

**VENTURE COMMERCE CENTER****EASTLAKE****RULES AND REGULATIONS**

The following are the Rules and Regulations for the Venture Commerce Center - Eastlake Condominium Association. The Rules and Regulations were adopted and approved by the Board of Directors initially on November 29, 2007 in accordance with the Association's CC&R's and By-Laws. The current version was adopted on June 15, 2022.

**RULES & REGULATIONS:**

1. **CANNIBIS.** The following is prohibited anywhere within the Venture Commerce Center – Eastlake Condominium Project: Storage, transport, purchase, sale, distribution, growing, manufacturing, consumption, smoking or synthesizing any and all cannabis or cannabis-related products. This restriction includes, but is not limited to, plants, flowers, oils, and any and all edible, smoke-able or drinkable products. This restriction further includes any paraphernalia used to consume cannabis products, including but not limited to pipes, water pipes, “vaping” products and/or e-cigarettes. This restriction applies whether or not otherwise permitted or licensed by any governmental authority. Violation of this section is a nuisance and will subject the Owner and, where applicable, the owners’ tenants, to fines imposed by the Board and/or immediate court action including but not limited to, a temporary restraining order, preliminary injunction and permanent injunction.
2. **CONSTRUCTION RULES.** Unit Owner agrees to adhere to the previously approved and distributed Contractor Rules and Regulations anytime improvements are performed to the interior of an owner's unit. Contractor Rules and Regulations are attached hereto and incorporated herein as Exhibit A.
3. **DAMAGE TO PROPERTY.** Unit Owner shall not, in any way deface the unit, building, or common areas or any part thereof.
4. **FIRE SAFETY SYSTEM.** The Fire Life Safety System (fire sprinklers and fire alarm system) within each building is a common system and is critical to each Unit Owner's safety. This system is owned by, and the property of, the Association and is not to be modified, repaired or compromised by any Unit Owner or their contractors and/or vendors. This system must be inspected, (including each fire sprinkler head) quarterly, annually, and certified every five years. To fully implement these inspections each Unit Owner shall permit the Association at any reasonable time to inspect each Unit Owner's premises and audit Unit Owner's operations to determine that no hazardous situations exist.
5. **HAZARDOUS MATERIALS AND NUISANCES.** No Unit Owner shall create any odors, noise and/or vibrations, nor use, keep, or permit to be used or kept any foul or noxious gas, any

gasoline, kerosene, or other flammable substance, or any substance listed in any federal or state compilation of hazardous, toxic or radioactive materials until such substance has been disclosed first to the Association and its use and/or storage has received Association's approval, which approval may be withheld in Association's sole discretion. To the extent Association's approval is given, then Unit Owner shall fully comply with all provisions of federal and California law regarding such substance, including, without limiting the generality of the foregoing, that section of the California Health and Safety Code known as Chapter 6.95 "Hazardous Materials Release Response Plans and Inventory," which requires the covered party to submit business plans to certain governmental agencies, specifically including those derived under the authority of this section of the law.

6. **HAZARDOUS MATERIALS COMPLIANCE PROGRAM.** At such time as the Association adopts a compliance program with respect to any hazardous or toxic substance known or believed to be contained in the unit, the Unit Owner shall be fully bound by the provisions of that program and agrees to comply with all notification and posting requirements as may be established by the Association. Such compliance program, if adopted, will be intended to fully comply with the provisions of California's Proposition 65 with respect to warning requirements necessary to be given to those persons exposed to hazardous or toxic materials, the provision of California's statues commonly known as "AB 37 13" which require certain employee notification, training and procedural requirements in an environment where hazardous or toxic materials are contained. At the time such compliance program materials are delivered by the Association to each Unit Owner, any breach of Unit Owner's obligations set forth there under shall be a breach of the CC&R's, the By-Laws, and these Rules and Regulations. To fully implement the provisions of the laws of the state and federal government relating to hazardous, toxic and/or radioactive materials, each Unit Owner shall permit the Association at any reasonable time to inspect each Unit Owner's premises and audit Unit Owner's operations to determine that no hazardous, toxic, or radioactive materials, other than those previously disclosed to the Association are utilized in Unit Owner's business and to ensure that Unit Owner's business operations fully comply with the notice and reporting requirements of law.
  
7. **PARKING.** The Unit Owner and its employees, customers, visitors, vendors, invitees, etc. shall not park any vehicles, of any kind, in an "Unauthorized" manner. The Board of Directors has agreed that adequate documentation for a fine or tow includes photographic evidence in form of a time stamped photo and a signed testimonial from the complainant. Unauthorized parking shall be defined as, but not limited to, the following:
  - a. Parking anywhere other than a marked parking stall.
  - b. Parking in a stall marked as "Reserved" or "Visitor" without proper authority.
  - c. Parking in a designated Fire Lane.
  - d. Parking in a Handicap stall without proper authority.
  - e. Parking of any type of recreational vehicle (motorhome, trailer, boat, camper, etc.) anywhere on the property.
  - f. Parking in a manner where you utilize more than one (1) parking stall.
  - g. Parking commercial vehicles in a standard parking stall where they are too large for use of the adjacent stall.

- h. Storage or any overnight parking of any type of vehicle anywhere on the property. Vehicles will be towed away without further notice at the owner's expense.
8. **PETS.** Pets shall be allowed within the center so long as they remain inside the owner's or tenant's unit and they do not disturb anyone other occupants in the center. No dogs, cats, or other pets shall be allowed in the common areas without being on a leash at all times. Each owner shall be responsible for picking up after their pets. Any damage to the landscaping or other common areas caused by an owner or tenants' pet shall be repaired at the owner's sole cost and expense.
9. **QUIET ENJOYMENT.** Association reserves the right to exclude or expel from the Common Areas any person who, in the judgment of Association is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations. Unit Owners shall not disturb the quiet enjoyment of any other owners or tenants in the center, nor shall Unit Owner be permitted to allow gatherings or parties in the Common Areas. No loud speakers, television, radios or other devices shall be used in a manner so as to be heard or seen outside of the unit without the prior consent of the Association.
10. **RESIDENTIAL USE.** No residential uses will be permitted, including but not limited to residing, sleeping or cooking in the unit or anywhere within the center.
11. **RESTROOMS.** The toilets and sinks or any other apparatus in the restrooms and/or kitchens of each unit shall not be used for any purpose other than that for which they were constructed and no foreign substances of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by the Unit Owner, who, or whose employees or invitees shall have caused it.
12. **RIGHT TO ENTER.** Pursuant to section 4.5 of the Amended and Restated Declaration, Regular Assessments and Special Assessments are allocated and assessed to each Unit based upon the square foot of each Unit divided by the total square footage of Units within the Project. Owners have the right to modify their Units but if any such modification results in a change to the square footage of the Unit, the Assessments levied against that Unit shall change accordingly. The Amended and Restated Declaration further gives the Association the right to enter Units for the benefit of the Owners in common. In order to determine if any modifications to a Unit have altered the square footage of that Unit, the Board, through its managing agent and contractors, has the right to enter a Unit upon reasonable notice for the purpose of measuring the square footage of the Unit. Any owner who fails and refuses to permit the Board, through its managing agent and contractors, to enter that Owner's Unit after reasonable notice is subject to daily fines of \$100.00 per day until access is granted. Such fines shall be levied as a Cost Reimbursement Assessment. Further, the owner shall be liable for all costs and

attorneys' fees in gaining access to the Unit as well as collecting any unpaid Cost Reimbursement Assessment.

13. **SIGNS.** No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed, or affixed on or any part of the outside or inside of the Building or project without first obtaining the written consent of Association. The Association shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of the Unit Owner by a person approved by the Association. No Unit Owners shall place anything or allow anything to be place near the glass of any window, door, partition, or wall which may appear unsightly from the outside of the unit as determined by the Association. No Unit Owner shall, without prior written consent of the Association, cause or otherwise sunscreen or cover any window.
14. **SOLICITATION.** Unit Owner shall not disturb, solicit, or canvass any owners or tenants in the center and shall cooperate to prevent same.
15. **SMOKING AND VAPING.** Within the parking lot and the entire common area of the property, no smoking or vaping of any products including but not limited to cigarettes and e-cigarettes, use of any pipes, and or anything that results in the burning and or exhale of smoke, is allowed. Sitting inside a vehicle and smoking in the parking lot or common area is not permitted. Smoking in your own property may create a nuisance if you are unable to contain the smoke away from neighboring property. Violation of this section is a nuisance and will subject the Owner and, where applicable, the owners' tenants, to fines imposed by the Board and/or immediate court action including but not limited to, a temporary restraining order, preliminary injunction and permanent injunction.
16. **STORAGE IN COMMON AREAS.** No storage shall be permitted outside the owner's unit including, without limitation, the storage of motor vehicles, trucks, boats, trailers, pallets, drums, or equipment of any kind or nature, without the permission in writing from the Association. Unit Owner shall be held liable for any damage to asphalt parking lot caused by their operation or by unauthorized storage of the aforementioned items.
17. **STRUCTURES ON ROOF AND/OR WALLS.** No solar panels, aerials or antenna (including satellite dishes, vents, stacks, etc.) shall be erected on the roof or exterior walls of the any building, or on the grounds, without in each instance, the written consent of the Association first being obtained. Any of these items so installed without such written consent shall be subject to removal by Association at any time without notice. Any repair to the premises required as a result of the installation or removal of these items will be paid in full by Unit Owner.

18. **TRASH AND OTHER WASTE PRODUCTS.** No Unit Owner shall permit any wooden pallets, boxes, trash, oils, chemicals or any foreign materials to be deposited or disposed in the landscaped, parking or common areas of the project. Trash (not including oil, hazardous materials, chemicals, which shall not be disposed of on the project) shall be placed inside bins, and flattened boxes shall be placed in recycling bins, at a level not higher than the top of the bin and shall not be placed outside the bin or in the enclosure area. Unit Owner shall cooperate with the Association and all other owners and tenants of the center so that the common areas may be kept in a clean and orderly condition and free of obstruction. The Association provides for normal use of waste containers and disposal service. Should the Association determine that a Unit Owner generates an excessive amount of trash, Unit Owner shall be required to provide, at Unit Owner's expense, waste containers and regular disposal service as may be required by Unit Owner in excess of the service made available by the Association.
19. **TRASH MANAGEMENT.** Owners and Tenants must lock trash enclosures upon each visit to the dumpsters on site. Locks have been installed to the trash enclosure gates. Please contact management with any questions.
20. **UNOBSTRUCTED ACCESS.** The sidewalks, exits, entrances, and fire lanes shall not be obstructed by any Unit Owner or used by them for any purpose other than for ingress or egress from their respective unit.
21. **VENDING MACHINES.** No vending machines of any description shall be installed, maintained or operated within the Common Areas without the written consent of the Association.
22. **WATER USE.** Association provides for normal use of water for restroom purposes. Should the Association determine that a Unit Owner uses an excessive amount of water, Unit Owner will have a water sub-meter installed and Unit Owner shall be required to reimburse the Association for all water used in its business operation.
23. **WORK ACTIVITY IN COMMON AREA.** Unit Owner shall not be permitted to conduct any work activity outside of the units. Unit Owner shall not work on motor vehicles outside of the unit and within in the Common Areas.

**Notice Procedure and Fine Schedule for Violations of the Association's Governing Documents.**

- A. **Towing of Vehicles:** The Association or its members may proceed directly with towing from the parking areas in accordance with California Law. No notice or hearings shall be necessary prior to towing any vehicle found violating these Rules & Regulations.

- B. First Notice:** Letter or e-mail to Owner/Member advising of the violation and request to correct the violation. This courtesy notice will contain a description of the alleged violation(s) and may propose a fine (see attached Fine Schedule), the hearing for which will be held at the next meeting of the Board at which the fine may be formally imposed. If the violation is committed by a tenant or lessee or invitee of a Member/Owner, the Association's primary course of action shall be against the Member/Owner. The Board may also provide notification to the tenant or lessee regarding the violation and any hearings; however, the Association is not obligated to do so and ultimate responsibility lies with the Owner/Member.
- C. Second Notice:** If the violation continues, or if corrective action is not taken, the Association will invite the Member to a hearing with the Board of Directors to discuss the matter. The notice of hearing shall be sent at least ten (10) days before the hearing, and shall include the date, time and place of the hearing as well as a description of the alleged violation(s). The notice shall be mailed by first class mail to the Member's last known address or to an e-mail address shown on the Association's records. If a fine was imposed on the first notice, a double fine may be proposed in accordance with the Fine Schedule, which may be formally imposed at the hearing held at the following meeting of the Board.
- D. Legal Action:** If the violation continues without remedy, the Board of Directors may refer the matter to the Association's legal counsel for further appropriate enforcement action, and the attorneys' fees and expenses incurred by the Association will be the responsibility of the Member.
- E. Board Discretion:** Depending upon the severity or pendency of the situation, the Board may in its sole discretion elect to proceed directly to legal action (or towing at its discretion in the case of parking violations) without notice. Fines are in addition to, and not in lieu of, all legal damages that the Association is entitled to in a court of law. Following a noticed hearing, the Association may propose an additional Assessment against the Member to reimburse the Association for costs incurred to compel compliance with the Governing Documents or to repair damage to the common areas or Association Property. The Association may also suspend the Member's privileges (including but not limited to the right to vote) until the violation is corrected. Such Special Assessment or suspension shall only occur following 10 days' notice, and a hearing.
- F. Fine Schedule.** The Enforcement Policy is attached hereto and incorporated herein by this reference as Exhibit B. The following fines shall be in addition to and supplemental and/or optional pursuant to the Enforcement Policy.
- |   |       |
|---|-------|
| Blocking Fire Lane:                                 | \$500 |
| Blocking entrance/exit to the Association Property: | \$500 |
| Overnight Parking Unauthorized                      | \$150 |
| Unauthorized Repair or Servicing of Vehicles        | \$150 |
| Overburdening Common Area Parking                   | \$100 |
- G. Any payments from members will first be applied to pay for any fines or penalties levied, and then to regular assessment payments.**

# **CONSTRUCTION RULES AND REGULATIONS FOR**

**Venture Commerce Center – Eastlake Condominium Association**

**August 18, 2020**

**ALL CONSTRUCTION ACTIVITY WITHIN  
THE PROJECT MUST BE CONDUCTED IN STRICT  
COMPLIANCE WITH THESE CONSTRUCTION RULES**

**DAILY FINES MAY BE IMPOSED  
FOR NON-COMPLIANCE**

**Construction may not begin until all Pre-Construction  
Requirements have been met (see Section I below)**

**\$1,000 Automatic Fine for failure to request approval before  
starting any Tenant Improvements**

**Questions regarding these Construction Rules  
should be directed to:**

**Venture Commerce Center – Eastlake C.A**

**c/o Tyco Property Mgmt  
P.O. Box 611, Chula Vista  
CA 91912-0611  
Phone: (619) 425-1017  
Fax: (619) 425-5817**

The following **CONSTRUCTION RULES AND REGULATIONS** (these “*Construction Rules*”) have been adopted by the Board of Directors of the **Venture Commerce Center – East Lake C.A.** in accordance with the Project CC&Rs to protect Project Owners, tenants and visitors as well as all parking areas, landscape areas and other exterior portions of the Project (the “*Project Common Areas*”) from damages or adverse impacts resulting from the conduct of construction activity within the Project. **These Construction Rules govern all construction within the Project whether or not such construction is subject to Design Review under the Project CC&Rs and Project Design Guidelines.**

**SEE SECTION IV BELOW FOR NOTICE REGARDING PENALTIES FOR VIOLATIONS OF THESE CONSTRUCTION RULES.**

**I. PRE-CONSTRUCTION REQUIREMENTS**

1. The attached **CONSTRUCTION INFORMATION SHEET** must be completed and delivered to the Association (at the address on the cover of these Construction Rules) at least ten (10) days prior to commencing construction activity within the Project. A copy of the completed Construction Information Sheet must be posted on the front door to your Building until construction is completed.
2. **DESIGN APPROVAL** must be obtained from the Association c/o Tyco Property Mgmt. prior to commencing construction. See the Project Design Guidelines and Article IV of the Project CC&Rs for further details.
3. Each of your contractors must provide **CERTIFICATES OF INSURANCE** to the Association evidencing current general liability and property damage insurance in amounts not less than \$1 Million per occurrence and \$2 Million in aggregate as well as workers’ compensation as required by law. The certificates of insurance must name the following as additional insureds:
  - **Venture Commerce Center – Eastlake C.A.**
    - The Association’s Manager (Tyco Property Mgmt. Co.).
4. You must deliver a refundable **\$5,000 DAMAGE DEPOSIT** to the Association before commencing construction. Please make the check payable to the **Venture Commerce Center – East Lake C.A.** labeled as “Construction Damage Deposit” and mail it to:

**Venture Commerce Center – Eastlake C.A.**  
c/o Tyco Property Mgmt.  
PO Box 60047  
City of Industry, CA 91716-0047

The Association may apply this deposit to (i) reimburse costs for cleaning up or restoring damage to the Project Common Areas resulting from your construction, (ii) satisfy any unpaid fines imposed by the Association due to violations of these Construction Rules,

(iii) reimburse any other enforcement costs incurred by the Association (including towing or material removal costs incurred pursuant to Section II below) or (iv) compensate the Association Management Company for construction administration fees equal to the greater of a base fee of \$1500 or \$150 an hour.(v)The Association Management Company or a representative will do a post construction walkthrough following the completion of construction (vi) The Damage Deposit will be returned after Move-In is completed.

**THE ASSOCIATION WILL NOT ASSIGN A STAGING AREA  
OR ISSUE A STAGING PERMIT TO YOUR CONTRACTOR  
UNTIL ALL THESE REQUIREMENTS HAVE BEEN MET.**

**II. USE OF PROJECT COMMON AREAS**

1. **CONSTRUCTION STAGING AREAS.** Upon satisfaction of the Pre-Construction Requirements, the Association will assign a Construction Staging Area and issue a Staging Permit to your contractor. No dumpsters or other temporary facilities or structures may be maintained anywhere within the Project except within your assigned Construction Staging Area. Construction trailers or sheds will only be permitted within the Construction Staging Area and will be subject to prior approval by the Association (which may be withheld in the Association's sole discretion). Use of the Construction Staging Area will be subject to the following:
  - Your contractor's Staging Permit Number must be displayed on all construction vehicles, equipment or other facilities (including dumpsters, storage bins etc.) located in the Construction Staging Area.
  - All construction vehicles or equipment (other than regular passenger vehicles) parked anywhere in the Construction Staging Area must have pads (at least 1" thick) placed under the wheels or feet to prevent damage to the underlying pavement.
  - You and your contractor will be solely responsible for loss or damage to equipment, vehicles or materials within your assigned Construction Staging Area. The Association will not provide fencing, gates or other security for your Construction Staging Area.
2. **CONSTRUCTION VEHICLES.** Construction equipment or vehicles (passenger or otherwise, including construction personnel vehicles) may NOT be parked in any portion of the parking area except in your assigned Construction Staging Area. **ABSOLUTELY NO CONSTRUCTION VEHICLES OR EQUIPMENT (INCLUDING DUMPSTERS) MAY BE PLACED ON WALKWAYS, PATIOS OR OTHER LANDSCAPE OR HARDSCAPE AREAS OF THE PROJECT.**

### **3. STORAGE OF CONSTRUCTION MATERIALS AND DEBRIS.**

- Construction debris and building materials (including sand, bricks, drywall, carpet or tile) must be stored either within your Building or within storage bins or dumpsters placed in your assigned Construction Staging Area. All material storage bins located anywhere in the Construction Staging Area must have pads (at least 1” thick) placed under the wheels or feet to prevent damage to the underlying pavement.
- Construction debris or materials may not be stored (temporarily or otherwise) anywhere else within the Project Common Area except as follows:
  - Dumpsters may be placed near your Building on a temporary basis (not to exceed twenty-four (24) hours) for the removal of heavy items **WITH THE PRIOR CONSENT OF THE ASSOCIATION ONLY**. All such Dumpsters must have pads (at least 1” thick) placed under the wheels or feet to prevent damage to the underlying pavement.
  - The location of such dumpsters must not block vehicular or pedestrian access within the Project or limit access to any other Buildings within the Project.
- Any construction materials, debris or dumpsters placed in Project Common Areas in violation of this Section II.3 will be removed by the Association at Owner expense.
- You will be solely responsible for providing your own dumpsters and for ensuring that construction trash is removed from the dumpsters promptly as soon as dumpsters become over one-half full. The Association reserves the right to empty any overfilled dumpsters at Owners expense.
- In no event may Association trash receptacles be used at any time for the disposal of construction debris or materials.

- 4. NO CONSTRUCTION-RELATED DRAINAGE INTO COMMON AREAS.** Absolutely no concrete cleanout, washing-down of construction equipment or materials or other construction-related drainage will be permitted into the parking, hardscape or landscape areas within the Project Common Areas or any drainage improvements located anywhere therein. All construction-related drainage, if any, must be through drainage facilities within your Building and must be conducted in strict compliance with any NPDES requirements or other government-issued permits, rules or regulations applicable to the Project. You will be required to indemnify the Association for any losses or liabilities (including fines or cleanup expenses) incurred as a result of any violations thereof by you or your contractors.

### **III DAMAGE TO PROJECT COMMON AREA**

- **REPAIR OF DAMAGE.** In the event that any portion of the Project Common Area is used (temporarily or otherwise) for the storage of construction debris or building materials or is otherwise damaged in connection with the construction activity in your Building, you will be responsible for restoring such portion of the Project Common Area.
- **INSPECTION.** Not later than five (5) business days after you notify the Association in writing that your construction has been completed, the Association will perform a visual inspection of your assigned Construction Staging Area and the Project Common Areas adjacent to your Building to confirm that such areas have not been damaged or otherwise altered as a result of your construction activities or, if damaged or altered, have been restored to their original condition. The Association will charge an **INSPECTION FEE** of **\$200** for initial inspection (included in \$1,500 base administration fee) and an additional **\$100** for repeat inspections required due to deficiencies disclosed by the initial inspection (provided that any initial or repeat inspections requiring more than one (1) hour of inspection time will be charged an additional fee of \$100/hour for each additional hour or portion thereof). This inspection will be conducted concurrently with the inspection required under the Project Design Guidelines to confirm conformance with approved plans and specifications. You will only be charged a single Inspection Fee for both inspections.
- **REFUND OF DAMAGE DEPOSIT.** In the event that you do not repair and restore the Project Common Areas promptly upon completion of your construction activity, the Association will perform the work and deduct the cost thereof (plus reasonable overhead charges) from your Damage Deposit. Any Association costs in excess of the Damage Deposit must be reimbursed in accordance with Section IV.4 below. Assuming that no such damage remains unrepaired or un-restored, the Damage Deposit will be refunded to you within 30 days after your Association inspection less (i) the Inspection Fee and (ii) any unpaid fines, fees or expenses imposed on you pursuant to these Construction Rules.

#### **IV. ENFORCEMENT FOR CONSTRUCTION RULES AND REGULATIONS.**

- 1. FAILURE TO SEEK BOARD APPROVAL OF YOUR WORK WILL RESULT IN AN AUTOMATIC \$1,000 FINE.** Any work started without Board approval, insurance certificates, damage deposit and compliance with the Construction Rules will be required to stop work until all requirements are satisfied. We do not want to slow down the progress of your project so please reach out to the association management before starting any work.
- 2.** The Association may **TOW OR REMOVE** (at Owner expense) any equipment, materials or vehicles parked or stored within the Project Common Areas (including materials or equipment stored within the Construction Staging Areas without a valid Staging Permit).

3. The Association may **REVOKE YOUR STAGING PERMIT** if you fail to cure any violations of these Construction Rules within 3 business days after written notice. Any vehicles, equipment or materials located within the Construction Staging Area after revocation of your Staging Permit may be towed or removed.
4. The Association may assess a fine against you and your Building for violations of these Construction Rules which are not remedied within 1 business day after written notice. **FINES ARE CURRENTLY SET AT \$250 PER OCCURRENCE (OR \$250 PER DAY FOR CONTINUING VIOLATIONS)**. Any fines remaining unpaid upon final inspection of your construction will be deducted from your Damage Deposit.
5. You will be required to promptly **REIMBURSE ASSOCIATION EXPENSES** incurred due to violations of these Construction Rules by your contractors or subcontractors (including costs to repair Project Common Areas exceeding your Damage Deposit as well as any charges imposed by the Association's property manager to investigate and resolve alleged violations or to monitor correction of thereof). Pursuant to the Project CC&Rs, the Association may impose a Special Assessment against you to recover such unreimbursed expenses.
6. As Building Owner, you will be solely responsible for violations of these Construction Rules by contractors or subcontractors engaged to perform work on your Building. The Association will not be responsible for enforcing these Construction Rules directly against your contractors or subcontractors.

## **V. MISCELLANEOUS.**

1. **CONTRACTOR REQUIREMENTS.** All contractors and subcontractors performing work on your Building must be properly licensed and must maintain in effect all workers' compensation and other insurance coverages required by law at all times while conducting construction activities within the Project.
2. **CONTRACTOR REQUIREMENTS (CONTINUED)**

For all work involving common Building Systems, Contractors will need to be pre-approved from the following list:

For work involving structural design, Owners will need to be approved in **ADVANCE** by the Declarant / Board / Architectural Review Committee (ARC).

### **[FIRE MONITORING SYSTEMS]**

**Please contact Tyco Property Mgmt. for the current Fire Monitoring Systems vendor.**

### **[FIRE SPRINKLER INSTALLATION]**

**Please contact Tyco Property Mgmt. for the current Fire Sprinkler Installation vendor.**

### **[ROOFING]**

**Please contact Tyco Property Mgmt. for the current Roofing vendor.**

3. **PROHIBITED ACTIVITIES.** Construction personnel may not bring or consume alcohol or illegal drugs anywhere within the Project. Absolutely no children or pets may be brought onto construction sites. Construction personnel may not use or play radios, tape players or other electronic devices generating music or other loud noises audible from outside of your Building.
4. **RESTROOM FACILITIES.** Construction personnel may not use the restroom facilities within the projects other buildings. If restroom facilities are not available within your Building, your contractor must provide temporary restrooms within your assigned Construction Staging Area. Your contractors will be solely responsible for maintaining such temporary restroom facilities in a clean and sanitary manner at all times.
5. **HOURS.** Construction activity may only be conducted between 7 am - 8 pm Mon-Fri. and 7 am - 6 pm Saturday (as permitted by City of Chula Vista regulations). City regulations prohibit construction activity on Sundays. In order to be considerate of your neighbors, the following work may not be performed during regular business hours. Please coordinate the timing with the association manager.
  - A. **Debris removal**
  - B. **Concrete or Tile Cutting**
  - C. **Jack Hammering**
  - D. **Any other loud or disruptive activity**
6. **COMPLIANCE WITH SAFETY RULES.** All construction activity conducted within the Project must be conducted at all times in strict compliance with applicable governmental rules and regulations (including without limitation, OSHA and CalOSHA regulations and applicable building, fire and safety codes of the City of Chula Vista), any regulations or guidelines imposed by the Master CC&Rs and the Project CC&Rs.
7. **NO CONTRACTOR SIGNS.** Contractors performing work on your Building may not post their Company's sign on the exterior of your Building or anywhere within the Project Common Area.
8. **MECHANICS' LIEN INDEMNITY.** You will be required to indemnify the Association and every other Owner within the Project against any mechanics', materialmen's or other liens that may attach to the Project Common Areas or any other portion of the Project as a result of construction work conducted on or within your Building.
9. **CC&R PROVISIONS.** These Construction Rules are intended to supplement the requirements set forth in the CC&Rs rather than replacing or amending any provisions of the CC&Rs. In the event of any conflict between the terms of the CC&Rs and the requirements of these Construction Rules, the more restrictive requirement or provision will prevail.

# CONSTRUCTION INFORMATION SHEET

***THIS CONSTRUCTION INFORMATION SHEET MUST BE SUBMITTED TO THE ASSOCIATION AT LEAST 15 DAYS PRIOR TO COMMENCING CONSTRUCTION.***

NOTE: If you have multiple contractors performing work on your Building who are NOT working under a general contractor, you must provide a separate Construction Information Sheet for each contractor

**1. Type of Work:** (general contractor, electrical, mechanical, plumbing etc.)

**Building Permit Number(s):** \_\_\_\_\_

**Scheduled Commencement Date:** \_\_\_\_\_

**Estimated Completion Date:** \_\_\_\_\_

**Owner Name/Contact Person:** \_\_\_\_\_

**Emergency Contact Number (24 hours):** \_\_\_\_\_

**Contractor Name/Contact Person:** \_\_\_\_\_

**Emergency Contact Number (24 hours):** \_\_\_\_\_

**Contractor License No.:** \_\_\_\_\_

**TEMPORARY FACILITIES/DUMPSTER REQUIREMENTS**

**Type:** \_\_\_\_\_ **Quantity:** \_\_\_\_

**Type:** \_\_\_\_\_ **Quantity:** \_\_\_\_\_

**Type:** \_\_\_\_\_ **Quantity:** \_\_\_\_\_

**A COPY OF THIS CONSTRUCTION INFORMATION SHEET AND ALL BUILDING PERMITS MUST BE POSTED ON THE MAIN DOOR TO YOUR BUILDING (INTERIOR SURFACE FACING OUT) UNTIL CONSTRUCTION IS COMPLETED.**

**Acknowledged by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Association Use Only:

Construction Staging Area \_\_\_\_\_ Staging Area Permit No. \_\_\_\_\_

Damage Deposit Received: \_\_\_\_\_ Insurance Certificates Received \_\_\_\_\_  
(initial) (initial)

Design Approval Confirmed: \_\_\_\_\_  
(initial)

## **VCC-Eastlake Condominium Association**

### **Enforcement Policy**

This revised enforcement policy is instituted to reflect the changes in the law instituted by the enactment of the Commercial and Industrial Common Interest Development Act (the "Act").

Section 4.12.G of the Declaration of Covenants and Restrictions Establishing a Plan For Condominium Ownership for Venture Commerce Center — East Lake (the "Declaration") recorded in the San Diego County Recorder's Office as document number 2006-0171426, on March 13, 2006, so long as Civil Code § 1367.1(e) was effective, Fines and Penalties imposed by the Board against an Owner because of an Owner's failure to comply with the Association's Governing Documents could not be perfected into a lien against that Owner's Unit. Effective January 1, 2016, Civil Code 1367.1 was repealed. Accordingly, this revised fine policy permits the Board to impose fines and penalties as "Assessments" which may be perfected as a lien.

In the event the Board of Directors of the Association or the managing agent receives a complaint from a member of the Association or observes an alleged violation of the Association's governing documents has taken place, the following steps shall be taken:

**Notice of Violation (Optional):** The Board may, without requirement to do so, send a letter by via first-class mail or personal delivery to the Owner. If sent, the letter will include, where applicable, the following information: a) the alleged violation, b) the provision of the Association's governing documents that were allegedly violated, and c) the date upon which the alleged violation must be cured to avoid further action.

**Disciplinary Hearing:** Pursuant to 7.2.D of the Bylaws, if the Board intends to impose disciplinary measures or fines against an Owner, then at least fifteen (15) days' prior notice of any potential discipline or fine and the reasons therefor are given to the Owner affected, and that an opportunity is provided for the Owner to be heard, orally or in writing, not less than five (5) days before the imposition of the discipline or fine, said hearing to be before the Board. Any notice required herein shall be given by any method reasonably calculated to provide actual notice. Any notice given by mail shall be given by first-class or registered mail sent to the last address of the Member as shown on the Association's records.

**Disciplinary Action:** If the Board of Directors, after evaluating all the evidence presented, finds that a violation has occurred, then the Board may impose disciplinary action against the violating Owner by levying a fine in accordance with the Fining Schedule attached hereto and incorporated herein or suspending the Owners' Association voting rights.

**Written Findings (Optional):** Within fifteen (15) days after reaching a decision, the Board of Directors may provide the Owner a written notice of its findings and any disciplinary action imposed against the member, by first-class mail or personal delivery.

**VCC — Eastlake Condominium Association  
Fining Schedule**

After Notice and a Hearing, as set forth in the Enforcement Policy, the following disciplinary action may be imposed against a member for a violation or violations of the Association's governing documents:

- A. Each violation: Between \$150.00 to \$1,000 for each violation. The amount of the fine will be determined by the Board, in its sole discretion, with consideration for the severity of the violation.
- B. Continuing violations: **If** the violation is a continuing one, the Board may impose daily fines of up to \$1,000. The amount of the fine will be determined by the Board, in its sole discretion, with consideration for the severity of the violation.
- C. Cost Reimbursement Assessment: Board may levy a Cost Reimbursement Assessment against an Owner to reimburse the Association for all costs, including legal fees, incurred in bringing the Owner, its Tenants (if any), and its Unit into Compliance with the provisions of the Project Documents.