

**Catalina Terrace HOA**  
**HOMEOWNERS ASSOCIATION**

**APPLICATION FOR ARCHITECTURAL MODIFICATION**

(Includes flooring and satellite dish installations also)

NAME: \_\_\_\_\_ Phone: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Please describe, in detail, the proposed modification. Please include color samples where applicable, dimensions, location of improvement, storage of materials during modification, estimated start and completion date and any other information that may be relevant. Please attach appropriate permits where applicable.

**Please submit this form filled out with the plans to Westcom Property Services. You may also email to david@westcommgmt.com or fax to 818 569-5633, Attn: Catalina Terrace HOA – Architectural Committee.**

Intended Modifications (please describe in detail & include additional pages if needed):

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☐ **SATELLITE DISH:** I understand the restrictions and requirements of proper satellite dish installation, and I understand I am responsible for any damages caused by the installation. {**Check box and please specify area of placement and method of dish mounting, size of dish, name of installer**}

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I hereby acknowledge that I have reviewed the Article in the Association's CC&R's on ARCHITECTURAL MODIFICATIONS and will construct and maintain the proposed modification in accordance with the terms of the CC&R's and this proposal, and that I will reimburse the Association for any and all expenses incurred as a result of damage to the common area from the construction of this proposed modification.

Signature of Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Neighbor Approval: \_\_\_\_\_ Date: \_\_\_\_\_

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**FOR ARCHITECTURAL COMMITTEE ONLY**

Date Received: \_\_\_\_\_ Decision Date: \_\_\_\_\_

HOA Decision:      Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_

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If disapproved, reason for the disapproval:

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Signature of Architectural Committee Representative: \_\_\_\_\_ Date: \_\_\_\_\_

# Catalina Terrace Homeowners Association

## REMODELING/REDECORATING AGREEMENT

Homeowner \_\_\_\_\_ of Unit # \_\_\_\_\_  
Wishes to make the following alterations to his/her Unit:

### Redecorating

- |                                       |  |   |
|---------------------------------------|--|---|
| <input type="checkbox"/> Painting     | <input type="checkbox"/> Carpeting         | <input type="checkbox"/> Cabinets & Counters      |
| <input type="checkbox"/> Appliances   | <input type="checkbox"/> Plumbing fixtures | <input type="checkbox"/> Hardwood, tile, granite, |
| <input type="checkbox"/> Other: _____ |  | marble floors or walls                            |

### Remodeling

- ☐ Plumbing (new plumbing, alteration of old plumbing, additional fixtures, etc.)
- ☐ Electrical (new electrical, alteration of existing, etc.)
- ☐ Add, remove, move or alter walls
- ☐ Balcony or Patio alterations
- ☐ Window alterations
- ☐ other:

HOMEOWNER AGREES to the following:

Scope of Work. All proposed alterations shall 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.

Damage/Performance Deposit. Homeowner shall provide the Association a deposit ("Deposit") of \$1,000.00 prior to the commencement of any work on the Project. 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 fines and penalties, including daily fines that may be imposed for failure to complete the Project within time period set forth by the building department. 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.

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If the Deposit is not sufficient to cover all reimbursements, damages, and or fines, Homeowner shall be specially assessed for the difference which shall be collected as provided

for in the CC&R's, including lien and foreclosure. The remainder of the Deposit, if any, shall be returned to the homeowner upon satisfactory completion of the Project.

Reimbursement of Association Expenses. Homeowner shall reimburse and indemnify the Association for all costs and expenses incurred by the Association related to the presentation, approval and completion of the Project, including but not limited to consulting, inspection and attorneys' fees.

Compliance with Architectural Standards Homeowner shall at all times comply with and shall ensure compliance by everyone working on the Project with the Association's rules, regulations and architectural standards.

Liability for Damage Homeowner 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 Homeowner.

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.

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.

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 a minimum \$1,000,000.00 *Commercial General Liability insurance* policy. 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 rules or standards.

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Technical and Structural Issues. Whenever changes involve structural elements of the building and/or a change in load factors, plans shall be prepared and signed-off by a licensed structural engineer agreed upon by the Homeowner's Association. All technical and engineering matters shall be the Homeowner's responsibility.

Inspections. The Association shall have the right but not the obligation to periodically inspect the Project without prior notice. Homeowner agrees to allow such inspections and agrees that the Project will be halted if inspections are not allowed. Such inspections do not relieve Homeowner from his duty to comply with the Association's Architectural Standards and all applicable Building and Fire Codes.

Equipment and Material Storage. Equipment and material cannot be stored in Common area hallways, lobbies, balconies or garages or other common areas. All equipment and material must be stored inside Homeowner's unit or taken off-site. Workmen are prohibited from using common area electrical outlets to power their equipment. \$100.00 fine for the first violation and \$300.00 fine for each subsequent violation. Subsequent violations include continuation of the existing violation from one day to the next.

Common Area Floors. All common area floors must be protected with Masonite or carpet supplied by the Association which shall be taped at the edges from the service elevator anchor stairwells to the Unit. Appropriate warning signs indicating the presence of such floor coverings must be placed in conspicuous locations in the common areas. The covering must be removed and the floor cleaned by 5:00 p.m. each day. If this is not done, Homeowner will be charged for the cost of removing the covering and cleaning the floors. The floor coverings are to be returned to the Association everyday after the completion of work. If the covering is damaged, Homeowner will be charged for the cost associated with the cleaning or replacing.

Elevators. Workers are to use the **padded** elevator at all times. The **unpadded** elevator is reserved for the exclusive use of residents, their guests and domestic work. The elevator used by the workers must be padded at all times and use of the elevator coordinated with the Management Office. Homeowner shall make sure that the elevator is cleaned at the end of each work day. \$300.00 fine per violation. Maximum load per elevator is limited to 2500 lbs. The drapes in the elevator and two men average 500 lbs., therefore the pallet or box load is limited to 2000 lbs. Any violation will subject contractor and homeowner to repair and inspection cost, if any, and possible fine.

Trash & Debris. All trash and debris must be carried off-site on a daily basis at Homeowner's sole cost and expense. The trash chutes inside the building shall not be used for disposing of

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debris. \$300.00 fine per violation, plus any costs to repair damage and/or clean the common areas. If there is a large amount of trash removal, which would require the use of the elevator

for more than four trips, the elevator must be reserved in advance and \$250.00 fee paid for the use of the elevator.

Gates and Doors. For security and fire-safety reasons, gates and doors may not be propped open or blocked. \$100.00 fine per violation.

Construction Hours. Working hours are limited to Monday through Friday, 8.00am to 5:00 p.m. No work is allowed on Saturdays, Sundays or the following holidays: New Year's Eve, New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, Yom Kippur or any other days as limited by the building codes.

Parking. Because parking in the building is limited, parking shall be coordinated with the Association's management office.

Signs. No signs may be displayed in or around the Unit. There shall be a \$100.00 fine per violation per day, due each day the violation continues to exist.

Acoustical Standards. Hard-surfaced floors such as marble, granite, tile and hardwood must have proper noise insulating materials installed so as to avoid noise problems for your neighbors in the unit below. Make sure your installer knows he must meet a minimum 55 dB FIIC rating. Before installing your floor, the manufacturers can supply your installer with the specification they need for installing the materials. If requested by the Association, Homeowner shall produce a sound test from an acoustical consultant approved by the association to confirm the Association's acoustical standards have been met. If the standards are not met, Homeowner shall promptly make appropriate changes to ensure compliance.

a. **Plumbing.** All new plumbing and alterations to existing plumbing shall be isolated from walls, studs, joists, ceilings, and flooring and shall comply with the airborne ratings.

b. **Penetrations.** Penetrations or openings for piping, electrical devices, recessed cabinets, bathtubs, sophist, or HVAC ducts shall be sealed, lined, insulated or otherwise treated to maintain the required sound ratings.

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Worker Restrictions. Workers are not allowed to bring pets on-site and will be denied entry if they have an animal with them. All workers must wear shoes, pants or shorts, and shirts at all

times. Workers are also prohibited from creating nuisance noise unrelated to the construction work and are prohibited from eating meals or taking breaks in the common areas. \$100 fine per violation.

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. \$500.00 fine per violation and the offending party may be barred from the property.

Smoke Detectors. Each day, prior to the commencement of work on the Project, the smoke detectors in the unit must be covered to prevent false alarms from construction dust. Covers must be installed and removed on a daily basis. Failure to do so will result in a \$100.00 fine per occurrence. In addition, Homeowner shall be responsible for the cost of any service call resulting from false alarms.

Fire Alarms and Sprinklers. If the Unit's fire monitoring or fire sprinkler system is disconnected for any reason, the Association must be notified IMMEDIATELY. \$1,000.00 fine per violation if these procedures are not followed plus all related expenses incurred by the Association.

Association Equipment. No equipment which is the property of Association may be used for the Project.

Containment of Dust. All dust and dirt must be contained in the Unit. \$100.00 fine for the first violation and \$300.00 for each subsequent violation. Subsequent violations include continuation of the existing violation from one day to the next.

Fumes, NO OIL-BASED PAINTS OR LACQUERS MAY BE USED INSIDE THE UNIT. So as to minimize the infiltration of painting fumes into the rest of the building, doors must remain closed at all times, but windows and sliding glass doors must be opened to provide proper ventilation and fans must be used to blow such fumes out of building.

Diligent Construction. The Project must be completed within six (6) months from the Association's approval of the Project. Extensions may be granted at the Board's discretion for delays caused by strikes, fires, holidays or other events beyond Homeowner's control. If the Project is not completed within six (6) months and no extensions have been granted, FINES

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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.

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 specially assess the Homeowner for reimbursement, or take legal action to have the problem corrected.

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.

Indemnity. The consent of the Association to the Project shall not give rise to any liability by the Association or its representatives.

Enforcement Provisions. The Association shall have the authority to impose monetary penalties, suspend the Project and workers' access to the Project, obtain restraining orders, obtain damages, and cure the violation or repair the damage and special assessment for reimbursement. Unless otherwise provided for in this Agreement, monetary penalties may be assessed as follows: (i) first violation, up to \$100.00, (ii) second violation, \$300.00, (iii) third violation, \$500.00, (iv) additional violations, up to \$1,000.00.

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

Member: \_\_\_\_\_ Dated: \_\_\_\_\_

Homeowners Board \_\_\_\_\_ Dated \_\_\_\_\_