



L U M A
S O U T H

ARCHITECTURAL
GUIDELINES

LUMA HOMEOWNERS ASSOCIATION

ARCHITECTURAL AND CONTRACTOR RULES

Introduction

The decorating and design of the interior of the respective units is the responsibility of the homeowners. Prior to undertaking any remodeling in your unit, you are required to submit the plans and specifications to the Association's Architectural Review Committee for review. The plans must be approved by the committee before work may commence.

The common areas of the building, which include the driveway, gardens, streetscapes, lobby, and corridors are controlled and maintained by the Association.

The fire alarms and smoke detectors which are located in individual units are the property and responsibility of the LUMA Homeowner's Association because they are part of the Building's Fire and Life Safety System.

Rules

Following, in alphabetical order, are the rules required of homeowners and contractors to make improvements in unit interiors.

1. Access for Contractors

Contractors must use the garage service entrance to enter LUMA. Upon entering, they must sign in and must show a California I.D. card. No workmen or tools are allowed in the passenger elevators without proper elevator padding being installed by the HOA. Building hours for contractors are 9:00 am through 5:00pm, weekdays only. **Work is not allowed on weekends and on holidays.**

2. Appeals

Should a homeowner's plan submittal not be approved by the Architectural Review Committee, it may be resubmitted when the changes are made to conform to the required architectural standards.

3. Approvals

Plans are reviewed by the Architectural Review Committee and are approved in writing. If approved, work is then scheduled with the Management Office. Plans are kept permanently on file with the Chief Engineer and in the Management Office.

4. Balconies

No awnings or covers, or balcony enclosures are permitted. Flower boxes on balcony railings are also not permitted. Please also refer to the Rules and Regulations regarding your balcony.

5. Building Permits

Permits are required for any construction involving the removal of a wall, and all plumbing and electrical work. Permits must be obtained from the Los Angeles Building Department as needed, and must be submitted to the Management Office prior to the beginning of construction. Other items may also require a permit. Please call the Management Office to discuss the plans prior to the beginning of the construction.

6. Chandeliers

Chandeliers or similar light fixtures that weight more than 20 pounds must be installed with special supports. Plans for these supports must be submitted and approved by the Architectural Review Committee. A modified bracket solution is allowed for chandelier installation. Details are available from the Management Office. No coring or penetrating of the slab is allowed.

7. Deposits

The association may require a construction deposit from homeowners of up to \$10,000.00 depending upon the amount and nature of the work to be undertaken. This deposit is held by the Association until work is completed and inspected. Any damage to the building's common areas caused by the homeowner's contractor is deducted from the deposit. If there is no damage, and the work is in the compliance with the approved plans, the full amount of the deposit is returned to the homeowner within 30 days of completion of the work and final sign-off by the Los Angeles Building and Safety Department. No interest is earned on this deposit by the homeowner while held by the Association.



8. Draperies and Shutters
Window coverings must be tasteful in design and in keeping with the aesthetics of LUMA. All draperies must be lined in white colored material.
9. Entry Doors
No Changes to the entry doors may be made without written approval of all owners on the involved floor as well as Association approval. This applies to door hardware as well as the doors themselves. The door and hardware is part of a fire-rated assembly and CANNOT be altered.
10. Equipment and Material Storage
No equipment or materials shall be stored in the Association's hallways, lobbies, garages, or other common areas.
11. Fire and Life Safety Systems
Contractors are NOT to remove or cover any smoke detectors, security or fire devices anywhere in the unit or the common areas. If there are any questions regarding this equipment, please call the on-site manager. If work will cause excessive dust, or spray paint, which may clog or set off the smoke detectors, the detector may be covered with plastic, but it MUST BE REMOVED at the end of the day. A FINE OF FIVE HUNDRED DOLLARS (\$500.00) WILL BE CHARGED FOR EACH SMOKE DETECTOR COVERED OVERNIGHT. FIRE EXITS MUST NOT BE BLOCKED. A FINE OF FIVE HUNDRED DOLLARS (\$500.00) PER OCCURRENCE WILL BE CHARGED FOR BLOCKING FIRE EXITS. Tampering with fire alarms will stop construction immediately and the contractor may be barred from the job. The homeowner can be fined for up to \$500.00 for violations of his/her contractor.
12. Floor Coverings
 - a. Floor areas which are to be carpeted must be under laid with: 90-ounce rubber padding; 64-ounce waffle padding; or ½ thick rebound foam rubber padding.
 - b. Any floor where carpet is not used must be covered with a resilient foam-backed vinyl or linoleum tile with an Impact Insulation Classification (ICC) of 52dB FIIC rating.
 - c. Hardwood, ceramic tile, marble or other hard-covered floors must have Sound Solution Vaporbloc by Healthier Choice, Acousticork or equivalent soundproofing material as an underlayment. This material must be approved by the Architectural Review Committee before installation
13. Hours and Days of Week Allowed to Work
Contractors are allowed to work in the building between the hours of 9:00am to 5:00pm on weekdays only. No construction can be preformed on holidays.
14. Inspections
The Association periodically inspects construction work to ensure compliance with the requirements of the Architectural Review Committee. A final inspection is conducted prior to the release of any construction deposits.
15. Liability
Damage caused by the improvement of a unit is the responsibility of the respective homeowner. If the damage is not repaired in a timely manner, the Association with make the repairs and charge them to the homeowner's account.
16. Painting
To comply with the "green" building standards, it is mandatory that all paint selections have a MPI #52 rating (more "green" copy to come). Notice of this work requires prior architectural review and approval and may require a construction deposit. The Management Office must be notified of the work before the contractors are admitted to the building.
17. Paint Fumes
No oil-based paint or lacquer may be used inside the unit. Lacquers must be used off-site and finished products brought on-site one it has cured.
18. Lighting Work
All lighting must be UL ("Underwriters Laboratory") rated or boxed with 5/8" drywall. Box size will be approved by manufacturer of light fixtures and both must be covered with minimum R-11 rated insulation. If



installing fixtures into the embedment, a maximum of ¾" is allowed. All lighting being installed in the drywall ceiling, or walls, must be installed with expansion anchors, ¾".

19. Parking

Contractors must park on the street or parking lots located around the building. There is no parking available in the parking garage.

20. Plan Submittal

Three sets of plans must be submitted to the Association's Architectural Review Committee for review. All technical and engineering matters are the responsibility of the homeowner. Submissions for review to the Architectural Review Committee must have all specifications submitted completely. That includes engineered specifications, mechanical drawings, finish specifications and total construction time schedule. The Architectural Review Committee shall have a minimum of 30 days to review plans. If additional time is needed, the Owner shall be contacted.

Upon completion of a major retrofit, "as-built" drawings must be submitted to the Association. Plans must include all changes made to walls and mechanical, electrical, and plumbing equipment. Electrical circuits and plumbing risers must be identified.

21. Plumbing Work

Work of this nature must be done by licensed contractors. Plans must show all new installations and must be reviewed by the Architectural Review Committee.

- a. Toilets - Low-Flow, water-saving toilets must be installed. No "turbo" toilet or any other kind of noisy toilet is permitted. Risers must be braided metal supply hoses.
- b. Steam Showers and Saunas - Because of water vapor, venting requirements and potential mildew problems, steam showers and saunas are not allowed.
- c. Any angle stop (fixture shut-off valve) must have a brass or equivalent handle stem (no plastic stemmed valves) and it must have a threaded inlet (no compression type).
- d. All hoses installed in a unit must be reinforced by stainless steel braiding.
- e. Any new shower or sink fixtures which cannot be verified as not to cause a cross-feed problem must have check-valves added to the supply lines and must have access for building engineers to service check-valves.
- f. All toilet rings must be flush with finished floor material. Toilet ring must be leaded in (in lieu of rubber compression).
- g. All plumbing lines (hot, cold and drain) especially those close to sleeping areas must be sufficiently insulated against noise transmission into the unit.
- h. All sinks must have overflow protection.

22. 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.

23. Soundproofing Requirements

Any modifications that may impact sound levels between units must be reviewed by a sound engineer and approved by the Architectural Review Committee.

- a. Unit ceilings must have a minimum R-11 rated insulation. In addition, all areas included but not limited to recessed light fixtures and speakers must be overlaid with insulation material.
- b. Stereo speakers must be boxed with 5/8" drywall and covered with appropriate soundproofing material so as not to cause unreasonable sound transmission to adjoining units.



24. Supervision

Any Major project involving extensive demolition, moving of walls or any other activity as required by the Architectural Review Committee must employ a job superintendent on the job site a minimum of six (6) hours every day during the construction period.

25. Trash and Debris

The Association trash dumpsters are not for construction debris. In addition, there is no room on the property for extra dumpsters. All construction and remodeling debris must be removed daily by the contractor.

26. Utility Shut-Down

Should electrical, gas, sprinkler or water utilities need to be shut down for work in a particular unit, contractors/homeowners must communicate to the on-site manager 2 weeks in advance of the scheduled shut down.

Shut-Down Fee Schedule:

Water	\$ 500.00	First Shut-Down
	\$1,000.00	Second Shut-down
Drain lines	\$ 500.00	Per Shut-Down
Fire Sprinklers	\$ 500.00	Per Shut-down
Full Building Shut-Down	\$2,500.00	Per Shut-down

27. Wall Removal

Any remodeling that requires the moving or removing of a wall requires the submittal of drawings to the Architectural Review Committee. The drawings must show the location of existing walls and where the new walls are to be installed.

28. Weight Limitation

There are weight limitations on each floor. Any changes in the structural load of a unit must be submitted for review and approval by the Architectural Review Committee.

29. Window Tinting

No window tinting is allowed.

30. Work Location

All work must be accompanied inside the unit. Workmen cannot use their equipment in the service hallway, elevator lobby or garage. Equipment and materials must be stored inside the unit or removed every night.

31. Working Restrictions

Workers are not allowed to bring children or pets onsite. All workers must wear shoes, pants and shirts at all times. Workers may not eat or take breaks in common areas or on balconies. Extensive construction projects may require the use of portable rest rooms to be provided by the Owner. Alcoholic beverages, intoxicants, drugs or other controlled substances are not permitted to be brought onto Association property or used by workers. The Association reserves the right to remove any worker from the premises for violation of these rules or do to conduct which endangers, disturbs, or harasses residents, staff or guests. Smoking on balconies and dropping cigarette butts over the side is strictly prohibited for subcontractors and construction workers.



LUMA HOMEOWNERS ASSOCIATION

PLAN REQUIREMENTS

General Requirements

1. Concept Drawings

To keep expenses down, drawings should be submitted for review and approval. Once they have been approved, full plans should be submitted.
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

Drawings 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. Any proposed exterior alterations must show elevations of doors and windows and indicate all materials.
 - 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 Owner's responsibility. Owners must fully comply with applicable building codes, ordinances and specifications, of the City of Los Angeles.
 - c. Structural

Whenever changes involve structural elements of the building, engineered drawings must be submitted and must be stamped by a licensed structural engineer.
 - d. 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 office. These plans can be checked out of the Association's office for a refundable deposit of \$100.00. These plans include architectural, structural, mechanical, plumbing, 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.
3. Demolition Plans

Demolition plans must be included in your submittal.
4. Walls

Plans must include "sections" showing wall-board type, thickness, framing method, attachment, and stud size and gage, and intersection details.

 - a. Acoustical Standard

All demising walls must meet or exceed Noise Isolation Class (NIC) 52 dB. No loudspeakers or loudspeaker back boxes may be installed in demising walls.
 - 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 ratings. There must be no contact between the installed gypsum board and any mechanical ductwork, plumbing piping or electrical conduit.
 - c. Fire Stops

Any penetrations of walls, floors or ceilings must be properly fire sealed. Plans must show proper fire blocking and fire stopping.



- d. Metal Studs
All wall construction must use metal studs and non-combustible construction materials.
5. Ceilings
Plans must include "sections" showing ceiling-board, framing, attachments and intersection details.
6. Hardwood, Tile, Stone Flooring
Since Luma is a post-tensioned concrete structure, no coring or penetrations of the floor slabs (or structural ceilings) are permitted. Hard-Surfaced floors are permissible with approval and must be installed using proper acoustical insulating materials so as to avoid noise problems with sound transfer. Make sure your installer knows that he or she needs to meet at 52 dB FIIC rating. They should install a material such as Soundsolution Vaporbloc by Healthier Choice, Enkasonic (Akzo Sound Control Products, 626-330-1786) or Acousticork (Amorim Industrial Solutions, 800 255-2675). Tile stone floors must have ½" cork under layment soundproofing. The manufacturers can supply your installer with the specifications they need for installing materials. You should be aware that installing hard surfaced floors may require the adjustment of doors and raising cabinets. Please make sure your installer accounts for these in his or her bids.
7. Post Tensioned Floor Slabs and Structural Ceilings
Since Luma is a post-tensioned concrete structure, NO CORING, CUTTING, TRENCHING, CHIPPING or PENETRATIONS of the floor slabs or structural ceilings are allowed. No chipping, cutting or alterations of any structural columns is permitted.
8. Electrical
At a minimum, conceptual electrical and lighting layouts are required. Depending on the proposed electrical work, engineered drawings may be required. No aluminum wiring is allowed. All electrical wiring must be copper. No Romex wiring allowed. All electrical boxes in demising walls must be acoustically insulated.
9. Telephone/Data Lines
Conceptual telephone/data outlets must be shown on the electrical layouts. All telephones CPU's, switching equipment, and system upgrades must be installed inside the Owner's unit. Such equipment may not be installed in the Associations common areas. Any wire runs to common area phone terminals must be code-compliant, 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.
10. Plumbing Lines
Plans must show existing conditions as well as proposed alteration to plumbing.
 - a. Sound Isolation
All plumbing must be isolated from walls, studs, joists, ceilings and flooring. Isolators must be a minimum V2 inch thick Armaflex, or equivalent, with sheet metal jacketing with closed cell foam wrapped within a carbon steel jacket. The closed cell foam must be a minimum of V2 inch thick Armaflex type "AP" or equal. The jacket finish must be mil. Galvanized (24 gauge). Isolators must be three (3) inches long with diameter determined by pipe size. Where pipes are larger than two (2) inches and attachment is required, isolate from the structure using a pipe clamp around the pipe. Use a mason industries type W pad under a 3/16 inch, minimum, steel plate. Please note on plans.
 - b. No Floor Penetrations Allowed
Since Luma is a post-tensioned concrete structure, no coring, cutting, trenching, chipping or penetrations of the floor slabs or structural ceilings is allowed.
 - c. 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 or other material, the pipe must be in contact with material and the "sleeve" must be resilient. The material must be USG Acoustical Sealant, or equal, at non-rated penetrations or a 3M non-hardening fire caulking, or equivalent, meeting the required fire rating.
 - d. Waste and Vent lines
All lines must be hub less cast iron with stainless steel couplings. Where there is exposed contact between a waste and/or vent line (or waste or vent line will be replaced) and the building structure, re-align waste and vent lines so there will be no contact and/or create clearance by shaving stud,



drywall or enlarging the opening around the line. Do not stuff resilient materials between the pipe and the structure. Please note on drawings.

- e. Water Velocity and Load Calculations
Size all piping so water velocity does not exceed five (5) feet per second. No additional plumbing fixtures may be added without specific written approval. For each additional fixture such as wet bars, toilets, bidets, showers, tubs, etc., load calculations must be included showing that the volume of the waste produced does not overload the existing plumbing system.
 - f. 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.
 - g. Isolation Valves
Isolation valves must be installed for all water lines servicing the unit. The valves must be installed in a location easily accessible from the common area.
 - h. Water Lines
All Domestic water lines must be copper. All hot water lines must be insulated.
11. Plumbing fixtures
High-quality fixtures must be used throughout so as to void 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.
- a. Acoustical Standard
Daytime sound transmission between units must be no greater than 10 dBA above the prevailing ambient noise level. (L90) or 45 dBA, whichever is less.
 - b. Toilets
Low-flow, water-saving toilets must be installed. No "turbo" toilet or any other kind of noisy toilet is permitted. Risers must be braided metal supply hoses.
 - c. Steam Showers and Saunas
Because of water vapor, venting requirements and potential mildew problems, steam showers and saunas are not allowed.
 - d. No Hot-Mopping
Due to safety and odor considerations, hot-mopping is prohibited. Tub and shower pans must use a cold process sealant.
 - e. Spas
Due to acoustical considerations (sound transfer between units) spas and shower spas are prohibited.
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 the mechanical systems. Spring isolators should be equivalent to Mason Industries type SLFH. No portion of the Mechanical system may be connected to 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.



13. Entry Doors

No Changes to the entry doors may be made without written approval of all owners on the involved floor as well as Association approval. This applies to door hardware as well as the doors themselves. The door and hardware is part of a fire-rated assembly and CANNOT be altered.

14. Windows, Window Walls and Doors

Plans must show any alterations to windows, window walls and balcony doors.

a. Visual Conformity

All glass replacement must be in harmony with the exterior of the building. Windows and window walls must include mullion which are the same color, size and configuration as original building mullions and must align with the building's mullions.

b. Doors

Doors shall be complete with all necessary frames, hardware, thresholds, and weather-stripping and glazing accessories to ensure a weather tight installation. Frames for swinging doors shall be incorporated into the window wall system.

c. Window Walls

Modifications to the exterior window wall systems are prohibited.

d. Tempering and Tinting

All balcony glass must be tempered. All other exterior glass must be laminated and tinted to match the existing glass. Mirrored finishes are prohibited. A sample of the glass must be submitted for review.

15. No Additional Gas Fixtures

No gas fixtures can be installed.

16. Home Theater Systems

Stereo and home theater equipment must be properly insulated to avoid sound transmission through the walls, ceilings and floors.

Balconies

1. Balcony Maintenance

Due to aesthetic and structural considerations, no modification to exterior balcony structure or flooring is permitted.

2. Balcony Enclosures

Balcony enclosures are prohibited.

3. No Awnings or Flower Boxes

Awnings and patio covers are prohibited. Flower boxes on balcony ledges are also prohibited.



Miscellaneous

1. **Number of Plans**
Four (4) sets of plans must be submitted for review by the Association's architect. The quantity is intended to speed the process so that plans can be distributed, if needed, to the Associations structural, electrical, mechanical and acoustical consultants.
2. **Variances**
Where circumstances justify it, the Association may allow reasonable variances. The granting of 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. **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.
4. **Building Department Alterations**
Any changes made by the building department must be forwarded to the Association's architect for review and approval before work may commence.
5. **Conflicts 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 even of a conflict in the conditions of approval imposed by the entity and the Association, the more restrictive conditions 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.
6. **Building Permits Do Not Constitute Approval**
Owners must separately obtain all appropriate building permits from the City of Los Angeles. However, building permits do not constitute approval by the Association nor does review by the Association constitute by the city or waivers of any applicable status. These are two separate procedures and owners must comply.
7. **Corrections and Comments to Plans**
Corrections to plans or comments made by the Association do not relieve the Owner of his or her responsibility to engineer the proposed work properly and to comply with applicable building codes, ordinances and specifications.
8. **Concealed Conditions**
Any concealed conditions, building code violations and/or deficiencies discovered during the remodeling must be corrected at the owner's expense.

LUMA HOMEOWNERS ASSOCIATION

SUMMARY OF ARCHITECTURAL CONTROL PROCEDURES

The California Civil Code requires the Association to publish a notice annually that describes the types of architectural changes that require Association approval. This Summary of Architectural Guidelines has been prepared for that purpose. This is only a summary and owners are therefore requested to refer to the CC&R's and to the Association's Rules and Regulations and Architectural Guidelines for additional architectural improvement related information. If you have questions about whether there are any standard guidelines or requirements for the type of improvement you would like to make, please contact management *before* you start work.

- A. No Exterior Additions and Changes without Prior Approval. No construction, installation or alteration of an Improvement, including landscaping, in the Neighborhood may be commenced until the plans and specifications therefore showing the nature, kind, shape, height, width, color, materials and location thereof have been submitted to and approved in writing by the Committee; however, any Improvement may be repainted without Committee approval so long as the Improvement is repainted the identical color which it was last painted. Without limiting the generality of the foregoing, the provisions of this Article apply to the construction, installation and alteration of solar energy systems, as defined in Section 801.5 of the California Civil Code, subject to the provisions of California Civil Code Section 714, the City Building Code, zoning regulations, and other laws. (CC&R's Article 7, Section 7.13).
- B. Board Approval Requirement. In addition to Architectural Committee approval, modifications or additions affecting the Common Area also require prior approval from the Board of Directors.
- C. Submission Procedures/Plan Requirements. Until changed by the Board, the address for the submission of such plans and specifications is the Neighborhood Association's principal office. The form of application used by the Committee may include spaces allowing "Adjacent Owners" to sign or initial the application confirming that they have been notified of the application. The Committee shall establish a definition of "Adjacent Owners" in its Architectural Guidelines. Applications will be complete and may be approved or disapproved by the Committee even if all of the Adjacent Owners do not initial the applications so long as the Owner submitting the plans and specifications ("**Applicant**") certifies that the Applicant has asked the Adjacent Owners to sign the applications.

If the Committee receives plans and specifications it determines are not complete, the Committee may reject the application for approval. The Committee shall transmit its decision and the reasons therefore to the Applicant at the address listed in the application for approval within forty-five (45) days after the Committee receives all required materials. Any application submitted pursuant to this Section shall be deemed disapproved unless the Committee transmits written approval or a request for additional information or materials to the Applicant within forty-five (45) days after the date the Committee receives all required materials.

- D. Approval Criteria. The Committee shall approve plans and specifications submitted for its approval only if it determines that (a) installation, construction or alterations of the Improvements in the locations indicated will not be detrimental to the appearance of the surrounding area of the Neighborhood as a whole, (b) the appearance of any structure affected by the proposed Improvements will be in harmony with the surrounding structures, (c) installation, construction or alteration of the proposed Improvements will not detract from the beauty, wholesomeness and attractiveness of the Neighborhood or the enjoyment thereof by the Owners, (d) maintenance of the proposed Improvements will not become a burden on the Neighborhood Association, and (e) the proposed Improvements are consistent with this Declaration.

The Committee may condition its approval of proposals or plans and specifications for any Improvement on any of the following: (i) the Applicant's furnishing the Neighborhood Association with security acceptable to the Neighborhood Association against any mechanic's lien or other encumbrance which may be Recorded against the Neighborhood as a result of such work, (ii) such changes therein as it considers appropriate, (iii) the Applicant's agreement to grant appropriate easements to the Neighborhood Association for the maintenance of the Improvements, (iv) the Applicant's agreement to install (at its sole cost) water, gas, electrical or other utility meters to measure any increased consumption, (v) the Applicant's agreement to reimburse the Neighborhood Association for the cost of such maintenance, or (vi) the Applicant's agreement to complete the proposed work within a stated period of time, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted. The Applicant shall meet any review or permit requirements of the City before making any construction, installation or alterations permitted under this Declaration.



The Committee's approval or disapproval shall be based solely on the considerations listed in this Article. The Committee is not responsible for reviewing, nor may its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes (CC&R's Article 7, Section 7.13).

- E. Decision Timing. Until changed by the Board, the address for the submission of such plans and specifications is the Neighborhood Association's principal office. The form of application used by the Committee may include spaces allowing "Adjacent Owners" to sign or initial the application confirming that they have been notified of the application. The Committee shall establish a definition of "Adjacent Owners" in its Architectural Guidelines. Applications will be complete and may be approved or disapproved by the Committee even if all of the Adjacent Owners do not initial the applications so long as the Owner submitting the plans and specifications ("**Applicant**") certifies that the Applicant has asked the Adjacent Owners to sign the applications.

If the Committee receives plans and specifications it determines are not complete, the Committee may reject the application for approval. The Committee shall transmit its decision and the reasons therefore to the Applicant at the address listed in the application for approval within forty-five (45) days after the Committee receives all required materials. Any application submitted pursuant to this Section shall be deemed disapproved unless the Committee transmits written approval or a request for additional information or materials to the Applicant within forty-five (45) days after the date the Committee receives all required materials. (CC&R's Article V, Section 5.3.2).

- F. Disapproval/Request for Reconsideration. If plans and specifications submitted to the Architectural Committee are disapproved, the applicant shall be advised in writing of the reason(s) for the denial and of the application's ability to request reconsideration by the Board of Directors. The applicant may submit a request to the Board of Directors to reconsider the Architectural Committee's denial at an open meeting, or the applicant may request the matter to be heard in an executive session meeting of the Board of Directors. The request for reconsideration shall be in writing, shall be addressed to the Board of Directors of the Association, shall be delivered to the Association's managing agent, Action Property Management, Inc., and must be received by the Association's managing agent not more than fifteen (15) days following delivery to the applicant of the Architectural Committee's notice of disapproval. The term "delivery" as used herein is defined in Civil Code Section 1350.7.
- G. Board Decision on Request for Reconsideration. Notice of the date, time, and location of the Board of Directors meeting at which the applicant's request for reconsideration shall be heard shall be delivered to the applicant at least ten (10) days prior to the meeting. The Board of Directors shall render its decision on the request for reconsideration within forty-five (45) days following the Association's managing agent's receipt of the request for reconsideration, and the Board shall transmit its decision to the Owner within fifteen (15) days after its decision; provided, however, if no written decision is provided to the Owner within fifteen (15) days after the hearing, the request for reconsideration shall be deemed denied and the Architectural Committee's decision shall be deemed affirmed. In no event will a request for reconsideration be deemed approved based upon the passage or lapse of time; any approval must be by affirmative written action of the Board of Directors to be effective. The Board of Directors shall uphold the Architectural Committee's disapproval if the Board of Directors determines that the Architectural Committee acted within its authority under the Declaration and the Architectural Review Guidelines and otherwise acted in a manner the Board believes to be in the best interests of the community.



L U M A
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LUMA HOMEOWNERS ASSOCIATION REMODELING AGREEMENT

_____ Owner as (“Owner”) of Unit # _____ (“Unit”) wishes to remodel/redecorate and/or make improvements or alterations to his or her Unit.

OWNER AGREES as follows:

1. Scope of Work
All proposed alterations shall be submitted for review and approval. Upon written approval by the Architectural Review Committee, 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 when written approval from the Architectural Review Committee has been received.
2. Deposit
Owner shall provide the Association with a deposit (“Deposit”) to be determined by the Architectural Review Committee Chairman and the General Manager. The Deposit will be used to offset expenses incurred by the Association including, but not limited to, damage to the Association’s common areas, as well as fines and penalties. As fees are charged against the Deposit, Owner shall replenish the Deposit. The Deposit shall not restrict the amount of monies the Association may charge against Owner for reimbursement of expenses incurred by the Association or penalties assessed against owner related to the Project. If the Deposit is not sufficient to cover all reimbursements, damages, and/or fines, Owner shall be special assessed for the difference which shall be collected as provided for in the CC&Rs, including lien and foreclosure. The remainder of the Deposit, if any, shall be returned upon satisfactory completion of the Project. Deposit will not be refunded until we receive the building and safety sign-off.
3. Reimbursement of Expenses
Owner shall reimburse the Association for all costs and expenses incurred by the Association related to the presentations, approval and completion of the Project, including consulting, inspection and attorneys’ fees.
4. Compliance with Architectural Standards
Owner acknowledges receipt of the Association’s Architectural Standards including Plan Requirements and Contractor Rules. Owner shall ensure that all contractors and subcontractors receive a copy of the Association’s Contractor Rules and abides by them. Owner acknowledges they are liable and wholly responsible for work performed by their contractor(s).
5. Liability for Damage
Owner assumes liability for injuries to persons and/or property damage to common areas or other units arising out of the Project. If the damage is not repaired in a timely manner, the Association may make the repairs and deduct the expenses from the Deposit and/or special assess the Owner.



6. Liability for Mitigation
Owner 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 Owner.
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 Owner's sole expense, whether such conditions are found in the Unit or the common areas surrounding the Unit. Contractors must walk through with the Building engineer to go over repairs and alterations to be made prior to the start of construction.
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. All contractors' employees and helpers must provide a valid California identification.
9. Inspections
The Association shall have the right, but not the obligation, to periodically inspect the Project without prior notice. Owner agrees to allow inspections and agrees the Project shall be halted and Owner fined \$500.00 every time an inspection is not allowed. Such inspections do not relieve Owners from their duty to comply with the Association's Architectural Standards and all applicable Building and Fire Codes.
10. Compliance with Code
Owner shall ensure that all work and materials related to the Project will comply with all applicable Building and Fire Code. Owner shall obtain all necessary permits required by the governing agencies to perform the work.
11. Water and Utility Shut-Offs
Water and utility shut-offs to the unit shall be coordinated with the building's Chief Engineer.
12. No Floor or Structural Ceiling Penetrations
Owner understands that Luma is a post-tensioned concrete structure and warrants that NO CORING, CUTTING, CHIPPING, TRENCHING OR PENETRATIONS of the floor slabs or structural ceiling shall be made. Owner further understands and agrees that violation of this provision will result in substantial fines, suspension of all work in the unit, immediate repairs at Owner's expense, and significant daily fines until such repairs are completed.
13. Hardwood, Tiles, Stone Flooring
Hard-Surfaced floors are permissible and must be installed using proper acoustical insulating materials so as to avoid noise problems with sound transfer. Make sure your installer knows that he or she needs to meet a 52 dB FIIC rating. The manufacturers can supply your installer with the specifications they need for installing the materials. Please make sure your installer accounts for these in his or her bids. If hard surface floor is not installed to the appropriate sound proofing level, owner may be required to carpet over or remove floor.
14. Diligent Construction
The project must be completed within the agreed schedule presented with the application from the Architectural Review Committee approval of the Project. Extensions may be granted at the Board's discretion for delays caused by strikes, fires, holidays or other events beyond Owner's



control. If the Project is not completed within the agreed time frame and no extensions have been granted, FINES SHALL ACCRUE at the rate of \$300.00 per day until the Project is completed. If work has not begun within two (2) 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 Owner for reimbursement, or take legal action to have the problem corrected.

16. *No Mechanics Liens*

Owners agree 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. Owner 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 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 fines 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 fees necessary to initiate the arbitration shall be remitted by the requesting party. The prevailing party shall be awarded reasonable attorney's fees and costs. In the event the Association is prevailing party, such fees and costs shall become a reimbursement special assessment against the Owner. Judgment on the Arbitrator's award may be entered in any court having jurisdiction.

Owner's Signature _____

Date _____





L U M A

S O U T H

**LUMA HOMEOWNERS ASSOCIATION
REMODELING APPLICATION**

RETURN FORM TO: Luma Homeowners Association
Attn: General Manager
1100 South Hope Street
Los Angeles, Ca 90015

Date: _____ Unit #: _____

Name of Owner(s) _____

Property Address _____
(Street)

(City) (State) (Zip Code)

Mailing Address *(If different from Luma address)*

(Street)

(City) (State) (Zip Code)

Home Phone No. _____ Work Phone No. _____

Proposed Start Date _____ Estimated Completion Date _____



Please provide the following:

General Contractor_____	Contact Name_____
Phone No._____	Cellular No._____
Insurance Carrier_____	Phone No._____
Designer_____	Phone No._____
Flooring_____	Phone No. _____
Painting_____	Phone No._____
Other Vendor_____	Phone No._____

DESCRIPTION OF PROPOSED IMPROVEMENTS (attach plans):

Owner's Signature _____

Date _____ **Unit #** _____