

The Courtyards of West Hollywood

Redecorating & Remodeling Agreement

The undersigned, as owner of Unit # _____ (“Unit”), wishes to remodel/redecorate and/or make improvements or alterations to his or her Unit at The Courtyards of West Hollywood. In connection with this project, the undersigned agrees as follows:

1. **Scope of Work.** I understand that my proposal shall be submitted for review and approval by the Association’s architect. Upon written approval, the approved scope of work shall constitute the “Project.” I agree to obtain all necessary Building Department permits prior to the commencement of the Project, and shall perform no work except that which has received prior written approval from the Association’s architect and Board. I will only redecorate/remodel or change those items marked below and will seek additional Association approval for any other work.

No Deposit or Prior Approval Needed:

- | | |
|---|---|
| <input type="checkbox"/> Carpeting | <input type="checkbox"/> Painting or wallpapering |
| <input type="checkbox"/> Appliances | <input type="checkbox"/> Cabinets and countertops |
| <input type="checkbox"/> Electrical and light fixtures (<i>no</i> new wall, floor or ceiling openings; <i>no</i> changes to existing wiring) | <input type="checkbox"/> Plumbing fixtures (<i>no</i> new wall openings; <i>no</i> changes to existing plumbing) |
| <input type="checkbox"/> Tilework, except shower and/or tub areas | |

Prior Approval and Deposit Needed:

- | | |
|--|--|
| <input type="checkbox"/> Vinyl, hardwood, tile, granite, marble floors | <input type="checkbox"/> Changes to tilework in shower and/or tub |
| <input type="checkbox"/> Electrical and light fixtures (<i>with</i> new wall, floor or ceiling openings, or changes to existing wiring) | <input type="checkbox"/> Plumbing fixtures (new wall openings or changes to existing plumbing) |
| <input type="checkbox"/> Changes to walls or ceiling | <input type="checkbox"/> Other: _____

_____ |

2. **Deposit.** Prior to the start of the remodeling process or major repairs (“Project”), I agree to post a deposit (“Deposit”) of \$250.00 with the Association. The Deposit will be used to offset expenses incurred by the Association including, but not limited to, penalties and damages to the Association’s common areas. If fees for plan review, consulting and/or legal fees are required, the Association will put owner on notice with an estimate of applicable expenses prior to the

execution of any review. The deposit (without interest), minus applicable expenses, costs and fines will be returned following the completion of the Project. The Deposit shall not restrict the amount of monies the Association may charge against me for reimbursement of expenses incurred by the Association or penalties assessed against me related to the Project. I understand that if the Deposit is not sufficient to cover all reimbursements, damages, and/or fines, I shall be special assessed for the difference, which shall be collected as provided for in the CC&Rs, including lien and foreclosure. The remainder of the Deposit, if any, shall be returned upon satisfactory completion of the Project.

3. **Reimbursement of Expenses.** I agree to reimburse the Association for all costs and expenses incurred by the Association related to the presentation, approval and completion of the Project, including consulting, inspection, and attorneys' fees.

4. **Rules and Contractors' Compliance.** I acknowledge receipt of the Association's Architectural Standards and Contractor Rules. I shall ensure that all contractors and subcontractors receive a copy of the Association's most current Contractor Rules and abide by them. I agree to pay all fines levied by the Association for violation of the Rules. All construction shall meet or exceed current industry standards.

5. **Liability for Damage & Mitigation.** I hereby assume liability for injuries to persons and/or property damage to common areas or other units arising out of the Project. If the damage is not repaired in a timely manner, the Association may make the repairs and deduct the expenses from the Deposit and/or special assess me. I also assume liability for all expenses incurred by the Association 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 me.

6. **Concealed Conditions.** Any concealed conditions, Building Code violations and/or deficiencies discovered during the Project must be reported to the management office in writing immediately for association review. This includes common area deficiencies found within the Project.

7. **Containment of Dust, Dirt and Fumes.** I will ensure that all dust, dirt, noise, fumes, etc. be contained in my Unit. Doors into the common areas shall be protected so as to prevent dust and dirt from flowing into the common area hallways. All registers (including kitchen and bathroom registers) shall be covered during redecorating. No oil-based paint or lacquer shall be used inside my Unit.

8. **Licensed and Insured.** I will insure that all my vendors shall be licensed and insured, including all contractors, subcontractors, and vendors who will make, direct, or oversee alterations affecting the Association's common areas. I understand that, even if licensed and insured, individuals and companies may be banned from the building if, in the opinion of the Board, they are unreliable, unsafe or establish a pattern of violating the Association's rules, guidelines and standards. The insurance shall be maintained for the duration of the project. I

shall submit certificates of insurance to the office prior to the commencement of work. I will obtain an insurance rider to cover any deficiency by the contractor in meeting the required insurance.

- a. *Workers' Compensation.* Contractors shall maintain Workers' Compensation insurance for all persons performing services described in this Agreement, with a thirty-day prior written notice to the Association of any cancellation, termination or expiration of the insurance.
- b. *Commercial General Liability.* Contractors shall maintain Commercial General Liability insurance (i) in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage, with a \$2,000,000.00 aggregate, (ii) in an occurrence form (not modified-occurrence or claims-made), (iii) with the Association named as additional insured, (v) the coverage must be PRIMARY and not contributory with the Association's own policies, and (v) with a thirty-day prior written notice to the Association of any cancellation, termination or expiration of the insurance. Any variance to this insurance requirement is subject to Board approval on a case-by-case basis.
- c. *Automobile Liability.* For vehicles brought onto the property, contractors shall maintain automobile liability insurance (i) in an amount not less than \$1,000,000.00 combined single limit per occurrence, (ii) bodily injury and property damage liability, to include comprehensive form, (iii) owned, hired, and non-owned vehicles, and (iv) with a thirty (30) day prior written notice to the Association of any cancellation, termination or expiration of the insurance.

9. **My Insurance.** If I plan to do the work myself, I will present the office with proof of Commercial General Liability insurance (i) in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage, with a \$2,000,000.00 aggregate, (ii) in an occurrence form (not modified-occurrence or claims-made), (iii) with the Association named as additional insured, (iv) the coverage must be PRIMARY and not contributory with the Association's own policies, and (v) with a thirty-day prior written notice to the Association of any cancellation, termination or expiration of the insurance.

10. **Inspections.** The Association shall have the right but not the obligation to periodically inspect the Project with 24 hours prior notice. I agree to allow such inspections and agree that the Project will be halted and a fine of \$200.00 assessed if inspections are not allowed. I understand that such inspections do not relieve me from my duty to comply with the Association's Architectural Standards and all applicable Building and Fire Codes.

11. **Structural and Code Compliance.** I hereby warrant that all work and materials related to the Project will comply with all applicable Building 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. I understand that all technical and engineering matters shall be my responsibility.

12. **Notification re: Vendors.** For security reasons, I agree to notify the office of the hours when vendors will be on site. I will also provide the office with my contractors' and subcontractors' license numbers and telephone numbers. I will give the management office notice in writing of the arrival of vendors on an emergency basis for the purpose of dealing with an immediate need, i.e. plumbers, locksmiths, etc., by the next business day.

13. **Water Shut-Offs.** Water shut-offs are restricted to Monday through Thursday between the hours of 10:00 a.m. and 4:00 p.m. At least five (5) working days notice must be given to the Association. There will be a charge for shut-offs as follows: (i) 1st shut-off, no charge, (ii) 2nd shut-off, \$250.00, (iii) thereafter, \$500.00 per shut-off. All monies must be paid in advance.

14. **Flooring Acoustics.** A hard floor surface installation will be authorized providing that an IIC level of 50 (or 45 if field tested) is achieved in accordance with the ordinances adopted by the City of West Hollywood. Hard surfaced flooring shall require the installation of acoustical materials such as Enkasonic (Akzo Nobel Sound Control Products, 626-330-1786), Regupol (Dodge-Regupol Inc., 717-295-3400) or Acousticork (Amorim Industrial Solutions, 800-255-2675) *before* installing your floor. If requested by the Association, Member shall produce a sound test from an acoustical laboratory accredited by the United States Department of Commerce, National Institute of Standards and Technology under the National Voluntary Laboratory Accreditation Program for this test procedure to confirm the Association's acoustical standards have been met. If the standards are not met, Member shall promptly make appropriate changes to ensure compliance. All contracts for work involving the installation, modification or redoing of any flooring shall include a provision specifically obligating the contractor and all subcontractors to comply with and satisfy the requirements in paragraph 4.3 (a) through (c) of The Courtyards of West Hollywood Homeowners Association, Inc.'s Architectural Standards, including but not limited to the acoustical standards set forth therein.

14a. **Installation of Hard-Surfaced Floors.**

If, at any time after the conclusion of work involving the installation, modification or redoing of any hard surfaced floors in my Unit (including but not limited to marble, granite, tile and hardwood): 1) the Association makes repairs to the Common Area (including but not limited to repairs to the sub-flooring, replacing of loose nails in the sub-flooring, etc.), and 2) those Common Area repairs require the removal of, or cause damage to, any hard surfaced floors within my Unit; then I shall, solely at my own expense, be responsible for paying all costs and expenses in connection with replacing, repairing and installing the hard surfaced floors so removed and/or damaged. I waive any rights which I may have to obtain reimbursement from the Association, its officers, directors and agents for the costs and expenses which are incurred in connection with replacing, repairing and/or installing the hard surfaced floors pursuant to this paragraph. I understand that the replacement, repair and installation work of the hard surfaced floors (which I must pay for) will require the approval of the Association, and remains subject to all provisions of the Association's governing documents.

15. **Home Theater Systems.** Stereo and home theater equipment must be properly insulated to avoid sound transmission through walls, ceilings and floors. Installation of speakers or equipment in demising walls is prohibited. Home theater systems must meet the following standards:

- a. *Noise Level.* Member must ensure that any amplified audio originating in their Unit shall measure less than 5 dB above the prevailing ambient noise level (L_{90}) in any octave band (125-8000 Hz) from any location outside the Unit.
- b. *Bass.* The bass portion of the amplified audio (below 125 Hz) shall be limited to an octave band level of 75 dB within the affected unit.

16. **Acoustical Test** At the conclusion of any work involving plumbing, redoing of floor surfaces (carpet or hard surface), or a home theater system, I shall, at my own expense, produce a “sound test” from an acoustical consultant to confirm that the acoustical standards set by this document have been met. If the standards are not met, I shall promptly make appropriate changes to ensure compliance or restore the Unit to its original condition.

17. **Plumbing Fixtures.** Plumbing fixtures may be replaced as long as no alterations are made to the plumbing, pipes, drains, vents or valves, and no openings are made in the walls or ceilings. If new fixtures or appliances are added or upgraded, such as washing machines and dryers, bidets, wet bars, bath tubs, spas, jacuzzis, hot tubs or similar tubs, plans must be submitted and approved. Removal and replacement of tubs or showers requires a building permit, a deposit, and the signing of a Redecorating and Remodeling Agreement with the Association.

18. **Diligent Construction.** I agree to complete the Project within six (6) months from the Association’s approval of the Project. Extensions may be granted at the Board’s discretion for delays caused by strikes, fires, holidays or other events beyond my control. If the Project is not completed within six (6) months and no extensions have been granted, fines shall accrue at the rate of \$100.00 per day until the Project is completed. If work has not begun within six (6) months of the approval, the approval shall expire.

19. **Incomplete or Inadequate Work.** I understand that if the Project is incomplete or is completed in such a manner that Common Areas are adversely affected, the Association may correct the problem and deduct the cost from the Deposit, special assess me for reimbursement, and/or take legal action to have the problem corrected.

20. **No Mechanics Liens.** I agree to indemnify and hold harmless the Association and all other Members against liability or loss arising from mechanics liens resulting from work on the Project.

21. **Indemnity.** The Association’s consent to the Project shall not give rise to any liability

by the Association or its representatives. I agree to indemnify, hold harmless and defend the Association and its officers, directors, employees and agents from claims arising from the Project or its approval by the Association. This indemnity shall survive the termination of this Agreement.

22. **Enforcement Provisions.** The Association shall have the authority to impose monetary penalties, suspend the Project and workers' access to the Project, obtain restraining orders, obtain damages, and cure the violation or repair the damage and special assessment for reimbursement. Unless otherwise provided for in this Agreement, monetary penalties may be assessed as follows: (i) first violation, up to \$500.00, (ii) second violation, \$100.00 to \$700.00, (iii) third violation, \$500.00 to \$1,000.00, (iv) additional violations, up to \$3,000.00.

23. **Attorneys' Fees.** In the event proceedings are brought to enforce these Architectural Standards, the prevailing party will be entitled to recover all costs and reasonable attorneys' fees. If the Association is the prevailing party, the monies awarded shall become a special assessment against me.

Member: _____

Date: _____

Unit #: _____

(Rev. 1/06)