

## GLENWOOD HOMEOWNERS ASSOCIATION

### REMODELING AGREEMENT

The undersigned owner ("Owner") of Unit # \_\_\_\_\_ ("Unit") wishes to remodel and/or make improvements or alterations to his/her Unit, which is subject to restrictive covenants and which requires approval by the Association's Board of Directors ("Board"). In exchange for review and approval by the Board, OWNER AGREES as follows:

1. Scope of Work. Owner's proposal shall be submitted for review and approval by the Association. Upon written approval, the approved scope of work shall constitute the "Project." No work shall be done, except in accordance with written approvals from the Board. The Board must sign-off on the Project prior to Owners' requesting the processing of permits for the remodel. It is the responsibility of the Owner to be sure all the required documents are filed with the Board of Directors and that written permission has been received from the Board before work begins.

2. Procedure for Obtaining Project Approval.

- a. Small Projects. For smaller projects (i.e. aesthetic, no structural, electrical, or utility work involved), Owner shall submit to the Board for written approval a description of the work to be performed, contractor's information, and the anticipated schedule.

Note: Any reference to "contractor" includes subcontractors and any of their employees, agents, and representatives.

- b. Large Projects. For larger projects (those that may involve structural, electrical, or utility work), Owner shall provide the following materials. Omission of any of the following may delay the start of the Project:
- i. Schematic drawings of the unit and planned changes.
  - ii. Name of currently licensed contractor(s) and their proof of insurance. Plumbing and electrical repairs or remodeling require the use of a licensed and bonded contractor and permits as required by the City of Los Angeles.
  - iii. Signed agreement from each contractor regarding our on-site work rules. These onsite work rules apply to anyone working in the Unit, including the Owner.
  - iv. Anticipated length of work.
- c. Provide copy of Owner's current property and liability insurance certificates, work permits, plans, and signed copy of this Remodeling Agreement to the Board before commencing work on the Project.
- d. Obtain Board's written approval. The approval letter from the Board shall be signed by Owner and returned to the Board before commencing work on the Project.
- e. The Board may, in its discretion, request any additional necessary information, which the Owner shall provide before commencing work on the Project.

3. Structural and Code Compliance. All work and materials related to the Project shall comply with all applicable laws, including Building Standards and Fire Codes. Whenever changes involve structural elements of the building and/or a change in load factors, plans shall be prepared and signed off by a licensed structural engineer. All technical and engineering matters shall be Owner's responsibility.

4. Building Permits. Prior to the commencement of construction, Owner shall obtain and post all applicable building permits from appropriate governmental agencies and post them at Owner's job site in the Building.

5. Deposit. Owner shall provide the Association a deposit ("Deposit") in the amount of \$1,000 prior to the commencement of any work on the Project. The Deposit will be used to offset expenses incurred by the Association including, but not limited to, reviewing plans, consulting fees, attorneys' fees, and damage to the Association's common areas, as well as fines and penalties, including daily fines imposed for failure to complete the Project, as provided for in this Agreement. The Deposit shall not restrict the amount of monies the Association may charge for reimbursement of expenses it incurs or penalties assessed related to the Project. If the Deposit is not sufficient to cover all reimbursements, damages, and/or fines, Owner shall be specially assessed for the difference. At the conclusion of the Project, the Deposit, excluding any expenses incurred by the Association and/or penalties, shall be returned to the Owner.

6. Construction Hours. Working hours are limited to 8:00 a.m. to 5:00 p.m. Monday thru Friday and 9:00 am to 4:00 pm on Saturdays. No work may be done on Sundays, or the following holidays: New Year's Eve, New Year's Day, Presidents Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas Eve, and Christmas Day.

7. Contractor Parking. Owner will provide adequate parking for his/her contractor. Contractor may not block fire lanes, or park in the garages' driveways.

8. Utility Shut-down. If it is necessary to turn off utilities to the building, Owner shall notify the Board and the affected residents at least 24 hours (unless in case of emergency) prior to the desired time of shut down. The actual shut down must follow the piping routes for proper units and be done by consult with the Association's plumber, whose contact information the Owner may obtain from the Board.

9. No Lobby Entrance. All supplies, tools & materials must enter the building through the lower garage. No tools or materials may be brought through the front lobby. No shopping carts are allowed to be brought to the building.

10. Work Area. All construction related to the Project shall be done inside the Unit or on its balcony. Contractors may not set up in the common areas, unless expressly authorized by the Board.

11. Building Uniformity. In order to maintain consistency, new materials that can be seen from the exterior of the unit must be consistent with the overall schematics, color scheme, and look of the building.

12. Trash & Debris. The Project and the street in front of the Project shall be kept clean. All trash, debris, construction materials, appliances and/or refuse shall be removed from the common area at the end of each workday. The building's trash dumpsters shall not be used

for disposal of these materials and Owner shall make arrangements for removal of such material at the Owner's expense.

- a. *Trash Chutes and Dumpsters.* Use of the building's trash chute and trash bins is prohibited. Owner shall provide his/her own dumpster or other means to dispose of trash and debris. Disposal of asbestos-containing materials shall be subject to all applicable government regulations.
- b. *Containment of Dust and Dirt.* All dust, dirt, noise, fumes, etc. shall be contained in the Unit. In particular, all doors into the common areas shall be protected in such a manner as to prevent dust and dirt from flowing into the common area hallways. To protect dust and debris from being circulated to other units and the common areas, all HVAC units shall be turned off and all registers (including kitchen and bathroom registers) shall be covered during construction. Prior to reactivating the HVAC, drain lines shall be cleaned and filters replaced.
- c. *Protection of Floors and Clean-up.* All common area floors shall be protected with carpet masking, ram board, or Masonite (ram board or Masonite *must* be used when heavy rolling is required). If a drop-cloth is used, it must be removed at the end of each work day. Elevators must be padded before any materials are brought into or out of the Unit.

13. Clean-up. The owner is responsible for keeping the common areas clean (halls, elevator, parking level lobby, parking areas, and building) during the construction. Hallways and carpets must be protected wall to wall at all times. Immediate clean-up is mandatory. If clean-up is not properly done, Owner will be charged for the cost of clean-up.

14. Elevator. The elevator must be padded when transporting large items (tools, furniture, construction materials, etc.). Elevator pads may be obtained for use during major transport, but the elevator must be returned to normal service as quickly as possible.

15. Hard-Surface Flooring. Upon installation of hard-surfaced flooring, such as marble, tile, hardwood, etc. Owners shall perform and submit to the Association the results of a Field Impact Insulation Class ("FIIC") test performed by a testing agency approved by the Association. If the floors fail to meet or exceed an FIIC rating of 55, the Owner shall immediately bring the flooring into compliance. Costs of the FIIC testing performed by the testing agency shall be borne by the Owner.

16. Construction Noise. Prior to the start of construction, Owner shall notify the surrounding units (adjacent, above and below) of the start-date for the construction, that there will be noise associated with the construction, the name of the supervisor, and his/her phone number. Notice will also be given to the Board at least 48 hours before any specific construction tasks take place that are likely to significantly disturb nearby residents.

- a. *Noise Abatement.* During demolition and construction, efforts shall be made to minimize noise into surrounding units.
- b. *Jackhammers.* Jackhammers are prohibited. Impact hammers for chipping are permitted, but their use shall be minimized, when possible. Board approval shall be obtained prior to using impact hammers.

- c. Cover Floors. Carpet or other sound-deadening material shall be laid over the floors to minimize noise transmission through the floor into the unit below.
- d. Compressors. Whenever compressors are used, they shall be boxed and put on a rubber pad, so as to contain the noise and avoid transmission through the floor.

17. Security. Garage, alley and entry doors must be closed immediately after loading/unloading.

18. No Disposal over Railings. Absolutely no disposal of any material over railings, solid or liquid, will be tolerated. This will result in an immediate fine of not less than \$100 and up to a maximum of \$1,000 to the Owner per occurrence. Fines shall be assessed based on the Board's discretion.

19. Liability for Damage and Mitigation. Owner assumes liability for injuries to persons and/or property damage to common areas or other units arising from the Project. If the damage is not repaired in a timely manner, the Association may make repairs and deduct the expenses from the Deposit and/or special assess Owner. Owner also assumes liability for all expenses incurred by the Association in mitigating damage to the common areas and/or other units, arising from or related to the Project. Such expenses shall be deducted from the Deposit and/or become a special assessment against Owner. If the Owner fails or refuses to pay the special assessment, the Association has the right to suspend construction, lien the Owner's property and exercise any other remedy provided for at law or in equity.

20. Fines. Remodeling Fines Schedule is also attached to this Remodeling Agreement.

21. Hold Harmless. Approval of plans by the Association is not to Building and Safety Code compliance. The Association and its officers, directors, committee members, employees, agents, and representatives shall not be liable for mistakes in judgment or negligence arising out of or in connection with the Association's approval or disapproval of plans.

22. Indemnity. The Association's consent to the Project shall not give rise to any liability by the Association or its representatives. Owner shall indemnify, hold harmless, and defend the Association and its officers, directors, committee members, employees, agents, and representatives from claims arising from the Project or its approval by the Association.

23. Attorney's Fees. Owner agrees that Owner will be liable for any damages, fees, fines, or costs that the Association, the Board, or any other owner in the building may incur as a result of violation of any of the foregoing. Owner agrees to indemnify the Association, the Board, or any other owner in the building for such damages, fees, fines and costs, including attorney's fees for enforcing any provision of this Remodeling Agreement.

The signature below indicates that I have read, understand and agree to comply with the Remodeling Agreement as outlined above.

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

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

**GLENWOOD HOMEOWNERS ASSOCIATION**  
**REMODELING FINES SCHEDULE**

*As Related to Violations of Remodeling Agreement*

Monetary penalties for violation of the Association's Remodeling Agreement will be as follows:

First violation.....	warning and outlines the problem areas and compliance requirements	
Second violation, same offense.....		\$100.00
Third violation, same offense .....		\$250.00
Additional violations, same offense.....		\$500.00
Continuing violations.....	finest will accrue until the violation is cured	
Safety violations.....	warning or fine up to \$1,000.00 depending on severity	

Failure to correct a violation in response to a warning letter may result in a single fine or continuing fines which may be imposed on a daily, weekly, or monthly basis as the Board determines to be appropriate to be effective.

The Association reserves the right to take legal action, if necessary.

**GLENWOOD HOMEOWNERS ASSOCIATION**

**WORK ADVISORY**

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

**Name:** \_\_\_\_\_

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

**Phone :** \_\_\_\_\_ ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

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

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

**Type of work to be done: [Please use additional pages if necessary]**

**Name of Firm(s):** \_\_\_\_\_

**Contact Person(s):** \_\_\_\_\_

**Phone(s):** \_\_\_\_\_

**Dates of Work:** \_\_\_\_\_

**Owner – Print Name:** \_\_\_\_\_

**Owner – Signature:** \_\_\_\_\_