



WEST OCEAN ASSOCIATION

DESIGN GUIDELINES

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WEST OCEAN COMMUNITY ASSOCIATION
DESIGN GUIDELINES

I. RULES AND REGULATIONS

a) Improvement Definition List

Redecorating

Cosmetic - Painting, Carpet, Wall Coverings

Refacing/refinishing cabinetry and hardwood floors

Minor repair - replacing light fixtures, switches, built in kitchen appliances, free standing closet system installation, free standing wall systems & faucets and toilets

Remodeling

Electrical – Moving j/box locations or re-routing electrical wires/ breaker boxes, adding additional j/boxes and switches, installing elaborate lighting systems

Plumbing – removal/replacement/relocation of sinks, relocation of washer/dryers, tubs, showers, water heaters, drains and vents.

Cabinetry – removal/relocation and replacement

Countertops/tile/stone finishes – removal and replacement

Hard Surface Flooring – removal and replacement

Walls – drywall removal and replacement – moving or modifying or reconfiguring original construction.

b) Permit Requirements

The City of Long Beach requires permits for any construction involving the removal or moving of a wall and all plumbing and electrical work. Permits must be obtained from the City of Long Beach (562) 570-6555 and provided to the management office prior to the beginning of construction.

To simplify things for you we have identified routine work that occurs in the building that will require a permit. However, not all work is listed in this form and other items may also require a permit.

Walls/Windows/Doors:

A building permit is required for any construction involving removal or moving of a wall and/or removal and replacement of over 10% of the drywall inside the unit. Permits are required for kitchen and bathroom remodeling. Modifications to doors are also an example of work that requires a permit.

Electrical:

An electrical permit is required to install, alter, reconstruct or repair any electrical wiring.

Plumbing:

A plumbing permit is required to add, alter, construct, move, relocate, remove, reconstruct, repair or replace any plumbing.

c) Permit Not Required

Walls/Floors

A building permit is not required for painting, papering, carpeting and similar work.

Kitchens/Baths

A plumbing permit is not required for repairing or replacement of faucets, ball cocks, exposed fixture traps or shut-off valves or garbage disposals, clearing stoppages, repair of water heaters (provided the water heater is not disconnected) or replacing toilets.

Electrical

An electrical permit is not required for repair or replacement of current-carrying parts of any switch, contactor or control device, replacement of fuses/circuit breakers of the same rating in the same location, repair or replacement of incandescent lighting fixtures.

II. PLAN REQUIREMENTS

NOTE TO ARCHITECT / DESIGNER: Please review these requirements carefully. Failure to follow them will result in your plans being rejected, which will delay the project and increase the cost to your client.

- 1.1 Concept Drawings: To keep expenses down, you should prepare and submit concept drawings for review and approval. Once your concept has been approved, full plans should be submitted.
- 1.2 General Provisions: Drawings must indicate the full scope of work to be performed. They must also include all existing conditions.
 - a. *Scale and Elevations.* Drawing must be prepared with floor plans drawn to a scale of $\frac{1}{4}'' = 1'$, showing overall dimensions and area in square feet. Existing conditions as well as all proposed changes must be shown. Plans must include interior elevations and sections of all interior changes.
 - b. *Engineering and Code Compliance.* The Association does not approve plans for engineering design or building code compliance. All technical and engineering matters are the Member's responsibility. Members must fully comply with applicable building codes, ordinances and specifications.
 - c. *Original Building Plans Available for Review.* The General Manager's office has reprints of the building's original design documents on file, copies of which may be obtained through the Association's reprographic service at the Member's expense. These plans include architectural, structural, mechanical, plumbing, fire sprinklers and electrical plans for the building. Your architect and contractor should review these drawings before preparing plans for review by the Association. Your architect / designer / engineer must conduct their own inspection and investigation of existing conditions and not rely on the accuracy of the plans on file. NOTE: these are original developer plans and the Association cannot attest to their accuracy. In addition, the plans may not reflect "as-built" conditions or any subsequent changes or alterations.
- 1.3 Demolition Plans: Demolition plans must be included in your submittal.
- 1.4 Walls: Plans must include "sections" showing wallboard type, thickness, framing method, attachment, stud size and gauge, and intersection details.
 - a. Acoustical Standard: No alteration, repair or replacement of wall coverings in Condominiums which may diminish the effectiveness of the sound control engineering in the buildings may be made. No actions may be taken that may interfere with structural noise mitigation improvements installed in the Units. No puncturing, piercing or otherwise altering any walls shared with another Unit, if any, is permitted. No loudspeakers, sound system, entertainment system or loudspeaker back boxes may be installed in any

walls shared with another Unit, on the balconies or any walls adjacent to common corridors, or ceilings of a unit.

- b. Penetrations: Penetrations or openings for piping, electrical devices, recessed cabinets, bathtubs, soffits, or HVAC ducts must be sealed, lined, insulated or otherwise treated to maintain the required sound and fire ratings. There must be no contact between the installed gypsum board and any mechanical ductwork, plumbing, piping or electrical conduit.
 - c. Structural: Nothing may be done in any Condominium that might impair the structural integrity of the Building or that may alter the plumbing, electricity or natural gas facilities serving any other Condominium.
 - d. Fire Stops: Any penetrations of walls, floors or ceilings must be properly fire sealed. Plans must show proper fire blocking and fire stopping.
 - e. Metal Studs: All wall construction must use metal studs and non-combustible construction materials.
- 1.5 Ceilings: Plans must include “sections” showing ceiling-board, framing, attachments and intersection details.
- a. Raised Ceilings: Whenever ceilings are raised, all electrical, plumbing and HVAC lines must be re-routed using acoustical isolators around the raised ceiling.
 - b. Access Hatch: An access hatch must be installed in an adjacent area to allow maintenance access.
 - c. Acoustical Requirements: ANY modifications that may affect the acoustical qualities of the building’s construction must be approved by the Association’s acoustical consultant.
- 1.6 Hardwood, Tile, and Stone-Flooring: The building is constructed with steel-reinforced concrete. No coring or penetrations of the floor/ceiling slab is permitted unless plans from a structural engineer are submitted. No Homeowner shall install any tile or other hard surface flooring in the units without written approval of the Design Review Committee. No Homeowner shall remove any noise mitigating improvements without replacing it with materials offering the same or better noise mitigation as the materials that were originally installed. Hard-surface floors may not be installed in any bedrooms and hard-surfaced floors may be permissible in other areas but must be installed using proper acoustical insulating materials so as to avoid noise problems with sound transfer. Hard-surfaced floors may be permitted under the following criteria:

The following must be submitted to the Committee:

- a. Written documentation from a licensed engineer, architect or other consultant with qualifications reasonably acceptable to the Committee that the noise mitigating properties of the proposed flooring are the same as or better than the materials originally installed.
 - b. A construction drawing clearly indicating the type of flooring and underlayment providing the laboratory IIC rating of each assembly without a ceiling below being greater than or equal to IIC 52 with a ceramic tile floor finish; the field IIC rating (FIIC) of this floor/ceiling construction (based on tests in the field) is greater than or equal to FIIC 54 with a ceramic tile floor and a lowered ceiling (with a 14 inch deep ceiling cavity); a minimum IIC or FIIC rating of 58 (without a ceiling below the structural slab) when tested in accordance with ASTM E1007 for all hardwood floors. The drawing must clearly identify all materials, their composition and thickness.
 - c. 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.
 - d. A test report from a qualified acoustical testing laboratory clearly showing that the Impact Isolation Class (IIC) of the construction selected has met minimum IIC or FIIC ratings as outlined above.
 - e. A copy of the installation instructions from the floor underlayment manufacturer.
 - f. The name, qualifications, and experience of the contractor and how they will install the hard surface flooring and underlayment with a listing of his experience in the installation of floors utilizing perimeter isolation materials.
 - g. The proposed individual(s) who will oversee the installation in order to verify that the installation is in accordance with the manufacturer's requirements.
- 1.7 Steel-Reinforced Floor Slab/Ceiling: Because the units are built on a steel-reinforced concrete floor, **NO CORING, CUTTING, TRENCHING, CHIPPING OR PENETRATIONS** of the floor slab/ceiling is allowed unless plans from a registered structural engineer are submitted and have been approved. Exception: Penetrations by fasteners of less than 1 1/2" in length are not subject to a structural engineer's review but must be approved, in advance, by the Association. No chipping, cutting or alterations of any structural columns is permitted.

- 1.8 Electrical: At a minimum, conceptual electrical and lighting layouts are required. Depending on the proposed electrical work, engineered drawings may be required. All electrical wiring must be copper. No Romex or aluminum wiring allowed. All electrical boxes in demising walls must be acoustically insulated and fire-proofed.
- a. Recessed Lighting: Because the floor/ceilings of the units are fire rated, all recessed lighting must be approved fire-rated fixtures or installed in a fire-rated “box”.
- 1.9 Telephone/Data Lines: Conceptual telephone/data outlets must be shown on the electrical layouts. All telephone CPUs, switching equipment and system upgrades must be installed inside the Homeowner’s Unit. Such equipment may not be installed in the Association’s common areas. Any wire runs to common area phone terminals must be Code-compliant, and must be installed so as not to be visible. Above ceilings all wiring must be concealed in conduit or be plenum-rated. Please note on the plans that the contractor must coordinate with the Management Office.
- 1.10 Plumbing Lines: Plans must show existing conditions as well as proposed alterations to plumbing.
- a. Sound Isolation. Domestic water piping systems shall be laid out to minimize flow generated noise by keeping flow velocities less than 6 feet per second and avoiding multiple elbows within 5 equivalent pipe diameters. All domestic water piping (hot and cold) within a living unit shall be copper tubing that is supported from the wall framing using sound-rated clamps equal to Hold-Rite # 250, # 280, # 255, # 285, # 241, # 261, # 262, # 263, and # 264. Alternatively, pipes may be supported with standard clamps that are oversized so that a ¼ inch thick neoprene pad can be wrapped around the pipe. All other pipe support clamps must be approved in writing by the acoustical consultant. Domestic water piping shall be routed away from living and sleeping areas, whenever possible. If pipes must be installed in party walls, do not support pipes from both sides of the party wall. Pipes serving one unit shall not contact or be supported by wall framing for the adjacent unit. Domestic water pipes located in party walls that are adjacent to the bedroom of another living unit shall be wrapped as shown on Architectural drawings. These pipes shall be wrapped with 1” wall fiberglass pipe insulation (with ASJ jacket), which in turn shall be wrapped with 1 lb/ft² (psf) sheet lead or loaded vinyl (equal to Kinetics KNM-100AL).
- b. Wall Penetrations: Where piping *passes* through *interior walls* and no attachment per code is required; create minimum ¼ -inch clearance around the pipe. Where lines penetrate gypsum board, concrete or other material, the pipe must not be in contact with material and the “sleeve” must be resilient. The material must be USG Acoustic Sealant, or equal, at non-

rated penetrations or a 3M non-hardening fire caulking, or equivalent, meeting the required fire rating.

- c. **Waste and Vent Lines.** All domestic water waste and roof drain piping in the building shall be standard weight cast iron with no-hub fittings. Waste lines shall be supported with clamps supported from the concrete floor or attached directly to PVC pipe sleeves installed in the concrete floor. Direct contact between waste lines (including its supporting clamps or hangers) and any metal stud framing, or gypsum board is prohibited. If the City Inspector requires strap supports for vertical risers between floors, provide an isolation layer of minimum ¼ inch thick neoprene rubber or carpet pad between metal strap and waste pipe. Pipe sleeves shall be located away from wall edges so as to provide a minimum of 1 inch clearance between the pipe wall and the gypsum wallboard. Please note on drawings.
- d. **Water Velocity & Load Calculations:** Size all piping so water velocity does not exceed six (6) feet per second. No additional plumbing fixtures may be added without specific written approval. For each additional fixture such as wet bars, toilets, bidets, shower, tubs, etc., load calculations must be included showing that the volume of the waste produced does not overload the existing plumbing system.
- e. **Angle Stops and Risers:** Replace all angle-stops under sinks, toilets and bidets with brass. Risers must be braided metal supply hoses. Please note on drawings.
- f. **Isolation Valves:** Isolation valves must be installed for all water lines servicing the unit. The valves must be installed in a location easily accessible for servicing.
- g. **Water Lines:** All domestic water lines must be copper. All hot water lines must be insulated.

- 1.11 **Plumbing Fixtures:** High-quality fixtures must be used throughout so as to avoid plumbing failures and problems with hot and cold water cross currents. All fixtures including tub and lavatory must incorporate the use of an aerator in their design. Valves and fixtures must comply with ISO 3822/1 having an appliance noise level of 20 dBA or less.

Acoustical Standard: Daytime sound transmission between units must be no greater than 10 dBA above the prevailing ambient noise level. (Lc) or 55 dBA, whichever is less. Nighttime sound transmission between adjacent units must be no greater than 10 dBA above the prevailing ambient noise level. (Lo) or 45 dBA, whichever is less.

Toilets: All residential toilets shall be tank-type, floor-mounted toilets with gravity flow. Power assisted or wall-mounted toilets are not permitted in living units. All

toilets shall be installed on the finished tile or hardwood flooring with the acoustical underlayment placed between the finished flooring and the structural slab. Toilet seats and lids shall be provided with a soft rubber bumper to minimize impact noise if the seat or lid is dropped onto the toilet bowl. Alternatively, the toilet seat manufacturer may provide a seat/lid design that is adjustable or tight enough to require a slight manual force to raise and lower the seat/lid combination. Toilet seats and lids that are allowed to “free fall” against the toilet bowl will not be accepted.

Bathtubs: Provide minimum ¼ inch thick neoprene rubber waffle pad isolators between the concrete slab and all tub footings. Pads shall be equal to Mason Industries type W with a durometer rating of 40. Neoprene pads shall be field cut to match the size of the tub contact points, and glued to the tub footing with adhesive prior to setting tub on floor. If the size of the tub contact point is less than 4 square inches, provide a 2” by 2” by 1/8” thick steel plate between the tub contact point and the Neoprene pad to distribute the load over the entire pad. The steel plate shall be glued to the Neoprene pad and the Neoprene pad shall be glued to the concrete floor with contact cement adhesive. The waste pipe penetration through the concrete slab shall be centered in the opening so that the pipe wall does not contact the concrete. The annular space between the cast iron waste pipe and the concrete slab shall be sealed using 3M System No. C-AJ-1044.

No Hot-Mopping: Due to safety and odor considerations, hot mopping is prohibited. Tub and shower pans must use a cold process sealant.

- 1.12 Mechanical. Plans must show existing as well as proposed alterations. Manufacturing information sheets should be included with all new equipment installations.
 - a. Acoustical Constraints. No rigid contact is permitted between the building structure and mechanical systems. Spring isolators should be equivalent to Mason Industries type SLFH. No portion of the mechanical system may be connected to or touch the common partition between units. HVAC ducts must be sealed, lined, insulated or otherwise treated to maintain the required sound ratings.
 - b. Suspended Equipment. For suspended equipment, the HVAC equipment selected must be vibration isolated for the structure using Mason Industries type 30 hanger, or equivalent, having a minimum static deflection of one (1) inch.
 - c. Seismic Restraints. Seismic restraints, where required, must be indicated on the plans.
- 1.13 Entry Doors. No changes to the entry doors may be made without written approval of the Association. This applies to door hardware as well as the doors themselves.

- 1.14 Windows and Balcony Doors. Plans must show any alterations to windows and balcony doors.
 - a. Visual Conformity. All glass replacement must be in harmony with the exterior of the building.
 - b. Balcony Doors. All balcony doors must be in harmony with the exterior of the building.
 - c. Tempering and Tinting. All balcony glass must be tempered. All other exterior glass must match the existing glass. Mirrored finishes are prohibited. A sample of the glass must be submitted for review.
- 1.15 Home Theater System. Members are prohibited from installing any sound system, loudspeakers, entertainment system or any other music sound or noise generating or amplifying device, in any shared walls or ceiling of a unit or on the balconies or terraces of each unit.

BALCONY AND TERRACE

- 2.1 Light Fixtures. All external light fixtures must be in keeping with the Association's existing architectural design and must not create a nuisance by flooding light into neighboring balconies or units.
- 2.2 Fountains, Hot Tubs or Spas. No fountains, hot tubs or spas may be installed in Exclusive Use Areas.
- 2.3 Balcony or Terrace Covers. Balcony and terrace covers are prohibited.

MISCELLANEOUS

- 3.1 Number of Plans. The Owner's architect must submit three (3) sets of plans for review. The quantity is intended to speed the process so that plans can be distributed, if needed, to the Association's structural, mechanical and acoustical consultants.
- 3.2 Variances. Where circumstances justify it, the Association may allow reasonable variances. The granting to such variances does not constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for review.
- 3.3 Existing Nonconforming Improvements. Existing nonconforming improvements do not constitute a basis for allowing any new nonconforming improvements. The acceptance of any plans, drawings or specifications for any work done or proposed

does not constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for review.

- 3.4 Building Department Alterations. Any changes made by the Building Department must be forwarded to the Association's Design Review Committee for review and approval before work may commence.
- 3.5 Conflicts Arising Between City and Association. Any construction, repair, modification, or alteration of any improvements requiring the issuance of a building permit must be submitted to the appropriate governmental entity for review and approval. In the event of a conflict in the conditions of approval imposed by the entity and the Association, the more restrictive condition will control. Nothing in these Architectural Standards limits the Association from imposing conditions of compliance, which are more restrictive than conditions imposed by governmental agencies.
- 3.6 Building Permits Do Not Constitute Approval. Despite review of plans by the Association, *Members must separately obtain all appropriate building permits from the City.* However, building permits do not constitute approval by the Association nor does review by the Association constitute approval by the City or waivers of any applicable statutes. These are two separate procedures and Homeowners must comply with both.
- 3.7 Corrections and Comments to Plans. Corrections to plans or comments made by the Association do not relieve the Homeowner of his or her responsibility to engineer the proposed work properly and to comply with applicable building codes, ordinances and specifications.
- 3.8 Concealed Conditions. Any concealed conditions, building code violations and/or deficiencies discovered during the remodeling must be corrected at the Homeowner's expense.

III. CONTRACTOR RULES

NOTE TO CONTRACTORS: Please review these restrictions carefully. Failure to follow them may result in monetary penalties and suspension of construction.

SECTION 1 INSURANCE & SAFETY

- 1.1 Licensed and Insured. Only licensed and insured construction managers, contractors, subcontractors, and vendors are allowed to make alterations, direct alterations, oversee alterations, or make decisions affecting the Association's common areas or residential units. Each must carry *Workers' Compensation* insurance and *Commercial General Liability* insurance. 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 and standards. Insurance will be monitored and verified as current each day contractors report for work, prior to their being authorized access to the building. Contractor's current license class must be consistent with work being performed. Contractor's license status, classification, bonding information and worker's compensation information will be verified through the California State Contractors License Board.

Certificates of insurance and endorsements must be submitted to the General Manager of the Association at 400 West Ocean Blvd, Long Beach, CA, 90802. The endorsement must include all of the following:

- a. Commercial General Liability, including non-owned and hired auto liability, must have a minimum \$1,000,000.00 limit. This coverage must be PRIMARY and NOT CONTRIBUTORY with the Association's own policies.
 - b. Evidence of Workers Compensation coverage in accordance with statutory limits.
 - c. All policies shall be endorsed naming WEST OCEAN ASSOCIATION and the PROPERTY MANAGEMENT FIRM as additional insured.
 - d. All policies shall contain a waiver of subrogation in favor of both WEST OCEAN ASSOCIATION and THE PROPERTY MANAGEMENT FIRM.
- 1.2 OSHA Safety Standards. All OSHA safety standards must be complied with. Other than interior balcony work, any work on the exterior of the building requires the use of OSHA-approved safety belts.
- 1.3 Fire Safety. Any fire-safety deficiencies discovered during the course of repairs and/or remodeling must be repaired by the Homeowner upon discovery and the Association must be notified of the deficiency in writing and describe the corrective action undertaken.
- a. *Fire Sprinkler System.* The Association requires that a licensed fire protection contractor do any alterations to the fire sprinkler system. Shut down of the sprinklers must be coordinated with the building engineer and three days advance notice must be given to the building.
 - b. *Fire Alarm System.* The Association's fire alarm system is maintained by DC Associates, 3671 Industry Avenue, Suite A1, Lakewood, CA 90712. or an alternate fire alarm contractor pre-approved by the Association must do any work involving the alarm system.

- c. *Smoke Detectors.* Smoke detectors in the building are very sensitive. The detectors must be protected by covering them while creating any dust or spray painting/staining. Contact the building engineer to put the system on test when creating dust, spray painting/staining. Remove these covers at the end of each day so that the detector remains functional. Coordinate the covering of the detectors with the building's chief engineer prior to the work. Detectors and fire alarm speakers will not be disconnected or in any other manner, except as described above, be caused not to function. False alarm charges will be billed to the Homeowner.
 - d. *Fire Watch.* If the fire alarm system or fire sprinkler system is disconnected for any reason, the Association and the Fire Department must be notified *immediately*. The Association will post a "*fire watch*" until the system is reconnected. The Homeowner shall pay all expenses including any applicable overtime.
 - e. *Fireproofing Materials.* Any fireproofing removed during the course of construction must be replaced to assure the integrity of the fireproofing system.
- 1.4 Pets, Children, Clothing, etc. Workers are not allowed to bring children or pets on-site and will be denied entry if they have a child or animal with them. All workers must wear closed-toed shoes, pants or shorts, and shirts at all times. Workers are also prohibited from bringing radios onsite or creating nuisance noise unrelated to the construction work. They are also prohibited from eating meals or taking breaks in the common areas or on exterior balconies or terraces.
 - 1.5 No Drugs or Alcohol. No alcoholic beverages, intoxicants, drugs or other controlled substances are permitted to be brought onto Association property or used by workers.
 - 1.6 High Wind Danger. Due to wind hazards and aesthetic considerations no materials or equipment may be stored on balconies during construction (remodeling or redecorating).

SECTION 2

CONSTRUCTION RULES

- 2.1 Parking. Because parking in the building is limited, parking for all construction personnel must be coordinated with the Management Office. Limited duration parking is permitted at the building for purposes of loading and off-loading materials and equipment only. Vehicles must be attended at all times while parked in this area. Daily parking shall be as arranged by the Management Office. Unauthorized vehicles, or those parked in unauthorized locations will be towed at the Homeowner's expense.

- 2.2 Construction Hours. Working hours are limited to Monday through Friday, 9:00 a.m. to 5:00 p.m. with cleanup and departure of all construction personnel by no later than 6:00 p.m. No work is allowed on Saturdays, 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 or other holidays as designated by the Association.
- 2.3 Building Access. Workers are prohibited passing through the lobby or using any elevator other than the designated elevator. Workers must check-in and checkout with a designated building attendant when entering or exiting the building. Upon check-in, workers are required to leave a form of valid identification. Nametags and contractor ID must be worn and prominently displayed by vendor/contractor personnel at all times.
- a. Contractors must be escorted by the designated building attendance when moving throughout the building with equipment, materials or trash/debris. If vendors require the use of dollies, carts or other such items they must notify the designated building attendant so that the proper floor protection measures can be taken. Homeowners and their contractors are strictly forbidden from utilizing Association carts or bringing shopping carts into the building to convey equipment, materials or trash/debris.
 - b. Workers entering the building must be identified on the Authorized Personnel Access form for Unit Remodeling/Redecorating.
- 2.4 Inspection Card. The Building Department's permit inspection card must be posted at the job site throughout construction.
- 2.5 Work Location. All work must be done inside the Unit. Workers may not set-up or store equipment in hallways, lobbies, balconies, or parking structures. Unit entry doors must remain closed at all times during the course of work.
- 2.6 Protection of Common Area Floors. When moving materials through the building, all common area floors must be protected with Masonite, which shall be taped with appropriate tape that will not damage flooring at the edges from the service elevator and/or stairwells to the Unit. Appropriate warning signs indicating the presence of such floor protective coverings must be placed in conspicuous locations in the common areas. The covering must be removed and the floor cleaned by 6:00 p.m. each day. If this is not done, the Homeowner will be charged for the cost of removing the covering and cleaning the floors.
- 2.7 Elevators. Only one designation elevator in each tower may be used for transporting workers, equipment and materials. This elevator will need protective coverings on floors and walls.

- 2.8 Demolition Noise Abatement. Whenever demolition is involved, reasonable care must be exercised to minimize noise transmission through the floor into the unit below.
- 2.9 Window Wall Penetrations and Cuts. Do not drill, cut, or otherwise modify the inside or outside of any portion of the existing window wall system. Any modification to this system may be detrimental to the weather-tight properties of the system and may invalidate its warranty. Failure to abide by this restriction could result in heavy penalties, significant repair costs, and costly litigation.
- a. While in the closed position, drapes, curtains, interior shutters, roll-down shades or other appropriate interior window coverings must, at all times while closed, present a white appearance from the exterior of the Unit. It is not authorized under any circumstances to apply any film, tint or reflective material directly to, or coat any window of the Unit.
- 2.10 Water and Utility Shutoffs. Water, gas and electrical shut-offs to the unit must be coordinated with the building engineer by written request at least 72 hours in advance.
- 2.11 Trash & Debris. All trash and debris must be carried off-site on a daily basis at the Homeowner's sole cost and expense. The trash chutes inside the building cannot be used for disposing of debris.
- 2.12 Containment of Dust and Dirt. All dust, dirt, noise, fumes, etc. must be contained in the Unit.
- 2.13 Painting. So as to minimize the infiltration of painting fumes into the rest of building, fans must be used to blow such fumes out of building. No oil-based lacquer may be used inside the unit. Oil-based lacquers may be used off-site and the finished product brought onsite once it has cured.
- 2.14 Equipment and Material Storage. Equipment and material cannot be stored in common area hallways, lobbies, balconies or garages. All equipment and material must be stored inside the Unit or taken off-site.
- 2.15 No Association Equipment. Workers must use their own equipment. Members and their contractors are strictly forbidden from utilizing Association carts or bringing shopping carts into the building to convey equipment, materials or trash/debris. No other equipment, which is the property of Association, may be used at any time. Workers are also prohibited from using Common Area electrical outlets to power their equipment.
- 2.16 No Signs. No advertising or marketing signs are permitted to be displayed in or around the property. Contractors are prohibited from distributing advertising brochures.

- 2.17 Plumbing Fixtures. No alterations will be made to the infrastructure of the common plumbing system without prior engineered drawings and specific approval for such alteration. The replacement of plumbing fixtures is considered redecorating, as permits are not required. The installation of additional fixtures is prohibited without the express written approval of the Committee. Removal and replacement of tubs or showers requires a building permit, a deposit, and the signing of a Remodeling Agreement (included below).
- 2.18 Carpet. All Carpeted areas shall have sufficient padding so as to avoid noise problems with surrounding units.
- 2.19 Hard Surface Flooring. Specific guidelines apply to installation of Hard Surface Flooring. Contractors are required to provide the following:
- a. A construction drawing clearly indicating the type of flooring to be installed along with samples of the flooring and underlayment to be provided to mitigate against impact noises such as footfalls. The drawing must clearly identify all materials, their composition and thickness.
 - b. 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.
 - c. A test report from a qualified acoustical testing laboratory clearly showing that the Impact Isolation Class of the construction selected has a minimum or better IIC and/or FIIC rating as outlined in the plan requirements and remodeling agreement.
 - d. A copy of the installation instructions from the floor underlayment manufacturer.
 - e. The name, qualifications, and experience of the contractor who will install the hard surface flooring and resilient underlayment with a listing of references of his experience in the installation of floors utilizing perimeter insulation materials.
 - f. The proposed individual(s) who will oversee the installation in order to verify that the installation is in accordance with the manufacturer's requirements.
- 2.20 Home Theater Systems. Stereo and home theater speakers shall not be installed in the Common Areas, balconies, terraces or in demising walls and shall be properly insulated to avoid sound transmission into neighboring units.

- 2.21 Concealed Conditions. Any concealed conditions, Building Code violations and/or deficiencies discovered during the Project must be corrected at Homeowner's expense. Written notice of the condition and the proposed corrective must be given to the Management Office.
- 2.22 Diligent Construction. The project must be completed within ninety (90) days from the start of construction unless otherwise agreed in writing by the Committee. All approved changes, modifications and improvements must be completed in their entirety. If the project is not commenced within six (6) months from the date of approval by the Committee, then such approval shall be deemed revoked.
- 2.23 No Floor or Structural Ceiling Penetrations. Homeowner understands that West Ocean is a steel-reinforced concrete structure and warrants that NO CORING, CUTTING, CHIPPING, TRENCHING OR PENETRATIONS of the floor slabs or structural ceilings shall be made unless engineered plans from a registered structural engineer are submitted and approved. Exception: Penetrations by fasteners of less than 1 1/2" in length are not subject to a structural engineer's review but must be approved, in advance, by the Association. Homeowner further understands and agrees that a violation of this provision will result in substantial penalties, suspension of all work in the unit, immediate repairs at Homeowner's expense, and significant daily penalties until such repairs are completed.
- a. The floor slab construction is of steel-reinforced poured-in-place concrete. The slab has steel cables inserted in the concrete. These cables are sensitive to intrusion by any object such as drilled or powder actuated mechanical connection devices.

Therefore, the maximum penetration by any drilled or powder actuated connection device is limited to 1 ½ inches. Also, all chipping and cutting of these slabs is prohibited unless approved in writing in advance.

SECTION 3

ENFORCEMENT PROVISIONS

Violations of the Association's rules and/or actions that endanger the health, safety or welfare of residents, employees or guests will result in any or all of the following:

- 3.1 Monetary Penalties. Minor violations of the Association's rules could result in monetary penalties up to \$5,000.00. Failure to comply or to restore conditions shall result in additional penalties up to \$1,000.00 per month. Serious violations or actions endangering the health, safety, or welfare of residents, Association employees or guests will result in larger monetary penalties and/or expulsion from the building.

- 3.2 Suspension of Work. Work may be suspended until violations are corrected.
- 3.3 Expulsion from the Building. Depending on the seriousness of the violation, workers and/or companies may be expelled from the building.
- 3.4 Legal Action. Legal action may be taken to enforce the Association's rules and obtain damages.

Contractor hereby acknowledges receipt of West Ocean *Contractor Rules* and agrees to abide by the conditions outlined herein:

Unit Number: _____ Dated: _____

Homeowner Name (printed): _____

Homeowner Signature: _____

1. Contractor Name (printed): _____

Contractor Signature: _____

2. Contractor Name (printed): _____

Contractor Signature: _____

IV. REDECORATING

a) Agreement

- | | | | | | |
|--------------------------|--------------|--------------------------|-------------------|--------------------------|----------------|
| <input type="checkbox"/> | Painting | <input type="checkbox"/> | Appliances | <input type="checkbox"/> | Carpeting |
| <input type="checkbox"/> | Draperies | <input type="checkbox"/> | Plumbing Fixtures | <input type="checkbox"/> | Prefab Closets |
| <input type="checkbox"/> | Other: _____ | | | | |

Scope of Work. In addition to checking the above item(s), homeowners must provide a short narrative *Scope of Work* when submitting their *Redecorating Proposal*. Either the homeowner or a professional in the field can produce this document, as long as it encompasses all of the work to be performed and is easily understood.

Redecorating vs. Remodeling.

Redecorating is defined as painting, wallpapering, laying carpet, installing prefabricated closets, etc.

Remodeling is defined as adding to, removing from, modifying or altering any part of a Unit, balcony or terrace. This includes but is not limited to any plumbing and electrical work requiring permits, hard surface floor and countertop installation or alteration, anything related to the alteration or installation of HVAC systems, and construction and or demolition of any type, to include built-ins and cut-outs.

All changes, which may affect the building's Common Areas, resistance to water intrusion, structural integrity, noise transmission, or uniform appearance, requires the submission of a *Remodeling Agreement*.

MEMBER AGREES as follows:

1. **Scope of Work.** Redecorating will only be accomplished as described above and separate Association approval will be sought for any work other than that described above. Each Homeowner's signature below shall serve as an acknowledgement of their receipt of West Ocean's *Redecorating Requirements* and *Contractor Rules* and verification that all contractors, including interior designers/decorators and architects, engaged for redecorating will be provided, and acknowledge their acceptance via signature, West Ocean's *Contractor Rules*, and that those acknowledgements will then be provided to the Management Office. The Homeowner agrees to ensure all contractors engaged follow the Rules and to pay all fines levied by the Association for violation of those Rules. Additionally, they further acknowledge that this Agreement is for In-Unit work only. Common Area modifications are expressly forbidden.

2. Reimbursement of Association Expenses. The homeowner will reimburse the Association for all costs and expenses incurred by the Association related to or arising out of this redecorating project.
3. Compliance with Architectural Standards. Homeowner acknowledges receipt of the Association's Architectural Standards including *Remodeling Requirements* and *Contractor Rules*. Homeowner shall ensure that all contractors and subcontractors, including any interior designers/decorators and architects, engaged, receive a copy of the Association's *Contractor Rules* and abide by them. All contractors will acknowledge their acceptance of the *Contractor Rules* via signature and their acknowledgements must be provided to the Management Office. This Agreement is for In-Unit work only, and Common Area modifications are expressly forbidden.
4. Liability for Loss or Damage. Homeowner assumes liability for injuries to persons and/or property loss or damage to common areas or other units arising out of the Project. If the damage is not repaired or item(s) replaced in a timely manner, the Association may make the repairs/replacement and deduct the expenses from the Deposit and/or special assess the Homeowner.
5. Liability for Mitigation. Homeowner assumes liability for all expenses incurred by the Association mitigating damage to the common areas and/or other Units arising out of the Project. Such expenses shall be deducted from the Deposit and/or become a reimbursement special assessment against the Homeowner.
6. Licensed and Insured Vendors. All contractors shall be licensed, as required by the Contractors State License Board for their profession, and insured. Each must carry *Workers' Compensation* insurance and *Commercial General Liability* insurance. Even if they are licensed and insured, they 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 or standards. Certificates of insurance and endorsements must be submitted to the General Manager of the Association at 400 West Ocean Blvd., Long Beach, CA 90802. The endorsement must include all of the following:
 - a. Commercial General Liability, including non-owned and hired auto liability, must have a minimum \$300,000.00 limit. This coverage must be PRIMARY and NOT CONTRIBUTORY with the Association's own policies.
 - b. Evidence of Workers Compensation coverage in accordance with statutory limits.
 - c. All policies shall be endorsed naming WEST OCEAN ASSOCIATION and the PROPERTY MANAGEMENT FIRM as additional insured.

- d. All policies shall contain a waiver of subrogation in favor of both WEST OCEAN ASSOCIATION and the PROPERTY MANAGEMENT FIRM .
7. No Floor or Structural Ceiling Penetrations. Homeowner understands that West Ocean is a steel-reinforced concrete structure and warrants that NO CORING, CUTTING, CHIPPING, TRENCHING OR PENETRATIONS of the floor slabs or structural ceilings shall be made unless engineered plans from a licensed structural engineer have been submitted and approved. Exception: Penetrations by fasteners of less than 1 1/2" in length are not subject to a structural engineer's review but must be approved, in advance, by the Association. Homeowner further understands and agrees that violation of this provision will result in substantial penalties, suspension of all work in the unit, immediate repairs at Homeowner's expense, and significant daily fines until such repairs are completed.
8. Carpet. All carpeted areas shall have sufficient padding so as to avoid noise problems with surrounding units.
9. Inspection. The Association shall have the right but not the obligation to periodically inspect the project without prior notice. Homeowner agrees to allow inspections and agrees the Project shall be halted and the Homeowner fined \$500.00 every time an inspection is not allowed. Such inspections do not relieve Homeowners from their duty to comply with the Association's Design Standards and all applicable Building and Fire Codes.
10. Home Theater Systems. Stereo and home theater speakers shall not be installed in the Common Areas, balconies, terraces or in demising walls and shall be properly insulated to avoid sound transmission into neighboring units.
11. Plumbing Fixtures. No alterations will be made to the plumbing system. The replacement of plumbing fixtures is considered redecorating as permits are not required. The installation of additional fixtures is prohibited without the express written approval of the Committee and Association Architect. Removal and replacement of tubs or showers requires a building permit, a deposit, and the signing of a Remodeling Agreement.
12. Window Coverings. While in the closed position drapes, curtains, interior shutters, roll-down shades or other appropriate interior window coverings must present a white appearance from the exterior of the Unit. It is not authorized under any circumstances to apply any film, tint or reflective material directly to, or coat any window of your Unit. Temporary Window Coverings must in all ways conform to section 2.9.2 of the CC&R's.
13. Indemnity. Homeowner shall indemnify, hold harmless and defend the Association and its directors, officers, members, employees and agents from litigation and/or against liability or loss arising from or related to their redecorating project.

14. No Mechanics Liens. Homeowner agrees to indemnify and hold harmless the Association and its members against liability or loss arising from mechanics liens resulting from work on the Project.
15. Indemnity. The Association's consent to the Project shall not give rise to any liability by the Association or its representatives. Homeowner agrees 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.
16. Enforcement Provisions. The Association shall have the authority to impose monetary penalties, suspend work as well as workers' access to the Project, cure the violation or repair the damage and special assessment for reimbursement, and take such other action as may be allowed by law. Unless otherwise provided for in this Agreement, minor violations of the Association's rules may result in monetary penalties up to \$5,000.00. Failure to comply or to restore conditions shall result in additional penalties up to \$1,000.00 per month. Serious violations or actions endangering the health, safety, or welfare of residents, Association employees or guests will result in larger monetary penalties and or expulsion of workers from the building.

Member: _____ Date: _____

Address & Unit #: _____

b) Redecorating Rules

1. Current Insurance. Insurance must be verified as current each day contractors report for work, prior to their being authorized access to the building.
2. Hours of Operation. Working hours are limited to Monday through Friday, 9:00 a.m. to 5:00 p.m. with cleanup and departure of all contractors' personnel by 6:00 p.m. No work is allowed on Saturdays, 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 or other holidays as designated by the Association.
3. Worker Restrictions. Refer to West Ocean Association Contractor Rules for all restrictions as they apply to workers/contractors.
4. Parking. Because parking in the building is limited, parking arrangements must be made with the building's management. Workers shall not park in guest parking areas.

5. Equipment and Material Storage. No equipment or materials shall be stored in the Association's hallways, lobbies, garages, or other common areas.
6. Trash & Debris. All trash and debris must be carried off-site on a daily basis. The Association's trash chutes and trash bins may NOT be used.
7. Paint Fumes. Oil-based paint or lacquer must not be used inside the unit. Lacquers may be used off-site and the finished product brought onsite once it has cured.
8. Smoke Detectors. Beware that smoke detectors in the building are very sensitive. The detectors must be protected by covering them while creating any dust or spray painting/staining. Remove these covers at the end of each day so that the detector remains functional. Coordinate the covering of the detectors with the building's chief engineer prior to the work. Detectors and fire alarm speakers will not be disconnected or in any other manner, except as described above, be caused not to function. Any false alarm charges will be back-charged to the Homeowner.
9. No Signs. No signs may be displayed in or around the property.
10. Ingress & Egress. Contractors will contact the front desk for escort prior to moving throughout the building with equipment, materials or trash/debris. If vendors require the use of dollies, carts or other such items they must notify the front desk so that the proper floor protection measures can be taken. Homeowners and their contractors are strictly forbidden from utilizing Association carts or bringing shopping carts into the building to convey equipment, materials or trash/debris.

V. REMODELING

a) Agreement

_____ ("Homeowner") Address &
Unit # _____ wishes to remodel/redecorate
and/or make improvements or alterations to his or her Unit.

SECTION 1 APPLICATION INSTRUCTIONS

- 1.1 Significant Damage Repairs. If your Unit suffers significant water, fire, earthquake, etc. damage, and you need to hire contractors to repair the damage, you still need to sign a Remodeling Agreement to ensure your contractors understand and follow the Association's rules and to address possible damage to the common areas caused by the contractors.
- 1.2 Redecorating. If you plan to paint, wallpaper, carpet, install prefab closets, etc. you must notify the office and sign a Redecorating Agreement.
- 1.3 Alterations - Remodeling. If you plan to add to, remove, modify or alter any part of your Unit, balcony or terrace, you must submit plans, which must be approved before you may begin work. Before you hire any contractors or commit to any timetables, you must do the following:
 - a. *Deposit & Remodeling Agreement.* Post a deposit with the Association and sign a remodeling agreement. The deposit will be used to offset expenses incurred by the Association including, but not limited to, plan review fees, consulting fees, legal fees, penalties, damage to the Association's common areas, etc. The deposit, minus applicable expenses, costs and fines, will be returned following completion of the project.
 - b. *Submit Plans.* Concept Plans must be submitted to the Management Office in complete form not less than sixty (60) days in advance of the work to be done. The plans will be forwarded to the Association's architect for review. Once your concept has been approved, you need to submit Professionally Prepared Plans. We strongly recommend a licensed architect. Incomplete plans will slow the process and increase your cost.
 - c. *Scope of Work.* Homeowners must provide a narrative Scope of Work when submitting their Remodeling Proposal. Either the homeowner or a professional in the field can produce this document, as long as it encompasses all of the work to be performed, closely aligns with any Concept Plans and/or Professionally Prepared Plans, and is easily understood.

- d. Permit Statement. It is not required that homeowners obtain LADBS permits prior to submitting a Remodeling Proposal, it is however required, that their contractors provide a statement on company letterhead outlining each aspect of work to be completed and either the permit that will be obtained or the LADBS exemption that applies to that aspect. This information may be included in the Scope of Work or in a separate document and will serve as the homeowner's/contractor's assurances to the Association that permits will be obtained as required, upon approval of the Request Packet.
 - e. Length of Approval Process. The length of the approval process will depend on the extent of the proposed remodeling and the completeness of the plans submitted. The review process may take anywhere from thirty (30) to forty-five (45) days to complete. Once your plans have been approved by the Association, you should allow additional time for review and approval by the City's Building Department.
 - f. Schedule of Work. A proposed schedule of work to include start and completion dates must be submitted to the Committee before final approval will be granted.
 - g. Building Permits. In addition to approval by the Association, you must separately obtain all appropriate building permits from the City. However, obtaining building permits does not constitute approval by the Association nor does review by the Association constitute a waiver of any requirements of applicable statutes-these are two separate procedures and both must be followed.
- 1.4 Work Must Begin Within Two Months. All reviews by the Association are valid for six (6) months. If work is not started before the expiration of this period, or if the property is sold, plans must be resubmitted. Once work begins, it must be completed within three (3) months or such other time period as designated by the Design Review Committee.

SECTION 2

GENERAL CONDITIONS OF APPROVAL

- 2.1 Licensed and Insured Vendors. Only licensed and insured vendors are allowed to make alterations to, direct alterations to, oversee alterations to, or make decisions affecting the Association's common areas and residential units. Even if a vendor is licensed and insured but has proven himself unreliable, unsafe or establishes a pattern of violating the Association's Design Standards, the Board may ban that vendor from the building.

- 2.2 Inspections. The Association has the right, but not the obligation, to periodically inspect the project. Inspections by the Association's representatives are not in lieu of inspections by the Building Department and do NOT relieve Homeowner from his or her duty to comply with the Governing Documents, plans approved by the Association, and all applicable building and fire codes. Prior to final approval, Homeowner must submit proposed schedules of work to include both start and completion dates. All work will be halted if inspections are not allowed.
- 2.3 Concealed Conditions. Any concealed conditions, Building Code violations and/or deficiencies discovered during the Project must be corrected at homeowner's expense.
- 2.4 Warranties. Homeowners, not the Association, are responsible for obtaining copies of any warranties issued by their contractors and material suppliers.
- 2.5 Diligent Construction. The project must be completed within three (3) months from the start of construction. Extensions may be granted for delays caused by fires or other events beyond Member's control.

MEMBER AGREES as follows:

1. Scope of Work. All proposed alterations will be submitted for review and approval. Upon written approval by the Association the approved scope of work shall constitute the "Project." All necessary Building Department permits shall be obtained prior to the commencement of the Project. No work shall be done except that which has received written approval from the Association.
2. Deposit and Fee. Homeowner shall provide the Association a refundable security deposit of \$2,500.00 for work that is less than \$10,000.00 or a refundable security deposit of \$5,000.00 for work that is more than \$10,000.00. In addition, homeowner shall submit a \$75.00 non-refundable Architectural Processing Fee to offset administrative costs to the Association. The Deposit will be used to offset expenses incurred by the Association including, but not limited to, reviewing plans, consulting fees, attorneys' fees, damage to the Association's common areas, etc. as well as monetary penalties, including daily penalties imposed for failure to complete the Project within two (2) months as provided for in this Agreement. As fees are charged against the Deposit, homeowner shall replenish the Deposit. The Deposit shall not restrict the amount of monies the Association may charge against homeowner for reimbursement of expenses incurred by the Association or penalties assessed against Homeowner related to the Project. If the Deposit is not sufficient to cover all reimbursements, damages, and/or penalties, Homeowner shall be specially assessed for the difference, which shall be collected as provided for in the CC&R's and California Civil Code. The remainder of the Deposit, if any, shall be returned upon satisfactory completion of the Project.

3. Reimbursement of Expenses. Homeowner shall 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. Compliance with Design Standards. Homeowner acknowledges receipt of the Association's Design Standards including Plan Requirements and Contractor Rules. Homeowner shall ensure that all contractors and subcontractors receive a copy of the Association's Contractor Rules and abides by them.
5. Liability for Loss or Damage. Homeowner assumes liability for injuries to persons and/or property loss or damage to common areas or other units arising out of the Project. If the damage is not repaired or item(s) replaced in a timely manner, the Association may make the repairs/replacement and deduct the expenses from the Deposit and/or special assess the Homeowner.
6. Liability for Mitigation. Homeowner assumes liability for all expenses incurred by the Association mitigating damage to the common areas and/or other Units arising out of the Project. Such expenses shall be deducted from the Deposit and/or become a reimbursement special assessment against the Homeowner.
7. Concealed Conditions. All Building and Fire Code violations and/or deficiencies discovered during the course of the Project shall be reported to the Association and shall be corrected at Homeowner's sole expense, whether such conditions are found in the Unit or the common areas surrounding the Unit.
8. Licensed and Insured Vendors. Only licensed and insured construction managers, contractors, subcontractors, and vendors shall make alterations to, direct alterations to, oversee alterations to, or make decisions affecting the Association's common areas. Each must carry *Workers' Compensation* insurance and *Commercial General Liability* insurance. Even if they are licensed and insured, they 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 or standards. Certificates of insurance and endorsements must be submitted to the General Manager of the Association at 400 West Ocean Blvd., Long Beach, CA 90802. The endorsement must include all of the following:
 - a. Commercial General Liability, including non-owned and hired auto liability, must have a minimum \$1,000,000.00 limit. This coverage must be PRIMARY and NOT CONTRIBUTORY with the Association's own policies.
 - b. Evidence of Workers Compensation coverage in accordance with statutory limits.
 - c. All policies shall be endorsed naming WEST OCEAN ASSOCIATION and the PROPERTY MANAGEMENT FIRM as additional insured.

- d. All policies shall contain a waiver of subrogation in favor of WEST OCEAN ASSOCIATION and the PROPERTY MANAGEMENT FIRM.
9. Inspections. The Association shall have the right but not the obligation to periodically inspect the Project without prior notice. Homeowner agrees to allow inspections and agrees the Project shall be halted and Homeowner assessed a \$500.00 penalty every time an inspection is not allowed. Such inspections do not relieve Homeowners from their duty to comply with the Association's Design Standards and all applicable Building and Fire Codes.
 10. Compliance with Code. Homeowner shall ensure that all work and materials related to the Project will comply with all applicable Building and Fire Codes.
 11. Water & Utility Shut-Offs. Water and utility shut-offs to the unit shall be coordinated with the building engineer by written request at least 72 hours in advance.
 12. No Floor or Structural Ceiling Penetrations. Homeowner understands that West Ocean is a steel-reinforced concrete structure and warrants that NO CORING, CUTTING, CHIPPING, TRENCHING OR PENETRATIONS of the floor slabs or structural ceilings shall be made unless engineered plans from a licensed structural engineer have been submitted and approved by the Association. Exception: Penetrations by fasteners of less than 1 1/2" in length are not subject to a structural engineer's review but must be approved, in advance, by the Association. Homeowner further understands and agrees that a violation of this provision will result in substantial penalties, suspension of all work in the unit, immediate repairs at Homeowner's expense, and significant daily penalties until such repairs are completed.
 13. Hardwood, Tile, Stone Flooring. The typical unit floor/ceiling construction is a solid, dense, concrete slab shown on the architectural and structural drawings. In carpeted areas the ceiling may be the painted underside of the exposed concrete slab of the floor above. The pad and carpet may be applied directly over the concrete without any additional underlayment material. In non-carpeted areas (e.g. kitchen, entry, utility and bath), a painted gypsum board ceiling shall be installed below the concrete floor slab. In these areas 5/8" thick gypsum board shall be screwed to 26 gauge metal channels with minimum 2.5-inch thick fiberglass insulation placed in the ceiling cavity. The ceiling channels shall be primarily supported at the walls, with intermediate supports from vertical members attached to the concrete structure, but only as required. The minimum distance between the underside of the floor slab and the gypsum board ceiling is 2.5 inches. In ceramic tile areas a 1/2" thick layer of cork underlayment equal to "WECU Soundless+" shall be installed directly over the concrete floor prior to installing the ceramic tile. The cork underlayment material shall have been tested for impact sound transmission using ASTM E 492-90 in a certified acoustical laboratory with a minimum 6" thick concrete slab exposed to the space below (with no suspended ceiling). The laboratory IIC rating of this assembly without a ceiling below shall be greater than

or equal to IIC 52 with a ceramic tile floor finish. The field IIC rating (based on tests in the field) shall be greater than or equal to FIIC 54 with a ceramic tile floor and a lowered ceiling (with a 14 inch deep ceiling cavity). Hardwood floors may be installed in all normally non-carpeted areas provided that a layer of “WECU Soundless” cork (1/4” thick, minimum 16 pcf density) is glued to the concrete and hardwood floor is glued to the cork achieving an IIC rating of 58 with a ceiling below. Hardwood flooring may also be installed in living rooms and dining rooms, if the product is installed with an underlayment that will achieve a minimum IIC or FIIC rating of 58 (without a ceiling below the structural slab) when tested in accordance with ASTM E1007. Hard surface flooring of any type shall not be installed in bedrooms. Hard surface flooring of any type is not permitted in rooms directly above bedrooms. These areas must be covered with carpet and pad. Please make sure your installer accounts for these in his or her bids.

All Submissions containing a modification for hard-surfaced flooring must meet compliance with the following:

Submission of Design Approach and Laboratory Impact Isolation Tests for Initial and Replacement Hard Surface Floors.

Homeowners wishing to install a hard surface floor in their unit must submit the following to the Committee:

- a. A construction drawing clearly indicating the type of flooring and underlayment providing the laboratory IIC rating of each assembly without a ceiling below being greater than or equal to 52 with a ceramic tile floor finish; The field IIC rating of this floor/ceiling construction (based on tests in a mock up facility) is greater than or equal to 54 with a ceramic tile floor and a lowered ceiling (with a 14 inch deep ceiling cavity); a minimum IIC or FIIC rating of 58 (without a ceiling below the structural slab) when tested in accordance with ASTM E1007 for all hardwood floors. The drawing must clearly identify all materials, their composition and thickness.
- b. 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.
- c. A test report from a qualified acoustical testing laboratory clearly showing that the Impact Isolation Class of the construction selected has met or exceeded the minimum IIC rating for the applicable installation as outlined above.
- d. A copy of the installation instructions from the resilient floor underlayment manufacturer.
- e. The name, qualifications, and experience of the contractor who will install the hard surface flooring and resilient underlayment with a listing of his experience in the installation of floors utilizing perimeter insulation materials.

- f. The proposed individual(s) who will oversee the installation in order to verify that the installation is in accordance with the manufacturer's requirements.

No construction shall be permitted until this information is submitted to and approved by the Design Committee, and/or Association's Consultant. Submission of these materials to the committee shall be for the purpose of documenting the location and design of any hard surface flooring within the project and to insure that such flooring is installed in a professional manner and with reference to appropriate standards. Subject to compliance with the above requirements, no approval from the Committee shall be required for installation of hard surface flooring within a unit; provided, that the installation of any hard surface flooring without compliance with each of the requirements set forth in (a) – (f) above shall constitute a violation of the Design Standards, and subject the violating Homeowner to all remedies provided by the Restrictions or applicable law for such violation, including, without limitation, the levy of penalties by the Association until such violation is removed from the Unit. In addition, and notwithstanding any Homeowner's compliance with the requirements (a) – (f) above, if, following installation of any such hard surface floor, the Homeowner of the Unit located beneath such installation lodges a complaint with the Board concerning the sound impact of such flooring on the complaining Homeowner's Unit, the Member installing such hard surface flooring shall, upon notice from the Board, agree to perform a sound test utilizing the services of a licensed acoustical engineer to determine whether the IIC is within acceptable tolerances as outlined above. In the event that IIC is within acceptable tolerances, the complaining party will be responsible for the cost of sound testing. Should the sound test prove that the installation is not within acceptable tolerances as outlined above, Homeowner will be required to cover at least eighty percent (80%) of the hard surface flooring within such Homeowner's Unit with carpeting in order to mitigate the impact to the complaining Homeowner, and will be responsible for the cost of the sound test. Failure of the Homeowner notified by the Board to comply with the Board's requirement within sixty (60) days after receipt of that notice shall constitute a violation of the Design Standards and subject the violating Homeowner to all remedies provided by the Restrictions or applicable law.

14. Diligent Construction. The Project must be completed within three (3) 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 Homeowner's control. If the Project is not completed within three (3) months and no extensions have been granted, PENALTIES SHALL ACCRUE at the rate of \$300.00 per day until the Project is completed. If work has not begun within six (6) months of the approval, the approval shall expire.
15. Incomplete or Inadequate Work. 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 and/or special assess the Homeowner for reimbursement, or take legal action to have the problem corrected.
16. No Mechanics Liens. Homeowner agrees to indemnify and hold harmless the Association and its members against liability or loss arising from mechanics liens resulting from work on the Project.

17. Indemnity. The Association's consent to the Project shall not give rise to any liability by the Association or its representatives. Homeowner agrees 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.
18. Enforcement Provisions. The Association shall have the authority to impose monetary penalties, suspend work as well as workers' access to the Project, cure the violation or repair the damage and special assess for reimbursement, and take such other action as may be allowed by law. Unless otherwise provided for in this Agreement, minor violations of the Association's rules may result in monetary penalties up to \$5,000.00. Failure to comply or to restore conditions shall result in additional penalties up to \$1,000.00 per month. Serious violations or actions endangering the health, safety, or welfare of residents, Association employees or guests will result in larger monetary penalties and or expulsion of workers from the building.
19. Dispute Resolution. Except for injunctive relief, any dispute arising out of the Project and/or this Agreement shall be resolved by final and binding arbitration before a retired Superior Court judge ("Arbitrator"). The trial shall be commenced; if possible, within three (3) months from the date the matter has been submitted to the Arbitrator. Should any party refuse to or neglect to appear or participate in the arbitration proceedings, the Arbitrator shall decide the controversy in accordance with whatever evidence is presented. The requesting party shall remit the fees necessary to initiate the arbitration. The prevailing party shall be awarded reasonable attorneys' fees and costs. In the event the Association is the prevailing party, such fees and costs shall become a reimbursement special assessment against the Homeowner. Judgment on the Arbitrator's award may be entered in any court having jurisdiction.

Homeowner's Name: _____

Homeowner's Signature: _____

Dated: _____

b) Remodeling Requirements

The Association's Design Standards consist of these Remodeling Requirements, the Remodeling Agreement, Plan Requirements, Contractor Rules and any other specifications and rules which have been adopted to preserve architectural integrity and avoid problems caused by contractors who might not be sensitive to the needs and concerns of the

Association. *Please do not schedule any work until the Association has approved your plans.*

c) Remodeling Checklist

BEFORE YOU SCHEDULE ANY WORK you must submit plans to the Association and receive written approval. The approval time and cost are dependent on how closely your architect/designer follows the Association's guidelines. Following is a highlight of the process:

- a. *Remodeling Requirements.* Review the attached Remodeling Requirements.
- b. *Remodeling Agreement & Deposit.* Sign the attached remodeling agreement. Provide the Association with a deposit. The deposit will be used to offset expenses incurred by the Association such as plan review fees, consulting fees, legal fees, damage to the Association's common areas, etc.
- c. *Concept Drawings.* To minimize your expense, you should present concept drawings for review and approval. Once your concept has been approved, full plans should be submitted.
- d. *Bids and Contractor Rules.* Before you solicit bids you should provide bidders with a copy of the Association's Contractor Rules-it may affect their bid. Make sure they are licensed and insured.

AFTER RECEIVING APPROVAL. Once your plans have been approved by the Association, you must do the following:

- e. *City Approval.* Submit your plans to the City for its approval. If the Building Department makes any changes, you must notify the Association of those changes.
- f. *Building Permit.* Provide the management office with a copy of the Building Permit issued by the City and post the original in your Unit. Note: Worker's will not be granted access into the building until the permits have been submitted to the management office.

UPON COMPLETION OF THE PROJECT. When the Project has been completed, make sure you do the following:

- G.** *Completed Inspection Card.* Provide the office with a copy of your inspection card with signatures by the Building Inspector showing that your unit has been inspected and approved.

VIII. DESIGN REVIEW DISCLOSURES

The Association has adopted the following design approval requirements pursuant to California Civil Code section §4765. The procedure provided is fair, reasonable, and expeditious, within the meaning of this article.

As per the Declaration of Covenants, Conditions & Restrictions all alterations to floors including the laying of tile, parquet, marble, granite, or other hard surfaces, electrical work, HVAC and plumbing work, and all other changes which may affect the structural integrity, noise level, or uniform appearance of the Project, the Common Areas, a Unit or a Balcony/Terrace, or the right to privacy and quiet enjoyment of any other Homeowner, shall not be commenced unless and until approved in writing by the Board. Such Homeowner shall, before commencing the work, deliver to the Board plans, remodeling agreement and deposit, structural report and permits (refer to Article V of the CC&R's for more information).

A decision on a proposed change shall be made in good faith and may not be unreasonably, arbitrary, or capricious. Homeowner shall receive a decision from the Board of Directors or its designee within 45 days from the date that the complete application is submitted by the homeowner.

A decision on a proposed change shall be consistent with any governing provision of law, including, but not limited to, the fair Employment and Housing Act Part 2.8 (commencing with Section §12900) of Division 3 of title 2 of the Government Code.

A decision on a proposed change shall be in writing. If a proposed change is disapproved, the written decision shall include both an explanation of why the proposed change is disapproved and a description of the procedure for reconsideration of the decision by the Board of Directors.

If a proposed change is disapproved, the applicant is entitled to reconsideration by the Board of Directors of the Association that made the decision, at an open meeting of the board. This paragraph does not require reconsideration of a decision that is made by the Board of Directors or a body that has the same membership as the Board of Directors, at a meeting that satisfies the requirements of Section §4900. Reconsideration by the Board does not constitute dispute resolution within the meaning of Section §5905.

Nothing in this section authorizes a physical change to the common area in a manner that is inconsistent with an association's governing documents or governing law.

Electric Vehicle Charging (EVC) Stations Guidelines (adopted December 31, 2011)

Approval Process to Install an EVC:

No Electric Vehicle Charging Station (EVC) may be installed within any common area, exclusive use common area, or any portion of the separate interest visible from the common area, without the prior written approval of the Association. All EVC proposals must be submitted in writing, together with detailed plans and specifications clearly indicating where the EVC is to be located, the brand or manufacturer, technical specifications, and dimensions (i.e., height, width, weight, etc.) as well as structural requirements.

Within sixty (60) days after receipt of such a written application and written agreement to the conditions below, the Association shall notify the owner in writing of its decision. The application may be rejected as incomplete due to failure to submit all required information. If the Association fails to respond to an application within sixty (60) days, the request will be deemed approved. (Civil Code Section §4745.) Denial of an application will be made in writing and will include the reasons for denial and the procedure for seeking reconsideration/appeal of the decision by the Association. (If the Board of Directors is serving as the architectural committee, reconsideration is not required.)

Allowable Conditions of Approval:

Applicants to install an EVC shall agree in writing to the following conditions:

1. The EVC shall be professionally installed by a fully trained, licensed and bonded contractor, at the sole cost and expense of the requesting owner;
2. The EVC shall meet all applicable governmental and industry safety standards, and local permitting requirements;
3. The owner shall pay for all electricity used by the EVC;
4. The owner shall pay for all costs and for repair of any damage arising from installation, operation, maintenance, repair, and removal or replacement of the EVC;
5. The owner shall provide a certificate of proof of an umbrella liability insurance policy in the amount of one million dollars (\$1,000,000.00), naming the Association (and/or the owner(s) of any separate interest which is affected by the installation) as additional insured(s), and shall maintain such policy so long as the EVC remains installed within the project; and
6. Any EVC installed in any common area, exclusive use common area, or any portion of the separate interest visible from the common area, must conform to the surrounding structures and environment in design, size, and appearance. Visually the installation shall appear neat and attractive, without exposed wiring or visible damage to surrounding improvements.