

CARLSBAD CREST HOMEOWNERS ASSOCIATION

ARCHITECTURAL GUIDELINES

REVISED MAY 2021

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Architectural Guidelines

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I. **PURPOSE AND GENERAL REQUIREMENTS**

The Declaration of Covenants, Conditions and Restrictions (hereafter the "CC&Rs"), allow the establishment of an Architectural Review Committee (hereafter the "Committee") and allow the Board to adopt, amend and repair, by unanimous vote, Rules and Regulations to be known as "Architectural Guidelines". The Committee is specifically vested with the power to review and approve all architectural changes and improvements on the architectural design and structural integrity of the Community and these rules will supplement that authority with regard to architectural changes and Improvements to separate interests.

The Committee does not seek to restrict individual creativity or personal preference, but rather help assure continuity in Architecture which will help preserve and improve the appearance of the Association and enhance the property values of all Owners in the Association.

The Committee shall be composed of three (3) to five (5) members. The Board may serve as the Committee and/or appoint and/or replace Owners willing to serve on the Committee. Members of the Committee shall receive no compensation for services rendered other than reimbursement by the Association for any expenses that might be incurred in performing their duties. The Committee has the right to retain architects or other construction specialists as may be necessary to perform its duties.

Except as provide elsewhere in the governing document or by law, no renovations, additions, alterations, or modifications (hereafter "Improvements") may be made by any Owner in or to any Living Unit, Garage, Common Area, or Exclusive Use Common Area until plans have been submitted to and approved in writing by the Committee or, upon reconsideration, by the Board. If Improvements are constructed differently from those approved by the Committee or done without required permits, they shall be deemed disapproved and the Owner shall promptly correct the nonconforming items to comply with the architectural standards, the Committee's approvals, and City or other agency requirements. Failure to obtain required approval of the Committee will constitute a violation of the governing documents and will require modification or removal of unauthorized works of Improvement at the Owner's expense (i.e. satellite installed in unauthorized location), unless subsequently approved.

A building or other permits may be required by the City of Carlsbad Building Department or other governmental agencies prior to the commencement of any work. The Association is not responsible to determine if such permits are required and, generally, will not seek to determine such requirement. But, if it is determined that required permits were not obtained, even after the granting of architectural approval and/or completion of approved construction, the Association and any Owner reserves the right to notify the City of Carlsbad and/or any other governmental agency of the failure to secure required permits which may result in adverse action by the City or such agency. Also, obtaining required permits are not a substitute for Committee approval.

II. **ARCHITECTURAL PROCEDURES**

A. **Submission Procedure Requirements**

1. All applications for Committee approval are to be made on the standard Carlsbad Crest Homeowners Association Improvement Form (Exhibit A).
2. All Applications are to be mailed to:

Carlsbad Crest Homeowners Association

Architectural Review Committee

3618 Ocean Ranch Blvd

Oceanside, CA 92056

3. Plans and specifications for works of Improvement must be prepared in accordance with the applicable building codes, and with sufficient clarity and completeness to enable the Committee to make an informed decision on your request.
4. A complete set of all required documents must be submitted to the Committee with the Application form. Plans submitted must include:
 - a. Plot plan (if applicable) drawn to scale (not less than $\frac{1}{4}'' = 1'$) showing the following:
 - i. All proposed Improvements and relevant elevations, together with the desired location of such Improvement to the Condominium.
 - ii. Complete dimensions of the proposed Improvements.
 - b. Description of materials to be used (if applicable), including the proposed color scheme.
Samples and photos must be provided when possible.
 - c. Drainage plans (if applicable) where the established drainage pattern might be altered by the proposed Improvement.
 - d. Floor plans (if applicable) showing overall dimensions and area of Improvements reflecting your preliminary Architectural concept.
 - e. Description of proposed construction schedule.
 - f. If proposed Improvements require access over the Common Area to transport labor or materials, advanced written permission must be obtained from the Association.
 - g. Any other information or documentation deemed to be necessary by the Committee in evaluating your request.

B. Time frames for Decisions by the Architectural Review Committee

Upon receipt of the Application and supporting documents from the Owner, the Committee must act on the following matters within the specified time frames:

- a. Common Area, Exclusive Use Common Area, Living Units, Garages/Carports and Solar Energy Systems. If an Application for Improvements to the Common Area, Exclusive Use Common Area, Living Units and/or Garages/Carports, and/or the installation or use of a solar energy system, as defined in Civil Code §714, is not denied in writing within 45 days from the date of receipt of the Application, the Application shall be deemed approved, unless that delay is the result of a reasonable request for additional information.
- b. Right to Reconsideration. If the Committee disapproves any request for Improvements submitted by an Owner, the Owner may appeal in writing to the Board. The Board must receive the written request not more than thirty (30) days following the final decision of the 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.

C. Submittal to City – Right of Architectural Review Committee to Review

Upon obtaining final approval from the Committee, the Owner shall thereafter submit plans and specifications to the City, if required by the City. If all necessary approvals of the City for the issuance of a building permit or other permits required to begin the work contemplated in the plans and specifications are not obtained within one (1) year after the date of the Committee's approval, the Committee shall have the right, but not the obligation, to re-review all previously approved plans and specifications.

In addition, if the City requires modifications to the plans and specifications previously approved by the Committee, the Owner shall submit to the Committee all modifications to the plans and specifications to reflect the modifications required by the City, and the Committee shall have the right to review and to impose further conditions on any such modifications which are inconsistent with the requirements imposed by the City.

D. Enforcement

Failure by an Owner to obtain any approval required herein or to complete any Improvements in conformity with approved the plans and specifications, or any other violation of these rules may be enforced by the imposition of fines, suspension of rights, the filing of a legal action and/or by any other means authorized by the governing documents and the law.

E. Violations

All Owners in Carlsbad Crest Homeowners Association shall have the right and responsibility to bring to the attention of the Board or the Committee, any violations of the standards set forth herein.

F. Inspection of Completed Improvements

The Committee or its duly authorized representative may inspect any work for which approval of plans is required. The right to inspect includes the right to require any Owner to take such action as may be necessary to remedy any noncompliance with the Committee approved plans for the work or with the requirements of the CC&R's.

G. Notice of Completion

Upon the completion of any construction or reconstruction or the alteration or refinishing of any Improvement, or upon the completion of any other work for which approved plans and specifications are required, the Owner shall complete and forward a written Notice of Completion (Exhibit D) to the Committee.

H. Variances

The Committee and Board may, for good cause, approve a minor variance from any architectural provisions in the governing documents. Such variances must be evidenced in a written covenant, signed by the affected Owner, and certified by two members of the Board that the variance was approved by a majority of the Board and

a majority of the Committee. The covenant will be effective when recorded.

If reasonable variances are granted, for good cause, such variances will not be deemed to be a violation of the governing documents as to the property and Owners involved.

A variance is not a general waiver of any of the terms and provisions of the governing documents as to any property or Owner in the development other than those specifically identified in the recorded covenant.

III. **ARCHITECTURAL STANDARDS**

A. **Structural or Material Additions or Alterations.**

Living Units shall conform to the material, colors, character and detailing as established on existing Condominiums within the community.

1. Structural or Material Additions or Alterations under this section will be stained or painted to match or be complimentary with colors used on existing Living Units.

B. **Landscaping and Other Related Improvements**

No Owner of a Condominium shall make any Improvement to the Common Area or remove, plant or replace any landscaping, planting, structure, furnishings, or other objects within the development, without advanced written approval of the Committee or, after reconsideration, the Board.

C. **Drainage**

No one may interfere with or alter the established drainage pattern over the development without approval of the Committee, or after reconsideration, the Board. "Established drainage pattern" means the drainage pattern (a) created by the original developer, and/or (b) is shown on any plans approved by the Board.

D. **Installation Outside of Units**

General

Clotheslines, balcony covers, shades or fencing, wiring, air conditioning equipment, water softeners, other machines, improvements protruding through walls or roofs of buildings, and all other additions or alterations outside of any Unit are prohibited unless either (a) installed by the Association, or (b) authorized by the Architectural Review Committee. Furniture, plants, and other personal property may be kept outside of the Units in the Exclusive Use Common Area balconies or other locations only if authorized in the Rules and Regulations.

Address Numbers

Address numbers on the exterior of the unit shall not deviate from the original style unless otherwise approved by the Committee.

Signs, Posters, Flags and Banners

Except when posing a risk to public health or safety, or violating the law, noncommercial signs, posters, flags and banners may be posted or displayed from the window, door, balcony/patio, or outside wall of the Owner's separate interest. Signs and

posters may not exceed nine square feet in size. Flags and banners may not exceed fifteen square feet in size. Signs may only be made of paper, cardboard, cloth, plastic or fabric and may not be made of lights, roofing, siding, paving materials, flora, balloons, or any similar building, landscaping, or decorative component, or include the painting of architectural surfaces.

Political signs, posters, flags, banners may be displayed up to 90 days prior to an election and up to 30 days following an election.

The flag of the United States may be displayed in the manner provided for in Civil Code §4705.

Owners may display one sign in a designated area which is of reasonable dimensions and design, advertising that the property is for sale, lease or exchange. All other commercial signs may not be displayed in the development.

Signs announcing or describing Association activities may be temporarily displayed at the Board's discretion.

(a) Antenna and Satellite Dish Installations

These standards are in compliance with the CC&R's, Federal and State Regulations and Laws and designed to describe the types, locations and circumstances under which antennas and satellite dishes may be installed and maintained. Owners who rent their homes must adhere to all policies herein for each tenant who wishes to install satellite services.

Prohibited Antennas and Satellite Dishes

No antennae or satellite dish of any type may be installed anywhere in the development, except the following "permitted antennas":

1. Satellite dish antennas that are one meter (39.37") or less in diameter and are designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite.
2. An antenna that is one meter (39.37") or less in diameter or diagonal measurement and is designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite.
3. An antenna that is designed to receive local television broadcast signals.

Permitted Antenna Installation Areas

Permitted antennas may be installed only in the following areas, subject to the following conditions:

1. Living Area. Permitted antennas may be installed anywhere within the Living Area (Unit) of the Condominium.

2. Exclusive Use Common Area. Permitted antennas may be installed within any area in the development over which an Owner has exclusive use or exclusive control, including those areas defined as Exclusive Use Common Area in the CC&Rs, such as balconies and patios. Permitted antennas may not extend beyond the boundaries of any Exclusive Use Common Area. If necessary to receive or transmit an acceptable quality signal, a permitted antenna may be installed on a mast, but both the mast and permitted antenna must remain entirely within the boundaries of the Exclusive Use Common Area. Before installing any mast exceeding twelve feet in height the Owner must obtain a permit from the City of Carlsbad ensuring the installation is safe. Owner must submit "Exhibit C" form for all installations in the Exclusive Use Common Area.
3. Common Area. Permitted antennas may be installed on the Common Area Roof only as described in this paragraph. All installations require advanced written approval of the Committee by applying and submitting all required documentation in the manner provided for in these rules. Owner must submit the "Exhibit B" form with a \$150 refundable deposit to cover minor Common Area damage during installation, maintenance, and/or removal, and removal if the satellite is not removed upon termination of service.

Additional Rules Regarding Permitted Antennas

The following additional rules apply to all permitted antenna installations.

1. Minimal Obtrusiveness. Subject to receiving an acceptable quality signal, all installations of permitted antennas must be done as unobtrusively as possible with respect to the permitted antenna, any tripod, mounting materials, cabling or other components. All mounting materials and cabling which is visible from the Common Area or any other Living Area must be painted to match the exterior of the building.
2. No Penetration or Damage. No installations of permitted antennas may penetrate the roof or exterior walls of the Common Area. No installations of permitted antennas may penetrate the floor or other exterior surfaces of the balcony or patios.
3. Advanced Written Approval. Only installations in or on the Common Area Roof require advanced written approval as set forth above. However, all installations, including those that do not require advance written approval, must still comply with these rules and are subject to challenge after installation.
4. Installation and Maintenance. All installations of permitted antennas must be done in a workmanlike manner to industry standards with the least possible impact on the exterior appearance and structural integrity of the Common Area, Exclusive Use Common Area and Living Area. The Owners of the Condominium for which the permitted antenna was installed is deemed to be the Owners of such antenna for all purposes and are responsible to maintain, repair, replace and/or remove the permitted antenna at the Owners' sole cost and expense, as needed or desired.
5. Damage. If the installation, operation, use, or removal by the owner of any antenna or satellite dish, whether permitted, approved, or otherwise, results in holes, cracks,

or any other damage to the Common Area, Exclusive Use Common Area, Living Area, or any other portion of the development, the Owner of the antenna or satellite dish must either repair the damage or reimburse the Association for its cost of repair, as appropriate under the CC&Rs. The refundable deposit paid by the owner with their satellite application will be used for repairs. Any remainder will be refunded.

6. Liability. The Owner(s) of any antenna or satellite dish installed in the development, whether permitted, approved, or otherwise, are solely liable for any claims, lawsuits, legal damages, costs of suit, attorneys fees, or other losses claimed by any person or entity arising from the installation, use, operation, removal, or other occurrence concerning said antenna or satellite dish and shall further defend, indemnify, and hold the Association harmless from all aforementioned claims, lawsuits, legal damages, costs of suit, attorneys fees, or other losses.
7. Notification. For all installation that do not require approval by the Committee, the Owners installing or causing a permitted satellite to be installed must notify the Association in writing of the installation within five days of completion ("Exhibit C" form). The Owners of a permitted antenna must also notify the Association in writing of the removal of same within five days of removal and permit immediate inspection to determine if any damage resulted.
8. Association Remedies. The Association reserves all rights and remedies provided for in the governing documents and the law for any violation of these rules regarding antennas and satellite dishes, including, without limitation, the imposition of fines, the suspension of rights, the imposition of reimbursement assessments, IDR, ADR, the bringing of a legal action seeking declaratory relief, a mandatory injunction to compel the removal of an antenna or satellite dish, or any other relief, and/or the filing of a Petition for Declaratory Ruling with the FCC

(b) Security Video Cameras:

1. General Requirements. Subject to the architectural approval requirements specified in these rules, Owners may install security video cameras within, or outside of but directly adjacent to, their respective Living Units.
2. Permissible Surveillance Areas. Areas where surveillance with security video cameras are permitted, are limited to the interior of the Owner's Living Unit, any balcony or patio of the Owner's Living Unit, any Exclusive Use Common Areas of the Owner's Living Unit, the entrance area of the Owner's Living Unit, and such other areas as the Committee or Board may deem appropriate under the circumstances.
3. Impermissible Surveillance Areas. Areas where surveillance with security video cameras are impermissible, include, without limitation, Common Area recreation facilities, the windows and doors of any other Owner's Living Unit, the balconies, patios and Exclusive Use Common Areas of any other Owner's Living Unit, and all areas not expressly permitted by these rules and/or the Committee or Board of Directors.

4. Interior Surveillance. Security video cameras which are installed inside a Living Unit and which surveil only areas entirely within the Living Unit do not require architectural approval.
5. Exterior Surveillance. Security video cameras which are installed outside a Living Unit, or which surveil, in whole or in part, any area outside the Living Unit, require architectural approval. All installations requiring architectural approval also require, as a condition of such approval, a post-installation demonstration to the Committee or Board that the area being surveilled is consistent with these rules and the approval given.
6. Location and Camera Type Preferences. When architectural approval is required under these rules, the location where a security video camera may be installed is within the sole discretion of the Committee or the Board. Security video cameras visible from the Common Areas must be as unobtrusive as reasonably possible. Discrete cameras such as peephole, doorbell and light fixture styles are preferred. Wi-Fi capable cameras are preferred. Wiring on the exterior walls or otherwise visible from the exterior of a building is not permitted.
7. Architectural Approval and Reconsideration. The approval and reconsideration process is the same as described in these Guidelines above.
8. No Promise of Crime Deterrence. While the sole permissible purpose of any security video camera installation is to provide increased security for the Owner, the Owner's family, tenants, and guests through video surveillance, the Association makes no representation, promise, or guarantee that the installation or operation of any security video camera will serve as a deterrent to any crime.
9. No Association Liability for Allowing Installation and Use. The Association is not liable for any property damage, personal injury, or other damage or loss of any kind, including, but not limited to, any invasion of privacy claim, asserted or sustained by any Owner, the Owner's family, tenants, and guests, or any third party, resulting from (1) the installation, use, operation, or removal of any video camera authorized by the Association, the Committee or the Board, or (2) the denial of any request to install a video camera by the Association, the Committee or the Board.
10. Owner Indemnity, Defense and Hold Harmless. Any Owner who installs a security video camera, with or without approval of the Association, the Committee, or the Board, must defend, indemnify and hold the Association, its directors, officers, employees, agents and all other Members, their families, tenants, guests, and any third party harmless, from any property damage, personal injury, or other damage or loss of any kind, including, but not limited to, any invasion of privacy claim, asserted or sustained by any Member, the Member's family, tenants, and guests, or any third party.
11. Owner Liability for Damage. Owners are liable for the costs and expenses of repairing any damage caused by the installation or removal of security video cameras and/or the wiring and other equipment therefore upon or within perimeter walls, ceiling

and/or floors (all of which are Common Area) or any other affected Common Areas. Repair obligations may be specified in the conditions of the architectural approval. If the obligations are not met, the Association is permitted to impose a Reimbursement Assessment for such costs and expenses against the liable Owner(s) after a notice and hearing as provided by law. The Association reserves its rights to pursue recovery of such costs and expenses against any liable party in a legal action or in any other manner afforded by the law.

(c) Front Doors

Front doors may be replaced with a metal door of the same design, and painted the same color, as the door being replaced, without architectural approval. Any proposed replacement door of a different material or design, or to be painted a different color, is subject to architectural approval.

(d) Light Fixtures

Light fixtures that are controlled by switches within the units are owned and maintained by the unit Owner. Replacements of the exterior light fixtures require approval of the Architectural Committee. Replacement light fixtures must be of similar design, size and color to the existing fixtures and made for outside use.

(e) Screen Doors

Screen doors must be white or the color of the trim of the building. Installations of screen doors meeting these criteria do not require approval.

(f) Solar Energy Systems:

When requesting to install a solar energy system on Common Area roof shared by more than one homeowner, pursuant to Civil Code §§714 and 714.1, the following requirements apply pursuant to Civil Code §4746:

1. The applicant Owner must notify each other Owner of a condominium in the building on which the installation will be located of the application to install a solar energy system.
2. The applicant Owner and each successive Owner of the same condominium must maintain a homeowner liability coverage policy at all times and provide the Association with a corresponding certificate of insurance within 14 days of approval of the application and annually thereafter.
3. The architectural Application to install a solar energy system must include a solar site survey including a determination of an equitable allocation of the usable solar roof area among all Owners sharing the same roof, garage or carport, as applicable. The solar site survey and its proposed equitable allocation of usable solar roof area will be considered by the Committee or Board in making all decisions on the application.
4. The solar site survey must be prepared by a licensed contractor, or the contractor's registered salesperson, knowledgeable in the installation of solar energy systems to determine usable solar roof area.

5. The solar site survey and the costs to determine useable space shall not be deemed as part of the cost of the system as used in Civil Code §714. The Association may retain the services of an independent expert to review the findings of the Owner's salesperson at the Association's sole expense.
6. The applicant Owner and all successive Owners are responsible for all of the following:
 - a. Costs for damage to the common area, exclusive use common area, or separate interests resulting from the installation, maintenance, repair, removal, or replacement of the solar energy system.
 - b. Costs for the maintenance, repair and replacement of solar energy system until it has been removed and for the restoration of the common area, exclusive use common area or separate interests after removal.
 - c. Disclosing to prospective buyers the existence of any solar energy system of the Owner and the related responsibilities of the Owner under this section.
7. The applicant Owner and all successive Owners must reimburse the Association for any cost of maintaining, repairing or replacing any roof or other building components the Association incurs due to the installation, use, operation or removal of any solar energy system.
8. The applicant Owner and all successive Owners must indemnify, defend and hold the Association and its members harmless for all loss or damage caused by the installation, maintenance, or use of the solar energy system.
9. The Committee, and the Board on reconsideration, may impose any other reasonable conditions of approval as they might deem appropriate under the circumstances. One such condition of approval is that the applicant Owner and the Association, through its Board, execute a recordable covenant setting forth all other conditions of approval regarding the installation, use, operation and removal of the solar energy system. Full execution, with notarized signatures, of such recordable covenant, is a pre-condition to commencement of installation of the solar energy system. The fully executed and notarized covenant will be recorded in the official record of the County Recorder of the County of San Diego, California.

(g) Trellises (Lattice)

Lattice is permitted within Carlsbad Crest subject to the following requirements:

1. Lattice must follow the border of, and not extend beyond, the entire railing of the patio areas only.

Townhome Patio Lattice

1. New lattice must be purchased and installed by the current vinyl fence contractor for the Association.

2. New lattice must be 18" tall or a height to match the height of the solid privacy panel extending from the wall between unit A and B and B and C. New gates must be purchased and installed by the current vinyl fence contractor for the Association. Any landscaping or irrigation changes must be done at the owners' expense by the Association's current landscape contractor.
3. Vines should not be allowed to grow in the vinyl lattice or attach to Common Area surfaces such as the patio wall, siding, stucco or fascia of the building. Vines which violate this provision must be detached immediately.

8-Plex Condo Lattice

1. The height of lattice may not exceed 24" above the top of the patio rail.
2. The lattice must be attached to the interior side of the patio wall. Any damage to the wall as a result of lattice attachment will be the Owners responsibility and should be repaired in the event the lattice is removed.
3. Vines which are grown on the lattice are not allowed to be attached to Common Area surfaces such as the patio wall, siding, stucco or fascia of the building. Vines which violate this provision must be detached immediately.

(h) Electric Vehicle Charging Stations

All installations, operation and use of electric vehicle charging stations must comply with the provisions of Civil Code §4745 which may provide additional rights and obligations beyond those specified in these rules. All Installations in both Townhouse Condominiums and 8-Plex Condominiums require Association approval.

Townhouse Condominiums:

The installation of electric vehicle charging stations in Townhouse Condominiums require advanced written architectural approval in the manner set forth in these rules. The conditions of approval that the Committee or Board may impose include, without limitation, the following:

1. Electric vehicle charging stations must be installed and the charging of electric vehicles thereafter must be performed in the Owner's enclosed garage.
2. The installation and operation of electric vehicle charging stations must meet applicable health and safety standards and requirements imposed by the State and local authorities, and all other applicable zoning, land use, or other ordinances, or land use permits. The Owner or installer must obtain any require building permits from the City of Carlsbad or any other governmental entity or agency requiring same.

3. A licensed contractor must perform the installation or any modification required. The contractor must have industry standard levels of commercial general liability insurance.

Association Recommended Installation

1. The Association recommended installation requires an electrical sub-panel or individually mounted circuit breaker installed in the Townhouse common area electrical closet tapped from the homeowner's electrical service. Maintain all code required clearances. Install conduits inside the electrical closet in a manner to reduce conflicts for future installs by other homeowners.
2. The Association recommended installation requires 1" PVC conduit to be run from the electrical closet, surface mounted to the bottom of the building overhang for the A, B or C units, to the homeowner's garage. The conduit shall be located per Detail EV2. For the D unit, the 1" conduit shall penetrate directly into the homeowner's garage from the electrical closet.
3. The conduit shall be painted to match the building.
4. The conduit shall enter the garage as high as practicable while avoiding the garage door header.
5. The conduits shall not pass through another homeowner's garage.
6. All wall penetrations shall be sealed with caulk, fire rated caulk when penetrating a fire rated wall.
7. The electrical contractor shall correct any deficiencies identified by the electrical inspector, building inspector or HOA in a timely manner. The homeowner shall be responsible for any HOA costs associated with correcting the work should their electrical contractor fail to do so.

Permissible, but not recommended, Townhouse Condominium unit C or D Installation

Since Townhouse Condominium units C and D have access to their garages through internal walls and floors, it is possible to provide power for their EV charging from their electric circuit panel box inside their home by running cable through their walls and floors to the garage. This is a costly major construction project, but within the home. There are two circuit breaker slots in the townhouse electrical panel which will accommodate 30 or 50 amp circuit breakers. They were designated for Electric dryers and AC units. EV charging would likely require one of those circuit breaker slots leaving only one for an electric dryer or AC unit. These issues make the Association recommended installation a better choice for EV charging station installations in Townhouse

Condominiums. IF UNIT C OR D OWNERS WISH TO USE THIS ALTERNATIVE INSTALLATION METHOD, THEY MUST SUBMIT AN ARCHITECTURAL APPLICATION FOR APPROVAL BY THE ASSOCIATION.

Requirement for Either Installation Method

Upon completion of the installation, the Owner of the Townhouse Condominium must permit the Association or its agents to perform a visual inspection of the completed work and provide the Association with proof of compliance with the above requirements, including, but not limited to, proof of licensing and insurance by the contractor, proof of obtaining permits from any governmental entities or agencies, and a copy of any plans drawn for the job. If non-compliance or a violation is determined, the Association reserves its rights to take any lawful action to compel compliance or address the violation.

8-plex Condominiums

The installation of electric vehicle charging stations in 8-plex Condominiums require advanced written architectural approval in the manner set forth in these rules. The conditions of approval that the Committee or Board may impose include, without limitation, the following:

1. The electric vehicle charging station may only be installed in the Owner's designated parking space, including but not limited to, a deeded parking space, a parking space in an owner's exclusive use common area, or a parking space that is specifically designated for use by a particular owner.
2. The installation and operation of electric vehicle charging stations must meet applicable health and safety standards and requirements imposed by the state and local authorities, and all other applicable zoning, land use, or other ordinances, or land use permits. The Owner or installer must obtain any require building permits from the City of Carlsbad or any other governmental entity or agency requiring same.
3. A licensed contractor must perform the installation or any modification required including connecting the Owners electricity to the carport charging station. The contractor must have industry standard levels of commercial general liability insurance.
4. Upon completion of the installation, the Owner of the Condominium must permit the Association or its agents to perform a visual inspection of the completed work and provide the Association with proof of compliance with the above requirements, including, but not limited to, proof of licensing and insurance by the contractor, proof of obtaining permits from any governmental entities or agencies, and a copy of any plans drawn for the job. If non-compliance or a violation is determined, the Association reserves its rights to take any lawful action to compel compliance or address the violation.

All Condominiums

All Owners who have installed electrical vehicle charging stations and successive Owners are responsible for all of the following:

1. The cost of electricity associated with to the Owners charging station.
2. The costs for damage to the charging station, Common Area, Exclusive Use Common Area resulting from the installation, maintenance, repair, removal or replacement of the charging station.
3. The costs for the maintenance, repair, and replacement of the charging station until it has been removed and for the restoration of the common area after removal.
4. Disclosing to prospective buyers the existence of the charging station of the Owner and the related responsibilities of the owner under these rules and Civil Code §4745.
5. Providing to the Association, within fourteen days of approval of the installation, a certificate of insurance regarding the Owner's liability coverage policy in the amount of one million dollars (\$1,000,000) which shall name the association as a named additional insured under the policy with a right to notice of cancellation. This requirement of this paragraph 5 will not apply if the electric charging station is an existing National Electrical Manufacturers Association standard alternating current power plug.
6. The applicant Owner and all successive Owners must indemnify, defend and hold the Association and its members harmless for all loss or damage caused by the installation, maintenance, or use of the electric vehicle charging.

(i) **Windows, window coverings and sliding patio-style doors**

1. Replacement windows and doors may be vinyl and must be white.
2. Windows and doors must not be covered with any materials not designed as window covering, including foil, newspaper or sheets. Mirrored or highly reflective glass windows are prohibited.

E. Installation of Interior Improvements

(a) **8-Plex Condominiums Flooring**

1. Acoustical Limitations. All flooring installed in whole or in part over the dwelling area of another Living Unit must meet or exceed a Field Impact Insulation Class ("FIIC") rating as noted in 1, 2, and 3 below.
2. Hard-surfaced Flooring. Hard-surfaced flooring may only be installed in kitchen, bathrooms, and laundry room. Upon installation of hard-surfaced flooring, such as marble, granite, tile, or hardwood, Owner must perform and submit to the Association the results of an FIIC test performed by a testing agency approved by the Association. If the floors fail to meet or exceed an FIIC rating of 60, the Owner must bring the flooring into compliance, unless the Association grants a waiver for minor deviations, as provided for in these CC&Rs.
3. Carpeting. Whenever floors are re-carpeted, they must meet or exceed an FIIC rating of 60. A test shall not be required following the installation of carpet unless a neighbor complains of noise. In the event of a complaint, the Association shall retain a company to perform the test. If the Unit being tested meets or exceeds an FIIC rating of 60, the complaining Owner will be assessed a Reimbursement Special Assessment for the cost of the test. If the Unit being tested fails, the Owner of the re-carpeted Unit shall be assessed a Reimbursement Special Assessment for the cost and shall also take appropriate action to bring the carpeting into compliance with the Association's standards, unless the Association grants a waiver for minor deviations, as provided for in these CC&Rs.
4. Grandfathering. All flooring installed prior to the 2014 Restated CC&R's are grandfathered, but shall be brought into compliance whenever the flooring is replaced, or nuisance noise issues related to the flooring cannot be resolved by other means. Exception: an owner replacing carpeting discovers hard-surfaced flooring, which they like, under the carpet removed, but in locations prohibited for hard-surfaced flooring. Grandfathering of the discovered hard-surfaced flooring does not apply in this case. New flooring, whether hard surface or carpeting, must be installed according to the 2014 Restated CC&R's and these Guidelines. Flooring not approved by the Board following the 2014 Restated CC&R's must be brought into compliance, unless the Association grants a waiver, as provided for in the CC&R's.

IV. GENERAL CONDITIONS

- A. An oversight of a Covenant, Condition or Restriction, or a Committee policy does not constitute waiver of that rule and therefore, must be corrected upon notice.
- B. Streets may not be obstructed with objects and building materials that are hazardous to pedestrians, vehicles, etc. Items such as, but not limited to, dumpsters, sand and building materials may not be stored on streets, sidewalks, or Common Area Property.
- C. Any damage to Carlsbad Crest Homeowners Association Common Area Property will be replaced or repaired by an Association approved contractor. All applicable charges for repair or replacement will be recovered from the responsible Owner as a reimbursement assessment levied at a properly noticed hearing for that purpose. Reimbursement assessments are due and payable in the same manner as any other assessments.
- D. Architectural approval of changes to a particular Unit does not apply to, or excuse any required approval for, any other Unit owned by the applying Owner.

FORMS

**APPLICATION FOR ARCHITECTURAL COMMITTEE APPROVAL
EXHIBIT "A"**

Please complete and return this form to the Association's Management Company along with proposed plans and specifications. Important Notice: It is your responsibility to inquire about building permit requirements before starting any work. Should a permit be required, please include a copy of the permit with your proposed plans.

OWNERS NAME: _____ Date: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

TENANT NAMES: _____

I would like to request approval for the following improvement (please attach detailed plans per as outlined in the relevant section of the Architectural Guidelines):

The undersigned owner(s) shall jointly and severally defend against, indemnify and hold harmless the Carlsbad Crest Architectural Committee, the Board of Directors and the Carlsbad Crest Homeowners Association (herein referred to as "indemnitee") from any liability, loss, cost, damage or expense, including, without limitations attorney fees, that indemnitee may suffer or incur as a result of any claim(s), demand(s), action(s), cost(s), or judgment(s) made or obtained by any person(s) that arises out of or results from homeowner(s) request for improvement to its unit as described above. Indemnitee shall be so indemnified by homeowner(s) whether or not indemnitee has made any payment(s) resulting from such claim(s), demand(s), action(s), cost(s), or judgment(s). Homeowner(s) joint and several obligations to defend against indemnify and hold harmless indemnitee shall extend from the date set forth adjacent to homeowner(s) signature hereon until such time as no legal action may be successfully initiated against indemnitee based upon any applicable statute(s) or limitation. Provided, however, that for the purpose of this agreement, any and all claim(s), demand(s), action(s), cost(s), or judgment(s) made or obtained against indemnitee shall be conclusively presumed to have been made or obtained prior to the expiration of the applicable state(s) or limitation.

Signature _____ Date: _____

The Carlsbad Crest Architectural Review Committee:

() Approves the proposal as described above.

() Conditionally approves the proposal described above with the following amendment or requirements:

() Does not approve the proposal for following reasons:

ACC Members Signature

Date Signed

CARLSBAD CREST HOMEOWNERS ASSOCIATION

EXHIBIT "B"

Satellite Installation Agreement Form – use for Installations on Common Area Roof only.

Please complete and include EXHIBIT B; along with one (1) set of your satellite dish installation plan and a check made payable to Carlsbad Crest Homeowners Association in the amount of \$150.00 (refundable deposit). Plans may be mailed or delivered to: Carlsbad Crest Homeowners Association, c/o Avalon Management Group, 3618 Ocean Ranch Blvd, Oceanside, Ca 92056, or emailed to CarlsbadCrest@AvalonWeb.com

HOMEOWNER NAME: _____ DATE: _____

ADDRESS: _____

OWNER PHONE: _____ EMAIL: _____

TENANT NAMES: _____

TENANT PHONE: _____ EMAIL: _____

NAME OF SATELLITE SERVICE _____

Owners with Satellite Dish Installations on the Common Area Roof agree to the following:

1. Install satellite dish on the roof on a sleeper or other base, which will not penetrate the roof, and can be easily removed for roof repair and maintenance.
2. There will be no loose or dangling cables and wires; all must be neatly aligned along the building if exposed. Cables or mounting materials visible from the Common Area or Any Living Area must be painted to match the exterior of the building.
3. When satellite dishes are installed they must be labeled with their associated property address. A photo of the satellite dish shall be submitted with the Notice of Completion.
4. Owner will provide for the maintenance and repair of roof or other building components if affected by installation.
5. Installer/Owner of satellite dish system will indemnify or reimburse the Association and/or its members for loss or damage caused by the installation, maintenance, or use of the satellite system (i.e., broken roof tiles, exterior surface damage, and water intrusion).

Owner Signature: _____

Carlsbad Crest Homeowners Association

NOTICE OF INSTALLATION FORM

Satellite Dish/Antenna Installation in Exclusive Use Common Area

EXHIBIT "C"

Please complete and return this form to the Association's Management Company

OWNERS NAME: _____ Date: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

LOCATION (please indicate location of installation): _____

METHOD OF INSTALLATION: _____

I understand that I am responsible for the maintenance of the dish/antenna installed in my exclusive use common area and for any damage as a result of the installation, use, and removal.

Owner Name: _____

Owner Signature: _____

Renter (if any) Name: _____

Renter Signature: _____

NOTICE OF COMPLETION

EXHIBIT "D"

Notice is hereby given that the undersigned is the owner of the property located at:

The work of improvement on the described property was COMPLETED on:

_____ Day of _____, 20____, in accordance with the Carlsbad Crest Homeowners Association Board's written approval through the above Owners' plans and submitted package.

Owner's Signature

Date

Homeowners Association Board: _____

Date: _____

() INSPECTION APPROVED (by Carlsbad Crest Homeowners Association)

() INSPECTION APPROVED with the following conditions:

() DISAPPROVED, due to the following:

UPON COMPLETION OF IMPROVEMENTS MAIL THIS FORM WITH PHOTOS TO:

Carlsbad Crest Homeowners Association

c/o Avalon Management Group

3618 Ocean Ranch Blvd

Oceanside, Ca 92056