



THE VILLAGE CONDOMINIUM OWNERS ASSOCIATION  
610-696 THE VILLAGE  
REDONDO BEACH CALIFORNIA 90277

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## The Village Condominium Owners Association Architectural Approval Agreement

The Village COA has adopted written procedures for reviewing proposed architectural changes to a unit as outlined in the Association's *Rules and Regulations, 10, Architectural and Alterations*, adopted June 28, 2007. These are the Association's policies and procedures for owners to formally request alterations, modifications and improvements to an owner's property and exclusive use common areas.

Recently the Board reviewed and made some minor changes to the Architectural Approval Agreement form which must be completed by owners requesting architectural modifications to their units. The form must be completed and submitted to the Board for review and approval or denial **prior** to the commencement of any work, construction or modification to an owner's unit.

Prior to the commencement of any work, a completed copy of the enclosed Architectural Approval Agreement and a description of the requested modification(s) must be sent via email to both people shown below.

**The Village Association Manager**

Martha Olvera  
Horizon Property Management  
21535 Hawthorne Boulevard, Suite 530  
Torrance, CA 90503  
Voice: 310-543-1995  
FAX: 310-543-5578  
Email: martha@horizonmgmt.com

**Onsite Manager**

David Diers  
The Village Condominiums  
640 The Village P2 (Lower Garage)  
Redondo Beach, CA 90277  
Voice: 310-379-0198  
FAX: 310-379-7918  
Email: service@thevillagecoa.com

If owners have any questions regarding the architectural change procedure or the Architectural Approval Agreement, please call Martha or her assistant Heather at Horizon Management Company at 310-543-1995. For technical questions regarding the architectural modification, please call David at 310-379-0198.

Please note that the Board serves as the Architecture Committee and will review all requests at board meetings which are generally held on the third Wednesday of each month. It would also be helpful for the board to have as much detail as possible regarding owners' requests, such as pictures of the proposed modification/alteration; the proposed materials that will be used; owner's contractor's specifications for the work proposed; and contractor's contact information, license and proof of insurance, etc.

It is recommended that owners refer to the Association's *Rules and Regulations, 10, Architectural and Alterations*, adopted June 28, 2007 prior to making their requests so that owners are clear about the Association's guidelines for modification requests and restrictions including certain modifications that without exception would not be approved.

Thank you,  
The Village COA Board of Directors  
September 2, 2015

## ARCHITECTURAL APPROVAL AGREEMENT

This Architectural Approval Agreement (the "Agreement"), effective as of the date of execution, set forth below is made by and between The Village Condominium Owners Association, a California non-profit corporation (the "Association") and \_\_\_\_\_, an individual (the "Owner").

### RECITALS

- A. Owner is the record owner of the following residence which is located within the Association" \_\_\_\_\_ (the "Unit"), which is subject to and bound by this Agreement.
- B. The Unit is bound by and subject to the Association's governing documents, which includes, without limitation, the Declaration of Covenants, Conditions and Restrictions recorded on June 8, 1973, including any amendments (collectively, the "CC&Rs") and the Rules and Restrictions.
- C. Owner desires to construct an alteration, modification, change, or improvement to the Unit which is more particularly described on the attached Exhibit "A" to this Agreement (the "Alteration") which is incorporated by reference and made a part of this Agreement.
- D. Prior to Owner commencing construction of their Alteration, they must first receive the Association's written approval for same. Owner understands that his/her submission of this Agreement does not qualify or constitute receipt of the Association's approval of the Alteration.
- E. The proposed start date for the Alteration is set for \_\_\_\_\_ and the proposed completion date is \_\_\_\_\_.

NOW, THEREFORE, in consideration of the terms, conditions, and promises below, as well as based on the Recitals outlined above, the parties agree as follows:

### TERMS & CONDITIONS

(1) The Alteration shall not deviate from the plans and specifications without express written approval of the Association. If any improvements, additions, alterations or modifications are different from those approved by the Association under this Agreement, such improvements, additions, alterations, or modifications shall be deemed disapproved and the Owner shall promptly correct the non-conforming items.

(2) Owner shall comply with all applicable laws, ordinances, rules and regulations, as well as any orders of public agencies having jurisdiction over the work. Owner agrees that any Alteration that requires issuance of a building permit shall be submitted by Owner to the appropriate governmental entity for review and approval. In the event of a conflict between the conditions of approval imposed by the governmental entity and the Association, the more restrictive conditions shall control.

(3) Owner shall, at all times and at Owner's sole cost and expense, maintain (i) a workers' compensation policy covering any individual performing work in connection with the Alteration and (ii) a general liability insurance policy covering person and property, including the Unit, the Association, and the Alteration, in an amount both in an amount of at least \$1,000,000 by a carrier qualified to do business within the State of California. Owner agrees to provide the

Association with a certificate of insurance or other evidence of coverage. The required insurance coverages shall include an endorsement that covers any claims made at a multi-family residential dwelling and shall name the Association as an additional insured under such policies.

(4) Owner shall insure that the Alteration is undertaken with the least amount of disruption to the community, and shall not cause or permit undue noise or deposit of debris nor impede the flow of traffic. Owner's contractors must carry all trash and debris off-site and shall not use the Association's trash receptacles. Owner agrees to ensure any work performed is within the days and hours permitted by the Association's Rules and understands that work performed outside such approved hours is strictly prohibited.

(5) Contractors may only park in designated guest parking areas and are required to follow the Association's parking rules at all times. The Owner may be subject to monetary penalties for violations of the Association's parking rules.

(6) Contractors must use their own equipment. No equipment which is the Association's may be used at any time.

(7) All common area doors are to remain closed and locked at all time. Owner's contractors shall take reasonable steps to ensure they uphold the building's security.

(8) All work must be done inside the Unit. Workers cannot set up equipment in the Association's common areas including any hallways or walkways. Equipment cannot be stored overnight in the common areas, including any hallways or walkways. All doors to the Unit must be kept closed during the construction process.

(9) Workers are prohibited from playing radios and creating other noise nuisances unrelated to the construction of the Alteration. Workers are also prohibited from eating meals and taking breaks in the Association's common areas.

(10) Owner agrees to promptly reimburse the Association, after being provided notice and a hearing, for any damages or costs of repair the Association incurs as a result of Owner's construction of the Alteration.

(11) Owner agrees and understands approval of Alteration by the Association signifies only a general conformance with the architectural standards and not with any Building and Safety Codes, applicable laws or statutes, or construction best practices. Owner agrees and further understands approval of the Alteration by the Association is not based on and does not reflect an approval of its engineering design, compliance with building codes, or other safety specifications. The Association's approval of the Alteration, if any, does not absolve Owner of the responsibility for ensuring it's compliant with all applicable fire and buildings codes, any ordinances, specifications, or laws.

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

Owner's receipt of the Association's approval for the Alteration, Owner agrees to indemnify, defend, and hold harmless the Association, its members, officers, directors, employees, and agents in connection with any damage, including property damage or personal injury, arising out of the installation, construction, maintenance, or operation of Owner's Alteration. If it is the express intention of the parties that should Owner's Alteration cause damage to person or property, in the Unit or elsewhere throughout the Association, then upon a reasonable showing demonstrating and evidencing same, the Owner (including their successors in interest) shall be wholly responsible for the repairs, replacements, and damages caused thereby.

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

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

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

(16) At the Association's sole discretion, the Association may retain a consultant to review Owner's plans and specifications for the Alteration, but is not obligated to do so. Owner agrees to promptly reimburse the Association's consultant and review costs.

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

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

(19) The Association shall be entitled, but not obligated, to periodically inspect the Alteration, upon prior request to the Owner (telephonic is ok), during the hours between 9:00a.m. to 5:00p.m., on a weekday, to insure its compliance with this Agreement. In the event the Association is unable to reach Owner to give notice on its first attempt, the Association shall make a second attempt within the same business day. In the event the Association is unable to reach Owner on the second attempt, the Association may proceed with the inspection. The Association may at its own discretion be accompanied by a consultant.

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

(21) This Agreement may be signed in counterparts, all of which such counterparts shall be deemed an original, and all of which together shall constitute one and the same instrument.

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

(23) The language of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against any party.

(24) The parties represent and agree they intend for this Agreement to be legal and enforceable in its entirety. The parties further agree that, to the extent any portion of this Agreement may be held invalid or deemed legally unenforceable, then the remaining portions of the Agreement shall not be affected and shall be given full force and effect.

(25) This Agreement is the entire agreement between the parties and fully supersedes any and all prior agreements and understandings between the parties pertaining to the subject matter of this Agreement. Any changes to this Agreement must be in writing and signed by the Owner and an officer of the Association.

(26) This Agreement is made and entered into in the State of California and shall in all respects be interpreted and governed under the law of the state.

(27) The parties signing this Agreement represent and warrant that they have full and complete authority to enter into this Agreement, on the terms listed herein, and that no additional parties' consents or approvals are required to bind the parties to the Agreement.

(28) The failure of either party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver by that party to insist upon strict adherence to that term at a future date.

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

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

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

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

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

By:

\_\_\_\_\_  
[Director]

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

Adopted June 28, 2007

**10. ARCHITECTURAL AND ALTERATIONS**

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

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

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

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

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

C. No floor covering EXCEPT carpeting is permitted in living rooms, dining areas, bedrooms and halls in the 2<sup>nd</sup> and 3<sup>rd</sup> floor units. This includes, but is not limited to, hardwood floors, tile, linoleum, etc.

D. The responsibility for maintenance of the integrity of the waterproof membrane on the 2<sup>nd</sup> and 3<sup>rd</sup> floor balcony decks is and always has been the sole responsibility of the property Owners. Periodic application of a waterproof deck coating is recommended.

E. If the Owner should desire to install a permanent flooring system such as ceramic tile, slate, or similar materials on balcony decks, they MUST FIRST REQUEST permission from the On-Site Manager and The Board. The Owner will be responsible to instruct their contractor that the installation they proposed will not cause damage to the integrity of the waterproofing and must provide them with a written guarantee. The Owner shall provide a copy of the guarantee to the Board.

F. If the Owner should choose to install their own balcony deck flooring system, they must indemnify the Association and assume the liability for any future damage to the structure. If the Owner desires to install carpet on their balcony deck, it must be an outdoor type with a backing that will not conduct water down to the balcony deck.

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

Adopted June 28, 2007

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

Request may be submitted as follows:

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

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