



COMMERCIAL AND OFFICE ARCHITECTURAL GUIDELINES

Adopted by Breeza Owners Association on November 24, 2008

ARCHITECTURAL GUIDELINES

INTRODUCTION TO THE ARCHITECTURAL GUIDELINES

These Architectural Guidelines are designed with the goal of maintaining the structural integrity and aesthetic beauty of Breeza. By adhering to Architectural Guidelines, which include guidelines and standards for all improvements and sound and noise guidelines, all Owners will benefit from the beauty and enjoyment of Breeza.

Prior to making any structural modifications to any Condominium or any exterior installations, additions or alterations to any Condominium or the Common Area, the Owner 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, the proposed Improvements may be installed and all other approved actions can be undertaken. Please review these "Architectural Guidelines" prior to completing an application form to ensure each submittal is complete. In the event of a conflict between these Architectural Guidelines and the Declaration, the Declaration shall prevail.

It is recommended Article 9 of the Declaration is carefully reviewed in conjunction with these Architectural Guidelines to ensure a complete understanding of the submittal and review process. If any portion of the approval process set forth in these Architectural Guidelines is unclear, 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 Breeza.

SUBMITTAL OF APPLICATION FOR ARCHITECTURAL APPROVAL

Except as provided below, prior to the commencement of any structural modification or any installation, addition, or alteration to the exterior of a Unit, the Owner must first submit an application to the Board for approval of such work in accordance with the procedures set forth in these Architectural Guidelines.

1. **Interior Improvements:** Improvements only affecting the interior of a Commercial Unit, or Office Units that do **NOT** affect any of the structural components of the Project will not require prior Board approval. Any interior Improvements that affect (i) any of the structural components of the Common Area and/or Association Property; or (ii) impair the Association's or another Condominium's ability to access the Utility Facilities requires prior Board approval. However, any modifications, alterations or Improvements to the Office Units must comply with the restrictions of the Historic Building as provided in the Declaration.
2. **Electrical, HVAC/Heat and Plumbing:** New installations or changes to any originally installed electrical, HVAC/heating or plumbing require approval by the Board if they affect the Common Area or Association Property.
3. **Signage:** The Board shall have the power to review all signs which are not in conformance with the Signage Guidelines attached hereto.
4. **Historic Building:** Changes or improvements that would affect the Historic Building described in the Declaration must be submitted for review. Some changes involving the Historic Building will also require separate governmental agency review and approval.
5. **Failure to Obtain Approval:** It is important that the requisite approvals of the Board are first obtained to avoid any 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.
6. **DECLARANT APPROVAL: DECLARANT HAS THE SOLE RIGHT UNDER THE DECLARATION TO APPROVE CERTAIN IMPROVEMENTS TO THE COMMERCIAL UNITS AND OFFICE UNITS DURING THE TIME DECLARANT IS AN OWNER OF A CONDOMINIUM AT THE PROJECT. ANY IMPROVEMENTS TO THE COMMERCIAL UNITS AND OFFICE UNITS THAT ARE APPROVED BY DECLARANT IN WRITING ARE EXEMPT**

FROM HAVING TO OBTAIN APPROVAL FROM THE BOARD AS PROVIDED IN THESE ARCHITECTURAL GUIDELINES.

ARCHITECTURAL REVIEW SUBMITTAL REQUIREMENTS

Personally deliver requests to the Property Management Company or send requests to:

Send requests to:

BREEZA OWNERS ASSOCIATION
1431 Pacific Highway, Unit 109
San Diego, CA 92101
Telephone: (800) 400-2284

ARCHITECTURAL REVIEW PROCESS AND PROCEDURES

1. Application for Approval: All applications for any Improvements requiring approval by the Board must be submitted in writing ("Improvement Form"), together with the items described below ("Submittal Package").
2. Delivery of Submittal Package: The Submittal Package and any resubmittals should be delivered in a manner where receipt for delivery can be obtained. This may include personal delivery, overnight courier or any method where the Property 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 requiring Board approval must include three (3) sets of each of the following, if applicable:
 - (a) Unit Improvement Form
 - (b) Electrical plans
 - (c) Mechanical HVAC plans
 - (d) Sprinkler plans
 - (e) Partition plan
 - (f) Reflective ceiling plan
 - (g) Flooring plan
 - (h) Structural Plans (if any)
 - (i) Floor plans, if requesting permission to remove or relocate a wall
 - (j) Description of materials and colors and material samples
 - (k) A proposed construction schedule (including proposed start and completion dates)
 - (l) An Application Processing Fee and Security Deposit in an amount established by the Board on its fee schedule
 - (m) Copy of the General Contractor's State of California License demonstrating that the General Contractor is in good standing with the State of California
 - (n) Certificates of insurance (including contractors' exclusions and proof of valid workers' compensation insurance)

- (o) List of all subcontractors to be performing work in the Condominium or Common Area. Only the Association-approved roof, sprinkler, elevator and signage subcontractors are permitted to perform their respective work. Confirmation that these subcontractors are to be retained to complete the aforementioned work must be provided to the Board.
- (p) Permits and licenses, if applicable

Mechanical, Electrical and Plumbing Plans must be certified and stamped by a State of California Licensed Engineer.

The Board will not be able to review an application unless items (a) through (l) (as applicable to the proposed Improvements) are included in each Submittal Package. Items (m) through (p) must be submitted to the Board prior to starting working within the Unit.

4. Submittal Package Review Fee and Security Deposit:

- (a) 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.
- (b) 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 Units as further described in the Declaration
- (c) Outside Consultant Fee: If the nature of the proposed improvements require any outside consultants, such as a licensed architect, structural engineer, etc., to review the Plans and Specifications, the Owner will be responsible for any costs associated with such review. A separate invoice will be sent directly to the Owner for such costs. All improvements that affect the structural integrity of the Building will require review by a licensed architect and engineer.
- (d) Additional Fees: Additional fees may be imposed by the Board if determined necessary, based upon the complexity or scope of the Submittal Package and/or to retain consultants. If such fees are determined necessary, the Owner will be notified by the Property Management Company and the Owner will be required to submit the additional fee(s) within ten (10) calendar 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 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, construction of the Improvements must promptly commence and be diligently pursued to completion in conformance with the construction schedule provided in the approved Submittal Package.

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 the 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 Handbook, each applicant shall also comply with the following restrictions and guidelines.

1. Historical Building. The building which encompasses the Office Units (the Parron Hall Building) was designated as a City of San Diego Historical Landmark #257. As set forth in Section 8.5 of the Declaration, any and all future development, redevelopment or rehabilitation to the historical facades of the building will be subject to the City of San Diego Historical Resources Board and the Center City Development Corporation (or its successor). Please review Sections 4.4.5, 8.5, 9.7 and 9.18 of the Declaration for further information on improvements to the Office Units.

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

3. Damage to Common Area and Association Property: Each Owner is responsible for any damage to the Common Area and Association Property caused by that Owner or Occupant's Invitees. The Owner is responsible for its tenants and any other party occupying the Unit, all costs to repair/restore such damage will be assessed to the Owner, regardless if the Owner is not the Occupant, by the Association, in the event such costs are not paid by the responsible applicant.

4. Effect of Approval: Approval of plans is not authorization to proceed with Improvements on any property other than the portion of the Unit leased or owned by the Occupant or Owner, respectively.

5. 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, mechanical systems the Utility Facilities of the Project, or lessen the support of any portion of the Project.

6. Zoning. All uses shall be in conformity with the zoning ordinances of the City.

7. Mechanic's Liens. No applicant 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 Unit for such applicant, and any applicant who does so shall immediately take all necessary actions to cause the lien to be discharged within five (5) calendar days after being notified of such lien by the Board. If any applicant fails to remove such mechanic's lien within the time specified, the Board may, discharge the lien and charge the Owner, regardless if the lien was caused by Occupant, a Special Assessment for such cost of discharge.

8. Concrete Walls or Slabs. No drilling, penetrating or otherwise tampering with the concrete or other structural components of the Project in any way will be permitted.
9. Utility Facilities. No modifications or installations of any Improvement that would prevent or impair access to the Utility Facilities of another Condominium or the Association Property will be permitted.
10. Grease Interceptors. All grease interceptors must meet or exceed standards customary for the type of business and use such grease interceptors are being installed to support. Grease interceptors must be installed in accordance with applicable industry standards and comply with all manufacturers' requirements and recommendations. Any grease interceptor or other similar equipment installed in any portion of the Common Area or Association Property must be regularly inspected, maintained, repaired and/or replaced, as necessary, at the expense of the applicable Commercial Owner. A fire extinguisher must be installed by and maintained at the expense of the Commercial Owner in a location adjacent or sufficiently near each grease interceptor.

REQUIREMENTS FOR CONTRACTORS, SUBCONTRACTORS AND ANY OTHER WORK

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.

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.

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.

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.

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.

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.

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 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.

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.

Conduct by Workers: Workers shall exhibit proper behavior consistent with the terms of this Handbook, and shall show respect towards other Occupants and 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.

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.

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.

Fire exits may not be blocked at any time.

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.

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.

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.

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.

1. Insurance Requirements for General Contractors

(a) Worker's Compensation. Worker's compensation and employer liability insurance shall comply with the statutory requirements of the state.

(b) Commercial General Liability. Commercial General Liability insurance including contractual liability and completed operations with minimum amounts of \$2,000,000 per occurrence and \$3,000,000 annual general aggregate.

(c) Auto Liability. Auto Liability including owner, non-owned and hired in the amount of \$1,000,000 combined single limit.

(d) Commercial Crime Coverage. Commercial Crime Insurance with Blanket Employee Theft coverage for loss of or damage to money, securities or other property, including property of others for which the contractor is legally liable, and endorsed to cover property inside the premises of a client and have limit of liability if not less than \$1,000,000 any one loss or occurrence.

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.

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 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 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.

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.

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 this Handbook and the other Governing Documents.

ANTENNAE AND SATELLITE DISHES

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

DEFINITIONS:

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

“Covered Antenna” - an Antenna covered by the FCC’s Over-the-Air Reception Devices (OTARD) Rule.

“Commercial Antenna” – any device used for transmission or receipt via satellite of financial transaction data and/or other data for cash management of commercial operations within a Commercial Condominium.

ANTENNA SIZE AND TYPE:

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

1. Antennas designed to receive Direct Broadcast Satellite (DBS) service that are 39.4 inches (1 meter) or less in diameter.

2. Antennas designed to receive Multipoint Distribution Service (MDS) that are 39.4 inches (1 meter) or less in diameter.

3. Antennas designed to receive television broadcast signals, regardless of size.

B. **Commercial Antennas.** Commercial Condominium Owners may install Commercial Antennas, regardless of size, within the Project in the locations set forth below and subject to the other guidelines set forth in these Architectural Guidelines.

If an Owner desires to install an antenna that is not a Covered Antenna or a Commercial Antenna, such installation requires the approval of the Board in accordance with the procedures set forth in Article 9 of the Declaration and such approval shall be processed and issued in accordance with the requirements of California Civil Code Section 1376.

LOCATION:

1. An Owner must install a Covered Antenna solely on such Owner's Exclusive Use Common Area, if any, and may not encroach upon, or overhang into, any Common Area, Association Property or any other Owner's property or Exclusive Use Easement.

2. Covered Antennas shall be located in a place shielded from view from other Condominiums, from streets, or from outside the Project to the maximum extent possible. If Covered Antennas can receive acceptable-quality signals from more than one location, then Covered Antennas must be located in the least visible preferred location, to the extent such location does not unreasonably increase the installation costs.

3. A Commercial Owner may install and maintain a Commercial Antenna on the roof of the Building in a suitable location designated by the Board; provided, however, if Declarant owns any Unit within the Project, Declarant shall have the right to approve the designated location prior to installation of the Commercial Antenna. The Board shall designate only those locations on the roof of the Building where the Commercial Antenna will not interfere with the use of such roof area and will not unreasonably obstruct the view from an Exclusive Use Roof Deck Area or the Community Roof Deck.

INSTALLATION AND REMOVAL:

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

2. Unless otherwise prohibited by law, Covered Antennas installed within the Owner's Exclusive Use Common Area must be installed on a stand or tripod only and such stand or tripod may not puncture or damage any exterior surface.

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

4. Installation of Covered Antenna on an Owner's Exclusive Use Common Area

No perforations of Association Property or Common Area, including exterior Building walls or surfaces, are permitted. Rather, the following devices shall be used:

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

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

c. Existing wiring for transmitting telecommunications signals and cable services signals.

5. Covered Antenna Camouflaging

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

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

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

6. Commercial Antenna Installation and Maintenance

a. Commercial Condominium Owners shall have the necessary rights of access to install and maintain their respective Commercial Antennas on the Building roof in the locations designated by the Board and approved by the Declarant, as applicable.

b. Commercial Antennas installed within view of an Exclusive Use Roof Deck Area or the Community Roof Deck shall be screened using materials and colors that blend into the Building roof.

c. Exterior Commercial Antenna wiring shall be installed so as to be minimally visible and blend into the material to which it is attached.

SAFETY:

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

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

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

3. To prevent electrical and fire damage, Covered Antennas and Commercial Antennas shall be permanently and effectively grounded but may not be grounded in a manner that requires an Owner to puncture or damage the exterior surface in any way.

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

INSTALLATION NOTICE FORM

An Owner installing a Covered Antenna must notify the Association of such installation as soon as reasonably possible before or after installation has been completed. This Installation Notice Form is not a pre-approval requirement as set forth in Article 9 of the Declaration

Name: _____ Date: _____

Address: _____ Phone: _____

Unit No. _____

Type/Model of Satellite dish or antenna: _____ Diameter: _____

Satellite dish or antenna location: _____

Sketch location relative to building:

Is satellite dish or antenna installed on a freestanding base, pole, or tripod?

Yes No

Do any wires or does conduits penetrate the window systems or structure?

Yes No

Is satellite dish or antenna screened?

Yes No

Is satellite dish or antenna painted to match the building surface or blend with surrounding?

Yes No

Date of installation: _____

Please send your completed form to the address below:

BREEZA OWNERS ASSOCIATION
1431 Pacific Highway, Unit 109
San Diego, CA 92101
Telephone: (800) 400-2284

SIGNAGE GUIDELINES

SIGNAGE GUIDELINES

These Signage Guidelines apply to all signage visible from the exterior of the Units that is installed for the benefit of the Commercial Units or Office Units at the Project, including but not limited to hanging logo signs, blade signs, window signs, window glazing on window and door glass and wall mounted signage installed upon the Building exterior.

1. **City Approval.** The Commercial Owners and Office Owners shall comply with all City requirements, including but not limited to the Sign Regulations set forth in the San Diego Municipal Code, and other applicable laws regarding signage for the Commercial Units and Office Units in the Project. All required City permits shall be obtained prior to installation of signage at the Project. Prior to installation of any signage within a Commercial Unit or Office Unit at the Project, the applicable Commercial Owner or Office Owner shall submit evidence to the Board of the City's approval of the proposed signage for the Commercial Unit or Office Unit, as applicable.

2. **Declarant Approval.** So long as the Declarant under the Declaration owns any Units within the Project, Declarant shall have the right to review and approve or reject signage for the Commercial Units and Office Units at the Project in Declarant's sole discretion prior to the installation of such signage. The applicable Commercial Owner or Office Owner shall submit evidence of Declarant's approval of the proposed signage to the Board along with its evidence of City approval described above. The Board shall have no right to reject Commercial or Office signage that is approved by Declarant and the City in accordance with this Section 2 of these Signage Guidelines.

3. **Installation Requirements.** Each Commercial Owner and Office Owner is responsible for mounting its own signage pursuant to the drawings and specifications approved by the City and, if applicable, the Declarant. Such signage shall not encroach onto the exterior walls surrounding other Units or Common Area. If electricity for the signage is required and approved, such wiring shall be installed as required by applicable laws and regulations. The wiring and related electricity equipment shall be mounted as discreetly as possible in order to minimize disruption of the harmonious appearance of the Building exterior. Installation of mounting hardware and lighting mechanisms shall not interfere with the structural integrity or weather-proofing components of the Building.

UNIT IMPROVEMENT FORM

Notes: This form is only to be used once the Declarant under the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of Breeza (“Declaration”) no longer has the sole right to review plans and specifications pursuant to the Declaration and the Architectural Guidelines.

SEND TO:

BREEZA OWNERS ASSOCIATION
1431 Pacific Highway, Unit 109
San Diego, CA 92101
Attn: Architectural Review for Breeza

Name	Unit #	Best telephone #	Date of Request
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Applicant is the (Mark only one): _____ Owner _____ Tenant _____ Other Occupant

Complete the following as applicable:

Contractor:

Name: _____ Company: _____

Phone(s): _____ State and License Number: _____

Designer:

Name: _____ Company: _____

Phone(s): _____

Insurance Carrier:

Name: _____ Company: _____

Phone(s): _____

Please use this form for ALL Architectural Review Submissions. Please enclose the items that apply in the following stacking order:

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

1. Improvement Form
2. Electrical plans
3. Mechanical HVAC plans
4. Sprinkler plans
5. Partition plan
6. Reflective ceiling plan
7. Flooring plan
8. Structural Plans (if any)
9. Floor plans, if an applicant is requesting permission to remove or relocate a wall
10. Description of materials and colors and material samples
11. A proposed construction schedule (including proposed start and completion dates)
12. Copy of the General Contractor's State of California License demonstrating that the General Contractor is in good standing with the State of California
13. Certificates of insurance (including contractors exclusions and proof of valid workers compensation insurance)
14. List of all subcontractors to be performing work in the Condominium or Common Area.
15. Permits and licenses, if applicable
16. The Application Processing Fee in the amount set forth in the Board's fee schedule.

By signing below, Owner agrees to send a Notice of Completion Form to the Board or Architectural Committee, if appointed, upon completion of the requested architectural change, if such change is approved.

Owner's Name _____

Owner's Signature _____

Owner's Name _____

Owner's Signature _____

GENERAL INSTALLATION REQUIREMENTS

The following are general Architectural Installation Requirements:

Installations are allowed only on Monday through Saturday from 8am to 5pm with the exception of certain major holidays. See the Handbook for more detail concerning major holidays. Sunday installation work is not permitted.

Please contact the Property Management Company 5 business days in advance of installation.

- If substantial equipment or installation noise is anticipated, please inform Property Management several days prior to your anticipated installation so neighbors can be notified as much in advance as possible. This would include but is not limited to cement floor grinding and jack hammering.
- The Owner should make arrangements for the contractor to use only the padded elevator well in advance of the installation day. Only the padded elevator should be used. Contact property management 5 days in advance for scheduling.
- Any existing carpet, hardwood flooring and tile must be disposed of off-site. **DEBRIS SHOULD NOT BE DISPOSED OF IN ANY BREEZA DUMPSTER OR LEFT ANYWHERE ON THE PREMISES.**
- When the previous flooring and other debris are ready for removal, the padded elevator should be used to shuttle the debris down to the garage in the most time efficient manner possible (note: the installer will be using one of only two elevators available to all residents).
- The elevator should be returned in the condition it was found for regular residential use before starting the next aspect of the job. **DEBRIS SHOULD NEVER BE STORED IN THE HALLWAYS AT ANY TIME.**
- All cutting and materials manipulation should be performed inside the Residential Unit or on the balcony and not in any common area of the building. Common areas include the hallway, garage, driveway or any part of the lobby areas.
- Every precaution should be taken to insure the safety and maintain the aesthetic quality of all common areas, which will be traversed, by contractors or installers. Please ensure that proper carpet covering is provided to protect any hallways or common areas when necessary.

Owners will be held responsible for any damage caused by their contractors.

I have read, understand and will abide by the requirements mentioned above.

Signature of Owner: _____ Date: _____

Signature of Owner: _____ Date: _____

Signature of Contractor: _____ Date: _____

Signature of Contractor: _____ Date: _____

NOTICE OF COMPLETION

Notice is hereby given that _____, the Owner(s) of Condominium No. _____, at Breeza, has completed the construction/installation of the Improvement(s) on the Property was COMPLETED on _____, 20__ in accordance with the Architectural Committee’s written approval of the above Owner’s submittal package approved on _____, as file _____.

OWNER:

Name

Name

Signature

Signature

Date

Date

Please provide the following documents in order that the Notice of Completion may be reviewed.

- Photographs of everything completed on the property.
- Copy of approved stamped plans (and any approved revised/amended plans).
(Do Not Write Below Line. This is to be completed by the Board/Architectural Committee Only)

Board/Committee Comments:

Submittal

NOT APPROVED

1st 2nd 3rd

- Incomplete Submittal
- Require Additional Information
- Appearance Evaluation Review Checklist
- Completion of Home Improvement Form

Submittal

APPROVED WITH CONDITIONS

1st 2nd 3rd

- Community CC&R's
- Notes on Plans
- Appearance Evaluation Review Checklist
- Plan Check Review Letter
- Other _____

Consultant Signature:

Signature (1st Submittal)

Date

Signature (2nd Submittal)

Date

Signature (3rd Submittal)

Date