent to the exterior boundaries of the Project.

RULES AND REGULATIONS



Please refer to Article 7 of the Declaration for further information regarding rules, regulations and use restrictions.

INTRODUCTION

The Board has adopted the Rules and Regulations set forth below. The Rules and Regulations are in addition to the provisions of the Declaration and the Bylaws. In the event of any conflict between the Rules and Regulations and the Declaration or Bylaws, the provisions of the Declaration or Bylaws (whichever applies) shall prevail. The Rules and Regulations apply to the conduct and activities of all Owners, Residents and their Guests.

ENFORCEMENT OF DECLARATION



If there is a violation of the Association's governing documents, including the Rules and Regulations or Architectural Guidelines, then a member must submit in writing the complaint, including the violation at hand, the unit number of the violator, all pertinent information along with their own information. No complaint can be acted upon unless there is supporting documentation, i.e., the written complaint. Please contact your Property Management Company for the appropriate Violation Complaint Form.

Upon receiving the first written complaint, a "courtesy reminder" will be sent to the member in violation; if the violation is not cured, then another written complaint must be received regarding a violation and a second violation letter will be sent, which will advise that, if the violation is not corrected, the Board will schedule a hearing for the Owner to address the Board regarding the alleged violation at which monetary fines and penalties may be imposed, including the revocation of membership rights. If the violation is still not cured, and any fees incurred may be borne back to the member in violation. If there is a third written complaint, then the Board will approve the matter for handling, and a due process hearing will be scheduled and all the proper laws followed for violations.

AIR POLLUTION

No air pollutants or contaminants sufficient to create a nuisance shall be discharged, and no processes which by their nature are likely to cause air pollution shall be undertaken or permitted unless there is available an adequate, economically feasible method of controlling the omission or contaminates, and such controls are applied by the Board.

ALTERNATIVE DISPUTE RESOLUTION

The Association and Owners have the right to bring a lawsuit to enforce the Declaration. According to California law, however, Owners and the Association must attempt to submit many disputes involving enforcement of the Governing Documents to alternative dispute resolution (such as mediation or arbitration) before a lawsuit may be filed.



ANIMALS

No livestock or poultry shall be kept, maintained, or bred in any Condominium or elsewhere within the Project.

Not more than a total of two (2) dogs (other than dogs which in the reasonable determination of the Board are determined to be a threat to the safety of the occupants of the Project, which shall not be allowed under any circumstances in the Project) or two (2) domestic cats, or a combination thereof (but not to exceed two (2) total) shall be permitted to be maintained in the Project, provided such animals are not kept, bred or raised for commercial purposes. Domestic reptiles, birds, rodents and fish shall be permitted so long as such animals are kept in the interior of a Residential Unit and are:



- kept as household pets,
- are not so excessively noisy as to disturb the quiet enjoyment by each Owner of his or her Residential Unit,

- are not kept, bred or raised for commercial purposes or, as determined by the Board, in unreasonable numbers, and
- do not constitute a nuisance or threat to the personal safety of other Owners and their Invitees in the Project.

Notwithstanding the foregoing, the Association Rules may further limit or restrict the keeping of such pets. The Board shall specifically have the power to prohibit the keeping or maintenance of any animal, which, in the opinion of the Board, after Notice and Hearing, is deemed by the Board to constitute a nuisance to any other Owner in the sole and exclusive opinion of the Board. Each person bringing or keeping a pet within the Project shall be absolutely liable to other Owners and their Invitees for any damage to persons or property caused by any pet brought upon or kept upon the Project by such person or by members of his or her family, his or her guests or Invitees.

Each Owner shall clean up after such animals that have deposited droppings or otherwise used any portion of the Project or public street abutting or visible from the Property. Animals shall not be left unattended on any Exclusive Use Easement Areas. Animals belonging to Owners or Invitees of any Owner must be kept within an enclosure or on a leash held by a person capable of controlling the animal when outside the Unit or Common Area.



ANTENNAE AND SATELLITE DISHES

No Owner shall install any antenna, satellite dish, or other over-the-air receiving device ("Antenna"):

- on any real property which such Owner is not entitled to exclusively use or control, as provided in 47 U.S.C. Section 207 and any rules and decisions promulgated thereunder and any successor statutes or laws,
- in a particular location if, in the Board's opinion, the installation, location or maintenance of such Antenna unreasonably affects the safety of the Owners or any other Person, or for any other safety-related reason established by the Board, or
- that is of a size larger than is permitted under 47 U.S.C. Section 207 and any successor laws or statutes, if applicable. An Owner installing such an Antenna shall provide the Board with written notice that such Owner has installed or is about to install the Antenna.

If an Owner desires to install an Antenna, other than as described in (i) through (iii) above, such Owner may do so only upon the prior approval of the Board pursuant to Article 9. The Board shall not impose or enforce any restrictions upon Antennae that are inconsistent with applicable law.

AIRPORT IN VICINITY

The San Diego International Airport - Lindbergh Field is approximately 10 miles from the Project and Miramar Naval and Marine Air Station is approximately 2.5 miles to the East of the Project. Currently Lindbergh Field operates 24 hours a day with takeoff restrictions to the hours from 6:30 a.m. to 11:30 p.m. each day. The hours of operation at Miramar may vary from time to time. Times of operation of the airports may be subject to future change by the San Diego Regional Airport Authority and the Navy. Each Condominium in the Project is currently subject to direct overflights and is subject to noise pollution and the potential annoyances and nuisances from aircraft operating to and from Lindbergh Field and Miramar. It is possible that Lindbergh Field could be expanded and Miramar Air Station could be converted into an International Airport that may supplement or completely replace Lindbergh Field, however, Declarant makes no representation or warranty as to when or if this may occur or how it may affect the Project and each Owner upon acceptance of a Deed to any Condominium accepts all risks, nuisances and inconveniences associated with same.



AQUARIUMS AND WATER BEDS

No water beds shall be permitted in any Condominium and as specified above, no Owner can maintain in his or her Condominium any aquarium or other container holding thirty (30) or more gallons of water.

Each Owner acknowledges that substantial damage to other Residential Units, Association Property and/or Common Area may occur as a result of a violation of this restriction.

BARBECUES

Only propane, butane or electric barbeques are permitted on balconies and/or patios. All other types of barbeques, hibachis, chimneas and the like are prohibited. Placement of barbeques must be in such a manner as to minimize any smoke or odors that might interfere with neighboring Condominiums. It is recommended that Owners have a fire extinguisher in case of an emergency.

CLOTHESLINES

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

COMMERCIAL USE

Except as otherwise provided in the Declaration, including without limitation Section 7.1 of the Declaration, no part of the Project shall be used or caused, allowed, or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential purpose.

COMPLIANCE WITH LAWS

Nothing shall be done or kept in any Residential Unit or in the Association Property or Common Area that might increase the rate of, or cause the cancellation of, insurance for the Project, or any portion of the Project. No Owner or the Association shall permit anything to be done or kept in his or her Residential Unit or the Association Property Common Area that violates any law, ordinance, statute, rule or regulation of any local, county, state or federal body, including any laws, ordinances or statutes pertaining to the use or storage of any hazardous, contaminated or toxic materials.

DISABLED PERSONS RIGHTS

Subject to the provisions of Article 8 and Article 9 of the Declaration, each Owner may modify his or her Residence and the route over the Association Property leading to the front door of his or her Residence, at his or her sole expense, to facilitate access to his or her Residence by persons who are blind, visually impaired, deaf or physically disabled, or to alter conditions which could be hazardous to such persons in accordance with California Civil Code Section 1360 or any other applicable law.

DRAINAGE AND EROSION CONTROL

There shall be no interference with the established drainage pattern over the Property, unless an adequate alternative provision is made for proper drainage with the prior written approval of the Board. For the purpose hereof, "established" drainage is defined as the drainage that exists at the time of the first close of escrow for the sale of a Condominium, or that which is shown on any plans approved by the Board.

- No Owner shall install any tiles or other materials in any Exclusive Use Easement Areas.
- Each Owner shall regularly inspect and, if necessary, clean out any drainage facilities located within such Owner's Exclusive Use Balcony Area.
- No Owner shall dispose of any Hazardous Materials in any drains.

If such Owner fails to maintain such drainage as a result, imminent danger to person or property may result, then the Association shall have the right of access onto the Condominium for the purpose of clearing debris and other material so as to not impede the flow of water. The right of access shall be exercised only for the purpose of preventing damage to persons and property and the entering party ("Entering Party") shall use reasonable care so as to not cause any damage to the Condominium. The Owner shall reimburse the Association for any costs and expenses incurred in clearing such debris pursuant to the provisions of the Declaration.

EXCLUSIVE USE EASEMENT AREAS; STORAGE AND USE RESTRICTIONS

- No Owner shall use any Exclusive Use Easement Area for storage purposes, including, without limitation, the storage of bicycles.
- Unless installed by Declarant, all plants kept in the Exclusive Use Balcony Areas and Exclusive Use Storage Areas shall be kept in pots or planters which do not allow water to drain outside of such pot or planter, and must not be allowed to collect condensates or moisture between the receptacles and the floors.
- No vegetation shall be permitted to extend beyond the railings, walls and/or other boundaries of such Exclusive Use Easement Areas, except as approved by the Board. The Board may require approval of any potted plants.
- No Owner shall change or alter the surface of any Exclusive Use Balcony Areas, Exclusive Use Storage Areas without the consent of the Board.



- Patio furniture and other similar outdoor furnishings located in the Exclusive Use Balcony Areas shall be equipped with protective leg caps or other devices to prevent damage to the floor of such areas.
- No Improvement shall be nailed, bolted, or otherwise attached to the floor, walls, or any other portion of such areas subject to the restrictions in the Declaration and the Association Rules.
- No hanging screens, banners, or wind chimes and no other accouterment (other than plants) which may be visible from any other Residential Units or the Common Area are permitted on any portion of such area.
- Each Owner acknowledges that, notwithstanding anything to the contrary set forth in the Declaration, the Association shall have the right to enter onto such areas to perform its maintenance and other obligations under the Declaration.

EXTERIOR LIGHTING

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



HANDICAP PARKING SPACES



Certain Parking Spaces will be designated for use by handicapped persons ("Handicap Parking Spaces") and will be designated as such on the Condominium Plans. Such Handicap Parking Spaces may be assigned by Declarant to the Owners of particular Residential Units upon the initial sale of such Residential Units. Declarant shall, upon assigning a Handicap Parking Space to an Owner, designate such assignment in the records of the Association, including a copy of the evidence provided. If any Handicap Parking Spaces remain unassigned after the sale of all the Residential Units in the Project, the Association shall have the right to assign and manage such spaces.

The Association or Declarant, upon no less than thirty (30) days notice to the Owner who is an assignee of a Handicap Parking Space who is not, himself or herself, handicapped or is no longer considered qualified for Handicap Status (as defined below) shall have the right to exchange an Assigned Parking Space for a Handicap Parking Space and to enter such exchange on the records of the Association and thereafter, the Owner of the Residential Unit with Handicap Status shall then have the Handicap Parking Space as such Owner's Assigned Parking Space and the Owner of the Residential Unit who no longer qualifies for Handicap Status shall have the new Assigned Parking Space. Each Owner, by accepting a Handicap Parking Space, acknowledges that the Owner accepts such Parking Space subject to the rights of the Declarant and Association to make the changes described in this Section with or without the consent of such Owner.

Evidence of handicap status shall be by distinguishing license plate or placard issued by the California Department of Motor Vehicles ("Handicap Status"). The Association shall adopt rules and regulations which establish procedures to be followed should an Owner become handicapped and wish to use a Handicap Parking Space, forms and methods of notice to be given to the Association and Owner, and procedures for review of the required evidence of Handicap Status. In no event shall the Declarant or the Association be held liable if the Declarant or the Association is unable to assign a Handicap Parking Space to a handicapped Owner because all designated Handicap Parking Spaces have previously been assigned to other Owners providing evidence of Handicap Status.

HARD SURFACE FLOORS AND SOUND ATTENUATION

Except for those hard surface floors installed by Declarant as part of the original construction of the Project, no Owner shall install any hard surface flooring (including, without limitation, tile or hardwood floors) or replace any flooring with any hard surface flooring unless the prior approval of the Board has been obtained pursuant to Article 9 of the Declaration. Board approval shall be based solely on whether the type of flooring to be installed complies with the Architectural Guidelines. As a condition to approving the installation or replacement of hard surface flooring, the Owner shall submit to the Board a construction drawing clearly indicating the type of flooring to be installed and the underlayment to be provided to mitigate against impact noises such as footfalls. The drawing must clearly identify all materials, their composition and thickness. Notwithstanding the foregoing, the Board shall not consider noise mitigation issues when reviewing drawings regarding hard surface flooring submitted by an Owner of a Condominium located on the level directly above the parking garage.

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

To minimize the noise transmission from a Residential Unit, each Owner (other than Declarant) shall adhere to the following:

- No holes or other penetrations shall be made in demising walls (party walls) without the permission of the Board. No penetrations of any sort shall be made in the ceiling of any Residential Unit. Acoustical sealant shall be packed around the point of penetration of all pictures and other items hung from the wall that require nailing or screwing.
- To maximize the sound insulation capabilities of each Residential Unit, no Owner shall install any hard surface or wood flooring in any Residential Unit (other than that installed by Declarant, if any, in connection with refurbishment of the Residential Unit) unless (i) such Owner receives the permission of the Board, and (ii) such installation will not increase the level of sound transfer to the adjacent Residential Units above the level existing prior to such installation. The installation of any hard surface or wood flooring approved by the Board shall comply with the provisions of the Declaration, the Association Rules, and any other standards for the installation of hard surface or wood flooring promulgated by the Board.
- No modifications shall be made to any Residential Unit which would result in a reduction in the minimum impact insulation class of the Residential Unit.
- Loudspeakers for music reproduction and television shall not be supported from or contact demising walls and shall be elevated from the floor by a proper acoustic platform.
- Pianos shall have at least one-half inch ($\frac{1}{2}$ ") neoprene pads under the supports to minimize vibration transmission into the structure.
- All furniture shall contain rubber castors or felt pads.

HOLIDAY DECORATIONS

- The acceptable timeframe for winter holiday decorations is from the day after Thanksgiving until January 10th. All other decorations must be displayed no more than fifteen (15) days prior to the day of the holiday, and must be removed within seven (7) days after the holiday.
- Holiday decorations must be displayed from inside the Residential Unit.
- A wreath or over-the-door hanger may be displayed on main entry doors.
- No Resident may place holiday decorations in the Common Area or Association Property structures or landscape.
- Please insure that holiday lights do not disturb other Residents.
- Each Owner is liable to the Association for any damage to the Common Area or Association Property (including holes, tape marks, abrasions, etc.) caused by that Owner or his or her Guests, Tenants, Invitees, or any Resident of his or her Condominium.
- All holiday lighting must have a "UL" or comparable rating. Outdoor lights must be designated for outdoor use.



INSTALLATIONS

Unless installed by Declarant or approved by the Board, the following items **are prohibited**:

- outside installations, including balcony, patio or deck covers, wiring, air conditioning equipment, water softeners, other machines and other Improvements,
- Improvements to deck or balcony railings, and
- other exterior additions or alterations to any Condominium.
- Nothing may be done in any Condominium or in, on or to the Association Property or Common Area which may impair the structural integrity of any building in the Project or which structurally alters any such building except as otherwise expressly provided in the Declaration.



ODOROUS MATTER

No odorous matters shall be emitted upon or about the Project in such quantity as to be readily detectable outside the physical boundaries of the space within which such odor was generated. All outdoor barbequing shall be conducted in accordance with the Association Rules.

OFFENSIVE CONDUCT AND NUISANCES

No noxious or offensive activities, including, but not limited to, repair of automobiles or other motorized vehicles, shall be conducted within the Project. Nothing shall be done on or within the Project that may be or may become an annoyance or nuisance to the Residents of Regents La Jolla, or that in any way interferes with the quiet enjoyment of the occupants of the Condominiums.



PARKING AND VEHICULAR RESTRICTIONS

Authorized Vehicles

- standard passenger vehicles including automobiles,
- passenger vans designed to accommodate ten (10) or fewer people,
- motorcycles and pickup trucks having a manufacturer's rating or payload capacity of one (1) ton or less, and
- vehicles which are the principal source of transportation for an Owner.

Authorized Vehicles may be parked in any portion of the Project intended for parking of motorized vehicles subject to Sections 7.8.3 and 7.8.4 of the Declaration. The Association has the power to identify additional vehicles as Authorized Vehicles in the Association Rules to adapt this restriction to other types of vehicles.

Prohibited Vehicles

- recreational vehicles (e.g., motorhomes, travel trailers, camper vans and boats),
- commercial-type vehicles (e.g., stakebed trucks, tank trucks, dump trucks and step vans, concrete trucks and limousines),
- buses or vans designed to accommodate more than ten (10) people,
- vehicles having more than two (2) axles,
- trailers,
- inoperable vehicles or parts of vehicles,
- aircraft,
- boats,
- any vehicles or vehicular equipment deemed a nuisance by the Board, and
- any other vehicles not classified as an Authorized Vehicle.

Prohibited Vehicles may not be parked, stored or kept within the Property. If a vehicle qualifies as both an Authorized Vehicle and a Prohibited Vehicle, then the vehicle is presumed to be a Prohibited Vehicle unless the vehicle is expressly classified as an Authorized Vehicle in writing by the Board.

General Restrictions

- All Authorized Vehicles owned or operated by or within the control of an Owner and kept within the Property shall be parked in that Owner's Assigned Parking Space.
- No maintenance, repair, restoration, or construction of any vehicle shall be conducted on the Property.
- No vehicle shall be parked in any Parking Space if such vehicle does not completely and clearly fit between the painted parking lines designated for a Parking Space or otherwise physically fit wholly within the designated space or any other portion of the parking areas in the Property designed for ingress and egress of vehicles.
- There shall be no parking in the parking garage that obstructs free traffic flow, constitutes a nuisance, violates the Association Rules, or otherwise creates a safety hazard. The parking areas in the Property shall be used for parking Authorized Vehicles only and shall not be used for storage, living, recreational or business purposes (except for storage in authorized Storage Spaces).

- Assigned Parking Spaces and Assigned Storage Spaces may be exchanged apart from the conveyance of a Residential Unit only as set forth in Sections 3.6 and 3.7 of the Declaration and shall not otherwise be sold or otherwise separately conveyed apart from conveyance of such Residential Unit. Except as set forth herein, no Assigned Parking Space or Assigned Storage Space may be sold, transferred, or assigned to, or retained in the ownership of, any person not an Owner.

Parking Regulations

Subject to the Cost Sharing Agreement, the Parking Agreement and Section 3.7 of the Declaration, the Board may establish additional regulations regarding parking areas not assigned to Condominiums, including designating "parking," "guest parking," and "no parking" areas; may establish reasonable regulations for parking spaces, and may enforce all parking and vehicle use regulations applicable to the Project.



Parking spaces designated for guest parking are for temporary parking by guests and other invitees of Owners or the Association. No Owner or other Resident of the Project may park or store any vehicle in a guest space.

Enforcement actions the Association may take include removing violating vehicles from the Project pursuant to California Vehicle Code Section 22658.2 or other applicable laws.



If there are any excess Parking Spaces, Declarant shall have the right, in its discretion, to convey the excess Parking Spaces to the current Owners or convey the Parking Spaces to the Association, and, in such case, the Association shall have the right to leave, carry or otherwise control such spaces.

The Association shall have the right to require Owners to display identifying parking stickers on their vehicles. The Owners of Condominiums shall have no right to park their vehicles in any space within the Association Property other than such Owners, assigned parking spaces.

Leasing of a Parking Space

The Owner of a Condominium may lease to other Owners in the Project the Assigned Parking Space(s) which is a part of his or her Condominium, subject to all the requirements of the Governing Documents, as such documents may be amended from time to time. The Owner of a Condominium may not lease an Assigned Parking Space to any Person who is not also an Owner of a Condominium in the Project. The conveyance of the Condominium by an Owner shall terminate the lease of an Assigned Parking Space. Rental of an Assigned Parking Space shall not give to any lessee the right to vote or any other rights of membership in the Association.

RENTAL OF RESIDENTIAL UNIT



An Owner shall be entitled to rent the Condominium subject to the restrictions contained in the Declaration. Any rental or lease agreement shall be in writing, shall provide that the lease is subject to the Governing Documents and shall provide that any failure to comply with any provisions of the Governing Documents, shall be a default under the terms of the rental or lease agreement. A copy of the rental or lease agreement shall, upon request, be provided to the Association.

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

No Owner may lease such Owner's Condominium for hotel, motel or transient purposes. Any lease which is either for a period of fewer than thirty (30) days or pursuant to which the lessor provides any services normally associated with a hotel shall be deemed to be for transient or hotel purposes.

RESIDENTIAL USE ONLY

Residences shall be used for residential purposes only; provided, however, that any Residence may be used incidentally for the purpose of operating a home based small business if, and only if,

- the business is operated solely within the Residence,
- the business is limited to arts and crafts, the rendition of professional services, or other similar activities,
- the business is operated by the Owner of the Residence whose principal residence is the Residence, by a tenant whose principal residence is the Residence or by a member of such Owner's or tenant's family whose principal residence is the Residence,

- the operation of the business is permitted by, and is at all times in compliance with, all applicable laws, and
- the operation of the business does not result in (i) the violation of any of the other provisions of the Declaration, (ii) any unreasonable increase in the flow of traffic within the Project, (iii) any odor, noise, or vibration outside of the Residence, or (iv) parking problems within the Project.

No other use shall be allowed except as specifically permitted by local ordinance; provided, however, Declarant may use any of the Residences owned by Declarant as model homes, sales offices, construction offices or storage for the Project during that period of time commencing when the Residences are first sold or offered for sale to the public and ending when (x) all the Residences in the Project are sold and conveyed by Declarant to separate Owners thereof, or (y) seven (7) years after the first close of escrow of a Residence in the Project, whichever shall first occur.

SIGNS AND DISPLAYS

No sign, advertising device or other display of any kind shall be displayed in the Project, except for the following:

- entry monuments, community identification signs, and traffic or parking control signs maintained by the Association;
- for each Condominium, one (1) nameplate or similar Owner name or address identification which complies with the Architectural Guidelines;
- for each Condominium, one (1) sign advertising the Condominium for sale or lease that complies with the following requirements, subject to Civil Code Sections 712 and 713:
 - (a) the sign is not larger than eighteen inches (18") by thirty inches (30") in size; and
 - (b) the sign is in compliance with the Architectural Guidelines or is otherwise authorized by the Board;
- noncommercial signs permitted by Civil Code Section 1353.6; and
- such other signs or displays authorized by the Board.

STORM WATER POLLUTANT COMPLIANCE



Each Owner acknowledges that unlike the water in the sewer system in the Owner's Residence, which flows to wastewater treatment plants, water that enters a storm drain flows directly, without any treatment, to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollutant Discharge Elimination System ("NPDES"), the Federal Clean Water Act, and the policies and ordinances of the City prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains.

Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, paints and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. The disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and such Owner may be responsible for any activities by Owner's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from an Owner's Residential Unit or Exclusive Use Easement Area into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all requirements of any other governmental agencies having jurisdiction over the Property.

All Owners within the Project and the Association are required to comply with such restrictions. Owners are encouraged to consult with the City, and other governmental authorities, concerning the proper disposal of any toxic or hazardous materials. To comply with the requirements of the City in connection with the storm water pollution prevention best management practices, each Owner and the Association agrees that it will, at all times, maintain all Improvements located within a Residential Unit, or in the case of the Association, within the Association Property, in a clean, safe and attractive condition, free and clear of any and all debris. All trash receptacles within Owner's Residential Unit shall be closed at all times except when disposing of trash. The Association and the Owners shall comply with all applicable Best Management Practices ("BMP") and perform all maintenance that may be imposed by any water quality management plan that may affect the Property. The costs of the Association's portion of such maintenance, if any, shall be treated as Common Expenses.



SWIMMING POOL AND SPA

Pool and Spa hours are: Sunday through Thursday, 8:00 am - 10:00 pm
Friday and Saturday, 8:00 am - 11:00 pm

- **NO LIFEGUARD IS ON DUTY!** Lifeguard or supervisory service is not provided at any time. Anyone using the recreational facilities shall do so at their own risk, responsibility and liability.
- Recreational facilities are reserved for full-time Residents of the Association and their Guests. Owners who have rented or leased their property are not entitled to use the recreational facilities. Residents must accompany their Guests at all time when using the recreational facilities.
- Anyone not abiding by the posted rules may be asked to leave the pool or spa areas by any member of the Association or employee of the Property Management Company.
- Elderly persons, pregnant women, infants, and those with health conditions requiring medical care should consult with a physician before entering the spa. Unsupervised use of the spa by children under the age of fourteen (14) is prohibited.
- Children under the age of fourteen (14) years are not allowed in the pool area unless accompanied by an adult eighteen (18) years of age or older.
- **SAFETY EQUIPMENT HAS BEEN PROVIDED FOR EMERGENCY USE ONLY.**
- All incontinent persons (whether infants, toddlers, children or adults) must wear a diaper, plastic pants, and a swim suit while using the pool or spa.
- Appropriate bathing attire must be worn.
- No smoking is allowed within the pool and spa areas.
- No surfboards, boogie boards, beach balls floating or inflatable devices will be permitted in the pool or spa.
- No pets of any kind are permitted in the pool or spa areas.
- No glass or sharp objects are allowed in the pool or spa.
- Diving is not permitted in any areas of the pool or spa.
- Running, pushing or boisterous activity in or around the pool or spa areas.
- Absolutely no cans, foreign objects, foreign substances (bubble bath, soap, beverages, etc.) non-floating objects (such as rocks, marbles, coins and the like) or pool furniture are to be thrown into the pool or spa.
- No throwing of tennis balls, baseballs, footballs, basketballs, frisbees or anything in and around the pool.
- No wheeled toys or vehicles including skateboards, roller blades, roller skates or bicycles are allowed in the pool or spa area.
- Radios, cassette, or CD players must be battery operated and should be kept at a minimum level. The noise level must be kept to your personal area only so as not to disturb others.
- Each Resident is responsible for placing his/her (and Guests) litter and debris in the trash receptacles prior to leaving the pool and spa area.
- With the exception of the spa timer, adjustment of any control regulating to the pool or spa, lights or other common service is **PROHIBITED**. Upon arrival of the pool and spa maintenance crew, pool or spa users are asked to temporarily vacate the pool or spa areas until cleaning and service is completed.

- Pool areas are to be entered through the gates only. Climbing over a fence to enter or exit the pool and spa area is strictly prohibited.
- Gates are to be closed and locked at all times.
- The Association reserves the right to limit, on a reasonable basis, the number of Guests using the recreational facilities at any given time. Individuals or groups must not occupy the pool or spa to the effective exclusion of others.

TRASH

- No garbage, trash, rubbish, or other waste material shall be kept or permitted on the Project except in garbage cans, trash containers, trash chutes, or other waste receptacles located on the Project provided for the use of all Owners.
- All trash must be bagged or otherwise sealed before using any trash chute located in the Project. No odor shall emanate therefrom so as to be unreasonably unsanitary, unsightly, offensive or detrimental to the Owners in the Project.
- Under no circumstances may explosives, fireworks, or highly flammable materials such as gasoline, kerosene, oil, oil-based paints, or solvents, be disposed of in the trash chutes or anywhere else in the Project.
- Any and all costs incurred by the Association for the removal of combustible or toxic materials from the trash chutes shall be borne by the offending Owner at such Owner's sole cost and expense.

VIEW OBSTRUCTIONS



By accepting a deed to a Condominium, each Owner acknowledges that there are no protected views, and no Residential Unit is assured of the existence, quality or unobstructed continuation of any particular view and Declarant makes no representation or warranty that there are now, or will be in the future, any such views or that any view will impact the view or desirability of any Residential Unit. Each Owner understands and accepts that any view from the Residential Unit is not intended as part of the value of the Residential Unit and is not guaranteed; and any future development, construction, landscaping, growth of trees, or other installation of Improvements by Declarant or other Owners in the Project or of properties surrounding the Project may impair the view from any Residential Unit.

There are no express or implied easements appurtenant to any Residential Unit for view purposes or for the passage of light and air over another Residential Unit, or any other property whatsoever consistent with the Architectural Guidelines and/or other Association Rules.

VIBRATIONS

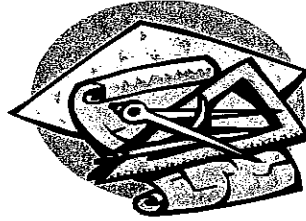
No Owner shall install or use in its Residential Unit any fixtures or equipment which will cause unreasonable vibrations, noise or annoyance to the Owners of the other Residential Units.

WINDOW COVERINGS



Temporary window coverings ("Temporary Window Coverings") in a design and color that does not conflict with the surrounding Improvements (but excluding aluminum foil, newspapers, or any other contrasting material) shall be permitted for a maximum period of sixty (60) days from the date that a Residence is conveyed to an Owner by Declarant. Except as specifically provided above, no Temporary Window Coverings shall be used to cover any door or window of any Residence. All window coverings (including Temporary Window Coverings) shall be of a neutral color harmonious with and not conflict with the color scheme of the exterior wall surface of the Residence.

ARCHITECTURAL REVIEW



Please refer to Article 9 of the Declaration and the separate publication entitled "Regents La Jolla Homeowners Association Architectural Guidelines" for more complete information pertaining to the Architectural Review process, procedures and submittal guidelines.

The objective of the Architectural Review process is to preserve the beauty of Regents La Jolla and to assist the Owner in the design of plans in conformity with this objective. It is not the intention of the Architectural Review process to restrict individual creativity or personal preference, but rather to help ensure continuity in design and maintain the appearance of Regents La Jolla.

SCOPE

To the extent that an Owner is entitled under the Declaration to modify his or her Residential Unit in any manner following review and approval by the Architectural Committee, no Improvements of any kind whatsoever shall be commenced, erected, placed or altered upon or around any Residential Unit until the location and the complete plans and specifications showing the nature, kind, shape, height and materials, including the color ("Plans and Specifications"), have been submitted to and approved in writing as to harmony of external design and location to surrounding structures and topography by the Architectural Committee. In addition, the grade, level or drainage characteristics of the Residential Unit or any portion thereof shall not be altered without the prior written consent of the Architectural Committee.

ARCHITECTURAL GUIDELINES

The Board may, from time to time and in its sole discretion, adopt, amend and repeal, by unanimous vote, rules and regulations to be known as "Architectural Guidelines." The Architectural Guidelines shall interpret and implement the provisions hereof by setting forth the standards and procedures for Architectural Committee review and guidelines for architectural design of Improvements, placement of Improvements, color schemes, exterior finishes and materials and similar features which are recommended for use in the Project; provided, however, that said rules shall not be in derogation of the standards required by the Declaration.

APPOINTMENT OF THE ARCHITECTURAL COMMITTEE

The Board shall have the right to delegate its review and approval rights under Article 9 of the Declaration to an Architectural Committee. If the Board so elects, the Architectural Committee shall consist of three (3) members. One (1) alternate member may be designated by the Board to act as a substitute on the Architectural Committee in the event of absence or disability of any member. In the event the Board appoints an Architectural Committee, all rights hereunder shall apply to the Architectural Committee and all references to the Board shall be deemed to refer to the Architectural Committee.



APPROVAL OF PLANS AND SPECIFICATIONS

Any Owner proposing to construct Improvements or take other actions requiring the prior approval of the Architectural Committee pursuant to the Declaration shall first apply to the Architectural Committee for approval by submission of Plans and Specifications and any other materials required by the Architectural Committee.

FEE FOR REVIEW

The Architectural Committee shall have the right to establish a fee for the review and approval of Plans and Specifications that must be submitted to the Architectural Committee pursuant to the provisions of this Article. The Architectural Committee shall have the right to hire any engineer or other consultant, the opinion of which the Architectural Committee deems necessary in connection with its review of any plans submitted by any Owner and such Owner shall be liable for payment of such engineer's and/or consultant's fee.

WAIVER

The approval by the Architectural Committee of any Plans and Specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Committee under the Declaration, shall not be deemed to constitute a waiver of any right to withhold approval of any similar Plans and Specifications or matter subsequently submitted for approval.

VARIANCES

The Architectural Committee may authorize variances from compliance with any of the architectural provisions of the Declaration, including, without limitation, restrictions upon height, size, floor area or placement of Improvements or other similar restrictions, when circumstances such as topography, natural obstructions, aesthetic or environmental considerations may require. Such variances may be evidenced in writing, must be signed by at least two (2) members of the Architectural Committee and shall become effective upon recordation in the Office of the County Recorder.

If such variances are granted, no violation of the covenants, conditions and restrictions contained in the Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of the Declaration for any purpose except as to the particular Residential Unit and particular provision hereof covered by the variance, nor shall it affect in anyway the Owner's obligation to comply with all governmental laws and regulations affecting its use of the Residential Unit, including, but not limited to, zoning ordinances and lot setback lines or requirements imposed by the City or any other governmental authority.

EARTHQUAKE PREPAREDNESS GUIDE

San Diego Gas & Electric offers the following information in the event of an earthquake:



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

BE INFORMED

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

BE PREPARED

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



AFTER EARTHQUAKE CHECKLIST

- Yourself
- Family, neighbors (trapped or injured)
- Gas leaks (do not shut off your gas unless you smell gas)
- Check gas and electric lines and appliances for damage; however, do not use electrical switches or candles to check for damage
- If you smell gas, open the windows and doors. Leave the residence, and shut off the gas at the valve. Call SDG&E at 1-800-411-SDGE (7343) to report gas leak
- Fire place
- Gas water heater
- Stove area
- Ask your neighbor
- Electrical (visually check for electrical sparks or broken wires which pose a hazard.)
- Broken glass and any other hazards
- Water (check for broken water and sewer lines. Don't drink water unless it's safe)
- Phone (check for a dial tone; do not use unless an emergency)



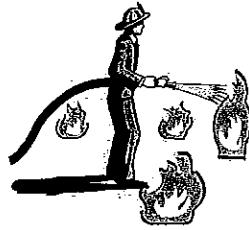
GENERAL SAFETY

- Check for injuries and render necessary first aid
- Check for hazards in and around your home
- Evacuate, if necessary
- Gather stored supplies
- Develop a twenty-four (24) hour survival plan
- Turn on battery-powered radio for information
- Review and adjust your survival plan as necessary
- Do not turn the electricity or gas back on until SDG&E or a qualified contractor has checked the house for safety
- If there is damage to the home's electrical wiring, switch off electrical power at circuit box
- Do not touch downed or damaged power lines, even if there appears to be no power. Call SDG&E at 1-800-411-SDGE (7343) to report downed or damaged power lines



FIRE EMERGENCY PROCEDURES

The Office of the Fire Marshall offers the following information in the event of a fire:



Upon taking occupancy, all Owners and Residents should set aside time to walk around and familiarize themselves with their Residential Unit, the building and the Association's grounds as you would a house. This will enable you to become a more informed Owner or Resident with the emergency equipment, and water and electrical devices. Be certain to test your smoke detector at least monthly to make certain it is in proper working order.

Upon hearing the smoke detector **DO NOT PANIC**. Keep Calm.

Go to the nearest closed door and feel the door with your hands to see if it is hot.

DO NOT OPEN THE DOOR UNTIL YOU FEEL IT WITH YOUR HANDS FIRST TO DETERMINE WHETHER IT IS HOT!

If the door is **NOT HOT**, brace body against the door and open it a crack. Be prepared to slam it shut if heat or smoke rushes in. If it is clear, open the door slowly all the way and leave the fire area quickly.

Close all doors that you pass through on your escape route and proceed directly to the nearest fire exit.

If you must use an escape route where there is smoke, stay as low as possible. Crawling lets you breathe cleaner air near the floor as you move toward an exit.

If the door is **HOT** or you see smoke seeping into your Living Unit, **DO NOT OPEN THE DOOR.**

Seal off the cracks around the door to keep the smoke out.

If necessary, dampen a cloth to breathe through to filter out smoke and gases.

If possible, immediately **CALL 911** and tell them exactly where you are - even if you can see fire trucks on the street below.

Try to get to a window in the room you are in or to the balcony, closing the sliding door behind you. Then go to the railing and yell "**FIRE**" to alert other Residents and incoming firefighters.

Wave something light colored to attract their attention.

THINK BEFORE YOU ACT! Don't jump. Don't panic. Keep calm.

EMERGENCY AND LOCAL PHONE NUMBERS



FIRE DEPARTMENT
Non-Emergency

EMERGENCY DISPATCH 911
(858) 657-8200

POLICE DEPARTMENT
Non Emergency

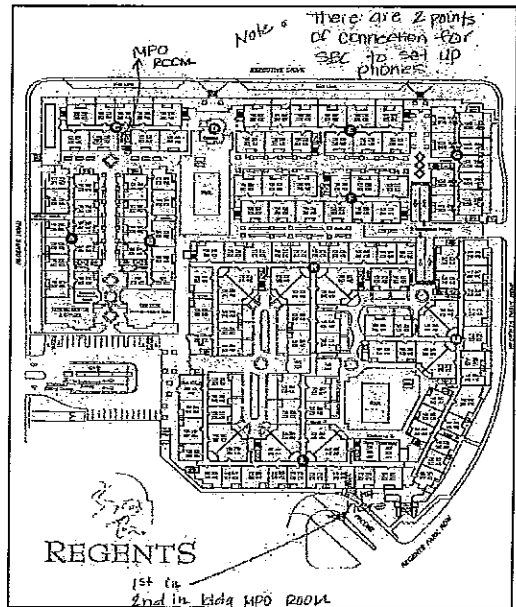
EMERGENCY DISPATCH 911
(858) 552-1700

GAS & ELECTRIC
San Diego Gas & Electric
1-800-411-7343

WATER / SEWER
City of San Diego Water Utilities
(619) 515-3500

TELEPHONE
SBC
1-800-310-2355

SBC Set Up Instructions –
There are (2) demarcation rooms (refer to map below) and SBC will need to verify dial tone in unit, not demarcation room.



CABLE TELEVISION/INTERNET CONNECTION & SERVICE

Time Warner
(858) 695-3220

PROPERTY MANAGEMENT COMPANY

Please refer to inserted page at the end of this handbook for contact information

**Property Management Company
for
Regents La Jolla HOA**

A. McKibbin & Co.
7529 Draper Avenue, Suite D
La Jolla, CA 92037
858.551.1885 (office)
858.551.1886 (fax)



Pet Rules

Amended August 2008

1. Pet Registration. Regents La Jolla HOA has a maximum limit of 2 dogs allowed per unit. All pets must be registered with the Association; failure to register a pet may result in a continuing daily fine. If applicable, the owner is responsible for the tenant's compliance with these rules. Pet registration forms are required and are available at the Association office. A copy of the city's license for a dog or cat, a pet photo and an annual \$25.00 fee are required.
2. Licensed and Neutered. Pets must be spayed or neutered and licensed with the city. When the dog or cat is in the common area, it must wear both the city license tag and the Association's pet tag and be controlled on a leash.
3. No Commercial Operations. A pet shall not be kept, bred or used for any commercial purpose.
3. Common Area Restrictions. Pets must be leashed at all times when not in unit. A pet shall be on a leash that may not exceed six feet in length and any waste droppings left by pet must be picked up by the pet owner and deposited in an appropriate waste container.
4. Balconies. A pet shall never be left alone on any patio or balcony.
5. Damage to Common Areas. The owner of the unit registering the pet shall be responsible for any damage to the common area elements caused by the pet. Any damage caused by cleaning chemicals or other such material used in an attempt to remedy such damage shall also be the full financial responsibility of owner of the unit registering the pet.
6. Sole Liability. Pet owners shall have the sole liability for all damages claimed by any person harmed by such pet and shall indemnify, hold harmless and defend the Association from any and all liability whatsoever resulting from such claims and damages including, without limitation, damage awards as well as costs and reasonable attorney fees incurred by the Association.
7. No Nuisance Allowed. No pet shall be permitted to become a nuisance or create any unreasonable disturbance.

8. Pool Restrictions. Pets are never permitted in the pool areas.

9. Amenity Areas. Pets are not permitted in recreation centers, amenity areas, Association office or exercise rooms unless they are certified service animals.

10. Visiting Pets Prohibited. Guests may not bring pets when they visit residents in the Association. Approval by Management required during emergency situations, i.e., County and City fires, etc.

11. Aggressive Animals. No person may allow an animal, when unprovoked, to bite, attack, endanger, or inflict injury on another person or animal, or chase or approach an individual in a menacing fashion or apparent attitude of attack. If a dog, previously determined by the board to be aggressive, attacks or bites a human being or a domestic animal without provocation, the owner shall be subject to fines and may be required to (i) sterilize the dog, (ii) provide the Association with proof of a current health certificate for the dog issued by a veterinarian; (iii) keep the dog muzzled at all times in the common areas and restrained by a substantial 6-foot or shorter chain or leash under control of a competent person, (iv) permanently remove the dog from the property. Any person who owns, harbors or otherwise provides custody for a dangerous dog shall be responsible for any damage or injury caused by that dog, including, but not limited to, veterinary or medical bills or property damage.

12. Fines and Removal. There is a \$50.00 fine per occurrence for pet violations unless noted differently above.

I, _____ who reside in Unit # _____, do hereby agree to abide by the guidelines and rules established by Management as listed above.

I also understand and agree that the nonrefundable, annual fee of \$25 does not in any way relieve me of responsibility for any damages resulting in replacement costs (i.e. stains in carpet, odor damage to carpet, etc.)

Acknowledgement:

Resident Signature Date

Resident Signature Date