



## Architectural Guidelines

### Introduction

The Association's governing documents, including the Declaration of Covenants, Conditions & Restrictions ("CC&Rs"), the Bylaws ("Bylaws") and Articles of Incorporation ("Articles"), establish and define certain guidelines not covered in this document. Together, these documents should be well considered by the owners and occupants of The Grande North. The Board of Directors may review the Architectural Guidelines contained within this Project Handbook from time to time and make appropriate revisions. In the event of conflicting provisions within this handbook and in the governing documents, the governing documents shall prevail.

As set forth in the Governing Documents, the Architectural Committee is vested with the power to review, approve, or disapprove all improvements to Residential Condominiums for The Grande North. Such improvements include, without limitation, additions, modifications and alterations to Units, signs, screens, window treatments, and any other modifications to the exterior of a Unit or other improvements or alterations to your home or property.

The Architectural Committee does not seek to restrict individual creativity or personal preference, but rather to help assure continuity in design, which will help preserve and improve the appearance of the Project and enhance the property values of all Owners in the Project. The Architectural Committee shall consist of three (3) members plus one (1) alternate. The members of the Architectural 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, unless the Association retains a professional architect, engineer or designer as a member of the Architectural Committee for the purpose of providing professional services, in which event reasonable compensation for such member shall be approved by the Board. The Architectural Committee shall have the right to hire any engineer or other consultant, the opinion of which the Architectural Committee deems necessary in connection with its review of any plans submitted by any Owner and such Owner shall be liable for payment of such engineer's and/or consultant's fee.

**Prior to the commencement of any alteration or construction work of any type on any Residential Unit in The Grande North, you must first make application to the Architectural Committee for approval of such work.** Failure to obtain approval of the Architectural Committee may constitute a violation of the Governing Documents affecting your home, and may require modification or removal of unauthorized works of improvement at your 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 Architectural Committee, nor the Association assumes any responsibility for failure to obtain such permits. Also, obtaining such permits does not waive the obligation to obtain Architectural Committee approval. You must also be familiar with specific easements that may apply to your property and restrict placement of improvements.

Neither the Board, Architectural 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 or (a) the approval or disapproval of any plans, drawings, and specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; (c) the Project of any property within the Project; or (d) the execution and filing of an estoppel certificate pursuant to Section 9.16 of the CC&Rs, whether or not the facts therein are correctly provided, however, that such Architectural Committee

member has acted in good faith on the basis of such information as may be possessed by him. Without in any way limiting the generality of the foregoing, the Architectural 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 Architectural Committee.

Building plans cannot be removed from the building management office but may be reviewed. Copies may be available from the Association. Please contact the Association office for necessary assistance or forms.

### **Submission Procedure And Requirements**

1. All requests ("Requests") for Architectural Committee approval are to be made on the standard The Grande North Home Improvement Form.
2. Submission of Requests: All Requests are to be made to The Grande North Architectural Committee, c/o the Association office.
3. Reasonable Fees: The Architectural Committee shall have the right to establish a fee for the review and approval of Plans and Specifications, which must be submitted to the Architectural Committee pursuant to the provisions of the Declaration. The Architectural 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 Architectural Committee.
4. Construction Drawings: Plans and Specifications for works of improvement must be prepared in accordance with the applicable building codes, and with sufficient clarity and completeness to enable the Committee to make an informed decision on your request.
5. Information related to any plan to temporarily disconnect for any reason the unit's fire monitoring system (shut-off of sprinkler system is included): The Owner must post a 24-hour/day-fire watch during any disconnection. This must be a trained employee of the building, and the Owner must pay all expenses (including overtime) when using the employee.
6. Submission of Plans: Please forward three (3) sets of your proposed plans and specifications, together with the standard Home Improvement Form, Adjacent and Impacted Neighbor Statement along with the following information to the Architectural Committee to constitute a complete Application. Please mail this information to the address noted above in Item #2. One (1) set will be returned to you after completion of the review.

### **Failure To Comply With Required Procedures**

Failure to comply with the requirement and procedures set forth in the Project Handbook and the CC&Rs shall cause your request to be delayed pending submission of other information and documentation to the Architectural Committee. An incomplete application will not be reviewed and will be subject to resubmission.

### **Scope Of Review**

The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of the considerations set forth in the CC&Rs. The Architectural 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 Architectural Committee and the reasons therefore shall be transmitted by the Architectural Committee to the applicant at the address set forth in the application for approval, within forty-five (45) days after receipt by the Architectural Committee of all forms and/or materials required by the Architectural Committee.

### **Appeal**

If the Architectural Committee disapproves any Plans and Specifications submitted by an Owner pursuant to the CC&Rs, the party making such submission may appeal in writing to the Board. The Board must receive the written request not more than thirty (30) days following the final decision of the Architectural Committee. Within thirty (30) days following receipt of the written request for appeal, the Board shall render its written decision. The failure of the Board to render a decision within the thirty (30) day period shall be deemed a decision against the applicant. The decision of the Board shall be binding and final.

### **Enforcement**

Failure to obtain the necessary approval from the Architectural Committee, or failure to complete the improvements in conformity with the plans and specifications approved by the Architectural Committee, may constitute a violation of the Governing Documents and may require modifications or removal of any work or improvement at your expense.

### **Diligence In Construction**

Upon final approval of any Plans and Specifications, the Owners shall promptly commence construction and diligently pursue the same to completion. All construction is subject to the rules and regulations for contractors/subcontractors.

### **Inspection Of Work**

The Architectural Committee or its duly authorized representative may enter into any Unit, from time to time, during the course of construction or installation of any Improvements for inspecting such construction and/or installation. If the Architectural Committee determines that such construction and/or installation is not being done in substantial compliance with the approved Plans and Specifications, it shall notify the owner of the subject Unit of such non-compliance.

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

### **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 under this Article, the Owner shall give written notice of completion thereof to the Architectural Committee.

Within thirty (30) days thereafter the Architectural Committee, or its duly authorized representative, shall have the right to enter into Unit 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 Architectural Committee finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner in writing of such non-compliance within such thirty (30) day period, specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance.

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

If for any reason the Architectural Committee fails to notify the Owner of any non-compliance within sixty (60) days after receipt of said notice of completion from the Owner, the Improvement shall be deemed to be in accordance with said approved Plans and Specifications.

### **Estoppel Certificate**

Within thirty (30) days after written demand is delivered to the Architectural Committee by an Owner, and upon payment to the Association of a reasonable fee (as fixed from time to time by the Association), the Architectural Committee shall record an estoppel certificate, executed by any two (2) of its members, certifying (with respect to any Unit of said Owner) that as of the date thereof, either: (a) all Improvements made and other work completed by said Owner comply with this Declaration, or (b) such Improvements or work do not so comply, in which event the certificate shall also identify the non-complying Improvements or work and set forth with particularity the basis of such non-compliance. Any purchaser from the Owner, or from anyone deriving any interest in said Unit through him, shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Association, Declarant and all Owners and such persons deriving any interest through them.

### **Variance**

The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Declaration. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Committee. 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 this Declaration for any purpose except as to the particular Unit and the particular provision hereof covered by the variance, nor shall it affect in anyway the Owner's obligation to comply with all governmental laws and regulations affecting its use of the Unit, including, but not limited to, zoning ordinances or other requirements imposed by the City or any other governmental authority.

### **Combining Units / Structural Alterations**

The Declarant and Association have the right to grant to an Owner who acquires fee title to two (2) or more adjacent Residential Units, an Exclusive Use Easement on and through any demising wall(s) or floors separating two (2) or more Residential Units and the right to alter, modify or remove such demising walls or floors subject to the consent of the Declarant and conformance with the requirements of the Architectural Committee, pursuant to the provisions of Section 9, Article 9.6 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 (shut-off of sprinkler system is included) you must post a 24-hour/day-fire watch. This must be a trained employee of the building, and you must pay expenses (including overtime) when using the employee. Contact building management for current rates.

### **Inside And Outside Installations**

No balcony, patio or deck covers, wiring, or installation of air conditioning, water softeners, or other machines shall be installed on the exterior of the Condominiums or within any other portion of the Condominium or be allowed to protrude through the walls or roofs of the buildings (with the exception of those items installed during the original construction of the Project), unless the prior written approvals have been obtained.

All authorized improvements installed or constructed by an Owner within the Project must be completed in accordance with applicable laws, including, but not limited to, the laws, building codes, regulations and ordinances of the City. Except as permitted in the CC&Rs, no structural alterations to the interior of, or Common Area surrounding any Unit, shall be made and no plumbing, electrical or other work which would result in the penetration of the unfinished surfaces of the ceilings, walls or floors shall be performed by any Owner without the prior written consent of the Architectural Committee.

### **Interior Decorating**

Each Owner shall have the right, at his or her sole cost and expense, to maintain, repair, paint, paper, panel, plant, tile and finish the interior of the ceilings, floors, window frames, trim and perimeter walls of the Unit, and the surfaces of the bearing walls and partitions located within the Unit subject to the Owner complying with any restrictions or limitations set forth in the Architectural Guidelines and, if such work will result in a penetration of the unfinished surfaces of the ceilings, walls or floors, obtaining the consent of the Architectural Committee.

### **Use Of Exclusive Use Areas**

Improvements including, without limitation, 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 Project Handbook and the Architectural Guidelines and any improvements within such areas shall require the approval of the Architectural Committee.

Unless installed by Declarant, no vegetation shall be permitted to extend beyond the railings, fences, walls and/or other boundaries of the Exclusive Use Balcony Area, Exclusive Use Patio Area or Exclusive Use Deck Area, except as approved by the Architectural Committee.

No Owner shall change or alter the surface of any Exclusive Use Patio Area, Exclusive Use Deck Area or Exclusive Use Balcony Area without approval of the Architectural Committee.

### **Window Coverings**

To enhance the appearance of the building, curtains, drapes, shutters, blinds, and other window materials subject to view from the exterior shall be restricted as to the color of the side exposed to the exterior. Only window coverings and materials, which have a white, off-white or beige color and tone are allowed and approved. Aluminum foils or other reflective materials, bed sheets, papers, and the like may not be applied to windows, at any time. No exterior screens are permitted except for sliding glass doors with screen doors subject to the approval of the Architectural Committee.

The unit owner is responsible for the care and maintenance of these window coverings. Drapes, curtains, shutters, blinds and other window materials must be kept in good condition. The Association can compel the unit owner to replace shabby and torn materials exposed to the exterior.

### **Floor Coverings**

All floor areas in the unit shall be covered with materials designed and installed for the purpose of minimizing noise transmission. Any Owner who intends to install or alter hard flooring materials shall submit an application to the Architectural Committee for prior approval prior to installation.

Failure to insure that flooring material and installation procedures adhere to the requirements may require removal at the Owner's expense.

### **Signage – Residential**

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

1. Such signs as may be required by legal proceedings.
2. Residential identification signs, subject to the approval of the Architectural Committee as to suitability.
3. Job identification signs during the time of construction of any portion of the Project by Declarant.
4. Signs used by the developer for the purpose of developing, improving and selling Condominiums.
5. "For Sale" signs subject to restrictions set forth in the CC&Rs.
6. Non-commercial signs permitted by Civil Code Section 1353.6.

### **Exterior Lighting**

Any exterior electrical, gas or other artificial lighting installed on any Unit shall be positioned, screened, or otherwise directed or situated and or such controlled focus and intensity so as not to unreasonably disturb the

residents of any other Unit(s). Further rules regarding exterior lighting may be promulgated by the Board or, if appointed, Architectural Committee.

### **Solar Energy Systems**

Any Owner proposing to install or use a solar energy system, as defined in California Civil Code Section 801.5, shall be subject to the same review and approval process as any owner proposing to construct any Improvements or other actions requiring the approval of the Architectural Committee pursuant to this Declaration. 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 Architectural Committee. For the purpose hereof, "established" drainage is defined as the drainage which exists at the time of the first close of escrow for the sale of a Condominium, or that which is shown on any plans approved by the Architectural 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 such 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 Board of Directors or duly appointed Architectural Committee. Owners must submit an application and notice to the Architectural Committee for approval prior to the installation of the Antenna. 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.

### **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 Architectural Review 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 their own cost and expense, perform interior repair and restoration which shall be completed as promptly as practical and in a lawful and workmanlike manner. To the extent required under Article 9 and the Architectural Guidelines, work must be performed in accordance with plans approved by the Architectural Committee.