

The Sierra at Jack London Square

Project Handbook

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Project Handbook For Residential Owners

The Sierra at Jack London Square is a mid-rise residential and commercial condominium community providing many amenities not usually found in a multi-family dwelling complex, while still offering the privacy and comfort of an individual home. The Sierra at Jack London Square Owners Association (“Association”) and management of The Sierra at Jack London Square are dedicated to assisting all residents in enjoying their homes to the fullest extent. The successful realization of this goal will be largely dependent on you.

This Project Handbook has been developed to provide residential owners with an understanding of the rules and regulations applicable to The Sierra at Jack London Square residential owners and their guests. The intent of this Project Handbook is to provide an outline of proper conduct and behavior while on the property. You are encouraged to read and review the Sierra at Jack London Square formation documents including the Declaration of Covenants, Conditions & Restrictions of The Sierra at Jack London Square (“CC&Rs”), the By-Laws of The Sierra at Jack London Square Owners Association (“By-Laws”) and Articles of Incorporation (“Articles”) of The Sierra at Jack London Square Owners Association. These establish and define certain guidelines not covered in this document and vice versa. Together these documents should be well considered and heeded by the owners and occupants and tenants of The Sierra at Jack London Square. The Board of Directors may review the regulations contained within this Project Handbook from time to time and make appropriate revisions. Any discrepancy between the CC&R’s and this Project Handbook shall be governed by the CC&R’s.

BUILDING ADDRESS AND TELEPHONE NUMBERS

Please note the following information related to The Sierra at Jack London Square:

Address:	311 Oak Street Oakland CA 94607
Facility Concierge Desk:	510-285-3515
Fax:	510-663-4526 Lobby@sierrajacklondon.org
General Manager	Erik Olson, CCAM 510-663-4889 p 510-225-3777 f erik@sierrajacklondon.org

BUILDING ACCESS

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

All occupants of the residences, including lessees, will be assigned and issued proximity sensor key fobs and garage door remote controls at the time of move-in by the Concierge for the Association. These devices are a vital part of the overall security system. The loss or unauthorized distribution of these devices weakens the security system. The key fobs are used for access at the North and South entry gates, the Lobby entrance, the Fitness Center, the Media Center, the Pool Deck and entrances from the Parking Levels to the elevators. Access to certain

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

common areas may be restricted based upon the area or during restricted time periods. Employees and staff members for Commercial Units may be issued key fobs with limited access and time restrictions.

There is a \$75 charge for the replacement of each key fob or remote control that may be lost. These devices must be returned to the Association when there is a change in the unit ownership. There is a \$75 charge for each key fob or remote control that is not returned. Such charges may be changed from time to time without notice. Damaged fobs and remotes can be replaced at the Concierge Desk at cost.

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

BUILDING SUPERINTENDENT and CONCIERGE/ RIGHT TO ENTER

1. The Building Superintendent and Concierge Staff is available during normal working hours to assist Residents in reporting items of concern related to maintenance, building access, and temporarily holding package deliveries and other community related issues.
2. Residents may not leave keys with Concierge Staff. All staff is instructed to refuse keys or envelopes that appear to contain keys.
3. Residents should not request Concierge Staff to enter private residences. The Concierge Staff is instructed to evaluate maintenance requests and contact the Building Superintendent to address maintenance issues.

GARAGE AND PARKING

The parking garage is for Residents only. All spaces are assigned and exclusive use to those units they have been designated to. Likewise, all exclusive use storage areas are assigned to and for the exclusive use of those units they have been designated to.

1. Please maintain safe and proper speeds while driving in the garage areas. There may be blind spots present. It is recommended that your headlights be turned on while driving in the garage area.
2. Excessive oil leaks and stains caused by a resident's vehicle will be subject to fines and/or the cost of clean up and repairs. Please use and monitor the condition of oil catching and absorbing materials underneath your vehicle to prevent excessive staining. Preventative maintenance of your vehicle will help to alleviate this issue.
3. Parking spaces, which are the exclusive use of an owner/resident of a unit, may be leased to other residents subject to termination of the lease upon conveyance of either condominium. Rental of a parking space shall not give to any lessee the right to vote or any other rights of membership in the Association.
4. No excessive noise from vehicles or revving up of engines is permitted. Vehicles, which are of sufficient volume when driven to set off car alarms in the garage, may not be parked in the parking garage.
5. Your vehicle must fit in your space and not affect your neighbor's space. Oversized vehicles such as limousines, extra large vehicles, etc. may not fit in your space and, therefore, it may be necessary to find outside parking off the premises.
6. Boats, jet skis, trailers, campers or unregistered vehicles, etc. are not permitted in the project.
7. Any vehicles parked in stalls assigned to other residents may be towed away at vehicle owner's expense.
8. No working on vehicles is permitted anywhere in the garage area. This includes, but is not limited to, washing, waxing, changing oil, light maintenance, etc.

9. Please take care when opening your car doors so you do not chip the paint off your neighbor's car.
10. Should a car alarm continue to go off, the Association may, at the owner's expense, hire a locksmith and take whatever action necessary to stop the noise. Vehicle alarms that do not automatically go off after an interval are not allowed.

COMMON AREAS / ASSOCIATION PROPERTY

1. Residential common areas and association property may include: corridors and halls, elevators, lobbies, Media Center, Conference Room/Business Center, Sauna, Fitness Center, Pool and Deck and parking garage (except for exclusive use areas assigned to the unit) and the building structure.
2. Parents or guardians are responsible for the conduct of their minor children and grandchildren. Because of the Association's concern for their safety and to ensure the comfort and privacy of other residents, children must not be allowed in the elevators, passageways, recreation areas, lobbies or common areas unless accompanied by an adult.
3. No loud talking, unnecessary noises or boisterous conduct is permitted at any time. This includes, but is not limited to, televisions, radios and/or other sound emitting devices. Common courtesy shall be observed at all times. Consideration of your neighbors will enhance the enjoyment and tranquility of all.
4. Owners will be responsible for any and all actions of their guests, lessees, contractors, employees and anyone on the premises by their instruction, invitation or permission.
5. Owners will be responsible for and bear all costs of repairs and/or replacement for any damage to the building, recreational facilities, equipment, or any other common area property, if it is determined that the damage was caused by the owner, its lessees, guests, employees or contractors.
6. Obstruction of the corridors, lobbies, hallways or entranceways throughout the property is not permitted.
7. No owner shall store or place anything in the common areas, lobbies, hallways or public areas. This includes, but is not limited to, floor or door mats at door entries, potted plants, signage, pictures, paintings, items of furniture, etc.
8. Dusting, brushing or cleaning personal belongings in any common area is not allowed.
9. Outside antennas or signs may not be placed in the windows or on the balconies of any residential unit.
10. Owners may not borrow or remove any equipment or property belonging to the Association.
11. Proper attire must be worn whenever entering the common areas or association property. Shoes and shirts are required to be worn at all times while in the common areas (except within the Sauna area and Pool and Deck). Precautions should be taken to prevent excess water from dripping onto interior surfaces and flooring, which may cause a slippery and dangerous condition.
12. The lobbies or any public areas may not be used for napping or sleeping. These areas are strictly for the meeting and entertainment of guests.
13. Neither residents nor their families, employees, agents, visitors, licensees nor servants shall distribute or cause to be distributed any advertising, pamphlet, free newspaper or any other printed matter on or in any portion of the property or resident cars. This includes door-to-door solicitation, electioneering, etc. Please report violators immediately to the Concierge Desk staff.
14. Residents must not prop open any common area or residence door or perimeter gates at anytime.

15. The roof area, related mechanical rooms and internal stairwells are off limits for use by guests or residents except in an emergency situation. Severe fines may be levied for violation of this rule.
16. Skateboards, scooters, bicycles or roller blades are not allowed in any common areas.
17. Smoking is not allowed in any common interior areas, building corridors or elevators.
18. The On-site Concierge will handle Lost and Found. Please turn in any found items to that office.
19. Other than normal cooking odors, 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.
20. Should an emergency situation occur, the building personnel and all other types of emergency personnel shall have authorization to enter your residence using forcible entry, if necessary. In the event that this emergency entry is not the direct result of a resident maintenance item or action, the Association will be responsible for damages caused by the Association to your unit.
21. No exterior clothesline shall be erected or maintained or hung on balconies or railings within the Project and there shall be no exterior drying or laundering of clothes or any other items on any Exclusive Use Common Area or Association Property.
22. No patio, deck, balcony or parking spaces shall be used for storage purposes, including, without limitation, the storage of bicycles.

RECREATION AREAS

Please note the following general rules for the recreation areas, which are located in the common areas of The Sierra at Jack London Square:

1. The recreation areas are for the exclusive use of all Residential Owners, Lessees and their guests and Commercial Owners. Proper identification must be presented to security or management personnel upon request.
2. Personal furniture, other than that provided by the Association, shall not be used in the recreation areas. Association provided furniture; accessories, games and equipment shall not be removed from those areas. Persons who use these recreation rooms and areas are responsible for the removal of all articles brought there by them, including towels, books and magazines, food and beverages, and related debris and trash.
3. Glass containers are not to be brought into the recreation areas with the exception of the Media Center, which does allow use of glassware.
4. Running, horseplay, loud noises or activities, drunken or lewd behavior is prohibited.
5. All persons using the recreation areas do so at their own risk.
6. The Association, managing agent or manager may post additional rules in the recreation area from time to time, and residents must conform therewith.

POOL / SAUNA AREA

1. Pool / Sauna hours:
Daily 6:00 am - 10pm
2. Children 14 years and younger must be accompanied at all times by a responsible adult.
3. The "buddy" system is recommended for all swimmers at all times. No one should swim alone.
4. The use of the pool and sauna area is expressly limited to Residential Owners, Lessees and their invited guests. Each unit is limited to four (4) guests total, at any given time. At no time shall any group monopolize the facilities.
5. Guests on an extended stay (over 2 weeks) are considered members of the household and may use the facilities unaccompanied. Extended-stay guests must register with the Association and are subject to all community guidelines contained within the Project Handbook or posted in common areas and recreation areas. . Other guests may use the facilities only when accompanied by the host. Please do not extend an open invitation to others to drop by the pool at any time for a swim.
6. Absolutely no running, pushing, or horseplay around or in the pool area will be permitted. This includes "dunking" activities. At no time shall there be any loud noise, disturbance or other activity that creates a nuisance to residents.
7. No infant, young child or person subject to involuntary natural bodily functions is permitted to use the pool without proper and effective diaper protection.
8. Inflatable items, sun-mats, surfboards, floats or other large objects of this nature will not be permitted. Only flotation devices for small children (i.e. water wings) shall be permitted.
9. Misuse of the pool area furniture is not tolerated. This also applies to life preservers, life saving hooks and related pool equipment. These items are for safety purposes, not for recreation. Pool area furniture and equipment is not to be removed from the area.
10. **NO GLASSWARE OF ANY KIND IS ALLOWED IN THE POOL AREA.** Containers of an unbreakable nature will be allowed provided they are disposed of in the proper manner.
11. No pets are allowed in the pool and sauna area at any time.
12. Bicycles, skateboards, scooters, roller-skates, roller-blades, toys or other wheeled vehicles are not allowed in the pool and sauna area at any time.
13. Only persons dressed in standard swimwear are allowed in the pool. Nudity in these areas is not permitted.
14. Persons with skin disorders, colds, coughs or communicable diseases are asked to refrain from pool use due to the obvious risk of health problems to other individuals.
15. Immoral, lewd or indecent conduct is prohibited in the pool, sauna, fitness center, sauna area and all other common areas including exclusive use common areas. .
16. Portable TV's and radios are not permitted unless used with headphones.
17. No child under the age of 14 years shall be allowed in the pool and sauna unless accompanied by a legal guardian. It is recommended that pregnant women, persons with heart problems, high blood pressure or diabetes refrain from using the sauna for health reasons.

18. The Board of Directors reserves the right to deny use of the pool and sauna to anyone at any time.
19. The Association is not liable, and does not assume any liability whatsoever, for injury, property damage or any kind of loss arising in connection with the use of the pool, fitness facilities or sauna. **The pool and recreation areas have no lifeguard on duty.**

FITNESS CENTER

Hours of the Fitness Center are:

Daily: 24-hour access for Owners, Residents and Accompanied Guests

1. Residents must be at least fourteen (14) to use the Fitness Center without supervision by an adult or legal guardian. It is recommended that children not use the Fitness Center.
2. A resident must accompany all guests.
3. All equipment shall be wiped down after each use. Please bring your own towel.
4. All equipment is to be used as intended. Please lower the weight stacks on the equipment to their start positions to avoid striking other plates.
5. Residents shall not store or place any personal equipment in the Fitness Center.
6. No glass containers or food items are allowed in the Fitness Center.
7. All persons using the Fitness Center do so at their own risk.

STORAGE

A number of storage areas located within the parking garage are available on a first come first served basis. These storage areas are for small, seldom-used household and personal items and are not adequate for permanent storage of excess furniture or other large items. Under no circumstances shall flammable or explosive items be placed in any storage locker. The Sierra at Jack London Square is not responsible for any loss or damage to items placed in the personal storage lockers. Storage in these lockers is strictly at resident's sole risk.

1. Gas powered machines; firearms, fuel tanks, explosives and/or flammable material are prohibited inside the storage lockers.
2. No flammable, combustible or explosive fluid, material, chemical or substance of any kind shall be used in any storage locker.
3. Items of personal property may not be stored in the garage area unless in the personal storage cabinets.

DISTURBANCES / NUISANCES

1. Residents are responsible at all times for the reasonable conduct of themselves, their occupants and guests. Loud or boisterous conduct anywhere on The Sierra at Jack London Square property, including your residence that disturbs the comfort and quiet enjoyment of others is prohibited.
2. In the event a neighbor or guest is causing a disturbance, the person being inconvenienced should telephone the Concierge Desk at the time of the disturbance.

3. No person shall discharge into the Project's sewer system, storm drain or any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety, welfare, violate any law, subject any Owner to liability under state and federal law for any clean-up or cause injury or damage to neighboring property or business elsewhere on the Project.
4. No air pollutants or contaminants sufficient to create a nuisance shall be discharged.
5. The volume of radio, stereo sets, television and musical instruments shall be held at a reasonable level at all times so other residents are not disturbed. After 10:00 p.m. the volume must be significantly reduced so as not to disturb other residents.
6. Speakers and floor supported musical instruments (i.e. pianos and organs) must be properly isolated from direct contact to floors and walls in order to minimize vibrations.

PETS

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

1. Not more than a total of one (1) dog, 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) and/or two (2) cats shall be permitted to be maintained in the Project, provided such animals are not kept, bred or raised for commercial purposes.
2. No owner or tenant may maintain any aquarium or other container that contains or can hold more than 30 gallons of water.
3. No livestock or poultry shall be kept, maintained, or bred in any Residential Unit or elsewhere within the Project.
4. Domestic reptiles, birds, and fish (subject to the 30 gallon restriction noted above) shall be permitted so long as such animals are kept in the interior of a Residential Unit and are (a) kept as household pets, (b) are not so excessively noisy as to disturb the quiet enjoyment by each Owner of his or her Residential Unit, (c) are not kept, bred or raised for commercial purposes or, as determined by the Board, in unreasonable numbers, and (d) do not constitute a nuisance or threat to the personal safety of other Owners and their Invitees in the Project.
5. 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.
6. Each person bringing or keeping a pet within the Project shall be absolutely liable to other Owners and their invited guests 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 or invited guests and it shall be the duty and responsibility of each such Owner to 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.
7. 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.
8. UNCONTROLLED ANIMALS in the common area are subject to be turned over to the Humane Society and/or the owner of the pet will be subject to a fine levied by the Association.

9. Pet owners must control their pets at all times so as to not destroy, ruin or otherwise damage planted areas, trees, shrubbery or other landscaped areas on the property.
10. All pet owners shall be responsible for a pet's nuisance and noise disturbance. Dogs are not to bark unnecessarily or incessantly.
11. It shall be the duty and responsibility of each such Owner to clean up after such animals that have deposited droppings on or otherwise used any portion of the Common Area or any public street abutting or visible from the Property and properly dispose of any animal waste.

DELIVERIES

The Homeowners Association provides a service where by parcels delivered by UPS, Federal Express, the U.S. Postal Service and others that cannot fit in the mailbox may be accepted and held at the Concierge Desk for resident pickup. The Concierge will contact a resident by phone and/or e-mail the day of delivery.

The Association and its management can not be held responsible for any parcels accepted under this arrangement. If a resident would not like the Association to perform this service on their behalf, they should inform the General Manager in writing. In this event, residents must be home to accept deliveries or make alternative arrangements. Deliveries may not be left at the front door of a unit. **Modified on 1/24/06.**

SOLICITING

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

INSURANCE

Each Owner shall maintain property insurance against losses to personal property located within the Unit and to any upgrades or Improvements located within the Unit and liability insurance against any liability resulting from any injury or damage occurring within the Unit. The Association's insurance policies will not provide coverage against any of the foregoing. All Owners hereby waive all rights of subrogation against the Association, and any insurance maintained by an Owner must contain a waiver of subrogation rights by the insurer as to the Association provided, however, that a failure or inability of an Owner to obtain such a waiver shall not defeat or impair the waiver of subrogation rights between the Owners and the Association. No Owner shall separately insure any property covered by the Association's property insurance policy as described above. If any Owner violates this provision and, as a result, there is a diminution in insurance proceeds otherwise payable to the Association, the Owner will be liable to the Association to the extent of the diminution. The Association may levy a reimbursement assessment against the Owner's Condominium to collect the amount of the diminution.

MOVING AND FURNITURE MOVES

1. When moving in or out, residents must coordinate their schedules and book the Loading Dock with the General Manager and/or Concierge at least one (1) week in advance. It is preferred that moves will be scheduled Monday through Friday between 8:00 A.M. and 9:00 P.M. No moves may occur between the hours of 9:00 PM and 8:00 A.M. Saturdays and Sundays are reserved for the quiet enjoyment of our Residents. No moves will be scheduled on the weekend without prior approval of the General Manager.
2. Prior to any move, those residents utilizing a moving company shall have that company provide management with a certificate of insurance for workers' compensation and liability insurance with minimum limits of

\$1,000,000.00, naming The Sierra at Jack London Square Owners Association as additionally insured. A pre-approved vendor list is available from the General Manager. If a resident is not utilizing a moving company, a one day insurance rider must be provided.

3. All floor areas are to be protected with carpet runners from the elevator to the unit during the move. Elevator pads are available through The Sierra. The protective coverings must be removed and the floor cleaned by 9:00 P.M.
4. You or your moving company must ensure the elevator is padded at all times during moving. Unloading from anywhere other than the loading dock is prohibited. Leaving building entrances open and unattended is prohibited.
5. You or your moving company must dispose of all accumulated trash and debris by 9:00pm each day. It is recommended that all cardboard be flattened and placed in the recycling bins located in the dumpster area. Cardboard is not to be placed in the trash chutes.

ELEVATOR USE

1. Please do not play with the elevator stop switches. The elevators have been electronically programmed to provide the most efficient service under normal conditions. Holding open elevator doors, pressing order buttons and corridor buttons unnecessarily will cause the service to be less efficient.
2. If the elevator stops unexplainably and stalls, **REMAIN CALM!** Use the phone provided in the elevator to notify the Concierge Staff, or the Building Superintendent. Emergency personnel will come as soon as possible to let you out.
3. Guests under school age are not permitted to ride the elevators unless accompanied by an adult. Parents should emphasize to their children that elevator abuse will not be tolerated.

TRASH DISPOSAL

1. Trash, garbage or other waste shall be kept only in sanitary containers. No Owner shall permit or cause any trash or refuse to be kept on any portion of the community properties or exclusive use common areas other than in the receptacles customarily used for it and located only in places specifically designated for such purpose.
2. Please notify the Building Superintendent of any oversized articles requiring removal.

CHRISTMAS TREE DISPOSAL

Only fire retardant Christmas trees are permitted as requested by the Fire Department. The Building Superintendent and/or Concierge should be contacted to assist in the removal of your tree after the holiday season.

RENTAL OF RESIDENTIAL CONDOMINIUMS

An Owner shall be entitled to rent the Owner's entire Condominium (but not a portion thereof) subject to the following guidelines:

1. All Owners who rent their Condominiums shall submit names and contact numbers for their tenants to the management company for the Project.

2. Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Project Documents and shall provide that any failure to comply with any provision of the Declaration or the Project Documents shall be a default under the terms of the lease agreement.
3. A copy of the Governing Documents and Project Handbook shall be provided by the Owner to each tenant or lessee
4. The Owners shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of this Declaration pursuant to the occupancy and use of the Condominium.
5. 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.
6. No Owner may lease a Condominium situated thereon for hotel, motel or transient purposes or any other purpose inconsistent with the provisions of this Declaration.
7. Use privileges for amenities and common area transfer to the lessee or tenant. Owner shall have no personal use privileges upon leasing out the unit.

REAL ESTATE BROKER / AGENT RULES

1. Owners of residential units must notify Building Management that the residence has been listed for sale or lease. In such case, the Owner shall complete the Listing Broker / Agent Entry Authorization Form, (See forms at end of this document) identifying listing broker / agent. The Owner is to instruct broker / agent to contact The Sierra at Jack London Square Owners for Broker / Agent Rules.
2. The listing broker / agent will be provided a temporary limited access key fob if authorized by the Owner.
3. Units shall be shown by appointment only with access provided to the showing broker / agent by the Listing broker / agent or Owner.
4. Broker / agent is not to loiter in lobby or wander through The Sierra at Jack London Square common areas. Broker / agent's sole purpose shall be to show a specific property at The Sierra at Jack London Square.
5. Homeowner or broker / agent shall not give keys or key cards to future owners until the close of escrow.
6. Broker / agent and potential buyer shall park in the Resident Visitor parking spaces only.
7. No open house signs, flags, banners, etc., shall be displayed on any residential condominium unit and / or common area of The Sierra at Jack London Square.
8. Broker/agent previews may be arranged through the Concierge. Broker / agent previews must be arranged at least twenty-four (24) hours in advance. There shall be no open houses.

MEDIA CENTER/ CONFERENCE ROOM RESERVATION GUIDELINES

Owners and residents may reserve the Conference Rooms and Media Center for private event. The pool area is NOT included in the reservation and is to remain available to residents. The Media Center can comfortably accommodate up to 12 persons; the Conference Rooms 15 persons each. A security guard is required for functions over 20 people. The Conference Rooms and Media Center do not have kitchen or bathroom facilities.

Events may begin any time after 9 a.m., but must end no later than 10pm, which is to include clean-up time. Clean up and trash removal is the responsibility of the owner making the reservation. Clean up must be completed

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

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

Guests must park off site. A list of guests may be given to the Concierge Desk prior to the even to make it easier for them to enter the building.

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

A refundable check, made payable to The Sierra at Jack London Square Owners Association in the amount applicable to the number of guests, must accompany this reservation form for the media center with a self-addressed envelope as follows:

	<u>Refundable Deposit Fee (Media Center Only)</u>	<u>Guard</u>
0 to 10 guests	\$100	
11 to 20 guests	\$250	Recommended
21 to 30 guests	\$500	Required

The deposit will be returned a week following the event, less any charges for damage, cleaning and/or vandalism and any costs associated to quiet the party down. The Association representatives will have the final determination of the condition and return of the deposit.

GOVERNING DOCUMENT ENFORCEMENT AND PENALTY SCHEDULE

1. It is the Association’s objective to ensure that property improvements and membership activities shall be directed toward the positive enhancement and character of The Sierra, the quiet enjoyment thereof, and the general welfare of the community. It is recognized that cooperation and support of Owners is essential to achieving this objective. Therefore, the Association shall promote and seek voluntary compliance of the Governing Documents. The term “Owner” shall also mean Resident(s).
2. If an Owner witnesses a perceived infraction, a written complaint must be filed with The General Manager. Complaints must be submitted via e-mail or via a complaint form which are available at the front desk or on The Sierra’s website.
3. In the event of a perceived infraction, the Owner shall be notified in writing describing the infraction, referencing the applicable Governing Document, and including a specific time to abate the infraction. Depending on the type and/or severity of the infraction, the notification may include a fine and/or suspension of privileges at the discretion of the General Manager.. No fines and/or suspensions shall be imposed less than (15) days following the written notification of the infraction. Additionally, before the Board imposes a suspension of privileges or impose a monetary penalty, the aggrieved Owner can request an opportunity to be heard by the Board, via a hearing or in writing, not less than five

(5) days before the date of the suspension of privileges or imposition of monetary penalty is to take effect. If the aggrieved owner chooses to be heard by the Board, a request in writing must be submitted to the General Manager. If the infraction continues and additional enforcement becomes necessary, a **“NOTICE OF NONCOMPLIANCE”** shall be issued and additional penalties may apply. Based on the circumstances, immediate abatement may be required.*

4. An Owner’s appeal of a Notice of Noncompliance, or failure to abate the infraction, shall cause issuance of **“NOTICE OF HEARING”** with the Board. The Notice of Hearing shall include the date, time, and place for the hearing and shall give no less than fifteen (15) days advance notice of the hearing date. The hearing shall be held whether or not the Owner attends. In the event of emergency or serious circumstances, the Board may take immediate action as deemed necessary and then subsequently provide Notice of Hearing. All expenses incurred due to such Board action shall be added to the Owner’s assessment account as a Reimbursement Assessment.
5. At the hearing the Owner shall have the opportunity to explain the circumstances related to the infraction, present oral or written testimony and/or witnesses, and cross-examine others that may testify. Following review, the Board shall determine if an infraction has occurred, and if fines and/or suspension of privileges and/or separate additional reimbursements for damages and Association expenses shall apply. The Board may impose fines and reimbursements even if the infraction has been abated. The Board’s decision shall be final and Owner notified in writing.
6. **Penalties shall not exceed the schedule shown below and shall be effective no less than fifteen days following assessment. The Board shall determine the level category of a penalty.**

First Level ~ May include storing items in common areas, improper trash disposal, etc.

First Month	-	\$ 50.00
Second Month	-	\$100.00
Third Month	-	\$200.00
Fourth Month	-	Legal action and \$200 per month until the action is

resolved.

Second Level ~ May include smoking in common areas, noise disturbances, etc.

First Month	-	\$100.00
Second Month	-	\$200.00
Third Month	-	\$400.00
Fourth Month	-	Legal action and \$400 per month until the action is

resolved.

Third Level ~ May include acts or threats of violence, property damage, etc.

First Month	-	\$1,000.00
Second Month	-	\$1,500.00
Third Month	-	\$2,000.00
Fourth Month	-	Legal action and \$2,000 per month until the action is

resolved.

Suspension of Privileges

- ❖ Voting Rights
- ❖ Restricted use of amenities
- ❖ Pool
- ❖ Sauna
- ❖ Media Room
- ❖ Conference Rooms
- ❖ Gym
- ❖ Terraces

Reimbursements, expenses, and rental/lease violations – to be determined by the Board

7. Fines and other expenses shall be payable to "The Sierra at Jack London Square Association" and shall be due when levied. If not paid within ten (10) days after notification, the amount shall be added to the Owner's assessment account as a Reimbursement Assessment. If Owner's account is delinquent for more than ninety (90) days, the Board shall take available collection measures. Collection expenses shall also be considered a Reimbursement Assessment.

* For further information, please refer to Article 4.3, section b, paragraph ii.

PROCEDURE FOR RESIDENTIAL OWNER HEARINGS

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

Procedure:

1. You will be introduced to the Board of Directors and other association representatives.
2. The acting chairperson will summarize the reason for your invitation to the hearing.
3. You may present written or oral evidence to state your position.
4. The requirements of the Association's Governing Documents will be reviewed for clarification of issues.
5. The Board may ask you questions.
6. You may ask the Board questions and make a final statement.
7. The Board appreciates your participation in the foregoing. The Board will deliberate and vote in closed session.
8. You will be notified of the Board's decision, in writing, within ten business days.

FORMS AND ATTACHMENTS

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

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

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

Media Center/Conference Room Reservation Form – Complete this form and forward it to Concierge or fax it to the Management Office.

Resident Building Access Information Form (NEW) – New residential owners should complete this form providing information to the Concierge and Building Superintendent that they may use to contact you in event of emergency. This form is also used to document your tenants, your vehicles and approved guests.

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

Voting And Election Rules – These election rules adopted by the Board Of Directors will govern the voting process for member votes and elections.

**THE SIERRA AT JACK LONDON SQUARE OWNERS ASSOCIATION
RULES AND VIOLATION REPORT**

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

REPORT FILED BY:

Name: _____

Name: _____

Address: _____

Address: _____

Unit #: _____

Unit #: _____

Phone: _____ Date: _____

Phone: _____ Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Address: _____

Address: _____

Unit #: _____

Unit #: _____

Phone: _____ Date: _____

Phone: _____ Date: _____

Signature: _____

Signature: _____

VIOLATION INFORMATION:

Name: _____ Address / Unit #: _____
(Alleged violator's name)

Description of alleged violation: _____

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

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

How often does the alleged violation occur? _____

Listing Broker/Agent Entry Authorization Form

Date: _____

Residential Owner Information:

Name: _____

Address: _____

Unit #: _____

Home Phone #: _____ e-mail: _____

Business #: _____

Other: _____

Broker/Agent Information:

Office Name: _____

Address: _____

Phone #: _____

Listing Agent Name: _____

Phone #: _____ Pager #: _____

Additional Information:

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

Showing Instructions: _____

Authorized By: _____

Owner Signature

THE SIERRA AT JACK LONDON SQUARE OWNERS ASSOCIATION
MEDIA CENTER/ CONFERENCE ROOM RESERVATION FORM

Facility Requested For Reservation: (check one)

Media Center [] Conference Room(s) []

Date Requested: _____ Day of the Week: _____

Type of Event: _____

Residential Owner's Name: _____ Unit #: _____

Residential Owner's Address: _____

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

E-mail: _____

Tenant's Name (if applicable): _____

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

Property Address: _____

Music: o Yes o No If Yes, Type: _____

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

Number of Guests: _____ Caterers: o Yes o No

Deposit Amount Required: _____ Security Guard: o Yes o No

Date Deposit Received: _____

Insurance Certificate Received: _____

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

Owner's Signature: _____ Date: _____

POST EVENT INSPECTION

(Office Use Only)

No Damage: _____

Damage Consists of: _____

Needs Cleaning: _____

Fees or Fines: _____ Comments: _____

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

**THE SIERRA AT JACK LONDON SQUARE OWNERS ASSOCIATION
RESIDENTIAL OWNER BUILDING ACCESS INFORMATION FORM
(NEW RESIDENTS)**

DATE SUBMITTED _____

PROPERTY ADDRESS _____
UNIT NO. _____

RESIDENTIAL OWNER (S)
NAME: _____

TENANT (S)
NAME: _____

ADDRESS: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: () _____ HOME

TELEPHONE: () _____ HOME

() _____ WORK

() _____ WORK

() _____ CELL

() _____ CELL

E-MAIL _____

E-MAIL _____

DRIVERS LICENSE: _____
State Number

DRIVERS LICENSE: _____
State Number

DRIVERS LICENSE: _____
State Number

DRIVERS LICENSE: _____
State Number

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

VEHICLE IDENTIFICATION:

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

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

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

PERMANENT GUESTS:

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

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

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

CONCIERGE AUTHORIZED TO CALL: _____ A.M. TO _____ P.M. _____ Day(s) of the Week

THE SIERRA AT JACK LONDON SQUARE OWNERS ASSOCIATION

NAME: _____ UNIT # _____

RESIDENTIAL OWNER BUILDING ACCESS INFORMATION
CHANGE OF INFORMATION FORM

PROPERTY ADDRESS _____

DATE SUBMITTED _____

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

BILLING ADDRESS: _____

TENANT (S) NAME: _____

CITY: _____ STATE: _____ ZIP: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: () _____ HOME

TELEPHONE: () _____ HOME

() _____ WORK

() _____ WORK

() _____ CELL

() _____ CELL

E-MAIL _____

E-MAIL _____

DRIVERS LICENSE: _____

DRIVERS LICENSE: _____

State Number

State Number

DRIVERS LICENSE: _____

DRIVERS LICENSE: _____

State Number

State Number

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

VEHICLE IDENTIFICATION:

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

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

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

PERMANENT GUESTS:

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

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

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

CONCIERGE AUTHORIZED TO CALL: _____ A.M. TO _____ P.M. _____ Day(s) of the Week

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

_____	_____	_____
_____	_____	_____
_____	_____	_____

Owner Signature _____ Date _____

Voting and Election Rules

These Voting and Election Rules were adopted by the board on November 28th, 2006, and are intended to comply with the requirements of Civil Code section 1363.03(a). These Rules shall be effective on the date of adoption, shall supersede any other voting rules of the association, and shall remain in effect until modified by the board.

Article 1 MEDIA

1.1 Access to Association Media – Candidates for the Board. The board may but is not required to make association media (i.e., posting on the association’s official bulletin board/notice board/kiosk, or official website, publication in the association newsletter or newspaper, or other notices mailed or delivered by the association to the owners or the Units) available to qualified candidates running for election to the board for purposes that are reasonably related to the election in which that candidate is running. If the board allows any candidate access to association media, then all qualified candidates shall be allowed access to the same media.

1.2 Access to Association Media – Other Matters. If the board utilizes association media to advocate a point of view on any matter (other than election of directors) that requires member approval, or allows any member access to association media for that purpose, then all members advocating a different point of view shall be allowed equal access to the same media. The board shall not be required to allow access to more than one member advocating the same point of view.

1.3 “Equal Access”. “Equal access” shall mean publication of written statements not to exceed a predetermined number of words. The board shall not edit or redact any statement, but shall not be required to publish any statement that exceeds the predetermined length restrictions.

1.4 Responsibility for Content. All statements published in association media pursuant to the “equal access” rules must identify the author or proponent. No anonymous statements will be permitted. The author and/or proponent of any statement or point of view shall be solely responsible and liable for the content of their statements. The association shall not be responsible or liable for the content of any statement published pursuant to the “equal access” rules. Statements on behalf of candidates for election to the board shall be limited to personal statements by the candidate concerning the candidate’s qualifications to serve on the board.

Article 2 MEETING SPACE

2.1 Access to Common Area Meeting Space – Campaigning by Candidates for the Board. The board shall ensure that during a campaign all qualified candidates for election to the board are given access to common area meeting space, at no cost, for purposes reasonably related to their campaigns.

2.2 Access to Common Area Meeting Space – Other Matters. Whenever the board places a matter before the members which requires member approval, the board shall ensure that members advocating a point of view on the matter are given access to common area meeting space, at no cost, for purposes reasonably related to advocating their point of view, whether or not they agree with the point of view advocated by the board on the matter at issue.

Article 3 VOTING BY SECRET BALLOTS

All voting by the members shall be conducted by secret ballot using a “double envelope system” as described in Civil Code section 1363.03(e). The ballot and envelopes shall be mailed or delivered to the members entitled to vote in the vote or election.

Article 4 INSPECTORS OF ELECTION

4.1 Appointment of Inspectors. Whenever there is a membership vote or election, the board shall appoint one or three inspectors of election.

4.2 Qualification of Inspectors of Election. Inspectors may be any persons the board reasonably believes to be independent with respect to the matter or matters being voted on and may include the association’s manager, accountant, or

legal counsel or members of the association, but may not be a member of the board or a candidate for election to the board or a family member of a current member of the board or of a candidate.

4.3 Indemnification of Inspectors: Liability Insurance. Inspectors of election shall be deemed to be agents of the association for purposes of Corporations Code section 7237 and shall be entitled to indemnification by the association to the fullest extent provided by law. As provided in Corporations Code section 7237(i), the association shall have the power to purchase and maintain insurance on behalf of any agent of the association against any liability asserted against or incurred by the agent in his or her capacity as an agent of the association or arising out of the agent’s status as such, whether or not the association would have the power to indemnify the agent against such liability under the provisions of Corporations Code section 7237.

Article 5 **CANDIDATES FOR THE BOARD**

5.1 Qualifications of Candidates. Candidates for the board must be members (Bylaws Section 5.3) in good standing who have not been declared of unsound mind by a final order of court or been convicted of a felony (Corporations Code section 7221(a)). Members must also complete a Nomination Form provided by the board, attached as Exhibit A. By signing the form the member agrees to the conditions set forth on the form. If the candidate crosses out or edits any portion of the agreement, or does not sign the form, the member is not eligible to run as a candidate for the board. “Member” means a person who holds legal title to the property (i.e., is named in the deed for the property).

5.2 Nominations. The board shall publish or post a notice recruiting candidates for the board and state the deadline for receipt of nominations. Any member who satisfies the qualifications may place his or her name in nomination for the board by giving written notice to the board before the published deadline for receiving nominations. In addition, the board may recruit qualified candidates and/or may appoint a nominating committee to nominate qualified candidates.

Article 6 **MEMBER VOTING RIGHTS**

6.1 Qualification for Voting. Only members in good standing shall be allowed to vote. A member shall be deemed to be in good standing unless, after notice to the member and an opportunity for hearing, the board has found the member to be not in good standing and has so notified the member in accordance with Civil Code section 1363(h). As long as any co-owner of a Unit is not in good standing, no vote shall be permitted for the Unit.

6.2 Voting Power of Each Membership. Only one vote shall be cast for each Unit. Once a ballot is received by the inspector of election, it may not be rescinded. Cumulative voting is not permitted in the election of directors.

6.3 Proxies. In any election or vote of the members conducted by the association, only official ballots issued by the association shall be counted as votes. Proxies are not ballots and are not valid as votes in any election or vote conducted by the association.

Architectural Guidelines For Residential and Commercial Owners

INTRODUCTION

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

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

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

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

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

SUBMISSION PROCEDURE AND REQUIREMENTS

- 1) All requests (“Requests”) for Architectural Committee approval are to be made on the standard The Sierra at Jack London Square Home Improvement Form (Exhibit A).
- 2) Submission of Requests: All Requests are to be made to The Sierra at Jack London Square Architectural Committee, c/o General Manager, 311 Oak Street, Oakland, CA 94607.
- 3) Reasonable Fees: The Architectural Committee shall have the right to establish a fee for the review and approval of Plans and Specifications which must be submitted to the Architectural Committee pursuant to the provisions of the Declaration. The Architectural Committee may also require an Owner to pay any fees, costs or expenses associated with the review and approval of the Owner's Plans and Specifications by an Outside Consultant or any costs associated with the review of the Plans and Specifications by any architect on the Architectural Committee.

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

- 4) Construction Drawings: Plans and specifications for works of improvement must be prepared in accordance with the applicable building codes, and with sufficient clarity and completeness to enable the Committee to make an informed decision on your request.
- 5) Information related to any plan to temporarily disconnect for any reason the unit's fire monitoring system (shut-off of sprinkler system is included). The Owner must post a 24-hour/day-fire watch during any disconnection. This must be a security employee of the building, and the Owner must pay all expenses (including overtime) when using the employee.
- 6) Submission of Plans: Please forward three (3) sets of your proposed plans and specifications, together with the standard Home Improvement Form (Exhibit A), Adjacent, and Impacted Neighbor Statement (Exhibit B) along with the following information to the Architectural Committee to constitute a complete Application. Please mail this information to the address noted above in Item #2. One (1) set will be returned to you after completion of the review.

FAILURE TO COMPLY WITH REQUIRED PROCEDURES

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

SCOPE OF REVIEW

The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration or addition, solely on the basis of the considerations set forth in Article 9.8 of the CC&R's. The Architectural Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

FINAL APPROVAL BY ARCHITECTURAL COMMITTEE

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

APPEAL

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

ENFORCEMENT

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

DILIGENCE IN CONSTRUCTION

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

INSPECTION OF WORK

The Architectural Committee or its duly authorized representative may enter into any Unit, from time to time, as provided below during the course of construction or installation of any Improvements for the purpose of inspecting such construction and/or installation. If the Architectural Committee determines that such construction and/or installation is not being done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner of the subject Unit of such non-compliance. The Architectural Committee may not enter into a Unit without obtaining the prior permission of the Owner or occupant of such Unit; provided, however, that such permission shall not be unreasonably withheld and shall be given for entry by the Architectural Committee during the daylight hours within forty-eight (48) hours of the request for entry.

NOTICE OF COMPLETION

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

Within ninety (90) days thereafter, the Architectural Committee, or its duly authorized representative, shall have the right to enter into Unit to inspect such Improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved Plans and Specifications. If the Architectural Committee finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner in writing of such non-compliance within such thirty (30) day period, specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance.

If, upon the expiration of thirty (30) days from the date of such notification, the Owner shall have failed to remedy such non-compliance, the Architectural Committee shall notify the Board in writing of such failure. After affording such Owner Notice and Hearing, the Board shall determine whether there is a non-compliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If non-compliance exists, the Board shall require the Owner to remedy or remove the same within a period of not more than thirty (30) days from the date of the Board ruling. If the Owner does not comply with the Board ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board, at its option, may either remove the non-complying Improvement or remedy the non-compliance and the Owner shall reimburse the Association for all expenses incurred in connection therewith upon demand. If the Owner does not promptly repay such expenses to the Association, the Board shall levy an Enforcement Assessment against such Owner for reimbursement.

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

ESTOPPEL CERTIFICATE

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

VARIANCE

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

COMBINING UNITS / STRUCTURAL ALTERATIONS

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

FIRE MONITORING SYSTEM / SPRINKLER SYSTEM

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

INSIDE AND OUTSIDE INSTALLATIONS

1. No balcony, patio or deck covers, wiring, or installation of air conditioning, water softeners, or other machines shall be installed on the exterior of the Condominiums or within any other portion of the Condominium or be allowed to protrude through the walls or roofs of the buildings (with the exception of those items installed during the original construction of the Project), unless the prior written approvals have been obtained.
2. All authorized improvements installed or constructed by an Owner within the Project must be completed in accordance with applicable laws, including, but not limited to, the laws, building codes, regulations and ordinances of the City.
3. Except as permitted in the CC&Rs, no structural alterations to the interior of or Common Area surrounding any Unit shall be made and no plumbing, electrical or other work which would result in the penetration of the unfinished surfaces of the ceilings, walls or floors shall be performed by any Owner without the prior written consent of the Architectural Committee.

INTERIOR DECORATING

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

USE OF EXCLUSIVE USE AREAS

1. Improvements including, without limitation, plants, fountains and other landscaping features within the Exclusive Use Patio Area, Exclusive Use Balcony Area and/or Exclusive Use Deck Area shall be subject to the Project Handbook and the Architectural Guidelines and any Improvements within such areas shall require the approval of the Architectural Committee.
2. Unless installed by Declarant, no vegetation shall be permitted to extend beyond the railings, fences, walls and/or other boundaries of the Exclusive Use Balcony Area, Exclusive Use Patio Area or Exclusive Use Deck Area, except as approved by the Architectural Committee.
3. No Owner shall change or alter the surface of any Exclusive Use Patio Area, Exclusive Use Deck Area or Exclusive Use Balcony Area without the consent of the Architectural Committee.

WINDOW COVERINGS

1. To enhance the appearance of the building, curtains, drapes, shutters, blinds, and other window materials subject to view from the exterior shall be restricted as to the color of the side exposed to the exterior. Only window coverings and materials, which have a white, off-white or beige color and tone are allowed and approved.
2. Aluminum foils or other reflective materials, bed sheets, papers, and the like may not be applied to windows, at any time.
3. No exterior screens are permitted except for sliding glass doors with approved screen doors subject to the approval of the Architectural Committee.
4. The unit owner is responsible for the care and maintenance of these window coverings. Drapes, curtains, shutters, blinds and other window materials must be kept in good condition. The Association can compel the unit owner to replace shabby and torn materials exposed to the exterior.
5. Window tinting and coverings shall be subject to the approval of the Architectural Committee.
6. Except as specifically provided above, no Temporary Window Coverings shall be used to cover any door or window of any Residence. The portion of any window coverings (including Temporary Window Coverings) which is visible from the exterior shall be of a neutral color harmonious with and not conflict with the color scheme of the exterior wall surface of the Residential Condominium. Window tinting and coverings shall be subject to the approval of the Architectural Committee.

SIGNAGE – COMMERCIAL

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

SIGNAGE – RESIDENTIAL

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

1. Such signs as may be required by legal proceedings
2. Residential identification signs, subject to the approval of the Architectural Committee as to suitability
3. Job identification signs during the time of construction of any portion of the Project by Declarant
4. Signs used by Declarant for the purpose of developing, improving and selling Condominiums

EXTERIOR LIGHTING

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

SOLAR ENERGY SYSTEMS

Any Owner proposing to install or use a solar energy system, as defined in California Civil Code Section 801.5, shall be subject to the same review and approval process as any owner proposing to construct any Improvements or other actions requiring the approval of the Architectural Committee pursuant to this Declaration. However, only reasonable restrictions on the installation and use of a solar energy system shall be permitted. Reasonable restrictions on a solar energy system are those restrictions which do not significantly increase the cost of the system or significantly affect sufficiency or specified performance, or which allow for an alternative system of comparable costs, efficiency, and energy conservation benefits.

DRAINAGE

1. There shall be no interference with the established drainage pattern over the Property, unless an adequate alternative provision is made for proper drainage with the prior written approval of the Architectural Committee. For the purpose hereof, "established" drainage in any Phase is defined as the drainage, which exists at the time of the first close of escrow for the sale of a Condominium in such Phase, or that, which is shown on any plans approved by the Architectural Committee.
2. Except for the periodic cleaning of the drains by the Association each Owner shall have the duty and obligation to maintain the drainage situated within any Exclusive Use Patio Area, Exclusive Use Balcony Area and/or Exclusive Use Deck Area free of debris and any other material which may impede the flow of water. If such Owner fails to maintain such drainage and, as a result, imminent danger or damage to person or property may result to the other Owners, then the Association shall have the right of access onto such area for the purpose of clearing debris and other material so as to not impede the flow of water.

ANTENNAE AND SATELLITE DISHES

No television or radio poles, antennae, satellite dishes, or technological evolutions of the foregoing, or other external fixtures shall be installed without the prior written approval of the Board of Directors or duly appointed Architectural Committee. The application process is as follows:

1. The Owner must submit an application and notice to the Architectural Committee prior to the installation of the Antenna.
2. The Owner must obtain approval of the Architectural Committee for the installation of the Antenna. The application for approval of an Antenna shall be processed by the Architectural Committee in the same manner as any other architectural modification within the Project, subject to the requirements of California Civil Code Section 1376 U.S.C. Section 207 or any successor statutes or law.
3. No wiring insulation, air-conditioning, or other machinery or equipment other than that originally installed by Declarant or approved by the Architectural Committee, and their replacements shall be constructed, erected or maintained on or within the Common Area and the Association Property including any structures on it.

VIBRATIONS

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

BALCONIES AND WINDOW LEDGES

1. Sunshades, awnings or screens may not be used on the residence exterior windows or over balconies of residence patios. A rug, towels, mops or clothing shall not be draped over balcony. No permanent rug or carpeting may be placed on or attached to these balcony areas.
2. The care and maintenance of the balcony decking area and balcony railings is the responsibility of each individual owner. Care must be taken to prevent irrigation and cleaning water and detergents from running and dripping over the edges of the balcony area onto the balconies below. Make sure potted plants have appropriate catch basins underneath them.
3. Children and persons in need of supervision must be monitored while on these balcony areas and must not be allowed to climb or stand on the railings.
4. To keep uniformity, the Architectural Request Form must be completed and approved prior to installation of any window tinting products.
5. The balconies and patios of the Units shall be used as an outdoor living area, containing patio furniture, potted plants and other similar outdoor furnishings, which comply with the standards governing the appearance of such items (including without limitations, size, materials, color and fabric). The balconies and patios shall not be used for storage of any type, include without limitation, boxes, tools, exercise and sports equipment, bicycles, cleaning utensils and supplies or other household items. The balconies and patios shall be maintained in clean, neat and sanitary conditions at all times and nothing shall be placed on the balconies so as to render them unsightly or offensive to the other Owners or to any other property in the vicinity of the Project or its occupants.
6. The pre-approved design standard for balcony surface coverings are Paolope Wood. Any modifications require pre-approval by the Architectural Committee.

DAMAGE OR DESTRUCTION TO A RESIDENTIAL UNIT

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

CONTRACTOR / SUBCONTRACTOR GUIDELINES

1. Any damage caused by Contractors / Sub-Contractors to common areas or adjacent units by the improvement is the resident's responsibility. Any damage must be reported immediately to the Association office along with a schedule of repairs. If the damage is not repaired in a timely manner the Association will make the repairs and charge the owner. The owner will be held liable for the actions of his/her contractors and/or workmen.
2. All floor areas are to be protected with carpet runners from the elevator to the unit. The protective coverings must be removed and the floor cleaned by 5:00 P.M. each day. If this is not done, the owner is subject to a \$100 fine per violation, plus the cost of cleaning.
3. Contractors must carry all trash and debris off-site on a daily basis. The trash rooms on each floor may not be used for disposing of debris. There will be a \$100.00 fine per violation. There is a possibility that you can make arrangements for an extra trash bin. Please contact the Building Superintendent for further details.
4. Working and move in and out hours are limited to Monday through Friday, 8:00 a.m. to 5:00 p.m. There will be a \$100.00 fine if work continues past 5:00 P.M. No work or move in and outs is allowed on Saturday or Sunday or on the following holidays: Christmas Day, New Year's Day, Labor Day, Memorial Day, Thanksgiving, 4th of July, Passover, Rosh Hashanah, Yom Kippur, Easter or Chanukah.

5. Contractors must park vehicles on the surrounding streets only. Please no double parking or obstructing driveways or walkways.
6. Owners agree to hold The Sierra at Jack London Square Owners Association harmless against liability for; (a) injury to, death of, or damage to property of third persons to the extent caused by the owner, General Contractor, Designer or any of their agents or employees, and (b) mechanics liens on the common area arising out of or resulting from the work.
7. Workers are not allowed to bring their pets on site and will be denied entry if they have a pet with them. Workers are also prohibited from creating nuisance noise unrelated to the construction work. Workers are also prohibited from eating meals or taking breaks on the grounds in the common areas. (\$100.00 per violation).
8. The owner may select any general contractor he chooses or act as the general contractor himself and hire sub-contractors. All contractors must be licensed in the State of California and must have Workmen's Compensation Insurance, General Liability and Property Damage Insurance, Certificates of Insurance in amounts no less than One Million. Certificates of Insurance must be presented to the office and no work will be allowed until the certificates are submitted. The Association needs to be named as an additional insured on these Certificates of Insurance.
9. The Association has the right to stop any work that is in violation of these regulations, creating a fire or safety hazard or interfering with activities in common areas.
10. Contractors must use their own equipment. No equipment or tools, which are the property of The Sierra at Jack London Square, are to be used at any time.
11. The front door of the unit must be kept closed during construction in order to contain dust, dirt, noise, paint fumes, etc. Failure to keep the door closed will result in a \$100 fine per occurrence. Arrangement with the engineering office needs to be made in order to cover and protect smoke detectors located in the common area corridors adjacent to the unit.
12. All workmen must wear shoes, pants or shorts and shirts in the building at all times.
13. All workmen must check-in with the Building Superintendent and/or Concierge upon arriving and leaving.
14. There is no availability for exclusive use of the elevator.
15. No workman may use the power from the hallway.

**EXHIBIT A
THE SIERRA AT JACK LONDON SQUARE OWNERS ASSOCIATION
REQUEST FOR ARCHITECTURAL APPROVAL**

Dear Owner,

Please fill out this request in triplicate, including all pertinent information regarding the proposed improvement. Submit your request (all three copies) to the Architectural Committee. An approved copy will be returned to you, the Architectural Committee will retain one copy, and one copy will be filed with the Board of Directors. This approval does not relieve applicant from obtaining the necessary building permits from governmental agencies involved.

Homeowner Name: _____ Date of Request: _____

Address: _____ Unit #: _____

Work Phone: _____ Home Phone: _____

Description of Improvement: _____

Items Attached: Plot: _____ Rendering: _____ Cross Section: _____ Photo: _____

ARCHITECTURAL COMMITTEE

Date Received: _____ Approved: _____ Disapproved: _____

Conditions of Approval/or Reason for Disapproval: _____

Date: _____ Signature: _____

APPEAL REQUEST TO BOARD OF DIRECTORS

Request the Architectural Committee to place you on the agenda of the next Board meeting.

Approved: _____ Disapproved: _____ Reason for Approval of Disapproval: _____

Date: _____ Signature: _____

EXHIBIT B

THE SIERRA AT JACK LONDON SQUARE OWNERS ASSOCIATION

FACING, ADJACENT AND IMPACTED NEIGHBOR STATEMENT

FACING NEIGHBOR:

Name	Address	Signature	Date
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ADJACENT NEIGHBOR:

Name	Address	Signature	Date
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ADJACENT NEIGHBOR:

Name	Address	Signature	Date
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IMPACTED NEIGHBOR:

Name	Address	Signature	Date
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SUBMITTED BY:

Name: _____ Home Phone: _____

Address: _____ Work Phone: _____

The attached plans were made available to the above neighbors for review. They have been notified that I am submitting these plans for ARC approval.

Signature of Owner(s): _____ Date: _____

EXHIBIT C

THE SIERRA AT JACK LONDON SQUARE OWNERS ASSOCIATION

NOTICE OF COMPLETION

Name: _____ Home Phone: _____

Address: _____ Work Phone: _____

On the _____ day of _____, 20 ____, the Improvement(s) on the described property was (were) COMPLETED in accordance with the plans and submittal package which was approved by the Architectural Committee.

The completed improvement(s) is(are):

Signature of Owner: _____ Date: _____

Mailing Address: _____

