



**ARIA**

**ARCHITECTURAL GUIDELINES**

# ARCHITECTURAL GUIDELINES

## INTRODUCTION TO THE ARCHITECTURAL GUIDELINES

These Architectural Guidelines are designed with the goal of providing a means to help facilitate consistency and maintain a high quality of any and all Improvements made to ARIA. These Architectural Guidelines provide guidelines and standards for all Improvements, including, sound and noise mitigation standards to help prevent noise transmission to other Units at the Project. These Architectural Guidelines are not intended to restrict individual creativity or personal preference, but rather to help preserve the attractiveness and architectural integrity of ARIA.

Each Owner must submit a complete Architectural Application to the Board prior to making any Improvements to a Residential Unit, any balconies, decks, patios or roof terraces (collectively "Unit"). All Improvements subject to these Architectural Guidelines may only be installed or constructed within a Unit after the requisite approvals from the Board and, if applicable, the appropriate city/governmental agencies have been obtained. Instructions on how to complete a submittal package for a proposed Improvement is outlined in detail below.

Each Owner should also review Article 9 of the Declaration in conjunction with these Architectural Guidelines for a full understanding of the submittal and review process, as well as the possible remedies of the Board if any Improvement is made without following the approval and review process. For any further questions regarding the review process, please contact the Property Manager.

In the event of a conflict between these Architectural Guidelines and the Declaration, the Declaration shall prevail. Additionally, if at any time an Architectural Committee is appointed, all references to the "Board" in these Architectural Guidelines shall mean the Architectural Committee as the context requires.

## SUBMITTAL OF APPLICATION FOR ARCHITECTURAL APPROVAL

Prior to the commencement of any addition, alteration, construction work or other Improvements, you must first submit an application to the Board for approval of such work, in accordance with the procedures set forth below. The following is intended to describe some of the Improvements which require approval by the Board. Even though a proposed Improvement may not be listed below, you should submit an application for your proposed Improvement, unless the Declaration or Architectural Guidelines specifically exempts that particular Improvement from architectural review.

1. Residential Units. Board approval is required for the following proposed Improvements to Residential Units:
  - a. Interior Improvements: All interior Improvements to your Residential Unit which impact or alter any part of the Common Area and any hard surface flooring require the approval of the Board. For the purpose of these Architectural Guidelines, the term "Interior Improvements" includes, but is not limited to:
    - Flooring (tile, marble, granite, wood, etc.)
    - Moving of non-bearing walls
    - Window coverings and treatments including draperies, blinds, shades, shutters, etc.
    - Plumbing
    - Security system
    - Permanent fixtures
    - Ceilings and columns
    - Any other Improvement which may impair or alter the structural integrity of the Building or the Unit.
  - b. Electrical, HVAC/Heat and Plumbing: New installations or changes to any originally installed electrical, HVAC/heating or plumbing of any kind require prior approval by the Board.
  - c. Exterior Changes or Additions: Any changes or additions to the exterior of any balconies, decks, patios

or roof terraces including, but not limited to, balcony/deck covers, windows, screens, sunshades, awnings, walls, doors, railings and gates, require approval by the Board.

d. Entry Door Hardware: Owners must not remove or replace any hardware on any entry doors without the prior approval of the Board.

2. Exterior Furnishings. The Board will review the types of balcony, deck, patio or roof terrace furnishings solely to confirm the furnishings are aesthetically harmonious.

a. Umbrellas: Placement of more than one umbrella on any balcony, deck, patio or roof terrace requires the approval of the Board. So long as an Owner is only placing one umbrella per balcony, deck, patio or roof terrace and the umbrella is of a solid, neutral color which is harmonious with and does not conflict with the color scheme of the exterior wall surface of the Unit or the Project, the approval by the Board is not required. All umbrellas must remain closed when not in use.

**Failure to Obtain Approval**: It is important that you obtain the approvals of the Board so that you are not in violation of the Governing Documents. Please also remember that 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.

#### **Declarant Approvals**:

No demising wall or floor between two or more adjoining Residential Units may be removed without the prior written consent of the Declarant for a period of ten (10) years after the date that a certificate of occupancy is issued for the last Residential Unit in the Project, as provided under the Declaration, unless Declarant notifies the Association in writing of its election 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 addition to such election of Declarant as provided herein, the Board may not grant approval of the removal of such demising wall or floor 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 Residential Units, and (c) the Plans and Specifications are otherwise in conformance with the requirements of the Declaration and these Architectural Guidelines.

If any Residential Units are "combined" as permitted above, the Owner of such Residential Units must replace all building components which were removed and perform all other work necessary to return the Residential Units to their original configuration as constructed by Declarant upon the conveyance of such Residential Units to a subsequent purchaser. Additionally, the combining of two Residential Units as provided in this section does not affect an Owner's voting rights or any of its liabilities under the Declaration or the other Governing Documents. Therefore, such Owner remains responsible for assessments and all other costs levied by the Association for each of its Residential Units as if the Residential Units were not combined.

### **ARCHITECTURAL REVIEW SUBMITTAL REQUIREMENTS**

Send requests to:

ARIA Homeowners Association  
c/o Action Property Management  
1133 Columbia Street, Suite 106  
San Diego, CA 92101

### **ARCHITECTURAL REVIEW PROCESS AND PROCEDURES**

1. Application for Approval: All applications for any Improvements requiring approval by the Board must be submitted in writing ("Home Improvement Form"), together with the items described below ("Submittal Package"). A copy of the Home Improvement Form is located in the forms section of this Handbook.

2. Delivery of Submittal Package: The Submittal Package and any resubmittals should be delivered in a manner where receipt for delivery can be obtained. This may include personal delivery, overnight courier or any method where the Property Manager acknowledges receipt of the Submittal Package in writing.

3. Submittal Package: In order to expedite the approval process, the Submittal Package for any Improvements (other than exterior furnishings and window coverings) must include three (3) sets of each of the following:

- a) Home Improvement Form
- b) Plans and Specifications showing the location, nature, kind, shape, height and materials, including the color and any other requirements set forth herein ("Plans and Specifications"), clearly indicating all proposed modifications
- c) Floor plans, if an Owner is requesting permission to remove or relocate a wall
- d) Description of materials and colors and material samples
- e) A proposed construction schedule (including proposed start and completion dates)
- f) Certificates of insurance (including contractors' exclusions and proof of valid workers compensation insurance)
- g) Permits and licenses, if applicable
- h) The Application Processing Fee, in the amount indicated below.

**The Board will not be able to review your application unless all required plans, forms, fees and information for your proposed improvement(s) are included in your Submittal Package.**

4. Submittal Package for Exterior Furnishings and Window Coverings: For any exterior furnishings or window coverings, the Owner must submit one (1) copy of a picture showing exterior furnishings or a picture showing the proposed window coverings, including the color of the proposed exterior furnishings or window coverings, as applicable.

5. Submittal Package Review Fees:

a. Application Processing Fee: The Board will determine if the Owner needs to pay a \$75.00 application processing fee ("Application Processing Fee") based on the extent of the changes/request. The Application Processing Fee, if necessary, should be paid by check and made payable to the Association. The Board reserves the right to increase the amount of the Application Processing Fee from time to time. If applicable, a fee schedule will be provided from the Property Manager.

b. Outside Consultant Fee: Each Owner must pay \$75.00 as an application processing fee ("Application Processing Fee"), which may be charged by the Board from time to time. The Application Processing Fee should be paid by check and made payable to the Property Manager. The Board reserves the right to increase the amount of the Application Processing Fee from time to time. If applicable, a fee schedule will be provided from the Property Manager.

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

6. Review of Application: The Property Manager will, upon behalf of the Board, review the Submittal Package and Submittal Fee to ensure that it contains all of the information and fees required.

If the Submittal Package is complete, the Property Manager will forward the Submittal Package to the Board. The Property Manager may determine and notify the Owner that, based upon the proposed Improvements or the complexity of the proposed Improvements, additional review fees will be required. The Submittal Package will not be submitted to the Board unless the Submittal Package is completed and until such fees are paid. Failure to submit a complete Submittal Package and include the appropriate fees with the Submittal Package will constitute an incomplete application, and the application will be returned to the Unit Owner for completion prior to review by the Board. The Submittal Package may be deemed complete by the Owner unless the Owner is informed otherwise by the Property Manager, within ten (10) days after delivery to the Property Manager.

The Board will review the Submittal Package and will provide written notification of approval, approval with conditions, or disapproval of the proposed modifications to the Property Manager. The Property Manager will then provide written

notice of the actions taken by the Board within sixty (60) days from the receipt of the Submittal Package along with one (1) set of the Submittal Package, appropriately marked with the Board's action. If an Owner fails to receive notice of the action by the Board within the sixty (60) day period, then the Owner has the right to deliver a reminder notice to the Board and Property Manager. If the Owner fails to receive a response within fifteen (15) days after delivery of the Owner's reminder notice to the Board and the Property Manager, the Submittal Package will be deemed disapproved.

If an Owner's proposal is not approved, or returned as incomplete, a revised Submittal Package may be submitted. Provided the re-submittal is prompt, and does not constitute a substantially revised proposal, the Board will attempt to review the re-submitted application within the initial sixty (60) day period. If the re-submittal is not prompt or includes substantially revised Plans and Specifications, an additional thirty (30) days may be required to complete the Board's review.

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

## **GENERAL CONDITIONS**

Approval by the Board does not constitute waiver of any governmental agencies' requirements. Architectural approval of plans does not constitute acceptance of any technical or engineering specifications, and the ARIA Homeowners Association assumes no responsibility for such. The function of the Board is to review submittals for architectural design of Improvements, placement of Improvements, color schemes, exterior finishes and materials and similar features which are recommended for use in the Project. All technical and engineering matters are the responsibility of the Owner. In addition to the restrictions set forth in the Declaration and the other restrictions set forth in this Project Handbook, each Owner must also comply with the following restrictions and guidelines.

1. Building Permits: Building permits may be required for certain Improvements or changes. The applicant must obtain Board approval of any Improvements requiring a building permit prior to requesting such permit from the City.

2. Damage to Common Area or Association Property: An Owner is responsible for any damage to the Common Area and/or Association Property. All applicable charges for restoration will be charged back to the Owner by the ARIA Homeowners Association and are due and payable within thirty (30) days from notification to the Owner.

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

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

## REQUIREMENTS FOR CONTRACTORS, SUBCONTRACTORS AND ANY OTHER WORKERS

1. Insurance and Contractors License: Each Owner must ensure that all contractors, subcontractors, or any other person or entity who/which performs work on or within the Project, must provide proof of insurance, proof of valid workers compensation insurance, a California State Contractors License (if applicable) and a San Diego Business License (if applicable) to the Board. The Association must be named as an additional insured on the Certificates of Insurance for the period of time the work is in progress.
2. Working Hours: Working hours for any Improvements are limited to Monday through Friday, 8:00 a.m. to 6:00 p.m., and Saturday from 9:00 a.m. to 6:00 p.m. No work is allowed on Sunday or on the following holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Yom Kippur and Christmas Day. Workers may access the Project thirty minutes before the applicable "Working Hours," but may not make any disruptive noise until "Working Hours" begin. Painting that does not disrupt others and work that does not create disturbing noise, vibrations or odors is not subject to the "Working Hours" limitation.
3. Registration of Work: All contractors, subcontractors and any other persons who perform work on or within the Project, must provide prior notice to the Property Manager. A representative of the Property Manager has the right to accompany the person or persons performing the work and take photographs of the condition of the Common Area and Association Property prior to the commencement of the work and after completion of the work.
4. Owner Responsibility: Each Owner is responsible for any violations by such Owner's contractor or subcontractors of the Architectural Guidelines, the Project Guidelines and the Declaration.
5. Damage: Any damage caused by contractors or sub-contractors to any Common Areas, Association Property or Units is the Owner's responsibility. Any damage must be reported immediately to the Property Management office. The Owner will be held liable for the actions of his/her contractors, subcontractors and/or workers and the Owner will be responsible for any costs of repair incurred by the Association.
6. Equipment: Contractors must use their own equipment. The use of Common Area electricity facilities, and Association tools and equipment is prohibited. Workers are also prohibited from using their equipment in the parking areas or garage or other Common Area. The Association is not responsible for the disappearance of any tools, equipment or materials left in the Common Area or Association Property.
7. Protecting Floor Areas and Elevators: The elevators must be protected with padding. The protective coverings must be removed by 6:00 p.m. each day.
8. Electrical and Plumbing: All electrical and plumbing work must be performed by a contractor licensed in the State of California in accordance with authorized Plans and Specifications. All plumbing must be properly insulated for sound and must be isolated from walls, studs, joists, ceilings and flooring.
9. Utility Shutdowns. Any plan to temporarily disconnect for any reason a Unit's utilities must occur on a date coordinated with the Property Manager at least one week prior to the proposed date for interruption of utility service. If any Property Manager or Association staff is used, the Owner must pay all expenses (including overtime) when using the employee.
10. Conduct by Workers: Workers are not allowed to bring their pets within the Project and will be denied entry if they have a pet with them. Workers are 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 or Association Property. All workers must wear shoes, pants or shorts and sleeved shirts with sleeves in the Building at all times.
11. Fire Safety Devices: No person may remove any permanent smoke detectors, sprinklers, security speakers or fire safety devices anywhere in or about a Unit, the Common Area or the Association Property. If spray paint, sanding, or any other work that could potentially set off the smoke detectors or fire sprinklers will be performed, it is permissible to cover smoke detectors and/or fire sprinklers with plastic (and no other material), but the plastic **must be removed at the end of each day. A fine of \$500 will be charged for each smoke detector or fire sprinkler left covered overnight.** Arrangement with the Association needs to be made in order to cover and protect

smoke detectors located in the Common Area corridors adjacent to the Unit. **FIRE EXITS MAY NOT BE BLOCKED AT ANY TIME.**

12. Trash and Debris: All trash and debris must be carried off-site on a daily basis. Neither the trash compactor room in the Parking Garage, nor the trash chutes located in the Building, may be used for disposing of installation debris.

13. Minimizing Dirt, Etc.: The front door of each Unit must be kept closed during construction in order to contain dust, dirt, noise, paint fumes, etc.

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

15. No Future Access: The Association has the right to bar any contractor or subcontractors from working or continuing to work at the Project for repeatedly violating any rules and requirements of the Architectural Guidelines, the Declaration or this Project Handbook.

## **NONCOMPLIANCE PROCEDURES**

If any architectural change is made without the approval by the Board or any violation of the Architectural Guidelines occurs, the Board may deliver written notice of violation to the applicable Owner. The violation notice will either (i) specify a time period for the removal of the non-approved Improvement; or (ii) provide what actions must be taken by such Owner to correct the violation or non-compliance in a manner the Board reasonably determines is necessary to cure such violating/non-conforming Improvement. The Residential Unit Owner must, upon receipt of the violation notice, (i) remove; or (ii) implement the actions provided by the Board to cure the non-conforming/violating Improvement, as applicable, within the time period specified in the violation notice or make an appeal to the Board in writing (if an Architectural Committee is formed, violation notice appeals should still be made to the Board). If an Owner fails to file an appeal within fifteen (15) days of the receipt of the notice of violation, the Owner waives any right to appeal.

Upon receipt of a written appeal, the Board will stay the enforcement of any applicable fine (as set forth in the fine schedule adopted by the Board) or imposition of any further fines until an appeal hearing has been concluded. Within thirty (30) days of a request for a hearing, the Board will schedule an appeal at a time and date to be determined by the Board. The appeal hearing will be conducted in an informal manner and the Residential Unit Owner will have the opportunity to present any information or evidence to have the fine excused or mitigated. The decision of the Board is final.

## **DISAPPROVAL BY THE ARCHITECTURAL COMMITTEE (APPEAL)**

If the Architectural Committee is appointed and the Architectural Committee disapproves any application or approves any application with conditions, the party or parties making such application may appeal in writing to the Board. The Board must receive the written request for appeal not more than thirty (30) days following the disapproval decision of the Architectural Committee. Within thirty (30) days following receipt of the written request for appeal, the Board will render its written decision. The failure of the Board to render a decision within the thirty (30) day period will be deemed a decision against the appellant. The decision of the Board is binding and final.

## **INSPECTION AND CORRECTION OF WORK**

1. Right of Inspection During Course of Construction: The Board or its duly authorized representative may enter into any Unit during the course of construction or installation of any Improvements for the purpose of inspecting such construction and/or installation to determine whether it was performed in substantial compliance with the approved Plans and Specifications, the contractor's guidelines and applicable governmental rules and regulations.

The Board may not enter into a Unit without obtaining the prior permission of the Owner or occupant of such Unit; provided, however, that such permission may not be unreasonably withheld and must provide entry to the Architectural Committee during the daylight hours within forty-eight (48) hours of the request for entry.

2. Notice of Completion: Upon the completion of any construction or reconstruction or the alteration or refinishing of any Improvements, or upon the completion of any other work for which approved Plans and Specifications are required, the Owner must deliver written notice of completion thereof to the Board.

3. Inspection: Within a reasonable period thereafter the Board, or its duly authorized representative, has the right to enter into Unit, as provided in Section 9.6 of the Declaration, to inspect such Improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved Plans and Specifications. If the Board finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved Plans and Specifications, it will notify the Owner in writing of such non-compliance within such thirty (30) day period, specifying particulars of non-compliance, and will require the Owner to remedy such non-compliance.

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## ARCHITECTURAL STANDARDS

The standards set forth below apply to all the Improvements within the Project. These standards are in addition to the standards set forth in the Project Guidelines and the other Governing Documents.

### ANTENNA AND SATELLITE DISH

These guidelines are not intended in any way to impair the installation, maintenance or use of Covered Antenna (as defined below). These guidelines are not a part of a pre-approval submittal process as described in Article 9 of the CC&Rs; however, the Board has the right to ensure that any Covered Antenna installed by Owners are installed in accordance with the following guidelines.

1. Definitions:

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

"Covered Antenna" - an Antenna covered by the FCC's Over-the-Air Reception Devices (OTARD) Rule.

2. Antenna Size And Type:

Owners may install the following Covered Antennas in accordance with these Architectural Guidelines, provided that such rules do not unreasonably delay Covered Antenna installation, maintenance, or use; unreasonably increase the cost of Covered Antenna installation, maintenance, or use; or preclude reception of acceptable-quality signals from Covered Antennas.

- a. Antennas designed to receive Direct Broadcast Satellite (DBS) service that are 39.4 inches (1 meter) or less in diameter.
- b. Antennas designed to receive Multipoint Distribution Service (MDS) that are 39.4 inches (1 meter) or less in diameter.
- c. Antennas designed to receive television broadcast signals, regardless of size.

If an Owner desires to install an antenna that is not a Covered Antenna, such installations requires the approval of the Board in accordance with the procedures set forth in Article 9 of the Declaration.

3. Location:

- a. Covered Antennas must be installed solely on Exclusive Use Easement Area and may not encroach upon, or overhang into, any Common Area, Association Property or any other Resident's property or Exclusive Use Easement Area.



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

4. Installation And Removal:

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

b. Unless otherwise prohibited by law, Covered Antennas installed within the Exclusive Use Area must be installed on a stand or tripod only and such stand or tripod may not puncture or damage any Exterior Surface.

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

d. Installation on balconies, decks, patios or roof terraces. The following devices shall be used whenever possible:

(i). Devices that permit the transmission of telecommunications signals through a glass pane without cutting or drilling a hole through the glass pane or other Common Area; and

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

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

e. Covered Antenna Camouflaging

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

(ii). Covered Antennas installed at ground level and visible from the street or other Owners' Condominiums must be camouflaged. A Covered Antenna preferably should be camouflaged by existing landscaping or screening. If existing landscaping will not adequately camouflage the Covered Antenna, then the Association may require additional camouflage. If the camouflaging will cause an unreasonable cost increase, then the Association has the option to pay for additional camouflaging.

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

5. Safety:

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

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

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

c. To prevent electrical and fire damage, Covered Antennas shall be permanently and effectively grounded but may

not grounded in a manner that requires an Owner to puncture or damage the Exterior Surface in any way.

- d. To prevent movement during a storm, Covered Antennas shall be installed to withstand wind speeds of 70 mph.

## **DRAINAGE**

There shall be no interference with the established drainage patterns, level, or grade over any Unit, Common Area or Association Property unless an adequate alternative provision is made for proper drainage and written approval is obtained from the Board. The installation of any tile or other flooring material on balconies, decks, patios or roof terraces is prohibited as it will interfere with proper drainage.

## **FLAGS AND FLAG POLES**

1. Submittal Requirements: Flags of the United States need not be submitted for Architectural Committee approval provided that they conform to the following guidelines. However, the Association reserves its rights set forth in the Declaration to prohibit Improvements that may pose a health or safety risk in the Project.

2. Guidelines:

- a. Owners may display a flag of the United States made of fabric, cloth or paper displayed from a staff or pole within a Unit, including a window, or on a tripod within the Exclusive Use Area.
- b. This excludes displaying a depiction or emblem of the United States flag made of lights, paint, roofing, siding, paving materials, flora or balloons or any other similar building, landscaping or decorative component.
- c. All other flags must be submitted to the Board in accordance with the procedures set forth in these Architectural Guidelines.

## **LIGHTING (EXTERIOR)**

1. Submittal Requirements: Owners must obtain prior Board approval and conform to the following guidelines before installing exterior electrical, gas or other artificial exterior lighting to their Exclusive Use Areas.

2. Guidelines:

- a. Exterior lighting must be directed in such a way to avoid disturbing residents of adjacent Condominiums and installed in accordance to any Board specifications.
- b. Open or uncovered flood lights or other uncovered lights are prohibited.
- c. Exterior lights must be housed in fixtures that do not clash or are inconsistent with the aesthetic scheme and architectural style of the exterior facade of the Building.

## **WATER SUPPLY SYSTEMS**

Water systems must be submitted for Board approval. Water systems must be professionally installed and maintained in accordance to all warranty requirements and in a good-operating condition at all times after installation. An Owner is strictly liable for any damage, including water intrusion and any mold or mildew resulting from the installation of any water supply system.

Individual water supply and water softener systems are prohibited in any Unit unless such system is designed, located, constructed and equipped in accordance with requirements, standards, and recommendations of the applicable water district, the City, all applicable governmental authorities and the Owner Maintenance Manual.

Reverse osmosis systems are prohibited in any Unit and will not be considered for approval.

## **WINDOW COVERINGS AND TREATMENTS**

1. Exterior screen doors, window tinting, proposed window coverings and proposed window treatments must be submitted for Board approval.

2. Window coverings may only consist of curtains, draperies, blinds, shades or shutters.
3. Aluminum foils or other reflective materials, bed sheets, papers, and the like may not be applied to windows, at any time.
4. All window coverings must be "ash"-colored consistent with the color sample approved by the Board.
5. Temporary window coverings must be removed within sixty (60) days after the Close of Escrow.
6. Exterior wrought iron or metal bars are prohibited.

## **BALCONIES, PATIOS, DECKS AND ROOF TERRACES**

1. Outdoor furniture: Balcony, deck, patio and roof terrace furniture and other similar outdoor furnishings must be maintained in good and attractive condition.

All furnishings must be equipped with protective leg caps or other devices to prevent damage to surface of the balcony, deck, patio or roof terrace. No furnishings or other Improvement shall be nailed, bolted, or otherwise attached to the floor surface, walls, or any other portion of the balcony, deck, patio or roof terrace.

2. Plants: Vegetation that extends beyond the railings, fences, walls and/or other boundaries of an balcony, deck, patio or roof terrace is prohibited.
3. Awnings, Etc.: Awnings, ornamental screens, and sunshades are prohibited on any structure or elsewhere within the Project except those that are installed in accordance with the original construction of the Project or as authorized or approved by the Board.
4. Umbrellas: Placement of more than one umbrella on any balcony, deck, patio or roof terrace requires the approval of the Board. So long as an Owner is only placing one umbrella per balcony, deck, patio or roof terrace and the umbrella is of a solid, neutral color which is harmonious with and does not conflict with the color scheme of the exterior wall surface of the Unit or the Project, the approval by the Board is not required. All umbrellas must remain closed when not in use.

## **BARBEQUES**

All barbecues are subject to any applicable regulation imposed by the City, County, State or other governmental agency. Only one (1) portable electric or propane barbeque on an Exclusive Use Common Area is permitted. All other types of barbecues, hibachis and the like are prohibited.

No permanent barbecues may be installed within any Exclusive Use Common Area. Barbeques may not be affixed to any surface within an Exclusive Use Common Area.

Barbeques must be kept in a presentable, well maintained condition and must not damage any structural component of the Exclusive Use Common Area. Barbeques should be positioned in such a manner as to minimize any smoke or odors that may interfere with neighboring Owners' use and enjoyment of their Condominiums. If a propane tank is used, all Owners must maintain the gas valve in the off position when not in use.

It is recommended all Owners or residents who choose to maintain a barbecue as permitted herein keep a fire extinguisher easily accessible in case of emergencies.

## **STRUCTURAL LOAD CHANGES**

The upper floors in ARIA are designed to support a forty (40) pound per square foot live load plus a twenty- five (25) pound per square foot dead load as outlined in the Uniform Building Code, Table 16A, Item 12. Any modifications to a Residential Unit that might increase such load of a Unit's floor must be approved by a structural engineer and the Board. These items include, without limitation, changes in flooring (i.e., installation of ceramic tile, marble, granite, hard wood, etc.) and the placement of pool tables, pianos and aquariums.

## **FLOORING**

Except for those floors installed by Declarant, any installation of new flooring or replacement of existing flooring (including, without limitation, tile or hardwood floors) in a Residential Unit must be first approved by the Board. All such flooring installations or replacements must meet all the following requirements:

1. Standards. IIC and STC and impact insulation class will be not less than 55 for any flooring upgrades.
2. Noise Transmission. All floor areas within a Residential Unit shall be covered with materials designed to minimize noise transmission. The installation of any flooring material must also include the installation of sound insulation if the Residential Unit is situated on any floor above any other Residential Units or any Common Areas.
3. Minimum Standards. Any replacement of flooring must meet or exceed the noise mitigation standards and quality of materials of the flooring originally installed in the Unit.
4. Other Materials. All hard surface flooring such as tile, marble, slate, etc. must meet all specifications required by the Board.

#### SUBMITTAL REQUIREMENTS HARD SURFACE FLOORING:

- (a) A list of the type of flooring material to be installed and the type of noise-mitigating underlayment that will be used. The information provided must be sufficiently descriptive so that the Board can determine if the proposed materials, composition and thickness of such materials are adequate to attenuate noise and vibration.
- (b) A plan view drawing of the hard surface flooring area indicating the location of all adjacent partitions, cabinets, etc., with referenced details indicating the method of isolating the hard surface flooring along the entire perimeter.
- (c) A copy of the installation instructions from the resilient floor underlayment manufacturer.
- (d) The name, qualifications, and experience of the contractor or service provider who will install the hard surface flooring and underlayment with a listing of his experience in the installation of floors utilizing impact insulation materials.
- (e) The proposed individual(s) who will oversee the installation in order to verify that the installation is in accordance with the manufacturer's requirements.

## **SIGNS**

#### SUBMITTAL REQUIREMENTS:

Noncommercial signs and posters that are more than nine (9) square feet in size and noncommercial flags or banners that are more than fifteen (15) feet in size must be submitted to the Board in accordance with the procedures set forth in the Declaration and these Architectural Guidelines.

#### GUIDELINES:

1. The color and style of signs must be harmonious with the Exterior Surface of the Building.
2. Noncommercial signs made of lights, roofing, siding, paving materials, flora or balloons or any other similar building, landscaping or decorative component, or painting of architectural surfaces are prohibited.
3. Signs may not be installed in a manner that punctures or damages any portion of the Exterior Surface.

As permitted by applicable law, one "For Sale" or "For Lease" sign may be displayed so long as such sign is not larger than eighteen inches (18") by thirty inches (30") in size.



# Aria Homeowners Association

## Electric Vehicle Charging Station Policy

Requests for installation and use of any electric vehicle charging station ("EVCS") must comply with Civil Code section 4745 and are subject to the following:

1. The owner must make application to, and obtain approval from the Architectural Committee (ARC) with the final approval from the Board of Directors (BOD) before proceeding with any work to install an EVCS. The installation and use must consider the high-quality aesthetics of the community and its amenities, including the parking garage. Applicant must use best efforts to make as little aesthetic impact as possible.
2. All cost for preparation of the application by the appropriate professionals shall be borne by the owner. Owner and each successor owner shall be responsible for all costs associated with the installation, maintenance, use, repair, removal and replacement of the EVCS, including, but not limited to, the cost to install and periodically read the sub-meter to measure the usage of electricity by the EVCS.
3. The EVCS system must be able to have audit of electricity usage performed and compared against the HOA utility bill.
4. An EVCS may be installed only in an owner's assigned parking space appurtenant to the owner's unit.
5. An EVCS must be separately metered to enable all usage cost to be borne by the owner.
6. An EVCS must meet applicable health and safety standards and all requirements imposed by State and Local permitting authorities, as well as the California Building Standards Code, California Code of Regulation, Title 24.
7. An application for an EVCS must include all of the following in order to be considered by the ARC and the BOD.
  - a. Detailed plans, specifications and schematic drawing submitted by a California licensed electrical engineer or contractor certifying:
    - i. The location of the assigned parking space where the EVCS will be installed.
    - ii. The amount of available capacity in the building's electrical panel.
    - iii. That the panel has sufficient capacity available to support the addition of the EVCS to all the existing uses.
    - iv. The routing of the lines from the building electrical panel through the garage to the assigned parking space where the EVCS will be located.
    - v. The location of the EVCS in the parking space.
8. The owner and each successive owner of the charging station shall, at all times, maintain a homeowner liability policy covering liability involving the EVCS with limits in the amount of one million dollars (\$1,000,000), which policy shall name the Aria Homeowners Association and Action Property Management named as additional insured with a right to notice of any cancellation. The owner shall provide documentation of such coverage prior to the BOD approving installation of the EVCS. Thereafter, the Association shall have the right to require the owner and each successive owner to provide evidence of such insurance coverage, and in such case, the owner shall provide documentation of such coverage from an insurer qualified to do business in the state of California within fifteen (15) days after request by the Association. If an 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 (as that term is defined in the CC&Rs) to collect the amount of the diminution.
9. The installation and routing of the conduit may not unreasonably impact other owners in the building.
10. The ARC and/or BOD will review the application and may engage the services of a California licensed electrical contractor or electrical engineer to assist in evaluation the application. All cost of such review shall be borne by the Owner.

11. If the ARC/BOD grants conceptual approval of the application, the Owner must submit all of the following prior to commencement of work:
  - a. The name, address and contact information for the California licensed electrical contractor who will perform the work.
  - b. A copy of the contractor's current California electrical contractor's license.
  - c. A copy of the contractor's current certificate of insurance evidencing a liability policy with limits in the amount of one million dollars (\$1,000,000) covering work performed in a high-rise building and workers compensation insurance, as well as documentation establishing that the AriaHomeowners Association and Action Property Management are additional insured with a right to notice of any cancellation.
12. When the Unit is sold the new owner and each successive owner of the EVCS shall be responsible for all of the following. The owner selling the Unit must have the new owner sign documents that state they are responsible for:
  - a. Damage including damage to the EVCS, common areas, exclusive common areas, and adjacent Units resulting from the installation, maintenance, repair, removal, or replacement of the EVCS.
  - b. Maintenance including maintenance, removal, repair, and replacement of the EVCS until it has been removed from the common area or exclusive use common area.
  - c. An insurance policy of one million dollars must be in place with certificates naming The Aria Homeowners Association and Action Property Management as named additional insured with notice of cancellation. See # 8 above.
13. If at any time the EVCS becomes obsolete or ceases to function as intended, it shall be the responsibility of the owner to remove the EVCS and restore the common areas impacted, if any, to their original condition at the owner's sole cost.

**Adopted by the Board of Directors on May 18, 2015**

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## HOME IMPROVEMENT FORM

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Aria Homeowners Association  
c/o Action Property Management  
1441 9<sup>th</sup> Ave  
San Diego, CA 92101

Project ARIA Condominium No. \_\_\_\_\_

Owner's Name \_\_\_\_\_

Owner's Signature \_\_\_\_\_

Owner's Name \_\_\_\_\_

Owner's Signature \_\_\_\_\_

Home Phone \_\_\_\_\_ Mobile Phone \_\_\_\_\_

Address \_\_\_\_\_

**SUBMITTAL CHECK LIST:** (Please include 3 sets of the following)

- a) Home Improvement Form
- b) Plans and Specifications showing the location, nature, kind, shape, height and materials, including the color and any other requirements set forth herein ("Plans and Specifications"), clearly indicating all proposed modifications
- c) Floor plans, if an Owner is requesting permission to remove or relocate a wall
- d) Description of materials and colors and material samples
- e) A proposed construction schedule (including proposed start and completion dates)
- f) Certificates of insurance (including contractors' exclusions and proof of valid workers compensation insurance)
- g) Permits and licenses, if applicable

**PROJECTS BEING SUBMITTED:** (Please check appropriate box)

Start \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_      Finish \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_      Floorplan: \_\_\_\_\_





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

I/we assume the responsibility for any work, including conformity of completed Improvements to the Plans and Specifications as approved by the Board or, if appointed, the Architectural Committee and the satisfaction of any time limitations for their completion as may be specified in conjunction with such approval under the above proposed modifications/Improvements. Further, I/we assume full responsibility for any work and that I/we or my contractor accomplishes which may, in the future, adversely affect adjacent properties and/or common area. I/we will assume responsibility for all future maintenance of this modification, addition, Improvement and/or landscaping.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please submit completed forms to the Property Manager at:

Aria Homeowners Association  
c/o Action Property Management  
1441 9<sup>th</sup> Ave  
San Diego, CA 92101

-----Do not write on this page (For Board/Architectural Committee use only)-----

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

\_\_\_\_\_ Approved

\_\_\_\_\_ Approved with Conditions

\_\_\_\_\_ Disapproved

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

Further Conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

Board/Architectural Committee:  
Date: \_\_\_\_\_ Initial: \_\_\_\_\_ Date: \_\_\_\_\_ Initial: \_\_\_\_\_ Date: \_\_\_\_\_ Initial: \_\_\_\_\_

# NOTICE OF COMPLETION

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

Address: \_\_\_\_\_

Condominium #: \_\_\_\_\_

The work of Improvement described as \_\_\_\_\_

was COMPLETED on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ in accordance with the Board's/Architectural Committee's written approval of the above Owner's plans and submitted package.

PLEASE PLACE REQUIRED PHOTO HERE

Signature of Owner: \_\_\_\_\_

Signature of Owner: \_\_\_\_\_

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

THIS SECTION FOR BOARD/ARCHITECTURAL COMMITTEE USE ONLY:

Date Received: \_\_\_\_\_

Inspection Performed: \_\_\_\_\_

\_\_\_\_\_ Work completed in accordance with approved plans;

File closed date: \_\_\_\_\_

\_\_\_\_\_ Work not in compliance with approved plans;

See comments and/or corrections as noted below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



\_\_\_\_\_  
Board/Architectural Committee

\_\_\_\_\_  
Date