

HarborPlace Tower Homeowners Association

Architectural Application

Date: _____

Unit #: _____ Phone #: _____

Name: _____

Scope of Work:

Date Received: _____ **Manager:** _____

Architectural Review Date: _____

Board of Directors, President: _____

Approved () Disapproved () Date: _____

Reason for Disapproval:

**HARBORPLACE TOWER HOMEOWNERS ASSOCIATION
ARCHITECTURAL APPLICATION
FOR UNIT IMPROVEMENT**

Per the HarborPlace Tower CC&Rs, Section 2 (L) "Owner Maintenance", the Rules and Regulations, Section 6 ("Construction and Remodeling Within Units"), augmented by the attached document: Rules and Regulations Governing Construction Work, the Board of Directors requires all home improvements to be submitted to the Architectural Committee for review, with ultimate approval by the Association Board of Directors.

Please complete and include this request for approval form along with a description of your proposed home improvement plans to the Association Management Office located on the P1 level or mail to HarborPlace Tower HOA, 525 E. Seaside Way, Long Beach, CA 90802.

NAME: _____ DATE: _____

ADDRESS: _____

TELEPHONE: _____

PROPOSED STARTING DATE: _____ COMPLETION DATE: _____

INCLUDE THE FOLLOWING INFORMATION WITH YOUR REQUEST:

1. Description of improvement and materials to be used.
2. Complete dimensional plan of proposed improvement
3. Complete scope of electrical, mechanical and plumbing work

The Board of Directors also requires you to submit copies of the following:

1. Contractor's State Contractor's License Number
2. Contractor's certificate of Liability Insurance naming HarborPlace Tower Homeowners Association as an additional insured.
3. Contractor's certificate of Workmen's Compensation Insurance.
4. Copies of Permits and/or other documents required by the City of Long Beach

The owner agrees to follow all the rules outlined in the CC&Rs and the Rules and Regulations as well as any other requirements approved by the Board of Directors.

The owner agrees to assume the liabilities identified in the Association governing documents (CC&R's and Rules and Regulations) . The owner also understands that approval by the Board of Directors only assures conformance with the CC&Rs. Approval does not relieve owner of any liabilities that may results from actions taken by the contractor or any other agent of the owners, regardless of whether or not the actions were approved by the Board of Directors.

HOMEOWNERS SIGNATURE _____ DATE _____

Soundproof requirements-HarborPlace Tower HOA

The CC&R's require that all unit improvements be submitted to the Architectural Committee for review, with ultimate approval by the Associations Board of Directors prior to the start of any construction. Due to the "Post Tension Prestressed" design of the concrete floors, NO DRILLING, SAW CUTTING OR CHIPPING of any portion of the Unit's concrete slab is permitted.

Please read the following Rules and Regulations carefully and to ensure the admittance of your contractors, reinforce the Associations' Contractor's guidelines with each one of your contractors and their workers.

A special note regarding soundproofing requirements (especially with regard to any new flooring):

There is a standard and statutory requirement of a minimum **STC (sound transmission class) and IIC (impact insulation class) rating of 56**. Refer to section 1208 A- SOUNDS TRANSMISSION CONTROL of the 1998 California Building Code. Contractors can be held responsible for work not done properly. However, homeowners are ultimately liable when challenged to a field soundproofing test for proof of compliance by a complainant.

Respectfully,
HarborPlace Tower Board of Directors

Homeowner/Unit #

6. CONSTRUCTION AND REMODELING WITHIN UNITS

- A. For scheduled, non-emergency services, work is allowed from 8:00 am to 5:00 pm Monday through Friday, except holidays. Unit Owners who are performing remodeling work approved by the Association (see 6F below) without the assistance of contractors may perform that work during the hours approved for contractors, and may also perform that work between 10:00 am and 6:00 pm Saturday and Sunday.
- B. Personnel with equipment must use the service (freight) elevator.
- C. All refuse from service work must be disposed of off the property. This refuse may not be placed in the building's trash bins, trash chutes or compactor.
- D. All contractors and tradesmen must sign in and out with the front desk.
- E. Owners must contact the Association Manager/Architectural Committee for approval prior to beginning any remodeling or home improvements. See CC&Rs, p. 10, Section 2(q) "Structural Alterations" of the CC&Rs. Such approval may require the submission of multiple documents and a deposit.

7. COMMON AREA

The Common Area is defined as real property owned by the Association for the use and enjoyment of its Owners/Residents. It includes all areas outside the individual Units, such as landscaping, building exteriors, parking areas and recreational facilities. Each Owner has a vested interest in the Common Area and should give it the same pride of ownership and care given to his own home.

- A. Owners/Residents should not engage in any conduct which would disturb other Owners/Residents, such as loud conversations, loud stereos, playing musical instruments, slamming doors, etc.
- B. Owners/Residents will be responsible for the actions of their lessees, pets, guests, guests' pets, and anyone on the premises by their invitation.
- C. Owners/Residents will be responsible for, and bear all costs of repair and/or replacements for, any damage to the building, recreational facilities, equipment or other common area property caused by the Owner, lessees, guests, employees/contractors, pets, or guests' pets.

Individual Owners will also be responsible for, and bear all costs of repair and/or replacement for any damage to individual Units or personal property caused by the Owner, lessees, guest, employees, contractors, pets, or guests' pets throughout HarborPlace Tower. This includes any damage caused by their tenants even if the Owner was not negligent in causing such damage.

- D. Obstructing hallways and entranceways is not permitted.

HARBORPLACE TOWER HOMEOWNERS ASSOCIATION

January 2004

RE: Tile on Balconies

Dear Homeowner:

The Association requests that all homeowners submit an architectural request when any changes are made to the unit. We do this for several reasons. The architectural request notifies management that contractors will be working in the building and provides the Association an opportunity to review the policies regarding contractors (such as not allowing contractors to work in the building on weekends) with the homeowner and with the contractors.

In addition it gives management an opportunity to review problems which could potentially arise from alterations to the building. It is the obligation of the Association to protect the common interests of the owners. In the case of tile on balconies, we have found that there is a potential liability to homeowners installing this tile. Please note the following:

The installation of tile on balconies without raising the door threshold to provide the proper flashing may be the cause of water intrusion. Anyone installing tile should be aware of the potential liability they are assuming.

The procedures that the Association has in place are not meant to limit the individual choice of homeowners but rather are meant to protect the common interests of all those who reside in the building.

HarborPlace Towers Homeowners Association

Homeowners Signature

Date

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**RULES FOR OWNERS
AND CONTRACTORS
TO FOLLOW DURING
REMODELING**

HARBORPLACE TOWER
RULES AND REGULATIONS
GOVERNING CONSTRUCTION WORK

1. All construction work must be reviewed by the Association's Architectural Committee and approved by the Board of Directors of the HarborPlace Tower Homeowner's Association and have a building permit prior to the start of work.
2. Owner's Agents or Workmen shall be allowed access to the building from 8:00 a.m. to 5:00 p.m. Monday through Friday (excluding holidays and any days during which access to the building may be closed or limited by reason of unforeseen circumstances). No noise emitting work may be performed before 9:00 a.m. When materials, tools or equipment are involved, ingress and egress to the unit by Owner's Agents shall be by freight elevator only.
3. The Owner and Owner's Agents shall at all times comply with all rules and regulations and directives of the Association in connection with activities at the unit and ingress and egress to the unit. The Owner and Owner's Agents shall at all times use best efforts to minimize to the greatest degree possible any interference with the ongoing operations of the building or any work performed by the owners of other units.

Per HarborPlace Tower CC & R's Section 2 (m) "Nuisance", neither the Owner nor Owner's Agents shall, in connection with activities at the unit, cause to exist any public or private nuisance, emit any noise or sounds that are objectionable, or emit obnoxious odors. The Owner shall not permit the generation of dust in excessive quantities. The Owner shall not create or permit to exist in the unit any condition that presents or contributes to a threat of fire, explosion or other dangerous hazard. The Owner shall at all times keep the unit and all common areas, especially the unit entrance and adjacent corridors, clean and free from construction debris and clear of any obstruction. No smoke detectors shall be covered and/or sprinkler systems turned off without a fire watch provided at the Owner's Expense.

4. No modifications to any structural components of the building are permitted. The Owner shall not make any non-structural modifications, remove or relocate partitioning walls, or change any plumbing, utility lines or systems without the prior consent of the Association. Restrictions contained in the Covenants, Conditions and Restrictions for the HarborPlace Tower and any building rules and regulations shall also be applicable to all activities and work of improvements. All construction work performed to a unit by the Owner shall be performed pursuant to plans pre-approved in writing by the Association and shall conform to all requirements of code and applicable law. All work, including the architectural design, shall be performed by licensed, insured and reputable professionals. The Owner shall be solely responsible for obtaining all required permits for improvements made by Owner.
5. The Owner shall be solely responsible for insuring Owner's property against fire, extended coverage, vandalism and malicious mischief, theft and other perils. Prior to commencing any work or improvement to the unit, the Owner or Owner's Agent shall provide the Association with a Certificate of Comprehensive General Liability and Property Damage Insurance. The policy will insure the Association against all liability from activities engaged in at the unit or elsewhere in the building with single policy limits of not less than One Million Dollars (\$1,000,000) from an insurer licensed to do business within the State of California and otherwise

satisfactory to the Association. At the request of the Association, the Owner shall list HarborPlace Tower Homeowner's Association as an additional insured and any third parties as instructed. The Association shall be listed as additionally insured on all liability insurance from Contractors and Sub-contractors.

6. The Association shall not be liable, responsible or in any way be accountable to the Owner, Owner's Agents, employees, servants or invitees, or to any person whomsoever, for any loss, theft or destruction of or damage (including but not limited to any damage caused by storm, fire or water) to any goods, merchandise, fixtures or other property stored, kept, or installed in, on or about the unit, or for injury to or death of any person or persons (including the Owner, Owner's Agents, employees, visitors or invitees) who at any time may be using, occupying or visiting the unit or the building regardless of the nature or cause of such injury, damage or destruction, unless caused by the willful misconduct of the Association. The Owner in its behalf and that of its heirs and assignees, agrees to fully indemnify, defend, hold harmless and protect the Association, its agents and employees and contractors from any and all costs, expenses and liability associated with any such claims for damages to or loss of property (including Owner's property) or injury to death of persons (including the Owner) directly or indirectly resulting from anything occurring from any cause on or about the unit in connection with the activities undertaken by the Owner or Owner's Agents at the unit. As a condition to admitting to the building any agent of the Owner, said Owner acknowledges that the Association may (but is not obligated to) require that a specific waiver and release be executed by such Agent and/or Buyer.
7. The Owner shall pay or cause to be paid all costs for work done or caused to be done by said Owner on or at the unit, and the Owner will keep the unit and building free and clear of all mechanic's lien and other liens on account of work done for the Owner or persons claiming under such a lien. The Owner shall indemnify, defend and save the Association free and harmless against any and all liability, loss, damage, costs, attorney's fees and all other expenses on account of claims of lien of laborers, material men or others for work performed or materials or supplies furnished to the Owner or persons claiming under the Owner, or resulting from the breach by the Owner of the terms and conditions hereof.
8. Prior to permitting any of the Owner's contractors to commence work at the unit, Owner shall provide the Association with a copy of the stamped permitted drawings, a copy of the inspection card, detailed work progress schedule and completion date. Access to the construction site shall be given to the Association representative for the purpose of monitoring work progress and schedule.
9. Upon completion of the work and submittal of a copy of the signed off inspection card, the Association will inspect the work for compliance with submitted construction documents, determine if any work is to be done in the common areas at the owner's expenses and the amount of the deposit to be returned to the owner.



City of Long Beach, CA

Building Bureau

GENERAL BUILDING REQUIREMENTS

Permits are required before starting work. Permits are available to owners of single-family dwellings and two family dwellings provided the owner installs the work, or a member of the immediate family, and the owner resides or intends to reside in such dwelling.

Permits become null and void if work authorized is not commenced within 180 days of the issuance or if such work is suspended or abandoned at any time after the work is commenced for a period of 180 days.

No work shall be covered or concealed without first having been inspected and approved.

WHAT ARE CONSTRUCTION PERMITS?

Construction Permits are obtained through the Department of Planning and Building which authorize the construction or remodeling of a building in the City of Long Beach.

There are six common types of permits:

Building Permit is required to construct or modify a building or structure.

Electrical Permit is required to install or modify an electrical system.

Plumbing Permit is required to install or modify a plumbing system.

Mechanical Permit is required to install or modify heating, ventilation, refrigeration, air conditioning and other related systems.

Combination Permit is for work performed on a single-family dwelling or duplex. A Combination Building Permit covers all of the building, electrical, plumbing, and mechanical work necessary to complete the job.

Fence Permit is required for any fence over four feet high or retaining wall over four feet high.

CODES AND LAWS

The Department of Planning and Building is the agency charged with the administration and enforcement of municipal zoning and building regulations and requirements prescribed by California State law Title 24. The City of Long Beach uses the following model codes as the municipal building laws:

Uniform Building Code
Uniform Plumbing Code
Uniform Mechanical Code
National Electrical Code

All California cities and counties and hundreds of other jurisdictions nationwide follow these model codes.

The Department also enforces certain California State requirements for minimum housing, energy conservation, workers compensation certificates, and access for the physically disabled.

http://www.ci.long-beach.ca.us/plan/h4hb/building_bureau.asp

WHEN IS A PERMIT NEEDED?

Most major projects will require a permit of some kind. This is necessary to ensure that all buildings meet minimum standards that protect its occupants and neighbors, not only in everyday living, but also in case of emergencies and natural disasters.

However, some minor alterations are allowed without obtaining permits. The most common exceptions are:

- Construction of retaining walls or planter boxes less than two feet high.
- Erection of fences less than four feet high.
 - Construction of unroofed slabs and platforms less than thirty inches high, open walkways, and driveways on grade.
 - Replacement of up to 500 square feet of roofing on an existing building in any twelve-month period.
 - Installation of ceramic tile on floors and countertops, and on walls not more than forty-eight inches high. Replacement of any existing broken or damaged ceramic tiles.
- Plaster patching not in excess of ten square yards of interior and exterior plaster.
- Construction of pools not over 24 inches in depth, without electrical or plumbing fixtures.
- Construction of cases, counters and partitions less than five feet high.
 - Repairs of plumbing leaks and replacement of faucets.
 - Repair or replacement of electrical wall plug receptacles.
 - A detached equipment shed, utility building, children's playhouse or tree house provided that the building is accessory to a dwelling unit and it does not exceed sixty-four (64) square feet in area, nor eight feet in height from floor to roof.

WHO CAN OBTAIN PERMITS?

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Permits shall be issued to duly licensed contractors. However, a homeowner can obtain a permit to do the construction, alteration or repair of a one or two-family dwelling and accessory buildings or facilities thereto if:

- The owner resides or intends to reside in the dwelling, showing proof of residence;

- The construction is performed by the owner, and
- The owner signs a statement that no person will be employed in a manner as to become subject to the workers' compensation laws of the State of California. When a permit is taken out, the signature and identity of the applicant must be verified. A California Driver's License, State of California Identification Card, or other positive identification will meet this requirement. Contractors working in the City of Long Beach are required to have a Long Beach business license. If a contractor has employees, proof of Workers' Compensation Insurance must be shown at the time of permit issuance. Contractors working alone may waive this requirement, but must show a pocket copy of their State Contractor's License.

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