



2. Application Check List:

Check Box	Proposed Architectural Improvement(s)	Information Required To Be Submitted With This Application.							
		Plans Required	Plans/ Specs Signed by Architect/Engineer	Building Code Compliance Rating Certification	Contractors License	Sub-Contractors License	Indemnity	Coordinate with Sprinkler Company.	Neighbor Notification
	Flooring – Interior	No	No	Yes	Yes	Yes	Yes	No	Yes
	Flooring - Exterior	No	No	No	Yes	Yes	Yes	No	Yes
	Painting	No	No	No	No	No	No	No	No
	Kitchen Cabinets	No	No	No	Yes	Yes	Yes	No	Yes
	Kitchen Appliances	Yes	No	No	Yes	Yes	No	No	No
	Plumbing	Yes	No	No	Yes	Yes	Yes	Yes	
	Electrical	Yes	No	No	Yes	Yes	Yes	Yes	
	Mechanical - HVAC	Yes	No	No	Yes	Yes	Yes	Yes	
	Sprinkler Relocation	Yes	No	No	Yes	Yes	Yes	Yes	
	Moving/Adding Walls	Yes	No	No	Yes	Yes	Yes	Yes	
	Hot Mop at Shower Pan	No	No	No	Yes	Yes	Yes	No	No
	Adding Scribed Doors	No	No	No	No	No	No	No	No
	Window Coverings	No	No	No	No	No	No	No	No

- Coordination required only if sprinkler system is to be moved.
- Coordination required only if installing hot mop at shower pan.
- Notification required if Architectural Improvements will generate noise or vibration or if water and electricity must be cut off during the improvements.

Additional required items including the retention of painting fixtures, including the abandonment of hazardous lead, asbestos, and mold remediation, and the removal of hazardous materials, including asbestos, lead, and mold, shall be the responsibility of the contractor. The contractor shall be responsible for obtaining all necessary permits and for the cost of those permits. The contractor shall be responsible for obtaining all necessary permits and for the cost of those permits.

3. Guidelines and Permits:

I/We have read the Improvement guidelines established by the CC&R's for the WaterMark Owner's Association, including this document and will furnish copies to all Contractors to be engaged by me/us. I/We agree to comply with those guidelines and understand that it is my/our responsibility to insure that our Contractor(s) comply. I/We acknowledge that Building Permits and/or approval for improvements, including any modification to bearing and non bearing walls, plumbing, mechanical, electrical, etc. may be required by the City of San Diego. The cost of permits, responsibility for obtaining them and the subsequent inspections will be my/our responsibility. I/We also recognize the requirement to be in compliance with the applicable

building codes including, but not limited to, those adopted subsequent to the original completion and acceptance of my/our dwelling. The WaterMark Owner's Association has no responsibility whatsoever in achieving compliance with newer building codes which apply as a result of Owner prompted modifications. Further, I/we understand that approval will not be granted for any modifications/improvement which directly or indirectly conflicts with the CC&R's and/or Architectural Guidelines.

Architectural Review Committee [ARC] approval does not constitute waiver of any requirements by applicable Governmental agencies. ARC approval of plans does not constitute acceptance of any technical or engineering specifications, and Watermark Owners' Association and its ARC do not assume any responsibility for such. The function of the ARC is to review submittals for aesthetics and compatibility with the CC&R's. All technical and engineering matters are the responsibility of the Owner.

#### **4. Responsibility for Project and Conditions for Work Onsite:**

I/We understand and agree to be responsible for all costs of the Architectural Improvement and for costs associated with any repair to the Common Areas (including exterior EIFS) occurring as a result of implementing this improvement. Examples of such potential common area damage include, but are not limited to, fire sprinklers, electrical, plumbing, common walls, common ceilings, exterior EIFS, exterior doors and windows, and exterior EIFS, etc.

Additionally, I/we understand that work hours shall be limited to 8:30am to 5:00pm, Monday through Friday. No work shall be performed on Saturdays, Sundays or Holidays without prior approval from the Architectural Review Committee. Homeowner's are required to post a notice on the common bulletin boards stating the duration of the Architectural Improvements. Contractors tools and materials shall not be stored in any common area. If the improvements require demolition of existing materials, there shall be no use of the WaterMark Owner's Association's trash bins for disposal of construction-related refuse. The Common Areas shall be left in a clean manner at the end of each day.

I/We agree to report any damage to the Common Areas of the WaterMark Owner's Association, including but not limited to, the responsibility provided for by the CC&R's and to be held liable for the cost of the repair.

I/We agree to be responsible for maintenance, repair and replacement of the Architectural Improvements and any portion of a building component of a residential unit which the Architectural Improvement is attached. The ARC reserves the right to require that the applicants sign a maintenance and indemnification agreement as an express condition for approving the application. Notwithstanding, any language of the governing documents (including but not limited to the CC&R's) to the contrary, by permitting the Architectural Improvements, Owner hereby convenants and agrees that the Association shall have no maintenance, repair, or replacement responsibility for the Architectural Improvement and/or that portion of the building components to which it is attached.

#### **5. Association's Right to Inspect:**

I/We agree that the WaterMark Owner's Association, through designated representative(s) of the Architectural Review Committee shall have the authority, but not the duty, to enter upon my/our premises for purposes of inspection to verify compliance with our approved plans and/or completion of the work. This right of the WaterMark Owner's Association to inspect my/our Architectural Improvements includes inspection during the course of my/our construction. However, I/we understand that before any inspection, the WaterMark Owner's Association shall notify me/us, either by telephone or letter, of the date and time intended.

#### **6. Indemnification and Responsibility to Repair:**

Owner(s) agree to indemnify, for himself/herself as well as for his/her successors and assign, and to hold the WaterMark Owner's Association and its members harmless from all claims, demands or liability arising out of or encountered in connection with this Agreement or with the Architectural Improvement, whether such claims, demands or liability are caused by Owner, Owner's agents or employees, or contractors or subcontractors employed on the project, their agents or employees, or caused by any products installed on the project by said contractor(s) or subcontractor(s), excepting only such injury or harm as may be caused solely and exclusively by WaterMark Owner's Association's gross negligence. Such indemnification shall extend to claims, demands or liability for personal injuries and property damage occurring during installation, as well as after completion, related to all of Owner(s) Maintenance Responsibilities provided herein. In the instance that the Association is the sole negligent cause or has caused the damage or injury by its willful misconduct then the Association will not be fully indemnified.

I/We agree to indemnify and hold the WaterMark Owner's Association harmless from all liability related to any damage to existing improvements (wherever located within the project) resulting from the installation/construction of the Architectural Improvement and/or any failure of Owner(s) to properly discharge Owner's Maintenance Responsibility.

I/We agree to indemnify and hold the WaterMark Owner's Association harmless from all liability related to the Associations acts to review, approve, inspect or otherwise administer the installation of the Architectural Improvements I/we are applying for.

I/We further agree that these Architectural Improvements will be completed in a reasonable and diligent manner. I/We further agree that 1) if I/we do not correct any damage caused as a result of implementation of this improvement or, 2) if I/we fail to complete these Architectural Improvements within the allowed time frame, the WaterMark Owner's Association may elect to complete the work and/or repairs, and I/we will be responsible for the actual cost of such work.

**7. Fees and Costs:**

If the Architectural Review Board or the WaterMark Owner's Association deem it advisable to hire the services of a licensed professional Architect and/or Engineer to review the proposed Architectural Improvements, based on the WaterMark Owner's Associations good faith belief that the Architectural Improvements may be the cause of damage or deterioration to either the common area or adjacent units, I/we shall pay the entire cost of those services upon a finding by said professional Architect/Engineer that damage or deterioration to the common area or units adjacent to the Architectural Improvement has been caused wholly or in part by the Architectural Improvement or the installation process therefore. I/We further agree that any unpaid balance shall become due and payable as an assessment against my/our unit.

**8. Bond:**

The ARC reserves the right to require that the applicants submit a monetary bond prior to initiation of any construction. Additionally, the ARC reserves the right to determine the amount of the bond based upon the nature and complexity of the construction project.

**Signatures of all Owner(s):**

_____	_____
(Signature)	Date
_____	_____
(Signature)	Date

**Signature of Contractor(s):**

I/We have received, read and understand the terms of this Architectural Improvement Application, and understand that the Owner(s) listed above may be fined and/or incur charges in the event the guidelines herein are violated.

_____	_____
(Signature)	Date
_____	_____
(Signature)	Date
_____	_____
(Signature)	Date

## Architectural Disclosures

Pursuant to California Civil Code § 1378, below is a copy of the Association's Architectural Standards with Appeal Procedure:

### **Notice Regarding the Association's Architectural Application and Appeal Process**

Effective January 1, 2005, the architectural approval process used by community associations has been subjected to new requirements. The Association is required to provide its members annually with notice of any requirements for association approval of physical changes to property, and of the procedure used to review and approve or disapprove a proposed change. This Notice is intended to provide the information required by this statute.

Section 2.19 Floor Covering. All floor areas within a Living Unit, shall be covered with materials designed and installed for the purpose of minimizing noise transmission above a level of 50 STC (Sound Transmission Class) and 50 IIC (Impact Insulation Class). STC and IIC are California Noise Insulation Standards as set forth in the California Administrative Code, Title 25, Housing and Community Development Chapter 1. State Housing Law Regulations and Earthquake Protection Laws Regulations Subchapter 4, Sec. 28; as amended through June 16, 1979.

In addition to the requirement set forth above, in the event an Owner desires to install wood, tile, marble, granite or other similar hard surface materials in a Unit, such materials shall only be installed over glass mesh mortar units with an approximate thickness of 5/8" certified by a manufacturer to be suitable for noise reduction and acoustic use (such units may be referred to by its trade name "Wonderboard").

ARTICLE 111  
SEPARATION OF INTEREST/PARTITION

Section 3.1. No Separation of Interest. No Owner may sell, assign, lease, or convey his interest in the Common Area separate and apart from his Unit nor any portion of his Unit apart from the entire Unit.

Section 3.2 Partition. Each of the Owners of a Condominium, whether such ownership is in fee simple or as a tenant-in-common, is hereby prohibited from partitioning or in any other way severing or separating such ownership from any of the other ownerships in the Project or the Common Area, except upon the showing that such partition is consistent with the requirements of California law as set forth in California Civil Code Section 1359. Nothing herein stated is intended to prevent co-tenants of a Condominium from partitioning their co-tenancy interest therein,

section 3.3 power of Attorney. The Association is hereby granted an irrevocable power of attorney to sell the Project for the benefit of all the Owners thereof when the partition of the Owners' interests in said Project may be had pursuant to Section 3.2 above. The power of attorney herein granted may be exercised, upon the vote or written consent of two-thirds (2/3) of the Owners by any two (2) Members of the Board who are hereby authorized to record a Certificate of Exercise in the Office of the County Recorder, San Diego County, which certificate shall be conclusive evidence thereof in favor of any person relying thereon in good faith.

(v) Any change in the exterior appearance of a Unit shall be in accordance with the Declaration and Bylaws and applicable provisions of law.

#### Section 4.6 Improvements.

(a) No building, fence, wall obstruction, balcony, patio or balcony screen, patio or balcony cover, tent, awning, improvement, or structure of any kind shall be commenced, erected, painted or maintained upon any part of the Common Area, or a Living Unit (exclusive of an area within a Unit), nor shall any alteration or improvement of any kind be made thereto until the same has been approved in writing by the Board. Plans and specifications showing the nature, kind, shape, color, size, materials and location of such improvements, alterations, and the like shall be submitted in writing to the Board for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. Whenever any plans and specifications are submitted in writing to the Board pursuant to the provisions of this paragraph, said plans and specifications will be deemed approved for the purposes of this section if the Board fails to disapprove the plans and specifications within thirty (30) days after the date of submission to the Board.

#### Section 4.7 Inspection Obligation.

(a) In addition to the Association's general maintenance obligations set forth in this Declaration, the Association shall, at all times, contract with (subject to the limitations set forth in the Bylaws of the Association) or otherwise retain the services of independent, qualified, licensed individuals or entities to provide the Association with inspection services relative to the maintenance, repair, and physical condition of the Project, as described herein.

(b) The inspectors shall inspect all parts of the Project including, but not limited to, structural components, drainage (roof and deck drains) mechanical and electrical equipment, parking areas, driveways, walkways and landscaping. Declarant may provide the Association with maintenance criteria, maintenance manuals, or warranty requirements. In such event, the inspectors shall additionally assist the Association with compliance with same, reviewing and updating same and providing any modifications or additions to same in order to assist the Association to maintain the Project. The Association shall be responsible for meeting all requirements under any such maintenance manuals, maintenance criteria or warranty requirements and/or the Board as they may be modified from time to time by such inspectors.

WaterMark Owner's Association

ARCHITECTURAL IMPROVEMENT NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that:

The undersigned is the owner(s) of the property located at:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Unit Number

The work of improvement on the described property was COMPLETED on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in accordance with the approved BOARD OF DIRECTORS CERTIFICATION dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signatures of all Owner(s):

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date