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## **Architectural Policy**

The following excerpts are taken from the CC&Rs and Rules & Regulations and constitute La Costa Hills HOA's Architectural Policy.

## **Architectural Control**

- No changes or additions to the exterior of the units (including but not limited to planting of trees, antennas, building or patio covers, exterior sunshades, awnings, walls, fences, etc.) may be made unless approved in writing by the Board of Directors. Plans, specifications, contractor information including license and insurance information, and an Architectural Request Form must be sent to the Architectural Committee for review and approval prior to installation.
- No window air conditioning units except those that remain flush with the exterior window may be permitted.
- No balcony enclosures are permitted.
- One "For Sale" or "For Rent" sign is permitted to be displayed for public view from inside the window of a unit. The sign may not be larger than 18" x 24". No other signs are permitted within the project except one additional sign that may be placed on the Association's bulletin board.
- No exterior clotheslines are permitted.

**Section 6.14. Rules of Association.** Each Owner and his or her lessee, licensees, residents, occupants or guests of a Unit shall comply with the provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association, which may be amended from time to time. Failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief, or for any other remedy permitted by law or permitted by the terms of this Declaration.

**Section 6.15. No Exterior Clotheslines.** No exterior clotheslines shall be erected or maintained and there shall be no outside drying or laundering of clothes on the property or on any deck, terrace, patio or balcony in a manner which is visible from any neighboring Unit or the Common Area.

**Section 6.16. Use of Exclusive Use Common Area.** The Exclusive Use Common Area, i.e., patios and decks, shall be reserved for the sole and exclusive use of the Unit appurtenant thereto as indicated in the Condominium Plan. Subject to Rules and Regulations and Architectural Guidelines adopted by the Board, each Owner shall have the right to place furniture and potted plants upon the patio and deck which he or she has the exclusive right to use.

**Section 6.17. Code of Conduct.** All Owners, guest, invitees, outside vendors shall adhere to a code of conduct in connection with their treatment, actions, language and behavior towards other Owners, Board members, Association staff, employees, agents, and vendors. Abusive and/or disrespectful behavior will not be tolerated. Violations of this Section shall also constitute violations of the Governing Documents.

**Section 6.18. Hard Surface Floors.** Any hard surface flooring material (e.g., tile, wood, marble, laminate, etc.) installed in the second or higher floor of any Unit must have an adequate sound proof barrier of at least one-eighth inch (1/8"). There must be padding under all carpeting. Notwithstanding the foregoing, this Section shall only apply to the modification of floor covering in the second or higher floor Units made after the date this Declaration is recorded. This provision does not apply to second or higher floors contained within the same Unit.

**Section 6.19. No Charcoal Grills.** No charcoal grill may be used on any part of the Project, including within the Units, Decks and on the Patios.

## **ARTICLE 7**

### **ARCHITECTURAL CONTROL**

**Section 7.1. Architectural Control Committee.** The Board may appoint an Architectural Control Committee (the "Committee") which consists of at least three (3) Members, none of whom shall be required to meet any particular qualifications, except that members appointed to the Committee by the Board shall be Members of the Association. The Board may act as the Committee.

The Committee may, from time to time, delegate any of its rights or responsibilities hereunder to one or more duly licensed architects or other qualified persons who shall have full authority to act on behalf of said Committee in all matters so delegated.

**Section 7.2. Duties of the Committee.** It shall be the duty of the Committee to consider and make recommendations to the Board upon any and all proposals or plans submitted to it pursuant to the terms hereof, to ensure that any Improvements constructed on the property conform to plans approved by the Board, to propose for the Board's consideration, Architectural Guidelines, and to perform other duties imposed upon it by the Board and this Declaration.

**Section 7.3. Approval of Improvements.**

(A) Notwithstanding anything contained in this Declaration expressly or impliedly to the contrary, no building, fence, wall, balcony, patio or balcony screen, cover, tent, awning or other structure or Improvement shall be constructed or maintained upon the Project, nor shall any exterior addition, change or alteration be made in, on or to the Project, or any part thereof, until the plans and specifications showing the nature, shape, dimensions, materials and location of the same shall be submitted to the Committee and approved in writing as to the harmony of design and location in relation to surrounding improvements and topography by the Board.

(1) With respect to minor additions to or alterations of the exterior of a Unit, such as decorative items, wiring, or other non-structural items, the Architectural Committee and Board shall exercise its discretion liberally with a view towards promoting uniformity and thereby enhancing the attractiveness of the property as a whole.

(2) The Committee shall recommend to the Board whether or not the prevention or removal of any unauthorized and unapproved constructions of Improvements should be undertaken. The Board, on behalf of the Association, may then exercise all available legal and equitable remedies to prevent or remove any unauthorized and/or unapproved construction of Improvements on the Project property or any portion thereof.

(3) For purposes of this Declaration, the term "Improvement" includes, without limitation, the construction, installation, alteration, or remodeling of any buildings, walls, patios, balconies, garages, fences, landscaping, landscape structures, skylights, exterior light fixtures, windows, doors, solar heating equipment, spas, antennas, utility lines, or any structure of any kind. In no event shall the term "Improvement" be interpreted to include projects which are restricted to the Unit interior and which do not involve the roof or load bearing wall thereof.

(B) The Board shall approve or disapprove plans submitted to it, in writing, within forty-five (45) days. If a plan is disapproved, the disapproval must include a description of why the plan was disapproved and a description of the procedure for reconsideration of the decision by the Board. The Board can "conditionally" approve an application for an Improvement. In the case of "conditional" approval, the Improvement will not be considered approved unless or until all conditions have been met. In the event the Board fails to respond to the submitted plans within forty-five (45) days, the applicant may send written notice, via certified mail, to the Board advising the Board that the plans will be deemed approved if not disapproved forty-five (45) days from the receipt of said certified letter.

(C) Once a work of Improvement has been duly approved by the Board, no material modifications shall be made in the approved plans and specifications thereof and no subsequent

alteration, relocation, addition or modification shall be made to the Improvement, as approved, without a separate submittal to the Committee, and review and approval by, the Board. If the proposed modification will have, or is likely to have, a material affect on other aspects or components of the work, the Board, at its discretion, may order the Owner, his or her contractors and agents to cease working not only on the modified component of the Improvement, but also on any other affected component.

(D) An Owner will obtain the approval of the Board with respect to such Owner's plans, specifications, plats and schemes pursuant to this paragraph before submitting the same to the City for a building permit or other approval of any kind that may be required. Notwithstanding the foregoing, prior to an Owner submitting plans, specifications, plats and/or schemes to the Committee pursuant to this Article, such Owner shall consult the City's staff to identify and determine all regulations, standards, guidelines and other criteria that will be applicable to such Owner and the approval which such Owner intends to request of the Board. No approval by the Board shall be deemed to excuse an Owner from compliance with any and all applicable laws, ordinances, rules, codes or regulations of all governmental agencies having jurisdiction. Approval by the Board shall not constitute a representation by the Board that the proposed Improvements comply with laws, ordinances, rules, codes or regulations and it shall be the responsibility of each Owner to determine such compliance and to take all steps and acquire all permits at the Owner's sole expense as may be required to properly and legally complete such Improvements. In the event of any conflict in the conditions of approval of any proposed Improvements imposed by the City and the Association, the more restrictive of such conditions shall be controlling. Further, nothing herein shall limit the Association from imposing conditions of approval of any proposed Improvements which are more restrictive than conditions as may be imposed by the City.

**Section 7.4. Meetings.** The Committee shall meet from time to time as necessary to perform its duties hereunder. The vote or written consent of a majority of the Committee members, at a meeting or otherwise, shall constitute the act of the Committee unless the unanimous decision of the Committee is required by any other provision of this Declaration. The Committee shall keep and maintain a written record of all actions taken by it at such meetings or otherwise. Members of the Committee shall not receive any compensation for services rendered.

**Section 7.5. Architectural Guidelines.** The Committee may, from time to time, make recommendations to the Board for the adoption, amendment or repeal of rules and regulations, to be known as "Architectural Guidelines." The Board's approval, amendment or repeal of Architectural Guidelines which pertain to procedures for reviewing and approving/disapproving proposed architectural changes shall be made subject to California *Civil Code* Sections 1357.100 et seq. by a decision of a majority of the entire Board. The Architectural Guidelines shall interpret and implement this Declaration by setting forth the standards and procedures for Board and Committee review and the guidelines for design and placement of Improvements and/or alterations. The Architectural Guidelines may not prohibit, or include conditions that have the effect of prohibiting, the use of low water-using plants as a group.

**Section 7.6. Waiver.** The approval by the Board of any plans, drawings, or specifications for any work done or proposed, or for any other matter requiring the approval of the Board shall not be

deemed to constitute a waiver of any right to withhold approval of any similar plans, drawings, specifications or matters subsequently submitted for approval.

**Section 7.7. Liability.** Neither the Association, nor the Board, Committee (or any member thereof) shall be liable to any Owner, occupant or to any other party, for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings, or specifications, or (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; provided that with respect to the liability of a member, such member has acted in good faith on the basis of actual knowledge possessed by him or her.

**Section 7.8. Variances.** Where circumstances such as topography, location of property lines, location of trees, configuration of Condominium Buildings, or other matters require, the Board, by the vote or written assent of a majority of its members, may allow reasonable variances as to any of the covenants, conditions and restrictions contained in this Declaration, on such terms and conditions as it shall require; provided, however that all such variances shall be in keeping with the general plan for the improvement and development of the Project.

**Section 7.9. Appeal.** In the event plans and specifications submitted to the Architectural Review Committee are disapproved, then the Owner may appeal in writing to the Board. The written request must be received by the Board not more than forty-five (45) days following the final decision of the Architectural Review Committee. Within forty-five (45) days following receipt of the request for appeal, the Board shall hold an open meeting to consider the appeal and make a decision regarding the appeal. Failure of the Board to render a decision within the forty-five (45) day period shall be deemed a decision in favor of the applicant.

**Section 7.10. Approval of Single Board Member.** There shall be no approval of plans and specifications by any single Board member. In the event a single Board member approves architectural plans and specifications, such approval should not be relied upon and shall not be deemed approval by the Board.

**Section 7.11. Completion of Improvements.** Unless expressly extended in writing by the Board or Committee, all Improvements must be completed within one (1) year from the commencement of construction of any approved Improvement.

**Section 7.12. Inspection.** Any member or agent of the Committee or Board may, from time to time, at any reasonable hour or hours and upon reasonable notice, enter and inspect any Unit for the purpose of carrying out its duties herein, in accordance with Rules adopted by the Board.

## **ARTICLE 8**

### **LEASING OF UNITS**

**Section 8.1. Definition.** "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.