

## ARCHITECTURAL RESTRICTIONS

For additional topics not covered below, please refer to your CAC Guidelines. Copies may be obtained from the Community Offices.

Alterations or Additions: As stated in Centre Court CC&Rs nothing shall be done in any unit in, on or to the common areas that will impair the structural integrity of the project or which would structurally alter the project nor shall any development be made of the air space or crawlspace above any unit or the common area without prior approval of the Board of Directors at a regularly scheduled board meeting or a special meeting of the Board of Directors for the project association. This includes any alteration, replacement or addition to the roof, perimeter walls, windows or exterior doors. **Nothing may be installed or attached to the roof without prior approval of the Centre Court Board of Directors.**

Air Conditioners: Window and roof models are not permitted. At-grade models that do not impact on neighbors will be considered. Applications based on bona fide medical necessity will be considered by the Board of Directors.

Arbors: Arbors are to be free standing and shall not be attached to the structure. Arbors shall be constructed of redwood which may be treated with a clear sealer. Metal, plastic, fiberglass, or straw-type materials are prohibited. Arbors shall not exceed a maximum of eight (8) feet six (6) inches from the grade or be installed closer than three (3) feet from the fence.

Attic Ventilation: Turbine models are not permitted. Trim and molding colors must match structure.

Barbecues: Barbecues must be portable only and must be located in an area that will not permit smoke to unreasonably intrude into neighboring property.

ISSUE #1

~~Carports: Carports are common property and can not be altered. Nothing can be stored in carport areas other than a vehicle. Nothing can be attached to support posts of carports, such as locking bicycles or scooters to supports. Homeowners are responsible for damage to support posts if caused by homeowner's car, truck, moving van, etc.~~

Clothes Drying Facilities: Outside clothes lines or other drying structures are not permitted.

Doors and Windows: Replacement windows and door hardware must match, as closely as possible, the original developer-installed design, color, and materials. Replacement doors should be solid wood or metal-clad wood and must match, as closely as possible to the original developer installed design. The exterior paint color palette is as follows:

- Front and back doors: Sherwin Williams Olympic Range, semi-gloss
- Store room door - Kelly Moore Acry-Plex Latex, flat, Downtown Benny Brown

MARKUP #1 ->

MARKUP #1 · CONFLICTS WITH MANDATORY STATE STATUTE

BOARD & COUNSEL REVIEW

**Sec. ARCHITECTURAL RESTRICTIONS (p. 5): Clause prohibits or imposes unlawful conditions on Electric Vehicle (EV) charging stations in conflict with California Civil Code § 4745.**

**Statutory / Legal Reference: Cal. Civ. Code § 4745**

Statutory Comparison: Under Cal. Civ. Code § 4745(a), any covenant, restriction, or condition that effectively prohibits or unreasonably restricts the installation or use of an electric vehicle charging station in an owner's designated parking space or exclusive-use common area is void and unenforceable. Furthermore, SB 1016 amended § 4745(f) to eliminate the former requirement that an owner name the association as an additional insured on a \$1,000,000 policy; the owner need only maintain a homeowner liability coverage policy and provide a certificate of insurance within 14 days of approval.

**CURRENT WORDING IN DOCUMENT:**

areas other than a vehicle. Nothing can be attached to support posts of carports, such as locking bicycles or scooters to supports. Homeowners are responsible for damage to support posts if caused by homeowner's car, truck, moving van, etc.

**SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):**

Pursuant to California Civil Code § 4745, an owner may install an electric vehicle charging station in the owner's separate interest or exclusive-use parking space subject to applicable health and safety codes and reasonable architectural review processed within sixty (60) days, and subject to the owner's agreement to pay electricity and installation/maintenance costs and maintain a homeowner liability coverage policy in accordance with Civil Code § 4745(f).