

**AMENDED AND RESTATED
ARCHITECTURAL GUIDELINES**

ADOPTED: June 24, 2013

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 Park Homes and Lofts. By adhering to these Architectural Guidelines, which include guidelines and standards for all improvements as well as sound and noise attenuation guidelines, all Occupants will benefit from the beauty and enjoyment of Park Homes and Lofts. These Architectural Guidelines amend and restate in their entirety, and supersede, any earlier Architectural Guidelines related to the Community.

Except as permitted in the Declaration, no work constituting an “Improvement” as defined below shall be performed without the prior approval of the Architectural Committee. Prior to making any Improvements to a Condominium, an Owner must first submit a complete Architectural Application to the Board of Directors or Architectural Committee. The Board shall review and approve, or disapprove applications for Improvements to Condominiums and fulfill other requirements set forth in these Architectural Guidelines, the Declaration and the Master Governing Documents. The Association will determine if approval of the Playa Vista Design Review Committee is required for the Improvement. In addition, it is the Owner’s responsibility to determine whether any building or other permit is required from the City of Los Angeles or County building or fire department or any government agency having jurisdiction and to obtain all such required permits prior to commencing construction.

After receiving written approval from the Board, the Playa Vista Design Review Committee (if required) and complying with ordinances and regulations of applicable governmental agencies, an Owner may install Improvements, or undertake the approved action. Please review these “Architectural Guidelines” prior to completing your application form to ensure the submittal is complete. In the event of a conflict between these Architectural Guidelines and the Declaration, the Declaration shall prevail.

If at any time you have any questions regarding the review process, please contact the Property Management Company.

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 Park Homes and Lofts.

APPLICABILITY TO DECLARANT

The limitations and/or requirements provided in these Architectural Guidelines do not apply to the Declarant and neither the Association, the Board nor the Architectural Committee, if such a committee is appointed, shall have any rights of review or approval with respect to any Improvements made by the Declarant.

SUBMITTAL OF APPLICATION FOR ARCHITECTURAL APPROVAL

Submittal of Application: Prior to the commencement of any Improvements within a Condominium, all Owners must first submit an application to the Property Management Company. The Board shall promulgate Architectural Standards for Improvements, which shall include the requirements for plans drawings and specifications to be reviewed by the Board. Owners will be responsible for any fees set by the Board for review of the Submittal Package (defined below) and any fees of outside consultants such as architects, engineers and contractors procured by the Board to review the Submittal Package or perform inspections at the request of the Board. At the time of submission of plans and specifications to the Board, such Owner must present estimates of the commencement and completion dates for the proposed Improvements with the Submittal Package.

No tenant may submit a request for Improvements to a Condominium. Only the Owner of a Condominium may send a Submittal Package to the Board for review.

Improvements. The following types of work constitute an “Improvement” for which Board approval is required. The following list is by way of example only and prior Board approval shall be required for any similar work even if not specifically listed below:

- Any alterations to the Common Area, (including any Exclusive Use Common Area) including lighting, electrical, plumbing or drainage alterations;
- Alterations to or replacements of the flooring in any Lofts Condominium;

- Alterations to, adding new or moving any non-load bearing walls of any Condominium (moving, altering or removing any load bearing wall is strictly prohibited);
- Any plumbing, electrical or other work which would result in the penetration of the unfinished surfaces of the ceilings, walls or floors;
- Alterations to any existing electrical, HVAC/heating/duct work, plumbing, drainage, electrical, fire sprinkler or any other fire life safety system; and
- Any other work which may impair or alter the structural integrity of the building or the Condominium(s) of the Community.

Failure to Obtain Approval: Failure to obtain the necessary approval from the Board, or failure to complete the Improvements in conformity with the plans and specifications and construction schedule, if applicable, approved by the Board, shall constitute a major violation of the Declaration and these Architectural Guidelines and may require modifications or removal of any work or improvement at the Owner's expense, in addition to any fines, assessments and/or surcharges against such Owner.

Combining Two Condominiums: Upon approval from the Board, where an Owner has acquired fee title to two or more contiguous Condominiums, the demising wall or floor between such two or more adjoining Condominiums may be removed to combine such Condominiums so as long as the Owner adheres to the following requirements: (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 Condominiums or encroach upon any adjacent Condominiums or Association Property, and (c) the plans and specifications are otherwise in conformance with the requirements of the Declaration and these Architectural Guidelines. The combined Condominiums shall thereafter become one Condominium and such Condominium may not be divided at anytime in the future. However, any combining of two Condominiums as provided in this section does not affect an Owner's voting rights or any of its liabilities under the Declaration or other Governing Documents. Therefore, such Owner remains responsible for assessments and all other costs levied by the Association for each of its Condominiums as if the Condominiums were not combined.

Inspection: At anytime during construction of any approved Improvements, the Board (of any other party authorized by the Board) shall have the right to enter a Condominium to inspect the progress or completion, as applicable, upon giving **twenty-four (24) hours** written notice.

FIRE MONITORING SYSTEM

If any portion of the fire monitoring system for the Community must be disconnected to install an Owner's approved Improvement, such Owner must first obtain approval from the Board and if approved, the Property Management Company who will coordinate the shut-off on the scheduled day(s). On the day shut-off is to occur, the requesting Owner must (i) check-in with the Property Management Company on the day the disconnection is to occur ("**Disconnection Day**") to confirm all arrangements are in place for the disconnection; and (ii) provide for a **twenty-four (24) hour** per day fire watch starting on the Disconnection Day and ending when the Property Management Company certifies in writing to the Owner that the fire monitoring system is once again operating. The Property Management Company must approve the persons or company responsible for the fire watch.

ARCHITECTURAL REVIEW SUBMITTAL REQUIREMENTS

Send requests to:

PH&L Community Association
C/O Seabreeze Management Company
6200 Playa Vista Dr. Second Floor
Playa Vista, California 90094
Phone: 800.232.7517
Email: monica.saavedra@seabreezemgmt.com

ARCHITECTURAL REVIEW PROCESS AND PROCEDURES

Application for Approval: All applications for any Improvement requiring approval by the Board must be submitted in writing, together with the items described below ("Submittal Package") to the Property Management Company, who will forward the Submittal Package to the Board.

Delivery of Submittal Package: The Submittal Package may be delivered in person to the Property Management Company; if mailed, the Submittal Package should be sent 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 Improvement must include three (3) sets of each of the following:

1. Home Improvement Form (which are available from the Property Management Company's office)
2. Plans and specifications showing the location, nature, kind, shape, height and materials, including the color (for exterior Improvements only) and any other requirements set forth herein clearly indicating all proposed modifications
3. Floor plans (only if you are requesting permission to remove or relocate a wall)
4. Description of materials and colors (including proposed start and completion dates)
5. A proposed construction schedule (including proposed start and completion dates)
6. Certificates of insurance for Service Providers (including contractors exclusions and proof of valid workers compensation insurance)
7. Any and all necessary permits and licenses, if applicable
8. The application-processing fee.
9. Names, addresses and phone numbers of all Service Providers who will work on your Condominium.

The Board will not review an application unless all required plans, forms, fees and information for the proposed Improvement(s) are included in the Submittal Package.

Plans and specifications for Improvements must be of sufficient completeness and clarity so that the Board will be able to make an informed decision with respect to the requested Improvements. Plans and specifications that are not of sufficient completeness or clarity, or that do not conform to applicable building codes will be rejected.

SUBMITTAL PACKAGE REVIEW FEES

1. **Application Processing Fee:** For each Submittal Package sent to the Board, the Owner must pay the application-processing fee of \$35 ("Application Processing Fee").
2. **Outside Consultant Fee:** The Board may also require an Owner to pay fees, costs or expenses associated with the review and approval of any plans and specifications by an independent consultant or by an architect procured by the Board, if needed. All structural improvements must be approved by a licensed architect, sound engineer and any other person reasonably required to evaluate the design.
3. **Inspection Fee:** The Board shall have the right, but not the obligation, to hire consultants or architects to inspect the construction of any approved Improvement at any time with **twenty-four (24) hour** prior written notice. Owners will be responsible for any fees or costs associated with such inspection. If such fees apply, the Board will notify the appropriate Owner and such Owner will be required to submit the additional fee(s) within **ten (10) days** after the request.
4. **Additional Fees:** Additional fees may be imposed if determined necessary, based upon the complexity or scope of the Submittal Package and/or to retain consultants. If such fees are determined necessary, the appropriate Owner will be notified by the Property Management Company and the Owner will be required to submit the additional fee(s) **within ten (10) days** after the request.
5. **Checks:** All checks should be made payable to the "PH&L Community Association".

Review of Application: The Property Management Company shall, upon behalf of the Board, review the Submittal Package to ensure that it contains all of the information, forms and fees required.

If the Submittal Package is complete, the Property Management Company will forward the Submittal Package to the Board. 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 Board unless the Submittal Package is completed and until such fees, if any, are paid. Failure to submit a complete Submittal Package or to include the appropriate fees, if any, with the Owner for completion without review by the Board. The Submittal Package may be deemed complete by the Owner unless the Owner is informed otherwise by the Property Management Company, within **ten (10) business days** after delivery to the Property Management Company.

The Board 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 Board within **thirty (30) days** after such action is taken but not more than **sixty (60) days** from the receipt of the Submittal Package along with one (1) set of the Submittal Package, appropriately marked with the Board's action. If an Owner fails to receive notice of the action by the Board within the **sixty (60) day** period, then the Owner shall have the right to deliver a reminder notice in person or by certified mail, return receipt requested, to the Board and the Property Management Company. If the Owner fails to receive a response within **fifteen (15) days** after delivery of the Owner's reminder notice to the Board and the Property Management Company, the Submittal Package will be deemed approved.

The Architectural Committee shall review and approve or disapprove Submittal Packages solely on the basis of the considerations set forth in Section 5.3 of the Declaration. The Architectural Committee shall not be responsible for reviewing, nor shall its approval of any plan or design or other portion of a Submittal Package be deemed approval of, any such item from the standpoint of structural safety or conformance with building or other codes, which shall be entirely the responsibility of the applicable Owner.

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 Board will attempt to review the re-submitted application within the initial **sixty (60) day** period. If the re-submittal is not prompt or includes substantially revised plans and specifications, an additional **thirty (30) days** may be required to complete the Board's review.

Approval by Master Design Review Committee: Certain major improvements must be approved by the Playa Vista Parks and Landscape Corporation Design Review Committee. If review by the Master Design Review Committee is required, the Board will notify the Owner when the Board provides the final approval of the Submittal Package. The Master Design Review Committee will require approval of the Board before they will review any improvement plans. Please contact the Property Management Company for the Playa Vista Parks and Landscape Corporation for more information about improvement plans submittal requirements.

Diligence in Construction: Upon final approval of plans and specifications of any proposed Improvement and obtaining all necessary building permits, the Owner shall promptly commence construction and diligently pursue the Improvements to completion in compliance with the construction schedule provided in its Submittal Package. An Owner must notify the Board within **seven (7) business days** after becoming aware of any delays in the start or completion dates provided in its Submittal Package by delivering the Property Management Company written notice. However, if any date(s) as originally approved by the Board are delayed by more than **sixty (60) days**, such Owner may be required to submit a new Submittal Package reflecting its revised date projections. If a new Submittal Package is required by the Board, such Owner may be responsible for fees and deposits in connection with such new Submittal Package.

GENERAL CONDITIONS

Approval by the Board 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 Association assumes no responsibility for such. The function of the Board is to review submittals for architectural design of Improvements, placement of Improvements, exterior color schemes, exterior finishes and materials and similar features that 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 Declaration and this Handbook, each Owner shall also comply with the following restrictions and guidelines in connection with any proposed Improvement:

1. **Building Permits:** The applicant shall obtain Board approval of any Improvements requiring a building permit prior to requesting such permit from the City. Any required building permits must be obtained by the Owner, at such Owner's expense. The Association assumes no responsibility for failure to obtain building permits. Obtaining such permits does not waive the Owner's obligation to obtain Board approval.
2. **Damage to Association Property:** An Owner shall be responsible for any damage to the Association Property or any Master Association owned property caused by such Owner or its Service Provider(s). All applicable charges for restoration will be charged back to the Owner by the Association and are due and payable within **thirty (30) days** after notification to the Owner. Failure to pay within the allotted timeframe may subject such Owner to additional fees.
3. **Structural Alterations:** No structural alterations to the interior of or Association Property surrounding any Condominium 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 Occupant without the prior written consent to the Board.
4. **Effect of Approval:** Approval of plans is only authorization to proceed with the authorized Improvements to the Condominium owned by the applying Owner.
5. **Building Code Requirements:** It is the Owner's responsibility to ensure that proposed modifications are consistent with applicable building code requirements and all other local ordinances and/or requirements of applicable governmental agencies. 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.
6. **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 Board. If any Owner fails to remove such mechanic's lien within the time specified, the Board may discharge the lien and charge the Owner a Special Assessment for such cost of discharge.
7. **Concrete Walls or Slabs:** No Owner shall drill, penetrate or otherwise tamper with the concrete or other structural components of the Community, including any Exclusive Use Easement Area.
8. **Liability:** Neither the Board nor any member thereof shall be liable to the Owner for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans and specifications; (b) failure to obtain building permits; or (c) the construction or functioning of any Improvements.

COMPLIANCE WITH REQUIRED PROCEDURES

If any architectural change subject to Board approval is made without obtaining such approval, the Board may deliver a written notice of violation to the applicable Owner. The violation notice shall (1) specify a time period for removal of the unauthorized Improvement; (2) provide the corrective actions as determined by the Board and a timeframe to perform such corrective actions; or (3) pursue any other remedy available to the Association. Upon receipt of such notice, such violating Owner shall: (i) remove the unauthorized Improvement at its sole cost and expense; (ii) take the necessary corrective measures within the time period specified in the violation notice; or (iii) appeal in writing to the Board. If an Owner fails to appeal within **fifteen (15) days** after the receipt of such violation notice, the Owner will be deemed to have waived any right to appeal. Failure to remove such unauthorized Improvement or perform the corrective actions may subject such violating Owner to fines and other charges as determined by the Board.

Upon receipt of a written appeal, the Board shall stay the enforcement of any fine or imposition of any further fines until an appeal hearing has been concluded. Within **thirty (30) days** after 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 such appealing Owner shall have the opportunity to present any information or evidence relevant to justify its Improvement or to have the applicable fine excused or mitigated. The decision of the Board rendered after such hearing shall be final.

DISAPPROVAL BY THE ARCHITECTURAL COMMITTEE (APPEAL)

If an Architectural Committee is appointed by the Board and the Architectural Committee disapproves any application or approves any application with conditions, the Owner submitting such application may appeal in writing to the Architectural Committee. The Architectural Committee must receive the written request for appeal not more than **thirty (30) days** following the disapproval decision of the Architectural Committee. The Architectural Committee will review and make comments to the written appeal which will be reviewed by the Board. Within **forty-five (45) days** following receipt of the written request for appeal, the Board shall render its written decision. The decision of the Board shall be binding and final.

INSPECTION AND CORRECTION OF WORK

1. **Right of Inspection During Course of Construction:** Upon **twenty-four (24) hour** notice, the Board or a representative of the Board may enter and inspect the Condominium 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. Consent to such entries shall constitute a condition of approval of an application for an Improvement; provided, however the Board or its representative may not enter a Condominium without first obtaining permission of the Owner of such Condominium. Such permission shall not be unreasonably withheld by an Owner and must be given within **forty-eight (48) hours** of the request for entry.
2. **Notice of Completion:** Upon the completion of any construction or reconstruction of any work subject to these Architectural Guidelines, written notice of completion ("Completion Notice") thereof must be delivered to the Property Management Company, on behalf of the Board within **seven (7) business days** after such completion date.
3. **Inspection After Completion:** Within **thirty (30) days** after receiving the Completion Notice, the Board, or its duly-authorized representative, shall have the right to enter into Condominium, to inspect such newly completed Improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved plans and specifications. If the Board finds that such construction or reconstruction of such Improvement was not done in substantial compliance with the approved plans and specifications, it shall (1) deliver a written notice of non-compliance ("Non-compliance Notice") to the applicable Owner specifying the reason for the Non-compliance Notice, and provide a time frame in which such non-compliance must be corrected; or (2) commence legal proceedings to enforce compliance. If an Owner does not receive a Non-compliance Notice within **thirty (30) days** following the delivery of its Completion Notice as described herein, the Improvements shall be deemed to be in compliance with these Architectural Guidelines and approved by the Board.

ARCHITECTURAL STANDARDS

These standards are in addition to the standards set forth in the Architectural Guidelines and providing more detailed information necessary for certain types of Improvements.

LIGHTING (EXTERIOR)

No exterior electrical, gas or other artificial exterior lighting shall be installed, other than lighting initially installed by Declarant.

WINDOW COVERINGS AND TREATMENTS

1. **Acceptable Materials.** Window coverings may consist of draperies, shades or shutters. Aluminum foil or other similar materials, bed sheets, paper, and the like may not be applied to windows, at any time.
2. **Prohibited Materials.** Exterior wrought iron or metal bars will not be approved by the Board and window tinting is not allowed on Condominiums.
3. **Color Consistency.** For any Occupant installed window coverings (not including any window coverings installed by Declarant), the color of curtains, drapes, shutters, blinds, and other window materials subject to view from the exterior of a Condominium must be consistent with the color scheme of the exterior façade of the Community.
4. **Exterior Screens.** No exterior screens are permitted except on windows which open and as provided by Declarant and replacements thereof with like screens. Screen doors are subject to approval of the Architectural Committee.

5. **Maintenance.** Each Occupant is responsible for the care and maintenance of its window coverings. Drapes, curtains, shutters, blinds, and all other window coverings, and all permitted screens, must be kept in good condition. Each Occupant will be required to replace shabby and torn materials/coverings exposed to the exterior.

STRUCTURAL LOAD CHANGES

Any modifications to a Condominium including, any Exclusive Use Easement Area, that might exceed the live load restriction for the building must be approved by a structural engineer and the Board. The requesting Owner will be responsible for any costs associated with such approval. 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, and large potted plants or trees, and aquariums.

FLOORING

No Occupant of a Lofts Condominium shall replace any hard-surface flooring (including, without limitation, tile or hardwood floors) unless the applicable Owner has obtained the prior approval of the Board. Any replacement of hardwood flooring permitted by the Board must include a sound control underlayment system. 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 Condominiums below the floor (either directly through the floor or by going around the floor and through the surrounding walls). The following are guidelines for flooring:

- STC and impact insulation class will be approximately 57 for carpet and pad.
- STC and impact insulation class will be a minimum of 55 for wood or tile.
- STC and impact insulation class for marble, travertine and other types of tile must comply with the minimum standard STC and impact insulation customary for such material as recommended by the Service Provider installing the flooring; provided, however, such standards are approved by the Board.

All floor areas within a Condominium shall be covered with materials designed to minimize noise transmission. The installation of carpet must also include the installation of padding if the Condominium is situated on any floor above any other Condominium(s) or any Association Property.

Failure to ensure that flooring material and installation procedures adhere to these requirements may require removal at the Owner's expense.

ADDITIONAL SUBMITTAL REQUIREMENTS FOR HARD-SURFACE FLOORING

Owners subject to these flooring restrictions must submit the following (in addition to meeting the above listed requirements) for any hard-surface flooring to the Board:

1. 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.
2. 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.
3. A copy of the installation instructions from the acoustical floor underlayment manufacturer.
4. The name, qualifications, and experience of the Service Provider 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.
5. 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 AND VIBRATION ATTENUATION

Sound may be audible and vibrations may be felt between Condominiums, particularly where the sound level of the source is sufficiently high and the background noise in an adjacent Condominium is very low. Each Owner shall endeavor to minimize any noise transmission from its Condominium.

1. No holes or other penetrations shall be made in demising walls (party walls) without the prior approval of the Board. No penetrations of any sort shall be made in the ceiling of any Condominium. 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 Condominium that would result in a reduction in the minimum impact insulation class of the Condominium.
3. Speakers for music reproduction, televisions 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 shall have at least one-half inch ($\frac{1}{2}$ ") neoprene pads under its legs to minimize vibration transmission into the structure of other Condominiums.

SIGNS

No sign or advertising media shall be displayed on or in a Condominium that is visible from the exterior, except the following:

1. One (1) "For Sale" or "For 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 Board.
2. Any sign permitted or required by applicable laws.
3. Signs erected by Declarant for the purpose of developing, improving or selling Condominiums.
4. Any other sign or display authorized by the Board.

In addition, any sign must meet the requirements of the Playa Vista Parks and Landscape Corporation Community Guidelines and the Master Declaration.