

AFTER RECORDING MAIL TO:  
LAURA J. SNOKE, ESQ.  
LAW OFFICES OF LAURA J. SNOKE  
1801 Century Park East, Ste. 2400  
Los Angeles, California 90067

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ARCHITECTURAL APPROVAL AGREEMENT

This agreement, effective as of the date of execution, set forth below is made by and between \_\_\_\_\_ Association, a California non-profit corporation (hereinafter referred to as "Association") and \_\_\_\_\_, member of the Association and owner (hereinafter referred to as "Owner") of certain real property and improvements thereon located at \_\_\_\_\_, which is more particularly described as follows:

THE VILLAGE CONDOMINIUMS OWNERS ASSOCIATION

(hereinafter referred to as "Subject Property").

Owner desires to construct an architectural Alteration to Subject Property described as follows:

(hereinafter "Alteration") and must obtain the prior permission of the Association in order to comply with the terms of the governing documents of the Association.

Association will review the plans and specifications for the Alteration submitted by Owner with the application for the approval of the Association to determine that the Owner's proposed Alteration complies with the Association's architectural guidelines. The Association will not withhold approval of the plans, provided that they comply with the following terms and conditions, applicable to Owner, his/her heirs, successors and assigns:

(1) Owner has submitted plans and specifications and other documents including, if required, any permits for construction of the Alteration. The Alteration shall not deviate from the plans and specifications without express written approval of the Association.

(2) Owner shall comply with all applicable laws, ordinances, rules and regulations, as well as any orders of public agencies having jurisdiction over the work. Owner represents that all work will be conducted by licensed contractors having general liability and workers' compensation insurance. Owner shall insure that the work is undertaken with the least amount of disruption to the community, and shall not cause or permit undue noise or deposit of debris nor impede the flow of traffic.

(3) Owner understands that the within approval does not constitute a recommendation of the Association that the architectural Alteration be made.

(4) Owner understands that Association shall not provide any insurance coverage whatsoever with respect to the herein-approved Alteration and Owner for /himself/herself, his/her heirs, successors and assigns hereby agrees to provide any and all requisite insurance or pay the costs of any increase in the insurance coverage for the Association attributed directly to the Alteration. Owner shall provide evidence of such insurance to Association, if said insurance is required.

(5) Owner, for himself/herself, his/her heirs, successors and assigns, hereby indemnifies the Association, its directors, officers, and members, and agrees to hold the Association harmless from any loss or damages incurred in connection with, or by reason of, the construction or use of the Alteration, for any claims concerning Association's approval of the Alteration, including legal fees and costs, and will reimburse Association for any increased expenses incurred by the Association which are directly and/or indirectly attributable to said Alteration.

(6) Owner agrees for himself/herself, his/her heirs, successors and assigns, that the Alteration shall be used only as specified in the approved plans and specifications. Any other use of said Alteration is hereby expressly prohibited, unless the Owner obtains the prior written permission of the Association to use said Alteration for other purposes.

(7) Owner, for himself/herself, his/her heirs, successors and assigns, hereby agrees to be responsible for maintenance of the Alteration in a first-class condition, and be responsible for the costs of removal when necessary to maintain, repair or replace any common area or exclusive-use common area components, and to pay for the repair of any damages that may be caused, in any way, by the construction or use of the herein-approved Alteration. If Owner fails to maintain the Alteration in a first-class condition, or fails to make necessary repairs to the Alteration or other portion of the Subject Property which requires repairs as a result of the construction of the Alteration, Association reserves the right to make the repairs and assess Owner for cost of the same.

(8) Owner, for himself/herself, his/her heirs, successors and assigns, hereby agrees to be responsible for the increased costs of maintaining and/or repairing any and all property normally maintained and/or repaired by the Association, if such increased costs are directly and/or indirectly attributable to construction or the use of the Alteration.

(9) The plans and specifications for the Alteration may be approved by a consultant retained by the Association, at Association's discretion.

(10) If required, the construction and use of the Alteration shall conform to all applicable structural requirements.

(11) If applicable, the construction and use of the Alteration shall not violate any warranties.

(12) The Alteration shall not prevent access to the Association for purposes of exercising its common area or other maintenance obligations, or from protecting the safety of its members, residents, guests and invitees.

(13) If the Association believes that the Owner is not in compliance with this Agreement, the Association will conduct a hearing in conformance with its governing documents for the purpose of permitting the Owner to be heard by the Board, and so that the Board may make a final determination of whether there has been a failure by the Owner to so comply, and whether there is good cause to request the Owner to cease any building, maintenance, or removal of the Alteration.

(14) The Association shall be entitled to inspect the Alteration, four (4) times per calendar year, during the hours between 9:00 a.m. to 5:00 p.m., on a weekday, to insure its compliance with this Agreement. The Association shall give immediate notice to Owner prior to any inspection. In the event the Association is unable to reach Owner to give notice on its first attempt, the Association shall make a second attempt after ten minutes. In the event the Association is unable to reach Owner on the second attempt, the Association may proceed with the inspection. The Association may at its own discretion, be accompanied by a consultant.

(15) The provisions of this Agreement shall be deemed to obligate, extend to, and inure to the benefit of the parties and their heirs, successors, assignees, transferees, grantees and indemnities.

(16) This Agreement may be signed in counterparts.

(17) In any action to enforce this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorney's fees.

IN WITNESS WHEREOF, the parties hereto have caused the agreement to be executed as of the date and year indicated below.

Dated: \_\_\_\_\_

\_\_\_\_\_  
[Owner]

Dated: \_\_\_\_\_

\_\_\_\_\_  
[Association]

By: \_\_\_\_\_  
[Director]

**The Village Condominiums**  
**RULES AND REGULATIONS**

Adopted June 28, 2007

**10. ARCHITECTURAL AND ALTERATIONS**

A. No external structural changes, including, but not limited to, modification of external doors, windows, wall surfaces, roofs, balcony decks (including screening or any type of enclosure), or lighting fixtures, shall be made without first obtaining written approval. The On-Site Manager may issue written approval for certain types of modifications within guidelines approved by The Board. Any such request for change shall be submitted to Horizon Management Company, or to the On-Site Manager. Such requests shall immediately be forwarded to the Architectural Committee, and to The Board of Directors. After receipt of such requests, the Architectural Committee shall have ten (10) calendar days to submit written recommendations to The Board.

**Any changes done without the required approval must be returned to the original condition at the expense of the Owner.**

B. No internal structural changes, including but not limited to, tile flooring, or plumbing may be made without first obtaining written approval. The On-site Manager, from his office, may issue written approval for certain types of modifications within guidelines approved by The Board. Any such request for change shall be submitted to Horizon Management Company, or to the On-Site Manager. Such requests shall immediately be forwarded to the Architectural Committee, and to The Board of Directors. After receipt of such request, the Architectural Committee shall have ten (10) calendar days to submit written recommendations to The Board.

**Any changes done without the required approval must be returned to the original condition at the expense of the Owner.**

**Washers, dryers, and spa / Jacuzzi tubs shall not be installed in any unit.**

- C. No floor covering EXCEPT carpeting is permitted in living rooms, dining areas, bedrooms and halls in the 2<sup>nd</sup> and 3<sup>rd</sup> floor units. This includes, but is not limited to, hardwood floors, tile, linoleum, etc.
- D. The responsibility for maintenance of the integrity of the waterproof membrane on the 2<sup>nd</sup> and 3<sup>rd</sup> floor balcony decks is and always has been the sole responsibility of the property Owners. Periodic application of a waterproof deck coating is recommended.
- E. If the Owner should desire to install a permanent flooring system such as ceramic tile, slate, or similar materials on balcony decks, they MUST FIRST REQUEST permission from the On-Site Manager and The Board. The Owner will be responsible to instruct their contractor that the installation they proposed will not cause damage to the integrity of the waterproofing and must provide them with a written guarantee. The Owner shall provide a copy of the guarantee to the Board.
- F. If the Owner should choose to install their own balcony deck flooring system, they must indemnify the Association and assume the liability for any future damage to the structure. If the Owner desires to install carpet on their balcony deck, it must be an outdoor type with a backing that will not conduct water down to the balcony deck.

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- G. The flashing at the intersection of the deck and wall is the responsibility of the Association. Should the Owner believe the flashing requires repair or replacement, he/she should contact the On-Site Manager. If the Owner is unsure, he/she should contact the On-Site Manager and have the flashing inspected.
- H. The use of drop cloths IS REQUIRED in all common areas, including elevators and hallways, when making alterations. The use of elevator pads is also required. See Move-In and Out Section 3.0 for additional elevator pad information.
- I. All Owners/Tenants employing contractors **must supervise** their use of the common areas and **will be responsible** for any damage. Contractors are **NOT** allowed to prop open doors or gates. Garages and common areas may only be used for contractor staging with **ADVANCE AUTHORIZATION** by the On-Site Manager.
- J. Construction debris, carpet, appliances, counter tops, etc. **MAY NOT** be disposed of in the Association dumpsters or recycle bins or be abandoned in the common areas. All items must be hauled away for off-site disposal. **Violations are subject to a \$100 fine per occurrence, plus repair and/or clean up costs for any damage.**
- K. Home improvement work, including carpet cleaning or other loud services, may only be performed Monday through Friday between the hours of 8:00 AM and 5:00 PM. Work on the weekends is **NOT PERMITTED**.
- L. Window coverings, drapes, blinds, etc., must meet building standards, which are white or off-white colors as seen from the outside.
- M. The On-Site Manager must approve shut-off of water supply lines **NO LATER than 24 hours prior to scheduled shut-off.**
- N. Approval Procedure: As indicated in this section, approval for all work must be obtained from either the On-Site Manager, or The Board of Directors. In some cases, the On-Site Manager can approve a work/improvement request and issue specific Board-approved guidelines for such requests. Types of work that the On-Site Manager cannot approve will require Board approval. Those requests must be submitted to Horizon Management Company or to the On-Site Manager, who will then present the request to The Board and Architectural Committee for review.

Request may be submitted as follows:

On Site Manager:  
Bldg. 640 – P2 (Lower Garage)  
310-379-0198 Office  
310-379-7918 Fax

Martha Olvera, Community Manager  
Horizon Management Co, Management Company  
(310) 543-1995, Phone  
(310) 543-5578, Fax