



# **2775 CAHUENGA MAINTENANCE ASSOCIATION**

## **ARCHITECTURAL GUIDELINES**

**Adopted by the Board March 23, 2015**

# ARCHITECTURAL GUIDELINES

## INTRODUCTION TO THE ARCHITECTURAL GUIDELINES

These Architectural Guidelines are designed with the goal of maintaining the aesthetic beauty, and preserving the safety, value and desirability of living in 2775 Cahuenga (the “Community”). By adhering to these Architectural Guidelines, which include guidelines and standards for all Improvements, all Owners will benefit from the beauty and enjoyment of the Community.

To the extent required by law, all work on an Owner’s Lot or the Association Maintenance Areas and Common Area (collectively, “Common Area”) must be done by a licensed contractor. Regardless of whether Owners utilize a licensed contractor, all Owners must comply with all applicable storm water management requirements before, during and after any Improvements are completed. The failure to comply with such requirements may result in the imposition of civil or criminal penalties.

As you read through these Architectural Guidelines, you will encounter defined terms, identifiable by their initial capital letters. If these terms are not defined in the Architectural Guidelines, they are defined in the Declaration.

The Community is subject to the Mulholland Scenic Parkway Specific Plan Design and Preservation Guidelines (“*Design and Preservation Guidelines*”) and adopted by the City pursuant to of the Specific Plan. All Owners shall be required to comply with the procedures and requirements of the Design And Preservation Guidelines in seeking and obtaining approval of any application for construction, alteration or other changes to their Lots, to the extent applicable. The Design And Preservation Guidelines are hereby adopted as a part of the Architectural Guidelines applicable to the Community and shall be enforced by the Board and the Architectural Committee, as applicable. The Specific Plan is included in the back of these guidelines.

It is recommended that you also refer to Article 7 of the Declaration in conjunction with these Architectural Guidelines to ensure a complete understanding of the submittal and review process. If at any time you have any questions regarding the review process, please contact the Manager.

## ARCHITECTURAL GUIDELINES

The standards set forth below apply to all exterior improvements on a Lot – both Improvements to the yard and to the residence. These standards are in addition to the standards set forth in the Rules and Regulations and the other Association Documents.

**General Standards:** No building, fence, wall, stable or other structure, landscaping or Improvement (collectively "*Improvement*") shall be commenced, erected, placed or altered upon any Lot until full, complete and legible plans and specifications showing the location, nature, kind, shape, height and materials, including the color scheme, have been submitted to the Architectural Committee in form acceptable to the Architectural Committee and approval by the Architectural Committee, as more fully described below in the section entitled “Submittal of Application for Review Approval.” **Copies of all required permits must be submitted to the Association before an Owner proceeds with the construction or removal of any Improvements pursuant to the Owner’s Architectural Committee approved application.**

### **Z-Lot Easements, Walls & Fences:**

- **Z-Lot Easements:** The homes on many Lots have one wall of the home located at the boundary line between such Lot and the adjacent Lot, with no set back, so Declarant has established permanent Z-Lot Easements ("***Z-Lot Easements***") for the purpose of allowing Owners of such homes the right to periodically access the adjacent yard area of the neighboring Lot for the purpose of painting, maintenance and repair of the Owner's home. Typical Z-Lot Easements are described and depicted on **Exhibit "F-1"** of the Declaration. The easements are appurtenant to the Z-Lot Benefitted Lots ("***Z-Lot Benefitted Lots***") with the home located on the Lot boundary line, as described and depicted on **Exhibit "F-2"** to the Declaration, and the easements burden the adjacent Lots, as shown on **Exhibit "F-2"** ("***Z-Lot Burdened Lots***"). Such easements are over that portion of the yard in the Z-Lot Burdened Lot lying between the boundary of the Z-Lot Benefitted Lot and a line parallel thereto to a distance of five feet (5') into the Z-Lot Burdened Lot, and extend from the front boundary of the Z-Lot Burdened Lot back to the end of the wall of the home on the Z-Lot Benefitted Lot ("***Z-Lot Easement Area***"). There is also an easement over the portion of the Z-Lot Easement Area extending from the front boundary of the Z-Lot Burdened Lot to the home on the Z-Lot Benefitted Lot, that is only for the limited purpose of access to the portion of the Z-Lot Easement Area along the Z-Lot Wall (wall of the home). The Owner of the Z-Lot Burdened Lot is still entitled to use the yard area within the Z-Lot Easement Area for all general purposes desired by such Owner, so long as such use does not interfere with the use thereof by the Owner of the Z-Lot Benefitted Lot and such use is in accordance with the provisions of the Declaration.
- No alterations can be made to any retaining wall. Owners sharing a fence or wall (party wall) shall share the cost of maintenance and repair of the party wall. Any alterations to party walls must be reviewed and approved by the Architectural Committee.
- Typical fencing is tubular steel frame with wood slats.
- Most fences are considered party walls.
- Existing walls and/or fences cannot serve as the back of any planter. Planters must have four sides.
- Walls must be constructed of masonry or stucco that conforms to type, quality, color and character of masonry or stucco used elsewhere in the respective home

### **Exterior Alterations, Eaves, Balconies, Gutters, Fascias, and Awnings:**

Structural or material alterations of the exterior of any home shall conform to materials, colors, character and detailing as established on existing dwelling.

### **Exterior Painting:**

Exterior repainting of any dwelling or structure will be subject to review and approval by the Architectural Committee unless the new exterior color is to be the same as the original exterior color.

- Samples of new color schemes must be provided to the Architectural Committee if an alternate color is proposed.

**General Landscape Standards:** The State legislature determined in the Water Conservation in Landscaping Act that the State’s water resources are in limited supply. The legislature also recognized that while landscaping is essential to the quality of life in California, landscape design, installation, maintenance and management must be water efficient. When installing landscaping, drought tolerant, water wise landscaping and irrigation should be used. Owners should not install any plant species known to be invasive. See Appendix B for Preferred Plant List and Appendix C for the Non-Preferred Plant List in the Design And Preservation Guidelines.

Landscaping can be effectively used to accent the Residences, define space, and create “soft” privacy screens. Since landscaping is a design element, the same consideration should be given to the relationship of the applicant’s Residence to adjacent Residences.

**Conservation Easement Areas:** Conservation Easement Areas refer to those sloped portions of Lots 13 through 38, located outside of the private yard areas of those Lots, and described on Exhibit “D” attached to the Declaration. These easement areas are required to be preserved and protected in their natural state and are restricted pursuant to and as further provided in that certain “Grant of Conservation Easement”, by and between Declarant and the Mountains and Recreation Conservation Authority, recorded August 9, 2013, as Instrument No. 20131171902, (“Conservation Easement Deed”) in the Official Records of Los Angeles County. Owners and occupants of Lots are not permitted to access, build on or use those portions of their respective Lots located within the Conservation Easement Areas.

**Drainage:** Area drains have been installed in private yards for adequate drainage to permit the plants to survive and minimize the ponding of water. There shall be no interference with the established drainage patterns, level, or grade over any Lot or unless an adequate alternative provision is made for proper drainage and written approval is obtained from the Architectural Committee. The landscape irrigation system shall be designed to prevent excessive saturation of soils. Planters installed next to Residences should be lined with an impervious surface and should contain drain inlets to drain excess water.

**Front and Rear Yard Improvements:** Any desired changes to yard Improvements installed by the Declarant must be reviewed and approved by the Architectural Committee. The Architectural Committee has a minimum of 45 days to review and approve plans, or reply with comments. This review process may take longer if plans and specifications are not complete when submitted. If Improvements require City permits, you will need to take that additional time frame into consideration. If the Declarant has installed landscaping and other Improvements on a Lot, any changes an Owner would like to make must first be submitted to the Architectural Committee for approval. Owners are responsible for maintaining all plant material above and below ground so as not to encroach across property lines or damage perimeter walls or fencing.

1. All landscaping, planting, and installation of permanent irrigation systems by an Owner shall remain aesthetically consistent with the design and plan of the Community.
  - Front flowerbed/planter color can be changed out seasonally without Architectural Committee approval. Dying or non-thriving plant replacement in front flowerbeds/planters can be switch out with similar type and size of plants without Architectural Committee approval.
  - No personal plants can be planted in any Common Area or Association Maintenance Areas.
2. **Easement Areas:** Please refer to the Declaration, Article 2 regarding easements, and Exhibits to the Declaration for Association Maintenance Areas. No changes can be made to these areas.

3. The homes may have a street tree installed by the Declarant. Each owner is responsible for the maintenance of the street tree. Any changes to the street trees will require the approval of the Architectural Committee. Owners are responsible for maintaining trees above and below ground so as not to encroach across property lines or damage perimeter walls or fencing. Tree Canopies should not encroach onto a neighbor's property.
4. Submittal for landscape plans should specifically note the following:
  - Any proposal to use rock, gravel or boulders in the front yards shall be submitted with exact specifications of material size and location.
  - Hardscape is defined as all areas which are not landscaped. For example, these would be driveways, sidewalks and patios. Specify finish and color and dimensions of all hardscape materials.
  - Indicate location of all structures and provide sufficient detail of dimensions and finishes.

**Figurines, Fountains, Water Features, Sculptures:**

1. All figurines, fountains, water features or sculptures are subject to Architectural Committee approval.
2. The design of a proposed figurine, fountain, water feature or sculpture shall be consistent in design with the architecture of the home. The Architectural Committee reserves the right to request removal of any figurine, fountain, water feature or sculpture which is deemed inappropriate by the Architectural Committee.

**Attached Overhead Patio Covers, Canopies & Sunshades:** The following shall apply to any architectural component that is attached to the house visible above the side yard fence height. Structures in this section shall conform to the original architectural character of the home.

1. The canopy, covers for a patio, deck or breezeway shall be entirely open on at least three (3) sides except for necessary supporting columns.
2. Sunshades should be made from canvas or similar material made for outdoor use and should be harmonious with the exterior color of the home.
3. Unacceptable construction materials for overhead patio covers, sunshades and other structures are:
  - Metal or prefabricated structures of metal;
  - Corrugated plastic;
  - Corrugated fiberglass;
  - Plastic webbing, split bamboo, reeded or straw-like materials;
  - Asphalt.
4. Palapas (umbrellas made of straw or thatched bamboo) are expressly prohibited.

**Spas/Hot Tubs:** Only above-ground spas or hot tubs are allowed and subject to approval by the Architectural Committee.

1. Any part of spa drawings must indicate the location of spa equipment, proposed screening and the means of access for the proposed construction.
2. All grading spoils must be completely removed from site or distributed within Owner's lot. No dumping on adjacent areas is permitted.

**Playground Equipment:**

1. All play equipment is subject to Architectural Committee approval. Playground equipment may not exceed fence height.
2. If awnings are part of the play equipment, Owner must utilize a neutral color and submit color with approval request.
3. All play equipment constructed of wood material shall be painted in a color to match the existing house trim or naturally treated. If the Owner fails to adequately maintain the play equipment, the Architectural Committee reserves the right to require removal of previously approved structures.

**Dog Houses / Dog Runs:** Construction of dog houses and dog runs requires Architectural Committee approval. Plans should consider the following guidelines:

- Dog houses and dog runs are also to be located out of sight or screened from surrounding property.
- Noise attenuation for neighboring Owners must be a consideration and affected neighbors must be notified of proposed installation.

**Exterior Lighting:**

1. Lights are to be directed onto applicant's property and screened to prevent light onto adjacent property.
  - Proposed fixtures are to be compatible with applicant's house in style and scale.
  - All exterior lighting must meet current electrical code(s) at time of installation. (All exterior lighting fixtures visible from the street must be consistent with the architecture of the home.)
  - "Decorative" lighting includes any lighting installed on a patio trellis, rear yard fencing or plant materials (i.e., trees, shrubs, etc.) that will remain in place for more than sixty (60) days. This type of lighting is typically a string of lights. decorative lighting may not be visible from the street.
  - Lighting shall be adequately screened to minimize light projecting onto adjacent properties.
2. The Architectural Committee reserves the right to request removal of extensive or unattractive Decorative Lighting displays.

3. In addition to other required items, plans including lighting should indicate the following:

- a) Manufacturer, Model Number and picture;
- b) Wattage of lights; and,
- c) Location of lights, showing area they will illuminate.

4. Lighting and Decorations – Seasonal

- Seasonal Holiday decorative lighting & decorations may be installed without Architectural Committee review.
- Winter holiday lights & decorations are permitted no earlier than the day after Thanksgiving and must be removed no later than January 15<sup>th</sup>.
- Other types of decorative/holiday lights and/or decorations can be installed seven (7) days prior to the holiday and must be removed within seven (7) days after such holiday, unless written authorization has been granted by the Association.
- Holiday displays which, in the opinion of the Architectural Committee, create traffic congestion or become an annoyance to adjacent property Owners, will not be allowed and may be removed by the Board, management or Architectural Committee.
- Please see Rules and Regulations for further information.

**Address Number:** Address numbers shall be uniform. Address numbers other than those originally installed by the Declarant, or those approved for the entire Association by the Board of Directors will not be permitted.

**Window Coverings and Treatment:** The use of aluminum foil, newspaper, paint, reflective tint as window covering, or any other material deemed unattractive by the Association in its Architectural Guidelines or Rules and Regulations, is prohibited. Temporary window coverings, such as white or pastel color sheets, are allowed for up to six (6) months after the close of escrow and pending the installation of drapes, curtains, shutters or other appropriate interior window coverings. All window coverings shall be of a uniform neutral color harmonious with and not in conflict with the color scheme of the exterior wall surface of the Residence and the Community. Window tinting shall not be permitted. Window coverings may be subject to the approval of the Architectural Committee. **Window tinting or the application of film may void window manufacturer warranties.**

**Screen Doors:** Such Improvements, located on the front door may be installed without Architectural Committee approval, provided the door frame is painted to match and/or compliment the exterior of the home.

**Speakers:** Proposals to install outdoor speakers will be considered by the Architectural Committee. The Rules and Regulations require that speakers may not be operated at a sound level that interferes with the quiet enjoyment of residents. If an Owner violates the Rules and Regulations, the Association may require that the speakers be removed.

**Unightly Items:** All weeds, rubbish, debris, or unsightly materials or objects of any kind shall be regularly removed from the Lots and shall not be allowed to accumulate thereon. All clothes lines, refuse containers, wood piles, storage areas, machinery, and equipment shall be prohibited upon any Lot unless obscured from view of other Residences, the Common Area and the street.

**Flagpoles:** Outdoor display of the flag of the United States is permitted as long as the flag and flagpole are located solely within, on and over the Owner's Lot. No free standing flagpoles are allowed in front yards.

**Signs, Flags and Banners:** No sign or billboard of any kind shall be displayed by any Owner on any portion of the Community or Lot, except one sign of reasonable size, advertising that the particular Lot is for sale or rent, or except by Declarant in connection with initial sales of the Lots, during the sales period set forth in Section 8.2.1, of the Declaration. No provision herein shall be read or construed to prohibit the posting or displaying of noncommercial signs, posters, flags, or banners on or in an Owner's separate Lot (not Common Area or Association Maintenance Area), in accordance with California Civil Code Sections 4705 and 4710. All such signs, posters, flags, or banners shall be permitted only so long as they are in good presentable condition. The Association shall have the right and power to impose reasonable restrictions on the duration of the posting or displaying of such signs, posters, flags or banners. Owners are advised to refer to the Rules and Regulations promulgated by the Board.

**Sports and Other Equipment:** No exterior roof mounted mechanical equipment, poles or masts shall be constructed on or attached to any residential dwelling or erected or maintained on any Residence, balcony, patio or yard area. No temporary or permanent basketball standard or backboard, or other sports apparatus shall be constructed, erected, installed or maintained on any Residence, balcony, patio or yard area, or on any Common Area or Common Access Area private streets or driveway in the Community.

**Antennas:** Unless applicable law requires otherwise, each Owner must comply with the following guidelines:

- Only an "Authorized Antenna" (see Section 8.2.9 of the Declaration) may be installed on a roof.
- Satellite dishes or antennas are not allowed in a front yard or attached to the front of a home.
- No person shall install an antennae or satellite dish on Common Area, Association Maintenance Areas, or in a location on a Lot that may encroach on to Common Area or Association Maintenance Areas.
- All wires and cables must be painted the same color as the Residence.
- Applications for installation of satellite dish or antennas must be submitted and include the location on the roof on the application form included in these guidelines.

## **SUBMITTAL OF APPLICATION FOR REVIEW APPROVAL**

**Submittal of Application:** Prior to the commencement of any addition, alteration, construction work or other Improvements, you must first submit an application to the Architectural Committee for approval of such work in accordance with the procedures set forth below.

**Failure to Obtain Approval:** It is important that you obtain the approval of the Architectural Committee so that you are not in violation of the Association Documents. Please also remember that a building or other permit may be required by the City Building Department, or other governmental agencies prior to the commencement of any work.

## **REVIEW SUBMITTAL REQUIREMENTS**

Send Submittal Packages to the address shown on the application form.

## **REVIEW PROCESS AND PROCEDURES**

**Application for Approval:** All applications for any Improvements requiring approval by the Architectural Committee must be submitted in writing (see attached “Architectural Review Application”), together with the items described below (collectively, the “Submittal Package”).

**Submittal Package Review and Other Fees:** The fees for yard Improvement processing and review are as follows:

- **\$25** – Check made payable to Action Property Management for their processing fee, per submittal
- **\$75** – Check made payable the 2775 Cahuenga Maintenance Association for minor or single landscape or architectural changes such as, but not limited to paint, solar, patio cover, windows, doors and gates submitted with initial review, which includes the plan review and two (2) resubmittal reviews within one (1) calendar year of the initial review, and two (2) completion notice reviews through photographs.
- **\$100** – Check made payable to 2775 Cahuenga Maintenance Association for front **or** rear yard plans submitted separately for initial review, which included the plan review and two resubmittal reviews within one (1) calendar year of the initial review, and two (2) completion notice reviews through photographs.
- **\$150** – Check made payable to 2775 Cahuenga Maintenance Association for **both** front **and** rear yard Improvement plans submitted at the same time for initial review, which includes the plan review and two resubmittal reviews within one (1) calendar year of the initial review, and two (2) completion notice reviews through photographs.
- Extras will be billed at an hourly basis at nor less than \$75 per hour to no more than \$110 per hour. Travel is to be billed on a portal-to-portal basis.

Any structural Improvements must be approved by a licensed architect, civil engineer and any other person reasonably required to evaluate the proposed Improvement, at the Owner’s sole cost and expense.

Fees for structural Improvement review will be determined on a case by case basis.

Additional fees and deposits may be imposed on Owners if determined necessary, based upon the complexity or scope of the Submittal Package and/or to retain consultants. If such fees are determined necessary, you will be notified by the Manager and you will be required to submit the additional fee(s) prior to continued processing of an application.

**Delivery of Submittal Package:** The Submittal Package and any re-submittals should be delivered in a manner where receipt for delivery can be obtained. This may include personal delivery, overnight courier or any method where the Manager acknowledges receipt of the Submittal Package in writing.

**Submittal Package Checklist:** In order to expedite the approval process, the Submittal Package for any Improvements must include the following:

1. Architectural Review Agreement (see attached)
2. Architectural Review Application (see attached)
3. Plans and specifications showing the location, nature, kind, shape, height and materials, including the color and any other requirements set forth herein (“Plans and Specifications”), clearly indicating all proposed modifications (3 sets)
4. Plans (3 sets) and
  - a. Description of materials and colors and material samples
  - b. A proposed construction schedule (including proposed start and completion dates)
  - c. Names, addresses and phone number of all licensed contractors and subcontractors who will work at the Residence.
  - d. Certificates of insurance for the contractors and subcontractors (including contractors exclusions and proof of valid workers compensation insurance; sample form and endorsement attached)

**Review of Application:**

Management shall, upon behalf of the Architectural Committee, review the Submittal Package and submittal fee to ensure that it contains all of the information and fees required.

If the Submittal Package is complete, Management will forward the Submittal Package to the Architectural Committee. The Architectural Committee will review the Submittal Package and have the Manager notify the Owner, based upon the proposed Improvements or the complexity of the proposed Improvements, if additional review fees will be required. The Submittal Package will not be reviewed unless the Submittal Package is completed and until such fees are paid. Failure to submit a complete Submittal Package and include the appropriate fees with the Submittal Package will constitute an incomplete application, and the application will be returned to the Owner for completion prior to review by the Architectural Committee.

The Architectural Committee shall deliver its written approval, disapproval or request for additional information or materials to the Applicant at the address listed in the Application within forty-five (45) calendar days after the date on which the Association has issued its Acknowledgement of Receipt of Complete Application to the Applicant. The Application shall not be deemed approved if the Architectural Committee fails to respond to the Applicant at the end of the forty-five (45)-day approval period. If the Association fails to respond to the Applicant within such forty-five (45)-day period of time, the Applicant must submit by United States mail, with return receipt requested, a written request for notification of the status of the Application (“*Status Request*”). If the Architectural Committee fails to respond to the Applicant within forty-five (45) days of confirmed receipt by the Association, then the Application shall be deemed approved if the Applicant can prove the receipt of both the Acknowledgement of Receipt of Complete Application and confirmation of the receipt of the Status Request by the Association. Without both confirmations, the Application shall be deemed disapproved, and a new Application must be submitted to the Architectural Committee.

**Diligence in Construction:** Upon final approval of the Submittal Package, the Owner shall promptly commence construction and diligently pursue completion of the construction in conformance with the approved construction schedule. Extensions may be granted at the Board's discretion for delays caused by strikes, fires, holidays or other events beyond Owner's control. If the proposed work is not completed within the agreed time frame and no extensions have been granted, FINES SHALL ACCRUE at the rate stated on the fine schedule (attached) until the project is completed. If work has not begun within six (6) months of the date of the Architectural Committee's approval, unless the Architectural Committee extends the deadline, the approval shall expire, and a new Submittal Package will be required.

## **GENERAL CONDITIONS**

Approval by the Architectural Committee does not constitute waiver of the requirements of any governmental agencies or applicable law (e.g., Solar Shade Control Act, codified at California Public Resources Code Sections 25980 *et seq.*). Review approval of plans does not constitute acceptance of any technical or engineering specifications or compliance with any law, and the Association assumes no responsibility for such. The function of the Architectural Committee is to review submittals for architectural design of Improvements, placement of Improvements, color schemes, exterior finishes and materials and similar features which are recommended for use in the Community. All technical, engineering, and legal matters are the responsibility of the Owner. In addition to the restrictions set forth in the Declaration and the Architectural Guidelines, each Owner shall also comply with the following restrictions and guidelines.

1. **City Permits:** City permits may be required for certain Improvements or changes. The applicant shall obtain and provide the Architectural Committee with a copy of all necessary permits for any Improvements requiring a permit prior to commencing the construction or removal of any Improvements. A copy of the permit must be provided as required herein..
2. **Damage to Common Area:** An Owner shall be responsible for any damage to the Common Area caused by the Owner, Owner's family members, guests, invitee's tenants, and contractors.
3. **Effect of Approval:** Approval of plans is not authorization to proceed with Improvements on any property other than the Lot owned by the applicant.
4. **Building Code Requirements:** It is the responsibility of the Owner to ensure that proposed modifications are consistent with applicable building code requirements.
5. **Zoning.** All uses shall be in conformity with the City of Los Angeles zoning applicable to the Community.
6. **Mechanic's Liens.** No Owner may cause or permit any mechanic's lien to be filed against the Association for labor or materials alleged to have been furnished or delivered to the Community or any Lot for such Owner, and any Owner who does so shall immediately cause the lien to be discharged within five (5) days after notice to the Owner from the Board. If any Owner fails to remove such mechanic's lien, the Board may discharge the lien and charge the Owner a Special Assessment for such cost of discharge. Contractors must sign a statement that they only have mechanic's lien rights against the Owner who hired the contractor and have the legal description of the Lot where the work is being performed.

## **PLAN REQUIREMENTS**

### **General Requirements:**

### **APPLICATION PROCESS / PLAN SUBMITTAL PACKAGE**

The Owner reviews the Architectural Guidelines and prepares plans, elevations and cross-sections depicting the proposed new Improvements. To expedite the approval of plans, they must include each of the items detailed in the following information. Plans that do not contain required details may be returned incomplete and will require that the Owner resubmit the plan submittal package.

#### **1. Landscape:**

- a. A plot plan that is drawn to scale. 1/4" = 1'0" on 24" x 36" sheets is the preferred scale and size. Plans must be of adequate size to be completely legible, including all dimensions.
- b. Landscape plan and working drawings (if applicable) including the location, type, size and quantity of all plants proposed. A plant list alone is not sufficient. The location of trees and large shrubs must show the canopy size of the mature tree or large shrub and location entirely within Owner's lot.
- c. Irrigation plan including all drain inlet locations and direction of drainage.
- d. Grading plans (if applicable). Show where the established drainage pattern may be altered by the proposed Improvements. Show the location of the bottom of any slope and the top of any slope; drain inlets and drain lines if applicable. Show the proposed locations of any drain inlets, drain lines and outlets. No alterations of drainage are permitted.
- e. The nature, kind, shape, dimensions, materials, color, finish and location of proposed Improvements must be illustrated on the plan.
- f. A description of the materials to be used, including the proposed color scheme. Attach actual samples, color photographs of materials and any literature if available.
- g. A dimensioned hardscape plan showing new and existing paving, walls, fences, pool, patio covers, drainage, and construction details for all structures accurately described as to materials and complete dimensions.
- h. Outdoor lighting plan. All exterior light fixtures must be ornamental and submitted for review.

#### **Other Information:**

1. If proposed Improvements require access over the Common Area or Association Maintenance Areas for the purposes of transporting labor or materials, written permission for such access shall be required from the Association. Any such requests must be filed with the Architectural Committee prior to the commencement of construction. If permission is granted, an additional refundable deposit in an amount determined by the Board of Directors may be required before work begins. A

representative of the Association will refund the deposit after a visual inspection of the area has been completed and determined acceptable.

2. View obstructions: Each Owner acknowledges that any construction or installation by the Declarant and the Association may impair the view from a Lot and hereby consents to such impairment. Each Owner acknowledges that there are no guaranteed views within the Community, and no Lot is assured the existence or unobstructed continuation of any particular view.
3. Solar Shade Control Act. Each Owner is responsible for considering whether the Owner's proposed Improvements will shade the absorption area of a solar collector that has been installed on another Lot in accordance with the Solar Shade Control Act and/or other applicable law.
4. General Provisions: Drawings must indicate the full scope of work to be performed. They must also include all existing conditions as noted below, if applicable.

Scale and Elevations: Drawings must be prepared with floor plans drawn to a scale of 1/4" = 1'0", showing overall dimensions and area in square feet. Existing conditions as well as all proposed changes must be shown. Plans must include interior elevations and sections of all interior changes.

Engineering and Code Compliance: The Association does not approve plans for engineering design or building code compliance. All technical and engineering matters are the Owner's responsibility. Owners must fully comply with applicable building codes, ordinances and specifications, of the City of Los Angeles.

Structural: Whenever changes involve structural elements of a building, engineered drawings must be submitted and must be stamped by a licensed structural engineer.

Demolition Plans: Demolition plans must be included in your submittal.

Electrical: At a minimum, conceptual electrical and lighting layouts are required. Depending on the proposed electrical work, engineered drawings may be required. No aluminum wiring is allowed. All electrical wiring must be copper. All electrical boxes in demising walls must be acoustically insulated.

Telephone/Data Lines: Conceptual telephone/data outlets must be shown on the electrical layouts. All telephones, CPU's, switching equipment, and system upgrades must be installed inside the Owner's Residence. Such equipment may not be installed in the Common Area.

Plumbing Lines: Plans must show existing conditions as well as proposed alteration to plumbing.

Mechanical: Plans must show existing as well as proposed alterations. Manufacturing information sheets should be included with all new equipment installations.

## **MISCELLANENOUS:**

1. Variances

Where circumstances justify it, the Board may allow reasonable variances from these restrictions. The granting of such variances does not constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for review.

2. Existing Nonconforming Improvements

Existing nonconforming Improvements do not constitute a basis for allowing any new nonconforming Improvements. The acceptance of any plans, drawings or specifications for any work done or proposed to be done, does not constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for review.

3. Building Department Alterations

Any plan changes requested by the City Building Department must be forwarded to the Architectural Committee for approval before work may commence.

4. Conflicts between City and Association

Any construction, repair, modification, or alteration of any Improvements requiring the issuance of a building permit must be submitted to the appropriate governmental entity for review and approval. In the event of a conflict in the conditions of approval imposed by the entity and the Architectural Committee, the more restrictive conditions will control. Nothing in these Architectural Guidelines limits the Architectural Committee from imposing conditions of compliance which are more restrictive than conditions imposed by governmental agencies.

5. Building Permits Do Not Constitute Approval

Owners must separately obtain all appropriate building permits from the City of Los Angeles. However, building permits do not constitute approval by the Architectural Committee, nor does review by the Architectural Committee constitute approval by the City or waivers of any applicable statute, code or ordinance requirements. These are two separate procedures, and Owners must comply with both.

6. Corrections and Comments to Plans

Corrections to plans or comments made by the Architectural Committee do not relieve the Owner's responsibility to engineer the proposed work properly and to comply with applicable building codes, ordinances and specifications.

7. Concealed Conditions

Any concealed conditions, building code violations and/or deficiencies discovered during the Improvement shall be reported to the Architectural Committee and corrected at the Owner's expense, unless otherwise advised by the Architectural Committee.

## **COMPLIANCE WITH REQUIRED PROCEDURES**

If any architectural change is made without the prior approval of the Architectural Committee or any other violation of the Architectural Guidelines occurs, the Board may require removal of the unapproved Improvement, at the Owner's expense, or take other action pursuant to the Association's Enforcement Policy and Fine Schedule. Upon receipt of a written appeal, the Board shall, if there is a fine schedule adopted by the Board, state the enforcement of the fine, if any, or imposition of any further fines until an appeal hearing has been concluded. Within thirty (30) days of a request for a hearing, the Board shall schedule an appeal at a time and date to be determined by the Board. The appeal hearing shall be

conducted in an informal manner and the Owner shall have the opportunity to present any information or evidence to have the fine excused or mitigated. The decision of the Board shall be final.

## **APPEALS**

**Disapproval/Request for Reconsideration:** If a proposed Improvement is disapproved, the Owner is entitled to Reconsideration by the Board of Directors at an open meeting. This paragraph does not require reconsideration of a decision that is made by the Board, or the Architectural Committee if the Architectural Committee has the same membership as the Board.

## **INSPECTION AND CORRECTION OF WORK**

**Right of Inspection During Course of Construction:** The Board or its duly authorized representative may enter into any Lot during daylight hours during the course of construction or installation of any Improvements for the purpose of inspecting such construction and/or installation to determine whether it is performed in substantial compliance with the approved Plans and Specifications and the contractor's guidelines.

**Notice of Completion:** Within thirty (30) days after the completion of any construction or reconstruction or the alteration or refinishing of any Improvements, or upon the completion of any other work for which approved Plans and Specifications are required, the Owner shall give written notice of completion to the Architectural Committee by submitting a Notice of Completion form (attached).

**Inspection:** Within sixty (60) days after receiving notice of completion, and upon notice to the Owner, the Architectural Committee, or its duly-authorized representative, shall have the right to inspect such Improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved Plans and Specifications. If the Architectural Committee finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner in writing of such non-compliance within thirty (30) days from the date of inspection, specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance. If, upon the expiration of sixty (60) days from the date of notification of non-compliance, the Owners shall have failed to remedy such non-compliance, the Board, after affording the Owner Notice and Hearing, shall determine whether there is a non-compliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If non-compliance exists, the Board may require the Owner to remedy or remove the same within an appropriate time period determined by the Board (e.g., forty-five (45) days from the date of the Board's decision). If the Owner does not comply with the Board's decision, then the Board, in its discretion, may either remove the non-complying Improvement or remedy the non-compliance, and the Owner shall reimburse the Association for all expenses incurred in connection therewith.

**2775 CAHUENGA MAINTENANCE ASSOCIATION  
ARCHITECTURAL REVIEW AGREEMENT**

\_\_\_\_\_ Owner of Lot # \_\_\_\_\_ wishes to remodel and/or make Improvements or alterations to Owner's Lot (Residence/yard).

**OWNER AGREES** as follows:

1. Scope of Work  
All proposed alterations shall be submitted for review and approval. Upon written approval by the Architectural Committee, the approved scope of work shall constitute the "Project." All necessary City permits shall be obtained prior to the commencement of the Project. No work shall be done except when written approval from the Architectural Committee has been received.
2. Damage Deposit  
Owner may be required to pay to the Association a damage deposit. The deposit will be used to offset expenses incurred by the Association including, but not limited to, repairing damage to the Common Area, as well as fines and penalties, if imposed after notice and hearing. The deposit shall not restrict the amount of monies the Association may charge Owner for reimbursement of expenses incurred by the Association or penalties assessed against Owner related to the project. If the deposit is not sufficient to cover all reimbursements, damages, and/or fines, Owner may be issued a stop work order until such time as additional funds have been deposited. The remainder of the deposit, if any, shall be returned upon satisfactory completion of the Improvements.
3. Reimbursement of Expenses  
Owner shall reimburse the Association for all costs and expenses incurred by the Association related to the presentations, approval and completion of the Project, including consulting, inspection and attorneys' fees.
4. Compliance with Architectural Guidelines  
Owner acknowledges receipt of the 2775 Cahuenga Maintenance Association's Architectural Guidelines. Owner shall ensure that all contractors and subcontractors receive a copy of the Association's Contractor Rules and abides by them. Owner acknowledges he/she is liable and wholly responsible for the conduct and actions of his/her contractor(s).
5. Liability for Damage  
Owner shall be responsible for all injuries to persons and/or property damage to Common Area or other Residences caused by the Owner or related to or arising out of the Project. If the damage is not repaired in a timely manner, the Association may make the repairs and deduct the expenses from the Deposit and/or assess the Owner, after notice and hearing.
6. Concealed Conditions  
All *Building and Fire Code* violations and/or deficiencies discovered during the course of the Project shall be reported to the Association and proper governmental authorities and shall be corrected at Owner's sole expense, whether such conditions are found in the Lot or the Common Area, unless otherwise advised by the Board.

7. *Licensed and Insured Vendors*  
Where required by law, only licensed and insured construction managers, contractors, subcontractors and vendors shall make alterations to, direct alterations to, oversee alterations to, or make architectural decisions affecting any portion of 2775 Cahuenga. Each contractor must carry *Workers' Compensation Insurance, Commercial General Liability Insurance, and Automobile Insurance*, reasonably acceptable to the Association. Even if a contractor is licensed and insured, the contractor may be banned from the Common Area, if in the opinion of the Board; they are unreliable, unsafe or establish a pattern of violating the Association's rules or standards.
8. *Inspections*  
The Association shall have the right, but not the obligation, to periodically inspect the Project without prior notice. Owner agrees to allow inspections and agrees the Project shall be halted and Owner may be fined every time an inspection is not allowed. Such inspections do not relieve Owners from their duty to comply with the Association's Architectural Guidelines and all applicable Building and Fire Codes.
9. *Compliance with Code*  
Owner shall ensure that all work and materials related to the Project will comply with all applicable Building and Fire Codes. Owner shall obtain all necessary permits required by the governing agencies to perform the work.
10. *Diligent Construction*  
The project must be completed within the agreed schedule presented with the application from the Architectural Committee approval of the Project. Extensions may be granted at the Board's discretion for delays caused by strikes, fires, holidays or other events beyond Owner's control. If the Project is not completed within the agreed time frame and no extensions have been granted, then, after Notice and Hearing, FINES SHALL ACCRUE at the current daily rate set forth on the Schedule of Fines until the Project is completed.
11. *Incomplete or Inadequate Work*  
If the project is incomplete or is completed in such a manner that the Common Area is adversely affected, the Association may correct the problem and deduct the cost from the Deposit and/or assess the Owner for reimbursement, after notice and hearing, or take legal action to have the problem corrected.
12. *No Mechanics Liens*  
Owners agree to indemnify and hold harmless the Association and its members against liability or loss arising from mechanics liens resulting from work on the project.
13. *Indemnity*  
The Association's consent to the project shall not give rise to any liability by the Association or its representatives. Owner agrees to indemnify, hold harmless and defend the Association and its officers, directors, employees and agents from claims arising from the Project or its approval by the Association. This indemnity shall survive the termination of this Agreement and the completion of any Improvements.

14. Enforcement Provisions

This Agreement is for the benefit of, and may be enforced by, the Association. The Association shall have the authority to impose monetary penalties, suspend work as well as workers' access to the Project, cure the violation or repair the damage and assess for reimbursement, and take such other action as may be allowed by law. Violations of the Association's rules may result in monetary penalties as set forth on the Schedule of Fines. Failure to comply or to restore conditions shall result in additional fines. Serious violations or actions endangering the health, safety, or welfare of residents, Association employees or guests will result in larger monetary penalties and/or expulsion of workers from the Common Area. However, no such fines or penalties shall be imposed until after the Owner has been given notice and opportunity for a hearing, as required in the Association's Enforcement Policy.

15. Dispute Resolution

Owner shall attempt to resolve any dispute with the Association arising out of the Project and/or this Agreement pursuant to the internal dispute resolution procedure adopted by the Association. If the Owner and Association are unable to resolve the dispute pursuant to such procedure, then the dispute should be resolved pursuant to the alternative dispute resolution procedures set forth in Section 12 of the Declaration.

**Owner's Signature:** \_\_\_\_\_

**Owner's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**2775 CAHUENGA MAINTENANCE ASSOCIATION  
ARCHITECTURAL REVIEW APPLICATION**

**RETURN FORM TO:** 2775 Cahuenga Maintenance Association  
c/o Action Property Management, Inc.  
600 Wilshire Blvd., Ste. 1660  
Los Angeles, CA 90017  
800/400-2284

Date: \_\_\_\_\_

Lot #: \_\_\_\_\_

Name of Owner(s):

(1) \_\_\_\_\_

(2) \_\_\_\_\_

Current Mailing Address(es):

(1) \_\_\_\_\_ (2) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Home phone: \_\_\_\_\_ Home phone: \_\_\_\_\_

Work phone: \_\_\_\_\_ Work phone: \_\_\_\_\_

Cell phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

Please provide the following:

Name and company name of general contractor or landscape contractor:

\_\_\_\_\_

\_\_\_\_\_

Phone numbers: \_\_\_\_\_

State License Number: \_\_\_\_\_

Briefly describe proposed Improvements (attach plans if applicable):

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Proposed start date: \_\_\_\_\_

Estimated date of completion: \_\_\_\_\_

I/We, \_\_\_\_\_, legal owner(s) of Lot # \_\_\_\_\_, understand that I/we am/are responsible for my worker's actions and any damages to the Common Area while the workers are performing work on my Lot.

If applicable, I/We enclose a damage deposit in the amount of \$ \_\_\_\_\_. I/We understand that this sum may be fully refunded, that fines, costs and other charges may be applied to the damage deposit, or that I/we may be subject to an additional assessment if the damage deposit is insufficient to reimburse the Association for its costs and expenses arising from or relating to my/our work of Improvement. I/We understand that an accounting of the damage deposit shall be made upon completion of such work of Improvement in accordance with the Architectural Guidelines.

I/We further understand that these Architectural Guidelines are solely for the purpose of assisting in my/our construction project and are not inclusive of all Association policies and rules which might apply from time to time.

I/We also understand that the Association, through the Board or its agent, has a right to inspect the premises at any time during daylight hours. I/We will comply with all City, County and State building codes and obtain necessary permits and inspections and will deliver a copy of same to the Management Company of the Association in a timely manner.

I/We agree to comply with the Architectural Guidelines and with all requirements of the Association Documents.

\_\_\_\_\_  
**Lot Owner**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Lot Owner**

\_\_\_\_\_  
**Date**

.....

**FOR OFFICE USE ONLY**

Date Received: \_\_\_\_\_

Date Approved\*, Disapproved, or Approved with Conditions: \_\_\_\_\_

Date Letter of Approval\*, Disapproval, or Approval with Conditions Sent: \_\_\_\_\_

Date Insurance Received for Contractor: \_\_\_\_\_

Expiration Dates: \_\_\_\_\_

\* Any approval is conditioned upon the proposed Improvements complying with all applicable laws and codes, including the California Fair Employment and Housing Act, building code or other applicable law governing land use or public safety. Thus, to the extent any of the proposed Improvements violate any of these applicable laws and codes, the Association's approval shall be void and no effect as to the Improvement(s) that violate any of the laws and codes.

**2775 CAHUENGA MAINTENANCE ASSOCIATION  
NEIGHBOR NOTIFICATION**

It is the intent of the Architectural Committee to consult neighbors on any Improvements, which may impact their use and enjoyment of their property. Neighbor approval or disapproval of a particular Improvement shall only be advisory and shall not be binding in any way on the Architectural Committee's decision.

**1. Definitions**

**Facing Neighbor:** Means the Owner of the Residence directly across the street.

**Adjacent Neighbor:** Means the Owner of the Residence with an adjoining wall to your Lot.

**Impacted Neighbors:** Means the Owner of any other Residence in the Community which would be affected by the construction of any Improvement.

**2. Improvements Requiring Notification:** Any Improvements that may impact the neighbors in the Community.

**3. Statement:** The Facing, Adjacent and Impacted Neighbor Statement must be provided to the Architectural Committee to verify the neighbors have been notified about the proposed Improvements. If a Lot is owned by the Declarant, the Manager office will obtain the required signature of the Declarant.

The attached plans were made available to the following neighbors for review.

**FACING NEIGHBOR:**

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|      |         |                   |
|------|---------|-------------------|
| Name | Address | Owner's Signature |
|------|---------|-------------------|

**ADJACENT NEIGHBOR:**

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|      |         |                   |
|------|---------|-------------------|
| Name | Address | Owner's Signature |
|------|---------|-------------------|

**ADJACENT NEIGHBOR:**

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|      |         |                   |
|------|---------|-------------------|
| Name | Address | Owner's Signature |
|------|---------|-------------------|

**IMPACTED NEIGHBOR:**

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|      |         |                   |
|------|---------|-------------------|
| Name | Address | Owner's Signature |
|------|---------|-------------------|

**IMPACTED NEIGHBOR:**

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|      |         |                   |
|------|---------|-------------------|
| Name | Address | Owner's Signature |
|------|---------|-------------------|

The neighbors have seen the plans I am submitting for Architectural Committee approval (see above verification). I understand neighbor objections do not in themselves cause denial. However, the Architectural Committee will contact the neighbors to determine their objections and their appropriateness, if necessary.

**SUBMITTED BY:**

**NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**2775 CAHUENGA MAINTENANCE ASSOCIATION  
NOTICE OF COMPLETION FORM**

This form must be completed and submitted to Association within thirty (30) days of completion of an Owner's Improvements to their Lot. Upon APPROVAL of the completed Project, your damage deposit and any remaining balance of your damage deposit from the application fee will be refunded to you, as applicable.

**Today's Date:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Unit #:** \_\_\_\_\_

**Address Where Work Took Place:** \_\_\_\_\_  
\_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Daytime Phone:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**Evening Phone:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**Email Address:** \_\_\_\_\_

Notice is hereby given that the undersigned is the owner of the property where the work took place and that the work was completed on the date specified below:

**Date Work Was Completed:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Applicant's Name:** \_\_\_\_\_

*(Please Print)*

**Applicant's Signature:** \_\_\_\_\_

**Please provide the following documents in order that the Notice of Completion may be reviewed.**

- Photographs of everything completed on the property.**
- Copy of approved stamped plans *(and any approved revised/amended plans)*.**

**2775 CAHUENGA MAINTENANCE ASSOCIATION  
INSTALLATION OF SATELLITE DISH OR ANTENNA**

Satellite dish or antenna installations must comply with Association Rules & Regulations, the Architectural Guidelines and Declaration. This form must be submitted to the Association within seven (7) days of installation of a satellite dish or antenna. **Mark the attached roof exhibit that applies to your home with the location of the satellite dish. Architectural Committee approval is not needed if you install the satellite dish in the approved location shown on the follow exhibits.**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Lot No. \_\_\_\_\_

Dish Provider/Installer Name: \_\_\_\_\_ Contact No. \_\_\_\_\_

Type/Model of Satellite dish or antenna: Diameter: \_\_\_\_\_

Mark the location of the satellite dish or antenna on the attached roof samples.

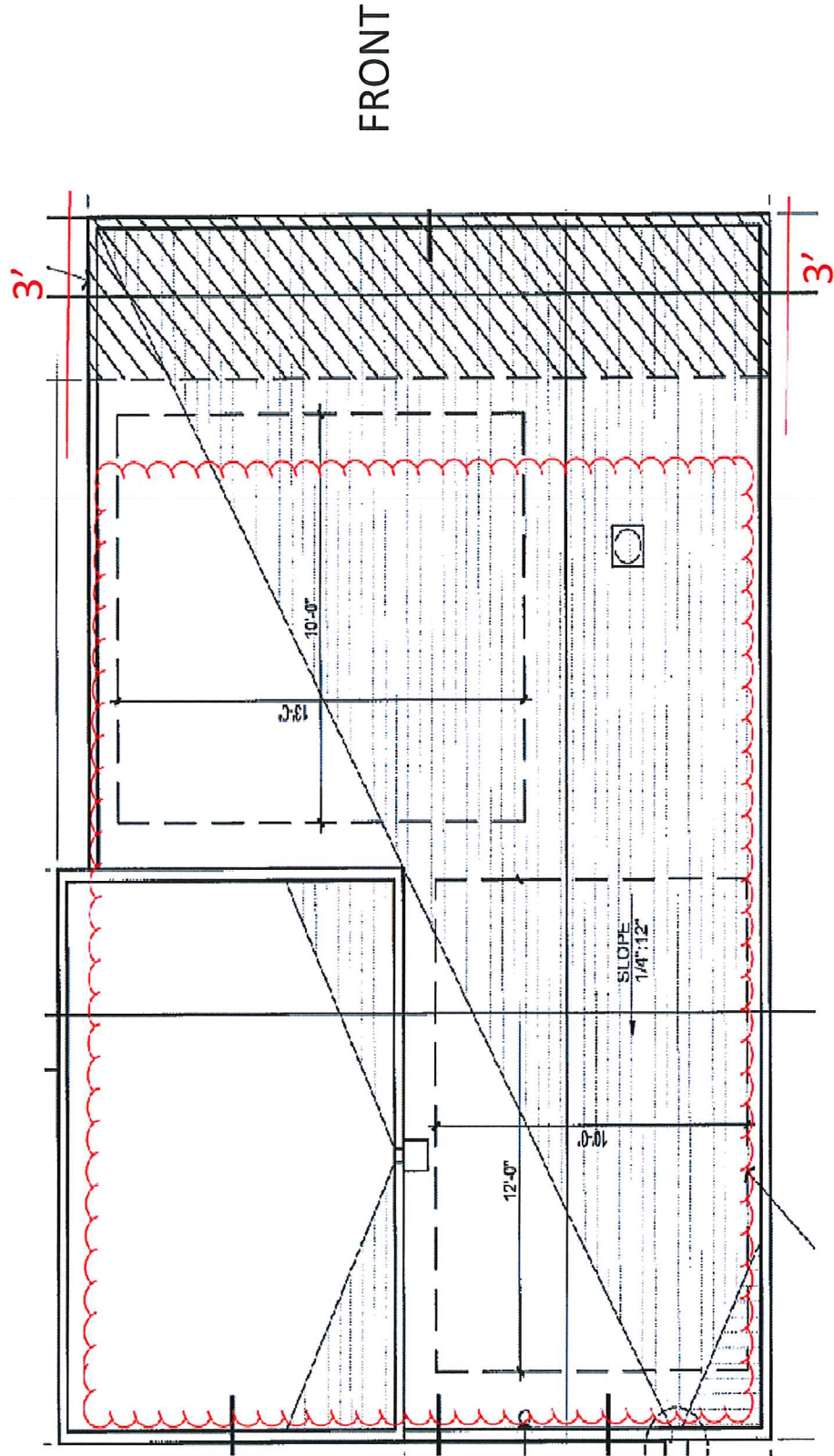
**Satellite dish or antenna wires must be painted to match the exterior of the home.**

Please send your completed form to the address below:

2775 Cahuenga Maintenance Association  
c/o Action Property Management, Inc.  
600 Wilshire Blvd., Ste. 1660  
Los Angeles, CA 90017  
800/400-2284

**2775 CAHUENGA MAINTENANCE ASSOCIATION  
INSTALLATION OF SATELLITE DISH OR ANTENNA LOCATION ON ROOF  
PRE APPROVED SATELLITE ANTENNA ROOF INSTALLATION LOCATIONS**

INSTALLATION TO BE WITHIN INSIDE PARAPET WALL OF ROOF.  
NO MOUNTING ON OUTSIDE HOUSE WALL.  
NO MOUNTING WITHIN THE FIRST 3 FEET OF HOME STRUCTURE MEASURED FROM  
FRONT HOUSE WALL.

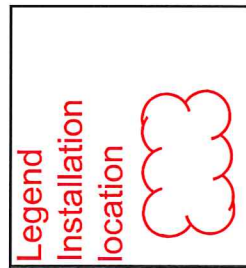
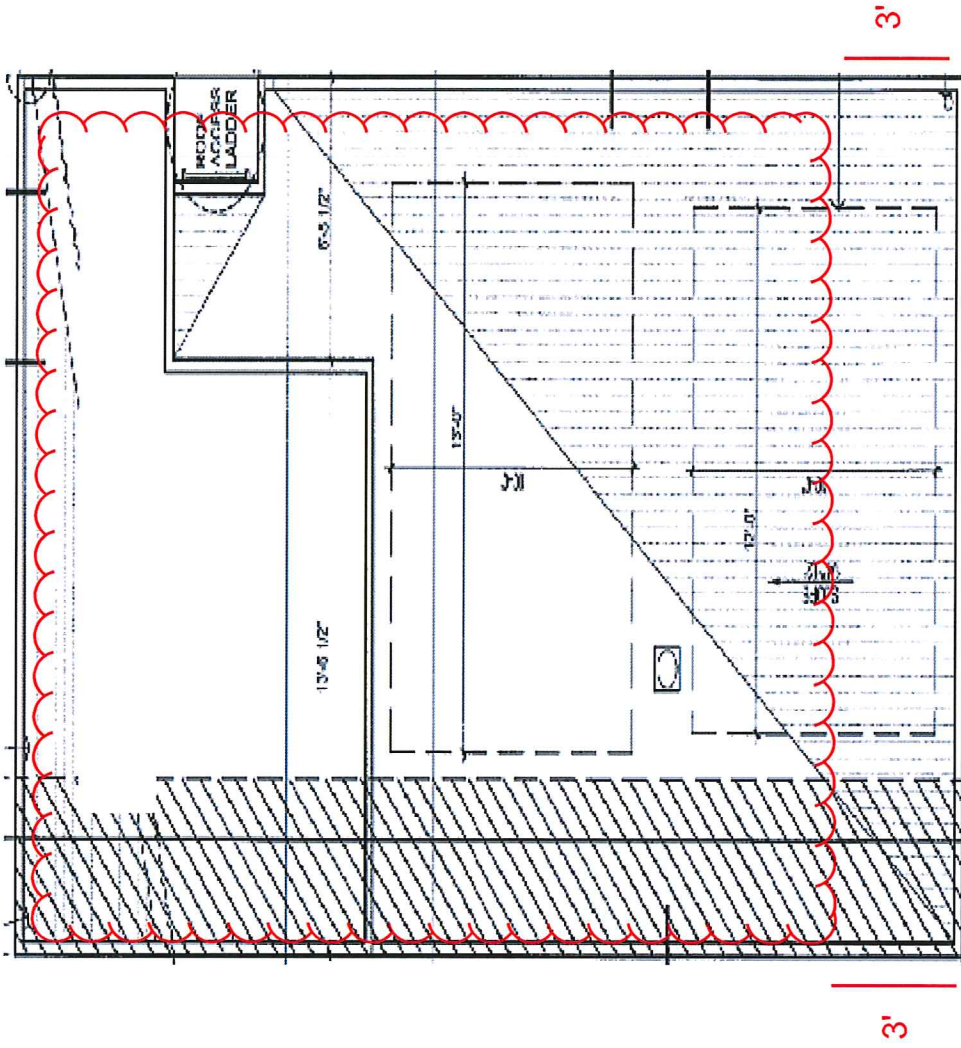


PLAN 1 NOT TO SCALE

ROOF PLAN

**2775 CAHUENGA MAINTENANCE ASSOCIATION  
INSTALLATION OF SATELLITE DISH OR ANTENNA LOCATION ON ROOF  
PRE APPROVED SATELLITE ANTENNA ROOF INSTALLATION LOCATIONS**

INSTALLATION TO BE WITHIN INSIDE PARAPET WALL OF ROOF.  
NO MOUNTING ON OUTSIDE HOUSE WALL.  
NO MOUNTING WITHIN THE FIRST 3 FEET OF HOME STRUCTURE MEASURED FROM  
FRONT HOUSE WALL.

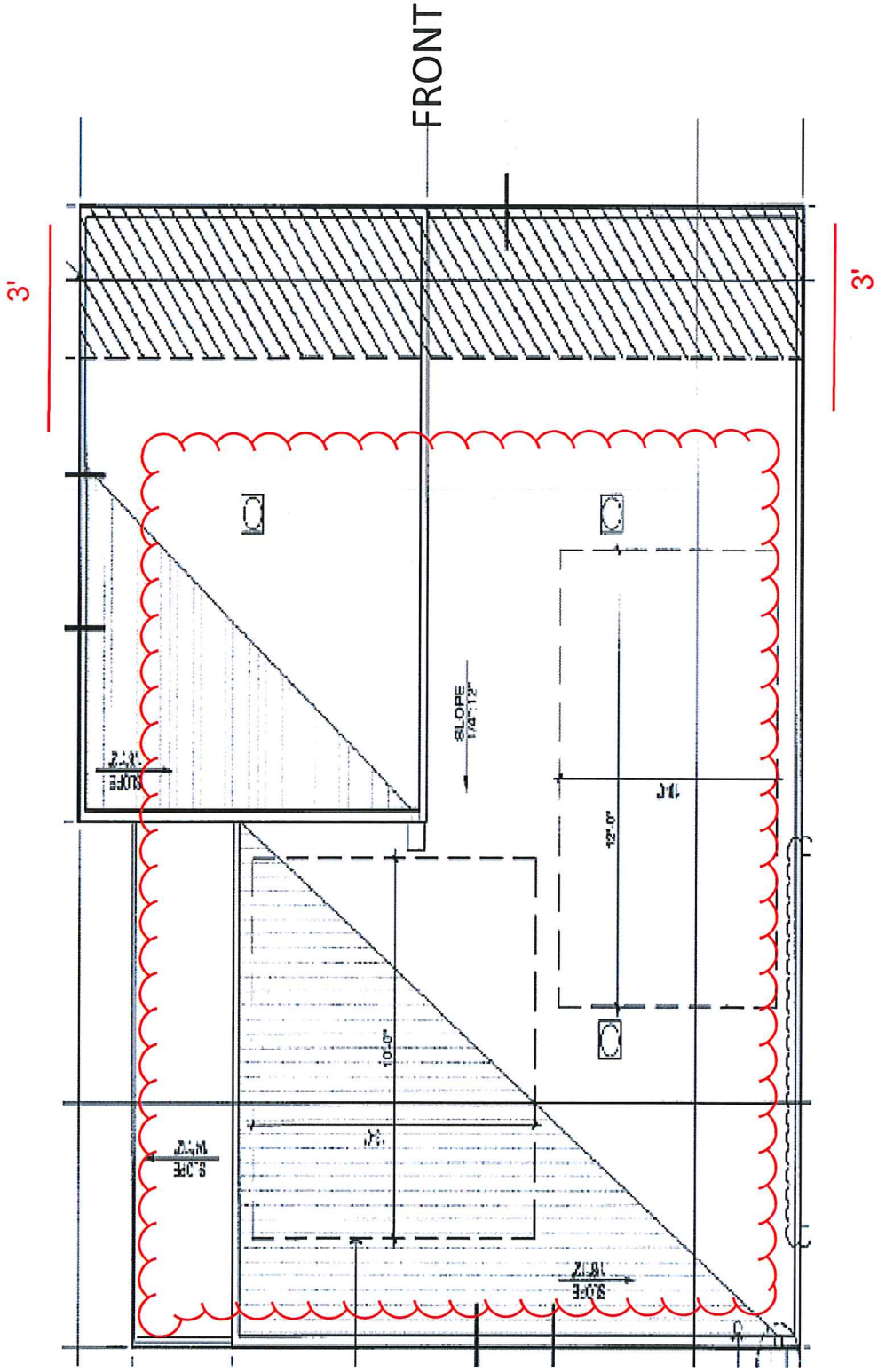


FRONT  
PLAN 2 NOT TO SCALE

ROOF PLAN

2775 CAHUENGA MAINTENANCE ASSOCIATION  
INSTALLATION OF SATELLITE DISH OR ANTENNA LOCATION ON ROOF  
PRE APPROVED SATELLITE ANTENNA ROOF INSTALLATION LOCATIONS

INSTALLATION TO BE WITHIN INSIDE PARAPET WALL OF ROOF.  
NO MOUNTING ON OUTSIDE HOUSE WALL.  
NO MOUNTING WITHIN THE FIRST 3 FEET OF HOME STRUCTURE MEASURED FROM  
FRONT HOUSE WALL.



Legend  
Installation  
location

PLAN 3 NOT TO SCALE

ROOF PLAN