

Architectural Policy and Procedures

The following architectural guidelines and procedures (the “Guidelines”) are established pursuant to the Declaration of Covenants, Conditions and Restrictions of The Toluca Hills Apartment Corporation (THAC) (the “CC&Rs”), and provide a framework within which the architectural review committee of Toluca Hills (the “ARC”) can make its decisions. The Guidelines have been created to enhance the value and appearance of the community. The Guidelines are intended to encourage compatible design, enforce structural requirements and manage improvements to the property, buildings and individual units.

The role of the ARC is to assure that the exteriors, interior structure, and view of exterior and interior of the units and common areas meet certain standards and guidelines and are compatible with the surroundings and other elements of the property. The guidelines and standards set out in this document supersede and replace all existing architectural guidelines, standards, and criteria established for THAC. Unless defined in this document, the terms used in this document shall have the same meaning assigned to them in the CC&Rs.

I. ARCHITECTURAL STANDARDS.

- A. Restrictions on Alterations. One of the purposes of these guidelines is to ensure that those parts of the individual units which are visible from the exterior be kept architecturally attractive and consistent in appearance. Therefore, the following restrictions and requirements shall apply to alternation on the property (common and private):
1. Except as expressly provided in Section E of this document, no structure, building, no structure, building, addition, deck, patio, fence, wall, enclosure, window, exterior door, antenna or other type of sending or receiving apparatus, sign, display, decoration, color change, shrubbery, material topographical or landscaping change, or any other exterior improvements to or alteration of a Unit or any other part of the Property, whether temporary or permanent, structural, aesthetic or otherwise (collectively referred to as “alterations”) shall be commenced, erected or maintained, unless and until the plans and specifications showing the nature, kind, shape, height, color, materials and locations of the alterations shall have been approved in writing by the Architectural Review Committee. Additionally, any change of flooring, moving/removal of walls, projects requiring water being shut-off, and projects requiring permits all fall under the collective definition of Alterations.
 2. The Architectural Review Committee shall establish the criteria for approval of alterations, which shall include and require, at a minimum:
 - a) substantial uniformity of color, location, type, and design in relation to existing Units and topography,
 - b) comparable or better quality of materials as used in existing improvement on the Property,
 - c) ease of maintenance and repair,
 - d) adequate protection of Building(s), the Association, and the Owners from liability and liens arising out of the proposed alterations,
 - e) substantial preservation of Owners’ sight lines, and
 - f) compliance with governmental laws, codes, and regulations.

3. The Architectural Review Committee shall be the sole judge of whether such criteria are satisfied. The purpose of the criteria established by the Architectural Review Committee shall be (i) to preserve the architectural style and uniformity, the quality, and the value of the Property, and (ii) to protect the Association and the Owners from undue liability arising out of the alterations or any construction activity in connection therewith.
 4. Approvals of alterations that effect another Unit shall require the homeowner to notify all effected homeowners. The neighbor notification form regarding the alteration shall be maintained permanently as a part of the Association's records.
- B. Review Procedures. The following procedures shall govern requests for alterations under this Section:
1. Detailed plans, specifications, and related information regarding any proposed alteration, in form and content acceptable to Architectural Review Committee, shall be submitted to the Architectural Review Committee at least thirty (30) days prior to the projected commencement of construction. No alterations shall be commenced prior to approval. Architectural Requests will not be accepted for review until all required plans, specifications, related information and \$500 deposit are received as a completed packet.
 2. The Architectural Review Committee shall give the Owner written notice of approval or disapproval. If the Architectural Review Committee fails to approve or disapprove within thirty (30) days after receipt of said plans and specifications, and all other information requested by the Architectural Review Committee, then approval shall be deemed to be granted; provided, that the alterations are done in accordance with the plans, specifications and related information which were submitted.
 3. If no request for approval is submitted, approval shall be deemed to be denied.
 4. Standard review process is a minimum 30-day approval time. More complex requests may require more time. You will be notified if more time is required to approve your request.
- C. Remedies for Violations. The Association may undertake any measures, legal or administrative, to enforce compliance with these Guidelines and shall be entitled to recover from the Owner causing or permitting the violation all attorneys' fees and costs of enforcement incurred by the Association, whether or not a legal action is started.
- D. Owners Responsibility/Indemnity. The Owner who causes an alteration to be made, regardless of whether the alteration is approved by the Architectural Review Committee, shall be responsible for the construction work and any claims, damages, losses, or liabilities arising out of the alterations. The Owner, and not the Association, is responsible for determining whether any alteration is in violation of any restriction imposed by any governmental authority having jurisdiction over any portion of the Property. The Owner shall hold harmless, indemnify, and defend the Association, and its officers, directors and committee members, from and against any expenses, claims, damages, losses, or other liabilities, including without limitation attorney's fees and costs of litigation, arising out of (i) any alteration which violates any governmental law, codes, ordinances, or regulations, (ii) the adequacy of the specifications or standards for construction of the alterations and (iii) the construction of the alterations.

- E. Exemptions. The requirements set forth in these Guidelines (except Section D of this document) shall not apply to the following:
 - 1. The installation of your television signal service (cable or satellite) only requires the homeowner to notify the HOA of the desired installation. Toluca Hills building infrastructure includes prewiring for cable and satellite TV. Therefore, individual satellite dishes are prohibited. Such installation shall be subject to all governmental laws codes and ordinances. The Architectural Review Committee shall have authority to impose further, reasonable requirements consistent with law. The Owner or Occupant of the Lot shall perform and pay for the installation, maintenance and repair of the installation.

II. ARCHITECTURE AND DESIGN

- A. The exteriors, interior structure, and view of exterior and interior of the units and common areas meet certain standards and guidelines and those elements protected and enforced by this policy include, but are not limited to maintenance of units, window treatments, floor coverings, acoustics, balcony railings, building codes, flags, satellite dishes, solar panels, patio/balcony restrictions (THAP CC&R, Section 3.03), are compatible with the surroundings and other elements of the property.
- B. Variiances. The use of Contractor Agreement Forms and Resident Compliance Agreements protect the association from setting unreasonable precedent. A variance is a board-only decision and is not often granted. All board decisions are final.

III. SPECIFIC CRITERIA TO BE USED BY THE ARCHITECTURAL REVIEW COMMITTEE FOR CERTAIN ALTERATIONS

- A. Even if the alteration proposed by an Owner meets the following criteria and guidelines, the Architectural Review Committee may deny the request for the alteration, based upon the decision-making authority of the Architectural Review Committee. The Owner may also be required to meet additional criteria or guidelines set by the Architectural Review Committee, as a condition for approval of the request.

IV. TREE/SHRUB CUTTING AND PRUNING

- A. No cutting or clearing of the ground and landscaping in any form may be done prior to the receipt of Architectural Review Committee approval. Privacy and views are achieved by very careful removal and pruning of trees in harmony with natural environment. The goal is to prune in such a way that upon completion, vistas appear and the trees look as if they had never been touched. The removal or pruning of trees and shrubs for view may not be done unless approved by the Architectural Review Committee. The primary guideline for pruning is to provide the homeowner with tasteful views, healthy trees and low risk of building damage within the tree canopy. No tree may be "topped." Topping not only eliminates the graceful form, line, and texture of the branches, but often results in plume-like new growth, which is unsightly and difficult to manage. Tree trimming is a budgeted maintenance expense for the association.

V. USE OF CONTRACTORS/VENDORS/INSTALLERS

- A. Contractors Agreement Form. All contractors performing work or alterations in or on a Unit or Limited Common Element that has a contract price or reasonable value in excess of \$500.00 shall complete a Contractors Agreement Form and file a certificate of insurance and indemnity with the Management Office, which certificate must be approved by management before said contractors may begin work on the property.
- B. Homeowner Deposit. All alterations are subject to section D of this document (Owner Responsibility), and additionally require a \$500 deposit to protect against damage incurred to common area elements during the course of the alteration. Only the cost of repair and cleanup of the damaged common area element would be deducted from the deposit, with the remaining balance returned to the homeowner once the alteration project is complete.