

**MARQUEE PARK PLACE**  
**ARCHITECTURAL**  
**GUIDELINES**

# **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 Marquee Park Place. By adhering to these 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 Marquee Park Place Community.

Prior to making any Improvements to your Residential Unit or any balcony, deck or patio (collectively "Residential Unit"), you must first submit a complete Architectural Application to the Architectural Committee. After receiving written approval from the Architectural Committee 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 10 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 Management.

## **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 Marquee Park Place.

## **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 Architectural Committee 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 Architectural Committee. 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.** Architectural Committee approval is required for the following proposed Improvements to Residential Units:

a. **Interior Improvements:** All interior Improvements to your Residential Unit which impact or alter any part of the Common Area and any hard surface flooring require the approval of the Architectural Committee. 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
- Window coverings including draperies, shutters, shades, etc.
- Plumbing
- Security system
- Permanent fixtures
- Ceilings and columns
- Appliance Change Out and Installations
- Any other Improvement (including demising walls) which may impair or alter the structural integrity of the building or the Residential Unit

b. **Electrical, HVAC/Heat and Plumbing:** New installations or changes to any originally installed electrical, HVAC/heating or plumbing of any kind.

c. **Exterior Changes or Additions:** Any changes or additions to the exterior of any Exclusive Use Balcony or Exclusive Use Patio including, without limitation, patio covers, windows, screens, sunshades, awnings, walls, doors, railings and gates.

d. **Improvements in Patio, Deck and Balcony Areas:** All landscaping within any Exclusive Use Patio Area, Exclusive Use Deck Area or Exclusive Use Balcony Area.

e. **Entry Door Hardware:** Any hardware on any entry doors.

2. **Patio, Deck and Balcony Furnishings.** The Architectural Committee will review the types of patio, deck and balcony furnishings solely to confirm the furnishings are aesthetically harmonious.

3. **Electronic Vehicle Charging Stations.** The Architectural Committee will review written applications for any (EVCS) installations on Common Area, Exclusive Use Common Area and/or any portion of the separate interest visible from the common area. (REV. 4/2012)

**Failure to Obtain Approval:** It is important that you obtain the approvals of the Architectural Committee 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.

**Declarant Approvals:** In addition to the approvals by the Architectural Committee, any Improvements within an Owner's Residential 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 Residential Unit in the Community, 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.

**Master Developer's Approvals:** As set forth in Section 10.1 of the Declaration and in the Development Declaration, the master developer/owner of the Park Place community has the right to review any changes to the exterior of a Residential Unit. The Board and/or the Architectural Committee will have the obligation to submit any Plans and Specifications to the master developer which require approval under the Development Declaration.

**Combining Two Residential Units:** If an Owner desires to combine two Residential Units, the Architectural Committee 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 Community, 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:

Marquee Park Place Homeowners Association  
Attention: Architectural Committee  
3131 Michelson Dr., Irvine, CA 92612

## **ARCHITECTURAL REVIEW PROCESS AND PROCEDURES**

**Application for Approval:** All applications for any Improvements requiring approval by the Architectural Committee must be submitted in writing ("Home Improvement Form"), together with the items described below ("Submittal Package").

**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.

**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)
- Permits and licenses, if applicable

- An Application Processing Fee in an amount established by the Architectural Committee on its fee schedule. Please obtain a copy of the fee schedule from the Property Management Company.
- Names, addresses and phone numbers of all contractors and subcontractors who will work on the project.

**The Architectural Committee 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 for Patio Furnishings and Window Coverings:** For any patio furnishings and window coverings, the Owner shall submit one (1) copy of a picture showing patio furnishings, and samples of proposed fabrics and finishes.

**Submittal Package Review Fees:**

1. **Application Processing Fee:** Each Owner must pay an application processing fee in an amount established by the Board or Architectural Committee ("Application Processing Fee"). The Application Processing Fee is payable to the Property Management Company.

2. **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.

3. **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.

**Submittal Package for Electronic Vehicle Charging Stations (EVCS) (REV. 4/2012)**

1. All EVCS applications for approval must be submitted in writing, together with detailed plans and specifications clearly indicating where the EVCS is to be located, the brand or manufacturer, technical specifications and dimensions (i.e., height, width, weight, etc.) as well as any applicable structural requirements or particular electrical needs and usage requirements.
2. The Owner shall agree to pay for all costs applicable for structural requirements or particular electrical needs and usage requirements.
3. The EVCS shall be professionally installed by a fully trained, licensed and bonded contractor, at the sole cost and expense of the applicant. Applicant shall provide proof of contractor's license and insurance naming the Association as additional insured, including liability insurance and proof of workers compensation insurance.
4. The EVCS shall meet all applicable governmental and industry safety standards, code compliance and local permitting requirements. (REV. 4/2012)

**Submittal Package Review Fees (EVCS): (REV. 4/2012)**

1. **Application Processing Fee:** Each Owner must pay an application processing fee in an amount established by the Board or Architectural Committee ("Application Processing Fee"). The Application Processing Fee is payable to the Property Management Company.

2. **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.

**3. 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.

The Architectural Committee 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. (REV. 4/2012)

**Review of Application:** The Management shall, upon behalf of the Architectural Committee, 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, Management will forward the Submittal Package to the Architectural Committee. Management 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 and the plan(s) will be submitted to a consulting architect. The Submittal Package will not be submitted to the Architectural Committee 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 Residential Unit Owner for completion prior to review by the Architectural Committee. The Submittal Package may be deemed complete by the Owner unless the Owner is informed otherwise by Management, within ten (10) days after delivery to the Property Management Company.

The Architectural Committee will review the Submittal Package and will provide written notification of approval, approval with conditions, or disapproval of the proposed modifications to Management. Management will then provide written notice of the actions taken by the Architectural Committee 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 Architectural Committee's action. If an Owner fails to receive notice of the action by the Architectural Committee within the sixty (60) day period, then the Owner shall have the right to deliver a reminder notice to the Architectural Committee and Management. If the Owner fails to receive a response within fifteen (15) days after delivery of the Owner's reminder notice to the Architectural Committee and Management, 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 Architectural Committee will attempt to review the re-submitted application within the initial forty-five (45) 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 Architectural Committee's review.

**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 Architectural Committee or 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 Marquee Park Place Homeowners Association assumes no responsibility for such. The function of the Architectural Committee and 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 Community. All technical and engineering matters are the responsibility of the Owner. In addition to the restrictions set forth in the Development Declaration, Declaration and the 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 Architectural Committee 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 Marquee Park Place Homeowners 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 Residential 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 Community, or lessen the support of any portion of the Community.
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 Residential Unit shall be made and no plumbing, electrical or other work which would result in the penetration of the unfinished surfaces of the ceilings, walls or floors shall be performed by any Owner without the prior written consent of the Architectural Committee.
7. Mechanic's Liens. No Owner may cause or permit any mechanic's lien to be filed against the Community for labor or materials alleged to have been furnished or delivered to the Community 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 Community, including the Exclusive Use Balcony Areas, Exclusive Use Deck Areas and Exclusive Use Patio Areas.

**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 Community, shall provide proof of insurance, proof of valid workers compensation insurance, a California State Contractors License (if applicable) and a Irvine Business License (if applicable) 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 Community, 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 Area, Association Property or Residential Units is the Owner's responsibility. Any damage must be reported immediately to the Property Management Company. 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.

**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 5:00 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 the Property Management Company, and will be charged a fee for placing construction materials in the dumpster.

**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.** Any plan to temporarily disconnect for any reason a Residential Unit's utilities must occur on a date coordinated with the Property Management Company at least one (1) 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.

**Working Hours:** Working hours for any Improvements are limited to Monday through Friday, 8:00 a.m. to 5:00 p.m. No work is allowed on weekends or on the following holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas Day. Workers may access the Community 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 toward other residents of the Community. Workers are not allowed to bring their pets within the Community 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 Community 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.

**Fire Safety Devices:** No one shall remove any permanent smoke detectors, sprinklers, security speakers or fire safety devices anywhere in or about a Residential 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 Residential Unit.

Fire exits may not be blocked at any time.

**Equipment:** Contractors must use their own equipment. The use of Common Area 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. 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 Residential 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 Governing Documents.

## **COMPLIANCE WITH REQUIRED PROCEDURES**

If any architectural change is made without the approval by the Architectural Committee or any violation of the Architectural Guidelines occurs, the Board or Architectural Committee 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 Residential 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 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 Residential 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 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 Architectural Committee, Board or its duly authorized representative may enter into any Residential 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 Architectural Committee or Board may not enter into a Residential Unit without obtaining the prior permission of the Owner or occupant of such Residential Unit; provided, however, that such permission shall not be unreasonably withheld and shall be given for entry by the Architectural Committee or Board 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 Architectural Committee.

**Inspection:** Within a reasonable period thereafter, the Board and the Architectural Committee, or its duly authorized representative, shall have the right to enter into Residential Unit, as provided in Section 10.10 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 or Architectural Committee finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner in writing of such non-compliance specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance.

## **ARCHITECTURAL STANDARDS**

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

### **STANDARDS APPLICABLE TO ALL RESIDENTIAL UNITS**

#### **DRAINAGE**

There shall be no interference with the established drainage patterns, level, or grade over any Residential 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, decks or patios 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 Residential Unit.

#### **WINDOW COVERINGS AND TREATMENTS**

##### SUBMITTAL REQUIREMENTS:

Except for tinting that is part of the original construction of the building, window tinting is prohibited.

##### GUIDELINES:

1. Each Residential Owner shall, within a reasonable time after the Close of Escrow for the Owner's Residential Unit, install window coverings on all windows. All window coverings must be of a neutral color harmonious with and not in conflict with the color scheme of the exterior wall surface of the Residential Unit. Window coverings 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.
2. Exterior wrought iron or metal bars are prohibited.
3. Exterior screen doors must be approved by the Architectural Committee.

**STANDARDS APPLICABLE TO RESIDENTIAL UNITS****BALCONIES, DECKS AND PATIOS**

1. Outdoor furniture: Patio furniture and other similar outdoor furnishings must be in good condition.

These furnishings must be equipped with protective leg caps or other devices to prevent damage to the floor of the balcony, deck and patio areas. 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 balcony, patio and deck areas.

2. Plants: Vegetation that extends beyond the railings, fences, walls and/or other boundaries of patio, deck or balcony is prohibited.

3. Awnings, Etc.: Awnings, ornamental screens, and sunshades shall not be permitted on any structure or elsewhere within the Community except those that are installed in accordance with the original construction of the Community or as authorized or approved by the Architectural Committee.

**BARBEQUES**

Barbeques may not be used or affixed to any surface within an Exclusive Use Balcony Area, Exclusive Use Deck Area or Exclusive Use Patio Area.

**STRUCTURAL LOAD CHANGES**

Marquee Park Place 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 Residential Unit that might increase such load of a Residential Unit's floor must be approved by a structural engineer and the Architectural Committee. These items include, without limitation, changes in flooring (e.g., installation of ceramic tile, marble, granite) 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 not less than 50 for any flooring upgrades.
2. All floor areas within a Residential Unit shall be covered with materials designed to minimize noise transmission. The installation of any flooring material must also include the installation of sound insulation if the Residential Unit is situated on any floor above any other Residential Units or any Common Areas.
3. Hard surface flooring such as tile, marble, slate, etc. is to be discouraged in any areas other than kitchens or bathrooms. No hard surface flooring may be installed in any bedroom. Wood Flooring installed in bedrooms will be considered by Architectural Committee with conditions: 1. ¼" thick cork flooring underlayment is to be used under the proposed wood flooring. 2. Cork and wood flooring are to stop ¼" to 3/8" short of walls to avoid sound transmission through walls sill plates. And 3. The wall base shoe molding is to be held above the wood flooring a minimum of 1/8" to avoid sound transmission through the walls. (**Revision 7/13/2011**).

## **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 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 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 Residential Unit is very low. Each Owner shall endeavor to minimize any noise transmission from his or her Residential Unit.

**REQUIREMENTS: No penetrations may be made in unit demising walls (wall between units) or into the glass curtain wall system (the metal frame supporting the glass). No Pre-drilling of the drywall or steel studs is permitted to the interior walls (walls between the rooms). (Revision 7/10/2013)**

### GUIDELINES:

1. No holes or other penetrations shall be made in demising walls (party walls) without the prior approval of the Architectural Committee. No penetrations of any sort shall be made in the ceiling of any Residential Unit. Acoustical sealant shall be packed around all holes made by nails or screws when hanging items from the wall.
2. **Only drywall fasteners or fasteners of a similar nature that will not penetrate hardened steel may be used. A plywood backer plate fastened to the steel studs is recommended to accommodate the television mounting bracket. (Revision 7/2013).**
3. No modifications shall be made to any Residential Unit which would result in a reduction in the minimum impact insulation class of the Residential 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 ½ inch 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**

REQUIREMENTS: No sign or advertising device shall be displayed on or in a Condominium which is visible from the exterior of the Condominium, except the following:

GUIDELINES:

1. 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.
2. Non-retail signs permitted by law.
3. Any other sign or display authorized by the Board.