



ARCHITECTURAL GUIDELINES

INTRODUCTION TO THE ARCHITECTURAL GUIDELINES

These Architectural Guidelines are designed with the goal of maintaining the aesthetic beauty, and preserving the safety, value and desirability of the Breeza Owners Association. By adhering to these Guidelines, which include guidelines and standards for all improvements and sound and noise guidelines, all Owners will benefit from the beauty and enjoyment of the Breeza community.

Prior to making any improvements to your Residential Unit or any Exclusive Use Balcony Area, Exclusive Use Patio Area or Exclusive Use Roof Deck (collectively "Unit"), you must first submit a complete Architectural Application to the Board or, if appointed, the Architectural Committee. After receiving written approval from the Board and complying with applicable city/governmental agencies, you may install your improvements, or undertake your approved action. Please review these "Architectural Guidelines" prior to completing your application form to ensure your submittal is complete. In the event of a conflict between these Architectural Guidelines and the Declaration, the Declaration shall prevail.

It is recommended that you also refer to Article 9 of the Declaration in conjunction with these Architectural Guidelines to insure a complete understanding of the submittal and review process. If at any time you have any questions regarding the review process, please contact the Property Management Company.

PURPOSE

These Architectural Guidelines are not intended to restrict individual creativity or personal preference, but rather to assure and preserve the value, desirability, attractiveness and architectural integrity of the Breeza community.

BREEZA OWNERS ASSOCIATION

1431 Pacific Highway, Unit 109
San Diego, CA 92101
Telephone: (619) 696-7304
Fax: (949) 450-4351
www.breezahoa.com

SUBMITTAL OF APPLICATION FOR ARCHITECTURAL APPROVAL

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

1. **Residential Units:** Board approval is required for the following proposed improvements to Residential Units:
 - (a) **Interior Improvements:** All interior improvements to your Unit which impact or alter any part of the Common Area and any hard surface flooring require the approval of the Board. For the purpose of these Architectural Guidelines, the term "Interior Improvements" shall include, but not be limited to:
 - Flooring (tile, marble, granite, wood, etc.)
 - Moving of non-bearing walls
 - Plumbing
 - Security system
 - Permanent fixtures
 - Ceilings and columnsAny other improvement (including demising walls) which may impair or alter the structural integrity of the building or the Unit
 - (b) **Electrical, HVAC/Heat and Plumbing:** New installations or changes to any originally installed electrical, HVAC/heating or plumbing of any kind require approval by the Board.
 - (c) **Exterior Changes or Additions:** Any changes or additions to the exterior of any Exclusive Use Balcony, Exclusive Use Patio or Exclusive Use Roof Deck including, but not limited to, patio covers, windows, screens, sunshades, awnings, walls, doors, railings and gates, require approval by the Board. Spas and hot tubs are allowed pursuant to Section 7.6.6 of the Declaration in certain Exclusive Use Areas.
 - (d) **Improvements in Patio, Balcony and Roof Deck Areas:** Board approval is required for any permanent installations installed within any Exclusive Use Balcony Area, Exclusive Use Patio Area and Exclusive Use Roof Deck Areas. No changes may be made to any surface materials within these Exclusive Use Areas, which are not owned by the Owner.
 - (e) **Entry Door Hardware:** Owners shall not remove or replace any hardware on any entry doors without the prior approval of the Board.
2. **Approval of Window Coverings and Patio, Balcony or Roof Deck Furniture:** The Board will require approval of window coverings and patio furniture only if they deviate from the standards set forth in this Residential Handbook. So long as patio furniture and window coverings meet the requirements set forth in this Residential Handbook, they do not require approval by the Board. If an Owner must submit for Board approval of window coverings or patio furniture which deviates from the standards set forth in this Residential Handbook, the Owner shall submit one (1) copy of a picture showing patio furnishings and/or window covering and samples of proposed fabrics and finishes. In the event the Board determines that any window coverings or patio furniture installed by an Owner does not meet the requirements of this Residential Handbook, the Board shall follow the notice and appeal procedure set forth in the Section of these Architectural Guidelines entitled "Compliance with Required Procedures." Additionally, if an Owner is uncertain whether such Owner's window coverings or patio furniture are in consistent with the standards set forth in this Residential Handbook, such Owner may submit a

request to the Board for “pre-approval” of any patio furniture by providing one (1) copy of a picture showing such patio furnishings and/or window coverings and samples of proposed fabrics and finishes.

3. **Failure to Obtain Approval:** It is important that you obtain the approvals of the Board so that you are not in violation of the Governing Documents. Please also remember that a building or other permit may be required by the County or City Building Department, or other governmental agencies prior to the commencement of any work.
4. **Declarant Approvals:** In addition to the approvals by the Board, any Improvements within an Owner’s Unit or the surrounding Common Area shall, for a period of ten (10) years after the date that a certificate of occupancy is issued for the last Unit in the Project, require the prior written consent of the Declarant unless the Declarant has notified the Association, in writing, that it (i) waives its consent to the particular work of Improvement, or (ii) no longer desires to exercise such right of review and approval for any future works of Improvement.
5. **Combining Two Units:** If an Owner desires to combine two Units, the Board shall not grant approval of the removal of a demising wall or floor between two (2) or more adjoining Residential Units which are owned by one (1) Owner unless: (a) Outside Consultants consisting of both an architect and structural engineer licensed in the State of California have approved the Plans and Specifications for such improvements, (b) such improvements do not adversely impact the structural integrity of the Project, do not contain any common utilities, and do not affect any other Residential Units, and (c) the Plans and Specifications are otherwise in conformance with the requirements of the Declaration and these Architectural Guidelines.

ARCHITECTURAL REVIEW SUBMITTAL REQUIREMENTS

Send requests to:

BREEZA OWNERS ASSOCIATION
1431 Pacific Highway, Unit 109
San Diego, CA 92101
Telephone: (619) 696-7304
Fax: (949) 450-4351

ARCHITECTURAL REVIEW PROCESS AND PROCEDURES

1. **Application for Approval:** All applications for any improvements requiring approval by the Board must be submitted in writing (“Home Improvement Form”), together with the items described below (“Submittal Package”).
2. **Delivery of Submittal Package:** The Submittal Package and any re-submittals should be delivered in a manner where receipt for delivery can be obtained. This may include personal delivery, overnight courier or any method where the Property Management Company acknowledges receipt of the Submittal Package in writing.
3. **Submittal Package:** In order to expedite the approval process, the Submittal Package for any improvements (other than patio furnishings and window coverings) must include three (3) sets of each of the following:

Home Improvement Form

Plans and specifications showing the location, nature, kind, shape, height and materials, including the color and any other requirements set forth herein (“Plans and Specifications”), clearly indicating all proposed modifications

Floor plans, if an Owner is requesting permission to remove or relocate a wall

Description of materials and colors and material samples

A proposed construction schedule (including proposed start and completion dates)

Certificates of insurance (including contractors exclusions and proof of valid workers compensation insurance)

ARCHITECTURAL REVIEW PROCESS AND PROCEDURES (CONTINUED)

Permits and licenses, if applicable

An Application Processing Fee and Security Deposit in an amount established by the Board on its fee schedule.

Names, addresses and phone numbers of all contractor's and subcontractors who will work on the project.

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

Submittal Package Review Fees and Security Deposit:

1. **Application Processing Fee:** Each Owner must pay an application processing fee in an amount established by the Board ("Application Processing Fee"). The Application Processing Fee is payable to Breeza Owners Association.
2. **Security Deposit:** Each Owner must submit a security deposit in an amount established by the Board as set forth in the Board's fee schedule. The security deposit will be returned minus any charges for damage or any other cost incurred by the Association as a result of the Owner's or Owner's contractor's/subcontractor's work in or around the Owner's Condominium. The Board has sole discretion in determining whether to return all or any portion of the security deposit after its inspection of the work performed. The amount of the security deposit does not limit the Owner's liability exposure with regard to damage caused in the course of Owner's or Owner's contractor's/subcontractor's work in or around the Owner's Condominium. The Owner is responsible for all damage caused to the Association Property, Common Area and surrounding Residential Units as further described in the Declaration.
3. **Outside Consultant Fee:** The Board 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 an architect on the Architectural Committee, if any. Any structural improvements must be approved by a licensed architect, sound engineer and any other person reasonably required to evaluate the design.
4. **Additional Fees:** Additional fees may be imposed on Owners if determined necessary, based upon the complexity or scope of the Submittal Package and/or to retain consultants. If such fees are determined necessary, you will be notified by the Property Management Company and you will be required to submit the additional fee(s) within ten (10) days of the request.
5. **Review of Application:** The Property Management Company shall, upon behalf of the Board, review the Submittal Package and submittal fee to ensure that it contains all of the information and fees required.

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

The Board will review the Submittal Package and will provide written notification of approval, approval with conditions, or disapproval of the proposed modifications to the Property Management Company. The Property Management Company will then provide written notice of the actions taken by the Board within thirty (30) days but not more than sixty (60) days from the receipt of the Submittal Package along with one (1) set of the Submittal Package, appropriately marked with the Board's action. If an Owner fails to receive notice of the action by the Board within the sixty (60) day period, then the Owner shall have the right to deliver a reminder notice to the Board and Property Management Company. If the Owner fails to receive a response within fifteen (15) days

ARCHITECTURAL REVIEW PROCESS AND PROCEDURES (CONTINUED)

after delivery of the Owner's reminder notice to the Board and the Property Management Company, the Submittal Package will be deemed disapproved.

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

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

GENERAL CONDITIONS

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

1. **Building Permits**: Building permits may be required for certain Improvements or changes. The applicant shall obtain Board approval of any Improvements requiring a building permit prior to requesting such permit from the City.
2. **Damage to Common Area and/or Association Property**: An Owner shall be responsible for any damage to the Common Area and/or Association Property. All applicable charges for restoration will be charged back to the Owner by Breeza Owners Association and are due and payable within thirty (30) days from notification to the Owner.
3. **Effect of Approval**: Approval of plans is not authorization to proceed with improvements on any property other than the Unit owned by the applicant.
4. **Building Code Requirements**: It shall be the responsibility of the Owner to ensure that proposed modifications shall be consistent with applicable building code requirements. No improvements will be permitted that could impair the structural integrity or mechanical systems of the Project, or lessen the support of any portion of the Project.
5. **Zoning**: All uses shall be in conformity with the zoning ordinances of the City.
6. **Structural Alterations**: No structural alterations to the interior of or Common Area surrounding any Unit shall be made and no plumbing, electrical or other work which would result in the penetration of the unfinished surfaces of the ceilings, walls or floors shall be performed by any Owner without the prior written consent of the Board.
7. **Mechanic's Liens**: No Owner may cause or permit any mechanic's lien to be filed against the Project for labor or materials alleged to have been furnished or delivered to the Project or any Condominium for such Owner, and any Owner who does so shall immediately cause the lien to be discharged within five (5) days after notice to the Owner from the Board. If any Owner fails to remove such mechanic's lien, the Board may, discharge the lien and charge the Owner a Special Assessment for such cost of discharge.
8. **Concrete Walls or Slabs**: No Owner shall drill, penetrate or otherwise tamper with the concrete or other structural components of the Project, including the Exclusive Use Balcony Areas, Exclusive Use Patio Areas and Exclusive Use Roof Deck Areas.

REQUIREMENTS FOR CONTRACTORS, SUBCONTRACTORS AND ANY OTHER WORK

1. **Insurance and Contractor's License:** Each Owner shall ensure that all contractors, subcontractors, or any other person or entity who/which performs work on or within the Project, shall provide proof of a minimum of \$1,000,000 coverage of general liability insurance and workers compensation insurance and proof of a California State Contractors License (if applicable) and a San Diego Business License to the Board. The Association shall be named as an additional insured on the Certificates of Insurance for the period of time the work is in progress.
2. **Registration of Work:** All contractors, subcontractors, or any other persons who perform work on or within the Project, shall provide prior notice to the Property Management Company. A representative of the Property Management Company has the right to accompany the person or persons performing the work and take photographs of the condition of the Common Area or Association Property prior to the commencement of the work and after completion of the work.
3. **Damage:** Any damage caused by contractors or sub-contractors to any Common Areas, Association Property or Units is the Owner's responsibility. Any damage must be reported immediately to the Property Management office. The Owner will be held liable for the actions of his/her contractors, subcontractors and/or workers and the Owner will be responsible for any costs of repair incurred by the Association. Such costs may be the subject of an Enforcement Assessment pursuant to Section 6.6 of the Declaration.
4. **Protecting Floor Areas and Elevators:** The service elevator must be protected with padding during any work by an Owner which could damage the interior of the elevator. The protective coverings must be removed by 6:00 P.M. each day.
5. **Trash and Debris:** All trash and debris must be carried off-site on a daily basis. Neither the trash rooms in the Parking Garage, nor the trash chutes, may be used for disposing of construction or installation debris. Contractors may use the trash dumpsters only with the permission of Property Management Company, and will be charged a fee for placing construction materials in the dumpster. Use of trash facilities by a contractor without permission will result in a fine against the Owner who hires the offending contractor.
6. **Electrical and Plumbing:** All electrical and plumbing work must be performed by a contractor licensed in the State of California in accordance with authorized Plans and Specifications. All plumbing must be properly insulated for sound and must be isolated from walls, studs, joists, ceilings and flooring.
7. **Utility Shutdowns and Service:** Any plan to temporarily disconnect a Unit's utilities for any reason must occur on a date coordinated with the Property Management Company at least one week prior to the proposed date for interruption of utility service. If any Property Management Company or Association staff is used, the Owner must pay all expenses (including overtime) when using such services. If utility equipment located in the Common Area that exclusively services an Owner's Residential Unit requires servicing, the utility service work must be performed either by the franchised utility provider or a licensed contractor qualified to do the work who is pre-approved by the Association. The Owner must provide the Property Management Company advanced notice of the work to be performed by the franchised utility provider or qualified and approved licensed contractor.
8. **Working Hours:** Working hours for any Improvements are limited to Monday through Saturday, 8:00 a.m. to 5:00 p.m. No work is allowed on Sundays or on the following holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas Day or as restricted by City ordinance. Workers may access the Project thirty (30) minutes before the applicable "Working Hours," but may not make any disruptive noise until "Working Hours" begin. Painting that does not disrupt others and work that does not create disturbing noise, vibrations or odors is not subject to the "Working Hours" limitation.
9. **Conduct by Workers:** Workers shall exhibit proper behavior consistent with the terms of this Handbook, and shall show respect towards other Residents of the Project. Workers are not allowed to bring their pets within the Project and will be denied entry if they have a pet with them. Workers are prohibited from creating nuisance noise unrelated to the construction work. Workers are also prohibited from eating meals or taking breaks on the grounds in the Association Property. Workers must perform work such as carpet cutting and tile cutting in an area designated by the Property Management Company. All workers must wear shoes, pants or shorts and shirts with sleeves in the Project at all times.
10. **Stopping Work:** The Association has the right to stop any work that is in violation of these regulations, creates a fire or safety hazard, or interferes with activities in the Association Property or Common Area.

REQUIREMENTS FOR CONTRACTORS, SUBCONTRACTORS AND ANY OTHER WORK (CONTINUED)

11. **Fire Safety Devices:** No one shall remove any permanent smoke detectors, sprinklers, security speakers or fire safety devices anywhere in or about a Unit, the Common Area or the Association Property. If spray paint, sanding, or any other work that could potentially set off the smoke detectors or fire sprinklers will be performed, it is permissible to cover smoke detectors and/or fire sprinklers with plastic (and no other material), but the plastic **must be removed at the end of the each day. A fine of \$500 will be charged for each smoke detector or fire sprinkler left covered overnight.** Arrangement with the Association c/o the Property Management Company needs to be made in order to cover and protect smoke detectors located in the Common Area corridors adjacent to the Unit.
12. Fire exits may not be blocked at any time.
13. **Equipment:** Contractors must use their own equipment. The use of Common Area or Association Property electricity facilities, and Association tools and equipment is prohibited. Workers are also prohibited from using their equipment in the parking areas or garage or other Common Area or Association Property. The Association is not responsible for the disappearance of any tools, equipment or materials left in the Common Area or Association Property.
14. **Minimizing Dirt, Etc.:** The front door of each Unit must be kept closed during construction in order to contain dust, dirt, noise, paint fumes, etc.
15. **Owner Responsibility:** Each Owner is responsible for any violations by such Owner's contractor or subcontractors of the Architectural Guidelines, the Rules and Regulations and the Declaration.
16. **No Access:** The Association shall have the right to deny further access to any portion of the Project to any subcontractor for egregious or repetitive violations of the Architectural Guidelines and the Governing Documents.

COMPLIANCE WITH REQUIRED PROCEDURES

If any architectural change is made without the approval by the Board or any violation of the Architectural Guidelines occurs, the Board may deliver written notice of violation to the Owner. The violation notice shall specify a time period for removal of the non-conforming improvement which the Board reasonably determines is necessary to remove the non-conforming Improvement. The Unit Owner shall, upon receipt of the violation notice remove the non-conforming Improvement within the time period specified in the violation notice or make an appeal to the Board in writing (if an Architectural Committee is formed, violation notice appeals should still be made to the Board). If an Owner fails to file an appeal within fifteen (15) days of the receipt of the notice of violation, the Owner shall have waived any right to appeal.

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

DISAPPROVAL BY THE ARCHITECTURAL COMMITTEE (APPEAL)

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

INSPECTION AND CORRECTION OF WORK

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

INSPECTION AND CORRECTION OF WORK (CONTINUED)

The Board may not enter into a Unit without obtaining the prior permission of the Owner or occupant of such Unit; provided, however, that such permission 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, the Owner shall give written notice of completion thereof to the Board.

Inspection: Within thirty (30) days after receiving notice of completion, the Board, or its duly-authorized representative, shall have the right to enter into Unit, as provided in Section 9.6 of the Declaration, to inspect such improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved Plans and Specifications. If the Board finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved Plans and Specifications, it 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 notification of non-compliance, the Owners shall have failed to remedy such non-compliance, the Board, after affording the Owner Notice and Hearing, shall determine whether there is a non-compliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If non-compliance exists, the Board shall require the Owner to remedy or remove the same within a period of not more than thirty (30) days from the date of the Board ruling. If the Owner does not comply with the Board ruling within such period or within any extension of such period, the Board, in its discretion, may grant, the Board, at its option, may either remove the non-complying improvement or remedy the non-compliance and the Owner shall reimburse the Association for all expenses incurred in connection therewith upon demand. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy an Enforcement Assessment against such Owner for reimbursement.

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

ARCHITECTURAL STANDARDS

The standards set forth below shall apply to the improvements within the Project. These standards are in addition to the standards set forth in the Rules and Regulations and the other Governing Documents.

DRAINAGE

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

LIGHTING (EXTERIOR)

No exterior electrical, gas or other artificial exterior lighting shall be installed (including holiday lights), other than lighting initially installed by Declarant.

WATER SUPPLY SYSTEMS

No individual water supply, sewage disposal or water softener system shall be permitted in any Unit.

STANDARDS APPLICABLE TO RESIDENTIAL UNITS

BALCONIES, PATIOS AND ROOF DECKS

1. Outdoor Furniture: Any patio furniture or other similar outdoor furnishings placed on an Exclusive Use Patio Area, Exclusive Use Balcony Area or Exclusive Use Roof Deck Area ("Exclusive Use Common Area") must be of a neutral color and simple print, if applicable, so that such furnishings do not clash with the exterior of the Building. All patio furnishings, including the fabric on cushions, must be maintained in good condition at all times. No tattered materials, overly rusted or obviously damaged furnishings will be permitted. Additionally, to avoid damaging the floor surface of an Exclusive Use Common Area, the legs of all outdoor furnishings, including tables, must be equipped with protective leg caps or other devices. Absolutely no furniture may be bolted, or otherwise attached to the floor surface, walls, or any other portion of the Exclusive Use Common Area.

Any Resident whose patio furniture is inconsistent with the Building's exterior, appears to be in disrepair or in violation of these patio furniture guidelines in any way may be required by the Board to remove or replace such furnishings by the Board upon written notice as provided in these Architectural Guidelines.

The Board also provides samples of the type of patio furniture and/or color schemes that are acceptable and appropriate under these guidelines. Contact the Property Management Company if you would like to see samples.

These furnishings must be equipped with protective leg caps or other devices to prevent damage to the floor of the Exclusive Use Common Area. Additionally, none of these furnishings or other improvement shall be nailed, bolted, or otherwise attached to the floor, walls, or any other portion of the Exclusive Use Common Area.

2. Plants: Vegetation that extends beyond the railings, fences, walls and/or other boundaries of an Exclusive Use Common Area is prohibited.
3. Awnings, etc.: Awnings, ornamental screens, and sunshades shall not be permitted on any structure or elsewhere within the Project except those that are installed in accordance with the original construction of the Project or as authorized or approved by the Board.
4. Spas: No spas or hot tubs shall be permitted in any Condominium or Exclusive Use Common Area except for the Spa Deck Units. Any such spas installed on the Spa Deck Units may not exceed 4,000 pounds and shall be in compliance with these Architectural Guidelines. Owner's of the Spa Deck Units will be responsible for purchase of, installation, maintenance and insurance costs of the spa and any other related costs. Each Owner acknowledges substantial damage may result from the improper installation and use of a spa and therefore any Owner of a Spa Deck Unit agrees to maintain adequate insurance for the spa consistent with Article 11 of the Declaration. Any spas installed in the Spa Deck Units must be covered with a protective cover when the spa is not in use.

WINDOW COVERINGS AND TREATMENTS

The outside facing side of all window coverings installed by an Owner within his or her Unit shall be of a neutral color that is harmonious with the color scheme of the exterior walls of the building. Acceptable window treatments may consist of draperies, shades or shutters. Aluminum foils or other reflective materials, bed sheets, papers, and the like may not be applied to windows, at any time. Except for tinting that is part of the original construction of the Building, window tinting is prohibited. Any window covering which deviates from these requirements will require the approval of the Board.

Care shall be taken in the installation of all window coverings not to cause damage to the window systems within the Building. In particular, all window coverings must be installed without compromising the moisture and air barrier built in the window structure. All screws used to secure window coverings must not penetrate further than the PVC bead. All Owners must take care not to damage the PVC bead in any way, this includes possible damage that may occur if you try to install window coverings that are too heavy to be supported by the window frames. Failure to comply with these restrictions may result in damage to the PVC bead. Owners shall be responsible for all damage caused to the Building as a result of such installation. Exterior wrought iron or metal bars are prohibited. Exterior screen doors must be approved by the Board.

BARBEQUES

Owners shall be permitted to operate propane, gas or electric barbeques only. No charcoal barbeques shall be allowed in any Exclusive Use Common Area or any the portion of the Project.

STRUCTURAL LOAD CHANGES

Breeza is designed to support a forty (40) pound per square foot live load as outlined in the Uniform Building Code, Table 16A, Item 12. Any modifications to a Unit that might increase such load of a Unit's floor must be approved by a structural engineer and the Board. These items include, without limitation, changes in flooring (i.e., installation of ceramic tile, marble, granite, hard wood, etc.) and the placement of pool tables, pianos, potted plants or trees, and aquariums.

FLOORING

SUBMITTAL REQUIREMENTS:

Except for those floors installed by Declarant, no Residential Owner shall install flooring (including without limitation tile or hardwood floors) or replace any flooring unless the prior approval of the Board has been obtained. Any installation of hardwood flooring permitted by the Board must include a sound control underlayment system. Installation of such sound control underlayment system shall include provisions for a perimeter insulation material which will ensure that impact noises are not transmitted into the Residential Units below the floor either directly through the floor or by going around the floor and through the surrounding walls.

GUIDELINES:

1. STC and impact insulation class will be approximately 57 for carpet and pad.
2. STC and impact insulation class will be a minimum of 55 for wood or tile. The modified assembly must also achieve a tested IIC rating of IIC-55.
3. All floor areas within a Unit shall be covered with materials designed to minimize noise transmission. The installation of carpet must also include the installation of padding if the Unit is situated on any floor above any other Units or any Common Areas.
4. Other Materials. Hard surface flooring such as tile, marble, slate, etc. may only be installed if it meets the specifications adopted by the Board.

ADDITIONAL REQUIREMENTS FOR HARD SURFACE FLOORING

SUBMITTAL REQUIREMENTS:

The Owner of any Residential Unit wishing to install a hard surface floor must submit to the Board the following:

- (a) A construction drawing clearly indicating the type of flooring to be installed and the underlayment to be provided to mitigate against impact noises such as footfalls. The drawing must clearly identify all materials, their composition and thickness.
- (b) A plan view drawing of the hard surface flooring area indicating the location of all adjacent partitions, cabinets, etc., with referenced details indicating the method of isolating the hard surface flooring along the entire perimeter.
- (c) A copy of the installation instructions from the acoustical floor underlayment manufacturer.
- (d) The name, qualifications, and experience of the contractor who will install the hard surface flooring and acoustical underlayment with a listing of his experience in the installation of floors utilizing impact insulation materials.
- (e) The proposed individual(s) who will oversee the installation in order to verify that the installation is in accordance with the manufacturer's requirements.

SOUND ATTENUATION

In any multi-family dwelling, sound may be audible between Units, particularly where the sound level of the source is sufficiently high and the background noise in an adjacent Unit is very low. Each Owner shall endeavor to minimize any noise transmission from his or her Unit.

GUIDELINES:

1. No holes or other penetrations shall be made in demising walls (party walls) without the prior approval of the Board. Acoustical sealant shall be packed around all holes made by nails or screws when hanging items from the wall.
2. No penetration deeper than 3/4" may be made into a demising wall of a Residential Unit when attaching non-sound transmitting items such as picture frames, art, window coverings and certain types of furniture that typically are attached to walls or to some portion of a residence, such as a "Murphy Bed," if approved by the Architectural Committee.
3. No modifications shall be made to any Residential Unit which would result in a reduction in the minimum impact insulation class of the Unit.
4. Speakers for music reproduction, television and other audio-visual devices shall not be supported from or contact demising walls and shall be elevated from the floor by a proper acoustic platform.
5. Pianos shall have at least one-half inch (1/2") neoprene pads under the supports to minimize vibration transmission into the structure.
6. All furniture shall contain rubber castors or felt pads to minimize noise and vibration.

SIGNS - RESIDENTIAL UNITS

All signage shall be pursuant to Section 7.1.5 of the Declaration. Any signs permitted under the Declaration may only be placed on the interior side of window glass within such Owner's Residential Unit. If permitted by applicable law each Residential Unit may have no more than one (1) for sale or lease sign that is reasonable in size, and shall be of a color and style authorized by the Board.