



THE GRANDE SOUTH AT SANTA FE PLACE HOMEOWNERS ASSOCIATION

ARCHITECTURAL RULES AND REGULATIONS

Architectural Change Requirements and Restrictions

Criteria for Improvements to Units and Exclusive Use Common Areas

Approved by the Board of Directors on July 28, 2015

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INTRODUCTION

These Architectural Rules and Regulations are part of the Governing Documents of The Grande South at Santa Fe Place Homeowners Association (“Association”), which also include the Declaration of Covenants, Conditions and Restrictions (“CC&Rs”). The Board of Directors of the Association (“Board”) may review the Architectural Rules and Regulations from time to time and make appropriate revisions. In the event of conflicting provisions in the Architectural Rules and Regulations and in the CC&Rs, the CC&Rs shall prevail.

As set forth in the CC&Rs, the Architectural Committee (“Committee”) is vested with the power to review, and to approve or disapprove, all proposed Improvements to Residential Units of The Grande South. Improvements may include, without limitation, all additions, modifications, and alterations to the interior or exterior of any Unit in The Grande South, including Exclusive Use Balconies, Decks, and Patios.

The Committee does not seek to restrict individual creativity or personal preference, but rather to help assure continuity in design, which will help preserve the appearance, integrity, and property value of The Grande South.

All Improvements installed or constructed by an Owner must be completed in accordance with applicable laws, including, but not limited to, the laws, building codes, regulations and ordinances of the City of San Diego.

No structural alterations to the interior of, or Common Area surrounding, any Residential Unit, shall be made and no plumbing, electrical or other work which would result in the penetration of the unfinished surfaces of the ceilings, walls or floors shall be performed by any Owner without specific prior written consent of the Committee. The Owner must not violate specific easements that may apply to his property and restrict placement of Improvements.

The members of the Committee shall receive no compensation for services rendered, other than reimbursement by the Association for expenses incurred by them in the performance of their duties hereunder. The Committee shall have the right to hire any engineer or other consultant, the opinion of which the Committee deems necessary in connection with its review of any plans submitted by any Owner, who shall be liable for payment of the consultant’s fee.

Prior to the commencement of any **proposed Improvement** on any Residential Unit in The Grande South, **the Owner** must first **obtain approval from the Committee**. Failure to obtain approval of the Committee may constitute a violation of the Governing Documents and may require modification or removal of unauthorized Improvement 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 start of any work. Neither the Committee nor the Association assumes any responsibility for such permits, nor does obtaining such permits waive the Owner’s obligation to obtain Committee approval.

Please contact the Association office for necessary assistance or forms:

Phone (619) 236-1122

Fax (619) 236-1436

Address 1199 Pacific Hwy, San Diego, CA 92101

Email frontdeskstaff@thegrandesd.org

Website www.thegrandesd.org

Neither the Board, the Committee, nor any member thereof shall be liable to the Association or to any Owner for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings, and specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; or (c) the Improvement or any property within The Grande South. Without in any way limiting the generality of the foregoing, the Committee, or any member thereof, may, but is not required to, consult with or hear the views of the Association or any Owner with respect to any plans, drawings, specifications or any other proposal submitted to the Committee.

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SUBMISSION PROCEDURE AND REQUIREMENTS

1. All requests for Committee approval are to be made on the standard The Grande South Architectural Change Request form (“Application”) and submitted c/o the Association office.
2. Construction Drawings: Plans and Specifications for works of Improvement must be prepared in accordance with the applicable building codes, and with sufficient clarity and completeness to enable the Committee to make an informed decision on the Owner’s Application.
3. Reasonable Fees: The Committee shall have the right to establish a fee for the review and approval of Plans and Specifications. The Committee may also require an Owner to pay any fees, costs or expenses associated with the review and approval of the Owner’s Plans and Specifications by an Outside Consultant or any costs associated with the review of the Plans and Specifications by any architect on the Committee.
4. Applications which the Committee deems incomplete will not be approved.

VARIANCE

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

NO IMPAIRMENT OF STRUCTURE

Per the CC&Rs, no Owner shall make any change to his Residential Unit that would adversely affect the structural integrity of the building. It should be noted that the tower building is built with post-tension slab construction. Damaging one of the tensioning cables that runs through the slab could potentially cause serious personal injury and damage to the community. No Owner shall drill, penetrate, or otherwise tamper with the concrete or other structural elements of the Project, including the Exclusive Use Balcony Areas and the Exclusive Use Deck Areas, without obtaining the prior approval of the Committee.

COMBINING UNITS / STRUCTURAL ALTERATIONS

The Association may grant an Owner who acquires fee title to two (2) or more adjacent Residential Units, an Exclusive Use Easement on and through any non-load-bearing demising wall(s) separating these Residential Units and permission to modify or remove such demising walls subject to conformance with the requirements of the Committee, pursuant to the section of the CC&Rs entitled “Scope of Architectural Review”.

FIRE MONITORING SYSTEM / SPRINKLER SYSTEM

If the Unit’s fire monitoring system is disconnected for any reason (or if the sprinkler system is shut off), the Association shall post a 24-hour/day Fire Watch, who must be a trained employee of the building; the Owner must pay expenses (including overtime) of the Fire Watch. Building management should be contacted for current rates.

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INTERIOR DECORATING

Per the CC&Rs, each Owner shall have the right, at his or her sole cost and expense, to maintain, repair, paint, paper, plaster, and finish the interior surfaces of the ceilings, floors, doors, door or window frames, trim and drywall of the Unit. If such work will result in penetration of more than one (1) inch of the surfaces of the ceilings, walls or floors, the consent of the Committee must be obtained prior to the penetration. **Any** penetration of structural element or concrete beyond the guidelines detailed in 1 and 2 below requires prior approval by the Committee.

In particular, limitations on penetration are as follows:

1. Penetrating concrete: Any nails, screws, wall anchors, molly bolts, or other devices which will penetrate concrete should not penetrate more than three-fourths of an inch (3/4"). Drill stops, set to three-fourths of an inch (3/4") or less, should be used to control drilling penetration into concrete. The Committee shall require a formal written engineer's report if penetration greater than three-fourths of an inch (3/4") is proposed.
2. Penetrating drywall: Any nails, screws, wall anchors, molly bolts, or other devices which will penetrate drywall should not penetrate more than one inch (1"). Drill stops, set to one inch (1") or less, should be used to control drilling penetration through drywall. The Committee shall require contractor's description of method to ensure that anything penetrating drywall will not disturb plumbing or wiring.

USE OF EXCLUSIVE USE AREAS

Proposed Improvements affecting, without limitation, concrete or tile surfaces, patio, balcony, or deck covers, umbrellas, fountains and other landscaping features within the Exclusive Use Patio Area, Exclusive Use Balcony Area and/or Exclusive Use Deck Areas shall be subject to the Architectural Rules and Regulations and any proposed Improvements within such areas shall require the approval of the Committee. No vegetation shall be permitted to extend beyond the railings, fences, walls and/or other boundaries of the Exclusive Use Balcony Area, Exclusive Use Patio Area or Exclusive Use Deck Area, except as approved by the Committee.

EXTERNAL WINDOWS AND DOORS

Damaged exterior windows and patio/balcony doors must be replaced with windows and doors of equal quality and design, to be done by the Association at the Owner's expense.

WINDOW COVERINGS

The exterior surface of all curtains, drapes, shutters, blinds, and other window treatments shall be white or off-white in color. The Owner is responsible for the care and maintenance of all window treatments, which must be kept in good condition. The Association may require the Owner to replace shabby or torn materials exposed to the exterior. Aluminum foils or other mirrored materials, bed sheets, papers, and the like may not be applied to windows at any time. No exterior screens are permitted except for sliding glass doors with screen doors subject to approval by the Committee.

Window film is not approved at this time.

FLOOR COVERINGS

All floor areas in the Unit shall be covered with materials designed and installed to minimize noise transmission. All flooring assemblies must meet or surpass an IIC rating of 65. Note that removal of finished flooring and polishing the concrete is not permitted because there would be no sound insulation layer. Hard flooring (wood, tile, stone, etc.) must not abut walls or pipes; a perimeter gap must be left, to be filled with sound-dampening material. For nailed-down flooring, the length of nails or staples should be less than the combined thickness of flooring plus plywood or furring strips.

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SIGNAGE – RESIDENTIAL

No externally visible signs or other advertising device whatsoever, including without limitation commercial or similar signs, shall be erected or maintained on or within a Unit, or in a Common Area, except:

1. Such signs as may be required by legal proceedings.
2. Residential identification signs, subject to the approval of the Committee as to suitability.
3. Not more than one “For Sale” or “For Lease” sign, not larger than eighteen (18) inches by thirty (30) inches, subject to restrictions set forth in the CC&Rs and to the restriction that it must not be electric or electronic (i.e., no lights, scrolling text, or moving parts).
4. The United States flag and noncommercial signs permitted by California Civil Code Sections 4705 and 4715 respectively.

EXTERIOR LIGHTING

Any exterior electrical, gas or other artificial lighting installed on any Unit shall be positioned, screened, or otherwise directed or situated and of such controlled focus and intensity so as not to unreasonably disturb the residents of any other Unit. Balcony or patio light fixture replacements should match the building style and décor and be inconspicuous; hanging lights, ceiling fans, and glowing electric heaters may not be installed.

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 Committee. However, only reasonable restrictions on the installation and use of a solar energy system shall be permitted. Reasonable restrictions on a solar energy system are those restrictions which do not significantly increase the cost of the system or significantly affect sufficiency or specified performance, or which allow for an alternative system of comparable costs, efficiency, and energy conservation benefits.

DRAINAGE

There shall be no interference with the established drainage system within any deck, patio or balcony; unless an adequate alternative provision is made for proper drainage with the prior written approval of the Committee. For the purpose hereof, “established” drainage is defined as the drainage which existed at the time of the first close of escrow for the sale of a Condominium, or that which is shown on any plans approved by the Committee.

Except for the periodic cleaning of the Common Area drains by the Association, each Owner shall have the duty and obligation to maintain the drainage situated within any Exclusive Use Patio Area, Exclusive Use Balcony Area and/or Exclusive Use Deck Area free of debris and any other material which may impede the flow of water. If the Owner fails to maintain such drainage and, as a result, imminent danger 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. Damage resulting from the failure to maintain Exclusive Use Common Area is the responsibility of the Unit Owner.

ANTENNAE AND SATELLITE DISHES

No television or radio poles, antennae, or technological evolutions of the foregoing, or other external fixtures shall be installed without the prior written approval of the Committee. Satellite dishes for residential use do not require approval but must conform to all guidelines established by the Board of Directors, subject to any limitations set forth in Federal, State or Local laws.

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VIBRATIONS

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

HOT TUBS

No owner shall install any jacuzzi, hot tub, or spa unless approved by the Committee. The Owner shall obtain a proper building permit prior to installation.

DAMAGE OR DESTRUCTION TO A RESIDENTIAL UNIT

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

SCOPE OF REVIEW

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

FINAL APPROVAL BY ARCHITECTURAL COMMITTEE

Decisions of the Committee and the reasons therefor shall be transmitted by the Committee to the applicant at the address set forth in the Application within forty-five (45) days after receipt by the Committee of the Application. Failure of the Committee to approve or disapprove the Application within the forty-five (45) day period shall be deemed disapproval.

APPEAL

If the Committee disapproves an Application submitted by an Owner pursuant to the CC&Rs, the Owner may appeal in writing to the Board, not more than thirty (30) days following the disapproval. Within thirty (30) days following receipt of the written appeal, the Board shall make a good faith effort to render a written decision. The failure of the Board to render a decision within the thirty (30) day period shall be deemed a decision against the applicant. The decision of the Board shall be binding and final.

ENFORCEMENT

Failure to obtain the necessary approval from the Committee prior to commencing Improvements, or failure to complete the Improvements in conformity with the Application as approved by the Committee, shall constitute a violation of the Governing Documents and the Board may require modification or removal of any or all Improvements at the Owner's expense.

DILIGENCE IN CONSTRUCTION

Upon final approval of the Application, the Owner shall promptly commence construction and diligently pursue the same to completion.

INSPECTION OF WORK

The Committee's duly authorized representative may enter into the Residential Unit, from time to time, during the course of construction to inspect any Improvements. The representative may take photographs of the Improvements and adjacent portions of the Unit. If the Committee determines that such

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Improvement is not being done in compliance with the approved Application, the Committee shall notify the Owner of such noncompliance.

The Committee or its representative may not enter into a Unit without (a) giving forty-eight (48) hours' notice, and (b) obtaining the prior permission of the Owner or occupant; provided, however, that such permission shall not be unreasonably withheld.

NOTICE OF COMPLETION

Upon the completion of any Improvements, the Owner shall give written notice of completion to the Committee.

Within thirty (30) days thereafter the Architectural Committee's representative shall have the right to enter into the Residential Unit with forty-eight (48) hours' notice to inspect and photograph such Improvement. If the Committee finds that the Improvements were not done in substantial compliance with the approved Application, the Committee shall notify the Owner in writing of such noncompliance within thirty (30) days, specifying particulars of noncompliance. Within thirty (30) days after notifying Owner of noncompliance the Committee shall perform another inspection, which may include additional photographs.

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

If the Committee fails to notify the Owner of any noncompliance within sixty (60) days after receipt of the Owner's notice of completion, the Improvement shall be deemed to be in accordance with the Application.