

BARKER BLOCK HOMEOWNERS ASSOCIATION

**ARCHITECTURAL
GUIDELINES**

**Approved by the Board of Directors
June 2007**

ARCHITECTURAL GUIDELINES

I. 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 Barker Block. By adhering to these Guidelines, which include guidelines and standards for all improvements and sound and noise guidelines, all Owners will benefit from the beauty and enjoyment of the Barker Block Community.

Prior to making any Improvements other than painting or sealing / staining your floors, to your Residential Unit or any balcony or patio (collectively "Unit"), you must first submit a complete Architectural Application to the Architectural Committee. After receiving written approval from the Architectural Committee and complying with applicable city/governmental agencies, you may install your Improvements, or undertake your approved action. Please review these "Architectural Guidelines" prior to completing your application form to ensure your submittal is complete. In the event of a conflict between these Architectural Guidelines and the Declaration, the Declaration shall prevail.

It is recommended that you also refer to Article IV of the CC&R's 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 Property Management Company.

II. PURPOSE

These Architectural Guidelines are not intended to restrict individual creativity or personal preference, but rather to assure and preserve the value, desirability, attractiveness and architectural integrity of Barker Block.

III. SUBMITTAL OF APPLICATION FOR ARCHITECTURAL 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. The following is intended to describe some of the Improvements which require approval by the Architectural Committee. Even though a proposed Improvement may not be listed below, you should submit an application for your proposed Improvement, unless the CC&R's or Architectural Guidelines specifically exempts that particular Improvement from architectural review.

1. **Residential Units.** Architectural Committee approval is required for the following proposed Improvements to Residential Units:

- a. **Interior Improvements:** All interior Improvements to your Unit which impact or alter any part of the Common Area and any hard surface flooring require the approval of the Architectural Committee. For the purpose of these Architectural Guidelines, the term “Interior Improvements” shall include, but not be limited to:
 - Flooring (tile, marble, granite, wood, etc.)
 - Moving of non-bearing walls
 - Window coverings other than what is allowed in the CC&R’s
 - Plumbing
 - Security system
 - Permanent fixtures
 - Ceilings and columns
 - Any other Improvement (including demising walls) which may impair or alter the structural integrity of the building or the Unit.
 - Any closet or area that is built with a lid
 - b. **Electrical, HVAC/Heat and Plumbing:** New installations or changes to any originally installed electrical, HVAC/heating or plumbing of any kind require approval by the Architectural Committee.
 - c. **Entry Door Hardware:** Owners shall not remove or replace any hardware on any entry doors without the prior approval of the Architectural Committee.
2. **Patio and Balcony Furnishings.** The Board will review the types of patio furnishings solely to confirm the furnishings are aesthetically harmonious.

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

Declarant Approvals: In addition to the approvals by the Architectural Committee, any Improvements within an Owner’s Unit or the surrounding Common Area shall, for a period of ten (10) years after the date that a certificate of occupancy is issued for the last Unit in the Community, require the prior written consent of the Declarant unless the Declarant has notified the Association, in writing, that it (i) waives its consent to the particular work of Improvement, or (ii) no longer desires to exercise such right of review and approval for any future works of Improvement.

Combining Two Units: If an Owner desires to combine two units, the Architectural Committee shall not grant approval of the removal of a demising wall or floor between two (2) or more adjoining Residential Units which are owned by one (1) Owner unless: (a) Outside Consultants consisting of both an architect and structural engineer licensed in the State of California have approved the Plans and Specifications for such

Improvements, (b) such Improvements do not adversely impact the structural integrity of the Community, do not contain any common utilities, and do not affect any other Residential Units, and (c) the Plans and Specifications are otherwise in conformance with the requirements of the Declaration and these Architectural Guidelines.

IV. ARCHITECTURAL REVIEW SUBMITTAL REQUIREMENTS

Send requests to:

Barker Block Homeowners Association
Management Office
530 S. Hewitt Street
Los Angeles, CA 90013
Telephone: (213) 473-0079

V. ARCHITECTURAL REVIEW PROCESS AND PROCEDURES

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

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 Property Management Company acknowledges receipt of the Submittal Package in writing.

Submittal Package: In order to expedite the approval process, the Submittal Package for any Improvements (other than window coverings) must include three (3) sets of each of the following:

- Home Improvement Form
- 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
- Floor plans, if an Owner is requesting permission to remove or relocate a wall
- Description of materials and colors and material samples
- A proposed construction schedule (including proposed start and completion dates)
- Certificates of insurance (including contractors exclusions and proof of valid workers compensation insurance)
- Permits and licenses, if applicable
- An Application Processing Fee in an amount established by the Architectural Committee on its fee schedule. Please obtain a copy of the fee schedule from the Property Management Company.

- Names, addresses and phone numbers of all contractors and subcontractors who will work on the project.

The Architectural Committee will not be able to review your application unless all required plans, forms, fees and information for your proposed Improvement(s) are included in your Submittal Package.

Submittal Package for Window Coverings: For window coverings, the Owner shall submit one (1) copy of a picture and samples of proposed fabrics.

Submittal Package Review Fees:

1. **Application Processing Fee:** In the event the Association does not establish an Architectural Committee, each Owner must pay an application processing fee in an amount established by the Board of Directors (“Application Processing Fee”). The Application Processing Fee is payable to Barker Block Homeowners Association.

2. **Outside Consultant Fee:** The Architectural Committee may also require an Owner to pay any fees, costs or expenses associated with the review and approval of the Owner’s Plans and Specifications by an Outside Consultant or any costs associated with the review of the Plans and Specifications by an architect on the Architectural Committee, if any. Any structural improvements must be approved by a licensed architect, sound engineer and any other person reasonably required to evaluate the design. Any additional fees will be presented to Owner prior to the work being done.

3. **Additional Fees:** Additional fees 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 Property Management Company and you will be required to submit the additional fee(s) within ten (10) days of the request.

Review of Application: The Property Management Company shall, on 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, the Property Management Company will forward the Submittal Package to the Architectural Committee. The Property Management Company may determine and notify the Owner that, based upon the proposed Improvements or the complexity of the proposed Improvements, additional review fees will be required. The Submittal Package will not be submitted to the Architectural Committee 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 Unit Owner for completion prior to review by the Architectural Committee. The Submittal Package may be deemed complete by the Owner unless the Owner is informed otherwise by the Property Management Company, within ten (10) days after delivery to the Property Management Company.

The Architectural Committee will review the Submittal Package and will provide written notification of approval, approval with conditions, or disapproval of the proposed modifications to the Property Management Company. The Property Management Company will then provide written notice of the actions taken by the Architectural Committee within sixty (60) days from the receipt of the Submittal Package along with one (1) set of the Submittal Package, appropriately marked with the Architectural Committee's action. If an Owner fails to receive notice of the action by the Architectural Committee within the sixty (60) day period, then the Owner shall presume the Architectural Committee approved the specific matters as to which approval was sought in the submission.

If an Owner's proposal is not approved, or returned as incomplete, a revised Submittal Package may be submitted. Provided the re-submittal is prompt, and does not constitute a substantially revised proposal, the Architectural Committee will attempt to review the re-submitted application within the initial sixty (60) day period.

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 construction schedule.

VI. GENERAL CONDITIONS

Approval by the Architectural Committee does not constitute waiver of the requirements of any governmental agencies. Architectural approval of plans does not constitute acceptance of any technical or engineering specifications, and the Barker Block Homeowners 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 and engineering matters are the responsibility of the Owner. In addition to the restrictions set forth in the CC&R's and Architectural Guidelines, each Owner shall also comply with the following restrictions and guidelines.

1. **Building Permits:** Building permits may be required for certain Improvements or changes. The applicant shall obtain Architectural Committee approval of any Improvements requiring a building permit prior to requesting such permit from the City.
2. **Damage to Common Area and/or Association Property:** An Owner shall be responsible for any damage to the Common Area and/or Association Property. All applicable charges for restoration will be charged back to the Owner by the Barker Block Homeowners Association and are due and payable within thirty (30) days from notification to the Owner.
3. **Effect of Approval:** Approval of plans is not authorization to precede with Improvements on any property other than the Unit owned by the applicant.

4. **Building Code Requirements:** It shall be the responsibility of the Owner to ensure that proposed modifications shall be consistent with applicable building code requirements. No Improvements will be permitted that could impair the structural integrity or mechanical systems of the Community, or lessen the support of any portion of the Community.
5. **Zoning.** All uses shall be in conformity with the zoning ordinances of the City.
6. **Structural Alterations.** No structural alterations to the interior of or Common Area surrounding any Unit shall be made and no plumbing, electrical or other work which would result in the penetration of the unfinished surfaces of the ceilings, walls or floors shall be performed by any Owner without the prior written consent of the Architectural Committee.
7. **Mechanic's Liens.** No Owner may cause or permit any mechanic's lien to be filed against the Community for labor or materials alleged to have been furnished or delivered to the Community or any Condominium 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 Architectural Committee. If any Owner fails to remove such mechanic's lien, the Architectural Committee may, discharge the lien and charge the Owner a Special Assessment for such cost of discharge.
8. **Concrete Walls or Slabs.** No Owner shall drill, penetrate or otherwise tamper with the concrete or other structural components of the Community, including the Exclusive Use Balcony Areas and Exclusive Use Patio Areas.

VII. REQUIREMENTS FOR CONTRACTORS, SUBCONTRACTORS AND ANY OTHER WORK

Insurance and Contractor's License: Each Owner shall ensure that all contractors, subcontractors, or any other person or entity who/which performs work on or within the Community, shall provide proof of insurance, proof of valid workers compensation insurance, a California State Contractors License (if applicable) and a Los Angeles Business License (if applicable) to the Architectural Committee. The Association shall be named as an additional insured on the Certificates of Insurance for the period of time the work is in progress.

Registration of Work: All contractors, subcontractors, or any other persons who perform work on or within the Community, shall provide prior notice to the Property Management Company. A representative of the Property Management Company has the right to accompany the person or persons performing the work and take photographs of the condition of the Common Area or Association Property prior to the commencement of the work and after completion of the work.

Damage: Any damage caused by contractors or sub-contractors to any Common Areas, Association Property or Units is the Owner's responsibility. Any damage must be reported immediately to the Property Management office. The Owner will be held liable for the actions of his/her contractors, subcontractors and/or workers and the Owner will be responsible for any costs of repair incurred by the Association.

Protecting Floor Areas and Elevators: The service elevator must be protected with padding during any work by an Owner which could damage the interior of the elevator. The protective coverings must be removed by 6:00 P.M. each day.

Trash and Debris: All trash and debris must be carried off-site on a daily basis. Contractors may use the trash dumpsters only with the permission of the Property Management Company, and will be charged a fee for placing construction materials in the dumpster.

Electrical and Plumbing: All electrical and plumbing work must be performed by a contractor licensed in the State of California in accordance with authorized Plans and Specifications. All plumbing must be properly insulated for sound and must be isolated from walls, studs, joists, ceilings and flooring.

Utility Shutdowns. Any plan to temporarily disconnect for any reason a Unit's utilities must occur on a date coordinated with the Property Management Company at least seven (7) days prior to the proposed date for interruption of utility service. If any Property Management Company or Association staff is used, the Owner must pay all expenses (including overtime) when using such services.

Working Hours: Unless otherwise approved by the Association Board of Directors, working hours for any Improvements are limited to Monday through Friday, 8:00 a.m. to 5:00 p.m. No work is allowed on weekends or on the following holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas Day. Workers may access the Community thirty minutes before the applicable "Working Hours," but may not make any disruptive noise until "Working Hours" begin. Painting that does not disrupt others and work that does not create disturbing noise, vibrations or odors is not subject to the "Working Hours" limitation.

Conduct by Workers: Workers shall exhibit proper behavior consistent with the terms of these Architectural Guidelines, and shall show respect towards other Residents of the Project. Workers are not allowed to bring their pets within the Community and will be denied entry if they have a pet with them. Workers are prohibited from creating noise nuisance unrelated to the construction work. Workers are also prohibited from eating meals or taking breaks on the grounds in the Association Property. Workers must perform work such as carpet cutting and tile cutting in an area designated by the Property Management Company. All workers must wear shoes, pants or shorts and shirts with sleeves in the Community at all times.

Stopping Work: The Association has the right to stop any work that is in violation of these Guidelines, creates a fire or safety hazard, or interferes with activities in the Association Property.

Fire Safety Devices: No one shall remove any permanent smoke detectors, sprinklers, security speakers or fire safety devices anywhere in or about a Unit, the Common Area or the Association Property. If spray paint, sanding, or any other work that could potentially set off the smoke detectors or fire sprinklers will be performed, it is permissible to cover smoke detectors and/or fire sprinklers with plastic (and no other material), but the plastic **must be removed at the end of the each day. A fine of \$500 will be charged for each smoke detector or fire sprinkler left covered overnight.** Arrangement with the Association c/o the Property Management Company needs to be made in order to cover and protect smoke detectors located in the Common Area corridors adjacent to the Unit. Fire exits may not be blocked at any time. Any structural addition that has a lid must have sprinkler access.

Equipment: Contractors must use their own equipment. The use of Common Area electricity facilities, and Association tools and equipment is prohibited. Workers are also prohibited from using their equipment in the parking areas or garage or other Common Area. The Association is not responsible for the disappearance of any tools, equipment or materials left in the Common Area or Association Property.

Minimizing Dirt, Etc.: The front door of each Unit must be kept closed during construction in order to contain dust, dirt, noise, paint fumes, etc.

Owner Responsibility: Each Owner is responsible for any violations by such Owner's contractor or subcontractors of the Architectural Guidelines, the Rules and Regulations and the CC&R's.

VIII. COMPLIANCE WITH REQUIRED PROCEDURES

If any architectural change is made without the approval by the Architectural Committee or any violation of the Architectural Guidelines occurs, the Architectural Committee may deliver written notice of violation to the Owner. The violation notice shall specify a time period for removal of the non-conforming Improvement which the Architectural Committee reasonably determines is necessary to remove the non-conforming Improvement. The Unit Owner shall, upon receipt of the violation notice remove the non-conforming Improvement within the time period specified in the Violation notice or make an appeal to the Architectural Committee in writing (if an Architectural Committee is formed, violation notice appeals should still be made to the Architectural Committee). If an Owner fails to file an appeal within fifteen (15) days of the receipt of the notice of violation, the Owner shall have waived any right to appeal.

Upon receipt of a written appeal, the Architectural Committee shall, if there is a fine schedule adopted by the Architectural Committee, state the enforcement of the fine or imposition of any further fines until an appeal hearing has been concluded. Within thirty (30) days of a request for a hearing, the Architectural Committee shall schedule an appeal at a time and date to be determined by the Architectural Committee. The appeal hearing shall be conducted in an informal manner and the Unit Owner shall have the opportunity to present any information or evidence to have the fine excused or mitigated. The decision of the Architectural Committee shall be final.

IX. DISAPPROVAL BY THE ARCHITECTURAL COMMITTEE (APPEAL)

If the Architectural Committee is appointed and the Architectural Committee disapproves any application or approves any application with conditions, the party or parties making such application may appeal in writing to the Board of Directors. The Board of Directors must receive the written request for appeal not more than fifteen (15) days following the disapproval decision of the Architectural Committee. Within forty-five (45) days following receipt of the written request for appeal, the Board of Directors shall render its written decision. The failure of the Board of Directors to render a decision within the forty (45) day period shall be deemed a decision against the appellant. The decision of the Architectural Committee shall be binding and final.

X. INSPECTION AND CORRECTION OF WORK

Right of Inspection During Course of Construction: The Architectural Committee or its duly authorized representative may enter into any Unit 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, the contractor's guidelines and applicable governmental rules and regulations.

The Architectural Committee may not enter into a Unit without obtaining the prior permission of the Owner or occupant of such Unit; provided, however, that such permission shall not be unreasonably withheld and shall be given for entry by the Architectural Committee during the daylight hours within forty-eight (48) hours of the request for entry.

Notice of Completion: Upon 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 thereof to the Architectural Committee.

Inspection: Within a reasonable period thereafter, the Architectural Committee, or its duly authorized representative, shall have the right to enter into Unit, as provided in Article IV, Section 4.8 of the CC&R's, 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 specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance.

XI. ARCHITECTURAL STANDARDS

The standards set forth below shall apply to the Improvements within the Community. These standards are in addition to the standards set forth in the Rules and Regulations and the other Governing Documents.

XII. STANDARDS APPLICABLE TO ALL UNITS

Drainage

There shall be no interference with the established drainage patterns, level, or grade over any Unit, Common Area or Association Property unless an adequate alternative provision is made for proper drainage and written approval is obtained from the Architectural Committee. The installation of any tile or other flooring material on balconies or patios is strictly forbidden as it will interfere with proper drainage.

Lighting (Exterior)

No exterior electrical, gas or other artificial exterior lighting shall be installed (including holiday lights), other than lighting initially installed by Declarant.

Water Supply Systems

No individual water supply or water softener system shall be permitted in any Unit unless such system is designed, located, constructed and equipped in accordance with the requirements, standards, and recommendations of any applicable water utility, the City or County, and all other applicable governmental authorities.

Window Coverings and Treatment

Submittal Requirements:

Except for tinting that is part of the original construction of the building, window tinting is prohibited.

Guidelines:

1. All window coverings shall be of a white color or must be lined with white colored materials, and must be maintained in a neat and attractive manner. Window coverings may only consist of curtains, drapes, shades, shutters or blinds. Aluminum foils or other reflective materials, bed sheets, papers, and the like may not be applied to windows, at any time; per CC&R's Article, VIII, Section 8.23.
2. Exterior wrought iron or metal bars are prohibited.
3. Exterior screen doors must be approved by the Architectural Committee.

XIII. STANDARDS APPLICABLE TO RESIDENTIAL UNITS

Balconies and Patios

1. Outdoor furniture: Patio furniture and other similar outdoor furnishings must be in good condition.

These furnishings must be equipped with protective leg caps or other devices to prevent damage to the floor of the Exclusive Use Balcony Area and Exclusive Use Patio Areas. Additionally, none of these furnishings or other Improvement shall be nailed, bolted, or otherwise attached to the floor, walls, or any other portion of the Exclusive Use Balcony Area and Exclusive Use Patio Areas

2. Plants: Vegetation that extends beyond the railings, fences, walls and/or other boundaries of an Exclusive Use Balcony Area or Exclusive Use Patio Area is prohibited.
3. Awnings, Etc.: Awnings, ornamental screens, and sunshades shall not be permitted on any structure or elsewhere within the Community except those that are installed in accordance with the original construction of the Community or as authorized or approved by the Architectural Committee.

Barbecues

Barbeques may not be used or affixed to any surface within an Exclusive Use Balcony Area or Exclusive Use Patio Area.

Structural Load Changes

Any modifications to a Unit that might increase such load of a Unit's floor must be approved by a structural engineer and the Architectural Committee. These items include, without limitation, changes in flooring (i.e., installation of ceramic tile, marble, granite, hard wood, etc.) and the placement of pool tables, pianos, potted plants or trees, and aquariums.

Flooring

Submittal Requirements:

Owner may seal or stain concrete floors without going through architectural process however proper ventilation is required. Except for those floors installed by Declarant, no Residential Owner shall install flooring (including without limitation tile or hardwood floors) or replace any flooring unless the prior approval of the Architectural Committee has been obtained. Installation of such sound control underlayment system shall include provisions for a perimeter insulation material which will ensure that impact noises are not transmitted into the Residential Units below the floor either directly through the floor or by going around the floor and through the surrounding walls.

Guidelines:

1. STC and impact insulation class will be approximately 57 for carpet and pad.
2. STC and impact insulation class will be a minimum of 55 for wood or tile.
3. All floor areas within a Unit shall be covered with materials designed to minimize noise transmission. The installation of carpet must also include the installation of padding if the Unit is situated on any floor above any other Units or any Common Areas.

Additional Requirements for Hard Surface FlooringSubmittal Requirements:

The Owner of any Residential Unit wishing to install a hard surface floor must submit to the Architectural Committee the following:

- a. A construction drawing clearly indicating the type of flooring to be installed and the underlayment to be provided to mitigate against impact noises such as footfalls. The drawing must clearly identify all materials, their composition and thickness.
- b. A plan view drawing of the hard surface flooring area indicating the location of all adjacent partitions, cabinets, etc., with referenced details indicating the method of isolating the hard surface flooring along the entire perimeter.
- c. A copy of the installation instructions from the acoustical floor underlayment manufacturer.
- d. The name, qualifications, and experience of the contractor who will install the hard surface flooring and acoustical underlayment with a listing of his experience in the installation of floors utilizing impact insulation materials.
- e. The proposed individual(s) who will oversee the installation in order to verify that the installation is in accordance with the manufacturer's requirements.

Sound Attenuation

In any multi-family dwelling, sound may be audible between units, particularly where the sound level of the source is sufficiently high and the background noise in an adjacent Unit is very low. Each Owner shall endeavor to minimize any noise transmission from his or her Unit.

Guidelines:

1. In your homeowner manual as well as your sales disclosures, you will note all different wall material types. No penetrations of any sort shall be made in the ceiling

of any Unit. Acoustical sealant shall be packed around all holes made by nails or screws when hanging items from the wall.

2. No modifications shall be made to any Residential Unit which would result in a reduction in the minimum impact insulation class of the Unit.
3. Speakers for music reproduction, television and other audio-visual devices shall not be supported from or contact demising walls and shall be elevated from the floor by a proper acoustic platform.
4. Pianos, if applicable, shall have at least ½ inch neoprene pads under the supports to minimize vibration transmission into the structure.
5. All furniture should contain rubber castors or felt pads to minimize noise and vibration.

XIV. SIGNS—RESIDENTIAL UNITS

Requirements: No sign or advertising device shall be displayed on or in a Residential Condominium which is visible from the exterior of the Residential Condominium, except the following:

Guidelines:

1. If permitted by applicable law each Unit may have no more than one (1) for sale or lease sign that is no larger than eighteen inches (18”) by twenty-four inches (24”) in size, and shall be of a color and style authorized by the Architectural Committee.
2. Non-retail signs permitted by law.
3. Any other sign or display authorized by the Architectural Committee.

XV. UNIT ALTERATION AUTHORIZATION REQUEST

Prior to the commencement of any addition, alteration, construction work or other improvements, Owners must submit an application to the Architectural Committee for approval of such work in accordance with the procedures set forth above. Additional requirements, if applicable, shall at a minimum include the following prior to the commencement of any Unit alterations:

1. Provide the Association with a Certificate of Insurance for all contractors that will be doing work in the building.
2. Provide the Association with a copy of any approved building and other permits.
3. Provide the Association with a complete schedule for remodeling.

4. Deliver to the Association a deposit if required, in the required amount stated.

I, _____, legal owner of Unit #_____, understand that I am responsible for my worker’s actions and any damages to the Common Area while the workers are in the building.

I have deposited with the Association, through Management, a check in the amount of \$_____. I understand that this sum may be fully refunded, that fines, costs and other charges may be applied to the deposit, or that I may be subject to an additional assessment if the deposit is insufficient to reimburse the Association for its costs and expenses arising from or relating to my work of improvement. I understand that an accounting of my security deposit shall be made upon completion of such work of improvement in accordance with these Standards.

I further understand that these Architectural Guidelines are solely for the purpose of assisting in my construction project and are not inclusive of all Association policies and rules which might apply from time to time. Although certain building plans may be made available to me by the Association I assume full responsibility to verify any items on the plans which might affect my modifications.

I also understand that the Association, through the Architectural Committee or its agent, has a right to inspect the premises at any time during normal business hours.

I 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 Office of the Association in a timely manner.

Unit Owner

Date

XVI. INDEMNITY AND HOLD HARMLESS AGREEMENT

This Agreement is made this _____ day of _____ in the City of Los Angeles, County of Los Angeles, State of California between _____ and _____, hereinafter referred to as Indemnitors and Barker Block Homeowners Association, 510 Hewitt Street, Los Angeles, CA 90013 hereinafter referred to as Barker Block.

Indemnitors seek to perform certain work of improvement more particularly described as:

_____ upon the premises managed, maintained and operated by Barker Block Homeowners Association.

Indemnitors jointly and severally undertake to defend, hold harmless and indemnify Barker Block from and against any and all liability, loses, expenses, judgments or damages Barker Block may suffer as a result of claims, costs or judgments against Barker Block, arising out of Indemnitor’s work of improvement, including any and all actions and omissions of Indemnitor’s agents, independent contractors and/or employees.

In the event Barker Block incurs any expenses, or becomes obligated to pay any attorneys' fees or court costs, as a result of any claims or demands arising out of Indemnitor's work of improvement, Indemnitors agree to reimburse Barker Block for such expenses, attorney fees or costs within a reasonable time, in no event to exceed 30 days, after receiving written notice from Barker Block of the incurring of such expenses, attorney fees or costs.

Indemnitors shall pay Barker Block interest at the legal rate on all expenses or costs reasonably incurred by Barker Block in the enforcement of this indemnity contract, and of any sums Barker Block may pay as a result of claims, demands, costs or judgments with respect to the subject matter of this agreement, from which the date such sums are actually paid.

Indemnitors and each of them represent and warrant that all work shall be performed by persons licensed by the State of California. Prior to commencement of any work evidence of license shall be furnished to Barker Block.

In the event Barker Block incurs any expenses or becomes obligated to pay any attorneys' fees or court costs arising from, resulting from, or relating to any claims, demands or liability arising out of Indemnitor's work or improvement, Indemnitors agree to indemnify and reimburse Barker Block for such expenses, attorneys' fees or costs within a reasonable time, but in no event to exceed thirty (30) days from the receipt of a written demand for indemnity from Barker Block.

Barker Block shall give Indemnitors at least fifteen (15) days' written notice of any claim covered by the Agreement. Barker Block shall not be obligated to tender the defense to Indemnitors and may settle any claim without Indemnitors' obligation to reimburse or indemnify Barker Block for any settlement sum or other charge, cost, fees or expense paid in advance by Barker Block. The Terms of this Indemnity Agreement shall bind and inure to the benefit of the parties and their heirs, legal representatives, successors and assigns.

Unit Owner

Date

IMPROVEMENT APPLICATION SUBMITTAL CHECKLIST:

Submittal Package: In order to expedite the approval process, the Submittal Package for any Improvements (other than patio furnishings and window coverings) must include the following:

- Remodeling Application
- Plans and specifications showing the location, nature, kind, shape, height, weight and materials, including the color and any other requirements set forth in the Architectural Guidelines (“Plans and Specifications”), clearly indicating all proposed modifications (**three (3) sets** of each plan sheet)
- Floor plans, if an Owner is requesting permission to remove or relocate a wall
- Description of materials and colors
- A proposed construction schedule (including proposed start and completion dates)
- Certificates of insurance (including contractors exclusions and proof of valid workers compensation insurance). The Association shall be named as an additional insured on the Certificates of Insurance for the period of time the work is in progress. Article VIII, Section 8.5.5 of the CC&R’s.
- Permits and licenses, if applicable
- Names, addresses and phone numbers of all contractor's and subcontractors who will work on the project.

PLEASE REVIEW THE ARCHITECTURAL GUIDELINES FOR ANY ADDITIONAL REQUIREMENTS OR INFORMATION.

The Architectural Committee will not be able to review your application unless all required plans, forms and information for your proposed Improvement(s) are included in your Submittal Package.

**BARKER BLOCK HOMEOWNERS ASSOCIATION
REMODELING APPLICATION**

RETURN FORM TO:

Barker Block Homeowners Association
Management Office
530 S. Hewitt Street
Los Angeles, CA 90013

Date: _____

Unit #: _____

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:

Phone numbers: _____

State License Number: _____

Name and company name of designer:

Phone numbers: _____

Name of other important contacts for this Project and phone numbers:

Briefly describe proposed improvements:

Proposed Start Date: _____

Estimated Date of Completion: _____

Owner's Signature:

(1) _____ (2) _____

Date: _____ Date: _____

FOR OFFICE USE ONLY

Date Received: _____

Date Approved: _____

Date Letter of Approval Sent: _____

Insurance Received for Contractor: _____ Expiration Dates: _____