

REVISED 4/6/2015

PALISADES COUNTRY ESTATES ARCHITECTURAL COMMITTEE GUIDELINES

1. APPLICATIONS FOR APPROVAL

All proposals or plans, to be considered for approval, must be submitted to Tibold Asset Management, Inc., 1515 Palisades Drive, Suite B, Pacific Palisades, California, 90272.

Meetings of the Architectural Committee will be held as needed, but not more frequently than once every two weeks. No Applications for Approval will be approved other than at the regularly scheduled meetings. All additional communications with the Architectural Committee should be in writing. No member of the Architectural Committee is to be contacted by the owner or the owner's representative after submission of plans for consideration unless requested to do so by a member of the Architectural Committee. It is the responsibility of the owner to take the initiative in obtaining approval from the Committee prior to the start of construction, and to communicate to the Committee any changes in the timing of the project implementation as well as proposed changes to the approved documents. The Architectural Committee will consider no submissions unless all dues and assessments relating to the particular lot upon which construction is proposed have been paid in full.

2. APPLICATION TYPES

A. Short Form

B. Standard Form

- i). Preliminary
- ii). Formal

C. Dumpster Permit

Homeowners are encouraged to start the Application process at the Short Form level to ensure that ideas for even major projects are in harmony with the Guidelines and CC&Rs to avoid unnecessary design effort.

A. Short Form

Purpose: A Short Form application should be submitted for modest improvements, such as house repainting, small-scale landscaping, replacement of garage doors, etc.

Substance: A written description of scope and any samples of paint chips, product cuts, and photos of plant types.

Fee: NONE

B. Standard Form

i). Preliminary Application

Purpose: A Preliminary Application is for more substantial projects than those above.

Substance: The Preliminary Application shall consist of two sets of the following documents:

- a. Preliminary Site Plan, with tract and lot number, name and address of owner, name and address of architect or designer, topography, approximate dimensions, relation of proposed action (e.g. new building, alteration of existing building, other improvements) to streets and other properties and surface drainage.
- b. Preliminary sections, elevations (indicating heights and appearance of improvements), floor plan, roof plan, and other property improvements as needed.
- c. Conceptual landscape plans and proposed phasing schedule.
- d. Preliminary materials and color selections.

All documents for the Preliminary Application may be scaled, free-hand drawings, if sufficiently detailed, to provide the above-specified information. However, depending on the scope of project the Committee may request more formal drawings when lot lines, setbacks, easements, retaining walls and drainage are in play.

Fee: \$1,000 for projects estimated over \$25,000 (Check to be included with the Application)

The above fee is applied to the Formal Application Fee (if such Application is necessary) net of any incurred architectural/engineering review costs, undertaken by, and at the sole discretion of, the Architectural Committee. If no Formal Application is necessary then the fee is refundable net of review costs, if any.

ii). Formal Application

Purpose: The Formal Application is for substantial projects (e.g. New homes or large additions, pools, tennis courts, etc.) and will generally follow the preliminary application.

Substance: The Formal Application for Approval must consist of two sets of the following documents, which shall be copies of the actual documents submitted to the City of Los Angeles:

- a. Complete detailed final plans and specifications.
- b. A color scheme, if appropriate.
- c. A plot plan showing and fixing the location of all improvements and showing elevations, setbacks, and drainage.
- d. A grading plan showing drainage.
- e. A landscaping plan showing the type, size and location of trees, fences, hedges, tennis court and swimming pools (if any).

The Formal Application must be accompanied by an Agreement and Undertaking, signed by all vested owners, in the form approved by the Board of Directors (see sample appended to this document) and a check in the following amounts:

Fee: \$5,000, for projects estimated to cost \$25,000-\$100,000
 \$10,000 for projects estimated to cost >\$100,000
 (Check to be included with application)

The above fee is refundable net of any incurred architectural/engineering review and repair costs. If such review costs exceed the fee amount, less \$2,000, the balance will be due before approval to proceed is granted. The disposition of the refundable amount is explained in the sample Agreement and Undertaking. In any event, refunds will not be made until copies of all Inspection Notices and Certificates corresponding to the Construction Permits for the project have been received by the Architectural Committee. The Committee shall retain a record set of the final plans after review and approval. The Committee reserves the right, at its discretion, to inspect the project during construction for conformance with the approved documents.

C. Dumpster Permit

A refundable deposit in the amount of \$2,000 is required if a homeowner intends to use a roll-off dumpster for any home improvements not requiring a Formal application. This deposit is held against potential damage to the roads. The gatehouse will not permit entry of a roll-off dumpster without advance clearance from Tibold Asset Management.

Wood or other material must be placed beneath the wheels of dumpsters and other heavy equipment to avoid damage to the street and curbs.

3. STANDARDS FOR APPROVAL

Section 4, Article IV of the CC&Rs gives to the Architectural Committee broad power and authority to approve or disapprove plans or proposals. To assist in this function, the Architectural Committee has engaged the services of an independent architect who, at the discretion of the Architectural Committee and upon its request, will review and advise the Architectural Committee with respect to any proposals or plans. Approval to proceed is predicated on the submission to the Architectural Committee of any regulatory Permits that are required for the project, such as a City of Los Angeles Building Department Construction Permit.

4. DESIGN GUIDELINES

A. Basic Philosophy

Guidelines for the design of new and remodeled buildings and appurtenant structures have been prepared with the following intentions:

- To maintain an attractive and consistent image of the Palisades Country Estates community throughout all common areas so as to avoid harsh contrasts in the visual perception of the community.
- To promote careful design so that there is harmony between buildings and their sites and with neighboring homes.
- To maintain building forms that are integrated with the landscape rather than intruding into it.
- To require that design, selected materials, colors and finishes, and total site planning shall pursue these objectives.
- Proposals or plans for new homes, which are duplicates of existing homes in the Country Estates, will not be approved.

B. Site Adaptation, Drainage and View Preservation

The size, scale and location of the house shall be directly related to accommodation of the site and nature of the terrain. It is imperative that any new watercourses formed by excavation and grading be handled to prevent any erosion of the hillside or damage to neighboring property. A licensed engineer must design any modification to the drainage of a property. It is the responsibility of the homeowner(s) to maintain all drainage apparatus (including screening devices) in good operating order so as to assure proper site drainage. Primary views of neighboring homes shall also be considered. Houses, fencing, and planting shall be designed and maintained with due regard to the manner in which such views from all angles are affected.

C. Exterior Appearance of Homes

Harmony with existing homes and blending with the natural terrain should be strived for. Glass areas shall be organized with respect to exterior appearance, not scattered at random. Exterior walls shall have a limited number of colors and finishes. Decorative items (i.e., elaborate railings, shutters, etc.) are acceptable if they blend with overall building shapes and bear accurate reference to historical or classical architecture. Service areas, as well as air conditioning and/or pool equipment shall be screened both from the street and from adjoining neighbors. The Architectural Committee will approve no plans specifying the installation of heating or air conditioning units on tops of roofs. Such units should be out of sight of other lots, streets and other common areas. All exterior mechanical equipment shall be baffled for noise reduction in conformance with the City of Los Angeles Noise Ordinance, and shall not be at such a level as may disturb neighbors.

D. Pools, Jacuzzis, Tennis Courts, Dog Runs, etc.

All tennis or paddle tennis courts and swimming pools must be screened from view from common areas, including streets, preferably by landscaping or other appropriate screening. Walls that may be required or customary in conjunction with pools, jacuzzis, tennis courts, etc., must conform with prevailing regulations and may be made of chain link only if: i) they are not visible from streets or common areas, and ii) they are either painted black, green, or dark brown, or are covered with dark-colored canvas or a similar material in the same colors.

Dog runs are permitted only under the following circumstances: i) they are not visible from the street or common areas, ii) they are in locations that are unobtrusive when viewed from adjoining properties, and iii) they are used in a manner that causes no annoyance to neighboring residences.

E. Retaining Walls

Retaining walls shall be scaled to be unobtrusive. No retaining walls shall be constructed beyond ten (10) feet of the top of the original rear yard berm measured horizontally from it; any such wall may not extend vertically more than five (5) feet above the face of the slope. Given the hillside nature of the P.C.E. all retaining walls must be designed by a licensed structural engineer and permitted by the City of Los Angeles.

Exceptions to this long-standing rule will be entertained on a case-by-case basis and require a specific waiver. Waivers will be granted based on overall community impact, appearance and safety concerns.

F. Fencing

Picket fencing is not acceptable in any location that is visible from the street or adjoining properties. Chain link fencing is not acceptable in any location that is visible from the street, but may be used in locations visible from adjoining properties, provided that it is painted black, green, or dark brown, and that it is landscaped in such a way as to be obscured by leaves, vines, etc. (See section on “Pools, Jacuzzis, Tennis Courts, Dog Runs, etc.” for further information on fencing required for special recreational features).

G. Landscaping

The Palisades Country Estates has been designated a “Very High Fire Hazard Severity Zone” by the City of Los Angeles. Landscaping will be discouraged that includes highly combustible plants, such as the following, which are listed in the Los Angeles Municipal Code: conifers (e.g., cedar, cypress, fir, juniper, and pine), eucalyptus, acacia, palm trees and pampas grass.

Proposed landscaping plans shall minimize erosion, dust and fire hazard during, as well as after, completion of construction. Planting shall be designed and maintained with due regard to the manner in which primary views from all angles affect neighboring homes. Hillsides shall be kept clear of debris and fire-hazardous brush. Landscape work shall commence, wherever possible, together with site work and shall be phased for completion no later than six months after the building has been erected.

H. Exterior Lighting

The light source of any exterior lighting fixture shall not be visible from neighboring properties. In the case of tennis court lighting fixtures, lamps shall be installed in such a way as to minimize infiltration of light into neighboring properties to the greatest extent possible. Such fixtures shall be in use for only limited amounts of time and in any case may not be in operation after the hour of 10:00 p.m.

5. Fire Hazards

The Palisades Country Estates has been designated a “Very High Fire Hazard Severity Zone” by the City of Los Angeles. Accordingly all applications will be reviewed for increased risk. For example, any outdoor devices that create open flames must be limited to those whose fuel is gaseous. No plans calling for construction, which have any type of flammable roof, will be approved. The Architectural Committee will not approve any wood shake or shingle roofs of any class or type. Owners are required to comply with all standards now prevailing or that may be set by the Los Angeles County Fire Department.

New landscaping projects will be discouraged that includes highly combustible plants, such as the following which are listed in the Los Angeles Municipal Code: conifers (e.g., cedar, cypress, fir, juniper, and pine), eucalyptus, acacia, palm trees and pampas grass.

6. Construction procedures

Properties under construction must be fully screened from view of the street. All construction materials, supplies or debris must not be in the streets at anytime and all visible construction debris must be cleared from the property within three business days. No portable toilets or similar devices shall be permitted on any street. The streets shall be clear of construction equipment by the end of each workday. Knock off boards must be used when there are heavy trucks and/or machinery in use in order to minimize tracking of dirt, mud and other debris onto the streets. Trucks hauling dirt must be covered while on the streets in order to minimize dust. The streets must be hosed down/swept at the end of each workday.

7. Waiver

The Architectural Committee recognizes that in the past some improvements have been constructed which did not in all respects comply with the CC&Rs. In some instances, homeowners have relied upon the existence of those variances as Justification for variances of their own. These situations have occasionally created bruised feelings or have resulted in architectural approvals of plans or proposals that possibly would not otherwise have been approved.

Section 7, Article IV of the CC&Rs specifically provides that any approval by the Architectural Committee of a plan or proposal will not constitute a waiver of the Architectural Committee’s right to withhold approval of any similar plan or proposal subsequently submitted for approval. To avoid similar situations in the future, the Architectural Committee wishes to make clear that no homeowners should rely upon variances granted in the past to excuse noncompliance with the CC&Rs in the future.

It is further noted that approval of plans by the Architectural Committee is above and beyond all approvals and reviews that may be required by appropriate City, County, State and Coastal agencies. Approval by the Architectural Committee in no way substitutes for such additional approvals.

8. NON-APPROVED PROJECTS

As stated herein and in conjunction with and to the Agreement and Undertaking, any new project, construction and/or design requires approval from the Architectural Committee. The Architectural Committee reserves the right to halt construction to any new project commenced without the Architectural Committee's approval. Failure to obtain such approval will result in a penalty in the amount up to \$3,000, and a review fee deposit of \$2,000. This review fee shall be used by the Homeowner's Association to pay the appropriate entity(ies) to review the project. If such fee(s) is/are greater than \$2,000, the homeowner is responsible for the amount incurred during the review process. If the entire review fee is unwarranted for the purposes stated above, the remaining portion shall be refunded upon approval of the Architectural Committee.

If the Architectural Committee deems the project invalid, the homeowner is financially responsible for the removal, disbursing, constructing, painting, cleaning and/or returning the project to its original condition.

APPENDIX, (As amended effective 6 April 2015)

AGREEMENT AND UNDERTAKING

In connection with the plans of the undersigned to construct an improvement on a lot in the area generally described as Palisades Country Estates, the undersigned hereby agree(s) and undertake (s) with the Palisades Country Estates Homeowners' Association (the "Association") that the undersigned will comply in all respects with the applicable provisions of the Covenants, Conditions and Restrictions and the Architectural Committee Guidelines (As amended effective 6 April 2015), and will abide by and comply with the items listed below in this Agreement and Undertaking. I (we) understand the Architectural Committee of the Association will consider the written plans of the undersigned relating to the proposed construction and will contact the undersigned as soon as possible after its next regularly scheduled meeting. I (we) will revise the plans as required by the Architectural Committee. I (we) will not commence construction nor authorize construction to commence until I (we) have received written approval of the plans from the Architectural Committee. After construction has commenced, I (we) will cause the construction to stop at the request of the Architectural Committee. Once plans are approved, I (we) will make no changes thereafter without prior written approval of the Architectural Committee, and I (we) understand that I (we) may be required to remove, modify or tear down any construction not in complete conformity with plans approved by the Architectural Committee and will be subject to the penalty and fines as stated in the Pacific Palisades Country Estates Architectural Committee Guidelines.

The undersigned is (are) and agree(s) to be personally liable in connection with all improvements on such owner's lot for any damage caused by such construction to the property of other landowners and/or to the property of the Association and the undersigned will indemnify the Association for all liability, claims, damages and costs arising out of the construction of the improvements, and/or to Association's approval of the plans for such construction. Undersigned further agree(s) to be liable to the Association or such other landowner for all legal costs necessarily incurred in connection with enforcing the provisions of this Agreement and Undertaking.

In conjunction with this Agreement and Undertaking, the undersigned hereby submit(s) a payment in the amount as described in the Palisades Country Estates Architectural Guidelines (as amended 6 April 2015) based on the estimated cost of the project to the Palisades County Estates Homeowners' Association, which is refundable net of architectural/engineering review costs and any costs to be used by the Association to repair damage to Association property resulting from Construction on the owner's lot, for the clean-up as often as deemed necessary by the Association of such owner's lot or other lots or streets affected by the construction, to clean drains and otherwise correct or repair any damage caused by the construction on the owner's lot. Determining that such damage exists and deciding upon corrective action necessary to repair shall be at the sole discretion of the Architectural Committee. In the event the cost for corrective action exceeds my (our) deposit; I (we) agree to reimburse the Association for the full amount of the cost. The undersigned agrees to forfeit the deposit entirely if the undersigned fail(s) to

comply with this Agreement and Undertaking. The undersigned further authorizes the Association to apply such deposit to the costs of completing landscape or other plans approved but not implemented, to costs of removing or tearing down unauthorized improvements, brush or rubbish removal and expenses, including legal, of the Association incurred in connection with efforts to effect compliance with this Agreement and Undertaking. The deposit submitted by the undersigned shall be maintained by the Treasurer of the Association in trust. To the extent that the deposit is not forfeited due to noncompliance with this Agreement and/or is not needed for the purposes stated above, the remaining portion thereof shall be refunded to the undersigned following the completion of construction (including landscaping) on such lot and after any Inspection Notices and Certificates are delivered to the Architectural Committee. A copy of the Notice of Completion of Construction shall be mailed to the Architectural Committee.

The undersigned acknowledge(s) and agree(s) that under the Covenants, Conditions and Restrictions, recreational vehicles, mobile homes, work trucks, motorcycles and other such vehicles may not be parked in driveways or on the streets of the Association, and if left overnight, are required to be parked out of sight of other lot owners. The undersigned agree(s) to comply with these requirements and further agree(s) that dump bins and containers will be maintained and used for storing trash and construction debris during construction but will not be allowed on Association streets overnight, if their removal is requested by the Architectural Committee in writing. Lots will be kept neat and free from trash and debris at all times.

The undersigned acknowledges and agrees that once the Architectural Committee of the Association has approved the plans of the proposed construction, the construction must commence within twelve months and be completed within twenty-four months of the date of approval, otherwise the approval shall automatically be rescinded and the deposit shall be forfeited.

The undersigned has (have) signed and dated this Agreement and Undertaking and agree(s) to be bound by the terms hereof and to comply in good faith with all of the applicable Covenants, Conditions and Restrictions applicable to properties in the Association area.

In the event legal action is required to enforce any provision of this Agreement and Undertaking, I (we) promise to pay the attorney fees and costs incurred by the Association in such action.

Signed:

Dated: