

**FREMONT PLACE ASSOCIATION  
REQUEST FOR ARCHITECTURAL APPROVAL**

**I. OVERVIEW.**

Article XII of the Association's CC&Rs requires that certain alterations to an owner's lot be approved in **advance** in writing by the Board of Directors. A copy of Article XII is attached to this package. The Board of Directors may establish an advisory Architectural Committee to assist it in reviewing an owner's plans, however, the Board, by a majority vote, documented in writing, shall be the final decision maker on all architectural matters. Please note that all alterations must meet the minimum construction guidelines set forth in Article XII.

To help maximize the likelihood of approval, owners are strongly encouraged to prepare a rendering showing the proposed alteration and to review the same with the Board prior to creating the detailed plans required for submission for approval.

All applications must include the following:

1. Complete detailed plans and specifications, including floor plans and elevations, if appropriate, and, if requested, such plans must be prepared by a licensed Architect with stamped drawings.
2. A description of exterior materials and color schemes, with samples if required by the Board;
3. A plot plan showing and fixing the location of all existing and proposed improvements with reference to streets and lot lines;
4. Landscaping plan showing landscaping, and, if applicable, drainage systems sufficient to prevent the drainage or flow of water from such lot onto the sidewalk, street, parkway, or any other lot lying within or outside of the Project;
5. The grading plan (if applicable);
6. If required by the Rules and Regulations, a construction deposit of \$\_\_\_\_\_ to be held by the Association until the work related to the Alteration is completed and inspected by the Board and/or a review fee of \$\_\_\_\_\_; and,
7. The Owner's proposed construction schedule.

Until all documents required by the Board and any rules and guidelines adopted by the Board are received, and until any construction deposit and/or review fee is paid, such application shall not be construed to have been submitted for the purpose of the CC&Rs, and need not be considered or accepted by the Board.

Upon notice of any non-compliance the Board shall take such actions as it deems necessary in accordance with the provisions of the CC&Rs including, without limitation, and in its sole discretion, any or all of the following: (A) require that the owner remove and/or remedy

**FREMONT PLACE ASSOCIATION  
REQUEST FOR ARCHITECTURAL APPROVAL**

the non-complying or defective alteration, (B) remove and/or remedy the noncompliance itself, after notice and hearing, (C) impose monetary penalties against the Owner, after notice and hearing, until such non-compliance is corrected, and/or (D) institute legal proceedings to enforce compliance or completion.

Completed applications and resubmittals thereof shall be approved or disapproved by the Board in writing within sixty (60) days after the date of submission of the completed application.

**FREMONT PLACE ASSOCIATION  
REQUEST FOR ARCHITECTURAL APPROVAL**

**II. APPLICATION.**

Please complete and include this request form, along with three (3) sets of your proposed home improvements plans to:

Fremont Place Association

\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_ Fremont Place

Owner: \_\_\_\_\_

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

Email: \_\_\_\_\_

For Office Use:

- 1. Detailed Plans \_\_\_\_\_
- 2. Description of Materials \_\_\_\_\_
- 3. Plot Plan \_\_\_\_\_
- 4. Landscaping Plan \_\_\_\_\_
- 5. Grading Plan (if applicable) \_\_\_\_\_
- 6. Construction Deposit \_\_\_\_\_ \$\_\_\_\_\_

Review Fee \_\_\_\_\_ \$\_\_\_\_\_

7. Proposed Construction Schedule \_\_\_\_\_

Date Application Deemed Complete: \_\_\_\_\_

Signature: \_\_\_\_\_

**FREMONT PLACE ASSOCIATION  
REQUEST FOR ARCHITECTURAL APPROVAL**

**III. DECISION.**

Address: \_\_\_\_\_ Fremont Place

Owner: \_\_\_\_\_

Date of Plan Submission: \_\_\_\_\_

The Board of Directors, by a majority vote, has voted as follows:

- Approve the Plans As Submitted.
  
- Disapprove the Plans for the following reasons, among others:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- Approve the Plans Subject to the Following Conditions:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

Fremont Place Association  
Board of Directors

By: \_\_\_\_\_

Date: \_\_\_\_\_

**FREMONT PLACE ASSOCIATION  
REQUEST FOR ARCHITECTURAL APPROVAL**

**ARTICLE XII  
ARCHITECTURAL REVIEW**

**Section 12.1 - Board Action; Appointment of Advisory Architectural Committee.**

The Board shall conduct all architectural reviews required or authorized by this Declaration; provided, however, that the Board may appoint an advisory architectural committee (the "Architectural Committee"). Any Architectural Committee appointed by the Board shall consist of not less than three (3) nor more than five (5) members, who shall be appointed and replaced by the Board, in the Board's discretion. Members appointed to the Architectural Committee by the Board shall be Owners (who need not meet any other particular qualifications) and, in the Board's discretion, a representative who is a licensed architect. The Architectural Committee may review all applications as requested by the Board, assist the Board in reviewing the completeness of the Application (as defined below), render opinions thereon to the Board and provide such other assistance as the Board may request; however, the Board, by a majority vote, documented in writing, shall be the final decision maker on all architectural matters.

**Section 12.2 - Alterations Requiring Approval; Exemptions.**

(a) Alterations Requiring Approval. Except as provided in Section 12.2 (b), below, no Improvement of any kind shall be commenced, erected, made, constructed or maintained within the Project, nor shall any exterior addition, exterior change or exterior alteration to any Residence or Lot be made until an Application (as defined below) has been submitted to and approved in writing by the Board, with such conditions as the Board may, in its sole discretion, impose. The demolition or tear-down of a Residence, the construction of a new Residence and/or the reconstruction of a Residence following a disaster (e.g., fire or earthquake) shall each constitute an exterior change requiring prior written approval of the Board in accordance with this Section.

(b) Exemptions from Review. The following alterations are excluded from review under Section 12.2(a), above, but are subject in all respects to other design/use restrictions contained in Section 12.3 and Article V of this Declaration:

- (i) Interior improvements and remodeling;
- (ii) Lighting;
- (iii) Natural features, landscaping, pavement and hardscape materials (in the existing footprint of walks and driveways);
- (iv) Awnings and shutters;
- (v) Maintenance, repair and/or rehabilitation of existing foundations;
- (vi) Maintenance, repair and/or rehabilitation of existing stucco;

**FREMONT PLACE ASSOCIATION  
REQUEST FOR ARCHITECTURAL APPROVAL**

- (vii) Gutters and downspouts located outside of a Visible Area;
- (viii) Swimming pools and spas, so long as no part of the swimming pool/spa or pool/spa equipment is located within a Visible Area;
- (ix) Solar collectors, skylights, antenna, satellite dishes and broadband internet systems so long as no part thereof is located within a Visible Area;
- (x) HVAC equipment not located on a roof or within a Visible Area;
- (xi) Additions to the Residence that maintain the existing roof line (i.e., the height is less than or equal to the height of the existing ridgeline of the roof of the structure immediately adjacent to the addition) that are located entirely outside a Visible Area;
- (xii) The construction or alteration of detached accessory structures (e.g., garages, gazebos, potting sheds and greenhouses) that are located outside a Visible Area;
- (xiii) Alteration, demolition, maintenance and repair, reconstruction, rehabilitation and restoration of an accessory structure where the work is located outside a Visible Area;
- (xiv) Security grills so long as no part thereof is located within a Visible Area;
- (xv) The repainting of an exterior of a Residence in a Visible Area with the same or similar color; and,
- (xvi) In-kind roof replacement (i.e., the replacement of a roofing finish material with the same material in texture, composition, size, shape and design and the replacement of underlayment/decking materials that will not result in a change to the visible roof structure or associated architectural elements including gutters integral to the eaves). In-kind replacement need not be the same color as the existing material.

**Section 12.3 - Minimum Construction Standards.**

In order to preserve the character of the Fremont Place community, and in addition to any other guidelines and standards adopted by the Board, the following shall architectural restrictions shall apply to all

Lots:

- (a) Maintenance of Current Architectural Style. An Owner may not change or alter the style or design of any exterior façade of the Owner's Residence which is visible from the street (or would be visible but is currently obscured by landscaping), which may include

**FREMONT PLACE ASSOCIATION  
REQUEST FOR ARCHITECTURAL APPROVAL**

multiple facades on a corner lot. Furthermore, an Owner may not expand or add on to the front (and with respect to corner lots, the side) of their Residences.

(b) Fences and Walls in Front Yard. No fences or walls may be installed in the front yard of any Lot other than fences or walls not exceeding three (3) feet in height.

(c) Perimeter Walls and Fences. Any new perimeter wall or fence must be constructed to a height of eight (8) feet. Whenever any existing perimeter wall or fence is replaced, it must be replaced with a wall or fence (or combination thereof) which is eight (8) feet in height.

(d) Setbacks. The front, side and rear yard setbacks existing on the Lot as of the date of recordation of this Declaration shall form a building envelope for the Lot, and no Owner may construct, remodel or alter any improvement on his Lot which exceeds and/or encroaches upon the building envelope without the prior written approval of the Board.

**Section 12.4 - Approval Process.**

(a) Optional Rendering Review. To help maximize the likelihood of approval, Owners are strongly encouraged to prepare a rendering showing the proposed alteration and to review the same with the Board prior to creating the detailed plans required in subsection (b), below.

(b) Procedures for Obtaining Approval. Prior to making an Alteration, an Owner must submit in to the Manager (or, if none, the Board), for the Board's review and written approval or disapproval, the following (the "Application"):

(i) Complete detailed plans and specifications, including floor plans and elevations, if appropriate. If requested by the Board, an Application shall be prepared by an architect, engineer or landscape designer, landscape architect or other design or construction professional, said person to be employed by the Applicant at such Applicant's sole expense;

(ii) a description of exterior materials and color schemes, with samples if required by the Board;

(iii) a plot plan showing and fixing the location of all existing and proposed improvements with reference to streets and Lot lines;

(iv) landscaping plan showing landscaping, and, if applicable, drainage systems sufficient to prevent the drainage or flow of water from such Lot onto the sidewalk, street, parkway, or any other Lot lying within or outside of the Project;

(v) the grading plan (if applicable);

**FREMONT PLACE ASSOCIATION  
REQUEST FOR ARCHITECTURAL APPROVAL**

(vi) if required by the Rules and Regulations, a construction deposit (a “Construction Deposit”), in an amount to be set by the Board to be held by the Association until the work related to the Alteration is completed and inspected by the Board; and,

(vii) The Owner's proposed construction schedule. Until all documents required by this Declaration and any rules and guidelines adopted by the Board are received, and until any Construction Deposit and/or Review Fee is paid, such application shall not be construed to have been submitted for the purpose of this Declaration and need not be considered or accepted by the Board.

(c) Review Period. Applications and resubmittals thereof shall be approved or disapproved by the Board, as applicable, in writing within sixty (60) days after the date of submission of the Application (the “Review Period”). No member of the Board may vote on an Application that pertains only to his or her own Lot. If the Application or resubmittals are disapproved, the reasons therefore shall be indicated in such disapproval. In the event the Board fails to approve or disapprove an Application in writing by the end of the Review Period, the Application will be deemed approved.

(d) Conditions for Approval. The Board may condition its written approval of the Application for an Alteration

(i) on such changes to the Alteration as it deems necessary, (ii) upon the Applicant’s agreement to complete the proposed work related to the Alteration within a stated period of time, (iii) upon the Owner obtaining a building permit and other governmental approvals as may be required by local governmental authorities, and (iv) upon submission of a Construction Deposit to be held by the Association until the work related to the Alteration is completed and inspected by the Board.

(e) Standards and Review Fees; Construction Deposit. The Board may from time to time adopt, promulgate, and amend rules and guidelines (to be incorporate into the Rules and Regulations) which, among other matters, may set forth design and architectural standards, procedures for the submission of Applications for approval, requirements for a fee (a “Review Fee”) to accompany each Application for approval or for a Construction Deposit and the amount of the Review Fee and/or Construction Deposit, and/or additional factors which it will take into consideration in reviewing Applications. The Board may provide that the amount of the Review Fee and/or the Construction Deposit shall be uniform, or that it be determined in any other reasonable manner, such as by the reasonable cost of the Alteration contemplated. The restrictions set forth in this Article XII, are not intended to empower the Board to act arbitrarily, capriciously, or whimsically in the process of reviewing Applications. Standards should be established which are both reasonable and objective, and which are reasonably ascertainable, and are uniformly and fairly applied to all, and in all cases. The Board shall base their decisions on what is in the best interests of the Project as a whole, and not upon what will appease a particular Member or group of Members.

(f) Reasons for Disapproval. Approval of an Application may be withheld not only because of non-compliance with any of the specific conditions, covenants and

**FREMONT PLACE ASSOCIATION  
REQUEST FOR ARCHITECTURAL APPROVAL**

restrictions contained in this Declaration, but also by reason of the reasonable dissatisfaction of the Board, with the location, elevation, color scheme, finish, design, proportions, massing, bulk, architecture, shape, height, style and appropriateness of the proposed Alteration, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, the planting, landscaping, size, height or location of the Alteration, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Board will render the proposed Alteration inharmonious or out of keeping with the general plan of improvements of the Project, with the design of existing improvements on the Applicant's Lots or with the improvements erected on other Lots. The approval of the Board of any plans or specifications, exterior materials, color schemes, plot plan, grading plan or other material required or permitted to be submitted for approval for use on any particular Lot, shall not be deemed to be a waiver by the Board of its right to object to any of the features or elements embodied therein, if and when the same features or elements are embodied in any subsequent plans and specifications, exterior materials, color scheme, plot plan, grading plan or other material submitted for approval with respect to other Lots.

(g) Record Keeping. The Board shall prepare and retain a written record of all Applications made for its approval together with all actions of the Board with respect thereto.

**Section 12.5 - Inspection; Compliance.**

(a) Inspections. Any member or agent of the Board or Architectural Committee may from time to time, at any reasonable hour or hours and upon reasonable notice, enter and inspect any property subject to the jurisdiction of the Board as to its improvement or maintenance in compliance with the provisions of this Article.

(b) Failure to Comply. If, after an Application has been approved,

(i) the Alteration is altered, erected, or maintained otherwise than as approved by the Board, or (ii) if such Alteration is constructed without obtaining approval at all, or (iii) such Alteration is constructed with defects which are observed by the Board during an inspection, such Alteration shall be deemed to have been undertaken without the approval of the Board having been obtained as required by this Declaration. Upon notice of any non-compliance the Board shall take such actions as it deems necessary in accordance with the provisions of this Declaration, including, without limitation, and in its sole discretion, any or all of the following: (A) require that the Owner remove and/or remedy the non-complying or defective Alteration, (B) remove and/or remedy the non-compliance itself, after notice and hearing, (C) impose monetary penalties against the Owner, after notice and hearing, until such non-compliance is corrected, and/or (D) institute legal proceedings to enforce compliance or completion.

(c) Deemed Compliance. After the expiration of one (1) year from the date of completion of any Alteration, said Alteration shall, in favor of purchasers and encumbrances, in good faith and for value, be deemed to comply with all of the provisions hereof unless (i) to the extent permitted by law, a notice of such non-compliance or non-completion, executed by one (1) member of the Board shall appear of record in the Office of the County Recorder of Los

**FREMONT PLACE ASSOCIATION  
REQUEST FOR ARCHITECTURAL APPROVAL**

Angeles County, California, and/or (ii) enforcement proceedings shall have been instituted to enforce compliance with these provisions.

**Section 12.6 - Waiver.**

The approval of the Board of any plans or specifications, exterior materials, color schemes, plot plan, grading plan or other material required or permitted to be submitted for approval for use on any particular Lot, shall not be deemed to be a waiver by the Board of its right to object to any of the features or elements embodied therein, if and when the same features or elements are embodied in any subsequent plans and specifications, exterior materials, color scheme, plot plan, grading plan or other material submitted for approval with respect to other Lots.

**Section 12.7**

No Liability. Applications are not approved for engineering design or for compliance with governmental code specifications and neither the Board shall have liability therefore; each Owner submitting an Application shall be responsible for ensuring compliance with engineering design and building code specifications. Neither the Association, the Board, its members, nor the Architectural Committee and its members (including any architect) shall be liable in damages to anyone submitting an Application for approval, or to any Owner by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval, or recommendation for approval or disapproval or failure to approve or disapprove any such Application, or for any defect in any structure constructed from such Application. Every Owner and other person or entity who submits an Application to the Board for approval agrees that such person or entity will not bring any action or suit against the Association, the Board or its members or the Architectural Committee and its members (including any architect) or to recover any such damages.

**Section 12.8 - Diligent Prosecution of Work.**

The approval of any Alteration shall be deemed conditional upon the commencement of said work within ninety (90) days after the approval of Board for the same shall have been obtained, or within such other period as shall have been specified by the Board at the time of its approval. If the work is not commenced within ninety (90) days after the approval date, or such later time as the Board has granted, then the approval shall be deemed canceled, and the Owner must reapply to the Board before undertaking any such work. All work must be prosecuted diligently to completion within a reasonable time and in any event before the expiration of such period as may be specified by the Board. Each Owner shall, upon completion of an approved Alteration, promptly notify the Board that such Alteration has been completed.

Other Terms:

**Section 1.10 - Improvements.**

"Improvements" shall mean any alteration of the exterior appearance of any Lot, Residence or accessory building or structure including but not limited to any landscaping, solar heating

**FREMONT PLACE ASSOCIATION  
REQUEST FOR ARCHITECTURAL APPROVAL**

system, roofs and rooflines, chimneys, gables, porches, gutters and downspouts, porte cocheres, windows or refinishing or repainting of any structure, wall, fence or mailbox, which is in a Visible Area.

**Section 1.21 - Visible Area.**

"Visible Area" shall mean the area(s) and improvements on a Lot and the facades of a Residence on a Lot which are visible from a street, or would be visible but are currently obscured by landscaping. A corner lot may have multiple facades and areas on such Lot which are visible from the street and included in the Lot's Visible Area.