

Adopted 6/2016

Alicante Owners Association

ARCHITECTURAL GUIDELINES



Alicante Owners Association

Professionally Managed by Action Property Management, Inc.

1133 Columbia St., Suite 106, San Diego, CA 92101

Phone: 800-400-2284 Fax: (949) 450-0303

www.alicantehoa.com

INTRODUCTION	1
SUBMISSION PROCEDURE AND REQUIREMENTS	2
FAILURE TO COMPLY WITH REQUIRED PROCEDURES	3
SCOPE OF REVIEW	3
INSPECTION AND CORRECTION OF WORK.....	4
NON-COMPLIANCE.....	4
FAILURE TO NOTIFY.	4
INTERPRETATION AND APPEAL.....	4
ENFORCEMENT	5
VARIANCE.....	5
COMBINING UNITS/STRUCTURAL ALTERATIONS.....	5
FIRE MONITORING & SPRINKLER SYSTEM	6
INSIDE AND OUTSIDE INSTALLATIONS	6
USE OF EXCLUSIVE USE AREAS	7
WINDOW COVERINGS	7
EXTERIOR LIGHTING.....	8
WINDOW TINTING.....	8
SIGNAGE.....	8
SOLAR ENERGY SYSTEMS	8
DRAINAGE.....	9
ANTENNAE AND SATELLITE DISHES	9
VIBRATIONS	9
BALCONIES AND LEDGES	10

DAMAGE OR DESTRUCTION TO A RESIDENTIAL UNIT	10
CONTRACTOR/SUBCONTRACTOR GUIDELINES.....	10
HARD SURFACE FLOORING.....	12
ACOUSTICAL REQUIREMENTS	13
BONDING OF HARD SURFACE MATERIAL.....	13
FINAL APPROVAL BY ARCHITECTURAL REVIEW COMMITTEE	14
ESTOPPEL CERTIFICATE.....	14
EXHIBIT A - REQUEST FOR APPROVAL	15
EXHIBIT B - CONDITIONS OF APPROVAL AND DISCLAIMER.....	16
EXHIBIT C - NEIGHBOR NOTIFICATION & ACKNOWLEDGEMENT	17
EXHIBIT D - DESCRIPTION OF IMPROVEMENT/MODIFICATION	19
EXHIBIT E - CONTRACTOR/INSTALLER WORK PLAN	20
EXHIBIT F - NOTICE OF COMPLETION	21
SUBMISSION CHECKLIST	22

INTRODUCTION

The goal of the Architectural Review Committee is to help enhance the property values by assuring continuity in the design elements of Alicante. The Architectural Review Committee does not seek to restrict individual creativity or personal preference. As set forth in the Governing Documents, the Architectural Review Committee is vested with the power to approve or disapprove all improvements to condominiums for Alicante including all improvements to the exterior and/or interior of a Unit.

The Association formation documents including the Declaration of Covenants, Conditions & Restrictions (“CC&Rs”), the By-Laws (“By-Laws”) and Articles of Incorporation (“Articles”) establish and define certain guidelines not covered in this document and vice versa. These documents should be considered jointly. The Board of Directors may revise the Architectural Guidelines contained within this HOA Membership Handbook from time to time.

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

If the Association retains a professional architect, engineer or designer as a member of the Architectural Review Committee for the purpose of providing professional services, reasonable compensation for such member shall be approved by the Board. The Architectural Review Committee shall have the right to hire any engineer or other consultant, the opinion of which the Architectural Review Committee deems necessary in connection with its review of any plans submitted by any Owner and such Owner shall be liable for payment of such engineer’s and/or consultant’s fee.

Prior to the commencement of any, alteration or construction work of any type on any residential unit in Alicante, a homeowner must first make application to the Architectural Review Committee for approval of such work. Failure to obtain approval of the Architectural Review Committee shall constitute a violation of the Governing Documents affecting the homeowner’s unit and may require modification or removal of unauthorized improvements at the homeowner’s expense. In addition, a building or other permit may be required by the County or City Building Department, or other governmental agencies prior to the commencement of any work. Neither the Architectural Review Committee, nor the Association assumes any responsibility for failure to obtain such permits. Also, obtaining such permits does not waive the obligation to obtain Architectural Review Committee approval. Homeowners must also be familiar with specific easements that may apply to the homeowner’s Property and restrict placement of improvements.

Neither the Board, the Architectural Review Committee nor any member thereof shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; (c) the development of the Project or any property within the Project; or (d) the execution and filing of an estoppel certificate pursuant to **Section 9.12**, whether or not the facts therein are correct, provided, however, that such Board or Architectural Review Committee member has acted in good faith on the basis of such information as may be possessed by him.

SUBMISSION PROCEDURE AND REQUIREMENTS

Step 1:

1. Complete Exhibit A—Request for Approval.
2. Complete Exhibit B—Conditions of Approval & Disclaimer
3. Complete Exhibit C—Neighbor Notification & Acknowledgement
4. Complete Exhibit D—Description of Improvement/Modification
5. Complete Exhibit E--Contractor Work Plan
6. 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
7. Life Safety Plan—If your architectural improvement requires temporary disconnection of the fire monitoring or sprinkler system, provide a detailed plan. The Owner must post a 24-hour/day fire watch during any disconnection. This must be manned by a security employee of the building, and the Owner must pay all expenses (including overtime) when using the employee.
8. Contractors License (copy)
9. Contractors Insurance Certificate for workers compensation.
10. Contractors Insurance Certificate for general liability (\$1 million minimum) naming additionally insured as follows: Alicante Owners Association and Urban Property Services, Inc.—as managing agent.
11. Architectural Drawing—not required for window tinting or flooring.
12. **Product Information for materials to be used.** Specification Sheets for all products being used shall be submitted.

Step 2:

Submit one copy of items 1 through 12 listed above to:

**Alicante Owners Association
Architectural Review Committee
475 Redwood St.
San Diego, CA 92103**

Alternatively, via email, in care of the Alicante Community Manager.

The Community Manager's email address is posted in the mail room and is available online at www.vivoportal.com.

Please be patient, it may take 15 to 30 days to receive a response from the Architectural Review Committee. All inquiries to the Architectural Review Committee must be in writing, mailed or emailed to the address listed above.

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 Review Committee. An incomplete Application will not be reviewed and will be subject to resubmission.

SCOPE OF REVIEW

No Improvements of any kind whatsoever upon or around or any structural modification within any Unit or Exclusive Use Common Area shall be commenced, erected, placed or altered upon or around any Unit or any Exclusive Use Common Area until complete plans and specifications showing the location, nature, kind, shape, height and materials, including the color and any other requirements set forth in the Architectural Guidelines ("Plans and Specifications"), have been submitted to and approved in writing by the Board in accordance with the procedures set forth in the Architectural Guidelines. The choice of the Board as to the selection of the Outside Consultants shall be deemed to be final. All fees, costs and expenses associated with retaining the Outside Consultant shall be borne by the submitting Owner as provided in **Section 9.8** hereof. The scope of the Board's review of the Plans and Specifications for any tenant improvement work with the Commercial Units shall be limited to compliance with the Architectural Guidelines. Notwithstanding the foregoing, the reconstruction of a Unit or other Improvements that were originally constructed by Declarant or approved by the Board under this Article, shall not require such submittal, so long as such Improvements are constructed in accordance with the original process and specifications and in a manner otherwise consistent with this Article. In the discretion of the Board, inspections of such Improvements in accordance with **Section 9.4** hereof may be performed to ensure compliance with the original plans and specifications. In the event of a non-compliance with such plans and specifications, the Board shall have all of the rights to require correction of such work as provided in the Architectural Guidelines.

INSPECTION AND CORRECTION OF WORK

The Board or its duly authorized representative may enter into any Unit, from time to time, as provided below during the course of or after the construction or installation of any Improvements for the purpose of inspecting such construction and/or installation to determine whether it was performed in substantial compliance with the approved Plans and Specifications. If the Board 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 Unit of such non-compliance not more than thirty (30) days after the inspection specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance. The Board may not enter onto a Unit without obtaining the prior permission of the Owner or occupant of such Unit; provided, however, that such prior permission shall not be unreasonably withheld and shall be given for entry by the Board during the daylight hours within forty-eight (48) hours of the request for entry.

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

FAILURE TO NOTIFY

If for any reason the Board fails to notify the Owner of any non-compliance within ninety (90) 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.

INTERPRETATION AND APPEAL

All questions of interpretation or construction of any of the terms or conditions herein shall be resolved by the Board, and its decision shall be final, binding and conclusive on all of the parties affected. Notwithstanding the foregoing, in the event an Architectural Review Committee is appointed and the Architectural Review Committee disapproves any Plans and Specifications submitted by an Owner pursuant to this Article, 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 Review 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.

ENFORCEMENT

Failure to obtain the necessary approval from the Architectural Review Committee, or failure to complete the improvements in conformity with the plans and specifications approved by the Architectural Review Committee, may constitute a violation of the Governing Documents and may require modifications or removal of any work of improvement at the homeowner's expense. Enforcement assessments may be levied by the Board of Directors at the advisement of the Architectural Review Committee.

VARIANCE

The Board 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 Board. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of 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

Except as permitted under **Article 9** of the Declaration, 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 Board and, if required under **Article 9**, the Declarant. An Owner who acquires fee title to two (2) or more adjoining Units, may be permitted to remove the demising wall dividing the two (2) or more Units, so long as the Owner has complied with the requirements and obtained the approvals required under **Article 9** of this Declaration.

In addition, any alteration, modification or removal of any Designated Exclusive Use Common Area Walls or Floors or other work involving the penetration of the unfinished surfaces of the ceilings, walls or floors shall, for a period of ten (10) years after the date a certificate of occupancy is issued for the last Unit in the Project, require the prior written consent of the Declarant unless Declarant has notified the Association, in writing, that it (i) waives its consent to the particular work of Improvement or (ii) no longer desires to exercise such right of review and approval for any future works of Improvement. In the case of (i) or (ii) above, the Board shall not grant approval of the removal of a demising wall or floor between two (2) or more adjoining Units which are owned by one (1) Owner unless (a) Outside Consultants consisting of both an architect and structural engineer licensed in the State of California have approved the Plans and Specifications for such Improvements, (b) such Improvements do not adversely impact the structural integrity of the Project, do not contain any common utilities, and do not affect any other Units, and (c) the Plans and Specifications are otherwise in conformance with the requirements of this Declaration and the Architectural Guidelines. If an Owner of two (2) or more Units which have been joined as described above, decides to sell such Units separately, such Owner shall be responsible for replacing all building components which were removed and for performing all

work necessary to return the Units to the configuration they were in prior to being joined in accordance with the procedures of this **Article 9**.

FIRE MONITORING & SPRINKLER SYSTEM

If the unit's fire monitoring system is disconnected for any reason (shut-off of sprinkler system is included) the homeowner must post a 24-hour/day-fire watch *for the entire duration of the shut-off or disconnect*. Said fire watch must be manned by a security employee of the building, and the homeowner must pay expenses (including overtime) when using the employee. Contact building management for current rates.

The homeowner should mark and label a copy of the original architectural drawing with asterisks and captions to indicate where fire sprinklers are positioned in the area of the home where construction will take place. New sprinkler locations should be drawn and captions should be used to describe where the contractor is proposing that they be relocated.

If a wall or ceiling which encompasses plumbing or a fire sprinkler will be substantially penetrated (even if plumbing or fire sprinklers will not be relocated or altered), a proper mechanical orientation of where the plumbing and sprinkler system shut off valves and enclosed conduit must be requested of the Architectural Review Committee in writing to ensure the following:

- All possible precautions should be taken to prevent a flood.
- A thorough understanding of what to do if an unexpected flood does occur is required.
- Water main shut-off valves that may need to be accessed in the event of an emergency should be identified in advance.
- If fire sprinklers will be relocated, approval for relocation must be approved by the Architectural Review Committee.

INSIDE AND OUTSIDE INSTALLATIONS

This Section does not apply to Improvements installed (a) by Declarant or (b) by the Association.

Mechanic's Liens. No Owner may cause or permit any mechanic's lien to be filed against the Project for labor or materials alleged to have been furnished or delivered to the Project or any Unit for such Owner, and any Owner who does so shall immediately cause the lien to be discharged within five (5) days after notice to the Owner from the Board. If any Owner fails to remove such mechanic's lien, the Board may, discharge the lien and charge the Owner a Special Assessment for such cost of discharge.

Outside Installations: The following items are prohibited: (a) outside installations, including clotheslines, balcony or patio covers, wiring, air conditioning equipment (except as installed by Declarant), water softeners, outdoor lighting, other machines and other Improvements, (b) Improvements to balcony railings, and (c) other exterior additions or alterations to any Unit without the prior written approvals required under **Article 9** of this Declaration.

Inside Installations: Nothing may be done in any Unit or in, on or to the Common Area and Association Property which may impair the structural integrity of any building in the Project or which structurally alters any such building without the prior written approvals required under **Article 9** of this Declaration.

Outside Drying and Laundering: 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.

Storage: No Owner shall use any Exclusive Use Balcony Area, Exclusive Use Patio Area or Exclusive Use Roof Deck Area for storage purposes, including, without limitation, the storage of bicycles.

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 of San Diego.

USE OF EXCLUSIVE USE AREAS

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 Areas shall be subject to the HOA Membership Handbook and the Architectural Guidelines and any Improvements within such areas shall require the approval of the Architectural Review Committee.

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 Review Committee.

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 Review Committee.

WINDOW COVERINGS

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.

Aluminum foils or other reflective materials, bed sheets, papers, and the like may not be applied to windows, at any time.

No exterior screens are permitted except for sliding glass doors with approved screen doors subject to the approval of the Architectural Review Committee.

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.

All window coverings shall be of a neutral color harmonious with and not conflict with the color scheme of the exterior wall surface of the Unit. Window tinting and window coverings which differ from that described above shall be subject to the approval of the Board.

EXTERIOR LIGHTING

Any exterior electrical, gas or other artificial lighting installed on any Unit shall be positioned, screened, or otherwise directed or situated and or 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 Architectural Review Committee.

WINDOW TINTING

Window tinting and coverings shall be subject to the approval of the Architectural Review Committee. A great deal of time, effort and residential polling went into determining a shade of tint which had no pink tones or reflective qualities as well as a tremendously durable quality. In the interest of preserving the aesthetic of the exterior look of our building Alicante.

3M is the standard in the industry of window tinting. 3M holds the original window film patent and offers over 30 years of proven performance. 3M's patented adhesive system is parallel to none and is made exclusively for 3M Scotchtint Film. Additionally, 3M is only sold and installed by professional, authorized dealers who have met 3M's high standards. This 3M product is highly recommended as the product used for window tinting at Alicante.

3M's Scotchtint Sun Control Window Film #RE35NEARL (Medium performance Neutral)

SIGNAGE

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

1. Such signs as may be required by legal proceedings
2. Residential identification signs, subject to the approval of the Architectural Review 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.

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 Review Committee pursuant to the CC&Rs. 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

There shall be no interference with the established drainage pattern over the Property, including, without limitation, the Exclusive Use Common Areas, unless an adequate alternative provision is made for proper drainage with the prior written approval of the Board. For the purpose hereof, "established" drainage is defined as the drainage which exists at the time of the first close of escrow for the sale of a Condominium, or that which is shown on any plans approved by the Board. Each Owner shall have the duty and obligation to maintain the drainage situated within any Exclusive Use Roof Deck Area, Exclusive Use Patio Area and/or Exclusive Use Balcony Area free of debris and any other material which may impede the flow of water and to clean such drainage, as may be necessary. No Owner shall dispose of any Hazardous Materials in any drains. 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. This right of access shall be exercised only for the purpose of preventing damage to persons and property and the entering party ("Entering Party") shall use reasonable care so as to not cause any damage to such areas. The Owner shall reimburse the Association for any costs and expenses incurred in clearing such debris pursuant to **Section 4.3.2** of this Declaration. Notwithstanding the foregoing, the Board and its agents shall, after giving reasonable notice, have the right to enter any deck or patio within an Exclusive Use Balcony Area, Exclusive Use Patio Area and/or Exclusive Use Roof Deck Area to conduct a cleaning of and to inspect the established system of drainage located thereon, provided that the Association repairs any damage which might result from such inspection.

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 Review Committee. The application process is as follows:

The Owner must submit an application and notice to the Architectural Review Committee prior to the installation of the device.

The Owner must obtain approval of the Architectural Review Committee for the installation of the device. The application for approval of such a device shall be processed by the Architectural Review 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.

No wiring insulation, air-conditioning, or other machinery or equipment other than that originally installed by Declarant or approved by the Architectural Review 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, noise or unreasonable annoyance to the Owners of the other units or to the Association Property.

BALCONIES AND LEDGES

Sunshades, awnings or screens may not be used on the residence exterior windows or over balconies of residence patios. Rugs, towels, mops or clothing shall not be draped over balcony. No permanent rug or carpeting is allowed to be placed on or attached to these balcony areas.

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. Potted plants must have appropriate catch basins underneath them.

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.

No modifications to balcony surface coverings will be accepted by the Architectural Review Committee.

DAMAGE OR DESTRUCTION TO A RESIDENTIAL UNIT

If there is damage 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 Board as provided in Article 9 herein.

CONTRACTOR/SUBCONTRACTOR GUIDELINES

1. Any damage caused by Contractor/Sub-contractors to common areas or adjacent units by an improvement is the resident's responsibility.
2. Any damage must be reported immediately to the management office along with a schedule of repairs.
3. If the damage is not repaired in a timely manner the Association will make the repairs and charge the owner.
4. The owner will be held liable for the actions of his/her contractors and/or workmen.
5. All floor areas are to be protected with carpet mask or 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 \$100.00 fine per violation, plus the cost of cleaning.
6. All trash and debris must be carried off-site on a daily basis by contractors.
7. The trash chutes on each floor may not be used for disposing of debris. There will be a \$100.00 fine per violation.

8. Any existing carpet, hardwood flooring and tile must be disposed of off-site. DEBRIS SHOULD NOT BE DISPOSED OF IN ANY Alicante DUMPSTER OR TRASH CHUTE OR LEFT ANYWHERE ON THE PREMISES. DEBRIS SHOULD NEVER BE STORED IN THE HALLWAYS AT ANY TIME.
9. All cutting and materials manipulation should be performed inside the homeowner's unit or on the balcony and not in any common area of the building. Common areas include the hallway, garage, driveway or any part of the lobby areas.
10. The homeowner should make arrangements for the contractor to use only the padded elevator well in advance of the installation day.
11. Only the padded, non-medical emergency elevator should be used. Contact management 5 days in advance for scheduling.
12. When the previous flooring and other debris are ready for removal, the padded elevator should be used to shuttle the debris in the most time efficient manner possible. (Note: The installer will be using one of the only elevators available to all residents).
13. The elevator should be returned in the condition it was found for regular residential use before starting the next aspect of the job.
14. Working hours are limited to Monday through Friday, 8:00 a.m. to 5:00 p.m. excluding holidays as set forth in the CC&Rs.
15. There will be a \$100.00 fine if work continues past 5:00 p.m. or performed on a prohibited day of the week.
16. Contractors must park vehicles on the surrounding streets not in Visitor Parking. Please no double-parking or obstructing driveways or walkways.
17. Owners agree to hold the Association harmless against liability for: (a) injury to, death of, or damage to 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.
18. Workers are not allowed to bring pets or children onsite 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 fine per violation)
19. The owner may select a general contractor he or she chooses, or act as the general contractor and hire sub-contractors. All contractors, whether acting in the capacity of general or sub-contractor, must be licensed in the state of California and must have Workers' Compensation, general liability and property damage insurance. The Association must be named as an additional insured on a Certificate of Insurance. The Certificate of Insurance should be included with the Request for Architectural Approval.
20. 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 the activities in common areas.
21. Contractors must use their own equipment. No equipment or tools that are the property of the Association are to be used at any time.
22. 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 management needs to be made in order to cover and protect smoke detectors located in common area corridors adjacent to the unit.
23. All workmen must wear shoes, pants or shorts, and shirts in the building at all times.
24. All workmen must check-in with management upon arriving.
25. Exclusive use of the elevator must be coordinated with management.
26. No workman may use the power from the hallway or common areas.

HARD SURFACE FLOORING

The Association will allow specified types of Hard Surface flooring to be used in a new installation. A new installation is defined as putting a hard surface floor over the cement slab construction.

Types of Hard Surface Flooring: Stone; ceramic porcelain tile; slate; granite; travertine; marble; mosaic; quarry; wood ; laminate; ceramic tile and vinyl that does not contain the chemical phthalate.

Types of Hardwood Flooring: Permitted hardwood flooring includes but is not limited to: Laminated Plank flooring (sometimes referred to as “engineered”): Laminated Plank flooring (sometimes referred to as “engineered”) is made in different layers or “plys” to help control expansion. The top layer of the plank is the hardwood. This ranges in thickness from about 3/32nds to about 1/4". The thicker the wear layer the more times the product can be refinished.

Below the hardwood layer there are usually two to four additional layers that are laminated together. The grain of the wood on each layer is turned in opposite directions. Expansion is controlled using this design technique (similar to the way that plywood is manufactured so that it remains stable and square).

“Pergo” style flooring (sometimes referred to as “laminate”): is made from a compressed fiberboard with a photograph of wood laminated on top. There are usually 6 boards per package. Each has a different photo on them. If you look carefully at these floors, every sixth board usually has the same picture. Because of the finish that is put on these products, they are very durable and do not scratch under heavy use. However, when water is dropped on the seams of the planks and allowed to sit, there is a possibility that puckering can occur with compressed fiber board. Puckering may not resolve spontaneously.

Solid plank flooring (not recommended): Solid plank flooring is NOT recommended for installation due to expansion problems that have been known to occur in the past. Because the downtown area is so close to water, there is a higher amount of moisture in the air than in other areas of San Diego. All wood expands and contracts with moisture. Wood floors expand across the grain (width wise). Over time, these floors have a tendency to crown (an upward arch on the board when you look across the floor) and buckle. Solid plank flooring generally comes in individual pieces that are 3" in width or less. They are manufactured out of a solid piece of wood with a tongue or groove on the sides and each end. These products have to be either glued down or nailed. If they are nailed they usually must be nailed into 3/4" plywood. Typically, a 1/2" expansion is necessary.

If a hard surface floor already exists and the homeowner wishes to add another hard surface above it, careful inspection by the Architectural Review Committee is required to ensure that proper installation procedures will be followed. A consultant may be called in at the homeowner’s expense to ensure the installation will meet the guidelines regarding noise transference.

A hard surface floor will not be permitted over an existing hardwood floor. The hardwood floor (of any kind including laminate and composition) must be removed before the hard surface floor is installed.

ACOUSTICAL REQUIREMENTS

All hardwood floors installations must meet an IIC (Impact Insulation Class) rating of 60 or higher in order to diminish noise transference to surrounding units.

Underlayment originally installed by the developer meets all requirements. Please refer below for specifications.

Single ply

100% recycled rubber

10 mm thick, such as QT by Ecore (<http://qtsoundcontrol.com/>)

Adhesives as recommended by underlayment

Material Properties

Compression: 25% - 35% when tested according to ASTM F36

Tensile Strength: 100 PSI to ASTM D412

Shore A Hardness: 45-55 durometer to ASTM D 2240

Robinson Floor Test (Stress Crack Suppression Material, ASTM C 627 and using TCA Guidelines for performance levels: meets standard for light Commercial

Cork underlayment is not permitted.

All perimeter areas of the installation (where the floor meets the wall) must have either a resilient (or acoustical) caulk applied, or a perimeter isolation barrier installed to limit noise transference. The hard surface material MAY NOT abut any moldings, drywall or steel framing members within the wall. A ¼ INCH gap filled with either the acoustic al caulk or perimeter isolation barrier MUST exist between the hard surface material and any perimeter structures. These guidelines must be strictly followed to prevent noise transference both laterally and vertically. If drywall is touching the floor, it is recommended that it be undercut.

BONDING OF THE HARD SURFACE MATERIAL

A leveling agent must be applied to the concrete surface after jack hammering or grinding is completed to physically level the concrete surface of the floor. Thoro™ and Ardex™ are popular brands of level agent that is used.

Leveling material must be left to dry overnight or until completely dry, or moisture may be trapped resulting in the formation of mold. If deep dips are being filled, these will usually not dry over night without the use of a fan. Subsequent adherent materials will not adhere properly.

A latex Portland cement mortar bond coat (e.g. thin-set mortar) is to be applied to the upper surface of the cork underlayment. A proper-sized trowel for the product must be used to insure a good bond between the mortar and the hard surface material. The hard surface material is to be applied to the bond coat with at least a 24 hour drying time before any grout is applied. All gaps must have a grout type

consistent with flooring applied to create a unified structure. The grout MUST NOT abut any perimeter surfaces except for cabinetry.

Inspection by the Architectural Review Committee or its representative may be required at different stages of completion.

FINAL APPROVAL BY ARCHITECTURAL REVIEW COMMITTEE

Decisions of the Architectural Review Committee and the reasons therefore shall be transmitted by email and mail by the Architectural Review Committee to the Applicant at the address set forth in the application for approval, within a reasonable period after receipt by the Architectural Review Committee of all forms and/or materials required by the Architectural Review Committee.

ESTOPPEL CERTIFICATE

Within thirty (30) days after written demand is delivered to the Board by any Owner, and upon payment to the Association of a reasonable fee (as fixed from time to time by the Association), the Board shall record an estoppel certificate, executed by a majority of its members, certifying (with respect to any Residential 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 Residential 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.

EXHIBIT A - REQUEST FOR APPROVAL

HOMEOWNER NAME: _____

ADDRESS: _____

DAYTIME PHONE: _____ EMAIL: _____

UNIT #: _____ DATE: _____

PROPOSED START DATE: _____

PROPOSED COMPLETION DATE: _____

NAME OF CONTRACTOR: _____

CONTRACTOR'S LICENSE #: _____

DESCRIPTION OF IMPROVEMENT: _____

HOMEOWNER'S SIGNATURE: _____

Architectural Review Committee

Date received: _____

Approved/ Disapproved: _____

Conditions of Approval/ or Reasons for Disapproval: _____

Committee Signature: _____ Date: _____

EXHIBIT B - CONDITIONS OF APPROVAL AND DISCLAIMER

Unless specifically agreed otherwise in writing by the Board of Directors, approval of the submitted plans is expressly conditioned upon the owner agreeing to assume the cost for any additional maintenance directly or indirectly caused by the proposed modification(s), addition (s), or improvement(s).

During the approval process, the Association may require that its architect, landscape consultant, attorney, contractor, etc., review the proposed plans. **SUCH REVIEW(S) ARE VERY LIMITED IN SCOPE AND MAY NOT BE RELIED UPON BY THE OWNER TO ENSURE CORRECTNESS OF PLANS FROM EITHER A LEGAL, ARCHITECTURAL, STRUCTURAL, ENGINEERING, LANDSCAPING, ETC., STANDPOINT.**

The applicant **FURTHER AGREES AND REPRESENTS** that, as a condition of submittal, they have independently reviewed and confirmed that the proposed plans are correct from a legal, structural, architectural, engineering, and/or landscaping standpoint and will not in any way, other than that which has been disclosed in the application, negatively impact the Association or cause damage or additional maintenance to Association-owned land and/or Association maintained property.

The applicant **FURTHER AGREES AND REPRESENTS** that the applicant has complied with all applicable Federal, State, County and City laws and ordinances and has obtained all necessary permits in connection with the proposed plans. Applicant further agrees to send copies of all permits to the Association prior to the actual implementation of the proposed plans.

PLEASE NOTE THAT APPROVAL OF THE PROPOSED PLANS BY THE ASSOCIATION DOES NOT CHANGE OR ABROGATE THE APPLICANT'S OBLIGATION TO OBTAIN ALL NECESSARY PERMITS AND/OR COMPLY WITH ALL APPLICABLE GOVERNMENTAL REGULATIONS.

Signature

Date

Print Name

Unit Number

EXHIBIT C – NEIGHBOR NOTIFICATION & ACKNOWLEDGEMENT

Please notify your neighbors indicated below, of your request for architectural improvement.

FACING NEIGHBOR:

Name

Address

Signature

Date

ADJACENT NEIGHBOR:

Name

Address

Signature

Date

ADJACENT NEIGHBOR:

Name

Address

Signature

Date

IMPACTED NEIGHBOR *ABOVE* UNIT:

Name

Address

Signature

Date

IMPACTED NEIGHBOR *BELOW* UNIT:

Name

Address

Signature

Date

SUBMITTED BY:

Name: _____

Address: _____

Home Phone: _____

Work Phone: _____

The attached plans were made available to the above neighbors for review. Each neighbor listed has been notified that I am submitting these plans for Architectural Review Committee approval.

Signature of Owner(s)

Date

SUBMISSION CHECKLIST

PLEASE INCLUDE THE FOLLOWING INFORMATION WITH YOUR REQUEST:

- Exhibit A—Request for Approval.
- Exhibit B—Conditions of Approval & Disclaimer
- Exhibit C—Neighbor Notification & Acknowledgment
- Exhibit D—Description of Improvement/Modification
- Exhibit E— Contractor Work Plan
- 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
- Life Safety Plan—If your architectural improvement requires temporary disconnection of the fire monitoring or sprinkler system, provide a detailed plan. The Owner must post a 24-hour/day fire watch during any disconnection. This must be manned by a security employee of the building, and the
- Owner must pay all expenses (including overtime) when using the employee.
- Contractor’s License (copy)
- Contractors Insurance Certificate for Workers Compensation (\$1 million minimum).
- Contractors Insurance Certificate for general liability (\$1 million minimum) naming additionally insured as follows: Alicante Owners Association and the Management Company
- Architectural Drawing—not required for window tinting or flooring.
- Product Information for materials to be used.

Please return this checklist, completed forms and other requirements listed above to:

Alicante Owners Association
c/o Alicante Architectural Review Committee
475 Redwood St.
San Diego, CA 92103

Community Manager’s email address is available at www.vivoportal.com.