

Alicante Owners Association

ARCHITECTURAL GUIDELINES



Alicante Owners Association

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INTRODUCTION

The goal of the Architectural Review Committee ("ARC") is to help enhance property values by ensuring conformity in the design elements of the Alicante and compliance with both Federal, State and Local laws and the Alicante Owners Association ("Association") requirements. The ARC does not seek to restrict individual creativity or personal preference. As set forth in the Association's Governing Documents, the ARC is vested with the power to approve or disapprove all "Improvements" as defined therein to Condominium Units within Alicante including all Improvements to the exterior and/or interior of a Condominium Unit.¹

The Association's Governing Documents, including the "Declaration of Covenants, Conditions And Restrictions And Reservation Of Easements Of Alicante" (the "CC&R's"), the "By-Laws Of Alicante Owners Association" ("By-Laws ") and "Articles of Incorporation of Alicante Owners Association" ("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, from time to time, revise the ARC Guidelines at the Board's sole discretion. In the event of a conflict between a provision of these ARC Guidelines and the Governing Documents it is understood that the Governing Documents shall control.²

The Board shall have the right to delegate its review and approval rights under the Governing Documents to an ARC. If the Board so elects, the ARC shall consist of three (3) members. One (1) alternate member shall be designated by the Board to act as a substitute on the ARC in the event of absence or disability of any ARC member. In the event the Board appoints an ARC, all rights hereunder shall apply to the ARC and all references to the Board shall be deemed to refer to the ARC. All references to Owner or Owners shall be to the legal owner(s) of an individual Condominium Unit within the Alicante.

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

Prior to the commencement of construction work on an Improvement for the alteration or

¹ For the purpose of the ARC Guidelines the term Condominium Unit shall be understood to include the Owner's Unit as defined in Article 2.68 of the Association's CC&R's as well as the Unit's appurtenant "Exclusive Use" areas as defined in Articles 2.31, 2.32, 2.34 and 2.35 of the Association's CC&R's. The term "Improvements" is defined in Article 2.43 of the Association's CC&R's to include any alterations or modifications to a Condominium Unit.

² Article 9 of the Association's CC&R's applies to "Architectural Review."

modification of any type on any Condominium Unit in the Alicante, the Owner(s) must first make application to the ARC for and receive approval of such work. Failure to obtain approval of the ARC shall constitute a violation of the Governing Documents affecting the Owner's unit and shall require modification or removal of unauthorized Improvements at the Owner's expense. In addition, a building or other permit may be required by the City Building Department, or other governmental agencies prior to the commencement of any work. Neither the ARC nor the Association will assume any responsibility for failure to obtain such permits. Also, obtaining such permits does not waive the obligation to obtain ARC approval. Owners must also be familiar with specific easements that may apply to the Owner's Condominium Unit and restrict placement of Improvements accordingly.

Neither the Board, the ARC, 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; or (c) the execution and filing of an estoppel certificate pursuant to Article 9.12 of the CC&R's, whether or not the facts therein are correct, provided, however, that such Board or ARC member has acted in good faith on the basis of such information as may be possessed by that person.

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

SUBMISSION PROCEDURE AND REQUIREMENTS

STEP 1: Complete the Following:

1. **Exhibit A** -Notice to Neighbors
2. **Exhibit B** --Conditions of Approval & Disclaimer
3. **Exhibit C** --Submission of Approved Permits
4. **Exhibit D** -Description of Improvement
5. **Exhibit E**--Contractor/Installer Work Plan
6. **Obtain Construction Drawings** -Plans and Specifications for works of Improvement must be prepared in accordance with the applicable building codes, permit requirements and with sufficient clarity and completeness to enable the ARC to make an informed decision about an Owner's request. Construction drawings are not required for window tinting or flooring.
7. **Life Safety Plan**- If any part of an Owner's work of Improvement requires temporary disconnection of water, the fire monitoring or sprinkler system, the Owner must provide a detailed plan. An Owner must also post a 24-hour/day fire watch during any disconnection. The firewatch shall be manned by the Owner, the Owner's Contractor at the Owner's expense or a management approved security company. Owner shall pay all expenses (including overtime) when using the management approved security company.
8. **Contractors License (copy)** -Owners shall provide a copy of each Contractor's license for each Contractor who will work on the architectural improvement.
9. **The Contractors and Subcontractors' Insurance Certificate for Workers' Compensation** or a copy of the affidavit(s) filed with the California State Contractor's Licensing Board that the contractor and the subcontractor, if any, has no employees and is exempt from the Workers' Compensation Insurance requirement shall accompany an Owner's application for an improvement/modification to a Condominium Unit.
10. **Copy of the Contractors and Subcontractors' Insurance Certificate** for general liability (\$1 million minimum) naming as additional insured both the Association and the community management company shall be required for approval of Owner's application.
11. **Product Information for materials to be used.** Specification Sheets for all products being used shall be submitted.

STEP 2: Submit one copy of each item 1 through 11 listed above to ARC 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 <https://resident.actionlife.com>. The Community Manager shall send the Owner(s) an email acknowledging receipt of the request within two business days of receipt of the request. The Community Manager will then send the request to the ARC via email and text.

Please be patient. The ARC will normally process a completed request within fifteen (15) days of having received the completed application from the Community Manager. In the event of the

ARC's needing more than fifteen (15) days time and/or information, the Community Manager will let the Owner know via email of the approximate additional time needed by the ARC to respond. Decisions of the ARC shall be transmitted by email and/or text the Community Manager.

All inquiries to the ARC must be in writing via email to the address listed above or to the email provided to the Owner(s) by the ARC.

FAILURE TO COMPLY WITH REQUIRED SUBMISSION PROCEDURES

Failure to comply with the requirements and procedures set forth herein shall cause the request of the Owner(s) to be delayed pending submission of other information and documentation to the ARC. An incomplete Application will not be reviewed and will be subject to resubmission.

SCOPE OF REVIEW

All authorized Improvements installed or constructed by an Owner within the Alicante building, Common Areas or a Condominium Unit shall 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. No Improvements of any kind whatsoever on or around or within any Condominium Unit including its Exclusive Use Common Area shall be commenced, erected, placed or completed until (1) the Owner(s) submits an application with complete plans and specifications showing the location, nature, kind, shape, height and materials, including the color and any other requirements set forth in the ARC Guidelines ("Application"), (2) the application has been approved in writing by the Board in accordance with the procedures set forth in the ARC Guidelines, and (3) the Owner has obtained all applicable City permits. The Board may select Outside Consultants to review any or all portions of the Application. The choice of the Board as to the selection of the Outside Consultants shall be final. All fees, costs and expenses associated with retaining an Outside Consultant shall be borne by the submitting Owner. The ARC review findings shall be transmitted by e-mail to the Community Manger for communication to the Owner(s).

INSPECTION AND CORRECTION OF WORK

The Board or its duly authorized representative may enter into any Condominium 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 Application. If the Board determines that such construction and/or installation was not or is not being done in substantial compliance with the approved Application, it shall notify the Owner(s) of the Condominium Unit of such non-compliance not more than thirty (30) days after the inspection specifying particulars of non-compliance, and shall require the Owner(s) to remedy such non-compliance. The Board may not enter a Condominium Unit without obtaining the prior permission of an Owner or occupant of such Condominium 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.

The Board shall schedule at least one interim inspection to be conducted by the Community Manager and/or the Building Engineer to review status and ensure compliance with approved plans. A final inspection shall be done within one week of the Owner's notice to the Community Manager that the work is complete.

NON-COMPLIANCE

If the Board is advised of or discovers a non-compliant Improvement relating to approved work on a Condominium Unit, the Board shall require the Owner(s) to remedy or remove the same within a period of not more than thirty (30) days from the date of the Board ruling. If, on the expiration of thirty (30) days from the date of a notice of non-compliance, the Owner(s) shall have failed to remedy such noncompliance, the Board, in its discretion and at its option, may either remove the non-complying Improvement or correct the non-compliance, and the Owner(s) shall reimburse the Association for all expenses incurred in connection therewith on demand. If such expenses are not promptly repaid by the Owner(s) to the Association, the Board shall levy an Enforcement Assessment against such Owner(s) for reimbursement

FAILURE TO NOTIFY

If for any reason the Board fails to notify the Owner(s) of any non-compliance within ninety (90) days after receipt of the notice of completion from the Owner(s), the Improvement shall be deemed to be in accordance with the approved Application.

INTERPRETATION AND APPEAL

All questions of interpretation 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 ARC is appointed and the ARC disapproves any Application submitted by an Owner or Owners pursuant to this Article, the Owner(s) 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 ARC. 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 Owner(s).

ENFORCEMENT

Failure to obtain the necessary approval from the ARC, or failure to complete the Improvements in conformity with the Application approved by the ARC shall constitute a violation of the Governing Documents and shall require modifications or removal of any work of improvement at the Owner's expense. Enforcement assessments may be levied by the Board of Directors at the advisement of the ARC.

VARIANCE

The Board may authorize a variance from compliance with any of the architectural provisions of the ARC Guidelines, including but not limited to an extension of a deadline for the completion of an approved project. An application for such a variance shall be made in writing submitted to the Board in care of the Alicante Community Manager and shall set forth good cause for the granting of such a variance. The application for a variance will then be considered by the Board at a duly noticed Board meeting. If such a variance is granted, no violation of the Declaration, CC&R's, By-Laws or Articles 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 said documents for any purpose except as to the particular Condominium 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 Condominium Unit, including, but not limited to zoning ordinances or other requirements imposed by the City or any other governmental authority.

COMBINING CONDOMINIUM UNITS

An Owner who acquires fee title to two (2) or more adjoining Condominium Units, may be permitted to remove the demising wall dividing the two (2) or more Condominium Units, so long as the Owner has complied with the requirements and obtained the approvals required under these ARC Guidelines for such an Improvement.

The Board shall not grant approval of the removal of a demising wall or floor between two (2) or more adjoining Condominium Units that 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 Alicante, do not contain any common utilities, and do not affect any other Condominium Units; and (c) the Plans and Specifications are otherwise in conformance with the requirements the Architectural Guidelines. If the Owner(s) of two (2) or more Condominium Units, which have been joined as described above, decides to sell such Condominium Units separately, such Owner(s) shall be responsible for replacing all building components that were removed and for performing all work necessary to return the Condominium Units to the configuration they were in prior to being joined.

FIRE MONITORING & SPRINKLER SYSTEM

If a Condominium Unit's fire monitoring system is disconnected for any reason (shut-off of sprinkler system is included), the Owner(s) must post a 24-hour/day-fire watch for **the entire duration of the shut-off or disconnect**. Said fire watch shall be manned by the Owner, the Owner's Contractor or a management approved security company, and the Owner shall pay all expenses (including overtime) when using the security company.

The Owner(s) must mark and label a copy of the original architectural drawing with asterisks and captions to indicate the location of fire sprinklers in the area of the Condominium Unit where construction will take place. New sprinkler locations must be drawn and captions should be used to describe where the contractor is proposing that the sprinklers will be relocated. If a wall or ceiling that encases or conceals plumbing or a fire sprinkler will be substantially penetrated (even if plumbing or fire sprinklers will not be relocated or altered), the orientation of the plumbing and sprinkler system lines and associated shut off valves must be submitted to the ARC in writing to ensure the following:

- All possible precautions are being taken to prevent a flood.
- A thorough understanding of what to do if an unexpected flood occurs is required.
- Water main shut-off valves that may need to be accessed in the event of an emergency are identified in advance.
- If fire sprinklers will be relocated, approval for relocation must be approved by the ARC and the City of San Diego.

INSIDE AND OUTSIDE INSTALLATIONS

This Section **does not apply** to Improvements installed by the Association.

Outside Installations. The following items are prohibited: (a) outside installations, including clotheslines, balcony or patio covers, wiring, lights attached to any outside wall, air conditioning equipment (except as originally installed when the Alicante was built), water softeners, outdoor

lighting, other machines and other Improvements, (b) Improvements to balcony railings and (c) other exterior additions or alterations to any Condominium Unit without the prior written approval of the ARC or the Board.

Inside Installations. Nothing may be done in any Condominium Unit or in, on or to the Common Area and any Association Property that may impair the structural integrity of the Alicante building or that structurally alters any part of the Alicante building without the prior written approvals required by the ARC and/or the Board.

Outside Drying and Laundering. No exterior clothesline shall be erected or maintained or hung on balconies or railings within the Alicante, 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.

EXCLUSIVE USE AREAS

Improvements as defined in CC&R Article 2.43, including without limitation any alterations or modifications as defined therein, made to the Exclusive Use Patio Area, Exclusive Use Balcony Areas and/or Exclusive Use Deck Areas shall be subject to these Architectural Guidelines and any such Improvements within those areas shall require the approval of the ARC.

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 without the prior written consent of the ARC.

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 that 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 with the prior written approval of the ARC.

The Owner is responsible for the care and maintenance of all Condominium Unit window coverings. Drapes, curtains, shutters, blinds and other window materials must be kept in good condition. The Association can compel the Owner(s) to replace shabby and torn materials exposed to the exterior.

All window coverings shall be of a neutral color harmonious with and not in conflict with the color scheme of the exterior wall surface of the Condominium Unit. Window coverings that differ from that described above shall be subject to the prior written approval of the ARC or the Board.

EXTERIOR LIGHTING

Any exterior electrical, gas or other artificial lighting installed on any Condominium 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 Condominium Unit(s). Further rules regarding exterior lighting may be promulgated by the Board or ARC.

WINDOW TINTING

In the interest of preserving the aesthetic of the exterior look of the Alicante, window tinting shall be subject to the prior written approval of the ARC. A great deal of time, effort and residential polling went into determining a shade of tint that had no pink tones or reflective qualities, as well as a tremendously durable quality.

3M holds the original window film patent and offers over 30 years of proven performance. 3M's patented adhesive system is made exclusively for 3M Scotch tint 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 Scotch tint Sun Control Window Film #RE3SNEARL (Medium performance Neutral)

SIGNAGE

No commercial signs, posters, flags, banners or other advertising shall be posted on or in an Owner's Condominium Unit or the exclusive use common area of an Owner's Condominium Unit.

Any and all non-commercial signs, posters, flags or banners posted on or in an Owner's Unit or the exclusive use common area of an Owner's Unit shall comply with all Federal, State and Local laws and ordinances, including but not limited to California Civil Code section 4710 and may be prohibited if they are otherwise deemed to endanger the public health or safety. Non-commercial signs and posters shall not exceed nine (9) square feet in size and non-commercial flags and banners shall not exceed fifteen (15) square feet in size.

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 ARC 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 that 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 Alicante's established drainage pattern, 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 this purpose, "established" drainage is defined as the drainage which exists at the time of the first close of escrow for the sale of a Condominium Unit, 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 shall use reasonable care so as to not cause any damage to such areas.

The Owner(s) shall reimburse the Association for any costs and expenses incurred in clearing such debris. 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 that 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 or the ARC.

The application for approval of such a device shall be processed by the ARC in the same manner as any other architectural modification within the Alicante, subject to the requirements of California Civil Code Section 4725 or any applicable successor statutes or law.

No wiring installations, air-conditioning or other machinery or equipment other than that originally installed or approved by the ARC and their replacements shall be constructed, erected or maintained on or within the Common Area or the Association Property, including any structures on it.

VIBRATIONS

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

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 balconies of Condominium Unit patios. 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 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 Condominium Units may be used as outdoor living areas, containing patio furniture, potted plants and other similar outdoor furnishings, that 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 other Owners or to any other property in the vicinity of the Alicante or its occupants.

No modifications to balcony surface coverings will be accepted by the ARC .

DAMAGE OR DESTRUCTION TO A CONDOMINIUM UNIT

If there is damage to any Condominium Unit, the Owner thereof shall, at the Owner's own cost and expense, perform interior repair and restoration that shall be completed as promptly as practical and in a lawful and workmanlike manner. To the extent required under the Architectural Guidelines, work must be performed in accordance with plans approved by the Board.

CONTRACTOR/SUBCONTRACTOR GUIDELINES

Owners who hire Contractors/Subcontractors to perform work at the Alicante must be aware of and advise those Contractors/Subcontractors of the following requirements:

- Any damage caused by Contractors/Subcontractors to common areas or adjacent Condominium Units by an Improvement is the Owner's responsibility.
- Any damage caused by Contractors/Subcontractors must be reported immediately by them to the management office along with a schedule of repairs.
- If the damage is not repaired in a timely manner by the Contractor/Subcontractor, the Association shall make the repairs and charge the Owner.
- The Owner shall be held liable for the actions of his/her Contractors/Subcontractors and/or workmen.
- All floor areas are to be protected with carpet mask or runners from the elevator to the Owner's Condominium 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(s) will be subject to a \$100.00 fine per violation, plus the cost of cleaning.
- All trash and debris must be carried off-site on a daily basis by Contractors/Subcontractors.
- The trash chutes on each floor **shall not** be used for disposing of debris. There will be a \$100.00 fine per violation.
- Any existing carpet, hardwood flooring and tile must be disposed of off-site. **DEBRIS MUST NOT BE DISPOSED OF IN ANY ALICANTE DUMPSTER OR TRASH CHUTE OR LEFT ANYWHERE ON THE PREMISES. DEBRIS MUST NEVER BE STORED IN THE HALLWAYS AT ANY TIME.**

- All cutting and materials manipulation should be performed inside the Owner's Condominium Unit or on the balcony and not in any of the Alicante's common areas. Common areas include the hallway, garage, driveway or any part of the lobby areas.
- The Owner(s) should make arrangements for the contractor to use only the padded elevator well in advance of the installation day.
- Only the padded, non-medical emergency elevator may be used. Contact management five (5) days in advance for scheduling elevator use.
- When the previous flooring and other debris are ready for removal, the padded elevator must be used to shuttle the debris in the most time efficient manner possible. (Note: The installer will be using one of the two elevators available to all residents).
- The elevator must be returned in the condition it was found for regular residential use before starting the next aspect of the job.
- Working hours are limited to Monday through Friday, 8:00am. to 5:00 p.m. excluding holidays as set forth in the CC&Rs.
- There will be a \$100.00 fine if work begins prior to 8:00 am or continues past 5:00 p.m. or performed on a prohibited day of the week.
- Contractors must park vehicles on the surrounding streets, not in Visitor Parking. Avoid double parking or obstructing driveways or walkways.
- 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(s), 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.
- Workers are not allowed to bring pets or children on-site and will be denied entry if they have a pet or child with them. Workers are also prohibited from creating nuisance noise unrelated to the construction work. Workers are also prohibited from eating meals or taking break on the grounds in the common areas. (\$100.00 fine per violation)
- 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 or a filed certification of no employees has been filed with the California contractor's licensing board, general liability and property damage insurance. The Association must be named as an additional insured on a Certificate of Insurance. Copies of the Certificate of Insurance, California

Contractor's license(s) and Workers' Compensation Insurance (proof of filed certification of no employees) should be included with each Request for Architectural Approval.

- 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.
- Contractors and sub-contractors must use their own equipment. Equipment or tools that are the property of the Association are not to be used at any time.
- The front door of the Condominium Unit must be kept closed during construction in order to contain dust, dirt, noise, paint fumes, etc. Failure to keep that door closed will result in a \$100 fine per occurrence.
- Arrangements with management must be made in order to cover and protect smoke detectors located in common area corridors adjacent to the Condominium Unit.
- All workers must wear shoes, pants or shorts and shirts in the building at all times.
- All workers must check in with management on arriving.
- Exclusive use of an elevator must be coordinated with management.
- No worker may use the power from the hallway or common areas.

If the approved work is not completed within three (3) months of the original completion date approved by the ARC, or the expiration of any extension of that deadline otherwise granted by the Board, the Owner **shall submit a complete and revised ARC application before commencing or re-commencing work on the Condominium Unit.**

HARD SURFACE FLOORING

Subject to obtaining an approved ARC application, the Association allows specified types of Hard Surface flooring to be used in a new installation. A new installation is defined as putting a new or different hard surface floor over the concrete slab construction.

Types of Permissible Hard Surface Flooring: Stone, ceramic porcelain tile, slate, granite, travertine, marble, mosaic, quartz, wood, laminate, ceramic tile, porcelain tile, vinyl tile and vinyl that does not contain the chemical phthalate. This typically requires the installation of acoustic mats or other specialized materials under the hard surface floor covering. In selecting a proper underlayment, Owners should be aware that the overall floor system must be sound rated considering an 8" concrete suspended slab substrate.

A leveling agent may need to 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 leveling agents that could be used in accordance with the manufacturer requirements.

Solid plank flooring is NOT recommended for installation in any Alicante Condominium Unit 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 wood floors have a tendency to crown (an upward arch on the board when one looks across the floor) and buckle. Solid plank flooring generally comes in individual pieces that 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 Owner wishes to add another hard surface above it, careful inspection is required to ensure that proper installation procedures will be followed. A consultant may be called in at the Owner'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 hard surface floor installations must meet an IIC (Impact Insulation Class) rate of 60 or higher in order to diminish noise transference to surrounding Condominium Units. This typically requires the installation of acoustic mats or other specialized materials under the floor covering. In selecting a proper underlayment, Owners should be aware that the overall floor system must be sound rated considering an 8" concrete suspended slab substrate.

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 1/4 inch gap filled with either the acoustical 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.

ESTOPPEL CERTIFICATE

Within thirty (30) days after written demand is delivered to the Board by any Owner, and on payment to the Association of any fees related to the project (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 Condominium Unit of said Owner) that as of the date thereof, either: (a) all Improvements made and other work completed by said Owner company with this Declaration, or (b) such Improvements or work do not so comply, in which event the certification shall also identify the non-complying Improvements or work and set forth with particularity the basis of such non-compliance. Any purchaser from the Owner, or from anyone deriving any interest in said Unit through the Owner, 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 - NOTICE TO NEIGHBORS

OWNER(S) NAME(S): _____

CONDOMINIUM UNIT NUMBER: _____

DAYTIME TELEPHONE: _____ EMAIL: _____

DATE: _____

PROPOSED START DATE: _____

PROPOSED COMPLETION DATE: _____

SHORT DESCRIPTION OF THE PROJECT:

NAME OF CONTRACTOR AND ALL SUB-CONTRACTORS:

SIGNATURE OF OWNER(S): _____

NOTICE OF THIS APPLICATION WAS GIVEN TO THE FOLLOWING NEIGHBORS
BY THE COMMUNITY MANAGER VIA MAIL OR TEXT

Community Manager's Signature for Notice to Neighbors:

Above: _____

Below: _____

Adjoining: _____

Adjoining: _____

Facing: _____

EXHIBIT B - CONDITIONS OF APPROVAL AND DISCLAIMER

Unless specifically agreed otherwise in writing by the Board of Directors, approval of the submitted improvement plan(s) is expressly conditioned on the Owner(s)' agreement to assume the cost of any additional maintenance directly or indirectly caused by the proposed modification(s), addition(s) or improvements.

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 on by the Owner(s) to ensure correctness of plans from either a legal, architectural, structural, engineering, landscaping, etc. standpoint.

The Owner(s) 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 Owner(s) FURTHER AGREES AND REPRESENTS that they have complied with all applicable Federal, California, San Diego County and San Diego City laws and ordinances and has obtained all necessary permits in connection with the proposed plans. Owner(s) further agrees to send copies of all permits to the Association prior to the actual implementation of the proposed plans.

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

Owner(s) Signature(s) and Date:

Owner(s) Printed Name(s) and Unit Number:

EXHIBIT C - REQUIRED PERMITS AND LICENSES

Owner(s) must send a copy of each required Permit and/or License to the Community Manager via email. The Owner(s) application for work on their Condominium Unit shall not be approved without a copy of these required Documents. For more information, see: <https://sandiego.gov/development-services/permits>.

The required City permits could include, but not be limited to, the following: Permits w/Plans. Projects that do not qualify under the permit exemptions, no-plan permits or simple permits must have a Plan building permit. This is required for projects with significant structural, electrical, plumbing or mechanical work. No-Plan Simple Electrical Permit. This permit form can be used for projects that involve only minor installations, including adding circuits, miscellaneous wiring, relocation of electrical outlets or re-wiring. *See City of San Diego Information Bulletin 103* for more information. These permits can usually be obtained on-line in a few days.

No-Plan Simple Plumbing /Gas Permit. This permit form can be used for projects that involve only minor installations, including water or sewer piping repairs, gas line repairs or shower drain replacement. *See City of San Diego Information Bulletin 103* for more information. These permits can usually be obtained on-line in a few days.

No-Plan Simple Mechanical Permit. This permit form can be used for projects that involve only minor installations, including installing new heat pumps or forced air units, or installation of exhaust fans. *See City of San Diego Information Bulletin 103* for more information. These permits can usually be obtained on-line in a few days.

No-Plan Fire-Sprinkler and Fire Alarm Permit. This permit form can be used for projects that involve only minor modifications of existing systems. *See City of San Diego Form DS- 161* for more information.

No-Plan Building Permit. This permit form can be used for projects that involve remodeling of existing kitchen and bathrooms with no changes to structural elements or wall framing. *See City of San Diego Information Bulletin 203* for more information.

Building Permit exemptions include the repair or replacement of components or existing work with similar materials for the purpose of maintenance that do not affect any electrical, plumbing, mechanical or fire sprinkler installations. Replacement flooring and minor replacement of drywall associated with the repair of electrical, mechanical or plumbing repairs is allowed. *See City of San Diego Information Bulletin 203* for more information.

EXHIBIT E – CONTRACTOR/INSTALLER CERTIFICATION

This form is to be completed by every contractor/installer, including subcontractors (“Contractor”) performing the proposed work and submitted to the Alicante Owners Association (“HOA”).

Owner(s) Name(s): _____

Condominium Unit # (where work will be performed): _____

Briefly describe the proposed work to be performed by applying Contractor: _____

All Contractors performing work on site must complete the following information presenting proof of current licensing, general liability insurance and workers compensation insurance. Exemption for workers compensation shall be demonstrated by submission of the state required certification form; otherwise, all workers on site must be employed by said Contractor with workers compensation coverage.

Contractor Entity Name: _____

Contact Person: _____

Contractor Address: _____

Contact Phone: _____

Contractor State License #: _____

Expiration Date: _____

Contractor General Liability Policy #: _____

Expiration Date: _____

Contractor Workers’ Comp Policy #: _____

Expiration Date: _____

Identify the type(s) of permit with permit numbers required for the planned project:

Building Permit _____	No-Plan Building _____	Fire Sprinkler _____
Electrical _____	No-Plan Electrical _____	Mechanical _____
Plumbing/Gas _____	No Plan Plumbing/Gas _____	No-Plan Mechanical _____

All work at the project site shall be performed exclusively by either the Contractor completing this form or by an employee of that Contractor. In consideration for being granted permission to work in the building, Contractor agrees to indemnify, defend, and hold harmless the HOA and property manager from all claims related to worker injuries, or other damages related to the performance of their work. Contractor further certifies that Contractor has reviewed the plans for the project and that any required permits have/will be obtained. Contractor hereby certifies that the information provided above is accurate and that Contractor has read and shall comply with the HOA Architectural Guidelines.

Contractor Representative: _____ Date: _____

Owner Acknowledgment: _____ Date: _____

EXHIBIT F - NOTICE OF COMPLETION

Notice is hereby given by the undersigned Owner(s) of Alicante Unit _____

that the work of improvement on Unit _____ was COMPLETED on: _____

in accordance with the ARC's written approval of the Owner(s)' plans and submitted package.

OWNER'S SIGNATURE _____

OWNER'S SIGNATURE _____

Date: _____

PROJECT INSPECTION DECISION

Date Inspected: _____

Project Work Approved: _____

Completed Project Work Disapproved: _____

Conditions of Approval or Reasons for Disapproval:

PRINTED NAMES AND SIGNATURES OF TWO BOARD MEMBERS:

1. _____

2. _____

Date: _____

ON COMPLETION OF IMPROVEMENTS :

EMAIL TO: Alicante Owners Association, Community Manager.

APPLICATION CHECKLIST

INCLUDE THE FOLLOWING INFORMATION WITH YOUR REQUEST:

- Exhibit A - Request for Approval.
- Exhibit B - Conditions of Approval & Disclaimer
- Exhibit C - Copies of Required Permits and Licenses
- Exhibit D - Description of Improvement
- 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 ARC 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. You must post a 24-hour/day fire watch during any disconnection. The firewatch shall be manned by the Owner, the Owner’s Contractor at the Owner’s expense or a management approved security company. Owner shall pay all expenses (including overtime) when using the management approved security company.

Contractor’s License (copy)

Contractor’s/Subcontractor’s Insurance for Workers’ Compensation
(\$1 million minimum) the certified affidavit filed with the California State Contractor’s Licensing Board that the contractor has no employees and is exempt from the Workers’ Compensation Insurance requirement Any sub-contractors used by the Contractor must also provide proof of Workers’ Compensation Insurance or a filed certification that the sub-contractor has no employees)

Contractor’s Insurance Certificate for General Liability’ (\$1 million minimum).
Naming additional insured as follows: Alicante Owners Association, the Board and the ARC.

Architectural Drawing- not required for window tinting or flooring.

Produce Copies of Manufacturer’s Information for All Materials to be Used in the Project

Return this Checklist, completed forms, permits and other requirements listed above to:
The Alicante Community Manager’s email.