

**BLU COMMUNITY ASSOCIATION
HOME IMPROVEMENT APPLICATION SUBMITTAL CHECKLIST:**

Submittal Package: In order to expedite the approval process, the Submittal Package for any Improvements (other than patio furnishings and window coverings) must include the following:

- Remodeling Application
- Plans and specifications showing the location, nature, kind, shape, height, weight and materials, including the color and any other requirements set forth in the Architectural Guidelines (“Plans and Specifications”), clearly indicating all proposed modifications (**three (3) sets** of each plan sheet)
- Floor plans, if an Owner is requesting permission to remove or relocate a wall
- Description of materials and colors
- A proposed construction schedule (including proposed start and completion dates)
- Certificates of Insurance (including contractors exclusions and proof of valid workers compensation insurance). The Association shall be named as an additional insured on the Certificates of Insurance for the period of time the work is in progress.** Article II, Section 2.14 of the CC&R’s.
- Permits and licenses, if applicable
- Names, addresses and phone numbers of all contractor's and subcontractors who will work on the project

PLEASE REVIEW THE ARCHITECTURAL GUIDELINES FOR ANY ADDITIONAL REQUIREMENTS OR INFORMATION.

The Architectural Committee will not be able to review your application unless all required plans, forms and information for your proposed Improvement(s) are included in your Submittal Package.

**BLU COMMUNITY ASSOCIATION
HOME IMPROVEMENT 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 Design Review Committee, the approved scope of work shall constitute the "Work." All necessary Building Department permits shall be obtained prior to the commencement of the Work. No Work shall be done except when written approval from the Design Review Committee has been received.

2. Deposit

Owner shall provide the Association with a deposit ("Deposit" as set forth on the current Fee Schedule available from Management). The Deposit will be used to offset expenses incurred by the Association including, but not limited to, repairing damage to the Association's Common Areas, as well as fines and penalties, if imposed after notice and hearing. 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 Work. If the Deposit is not sufficient to cover all reimbursements, damages, and/or fines, Owner may be assessed for the difference. The remainder of the Deposit, if any, shall be returned upon satisfactory completion of the Work. 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 Work, including consulting, inspection and attorneys' fees.

4. Compliance with Design Guidelines

Owner acknowledges receipt of the Association's Design Guidelines 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 he/she is liable and wholly responsible for the conduct and actions of his/her contractor(s).

5. Liability for Damage

Owner shall be responsible for all injuries to persons and/or property damage to Common Areas or other Units caused by the Owner or related to or arising out of the Work. 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 assess the Owner, after notice and hearing.

6. Concealed Conditions

All *Building and Fire Code* violations and/or deficiencies discovered during the course of the Work shall be reported to the Association and proper governmental authorities 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.

7. 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 architectural decisions affecting any portion of the community. 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.

8. Inspections

The Association shall have the right, but not the obligation, to periodically inspect the Work without prior notice. Owner agrees to allow inspections and agrees the Work 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 Design Guidelines and all applicable Building and Fire Codes.

9. Compliance with Code
Owner shall ensure that all work and materials related to the Work will comply with all applicable Building and Fire Codes. Owner shall obtain all necessary permits required by the governing agencies to perform the work.
10. Water and Utility Shut-Offs
Water and utility shut-offs to the Unit shall be coordinated with Management and the building's Chief Engineer.
11. No Floor or Structural Ceiling Penetrations
Owner understands that Blu 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 may 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.
12. 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 FIIIC 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.
13. Diligent Construction
The Work must be completed within the agreed schedule presented with the application from the Design Review Committee approval of the Work. 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 Work is not completed within the agreed time frame and no extensions have been granted, then, after Notice and Hearing, FINES SHALL ACCRUE at the current daily rate set forth on the Schedule of Fines until the Work is completed. If work has not begun within two (2) months of the approval, the approval shall expire.
14. Incomplete or Inadequate Work
If the Work 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 assess the Owner for reimbursement, after notice and hearing, or take legal action to have the problem corrected.
15. 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 the Work.
16. Indemnity
The Association's consent to the Work 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 Work or its approval by the Association. This indemnity shall survive the termination of this Agreement.
17. Enforcement Provisions
The Association shall have the authority to impose monetary penalties, suspend work as well as workers' access to the Work, cure the violation or repair the damage and assess for reimbursement, and take such other action as may be allowed by law. Violations of the Association's rules may result in monetary penalties as set forth on the Schedule of Fines. Failure to comply or to restore conditions shall result in additional fines.. 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. However, no such fines or penalties shall be imposed until after the Owner has been given notice and opportunity for a hearing, as required in the Association's Enforcement Policy.

Owner's Signature _____

Date _____

**BLU COMMUNITY ASSOCIATION
HOME IMPROVEMENT APPLICATION**

RETURN FORM TO: Blu Community Association
C/O Action Property Management
600 Wilshire Blvd., Suite 1660
Los Angeles, CA 90017
(949) 450-0202

Date: _____ Unit #: _____

Name of Owner(s): (1) _____

(2) _____

Current Mailing Address(es):

(1) _____ (2) _____

Home phone: _____ Home phone: _____

Work phone: _____ Work phone: _____

Cell phone: _____ Cell phone: _____

Email: _____ Email: _____

Please provide the following:

Name and company name of general contractor:

Phone numbers: _____

State License Number: _____

Name and company name of designer:

Phone numbers: _____

Name of other important contacts for this Project and phone numbers:

Insurance Carrier _____ Phone No. _____

Flooring _____ Phone No. _____

Painting _____ Phone No. _____

Other Vendor _____ Phone No. _____

Briefly describe proposed improvements (attach plans if applicable):

Proposed start date: _____

Estimated date of completion: _____

I/We, _____, legal owner(s) of Unit # _____, understand that I/we am/are responsible for my worker's actions and any damages to the Common Area and Association Property while the workers are in the building.

I/We have deposited with the Association, through Management, a check in the amount of \$_____. I/We understand that this sum may be fully refunded, that fines, costs and other charges may be applied to the deposit, or that I/we may be subject to an additional assessment if the deposit is insufficient to reimburse the Association for its costs and expenses arising from or relating to my/our work of improvement. I/We understand that an accounting of my/our security deposit shall be made upon completion of such work of improvement in accordance with these Standards.

I/We further understand that these Design Guidelines are solely for the purpose of assisting in my/our construction project and are not inclusive of all Association policies and rules which might apply from time to time. Although certain building plans may be made available to me by the Association I/we assume full responsibility to verify any items on the plans which might affect my modifications.

I/We also understand that the Association, through the Board or its agent, has a right to inspect the premises at any time during normal business hours. I/We will comply with all city, county and state building codes and obtain necessary permits and inspections and will deliver a copy of same to the Management Office of the Association in a timely manner.

Unit Owner

Date

Unit Owner

Date



FOR OFFICE USE ONLY

Date Received: _____

Date Approved*, Disapproved, or Approved with Conditions: _____

Date Letter of Approval*, Disapproval, or Approval with Conditions Sent: _____

Date Insurance Received for Contractor: _____ Expiration Dates: _____

* Any approval is conditioned upon the proposed improvements complying with all applicable laws and codes, including the California Fair Employment and Housing Act, building code or other applicable law governing land use or public safety. Thus, to the extent any of the proposed improvements violate any of these applicable laws and codes, the Association's approval shall be void and no effect as to the improvement(s) that violate any of the laws and codes.

BLU OWNERS ASSOCIATION
NOTICE OF COMPLETION FORM

This form must be completed and submitted to the Blu Community Association upon completion of an Owner's improvements to the unit. Upon APPROVAL of the completed Project, your security deposit and any remaining balance from the application fee will be refunded to you, as applicable.

Today's Date: ___/___/___

Unit #: _____

Address Where Work Took Place: _____

Mailing Address: _____

Daytime Phone: (____) ____-____

Evening Phone: (____) ____-____

Email Address: _____

Notice is hereby given that the undersigned is the owner of the property where the work took place and that the work was completed on the date specified below:

Date Work Was Completed: ___/___/___

Applicant's Name: _____
(Please Print)

Applicant's Signature: _____

Please provide the following documents in order that the Notice of Completion may be reviewed.

- Photographs of everything completed on the property.
Copy of approved stamped plans (and any approved revised/amended plans).

(Do Not Write Below Line. This is to be completed by Design Review Committee Only)

Committee Comments: _____

Submittal
APPROVED

Submittal
NOT APPROVED

Submittal
APPROVED WITH CONDITIONS

Table with 3 columns for 1st, 2nd, 3rd submittals and rows for Incomplete Submittal, Require Additional Information, Appearance Evaluation Review, Checklist, Completion of Home Improvement Form, Community CC&R's, Notes on Plans, Appearance Evaluation Review, Plan Check Review Letter, Other.

Consultant Signature:

Signature (1st Submittal)
Signature (2nd Submittal)
Signature (3rd Submittal)

Date
Date
Date