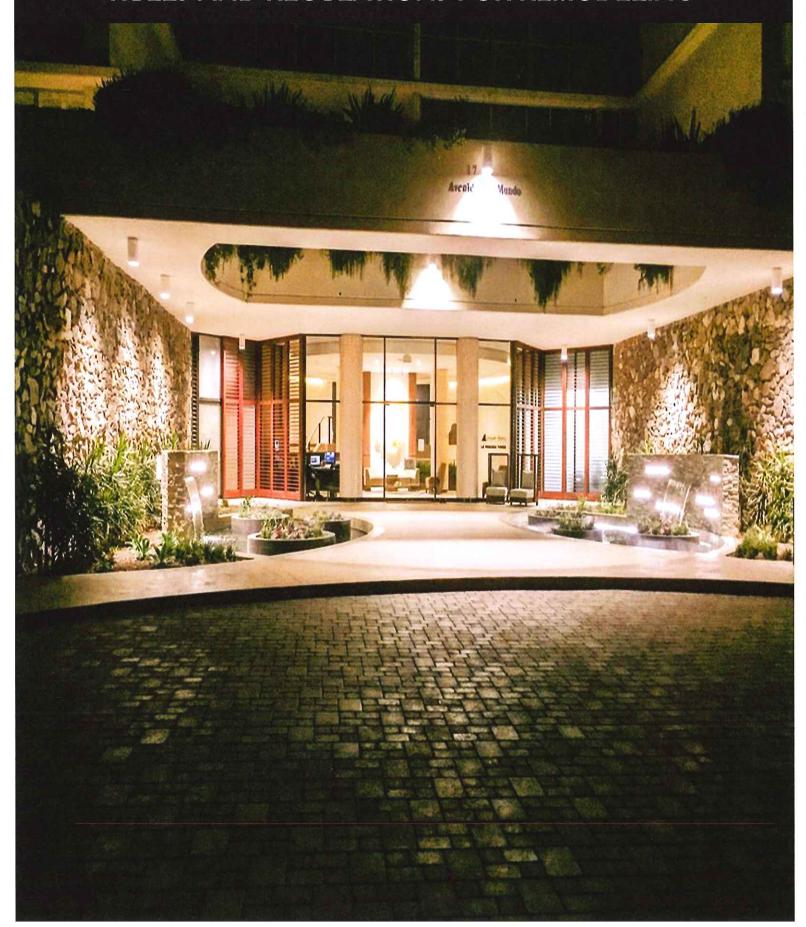


RULES AND REGULATIONS FOR REMODELING





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La Princesa Rules and Regulations for Remodeling (Revised and Adopted 8/18/2017)

- I. Requirements for Approval of Physical Changes to Property: In accordance with the Covenant, Conditions, and Restrictions (CC&Rs) and Bylaws of the Association, the La Princesa Board of Directors established the Rules and Regulations for Remodeling for owner unit (known as "unit") alterations, modifications, and repairs (known as "remodel").
- II. Residential Building: Contractors (and owner if a self-remodel) work in a residential building where residents live and have a right to the quiet enjoyment of their home. It is important to be respectful of this and keep remodeling noises to a minimum while also completing the project in an efficient and timely manner.

III. Purpose:

- 1. Protect and enhance the property values for the membership.
- 2. Provide for the safety, security, and comfort of all residents.
- 3. Provide for fair and equal treatment to every homeowner.
- 4. Maintain building's structural integrity by protecting structure and systems from damage due to changes and/or errors caused by owners and contractor(s).
- 5. Preserve other owners' rights to privacy and quiet enjoyment of their property.
- 6. Make sure contractor(s) are insured to cover any mistakes and/or damages.
- 7. Enforce compliance of these rules and regulations.
- 8. Provide consistent, clear, and transparent directions for owners to follow.
- 9. Manage and minimize risks.

IV. Definitions:

- 1. **Contractor**: An entity contracted with to perform work and also encompassing sub-contractors, work person(s), trades person(s), and other persons hired by contractor(s).
- 2. **Board Approval Required**: Full and Partial Remodel changes that include, but not limited to, demolition, removal, relocation, and/or structural modification to internal walls; bathrooms/ bathroom fixtures; kitchen/kitchen fixtures and appliances; windows; balconies; balcony enclosures; replacement, installing new or pushing out windows; and, installation or re-surfacing hard surface flooring, among others. Altering concrete walls, ceilings, and floors is not permitted (see section VI.12).
- 3. **Board Approval Not Required**: Updating wallpaper, painting, furniture, carpet placement/replacement, individual appliances, individual bathroom or kitchen fixtures, individual window coverings or minor repairs. [Installation schedule must be provided to the general manager in advance].
- 4. **Full Remodel**: The majority or the whole unit is remodeled.
- 5. **Partial Remodel**: A portion of a unit is remodeled, such as but not limited to, a kitchen remodel, a bathroom remodel, a closet remodel, enclosing a balcony, installing hard surface flooring (i.e., stone, tile, wood, laminate, or vinyl), replacing, installing new or pushing out windows.
- 6. **Remodel/Remodeling/Remodeled**: Any structural modification to the interior of a unit, including, but not limited to movement, relocation construction, or removal of

unit walls, doors, bathrooms, bathroom construction, bathroom facilities, kitchen, kitchen facilities, balconies, balcony enclosures, or any other room or fixture other than wall coverings, or any installation or re-surfacing of unit flooring.

- 7. **Remodels Allowed Simultaneously**: Four (4) Full Remodels and two (2) Partial Remodels at the same time.
- 8. **Standing Fine**: A fine approved by the Board of Directors for a specific violation requiring no additional consideration by the Board.
- 9. Unit: An estate according to Civil Code Section 1351(f), defined by the Condominium Plan. "Unit" shall also mean and refer to the elements of a Condominium which are not owned in common with other owners of other Condominiums. The boundaries of a unit shall be the interior surfaces of the perimeter walls, floors, ceilings, windows and doors of each unit, where they exist, and otherwise to the vertical or horizontal planes at the limits of the dimensions shown on the Condominium Plan. The unit shall include both the portions of the building so described and the air space so encompassed. In interpreting deed and plans, the existing physical boundaries of a unit, or of a unit reconstructed in substantial accordance with the original plans, shall be conclusively presumed to be its boundaries, rather than the metes and bounds, or other description, expressed in the deed or plan, regardless of settling or lateral movement of building and regardless of minor variance between boundaries shown on the plan or in the deed and those of a building.
- V. Application and Approval Process No unit may be remodeled without complying with all of the following:
 - 1. **Written Permission**: Written permission from the Association must precede unit remodeling. Written application for Association permission must be personally delivered to the general manager or as otherwise designated by the Board of Directors prior to any unit remodeling. No application for a Full or Partial Remodel will be processed if the owner is in arrears with assessments the application will be returned to the owner.
 - 2. No Oral or Non-Written Permission: Oral or non-written applications for permission to remodel a unit made to the general manager, any individual member of the Board of Directors, or at a regularly scheduled Board of Directors meeting do not constitute an application for permission. Any response to oral or non-written applications for permission to remodel a unit may not be relied upon as the basis for remodeling a unit. The Board of Directors shall provide a written decision to an application to remodel a unit. Any verbal representations regarding approval or non-approval of a remodel application shall be of no effect and may not be reasonably relied upon by a unit owner or resident applying for permission to remodel a unit. If approval is denied, the written decision shall describe the specific reasons for denial.

- 3. **Application Composition & Fees**: Any written application for permission to remodel a unit must include the following:
 - a. Completed Remodel Approval Request Form providing a detailed written description of the intended remodeling, including the nature of the work to be performed, the extent of any construction that might adversely impact other unit owners or residents, and the specific time and days during which heavy construction might occur.
 - b. Applicable Attachments to Remodel Approval Request Form.
 - c. Architectural Plans, Construction Documents, Diagrams, and/or Drawings, materials list, and product specification data sheet.
 - d. Construction Schedule.
 - e. Timeline Schedule: Start Date and Completion Date.
 - f. Signed La Princesa Rules & Regulations for Remodeling Verification/ Acknowledgement Form.
 - g. City of Coronado Building Permits (may be provided at the Pre-Remodeling Conference).
 - h. Copy of contractor(s) business license (remodeling shall be accomplished only by a licensed California contractor).
 - i. Copy of contractor(s) General Liability Insurance Certificate and Endorsement page (\$1 million).
 - j. Copy of contractor(s) Workers Comp Insurance Certificate and Endorsement page.
 - k. Copy of contractor(s) Automobile liability and Property Damage Certificate and Endorsement page.
 - 1. Copy of Product Liability and Property Damage Certificate and Endorsement page.
 - m. \$1,000 deposit held by Association to cover cleaning and repairs of Common Areas made necessary by the remodel, which may be refunded at the completion of the remodel if there is no damage to the building. If damage to the building occurs in excess of \$1,000, the owner will be billed for the additional expenses incurred by the Association to remedy the damage but not necessarily limiting liability to that amount.
 - n. \$1,000 non-refundable fee for wear on the building.
 - o. \$1,000 non-refundable fee payable to Association if there is a balcony push-out (see Appendix B).
 - p. \$1,000 per window wall if windows are pushed-out (see Appendix C).
- 4. **Board of Director's Notification/Decision Period:** Fifteen (15) days after receipt of a written application for permission from the Board of Directors to remodel a unit, the Association shall notify the owner or applicant of the date, time, and place the Board of Directors will meet to consider the application. The Board of Directors reserves the right to postpone its consideration of a matter in order to conduct additional studies or to seek the advice of outside consultants. The Board of Directors must render a decision on an application within ninety (90) days of receipt of the application. If the Board of Directors does not render a decision within ninety days, the plan will be deemed approved.
- 5. **Remodeling Factors/Guidelines Considered:** The Board of Directors, in reviewing each remodeling application, will exercise reasonable discretion in approving or

disapproving a remodeling request. The Board of Directors may consider the following factors or guidelines:

- a. Nature of the proposed remodeling.
- b. Adverse impact upon other unit owners or residents.
- c. Increased impact on Common Area maintenance.
- d. Permanence of proposed remodel.
- e. Number of remodels in progress and pending remodels.
- f. Aesthetic impact on the La Princesa Tower and adjoining properties as reasonably determined by the Board of Directors.
- g. Applicable governing documents, City of Coronado municipal law, the Uniform Building Code, building permits/approvals by the City of Coronado and the fire marshal.
- 6. Architectural Review Committee (ARC)*: The Board of Directors may appoint an ARC to review Remodeling Applications. The ARC must consist of at least one (1) Member, who may be a Director. If no ARC is appointed, the Board of Directors shall be the ARC. All references to the ARC are to the ARC if it exists, or otherwise to the Board of Directors. Members of the ARC may not receive any compensation for services rendered. See Appendix A for ARC Procedures.
- 7. **Architectural Approval:** Any architectural change to the Development visible from any unit, the Common Area or public area surrounding the Development, or resulting in a structural change or change in drainage must be approved in advance, in writing by the Association. The Association has the authority to grant conditional approval, which approval may be automatically withdrawn if conditions imposed are not met, or cease to exist.
- 8. **Appeal of Board of Directors Decision**: The applicant or any concerned unit owner or resident may appeal a Board of Directors approval or denial of a unit remodel application by submitting the appeal in writing to the Board of Directors, with a copy to the general manager, within thirty (30) days after the Board of Directors provides written approval or non-approval to the remodel application. Within sixty (60) days after receipt of a written appeal, the Board of Directors shall reconsider the application reply. Within fifteen (15) days after receipt of an appeal, the general manager shall notify the appellant of the date, time and place the Board of Directors will meet to consider the appeal. The remodel applicant will also be so notified.
- 9. **Pre-Remodeling Conference**: After an Application has been approved by the Board of Directors and prior to any work and/or staging of tools, equipment, or materials of any kind in a unit, a Pre-Remodeling Conference will occur in the general manager's office attended by the general manager, building engineer, prime contractor's superintendent, and the owner to enhance expectations and understanding of responsibility prior to starting the Remodel. Responsibilities will be discussed and a physical walk-through of the respective portions of the building

^{*} Written application along with any plans or drawings may be reviewed by a consulting architect, retained by the Board of Directors for this purpose. The architect will make a written review to the Board of Directors; and be available for inspections of the unit during remodeling, and at the conclusion of the remodel. The owner or applicant shall be responsible for all fees incurred by this service.

shall take place including the floor where the remodel will occur for all parties to sight the existing condition of the building before any Remodel activities commence. An owner may not delegate his/her attendance requirement to a contractor. At this conference, the prime contractor will be required to sign and provide to the general manager a copy of the contractor's Remodeling Rules and Information Sheets.

- 10. **Compliance with Governing Documents**: All proposed remodels must be in strict compliance with the governing documents and any applicable federal, state or local laws or regulations, including, but not limited to, the City of Coronado municipal law and the Uniform Building Code.
- 11. **Remodeling Without Approval**: A unit owner or unit resident who remodels a unit without written approval from the Board of Directors including remodeling differently than what is approved or not seeking approval, and/or makes any modification not in compliance with the Association rules, conditions imposed by the Board of Directors, federal, state, or local law, and/or City of Coronado permit, must immediately remove or be financially responsible for the removal of said remodeling at the owner's own cost. In the event that the Association is required to challenge any unauthorized modification or nonconforming modification, the Association shall be entitled to recover its reasonable costs and attorney's fees.

12. Standard remodeling times (from formal start date):

- a. Demolition of flooring or windows: 2 days.
- b. Demolition for minor (Partial) remodel: 2 days.
- c. Demolition for major (Full) remodel: 5 days.
- d. Flooring installation: 7 days.
- e. Windows installation: 5 days.
- f. Minor (Partial) remodel: 1 to 3 months.
- g. Major (Full) remodel: 4 to 6 months.

Remodeling time depends on complexity of design and unit square footage.

- 13. **Remodeling Time Limitation**: An approved remodel must be completed, and all remodel construction activity concluded, within one hundred eighty (180) days from the date of the Pre-Remodeling Conference unless the time is extended in writing by the Board. Any extension of the 180-day limit must be approved by the Board of Directors. Remodels that go beyond the 180-day limit without written approval of the Board may face a penalty of \$150 per day for any extra calendar day required to finish the job. If a Remodel goes beyond the 180-day limit, without a Board of Directors extension, the Association is entitled to sue, enjoin, or otherwise act to restrain such construction by lawful means, including barring building access of contractor(s), their employees, and suppliers.
- 14. **Inspection of Work in Progress and/or Completion:** The Board of Directors or their authorized representative shall have the right to inspect a unit being remodeled one time per week or as often as deemed appropriate under the circumstances. At the completion of the remodel the Association shall have the right to inspect the unit to

ensure compliance with all applicable requirements, the owner's approved application, and the governing documents. At the time of completion of the work, the owner must submit a Notice of Completion of Remodeling to the general manager. The general manager and building engineer shall conduct a final inspection and notify the owner in writing as to whether the remodel is in compliance.

15. **Remodel Completion Documents**: At the conclusion of a remodel, the Notice of Completion of Remodeling accompanied by the City of Coronado's Permit containing final sign-off must be provided to the general manager prior to return of applicable deposit.

VI. Specific Requirements

- 1. **Licensed Contractor(s):** A California state licensed contractor(s) shall perform all remodels, including but not limited to, framing, electrical, plumbing, mechanical systems, flooring, and windows. A licensed Electrical and Plumber shall perform all electrical and plumbing work, respectively. Owners performing their own work need to obtain City of Coronado permits if required. Owner takes full responsibility of all work done in unit.
- 2. Contractor(s) Contact Information: Prior to approval, owner must provide the general manager with the contractor(s) name, license number, and phone number (see Remodel Approval Request Form). All insurance forms (see sections V.3 and VII.1) shall be submitted to the general manager no later than at the Pre-Remodeling Conference.
- 3. **Change Notification:** The general manager must be informed of any changes to Construction Schedule or Timeline Schedule.
- 4. **Working hours:** 8:00 p.m. to 4:00 p.m. with cleanup extending to 4:30 p.m. Monday through Friday. No work is allowed on weekends, federal government holidays, the Friday following a federal government holiday falling on a Thursday, or as restricted by City Ordinance.
- 5. **Summer Remodeling Moratorium:** La Princesa has approved a summer time Full or Partial Remodel stoppage that begins on the last Friday that falls one week prior to the Independence Day holiday (22 June to 27 June, depending upon the calendar), and ending on the Tuesday after Labor Day.
- 6. **Unit Access Notification:** Door Person must be notified in writing in advance of arrival of the names of all people who will need access to a unit before they are allowed to enter. Notification must be signed by either owner or contractor(s).
- 7. **Lobby Entrance:** No work person is allowed through the front lobby entrance except to obtain a key to a unit and must sign out a key [as approved in writing by the owner or contractor(s)]. All other persons performing work or delivering materials/supplies must enter through the lower garage door.

- 8. **Elevator** (#1): Elevator #1 is the only elevator that may be used by contractor(s) for any purpose. Association staff will install/remove pads and floor mats daily when there is a remodel underway in the building. The elevator shall be used efficiently so that number of elevator trips used for any remolding is minimalized. For elevator hours and use, see the Contractor(s) Remodeling Rules and Information Sheets.
- 9. **Inspections:** To ensure compliance with this document, the general manager and building engineer have the right to inspect throughout remodeling including, but not limited to, cast iron pipes, underlayment, etc. (see the Contractor(s) Remodeling Rules and Information Sheets).
- 10. Added Bedroom Not Allowed: No structural modifications or alterations in a unit are allowed that result in the creation of an additional bedroom or sleeping space other than what appears on original Condominium Plan recorded at the Office of the County Recorder of San Diego County as File/Page No. 78-007400. No enlargement of the unit is permitted except enclosure of the balcony and window push-outs in strict accordance with Balcony and Windows Push-out requirements (see Appendices B and C, respectively).
- 11. **Added Kitchens or Bathrooms Not Allowed:** Additional kitchens or bathrooms may not be added. Unit kitchens and bathrooms may not be relocated within the unit. Additional waste lines may not be added to an existing main waste line in a unit.
- 12. **Structural Alterations:** Channeling, coring, detouring or cutting of concrete floors, concrete ceilings, concrete columns, or concrete sheer walls, is not permitted. Structural concrete walls cannot be removed or tampered with.
- 13. **Combining Units:** Combining of two adjacent units is allowed except where existing concrete wall(s) would prohibit. If a unit is combined, the hallway entrance door that is no longer used shall remain in place to appear as a functional door. This keeps the hallways uniform. The interior of this entrance can be drywalled over. If a combined unit with a missing hallway entrance door is remodeled, that door shall be reinstalled.
- 14. **Minimizing Noise:** Exceptionally noisy tools and work days shall be identified and outlined in the Construction Schedule so that surrounding owners may be notified in advance. No jackhammers are allowed.
- 15. **Window Coverings:** Only blinds, drapes, shutters, motorized shades, or curtains shall be used as window coverings. The portion of window covering facing outward must be white or off-white.
- 16. **New Windows:** Windows must be Low-E glass and tinted in light grey color (not black). Tint color must be specified on the plans and subject to Board of Director's approval. Where double pane glass is selected, the tint must be applied postmanufacturing or otherwise adjusted to match tint in single pane glass (not darker because of double thickness).

- 17. **Window Screens:** If screens are to be installed, they shall be constructed of gray fiberglass screening with clear anodized 1" aluminum frames.
- 18. **Approved Flooring:** Hard surface (i.e., stone, tile, wood, and laminate and carpet over approved pad) are approved for all areas. Any hard surface flooring in a unit must rest upon an approved flooring sub-system that complies with the Uniform Building Code. Cushion backed vinyl may be installed only in the kitchen and bathrooms.
- 19. **Flooring Underlayment:** The floor system must result in a minimum Field Impact Insulation Class (FIIC) rating of 50 (see Appendix D).
- 20. Debris Removal: It is not permitted to place debris in building trash dumpsters or building trash chutes. Debris must be bagged while within the unit being remodeled, removed from the building using the lower garage level, and disposed of offsite. Additional dumpsters are NOT allowed on the Coronado Shores property. The Disposal/Dumpster Company will NOT pick up any dumpster with construction debris in it. A standing \$500 fine will be levied on the owner of a unit being remodeled for each instance of a respective contractor(s) placing construction debris in the building trash chutes and/or dumpsters.
- 21. **Dumping Debris in Drains or Toilets:** DO NOT put anything (other than clear water) down kitchen, bathroom, and/or wet bar drains or toilets in a unit or the building. A standing \$1,000 fine will be levied on the owner of a unit being remodeled for each instance of a respective contractor(s) placing construction debris in drains or toilets. Additionally, the owner is liable for the cost of clearing drains or toilets clogged by debris as well as remedying any back-up that occurs in any other unit due to such action by the contractor.
- 22. **Building Carts:** It is not permitted to use grocery or luggage carts to carry construction materials/tools to a unit or construction debris from unit.
- 23. **Smoke Detectors:** Smoke detectors must be protected at all times. Do not leave the condominium without smoke detector protection!
- 24. **Sprinkler Heads:** Sprinkler heads shall not be painted or disturbed in any way! A standing \$500 fine per sprinkler head will be levied for doing so. For full information, see Contractor(s) Remodeling Rules and Information Sheets.
- 25. Construction Material Storage: Common Areas shall not be used for storage.
- 26. **Cable Television Lines:** Relocating or detouring existing vertical cable television lines in a unit or Common Area must be placed in rigid conduit or EMT with sweeping bends to allow renewal of cable in the future. The contractor shall obtain approval of the building engineer in advance of any such relocation or detouring.
- 27. **Water Line Redirection:** Redirecting main water lines in a unit is responsibility of owner for future repairs and/or maintenance. For more information, see Remodel Approval Request Form, Attachment 1: Plumbing Requirements for Remodels.

- 28. **Water Shutoff Notification:** A 48-hour advance notice is required for water shutoff. Request shall be submitted to the general manager who will notify the building engineer.
- 29. **Hallway Floor and Unit Door/Surround Protection:** Both areas must be protected throughout the remodel. Daily installation of Protection shall begin no earlier than 8 am and the protection shall be removed by 5:30 pm daily (see section VI.4, Working Hours, and the Contractor(s) Remodeling and Information Sheets).
- 30. **Items Shipped to Building:** Contractor(s) shall not ship items to the building unless contractor(s) is available for immediate receipt and removal of items from the lobby, garage, driveways, and property surrounding garage entrance. Association staff cannot sign for or accept remodeling materials or supplies. If staff allows delivery and items are not picked up immediately by contractor(s), a daily storage fee will be charged of \$100 per calendar day. Items may be discarded if not picked up within 24 hours after oral or written notice is given to contractor(s) or any employee/agent. Staff is not liable for items delivered to building that get damaged, discarded, lost, or otherwise.
- 31. **Housing Forbidden:** A unit under remodel and not occupied by owner cannot be used as housing for contractor(s) or any other persons.
- 32. **Waste Drain Shut-off Value Requirement:** When replacing drain piping, after the trap for kitchen sink(s) and bathroom sink(s) and before wall penetration, a waste line ball-valve shall be installed (normally open) to enable isolation of the unit's drain lines from the building waste mains and protecting the unit should a significant back-up occur in the building's waste mains.
- 33. **Jacuzzi Whirlpool Bathtubs Not Allowed:** Jacuzzi whirlpool bathtubs are not allowed due to noise transmission and vibration.
- 34. **Shower Drain Mesh Strainer Requirement:** When a shower is installed replacing a bathtub, or a shower is remodeled/replaced, a shower drain mesh strainer shall be installed under the flat strainer to inhibit hair and debris from entering the building's main waste system.
- 35. Trash Compactors: No trash compactors are permitted within any unit.
- 36. **Exhaust Ducts & HVAC Openings:** All exhaust ducts and HVAC openings are to be covered. The upper and lower seams of all party walls are to be caulked and/or sealed before new drywall is installed on remodeled side.

VII: Construction Process

- 1. **Insurance Coverage**: Owner is required to obtain the following insurance coverage documents from contractor(s):
 - a. Liability and General Comprehensive Statutory Workers Compensation for all employees.

- b. Employees Liability including Occupational Disease coverage.
- c. Automobile Liability and Property Damage coverage.
- d. Product Liability and Property Damage coverage.
- e. Contractor(s) should provide the owner a "Certificate of Insurance" for each policy and notify the owner within 30 days of cancellation or material change in coverage.
- f. Liability Insurance must be a \$1,000,000 minimum. All contractor(s) policies must contain a waiver of subordination and include Coronado Shores Condominium Association No. 10 as an additional insured party on certification page with Endorsements attached.
- 2. **General Manager's Insurance Copies**: Prior to work commencing, owner shall give copies of insurance coverage information to the general manager no later than at the Pre-Remodeling Conference (see sections V.3, V.9 and VII.1). If copies are not submitted, the general manager will bar the start of work. The Association, Board of Directors, general manager, building engineer, and all Association employees have no responsibility with respect to the adequacy of any and all other matters relating to insurance coverage.
- 3. Compliance with Building Documents and Government: All proposed remodels must be in strict compliance with the CC&R's, By-Laws, and Rules and Regulations for Remodeling, as well as any federal, state or local laws or regulations (including the City of Coronado Municipal Codes, the Uniform Building Code, and all materials used must conform to specifications established by the Association.
- 4. **Compliance with Plans:** Owner must <u>strictly comply</u> with the representation of the remodel made in the Remodel Approval Request Form and supporting documents or any conditions imposed by the Board of Directors. Failure to do so will result in revocation of any prior approval.

VIII: Enforcement

- 1. **Behavior & Work Habits**: Owners are responsible for the behavior and work habits of contractor(s) [including sub-contractor(s), work persons, trade persons, and anyone involved in remodel].
- 2. **Standing Fines:** Owners will be fined for Rules and Regulations for Remodeling violations for each event/incident. Fines are not limited to those stated below.
 - a. Daily package storage: \$100.00 a day (section IV.30).
 - b. Water Shut-down (first two free): \$25.00 per shutdown (section VI.28).
 - c. Common Area cleaning: \$50.00 per hour (minimum one hour).
 - d. Usage of non-contractor(s) Elevator (Elevator #2): \$50.00 (section VI.8).
 - e. Violation of the rules regarding loading and unloading elevators: \$50.00
 - f. Garage parking in violation: \$100.00
 - g. Use of grocery or luggage carts for moving construction materials: \$50.00 (section VI.22).
 - h. Working before or after hours: \$100.00 (section IV.4).
 - i. Failure to return unit key by 5:30 p.m.: \$50.00

- j. Loss of key: \$50.00 plus all related costs
- k. Disposal of contractor(s) materials in Association dumpsters: \$500 (section IV.20).
- 1. Dumping debris in drains or toilets: \$1,000 (section VI.21).
- m. Tampering with or failure to protect smoke detectors: \$100.00 plus the cost to replace damaged smoke detectors (section VI.23).
- n. Failure to protect, or disturbing, sprinkler heads: \$500 per head plus all related costs (section VI.24).
- o. Remodeling beyond approved completion date: \$150 per day (section V.13).
- 3. **Changing Fines:** The Board may alter fines at any time. Changes shall apply to all violations occurring subsequent to the adoption of the change and its posting in the mailroom, elevators, or both for a period of at least five days. If owner asks Association to bill contractor(s), owner is liable to pay immediately upon demand if contractor(s) fails to pay within 15 calendar days of billing.
- 4. **Violation of Rules and Regulations:** If contractor(s) violates any Rules and Regulations, the general manager, building engineer, or any other person acting on behalf of Association will give oral or written notice to owner or contractor(s). The complaint will be noted in a journal, log, and/or on the general manager's computer. If another similar or different violation occurs, the general manager may request the Board of Directors hold a Hearing to consider the matter. The owner is entitled to present relevant information at the Hearing. If the offense is serious, Board of Directors may decide to bar contractor(s) and his/her employees from further entry into building for a period of time or permanently. Failure to take action under this paragraph with respect to any violation or violations shall not constitute a waiver of or limitation on the right to thereafter take action under this paragraph.

IX: Liability

Owner agrees to indemnify and hold harmless the Association (including the Board of Directors, general manager, building engineer, and all Association employees) for any loss, cost, or other consequences of damage resulting from a remodel; payment of any fee, deposit, or other sum; approval of the remodel; any provision in Rules and Regulations or the implementation thereof; actions taken or not taken by or on behalf of Association in connection with the remodel; or liability caused by the remodel including damage to the Common Area including, but not limited to, a discharge of any material or substance such as hazardous material, in violation of California or federal law.

Appendix A - Architectural Review Committee (ARC)

- I. Duties of the Committee. The ARC shall consider and act upon all Remodeling Applications, subject to Board approval.
- II. Meetings and Actions. The ARC shall meet from time to time as necessary to perform its duties. The vote or written consent of a majority of the ARC Members constitutes the act of the ARC, unless the unanimous decision of the committee is required by the governing documents or by the Board of Directors. The ARC may maintain a written record of all actions taken.
- III. Architectural Guidelines. The ARC may, with the approval of the board, adopt, amend and/or repeal Architectural Guidelines. The Architectural Guidelines will interpret and implement the governing documents by setting forth the standards and procedures for ARC review, and the guidelines for design and placement of alterations.
- **IV. Approval by ARC.** Approval of the ARC must be granted by majority decision of the members of the ARC, and reviewed and approved by a majority of the Board of Directors. No approval is final without approval by the Board of Directors.

V. Approval of Remodeling.

- 1. The ARC should approve or disapprove plans submitted to it within 60 days of receipt. If the ARC fails to approve plans within 60 days, upon demand the applicant is entitled to Hearing at the next regularly scheduled Board of Directors meeting to discuss the plans.
- 2. Once plans have been approved by the ARC, no material modifications may be made to the approved plans and no subsequent alteration, relocation, or addition may be made without a separate written approval by the ARC.
- VI. Appeal. Any decision of the ARC may be appealed by submission of a written request for review to the Board of Directors, within 30 days of receipt of the decision of the ARC. The Board of Directors must make a final decision by the date of the second regularly scheduled Board of Directors meeting following receipt of the appeal.
- VII. Variances. The ARC may allow reasonable variances or any restrictions specified in the governing documents in order to overcome practical difficulties, and to avoid unnecessary hardships, provided that the following conditions are met:
 - 1. If a variance will necessitate deviation from or modification of a use restriction that would otherwise apply, the ARC must conduct a Hearing on the proposed variance after giving at least a 30 day prior written notice to the Board of Directors and to all owners in the building where the unit is located, and in buildings immediately adjacent to the building in which the unit is located. The owners receiving notice of the proposed variance will have 30 days to submit to the Board of Directors or ARC written comments or objections with respect to the variance. No decision may be

- made with respect to the proposed variance until the 30-day comment period has expired.
- 2. In order to grant a variance, the ARC must make a good faith determination that:
 - a. The variance will not constitute a material deviation from the overall plan and scheme of development within the development or from any restriction contained in the governing documents, and that the proposal allows the objective of the violated requirements to be substantially achieved despite noncompliance; and
 - b. The variance relates to a requirement or restriction that it is unnecessary or burdensome under the circumstances; and
 - c. The variance, if granted, will not result in a material detriment, or create an unreasonable nuisance with respect to any other unit, the common area, residents, guests, or any part of the development.
- VIII. No Waiver Based Upon Prior Approval. Approval by the ARC of any other matter requiring the approval of the ARC may not be deemed to constitute a waiver of the right to withhold approval of the same or a similar matter subsequently submitted for approval.
- IX. No Liability of ARC. Neither the ARC nor any member of the committee who has acted in good faith and who has not been grossly negligent may be liable to the Association, any owner or to any other party for any damage suffered or claimed on account of:
 - 1. The approval or disapproval of any plans, drawings, or specifications; or,
 - 2. The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications.

Appendix B - Balcony Enclosures

- I. Water Damage Warning: Enclosing a balcony and/or pushing out balcony windows can lead to water damage inside a unit because unit above may have an open balcony. Owner assumes responsibility for water damage from an already enclosed balcony and/or pushed-out balcony window(s) or remodeling that incorporate balcony area and/or pushing out balcony windows. The Association is not responsible for water leaks in these areas.
- II. Balcony Space Remodeling: Installing or replacing flooring (tile or stone), enclosing all or part of balcony to add interior space to a unit, or modifying or replacing any part of a balcony window on a previously enclosed balcony

III. Responsibilities:

- 1. Owner is responsible for maintenance, repair, upkeep, and replacement of new balcony windows, balcony enclosures, and other balcony improvements.
- 2. <u>Association</u> is responsible for maintenance of Common Areas. Any Association Common Area maintenance costs related to balcony window(s) removal/replacement, balcony enclosures, and other permitted balcony improvements is the sole and exclusive obligation of owner. This includes Common Area damage that results from balcony window replacement, balcony enclosure, or other balcony improvements, including spalling repairs. Balcony window replacements, balcony enclosures, and other balcony improvements will be maintained in a clean, safe, and attractive manner as determined by the Board of Directors.
- 3. Common Area Damage: If aforementioned Common Area is damaged, Association may:
 - a. Demand that owner promptly repair, replace, or renovate area.
 - b. Seek reimbursement from owner to repair, replace, or renovate area.

If option (a) is chosen and owner fails to take care of the damage, Association is entitled to enter the unit and balcony to perform the tasks. Owner will promptly reimburse Association for all expenses. Owner is responsible for costs of restoration and replacement of the balcony window(s), balcony enclosures, and other balcony improvements as a result of the Association's maintenance obligations of the Common Area.

IV. Balcony Remodeling Criteria:

- 1. Prior to moving forward with any work, owner must submit construction documents and sign Remodel Approval Request Form, Attachment 2: Release of Liability for Balcony Enclosure Remodel.
- 2. All new materials shall conform to the existing glass panels and aluminum frames in La Princesa Tower and shall conform to Coronado City Building Codes.

- 3. The leveling of any balcony floor shall be accomplished by the use fire-retardant treated wood or equivalent. Terrace units are exempt from this rule.
- 4. Stone or tile is approved for balcony flooring. Carpet or linoleum tile are prohibited.
- 5. Prior to covering balcony floor with tile or stone, the area must be inspected for spalling and repaired in advance.
- 6. The use of light weight concrete in conjunction with any element of a balcony enclosure is expressly prohibited. Terrace units are exempt from this rule.
- 7. Balconies shall be enclosed so that the entire balcony is enclosed and so that the glass will be placed not more than or less than 14 inches from the edge of the ledge. Corner units may place glass along the window line to where the windows meet. Terrace units shall place the glass not more than nor less than 4 inches from the outside edge of the balcony ceiling. Units #101 and #110 shall place the glass on the inner edge of the planter wall. (See attachments A-1, A-2, and A-3.)
- 8. The existing balcony railings shall remain in original positions.
- 9. The top edge of any horizontal divider in a new window shall not be higher than 3'-8" from the existing balcony deck and the bottom edge of said horizontal divider shall not be less than 3'-2" from the existing balcony deck. Terrace units shall be exempt from this rule.
- 10. If the existing balcony windows are not to be used to enclose the balcony then the vertical dividers in any new window wall shall be centered so as to line up with the main vertical post in the existing railing.
- 11. Corner units (02, 04, 07 & 09). Vertical corner posts in the new window walls at the corners shall be equidistant from the existing railing corner posts. Corner units now have the option to push out balcony windows to where the lines of the windows meet (see attachment A-2).
- 12. The movable sliding door must be protected by a complete railing with glass panel.

Appendix C - Window Push-out

I. Water Damage Warning: Pushing out windows can lead to water damage inside a unit because the ledge overhang above has no waterproofing roofing material. Owner assumes responsibility for water damage from pushed out windows or remodeling that incorporate pushing out windows. The Association is not responsible for water leaks in these areas.

II. Responsibilities:

- 1. Owners are responsible for maintenance, repair, upkeep, and replacement of new windows.
- 2. <u>Association</u> is responsible for maintenance of Common Areas. Any Association Common Area maintenance costs related to window(s) removal/replacement, and other permitted improvements are the sole and exclusive obligation of owner. This includes Common Area damage that results from window replacement or other balcony improvements, including spalling repairs. Window replacements and other improvements will be maintained in a clean, safe, and attractive manner as determined by the Board.
- 3. Common Area Damage: If aforementioned Common Area is damaged, Association may:
 - a. Demand that owner promptly repair, replace, or renovate area.
 - b. Seek reimbursement from owner to repair, replace, or renovate area.

If option (a) is chosen and owner fails to take care of the damage, Association is entitled to enter the unit to perform the tasks. Owner will promptly reimburse Association for all expenses. Owner is responsible for costs of restoration and replacement of the window(s) other improvements as a result of the Association's maintenance obligations of the Common Area.

- III. Push-out Window Remodeling Criteria: Window walls may be relocated by an owner onto the common area building ledges appurtenant consistent with the following mandatory requirements:
 - 1. Only corner units (stacks: '02; '04; '07; '09) are eligible.
 - 2. Relocated window walls must go no further than the existing columns of the building; or no further than 17 inches from the original window wall. Windows must meet or exceed current Association and IBC codes for fenestration and must be permitted and pass inspection consistent with the requirements established by the City of Coronado.
 - 3. Prior to installation, at the owner's sole expense, a certified inspection service shall perform testing, either by x-ray or ground penetrating radar, to locate imbedded reinforcement (i.e. rebar; post tension cables) in the slab and mark said locations to prevent damage to same when the window frames are installed. Should any damage occur to the rebar or cables during construction, it shall be the responsibility of the owner to repair same.

- 4. Owner must pay to the Association the fee of \$1,000.00 per window wall moved, payable upon approval. Owner must agree to indemnify and hold harmless the Association in a separate and recorded document for any responsibility whatsoever arising out of or relating to the area gained by the extension of the window wall. This document must be fully executed by the owner and the Association prior to the start of any work.
- 5. In addition to the above, the owner must comply with all other governing document requirements concerning a unit's improvements, including but not limited to the need to submit an architectural application and obtain the Association's written approval prior to the start of any construction.
- 6. Full-height (floor to ceiling) windows are permitted, subject to the last sentence of the City of Coronado Rules and Regulations, "Such windows except those behind balcony railings must be fixed so they cannot be opened. It is understood that the City policy currently limits any full-height window to installations behind an existing balcony railing. While the Association may approve plans for full-height windows that are not behind an existing balcony railing, such approval will be conditional on the City granting a permit for such windows. The owner must submit as part of the application to the Association for approval of full-height windows a certification by an engineer or architect licensed in the State of California that the windows are safe against reasonable risks of breaking by internal or external action."
- 7. For full-height (floor to ceiling) windows that are not fixed (i.e., openable), a balcony railing system must be installed. The balcony railing must match exactly the existing balcony railing system
- 8. Width of pushed-out windows must match the window pattern existing in the corresponding stack of the building.

Appendix D - Sound Insulating Underlayment - Hard Surface Flooring

I. Introduction.

- 1. All unit interior floors must be covered by a surface flooring material and sound insulating underlayment ("Flooring System"). Any hard surface flooring material (stone, wood, cork, bamboo, porcelain or ceramic tile, etc.) may be used provided such installation complies with the sound insulation requirements contained in this section. Carpet-over-approved-pad or cushion-backed floor vinyl are not required to be installed over a flooring system. A bare or stained and sealed slab floor and similar finishes are not permitted.
- 2. The Flooring System and installation methods selected will have an impact on what other residents hear as people walk, move or drop items within a unit. An adjacent resident has the right to require that a remodeled/replaced floor be tested for sound insulation with the expenses of the tests and any required replacement being paid by the remodeling owner if the floor does not meet the required Field Impact Insulation Class (FIIC) rating shown in section II.1.b.(1) below. If the floor meets the required rating, the complainant shall pay the costs of testing.

II. Submission of Sound Insulation Design.

- 1. No Flooring System construction shall commence until the information required by this Appendix is submitted to and approved by the Board of Directors as required. In the event that construction commences prior to approval, such Flooring System materials may, at the option of the Board of Directors, be removed at owner's expense.
 - a. <u>Construction Drawing</u>. The owner shall provide a construction or architectural drawing clearly indicating the type of Flooring System to be used as well as the method by which it will be installed, including a copy of installation instructions from the underlayment manufacturer. The drawing must clearly identify all materials, their composition and thickness. Additionally, the owner shall submit a "plan view" drawing showing the location of all adjacent partitions, cabinets, etc., with referenced section details indicating the method of isolating the Flooring System along its entire perimeter.
 - b. <u>Test Standards</u>. All new and replacement Flooring Systems shall meet the standards contained in this section:
 - (1) Standards at Installation. An owner's selected Flooring System must meet a minimum FIIC rating of 50 as limited to the unit's original floor plan. Installation shall be made according to the submitted manufacturer's recommendations; such recommendations should include provisions to prevent lateral sound transmissions between flooring and walls, cabinetry, or other fixed surfaces. Terrace level units are not required to add sound insulating underlayment as part of their flooring systems, but conditions to prevent lateral sound transmissions to adjacent units must be met as in other units. Installation is subject to inspection by Association personnel and appropriate authorities. Reasonable evidence must be presented at the time of application for installation that the Flooring System will meet these standards. Reasonable evidence may

include: (a) a Flooring System included on the list of Flooring Systems believed by the Board of Directors to meet FIIC standards if properly installed (the "Association List"), (b) a certified onsite test performed in owner's unit, or (c) a published certified test made in a building substantially similar to La Princesa over an 8" or less concrete floor with an exposed slab ceiling below. All tests to meet these standards shall conform to and be consistent with standards of the National Voluntary Accreditation Program (NVLAP) for ASTM E1007 or equivalent.

(2) Exceptions. Flooring Systems previously approved and properly installed prior to the establishment of the standard shown in section II.1.b.(1) shall not be required to meet test standards until replaced, and no owner shall be required to remove such Flooring System.

III. Approval of Flooring, Underlayment and Installation Design.

- 1. <u>Approval by La Princesa Board of Directors.</u> If a proposed Flooring System has not been previously approved but reasonably appears to meet FIIC standards, either the owner or the general manager may submit the Flooring System design and evidence of compliance to the Board of Directors, and the Board of Directors will make a final adjudication to approve or disapprove the design. The Board's decision is final.
- 2. Owner's Responsibility for Sound Insulation. Although the Board approves installation of a Flooring System, the owner is solely responsible and accountable for the continuing performance of the installed Flooring System pursuant to Section IV below. Acoustical performance and continuing structural integrity of a Flooring System depend upon the components of the Flooring System, the quality of the materials and the effectiveness of the installation.

IV. Noise Impact Complaints and Required Testing.

- 1. If an adjacent owner files a written complaint with the Board of Directors alleging that a Flooring System does not meet the required noise insulation standards, and after investigation by the general manager, the Board of Directors determines that the complaint is bona fide and cannot be resolved between the parties, then the owner and the Complainant shall each deposit with the Association the full cost of an onsite test(s). The Board of Directors then shall arrange for FIIC test(s) to be performed at the owner's expense by a testing agency accredited through the National Voluntary Accreditation Program (NVLAP) in accordance with ASTM E1007.
- 2. If the test(s) fail(s) to meet the FIIC ratings shown in section II.1.b.(1), then the owner will be required to modify or remove the Flooring System. The total cost of the test(s) and change(s) to the Flooring System shall be the responsibility of the owner. After modifying the Flooring System to achieve compliance, the owner shall deposit with the Association the full cost of the FIIC retest(s) per ASTM E1007.
- 3. If the initial test meets the FIIC standards as described in section II.1.b.(1), the cost of the test shall be borne by the Complainant, and no modification will be required. If the owner of the floor fails or refuses to submit the Flooring System to this testing and/or fails to resolve the sound attenuation problem, enforcement of this Section IV will be the responsibility of the Board of Directors. The Board of Directors can require that the

Flooring System be removed or modified to meet the FIIC standard, with the owner paying all costs of compliance, including legal expenses.

V. Association List.

The following underlayment materials and associated systems are believed by the Board of Directors to meet FIIC standards if properly installed over an 8" or less concrete floor with an exposed slab ceiling below. This list in no manner warrants or guarantees such systems will meet FIIC standards when installed at La Princesa and also in no manner waives sections II, III, or IV above. The list is provided for the information of owners of possible starting points when considering floor systems.

- Cork: Generally a minimum of ½ inch in thickness.
- Cera-Zorb: Generally a minimum of 3/16 inch in thickness.
- Super SAM Sound Abatement Membrane System (sound absorbing mat).

Appendix E - Guide Specification for Replacement of Fixed Floor-to-Ceiling Windows

PART 1. GENERAL

1.01 Work Included

A. Aluminum Windows:

1. Furnish and install aluminum-framed storefront windows complete, as required for a complete turnkey window replacement. Window sizes shall be identical to those windows that are being replaced. Entire storefront system including finish shall be from a single manufacturer.

B. Glass and Glazing

Glass shall comply with all applicable federal, state and local codes and ordinances.

C. Floor to ceiling fixed / low bar windows.

1. Installation of floor to ceiling windows (full height, no-bar) is permitted under the following conditions:

Windows must conform to existing fenestration standards in place by the Association, the International Building Code and the City of Coronado regarding appearance of aluminum frames and glazing; and rated performances of air infiltration; water resistance; and structural loads.

Appearances of aluminum frames and glazing will comply with the appearance of existing windows in the building as closely as possible.

Windows will be installed in accordance with regulations established by the City of Coronado.

1.02 System Requirements

A. Standards:

System shall comply with the applicable provisions of AAMA Storefront and Entrance Manual for Design, Materials, Fabrication and Installation of component Parts.

B. Test Specimen Requirements:

Air, Water, and Structural test specimen sizes and configurations are to be in accordance with the following minimum requirements of ASTM and AAMA.

C. Test Procedure and Performance:

1. Air Infiltration Test:

Limit air leakage through assembly to 0.06 CFM/min/sq. ft. of wall area at 6.24 PSF (300 Pa) as measured in accordance with ASTM E 283

2. Water Resistance Test:

No water leakage when testing in accordance with ASTM E 331 at a static test pressure of 8 PSF (384 Pa).

3. Structural Load:

Limit mullion windload deflection to L/175 with full recovery of glazing materials, when measured in accordance with ASTM E330

System shall not deflect more than 1/8" at the center point, or 1/16" at the center point of horizontal member, once deadload points have been established.

System shall accommodate expansion and contraction movement due to surface temperature differential of 180 degrees F.

Seismic testing shall conform to AAMA recommended static test method of evaluating performance of curtain wall systems due to horizontal displacements associated with seismic movements and building sway.

1.03 References:

AA Aluminum Association

AAMA American Architectural Manufacturers Association

ASTM American Society for Testing and Materials

PART 2. PRODUCTS:

2.01 Material

A. Aluminum:

Framing members, transition members, mullions, adaptors, and mounting components shall be extruded 6063-T5 aluminum alloy.

B. Hardware:

- Screws, fastening devices, and internal components shall be aluminum, stainless steel, or zinc plated steel in accordance with ASTM.A-164. Perimeter anchors shall be aluminum or steel, providing the steel is properly isolated from aluminum.
- 2. Glazing gaskets shall be compression-type design, replaceable, molded or extruded santoprene, polyvinyl chloride (PVC), or ethylene propylene diene monomer (EPDM).

- 3. Glazing gaskets shall be of the type that locks securely into the glazing reglet to prevent glazing gaskets from disengaging.
- 4. All factory and field glazed material shall be in accordance with the manufacturers published glazing instructions.

2.02 Fabrication

A. General:

- 1. Continuous sub-sill shall be provided under sill members to collect water infiltration and divert from the interior of the system.
- 2. Framing members shall be internally reinforced and secured at head and sill as necessary for structural performance requirements and for hardware attachment.
- 3. Fasteners shall be so located as to insure concealment from view in the final assembly.

B. Finish:

Finish all exposed areas of aluminum and components with an Architectural Class I or Class II anodic coating conforming to AA-M12C22A31/AA-M12C22A41. Finish to be clear.

PART 3. EXECUTION:

Installation shall be in accordance with the manufacturer's installation instructions.

Appendix F - Guide Specification for Replacement of Operable and Fixed Window in Stacked Combination

PART 1. GENERAL

1.01 Work Included

A. Aluminum windows:

1. Furnish and install aluminum horizontal sliding, vertical sliding, and/or fixed windows, in stacked combination, complete with hardware and other related components as required for a complete turnkey window replacement. Window sizes shall be identical to those windows that are being replaced.

B. Manufacturer:

All aluminum windows are to be supplied by a single manufacturer and must have an ANSI/AAMA 101-I.S.2-97 label permanently attached.

C. Glass and Glazing

Glass shall comply with all applicable federal, state and local codes and ordinances.

D. Floor to ceiling fixed / low bar windows.

1. Installation of floor to ceiling windows (full height, no-bar) is permitted under the following conditions:

Windows must conform to existing fenestration standards in place by the Association, the International Building Code and the City of Coronado as regards appearance of aluminum frames and glazing; and rated performances of air infiltration; water resistance; and structural loads.

Appearances of aluminum frames and glazing will comply with the appearance of existing windows in the building as closely as possible.

Windows will be installed in accordance with regulations established by the City of Coronado.

1.02 System Requirements

A. Standards:

All aluminum windows are to conform to the criteria of ANSI/AAMA 101-I.S.2-97 and each window type must have been tested in accordance with and conform to the minimum standards of a C45 rating.

B. Test Specimen Requirements:

Air, Water, and Structural test specimen sizes and configurations are to be in accordance with the minimum requirements of ANSI/AAMA 101-I.S.2-97 for the type of aluminum window installed.

C. Test Procedure and Performance:

1. Air Infiltration Test:

Complete testing in accordance with ASTM E 283, at a static pressure of 1.57 lb. pfs. Resultant air infiltration shall not exceed .32 cfm/ft.

2. Water Resistance Test:

Complete testing in accordance with ASTM E 331 and ASTM E 547, at a static pressure difference of 3.00 psf (C20) 6.75 psf (C45) There shall be no uncontrolled water leakage.

3. Uniform Structural Load:

Complete testing in accordance with ASTM E 330 and ASTM E 547, at a static pressure of 30 psf positive load and 30 psf negative load (C20) 67.5 psf positive load and 67.5 psf negative load (HC45).

At the conclusion of the test there shall be no glass breakage, permanent damage to the fasteners, hardware parts or actuating mechanisms, nor any other damage that would render the operating portions of the window inoperable.

4. Operating Force:

The sash panel operating force shall not exceed 10 Lbs.

5. Deglazing:

Conduct test in accordance with ASTM E 987. The stiles shall not deglaze to a maximum pressure of 70 psf. The rails shall not deglaze to a maximum pressure of 50 psf.

6. Structural Requirements:

The maximum allowable deflection shall not exceed L/175 at the required design pressure

1.03 References:

AA Aluminum Association

AAMA American Architectural Manufacturers Association

ANSI American National Standards Institute
NFRC National Fenestration Ratings Council

PART 2. PRODUCTS:

2.01 Material

A. Aluminum:

All aluminum frame sections shall be extruded 6063-T6 aluminum alloy.

B. Hardware

1. Sash Latch:

The sash lock is to be a specially designed, spring loaded, injection molded plastic sash latch, with an integral custodial lock mechanism. The sash latch strike plate is to be stainless steel and specifically designed to receive the latch bolt.

2. Rollers:

The operating sash rollers are to consist of 1 1/8" adjustable stainless steel wheels with stainless steel housing and nylon tires.

3. Screens:

All screen frames are to be extruded aluminum with a clear anodized 1" frame. Screen mesh is to be gray 18x16 fiberglass material. Screen mesh is to be held in place by a removable vinyl spline to facilitate field replacement of the mesh.

4. Weather Stripping and Glazing Gaskets:

All glazing gaskets are to be marine type vinyl, specifically designed for a tight seal between glass and sash extrusion.

All weather stripping is to be double polypropylene pile with a minimum pile height of .170".

All thermal separators are to Polyvinylchloride (PVC)

5. Glass and Glazing

All glass and glazing materials are to be factory or field glazed in strict accordance with the manufacturers published glazing instructions.

2.02 Fabrication

A. General:

- 1. Frame head, jamb, and sash panel horizontal extrusions shall have a nominal minimum wall thickness of .062". Master frame sill and sash panel vertical extrusions shall have nominal minimum wall thickness of .062".
- 2. Frame and operating sash components shall be accurately coped and mechanically fastened. All joints shall be hairline.
- 3. There shall be a continuous interlock at all vertical sash meeting rails.

B. Finish:

Finish all exposed aluminum with a Class I or Class II anodic coating conforming to AA-M12C22A31/AA-M12C22A41. Finish to be clear.

Part 3. Execution:

Erect the aluminum windows and components square and true, in strict accordance with the manufacturers published installation instructions. Provide adequate anchoring to maintain position and integrity of the windows when subjected to normal building movement and the specified wind load

Appendix G - Guide Specification for Sliding Glass Door Replacement

PART 1. GENERAL

1.01 Work Included

A. Aluminum windows:

 Furnish and install aluminum sliding glass doors complete with hardware and other related component as required for a complete turnkey sliding glass door replacement.

B. Manufacturer:

All aluminum sliding glass doors must have an ANSI/AAMA 101-I.S.2-97 label permanently attached.

Manufacturer shall have been regularly engaged in the fabrication of sliding glass doors, of the type required, for a period of time acceptable to the Association.

C. Glass Glazing

Glass shall comply with all applicable federal, state, and local codes and ordinances.

D. Floor to ceiling fixed / low bar windows.

1. Installation of floor to ceiling windows (full height, no-bar) is permitted under the following conditions:

Windows must conform to existing fenestration standards in place by the Association, the International Building Code and the City of Coronado as regards appearance of aluminum frames and glazing; and rated performances of air infiltration; water resistance; and structural loads.

Appearances of aluminum frames and glazing will comply with the appearance of existing windows in the building as closely as possible.

Windows will be installed in accordance with regulations established by the City of Coronado.

1.02 System Requirements:

A. Standards:

All aluminum sliding glass doors are to conform to the criteria of ANSI/AAMA 101-I.S.2-97 and each must have been tested in accordance with and conform to the minimum standards of a SGD-HC50 or SGD-HC65 rating.

B. Test Specimen Requirements:

Air, Water, and Structural test specimen sizes and configurations are to be in accordance with the minimum requirements of ANSI/AAMA 101-I.S.2-97 for the type of aluminum sliding glass door and performance rating required.

C. Test Procedure and Performance:

1. Air Infiltration Test:

Complete testing in accordance with ASTM E 283, at a static pressure of 6.24 pfs. Resultant air infiltration shall not exceed .35 cfm/ft.

2. Water Resistance Test:

Complete testing in accordance with ASTM E 331 and ASTM E 547, at a static pressure difference of 6.00 psf (SGD-HC50) 10.00 psf (SGD-HC65). There shall be no uncontrolled water leakage.

3. Uniform Structural Load:

Complete testing in accordance with ASTM E 330 at a static pressure of 75.00 psf positive load and 75.00 psf negative load for SGD-HC50 and 97.50 psf positive load and 97.50 psf negative load for SGD-HC65.

At the conclusion of the test there shall be no glass breakage, permanent damage to the fasteners, hardware parts or actuating mechanisms, nor any other damage that would render the operating portions of the sliding glass door inoperable.

4. Deglazing:

Conduct test in accordance with ASTM E 987. The stiles shall not deglaze to a maximum pressure of 70 psf. The rails shall not deglaze to a maximum pressure of 50 psf.

5. Operating Force:

The operating sash panel Breakaway Force shall not exceed 18 Lbs.

The operating sash panel Motion Force shall not exceed 7 Lbs.

6. Air Leakage:

Testing shall be conducted in accordance with the National Fenestration Council, Inc. NFRC 400 procedure.

The maximum Air Leakage value for the sliding glass door shall not exceed 4.

7. Structural Requirements:

The maximum allowable deflection shall not exceed L/175 at the required design pressure.

1.03 References:

AA Aluminum Association
AAMA American Architectural Manufacturers Association
ANSI American National Standards Institute
NFRC National Fenestration Ratings Council

PART 2. PRODUCTS:

2.01 Material

A. Aluminum:

All aluminum frame sections shall be extruded 6063-T6 aluminum alloy.

B. Hardware:

1. Locking Mechanism:

The operating sash lock is to consist of a heavy duty stainless steel hookbolt. When locked, the hookbolt is to engage a steel reinforced lock slot on the lock jamb.

2. Rollers:

The operating sash rollers are to be adjustable stainless steel, tandem carriage.

3. Roller Track:

The roller track is to be 24-gauge stainless steel, designed to seat securely in the sill.

4. Screens:

All screen frames are to be extruded aluminum with a clear anodized 1" frame.

Screen mesh is to be gray 18x16 fiberglass material.

Screen mesh is to be held in place by a removable vinyl spline to facilitate field replacement of the mesh.

Screen corner keys are to be of extruded aluminum specially designed to maintain screen corner integrity without the use of mechanical fasteners and eliminate electrolytic reaction.

5. Weather stripping and Glazing Gaskets:

All glazing gaskets are to be marine type vinyl, specifically designed for a tight seal between glass and sash extrusion.

Pile weather-stripping is to be a minimum of .170" tall with a center polypropylene fin.

All thermal separators are to be Polyvinylchloride (PVC)

6. Glass and Glazing

All glass and glazing materials are to be factory glazed or field glazed in strict accordance with the manufacturers published glazing instructions.

2.02 Fabrication

A. General:

- 1. Frame head, jamb, and sash panel horizontal extrusions shall have a nominal minimum wall thickness of .094". Master frame sill and sash panel vertical extrusions shall have nominal minimum wall thickness of .094".
- 2. Frame and operating sash components shall be accurately coped and mechanically fastened. All joints shall be hairline.

B. Finish:

Finish all exposed aluminum with a Class I or Class II anodic coating conforming to AA-M12C22A31/AA-M12C22A41. Finish to be clear.

Part 3. Execution:

Erect the aluminum sliding glass door and components square and true, in strict accordance with the manufacturers published installation instructions. Provide adequate anchoring to maintain position and integrity of the sliding glass doors when subjected to normal building movement and the specified wind load.



Contractor(s) Remodeling Rules and Information Sheets (Sub-Contractors, Work Persons, Trade Persons, and Others Involved in Remodel)

- 1. <u>Residential Building:</u> You are doing work in a residential building where residents live and have a right to the quiet enjoyment of their home. It is important to be respectful of this and keep remodeling noises to a minimum while also completing the project in an efficient and timely manner.
- 2. Work Hours: Working hours: 8:00 p.m. to 4:00 p.m. with cleanup extending to 4:30 p.m., Monday through Friday. No work is allowed on weekends, federal government holidays, on the Friday following a federal government holiday falling on a Thursday, or as restricted by City Ordinance (\$100 per day fine for working before/after working hours).
- 3. <u>Unit Access Notification:</u> Door Person must be notified <u>in writing in advance</u> of arrival of the names of all people who will need access to the unit before they are allowed to enter. Notification must be signed by either owner or contractor(s).
- 4. <u>Lobby Entrance</u>: No work person is allowed through the Front Lobby Entrance except to obtain a key to a unit and must sign out a key [as approved in writing by the owner or contractor(s)]. All other persons performing work or delivering materials/supplies must enter through the lower garage door.
- 5. <u>Elevator (#1)</u>: Elevator #1 is the only elevator that shall be used by contractor(s) for any purpose. Association staff will install/remove pads and floor mats daily when there is a remodel underway in the building. If these are not in place, ask the Door Person to have them installed to avoid a possible damage fee. There is a standing fine of \$50 per instance for using Elevator #2).
 - a. Loading and unloading must be done expeditiously, without interruption or delay within ten (10) minutes.
 - b. Use the elevator efficiently, so that number of trips is minimized.
 - c. <u>Do not hold elevator or force door open</u>. After loading and unloading, elevator must be released immediately so components are not damaged thus shutting the elevator down. Contractor(s) will be billed for elevator repair charges. Large item deliveries require 24-hour advance notice to the general manager so Elevator #1 can be dedicated to the job.
- 6. Elevator Hours: For moving materials Monday through Friday (except holidays):
 - a. Move out demolished materials between 8:00 a.m. and 4:00 p.m. for first 2 to 5 days of construction (depending on Full or Partial Remodel).
 - b. Move in construction materials like wallboards, flooring (tile, stone, wood, laminate, vinyl, and underlayment), cement, plumbing, electrical material, windows, and tools between 7:30 a.m. and 10:00 a.m.
 - c. Move in pre-cut carpeting between 8:00 a.m. and 4:00 p.m.
 - d. Move in and out cabinetry, furniture, window coverings, and appliances between 8:00 a.m. and 4:00 p.m.
 - e. Move out tools at end of day between 4:00 p.m. to 4:30 p.m.

- 7. <u>Minimizing Noise:</u> Contractor(s) will not create noise from 4:30 p.m. to 9 a.m. on any day. Exceptionally noisy tools and work days shall be identified and outlined on the construction schedule so that surrounding owners may be notified in advance. No jackhammers are allowed. Any noise complaints on remodels that did not provide notice may cause the remodel to be shut down for a day. Continued noise without notice may result in a fine.
- 8. <u>Loading and Unloading</u>: Load and unload vehicles in the lower garage. Immediately after loading or unloading, move the vehicle to outside parking. Maximum garage clearance is six feet eleven inches (6'-11")
- 9. <u>Garage Work Location:</u> See the Door Person for the lower garage work location to cut carpet or tile. Ensure your work area is properly cleaned immediately after completion of your work to prevent tracking debris throughout the building.
- 10. Construction Material Storage: Common Areas cannot be used for storage.
- 11. <u>Tools, Supplies and Equipment:</u> The building will not provide tools, supplies, equipment (i.e., wrenches, carts, vacuums, power, etc.), or any work area other than designated space in the lower garage for cutting carpet or tile.
- 12. <u>Licensed Electrician</u>: All contractor(s) must use a <u>licensed electrician</u> to perform electrical work in La Princesa Tower. All electrical repairs must install CAT 6 communications cabling from the telephone closet located in the hallway. All power runs must be installed properly and insulated to prevent service interruptions.
- 13. <u>Licensed Plumber:</u> All contractor(s) must use a <u>Licensed Plumber</u> to perform plumbing work. All plumbing repairs must have metal flexible lines (both hot and cold) coming from angle stop to fixtures. There will be <u>no plastic or braided lines</u>. No additional valves will be installed in/behind common area walls without the express approval of general manager and building engineer.
- 14. <u>Hallway Floor and Unit Door Protection:</u> Ramboard and heavy plastic must be placed on the floor from the elevator to the door of the unit being remodeled and from wall-to-wall. Plastic and Ramboard must be laid down and taped beginning at 8 a.m. and shall be removed before leaving the building at end of day and no later than 4:30 p.m. Below are photos of requirements.





- 15. <u>Water Shutoff Notification:</u> The building engineer needs a forty-eight (48) hour notice for all water shut downs. For water shut downs, the first two will be free. Thereafter, there is a charge of \$25.00 per shut down. Owner and contractor(s) must sign the Remodel Approval Request Form, Attachment 1: Plumbing Requirements for Remodels (see page 38) prior to any work commencing.
- 16. <u>Inspections</u>: To ensure compliance with this document, the general manager and the building engineer have the right to inspect the unit daily. Here is a list of some inspection items:
 - a. <u>General</u>: The general manager and the building engineer shall enter the unit as needed to check on remodeling progress.
 - b. <u>Cast iron pipe</u>: After demolition when walls are open, the building engineer shall inspect all exposed cast iron pipes.
 - c. Plumbing: Prior to closing walls, the building engineer shall inspect all plumbing.
 - d. HVAC installation: The building engineer shall inspect all connections.
 - e. <u>Smoke Detectors:</u> The building engineer shall inspect to confirm connection to system.
 - f. Electrical: The building engineer shall inspect for correct installation and insulation.
 - g. <u>Floor Underlayment</u>: Inspection of underlayment must be scheduled with the general manager *prior to laying the flooring*. If the inspection is not scheduled prior to laying flooring, the contractor shall be required to remove the flooring and begin again.
 - h. <u>Window Placement/Replacement:</u> The building engineer shall confirm proper install with weeps and caulking.
 - i. <u>Final</u>: The general manager and building engineer shall conduct a final inspection to ensure all remodeling plans are executed as specified.
- 17. Smoke Detectors/Sprinkler Heads: Smoke detectors must be protected at all times. Before starting the remodel, COVER smoke detectors tightly so dust, dirt, heat, or steam does not activate them. Warning: Do not leave the unit without smoke detectors activated. Do not DISCONNECT without consulting the building engineer and the general manager because smoke detectors are tied into the building fire control system. Sprinkler heads must not be painted or disturbed in any way. A standing fine of \$500 per sprinkler head will be levied for doing so. Any work to be done on fire/life safety components requires 24-hour notice to the general manager who will notify the building engineer for access to the fire panel control room. No access will be granted without prior notice.
- 18. Exhaust Ducts & HVAC Openings: All exhaust ducts and HVAC openings shall be covered. The upper and lower seams of all party walls shall be caulked and/or sealed before new drywall is installed on remodeled side.
- 19. <u>Flooring Underlayment:</u> Installation of hard surface flooring must result in a minimum FIIC rating of 50 as certified by an independent testing laboratory (see Appendix D, Sound Insulating Underlayment Hard Surface Flooring).
- 20. <u>Flooring Demolition:</u> **NO** power equipment such as a jack hammer, electric chisel, or similar tool, may be used for removal of hard surface flooring or for preparation of the floor before installing flooring.
- 21. <u>Cable Television Lines:</u> Relocating or detouring existing vertical cable television lines in the unit or common area must be placed in rigid conduit or EMT with sweeping bends to allow renewal of cable in the future. The contractor shall obtain approval of the building engineer in advance of any such relocation or detouring.
- 22. <u>Structural Alterations:</u> Channeling, coring, detouring, or cutting of concrete floors, concrete ceilings, concrete columns, or concrete sheer walls is not permitted. Structural concrete walls cannot be removed or tampered with.

- 23. <u>Minimize Odors:</u> When sanding, staining, painting, hot mopping, etc., make sure all vents and front door are taped off and windows opened to minimize dust and odors from entering other units.
- 24. <u>Lacquer Spraying:</u> Lacquer spraying is not permitted anywhere in the building or anywhere on the Coronado Shores complex.
- 25. <u>Debris Removal:</u> It is <u>not</u> permitted to place debris in building trash dumpsters or building trash chutes. Debris must be bagged while within the unit being remodeled, removed from the building using the lower garage level, and disposed of offsite. Additionally, the Disposal/Dumpster Company will NOT pick up any dumpster with construction debris in it. A standing \$500 fine will be levied for each instance of a respective contractor(s) placing construction debris in the building's trash chutes and/or dumpsters.
- 26. <u>Dumping Debris in Drains or Toilets:</u> Do not pour anything (other than clear water) down the kitchen, bathroom(s), and wet bar drains or toilets in a unit or the building. This includes paint or chemicals. A standing \$1,000 fine will be levied for each instance of a respective contractor(s) placing construction debris in drains or toilets. Additionally, the owner is liable for the cost of clearing drains or toilets clogged by debris as well as remedying any back-up that occurs in any other unit due to such action by the contractor.
- 27. <u>Building Carts:</u> It is <u>not</u> permitted to use grocery or luggage carts to carry construction materials to a unit or construction debris from a unit.
- 28. <u>Items Shipped to Building:</u> The contractor(s) shall not ship items to the building unless the contractor(s) is available for *immediate* receipt and removal of items from the lobby, garage, driveways, and property surrounding the garage entrance. Association staff cannot sign for or accept remodeling materials or supplies. If staff allows delivery and items are not picked up immediately by contractor(s), a daily storage fee will be charged of \$100 per calendar day. Items may be discarded if not picked up within 24 hours after oral or written notice is given to the contractor(s) or any employee/agent. Staff is not liable for items delivered to building that get damaged, discarded, lost, or otherwise.
- 29. <u>Clean Up Fee:</u> Clean up any mess made in a Common Area immediately to avoid tracking debris throughout building. There is a \$50.00 per hour (minimum one hour) cleaning fee for a Housekeeper to clean up after you.
- 30. <u>No Smoking</u>: There shall be No Smoking anywhere inside the La Princesa Tower, on the Terrace, or within 20 feet of any exterior wall.
- 31. <u>Language/Radios/Music Players:</u> There shall be no profane language used, in any language, while within La Princesa. Radios/Music Players shall be of a moderate, not loud, volume.
- 32. Remodel Timeline: Your timeline has been pre-approved. Check the Timeline Schedule.
- 33. Standard Remodeling Completion Times (from formal start date):
 - a. Demolition for flooring or windows: 2 days.
 - b. Flooring installation: 7 days.
 - c. Window Installation: 5 days.
 - d. Demolition for minor (Partial) remodel: 2 days.
 - e. Demolition for major (Full) remodels: 5 days.
 - f. Minor (Partial) remodel: 1 to 3 months.
 - g. Major (Full) remodel: 4 to 6 months.



Verification/Acknowledgement Form

By signing below, I acknowledge that I have read, understand, and agree to comply with and be bound by the La Princesa Remodeling Rules and Regulations for owner unit alterations, modifications, and repairs (pages 1 through 35 herein). Owner agrees to indemnify and hold harmless the Association (including the Board of Directors, general manager, building engineer, and all Association employees) for any loss, cost or other consequences of damage resulting from the remodel; payment of any fee, deposit, standing fine, or other sum; approval of the remodel; any provision in Remodeling Rules and Regulations or implementation thereof; any actions taken or not taken by or on behalf of Association in connection with the remodel; or for any liability caused by remodeling including damage to Common Area including, but not limited to, a discharge of any material or substance such as a hazardous material, in violation of California or federal law.

Proposed Start Date: End	Date:
Signature of Homeowner	Date
Signature of Homeowiter	Dute
Signature of Contractor(s)	Date
RECEIPT OF A COPY OF THE FOREGOING SIG CONTRACTOR IS ACKNOWLEDGED. THIS AC	
APPROVAL OF ANY APPLICATION UNDER TH REGULATIONS FOR OWNER UNIT MODIFICAT	E FOREGOING REMODELING RULES AND
Signature of General Manager	Date



Remodel Approval Request Form *

Owner's Name:		
Unit Number:		
Owner's Address (If different than unit number):		
City:	State:	Zip:
Local Phone Number:	_ Cell Phone N	umber:
Remodel Description: Give details of proj Partial Remodel, state "Partial Remodel" Kitchen Remodel, Bathroom(s) Remodel, E Install New Windows, Install New Flooring	. Include elemer Enclose Balcony,	nts of the proposed Remodel, e.g., Install New Windows, Push-out and
Requested Project Start Date (a Project Pre-Rem	nodel Conference must	occur prior to start):
Project Completion Date (project duration must n	ot exceed 180 days): _	
Attach Plans: Provide a set of Architectur Drawings which meet the City of Corona elevations, plumbing, wiring, hard surface Construction Schedule, and Timeline Sched	do's Building De flooring system	epartment requirements (i.e. layout
Attach Document: The owner and contract and Regulations for Remodeling.	tor(s) sign and ir	nitial all pages of La Princesa Rules
Contractor(s):	Phone 1	Number:
Contractor(s)'s License Number:		
Electrician's License Number:		
Plumbing's License Number:	\$45.55 (1945 <u></u>	
Owner's Signature:		Date:

^{*} A Remodel Approval Request will not be considered and/or processed if the owner is in arrears on assessments.



Attachment 1 – Plumbing Requirements

PLUMBING REQUIREMENTS FOR REMODELS AND RELEASE OF PLUMBING LIABILITY FOR REDIRECTING WATER SUPPLY LINES

l/we	owner(s) of record of Unit #
Remodels and Partial Remodels encountered to install water stangle stops for the supply line to the water and Remodels involving Kitchens and the kitchen sink(s) and bathroom sink(s) and	Coronado, California 92118, understand that Ful ompassing kitchens, laundry areas, wet bars, and shut-off valves on building supply lines and new ¼ turn vater appliance. Additionally, all Full Remodels, and lor Bathroom (s), shall have installed after the trap of and before the line penetrates the wall, a waste line ball of the unit's drain lines from the building waste main.
to protect the unit should a significant bac	K-up occur in the building's waste mains.
future, from any water line or angle conn been added, modified, redirected, or mo	ne any liability for leakage, now or at any time in the ections, or waste line and/or shut-off valve(s) that have ved at the direction of the owner or contractor(s) for noving building water supply lines creating new angle and not Association.
(Owner Signature)	(Date)
(Contractor(s) Signature)	(Date)
(General Manager Signature)	(Date)



Attachment 2 - Balcony Remodel

RELEASE OF LIABILITY FOR BALCONY ENCLOSURE REMODEL

I/We		at it was never the inter	nt of the Association to
I/We also understand that eand under the balcony surface from exterior water	ace areas would not incl		The state of the s
I/We agree that the Associ the balcony enclosure or pu			e that may occur from
(Owner Signatu	re)	(Date)	_
(Contractor(s) S	ignature)	(Date)	-
(General Manag	ger Signature)	(Date)	_



Attachment 3 - CAT 6 Wiring

CAT 6 WIRING REQUIREMENTS FOR REMODELS

I/We		owner(s) of record of Unit #	
Remodels must install hallway servicing the tool or 5). Units may have	CAT 6 wiring from the unit being remodeled which between 1 and 3 cable ruble replaced with CAT 6 countries.	lo, California 92118, understand telephone closet located in the character than the character of the charact	common area g (CAT 3, 4, which all runs
(Owner Si	ynature)	(Date)	_
(Contracto	r(s) Signature)	(Date)	-

(Date)

(General Manager Signature)



Notice of Completion of Remodeling Form

Return to:

Coronado Shores Condominium Association c/o General Manager 1750 Avenida del Mundo Coronado, CA. 92118 Subject: Completion of Remodeling of Unit No.:_____ NOTICE IS HEREBY GIVEN that: The Remodel of the subject unit was **COMPLETED ON** day of , 20 in accordance with the Board of Directors'/Architectural Review Committee's written approval of the above owner's submitted plans and/or application package. A copy of the City of Coronado's Construction Permit containing Final Inspection Sign-off is attached. The unit is ready for final viewing by the Association or its agent to confirm that the nature and scope of construction is consistent with what was originally approved by the Association as well as consistent with the governing documents. Signature of Owner: Contact Phone Number:_____