



**VERANO CONDOMINIUM HOMEOWNERS ASSOCIATION  
ARCHITECTURAL REVIEW GUIDELINES**

**Preface**

These Architectural Guidelines have been prepared to give Owners and Residents at Verano a comprehensive understanding of the design review (architectural modification) process. The following table of contents outlines specific areas of information. However, it is suggested you read this entire manual before proceeding with any Request for Architectural Modification. Application request forms are available from Management. Additionally, a sample of the application form has been included.

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**Authority**

The Board of Directors, by authority provided in the Declaration (CCR’s), has been established as the Architectural Control Committee, hereinafter referred to as the “Architectural Committee” or AC. Any additional members of the AC are appointed by the Board to assist the Board in their responsibility of monitoring the design integrity of the project. In order to carry out these responsibilities, the Architectural Committee has developed the standards and guidelines described herein. The Committee will function in the following capacity:

1. Receive request and proposals for the alteration and/or construction work to be undertaken by any Owner.
2. Make recommendations to the Board as to the acceptability, quality of design, workmanship and materials of such request, following consistently the guidelines established here.



3. Monitor overall exterior design compatibility by identifying violations and accepting complaints from the individual Owners relation to violation of others.

### **Purpose**

The objective of Architectural and Design Review is to foster the following goals:

1. Preserve the attractiveness and quality of our living environment.
2. Enhance property value.
3. Maintain the integrity of those areas which have discernible character and which might have special significance. Therefore, as Owners it is in everyone's interest that the overall integrity of the project is maintained. In our effort to do so we intend to:
  - a. Preserve environment harmony.
  - b. Maintain architectural character and harmony.
  - c. Maintain structural integrity.
  - d. Ensure the quality of workmanship and materials.

In an effort to meet these objectives, the Architectural Committee is committed to consistent application of these guidelines and standards. They will be applied fairly, in a timely manner and in good faith. The guidelines are not intended to stifle creative initiative in favor of stereotypes. Proposal and plans will be considered reasonably and professionally.

## **ARCHITECTURAL COMMITTEE**

### **The Application Process**

1. Any Owners carrying out remodeling within their Unit other than finish modifications must submit plans and receive approval. This includes construction or demolition of walls, electrical work, plumbing requiring access or alteration inside the plumbing wall or any other modification which may affect Common or shared elements such as demising walls, floors, ceiling or infrastructure construction. No improvements of any kind whatsoever shall be commenced, erected, placed or altered upon or around any Residential Unit until the location and the complete plans and specifications showing the nature, kind, shape, height, materials and color have been submitted to and approved by the Board and the Community Architectural Committee (if Applicable) under the Master Declaration. (Declaration at Article 9, Section 9.3)
2. Prior to initiating any structural improvements, or alteration to any Unit, an applicant shall make a written request for any architectural change, by submitting a complete



“Application for Architectural Modification” form, together with detailed plans and specifications, showing proposed modifications.

3. The Board shall have the right to establish a fee for the review and approval of architectural applications. (Declaration at Article 9, Section 9.10)
4. An applicant requesting an architectural change shall seek and receive a building permit from the City of San Diego, where necessary. All proposed changes must conform to all applicable codes. The application to and the approval by the Board of any plans and specifications or other submittals by an Owner shall in no way be deemed to be satisfaction or compliance with any building permit process or other applicable statute or law, or governmental regulation, ordinance or rule of public utility requirements the responsibility for which shall lie solely with the Owner. (Declaration at Article 9, Section 9.14)
5. Within fifteen (15) days after the Board is in receipt of the architectural application, the Board shall consider and act upon such application. If an application is disapproved, the Board shall provide the Owner with a written explanation for the denial within thirty (30) days from the time the application is submitted by the Owner.
  - A. In the event the Board fails to approve or disapprove any such final plans within thirty (30) days, after all documents and information requested by the Board have been received, the Owner requesting approval may submit a written notice to the Board advising of its failure to act.
  - B. If the Board fails to approve or disapprove any final plans within thirty (30) days after the receipt of the notice then the plans shall be deemed approved, provided the proposed information conform to all conditions and restrictions contained in the Declaration and Architectural Guidelines.
6. The Board is responsible for final approval or denial of all requests. The Owner will be notified in writing of the Board’s decision.
7. In event that the Board does not approve the application, the applicant may be asked to comply with whatever requests the Board makes for further information, modification to the proposal, etc.
8. If an initial request has been denied, the applicant may submit an amended request that complies with established policies and guidelines.



9. If a request is denied, the applicant may appeal the decision by directing a letter to the Board of Directors, requesting a hearing. The Board must receive the written request not more than thirty (30) days following the final decision. Within thirty (30) days following the receipt of 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 shall be deemed a decision against the appellant.
10. If the request is approved and the Board has determined the requested modification(s) will result in increased maintenance, the approval letter will state that an amount shall be paid in advance by the Owner as a condition of approval of the change.
11. Before construction commences, all fees shall be paid and all insurance certificates, bonds and building permits shall be posed and submitted to the on-site manager.
12. Copies of all requests, plans, specifications and subsequent correspondence will be kept in the individual Owner's Unit File.
13. Upon approval of plans by the Board, the Owner shall promptly commence construction. If an approved alteration is not completed within the time limits established when approval was granted by the Board may cancel the permission upon ten (10) calendar days written notice to the applicant/Owner. Further, any uncompleted projects as noted above, which affect common elements or the integrity of the building, may be completed by the Association at the Owner's expense.
14. Upon the completion of any improvements the Owner shall give written notice of completion to the Board.
15. Within thirty (30) days after receiving the notice of completion, the Board, or its duly authorized representative shall have the right to enter into a Residential Unit (but not the interior of the Residence situated therein) to inspect the improvements to determine whether they were constructed or installed in compliance with the approved plans. If the Board finds that such construction or installation were not done in substantial compliance with the approved Plans and Specifications it shall notify the Owner in writing of such non-compliance within a thirty (30) day period, specifying particulars of non-compliance and shall require the Owner to remedy such non-compliance. (Declaration at Article 9, Section 9.7.3)



16. If for any reason the Board fails to notify the Owner of non-compliance within sixty (60) days after receipt of the notice of completion from the Owner, the improvements shall be deemed approved. (Declaration at Article 9, Section 9.7.5)
17. Any owner failing to follow this process is subject to a monetary fine, plus any directly incurred costs in reconciling the violation.
18. Upon approval by the Board of the architectural application, an Owner shall submit such architectural application to the Community Architectural Control Committee (if applicable) for approval in accordance with provisions and procedures set forth in the Master Declaration. In the event the Community Architectural Control Committee under the Master Declaration disapproves the architectural applications, and requires changes thereto, then the revised plans and specifications shall be resubmitted to the Board for approval. In the event of a conflict between the plans and specifications approved by the Board and the plans and specifications approved by the Community Architectural Control Committee under the Master Declaration, the plans and specifications approved by the Community Architectural Committee under the Master Declaration shall control. (Declaration at Article 9, Section 9.14)

#### **CONDITIONS FOR ALTERATIONS, ADDITIONS AND REMODELING**

1. Applicant agrees and understand that in the event the Board approves the Application for Architectural Modification, the Board may impose special conditions or construction and maintenance on the approved work. Any special conditions will be attached and be a part of the "Permit for Architectural Alteration".
2. Applicant shall ensure that installation of window coverings is in compliance with the Declaration at Article 7, Section 7.1.2.
3. Applicants shall make a **one thousand dollar (\$1,000.00)** deposit to the Association in advance of the start of work. Such deposit shall be refunded to the applicant when the job is complete, less any cost incurred by the Association for repairs or losses resulting from damage to the hallways caused by the applicant, his contractor or agent(s).
4. Applicant shall be responsible to see that the work is carried out in compliance with all governmental laws, ordinances and regulations, and that any permit(s), license(S),



- bonding or insurance which may be required in connection with the job is obtained before the start of work.
5. Applicant shall be responsible to see that Common Areas are left in a clean and orderly condition throughout and at the end of each work day.
  6. Applicants shall be responsible to see that contractors haul away any surplus building materials. No flammables are to be stored in the Unit.
  7. Applicants shall indemnify and hold the Association harmless from any and all claims, suits and actions (including Mechanics Liens) by or on account of any acts or omission of the contractor, the contractor's agent or servants, or arising in any way out of the performance of the work covered in this job. All contractors and subcontractors are required to post certificates of insurance for public liability and property damage specifically naming the Association as an "Additional Names Insured".
  8. A representative designated by the Association will have the right to enter and observe work in progress to monitor its compliance with the approved plans and adherence to this agreement.
  9. No modification or change in approved plans, specifications or special conditions shall be made without the prior written approval of the Association.
  10. If the applicant fails to comply with the permit conditions and requirements, the Association is authorized to take whatever action is necessary or reasonable to correctly complete or restore the Unit or affected common area. In this circumstance, all cost incurred by the Association plus a monetary fine will be assessed against the Owner's property. Such costs may include but are not limited to:
    - a. Reconstruction or repair to the Unit and its related costs,
    - b. Reconstruction or repair to the common area and/or restricted common area and its related costs,
    - c. Attorney fees,
    - d. Court costs.
  11. Applicant will inform all other Owners who may be affected by such alteration work (such as a need to turn off water to the building) of the nature of the work and the extent to which they may reasonably expect to be affected thereby.





12. Applicant is to assume all responsibility for weather tightness of proposed installation and the waterproofing of the building structure itself as to those portions affected by the alteration work.
13. Applicant shall take all precautions and shall bear all risks with respect to damage to the building structure and its installation and equipment, and the property of all other Owners, including, but not limited to damage caused by weather, water, steam, electrical, fire or any other cause attributable to the work performed by or for applicant. Applicant will be responsible for full cost of repairs incurred by the Association due to any failure to comply herewith or by the performance of the alteration work.
14. All alterations and structural changes shall be performed in such a manner and at such times as not to disturb other occupants of the building or the operation of the building services. All work shall be performed only between the hours of 8:00 a.m. and 5:30 p.m. Monday through Friday and 10:00 a.m. and 4:00 p.m. on Saturdays. No work shall be performed on Sundays or holidays.
15. Impact devices such as jackhammers, chipping guns, drills, power operated hammers and similar devices will not be permitted unless there is no other substitute available. If such devices are to be used, a written permit must be obtained from the Board stating: date, time, purpose and duration of use, and such permit shall be distributed to occupants whose Residences are in close proximity to the site. This will give the immediate neighbors ample warning concerning the noise to be generated by the use of these devices. A written request shall be submitted concerning the use of the impact devices no less than one (1) week prior to actual work. The Board shall give the written permit to the contractor. Impact devices can be used from 10:00 a.m. through 4:00 p.m., Monday through Friday only.
16. Once the architectural modification has been completed, the modification must be inspected by the Association in order to ascertain if all common systems and elements have been completed in accordance with the modified design or as a result of the approved modification. The Association will not consider the work complete until an inspection has been completed and the project approved. Inspection by the Association does not warranty or guarantee the structural component or design integrity of the Unit Owner's modification.



17. Unit Owner (Applicant) and Unit Owner's heirs, successors and assigns hereby indemnify and hold harmless the Association from all defects in products, workmanship or design arising from or out of the alteration(s) or modification(s) performed by the Owner or the Owner's agents.

18. Concrete Walls and Slabs:

Notwithstanding anything contained herein to the contrary, no Owner shall drill, penetrate or otherwise tamper with the concrete or other structural components of the Community, including without limitation, the Exclusive Use Balcony Area and Exclusive Use Patio Area. By accepting a grant deed to a Condominium, each Owner specifically covenants and agree that: (a) such Owner shall not cut into or otherwise tamper with the concrete walls or slab, (b) such Owner shall not knowingly permit or allow any person to cut into or tamper with the concrete walls or slabs so long as such Owner owns any interest in the Condominium; and (c) such Owner shall indemnify, protect, defend and hold Declarant and its representative officers, employees, contractors and consultants, free and harmless from and against any and all claims, damages, losses or other liability (including, without limitation, attorneys' fees) arising from any breach of this Section. (Declaration at Article 7. Section 7.12.7)

19. Exterior Light: Any exterior electrical. Gas or other artificial lighting installed on any Residential Unit shall be positioned, screened, or otherwise directed or situated and of such controlled focus and intensity so as not to unreasonably disturb the residents of any other Residential Unit(s). Further rules regarding exterior lighting may be promulgated by the Board. (Declaration at Article 7, Section 7.12.8)

20. Hard Surface Flooring: No Owner shall install any hard surface flooring in a bedroom of any Residential Unit. Except for those hard surface floors installed at the time the Residential Unit is purchased from Declarant, no Owner shall install any hard surface flooring (including without limitation tile or hardwood floors) or replace any flooring with any surface flooring within any Residential Unit and/or Exclusive Use Patio Area and Exclusive Use Balcony Area, subject to the Owner complying with any restrictions or limitation set forth in the Governing Documents and, obtaining the approval required under Article 9 of this Declaration entitled "Architectural Review".

The Owner of any Residential Unit wishing to install hard surface floor must submit to the Architectural Committee 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 footballs. 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 test report from a qualified acoustical testing laboratory clearly showing that the Impact Isolation Class of the construction selected has a minimum rating of IIC-50.
- (d) A copy of the installation instructions from the resilient floor underlayment manufacturer.
- (e) The name, qualifications and experience of the contractor who will install the hard surface flooring and resilient underlayment with a listing of his experience in the installation of floors utilizing impact insulation materials.
- (f) The proposed individual(s) who will oversee the installation in order to verify that the installation is in accordance with the manufacturer's requirements.

No construction shall be permitted until this information is submitted to and approved by the Architectural Committee unless the Architectural Committee determines in its prudent judgment that the requirement should be waived. Submission of these materials to the Architectural Committee shall be for the purpose of documenting the location and design of any hard surface flooring within the Property and to insure that such flooring is installed in a professional manner and with reference to appropriate standards. Installation of any hard surface flooring without compliance with each of the requirements set forth in (a) – (f) above shall constitute a violation of this Declaration, and subject the violating Owner to all remedies provided herein or by applicable law for such violation, including, without limitation, the levy of fines by the Association until such violation is removed from the Residential Unit. For expanded details on this, please see Declaration, Article 7, Section 7.12.4.