

TOLUCA TOWN HOUSE NO. 3 HOMEOWNERS' ASSOCIATION

Architectural Guidelines (Adopted August 7, 2019)

These Architectural Guidelines ("Guidelines") have been adopted, pursuant to Article V *et seq.* of the Declaration of Covenants, Conditions, and Restrictions ("CC&Rs") to establish limitations, restrictions and standards governing structural, and landscaping architecture, and design within TOLUCA TOWN HOUSE NO. 3 HOMEOWNERS' ASSOCIATION ("Association") collectively referred to herein as the "Property". To the extent of any conflict between these Architectural Guidelines and the law, the law shall control; to the extent of any conflict between these Architectural Guidelines and the Association's CC&Rs, the CC&Rs shall control, except to the extent that these Architectural Guidelines were adopted to comply with the law.

I. ARCHITECTURAL COMMITTEE

1. Appointment. The Board of Directors ("Board") may, but shall not be obligated to, appoint an Architectural Committee ("AC"), composed of three (3) to five (5) Members (the exact number shall be determined by the Board). Members appointed to the AC by the Board shall be from the membership of the Association and may also be members of the Board. Unless and until the Board appoints one, the Board shall automatically be deemed the AC and carry out the review functions outlined herein.
2. Architect. The Board/AC may, but shall not be required to, retain the services of an architect and other consultants to assist in these review functions. The cost of such consultants and any related expenses may be charged to those Members submitting plans for alterations/Improvements.
3. Meetings. The Board/AC shall meet from time to time, as necessary, to properly perform its duties hereunder. The vote or written consent of a majority of the Board/AC members, at a committee meeting (if applicable), shall constitute an authorized act of the Board/AC, unless the unanimous decision of the Board/AC is required under the CC&Rs. Notice, hearing and conduct of the meetings must be in accordance with the Bylaws of the Association and general corporation laws regarding committee meetings.

II. PURPOSE

The intent of these guidelines is to give specific design criteria to Owners for subsequent Improvements, in an effort to preserve a high quality appearance for the Property, thus ensuring compatibility and harmony between Improvements, and

enhancing the overall aesthetics of the community. These Guidelines are also intended to be used by Owners in preparing for architectural and other Improvements; and by the Board and/or AC in reviewing Architectural Applications for conformance with the stated objectives.

As defined herein and the CC&Rs, "Improvement" means "without limitation, any building, outbuilding, structural Improvement, exterior landscaping, fence, wall, exterior modification of existing structures, internal modifications of any Unit involving any roof, bearing wall or other structural component thereof, any change in exterior color, or the installation of awnings, antennas, television satellite reception dishes, patio covers, natural gas lines, exterior lights, vents, windows, doors, and door hardware". (CC&Rs, Art. V, Sect. 5.02)

Improvement does not mean "any work or Improvement within an Owner's Unit so long as the project does not involve any load bearing wall or breach or entry into the roof of the Unit". (Emphasis added.) (CC&Rs, Art. V, Sect. 5.02)

The Board and/or AC review Improvements for aesthetic purposes only and the approval or rejection of plans may be based on aspects of design, placement, landscaping, color, finish, materials, and harmony with existing structures. It is the Owner's responsibility to follow all applicable federal, state and local building codes, if applicable. Permits may be required by the City of Burbank and/or County of Los Angeles. The Board/AC is not responsible for approval of plans from the standpoint of structural safety or conformance with building codes.

III. ARCHITECTURAL STANDARDS

1. No Improvement of any kind shall be commenced, erected, or maintained within the Property, nor shall any exterior addition, change or alteration be made to a Unit or to the Property without submission of an Architectural Application to the Board or AC, as appointed from time to time.
2. Submissions using the Architectural Application must include the precise scope of work and details of the change, including, without limitation, the nature, color, kind, shape, height (including front, side and rear elevations), materials, and location of same, location of storage of material during construction of the Improvement/modification, estimated start and completion date, and any other information the Board/AC in its discretion may deem relevant.
3. No Improvement, alteration, modification or other work shall be commenced until plans and specifications for the work have been approved, in writing, by the Board/AC.
4. Installations of any kind which protrude or may protrude through the walls or roof of the building, are prohibited, unless authorized in writing by the Board/AC. This

includes, but not limited to, electric lines, telephone lines, television antennae, satellites, machines, HVAC units, security cameras, or doorbell cameras on the exterior of the Property.

5. For solar energy system installation, see the Association's Solar Energy Installation Policy.
6. For satellite dish installation, see the Association's Satellite Dish & TV Cable Policy.
7. All exterior color changes from the approved color scheme of the Property require the written approval of the Board/AC. This includes sliding doors, front doors, garage doors, trim, and all other exterior painting.
8. All patio/deck lights, recessed or otherwise, may not be changed, modified, altered, or added if not previously installed, without the written approval of the Board/AC.
9. Right to Decorate Residence. Any Unit Owner may make nonstructural additions, alterations and Improvements within his/her Unit without the prior written approval of the Board/AC, so long as such additions, alterations or Improvements are made in accordance with any applicable governmental regulations. Owners shall have the right to paint, plaster, panel, tile, wallpaper or otherwise finish, refinish or decorate the inner surfaces of the walls, ceiling, floors, windows or doors, within their Units, subject to the standards, restrictions and procedures found in the CC&Rs and these Guidelines. Notwithstanding the foregoing, any such Unit Owner shall, to the extent required by law, be responsible for any damage to other Units or to the Common Area elements, which result from any such alterations, additions, Improvements or decorations. (CC&Rs, Art. V, Sec. 5.02)

IV. DECISIONS

1. Submission of Plans; Action by Committee. The Architectural Committee shall review the plans and specifications, and present to the Board with its recommendation for approval or disapproval. In the event the Board fails to approve or disapprove such a design and location within forty-five (45) days after said plans and specifications have been submitted to the Architectural Committee, the request shall be deemed denied. Under such circumstances, the written request may be resubmitted. Approval of the Board can contain conditions or requests for modification of particular aspects of the Owner's plans and specifications.

2. Complete plans and specifications must be either:
 - a. Personally delivered to a Board/AC member; or
 - b. Mailed, postage prepaid, certified mail, return receipt requested, to the Board/AC at its current address; or
 - c. Electronic submission (provided owner has consented to receive email communication from the Association, including email confirming receipt of an Architectural Application submission).
3. Evaluation/Inspection. The Board/AC and/or its agents shall have the right, but not the obligation, to periodically inspect any construction for which plans were approved. Owners shall allow inspection and any Improvements may be halted and the Owner fined, following notice and hearing, if inspection is not allowed. Such inspections do not relieve the Owner from his/her duty to comply with the Architectural Guidelines and all applicable building and fire codes. If the as-built Improvements, additions, alterations or modifications are different from those approved, such Improvements, additions, alterations, or modifications shall be deemed disapproved and the Owner shall promptly correct the nonconforming items to comply with these Guidelines, the Association's approvals, and City of Burbank or County requirements.
4. Rescinding Approval. The Board/AC shall have the authority to rescind approval of plans previously approved by it, if it believes that there is good reason to rescind such approval.
5. Evaluation. The Board/AC will promptly and expeditiously evaluate requests and submissions. All decisions will be made in good faith and will not be unreasonable, arbitrary or capricious.
6. Written Decision Regarding Denials. If the Board's/AC's decision is to deny the submittal, the decision will be in writing and will state why it was disapproved. The written denial will also describe the procedure for any reconsideration of a denial by the Board/AC, if available.
7. Variances. The Board and/or AC (subject to Board approval) may grant a variance. A variance is a deviation from the Association's Governing Documents (i.e., these Guidelines or the CC&Rs), and is different from an architectural change. A variance may be appropriate, if the variance does not: (i) constitute a material deviation from the overall plan and scheme of development within the community; (ii) result in a material detriment; or (iii) create a nuisance. (CC&Rs, Art. V, Sec. 5.06)

V. APPEAL

If an Owner wishes to appeal any denial by the Board/AC (if one exists and made the decision), such Owner must give written notice requesting reconsideration to the Board within fifteen (15) days of receiving its (or the AC's) denial. The Board (or AC, if the composition of the membership of the AC is identical to the Board) must review and decide upon the proposal within forty-five (45) days after the decision by the Board/AC, otherwise, the proposal will be deemed approved.

All decisions of the AC are subject to review by the Board.

VI. REVIEW FEES AND CONSTRUCTION

The Board may establish a schedule of fees which may be charged against the submitting party to defray any costs incurred by the Association, including architectural and/or engineering consultant fees, legal fees, and expenses for reviewing plans. In addition, the Board may require Owners to sign a construction agreement.

VII. CONSTRUCTION AND CODE REQUIREMENTS

1. Plans and specifications are not reviewed or approved for engineering design or building code specifications. Owners shall be responsible for ensuring compliance with applicable fire and building codes, ordinances and specifications. Any construction, repair, modification, or alteration of any Improvement requiring the issuance of a building permit shall be submitted by the Owner to the appropriate governmental entity for review and approval. The Board/AC requires all permits to have been signed off by the City Building Department, and copies provided to the Board/AC.
2. Diligent Construction. The construction of any Improvement shall be prosecuted diligently and continuously from the time of commencement until fully completed, and all Improvements shall be completed within six (6) months or other reasonable time as determined by the Board.
3. Licensed Contractor. All Improvements commenced subject to these Architectural Guidelines must be performed by a fully licensed and bonded contractor, plumber, or other building professional. Proof of license and bond or insurance may be required by the Board/AC.
4. Association Repairs within a Unit. In the event of damage within a Unit, that is the Association's responsibility to maintain, repair, and/or replace, the Association, its agents, and/or vendors shall be entitled to access the Unit to make the necessary repair(s) or require the Owner to make the necessary repairs, provided that same are in compliance with these Guidelines and the

Governing Documents. The Association shall only be liable to reimburse the Owner for the amounts that would have been charged by a contractor of the Association's choosing, based upon the scope and work necessary to remedy the damage within the Association's responsibility pursuant to the CC&Rs and applicable law.

5. Refuse Removal. At all times, Owners and their contractor(s), plumber(s) or other building professional(s) shall keep the Common Areas, and entry and exit points free from trash and debris. All trash and debris shall be promptly and properly disposed of at the Owner's expense. Owners may not dispose of oversized refuse in the Association's trash bin(s) or their trash bin(s). The City of Burbank provides a service for bulky items to be picked up on the dedicated trash day. Use of dumpsters during alterations must comply with City of Burbank codes and cannot be placed in the driveways or alleys or interfere with Owner access and egress.
6. Storage of Tools and Materials. Owners and their contractor(s), plumber(s) or other building professional(s) are prohibited from storing tools and materials in the Common Areas, driveways, and entry and exit points.

VIII. ENFORCEMENT OF GOVERNING DOCUMENTS

Violations of the Governing Documents are addressed by the Association in accordance with applicable provisions of the Governing Documents and the Civil Code.

TOLUCA TOWN HOUSE NO. 3 HOMEOWNERS' ASSOCIATION
ARCHITECTURAL APPLICATION

Property Address (including Unit No.): _____

Mailing Address: _____

(If different from Property Address)

Owner/Applicant Name: _____

Does Owner reside in the Unit?:

Yes No

Phone #: _____

Cellular Phone #: _____

Fax #: _____

E-mail Address: _____

If Owner does not reside in the Unit, please provide the Unit Occupant's Name & Contact Info:

Unit Occupant Name: _____

Phone #: _____

Cellular Phone #: _____

Fax #: _____

E-mail Address: _____

Please describe, in detail, the Proposed Modification to Your Unit below. Please include the precise scope of work, including, without limitation, colors samples where applicable, dimensions, location of improvement, storage of material during modification, estimated start and completion date and any other information that may relevant. Please attach additional pages, as necessary.

Thank you for submitting this Architectural Application. In order to handle your request properly and efficiently, please submit your complete plans and specifications in duplicate form so that one set may be returned to you. Also, in describing your proposed modification, please include **any and all** relevant information, such as materials to be used; a pamphlet from the company providing the service or showing the product; permits required from the city; texture, color, dimensions; size of structure, location of object being installed in relation to the structure; and specifications, drawings (or blueprints or sketches), etc.

You will be notified in writing by the Association's Board of Directors as to its decision regarding your request. Article V, Section 5.04 of the Association's CC&Rs provide, in pertinent part:

“The Architectural Committee shall review the plans and specifications, and present to the Board with its recommendation for approval or disapproval. In the event the Board fails to approve or disapprove such design and location within 45 days after said plans and specifications have been submitted to the Architectural Committee, the request shall be deemed denied.” (Emphasis added.)

Notwithstanding, work shall not begin until written authorization has been obtained. All necessary permits shall be obtained before work commences. Always check that your contractor is licensed and insured.

Owner is solely responsible for any damage to his property, neighboring properties, or Common Areas, or any personal injury in connection with, arising out of or related to the Proposed Modification.

By signing this application, I understand and agree that:

1. No construction may begin until the written approval of the Board of Directors has been received.
2. Nothing shall be kept or maintained within a Unit which might impair the structural integrity of any building or structure.
3. All work will be done at my sole expense and all future maintenance of the Proposed Modification will be at my sole expense.
4. All work will be performed expeditiously once commenced and will be performed in a good workman-like manner by a licensed and insured contractor.
5. All work will be performed at a time and in a manner to minimize interference and convenience to other unit Owners or residents.
6. I will be responsible for the conduct of all persons, agents, contractors, and employees who are connected with this work.
7. I will be responsible for complying with, and will comply with, all applicable federal, state and local laws, codes, regulations and requirements in connection with this work, and I will obtain any necessary governmental or city permits needed.
8. I agree to release and hold Toluca Town House No. 3 Homeowners' Association and its officers, directors, and agents harmless from any and all claims, demands, costs, expenses, rights, and causes of action for personal injury or property damage of any kind that may arise as a result of the installation, removal, maintenance, repair and/or replacement of the Proposed Modification and its use. I further agree to indemnify Toluca Town House No. 3 Homeowners' Association and its officers, directors, and agents against any claim, lien, judgment, costs, expenses, or causes of action arising from the Proposed Modification and any other work performed or out of my conduct as Owner, as well as the consultants, agents, or any others acting under my direction or control. By this agreement, I hereby agree to pay reasonable attorneys' fees and all other costs and expenses which may be incurred by Toluca Town House No. 3 Homeowners' Association, its Board of

Directors and managing agent in enforcement of this agreement, or in the defense of any action arising from the installation, maintenance, repair and/or replacement or use of the Proposed Modification. Further, I hereby agree to repair any damage caused by the improvement, whatsoever, to any property, real or personal, incurred whether by its installation, removal and/or use.

SIGNATURE: _____ DATE: _____
PRINT NAME: _____

FOR BOARD OF DIRECTOR'S USE ONLY:

Architectural Application: _____ Approved _____ Denied

Conditions of Approval: _____

Returned to Owner/Applicant for: _____

Reviewed By: _____

Title: _____ Date: _____