

HUNTINGTON TOWNHOMES CONDOMINIUM ASSOCIATION

ARCHITECTURAL APPROVAL APPLICATION AIR CONDITIONER

Homeowner Name: _____ Date: _____

Property Address: _____

Phone: (_____) _____

Signature: _____ Email: _____

Proposed Improvement: _____

Name of Contractor Performing Work: _____

License # of Contractor Performing Work: _____

PLEASE INCLUDE THE FOLLOWING:

- Contractors insurance naming the HOA as additional insured
- Copy of contractors liability insurance
- Copy of contractors quote(s) for all aspects of project
- Full printed specifications for make, model to be installed.
 - In keeping with the City of Huntington Beach zoning regulations the specifications must specify decibel level of 50db or less
- Diagram of location of concrete condenser pad
 - In keeping with the City of Huntington Beach the concrete pad must be no less than 30" from the property line (check city permit rules as this may change)
- Diagram of location of condensation weep line.
 - This must be completely contained within the patio area and terminate within the patio area into a location designed to collect any and all condensation
- Diagram of exact location and materials to be adhered to stucco, if any
- Signed disclaimer for mold and water intrusion (included)
- Signed agreement for maintenance of unit (included)
- Preliminary city permits before work begins and final city permits upon completion

PLEASE NOTE THE FOLLOWING:

- No equipment, items or materials may be placed, installed in the attic
- No work may be performed on Saturdays or Sundays, and construction type work may only be performed between 9:00am and 5:00pm.

Proposed Starting Date: _____ Proposed Completion Date: _____

HUNTINGTON TOWNHOMES CONDOMINIUM ASSOCIATION

ARCHITECTURAL APPROVAL APPLICATION AIR CONDITIONER - Continued

Neighbor Advisement (Adjacent Neighbors)

Name (Print Please)

Phone

Signature

Address

Name (Print Please)

Phone

Signature

Address

Name (Print Please)

Phone

Signature

Address

Name (Print Please)

Phone

Signature

Address

1. *The Architectural Committee may contact neighbors to evaluate their comments.*
2. *Architectural approval does not constitute waiver of any requirements required by applicable governmental agencies.*
3. *Architectural approval of this plan does not constitute acceptance of any geological, technical or engineering specifications. All geological, technical and engineering matters are the responsibility of the lot owner.*
4. *Please notify the Management Company in writing when completed, and include a copy of the final permits.*

ANY REQUEST MISSING ANY OF THE ABOVE INFORMATION OR IS UNCLEAR WILL BE RETURNED WITHOUT PROCESSING.

MAIL COMPLETED FORM WITH ALL DOCUMENTATION TO:

**Huntington Townhomes HOA
c/o Platinum Group Management
P.O. Box 54042
Irvine, CA 92619-4042**

HUNTINGTON TOWNHOMES
CONDOMINIUM ASSOCIATION

ARCHITECTURAL APPROVAL APPLICATION
AIR CONDITIONER - Continued

ARCHITECTURAL COMMITTEE

() *Approved with the following conditions:*

() *Denied for the following reasons:*

Date: _____ *Signature:* _____
Architectural Committee

Dated: _____ *Signature:* _____
Architectural Committee

*** Please complete the remaining packet in full prior to submitting for review and consideration ***



HUNTINGTON TOWNHOMES CONDOMINIUM ASSOCIATION

When recorded mail to:
Huntington Townhomes HOA
c/o Platinum Group Management
P.O. Box 54042
Irvine, CA 92619-4042
(213) 620-9634

COVENANT RUNNING WITH THE LAND AND INDEMNIFICATION AGREEMENT REGARDING ARCHITECTURAL CHANGE REQUEST AND INSTALLATION OF AIR CONDITION UNIT

This Covenant Running With The Land (and townhome unit in question), And Indemnification Agreement (this "Covenant") is entered into in the County of Orange, State of California, by and between HUNTINGTON TOWN HOMES HOMEOWNERS ASSOCIATION, a California non-profit mutual benefit corporation ("Association") and _____ ("Owner"). For convenience, Association and Owner may hereinafter be collectively referred to as the "Parties."

RECITALS

WHEREAS, Owner is the record and legal owner of that certain property located at _____, _____, California, which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Unit"), which is located at the Huntington Town Homes Development (the "Development") in the City of Huntington Beach ("City"), County of Orange, State of California.

WHEREAS, Owner is a Member of the Association and the Unit is subject to and encumbered by the Declaration of Covenants, Conditions and Restrictions (the "Declaration" or "CC&Rs"), to which reference is made for capitalized terms used herein but not otherwise defined herein;

WHEREAS, pursuant to the CC&Rs and rules and regulations, all members of the Association, must obtain architectural approval from the Architectural Committee, pursuant to the CC&Rs, before modifying their Unit or any part of the Development;

WHEREAS, the Architectural Committee is empowered by the CC&Rs to review, approve, reject, and/or conditionally approve architectural applications submitted by owners seeking to modify their units;

WHEREAS, Owner has submitted plans ("Plans") to the Architectural Committee for its review and consideration, attached hereto as Exhibit B and incorporated herein by this reference. Owner seeks to install an air conditioning unit inside or adjacent to the Unit that will affect and modify common area components. The work described within the Plans shall be referred to

HUNTINGTON TOWNHOMES CONDOMINIUM ASSOCIATION

herein as the "Air Conditioning Unit, Work and/or Installation" (hereinafter "Air Conditioner"); and

WHEREAS, the Association has agreed to approve the installation, repair, Maintenance, and operation of the Subject Air Conditioner, conditioned expressly upon and subject to the terms and conditions of this Covenant. In this regard, the Board has approved the Subject Work, conditioned, in part, upon the receipt of this Covenant, executed (and acknowledged) by Owner, and on any other conditions of approval stated by Association, its Board or Architectural Committee.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements set forth herein, Association and Owner hereby agrees and covenants as follows:

1. City Approval. Owner agrees that before the Air Conditioner Installation may commence, Owner must obtain approval from the City, County and State, if applicable, any and all necessary permits, licenses and permissions must be secured and obtained. The Air Conditioning Work must comply, in all respects, with any and all City ordinance or regulation, including any noise or decibel level limits.

2. City Standards. Owner agrees that the Air Conditioner Installation must fully comply with the City's building standards, codes and municipal laws as well as any applicable standards of care. However, Development retains any and all rights to require stricter noise allowances than allowed or restricted by the City of Huntington Beach, California.

3. Licensed Contractor. Owner agrees and represents that the Air Conditioner Installation shall only be performed by a licensed contractor who is insured, bonded, and qualified to perform the Air Conditioner Installation. Owner agrees to provide proof of such contractor(s)' insurance and license information promptly upon request by the Association.

4. Continuing Owner Responsible; Repair; Maintenance, Indemnification, etc.

a. Owner agrees to assume any and all risk and liability to the Common Areas, to other units in the Huntington Town Homes development and to other persons, caused by or resulting from Owner's Air Conditioner..

b. Owner shall be fully responsible for the ongoing regular maintenance and repairs of the Air Conditioner.

c. Owner shall be responsible for any and all interior damage (which includes, but is not necessarily limited to moisture, water damage and mold infestation), maintenance or repair to the interior of the Unit, Common Areas, adjacent units or his or her personal property within the Unit, which results from water, sewage or other substance which may leak or flow into such interior as a result of any issues relating to the Air Conditioner, including any pipes, drains, conduits, appliances or equipment of any nature or type or from any other place or cause.

HUNTINGTON TOWNHOMES CONDOMINIUM ASSOCIATION

d. Owner shall further be responsible for maintaining and repairing the Air Conditioner sufficiently and properly and so as to prevent excessive noise. Owner shall take any and all reasonable steps to reduce the level of noise that the Air Conditioner will generate. Such steps include but are not limited to the following:

- i. Regular annual changing of air filters and tune ups and repairs of the Air Conditioner.
- ii. Regular annual inspections with written proof of said inspection and any possible repairs being provided to Development.
- iii. Any and all necessary work to keep Air Conditioner running properly, efficiently, and effectively.
- iv. Investigating the make and model of the Air Conditioner. When comparing air conditioners, Owner should ensure the sound power level label on the unit or in literature specifications.
- v. The position and location of the Air Conditioner is an important factor in ensuring noise is not going to be intrusive as to the other members of the HOA.
- vi. The installation of an acoustic enclosure is a practical alternative to reduce the noise is to install an acoustic enclosure. Such enclosure must also be ventilated, fire resistant, not attached to common area or building structure.

Owner must perform regular and consistent maintenance of the unit on an annual basis with written proof of maintenance provided to HOA. Over time, air conditioners, like many machines, deteriorate in their performance. This may be accompanied by an increase in noise from worn bearings, cabinet rattles, dirty or rusty fan blades, worn rubber mountings and compressor wear. Therefore, Owner shall continue to perform necessary and proper maintenance on a yearly basis to reduce the level of noise that is generated and comply with any City ordinance or regulation concerning noise levels of the unit. If the Association receives a noise complaint regarding the unit, Owner shall take all necessary steps to investigate and reduce the level of noise that is being generated, including retaining an expert or consultant to provide recommendations regarding noise transmission and the reduction thereof as this is solely the responsibility of the Owner.

5. Subject To Governing Documents; Work Correction. Owner understands and agrees that the Air Conditioner is subject in all respects to the Association's Governing Documents. Owner agrees that Owner is solely responsible for correcting any and all defects or violation, and if Owner fails to abide by the terms of this Covenant, the Association has the right, after written notice to Owner, to maintain, repair, modify, replace or to remove the Air Conditioner at Owner's sole expense. If maintenance, repair, modification or removal of the Air Conditioner is required for any reason, or if the Air Conditioner causes damage to Common Area or other portions of the Development, Owner covenants and agrees to pay any and all costs and expenses incurred. Further, if Owner fails to comply with Owner's obligations in this Covenant, the

HUNTINGTON TOWNHOMES CONDOMINIUM ASSOCIATION

Association may repair and/or restore the affected area(s), and any damages resulting therefrom, with the cost specially charged to Owners and assessed against the Unit.

6. Indemnification; Damage.

a. Owner agrees to defend, indemnify and hold the Association (as well as its Board members, managers, attorneys, agents, professionals, etc.) harmless from all claims, demands, or liability for death or injury to persons or damage to property arising out of or in connection with the Air Conditioner install and/or any and all work to be performed under this Covenant by Owner (or Owner's agents, employees, contractors, subcontractors, invitees or licensees) as well as the entire time Air Conditioner is installed. This provision shall remain in full effect during the completion of all work contemplated by this Covenant as well as its entire existence. Notwithstanding anything to the contrary herein, Owner's indemnity obligations herein shall survive the sale of the Unit and the covenant shall be part of the recorded deed on such property.

b. Owner shall be responsible for the repair and/or replacement of any internal or external fixtures, structures, or equipment, including, without limitation, electrical wiring, electrical systems, pipes, drains, walls, ceilings, etc. which are damaged by Owner or any of Owner's contractors or agents during the life and/or existence of the Air Conditioner. Owner's responsibility shall include, but not be limited to, actual and consequential damages incurred, as well as any possible legal fees and expenses incurred by the HOA.

c. Owner shall repair or replace, as may be applicable, at its own cost and expense, any and all damage or loss sustained to any real or personal property, adjacent structures, or facilities which have been displaced or damaged as a result of the Air Conditioner's existence.

7. Owner Responsible For Construction Costs. Owner shall pay for any and all construction costs and expenses associated in any manner with the construction of the Air Conditioner Installation. Owner shall pay for any and all costs and expenses associated in any manner with the Air Conditioner Installation, including, without limitation, with the construction, installation, maintenance, clean-up, and/or repair of such work, as well as any and all damages to the complex including common areas and other units.

8. Association Testing. Upon completion of the Air Conditioner Installation, The Association shall have the right, but not the obligation, to inspect and/or test Owner's work performed and the parts installed to ensure (a) that the work and the components installed are compatible with the overall system, (b) that the work does not affect the surrounding units, and (c) that the work does not create adverse conditions for the building and/or its systems. If the Association determines that the Air Conditioner or the components are deficient, the Association may elect to demand that Owner correct the deficiencies at Owner's expense and/or demand that the removal of the Air Conditioner, such that the Air Conditioner is restored to the way it was prior, as well as the surrounding areas to any and all Air Conditioning Work. The Association may perform such work itself and special assess Owner's account for any and all of the cost.

HUNTINGTON TOWNHOMES CONDOMINIUM ASSOCIATION

9. Restoration. If the Air Conditioner, or any part of it, is not compatible with the Development, in any way and/or at any time, or it causes damage or a disturbance to neighboring unit owners, Owner agrees to completely restore the area(s) affected by such Air Conditioner to its original condition at Owner's sole cost within a reasonable amount of time (not to exceed two (2) months), after requested to do so by the Association. Further, if Owner fails to comply with this Covenant, the Association may repair and/or restore the affected area(s), and any damages resulting therefrom, with the cost specially charged to Owner and assessed against the Unit as a special assessment. If at any time the Air Conditioner is removed, Owner also agrees to restore the affected area to its original condition, at Owner's sole cost and expense.

10. Workmanlike Manner. Owner warrants that all work under this Covenant shall be performed in a safe, good and workmanlike manner consistent with all applicable industry standards, and in compliance with all applicable laws, ordinances and codes. The work will be maintained and repaired by Owner in a manner consistent with the overall aesthetic quality and standards of the Development, as determined by the Association from time to time. The Association's consent to this Covenant and workers compensation and/or any other necessary insurance shall not be construed as a warranty that the Subject Work complies with applicable laws, ordinances and codes. Owner shall oversee the safe performance of all work under this Covenant and shall be solely responsible for obtaining all necessary permits and/or licenses for the contemplated work and equipment. Owner warrants that the Air Conditioner Installation will be installed in accordance with and in compliance with all applicable laws, that the Air Conditioner Installation will be maintained and repaired in this manner consistent with the overall aesthetic quality and standards of the Development on at least a yearly basis, or as determined by the Association. The Association's consent to this Covenant may not be construed as an acknowledgment or confirmation that the Air Conditioner complies with applicable laws. Owner, on behalf of their heirs, guardians, executors, devisees, administrators, lessees, tenants, invitees, guests, encumbrances, donees, grantees, mortgagees, licensors and assignees, hereby agrees to maintain and make necessary repairs to the improvements related to the Air Conditioner as well as the surrounding common area that is impacted by the installation. Owner further agrees to be responsible for obtaining and/or failing to obtain, any and all necessary licenses and permits and for complying or failing to comply, with any applicable Federal, State, County and Municipal laws, codes and regulations in connection with the installation of the Air Conditioner.

11. Revocable License. Conditioned upon all terms set forth in this Covenant, Owner is given permission by the Association to install, repair and maintain the Air Conditioner. This permission is granted only upon the written presentation made by Owner to Association, and any deviation from that presentation is not subject to this permission and will constitute an immediate violation (no matter when discovered by HOA) thereby warranting removal of said Air Conditioner by HOA. Owner agrees and represents that as of the date of submission of the plans to the Architectural Committee the Air Conditioner and its installation have been approved by all applicable entities, including, if applicable, without limitation, all governmental entities or agencies.

HUNTINGTON TOWNHOMES CONDOMINIUM ASSOCIATION

12. Covenant Running With The Land. Pursuant to Civil Code Section 1468 and applicable law, this Covenant (and its contents) is intended to and shall create covenants and equitable servitudes that run with the land, and shall bind Owner, any and all future owners, and any heirs, successors, assigns, transferees and/or subsequent owners of the Unit, and so the term "Owner" as used herein specifically is intended to include not only the persons currently owning the Unit, but all subsequent owners as well.

GENERAL PROVISIONS

13. This Covenant is the entire, complete, sole and only understanding of, by and between the Parties pertaining to the subject matter expressed herein, and there are no independent, collateral, different, additional or other understandings or agreements, oral or written, or obligations to be performed, things to be done, or payments to be made, not described herein. This Covenant may only be modified by a writing signed by the Parties to this Covenant.

14. Time is expressly declared to be of the essence as to this Covenant and every provision hereof in which time is an element.

15. This Covenant shall not be construed against the party that drafted it, and this Covenant shall be construed as if both parties jointly drafted it. If any provision or any part of any provision of this Covenant shall, for any reason, be held to be invalid, unenforceable or contrary to public policy or any other law, then the remainder of this Covenant shall not be affected hereby and shall remain in full force and effect.

16. The prevailing party to a dispute is entitled to recover reasonable attorney fees, costs and expenses, whether or not the matter proceeds to judgment or any other form of resolution or adjudication, except for resolution by mediation.

17. The failure of the Association to enforce any of the provisions of this Covenant at any time or for a period of time shall not be construed to be a waiver of any such provision or the right thereafter to enforce the same.

18. This Covenant may be executed in counterpart.

(signatures on following page)

HUNTINGTON TOWNHOMES CONDOMINIUM ASSOCIATION

IN WITNESS WHEREOF, the undersigned have executed this Covenant on the dates referenced below.

OWNER(S):

By: _____ Date: _____

Print Name: _____

By: _____ Date: _____

Print Name: _____

ASSOCIATION:

HUNTINGTON TOWN HOMES HOMEOWNERS ASSOCIATION,
a California Nonprofit Mutual Benefit Corporation

By: _____ Date: _____

Title: _____

Print Name: _____

By: _____ Date: _____

Title: _____

Print Name: _____

[notary acknowledgement pages follow]

HUNTINGTON TOWNHOMES CONDOMINIUM ASSOCIATION

<p>A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.</p>
--

STATE OF CALIFORNIA)

)

COUNTY OF _____)

On _____, before me, _____,

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

HUNTINGTON TOWNHOMES CONDOMINIUM ASSOCIATION

EXHIBIT A

LEGAL DESCRIPTION OF THE UNIT

[INSERT LEGAL DESCRIPTION OF THE UNIT]

HUNTINGTON TOWNHOMES CONDOMINIUM ASSOCIATION

EXHIBIT B

PLANS

[ATTACH PLANS SUBMITTED BY OWNER]