

APPROVED 4/17/18 mtg.

SANTA MONICA BAY TOWERS

Homeowners Association

101 California Avenue, Suite #104

Santa Monica, California 90403

Tel: 310-394-4638

Fax: 310-260-1995

SMBTHOA@VERIZON.NET

Construction Agreement, Rules and Regulations

The Santa Monica Bay Towers Homeowners Association ("Association") and

CHUDH PUBLISHING CO, LTD represented by Sadayoshi Kurechi ("Owner" of Unit # 1401),

make this Construction Agreement ("Agreement") as of the 5 day of February, 2018.

Note: Before entering into any Construction agreement, legal transfer of Ownership must be completed.

Construction Scheduling

No construction or demolition work may begin until and unless the Association and Owner have completed a Construction Agreement and scheduled a start date. The Association allows only two major construction projects to proceed at the same time, due to overcrowding if many projects progressed at the same time, blocking the elevator and Common Areas, and also due to security protection. Thus the next homeowner planning construction must wait to begin until the previously scheduled project is completed. The Association reserves the right to stop any worker from entering the building if provisions of this Agreement are not met. Owners and prospective owners are advised to check with the Association about the nature and duration of any construction project(s) ahead of him/her in line.

As stated above, only TWO projects may be done concurrently. The maximum time for each project will be six (6) months, with the possibility of two (2) 30-day extensions, if the Board approves said extensions. (The City of Santa Monica will also need time before inspecting and approving the work, and this is considered in allowing the project to have a full year until sign-off.) If a project is not completed and signed off by SMBTHOA and the City of Santa Monica within one year, the owner forfeits the entire refundable construction deposit. After the 12-month period there will be fines up to \$300.00 per calendar day penalty assessed against the unit.

Note: If an Owner desires only to paint or wallpaper the walls, replace window covers, install carpeting, replace or repair appliances, including sink tops and sinks, then such work must first be scheduled with the Building Engineer; in this case, a Construction Agreement is not necessary but strict compliance with the CC&Rs and the Construction Rules and Regulations is still required.

Owner Initials [Signature]

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Before Purchasing a Unit

It is strongly advisable to personally consult with the Building Engineer, the Architectural Committee, and the Board of Directors well ahead of time before closing, to avoid any conflict about the buyer's prospective plans for a unit. Some buyers consult even before presenting a purchase offer.

RECITALS

- A. Owner is a member of the Association and the legal owner of unit # 1401 ("unit") at the Santa Monica Bay Towers.
- B. Owner desires to remodel the unit and has submitted plans and specification to the Architectural Committee of the Association in which the scope of the work to be performed is defined.
- C. In submitting the plans and specifications Owner has sought approval from the Association to do the work described therein.
- D. The Architectural Committee and the Building Engineer reviewed the plans and specifications and decided to approve the proposed construction, subject to the terms and conditions described below, and to submit them to the Board of Directors for final approval.

AGREEMENT

Approval of Construction

The Association hereby approves the proposed construction inside the unit, subject to the Owner's strict compliance with the conditions set forth below.

Scope of Work

The work to be performed will strictly adhere to and not exceed or deviate from the plans and specifications submitted to the Architectural Committee and Building Engineer on (insert date) _____, at the SMBT Office. If the Owner deviates from or exceeds the scope of the plans and specifications, the Association may, in its sole and unfettered discretion, stop all work, revoke its approval, and compel the Owner to remove any or all improvements including those made under this Agreement.

Licensed Contractor

All work on Owner's behalf under this Agreement shall be performed solely by contractors licensed by the State of California.

Insurance

Prior to commencement of any work within the unit, Owner shall deliver to the Association written proof of insurance on behalf of each contractor hired to do the work, which names both the Owner and the Association as additionally insured. Such insurance shall be in a face amount of at least \$500,000 for every occurrence of personal injury or property damage. All contractors shall maintain valid insurance and contractor's license through the project.

Owner Initials SK

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Each homeowner is asked to provide the Association annually a certificate of liability insurance. As stated in the CC&Rs, item 10.05, Owner Insurance:

Each Owner, and not the Association, shall have the responsibility: To purchase at his sole expense, liability insurance with limits of not less than \$500,000 per occurrence; and in his discretion, to purchase at his sole expense, property insurance covering the personal property, furniture, furnishings, and decorations within his Unit, any improvements in the Unit over and above building standard improvements, or otherwise protecting his Condominium.

Permits

Before commencing any work within the unit, the Owner shall apply for and obtain permits from applicable governmental agencies, provided these agencies require them for specific work to be done. The permits shall be displayed on the front door of the unit at all times during construction and shall be made available for inspection by the Association upon request. It is strongly advisable that the Owner request proper inspections from the City before covering any uninspected items or surfaces that the City has to inspect. Otherwise, the City can compel the Owner to demolish work so that proper inspections can be obtained.

Note: There may be items permitted by the City of Santa Monica which are prohibited by the Association.

Hold Harmless

Owner and Contractor shall indemnify, defend, and hold harmless the Association, its members, agents, servants, employees, officers, and directors from any claim or liability arising directly or indirectly from the work performed by or on behalf of the Owner.

Association's Inspection

The Association reserves the right to daily inspections during construction and to stop the work if any violation occurs. After work is completed, a final inspection by the Association is required to confirm that the work performed was in compliance with this Agreement. Owner and Contractor shall cooperate with inspections and shall give the Association's representatives access to the unit during normal business hours. Failure to allow access to the unit for inspection shall constitute a violation of the Construction Agreement.

Notice of Completion

Owner shall notify the Association in writing when the work inside the unit has been completed. Such notice shall be served on the Architectural Committee at the SMBT Office within ten (10) days from the date the work has been completed.

Security Deposit

Before commencing any work inside the unit, Owner shall deliver to the Association a security deposit, payable to SMBTHOA, in the amount of \$6,000. The security deposit shall be refunded to the Owner, provided no pending violation exists, minus whatever costs have been incurred to repair damage caused by the construction, if any. Such refund will be sent within thirty (30) days following the final inspections described above.

Owner Initials STC

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Non-Refundable Fee

Before commencing any work inside the unit, Owner shall deliver to the Association a non-refundable fee, payable to SMBTHOA, in the amount of \$500. This fee is a Special Assessment to offset the expense associated with plan reviews, inspections, administrative overhead, and use of the elevator.

Note: A remodeling project that consists only of replacement or repair of appliances, including sink tops and sinks, carpeting and/or painting, wallpapering or window cover replacement at a unit will be excluded from this fee. Any other repair or replacement of a single item or fixture will be excluded from this fee at the discretion of the Board of Directors.

No Reliance

In reviewing the plans and specifications and in giving approval of the work to be performed, the Association is making no warranty or representation with respect to any aspect of the work including the design, materials, construction method, engineering, safety of the work, or final product. Owner is relying solely and exclusively on his/her own judgment and/or on the judgment of his/her architects, contractors, and/or advisors.

Completion of Work

All work performed under this Agreement shall be completed within _____ days from the start date, _____. Thus, the completion date is _____. Any request to extend the duration of construction shall be made in writing to the Architectural Committee before the original construction period expires and shall be subject to Board approval. Such approval shall not be unreasonably withheld and shall be in writing. The time required to complete work may be negotiated with the Board of Directors, and strict adherence to the new date is required. Extensions may be granted at the Board's discretion for delays caused by strikes, fires, holidays or other events beyond Homeowner's control. If the work is not completed by the noted completion date and no extensions have been granted, PENALTIES SHALL ACCRUE at the rate of up to \$300.00 per day until the project is completed.

Construction Rules – Fines

Owner and contractors shall abide by the terms of the Agreement and by the rules and regulations set forth in the Construction Rules and Regulations, a copy of which is attached to this Agreement and incorporated herein by this reference. In the event there is any breach of this Agreement or the rules and regulations, the Board of Directors may, in its sole discretion, impose a fine which shall become a Special Assessment levied against the unit and may be enforced in any manner permitted in the CC&Rs or by California law. In the event there are two or more violations of the rules and regulations during any given construction job, the Association can withdraw its approval of the construction and bar the contractor from the premises.

Injunctive Relief

Owner acknowledges that in the event he/she breaches the terms of this Agreement, the Association will be damaged but the amount of damage will be difficult, if not impossible to calculate. Since damages will be an inadequate remedy, any Owner not cooperating with the Association hereby agrees that the Association can apply for and obtain a temporary restraining order and preliminary injunction,

Owner Initials SLC

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either mandatory or prohibitory in effect, to compel compliance with the covenants contained in the Agreement.

Attorney Fees and Costs

In the event an action is filed to enforce, interpret, or compel compliance with this Agreement, the prevailing party in such action shall recover reasonable attorney fees and costs.

No Waiver

No action or omission of any kind by the Association or any of its representatives, at any time, shall be deemed to constitute a modification or waiver of any rights contained in this Agreement. This Agreement can only be modified by a written instrument by both sides.

All work must strictly comply with the CC&Rs, particularly sections 4.02, 4.03, 4.04, 4.05, 4.25, 4.26, 15.01, and 15.02.

Owner Initials etc

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Construction Rules and Regulations

All construction personnel must adhere to the Construction Rules and Regulations while performing work at Santa Monica Bay Towers (SMBT). It is important that these rules be strictly followed to avoid inconvenience or injury to other contractors or residents of SMBT. This document is included in the Construction Agreement, which must be signed by the Owner of the unit within which the work will be performed and by the Contractor, prior to any demolition or construction work begins.

Working Hours

Working hours for all construction personnel are Monday through Friday, 8:00 a.m. to 4:30 p.m. No work is allowed on Saturdays, Sundays, or Holidays. Deliveries of equipment, supplies, appliances, tools, and furniture may take place only during these hours. Construction, delivery personnel, and movers must clean up the hallways and remove their equipment, supplies, and trash before leaving. All such personnel shall stop other work in sufficient time to clean up and vacate the premises by 4:30 p.m. All move-ins and move-outs must be scheduled in advance with SMBT.

Work Location

All work must be performed wholly inside the unit itself. There shall be no materials or equipment kept or stored at any time in the Common Areas, including the hallways, lobby, patio/balcony, stairwells, or garage. All materials and equipment must be stored inside the unit at all times or taken off-site each day. Front doors of the unit must be kept closed during the entire construction process. The contractor shall clean up and haul away all debris generated during the work on a daily basis. The grounds shall be left clean.

Protecting Hallway Carpets

All carpet in the Common Areas is to be protected with Masonite, with joints taped (using appropriate tape) to the carpet from the elevator to the unit so that no carpet is left exposed. The contractor must remove this protective covering and vacuum the hallway carpet before 4:30 p.m. each day. The Building Engineer and/or a member of the staff will be responsible for enforcement, and a fine of up to \$300.00 per occurrence shall be levied to the account for non-compliance.

Service Elevator

Construction personnel may use only the service (east) elevator, which is padded by SMBT personnel daily. The elevator may not be kept open and stopped on a specific floor for more than five (5) minutes, which should be adequate for loading or unloading. If necessary, an elevator lock key will be issued temporarily and can be used to hold the elevator doors while loading and unloading. The east elevator should be reserved at least 7 calendar days in advance for use in connection with any move-in or move-out of the building; schedule this with Front Desk personnel.

Parking

On-site parking in the garage, if available, is limited to two (2) vehicles daily during the construction process. Any such vehicles shall be parked solely in spaces designated by the Building Engineer or Front Desk personnel. Contractors and construction workers may not park in the Motor Court without proper authorization from the Building Engineer. Exercise caution when unloading in the alley. The City regularly tickets vehicles parked in the alley, so the Association cannot recommend leaving vehicles parked there. Metered parking is available on Ocean Avenue. If

the vehicle does not fit within the garage gate, the contractor, with proper authorization from the Building Engineer, may park in the motor court for a maximum of twenty minutes for the purpose of loading and unloading materials only. All materials shall be transported through the P1 garage level only.

Identification of Construction Workers

Prior to commencement of work, Owner shall provide to the Front Desk personnel the company name and/or names of workers who will be permitted onto the premises. No other personnel will be allowed on site, and it will be the Owner's responsibility to furnish, in writing, an updated list of construction personnel, if workers are added or deleted from the project.

All workers shall be appropriately dressed at all times and shall sign in and out on a daily basis.

Trash and Debris

All trash and debris must be carried off-site on a daily basis by the Contractor. Contractor must adhere to City of Santa Monica regulations regarding waste disposal. The trash chute inside the building may not be used for disposing of construction debris, nor can the building's dumpsters be used. Any Contractor found to be in violation of this rule may be expelled from the property, and the Owner will be fined.

Utility Shut-Off

A Contractor whose work will require the water, electricity, or HVAC to be turned off shall make arrangements with the Building Engineer early enough for residents to be notified at least 48 hours in advance of the shut-off. Water may only be turned off between the hours of 10:00 a.m. and 2:00 p.m.

Prohibited Items

- Heat sensors located on the ceiling within the unit may not be removed, replaced or painted except under supervision of SMBT's fire/life safety company; Contractor shall arrange this with the Building Engineer. All sensors shall be covered during the construction day and uncovered at the end of the day.
- The announcement speaker (located above the front door) may not be removed, replaced or painted.
- The fire sprinkler heads located throughout the unit may not be removed, replaced or painted.
- Unless specifically included in the City permit, many items – such as pipes and vents in Common Areas within the walls or ceiling – may not be altered or tampered with during demolition or construction.
- Because the building has its own vent suction system, no kitchen range hoods or bathroom exhaust vents with motorized forced air may be connected to the building common duct.
- No electric stoves or ranges are permitted.
- Drilling into concrete flooring or any other concrete surface to relocate sinks or appliances is strictly prohibited.
- No faucets may be installed on the balconies, which are Common Areas.
- Due to noise transmission issues, speakers and television sets are not permitted to be installed in or mounted to any wall.
- Jacuzzi bathtubs are prohibited.

Owner Initials SK

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The Building Engineer has the right to inspect the unit daily during construction and to immediately stop any unauthorized work.

Asbestos Abatement and Toxic Fumes

- Before any demolition work or construction work begins: 1) Initial testing to evaluate if asbestos is in your unit will be handled by SMBT's Building Engineer, who will also provide the Owner with a copy of the testing report. 2) Owner is responsible for paying the testing fee. 3) If it is determined that asbestos is present, no asbestos may be removed from any surface or from the building by anyone except employees of an asbestos abatement company. To remove asbestos, Owner must hire at his/her own expense, an asbestos abatement company in order to remain in compliance with EPA requirements for protection of the health and safety of both residents and construction personnel. 4) Following such work, Owner must promptly deliver to the Association's office a copy of the asbestos abatement company's report.
- When using lacquers, paints, and other toxic products, all windows must be open and fans used to ventilate the unit and to keep fumes from entering the hallways.

Noise Factor of Installed Materials

As per the CC&Rs section 4.02, installation of hard flooring requires a sound rating (impact and airborne sounds) of at least 52 decibels sound transmission to other units. It is strongly advisable to use the best material on the market for sound blocking to ensure an even higher number of decibels. This requirement applies to all areas of the unit, including walls and ceilings, if any alteration is made. The Owner shall be responsible, at their own expense, for ensuring the 52 decibel standard by performing testing with an accredited company.

No Smoking

As per Santa Monica ordinance, no smoking is allowed in Common Areas or within a unit when the door is open. Please advise your workers that this includes parking areas, hallways, and stairwells. The Smoking Designation Status of your unit is: Non-Smoking X; Smoking ____; not designated ____.

Signs

No signs or advertisements for contractors may be displayed in or around the unit or in Common Areas.

Compliance with Rules and Codes

All Contractors and Owners must adhere to these rules and regulations, the CC&Rs, and all applicable Federal, State, and local laws, including but not limited to all applicable building codes.

Violation of Rules and Regulations

Owner and Contractor shall cooperate with inspections and shall give the Association's representatives access to the unit during normal business hours. The Building Engineer has the right to inspect the unit daily during construction and to enforce the Construction Rules and Regulations. If there is any violation of these Rules and Regulations, the Board of Directors may impose a fine as set forth in the Construction Agreement, which shall become a Special Assessment levied against the unit.

Owner Initials SL

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Fines: 1) Asbestos testing may be required for your unit; there is an automatic fine of at least \$1,000 for doing any work before receiving SMBT's approval to begin work. 2) The soundproofing layer must be inspected by the Building Engineer before new flooring is installed; there is an automatic fine of at least \$1,000 for installing flooring before the Building Engineer has inspected the material and installation of the material.

Right to Stop Work

All work must strictly comply with the CC&Rs, particularly sections 4.02, 4.03, 4.04, 4.05, 4.25, 4.26, 15.01, and 15.02. The Association has the right to demand that all work cease in the unit if the Association determines that the work is (a) in violation of these regulations, (b) in violation of the CC&Rs, (c) creating a fire hazard or safety hazard, or (d) interfering with activities in or causing damage to the Common Areas.

X [Signature] Date 2/5/2018
Owner's Signature

X [Signature] Date 4/20/18
Contractor's Signature
Santa Monica Bay Towers Homeowners Association

Owner Initials SK

SMBTHOA Initials _____

SANTA MONICA BAY TOWERS

Homeowners Association
101 California Avenue, Suite #104
Santa Monica, California 90403

Tel: 310-394-4638

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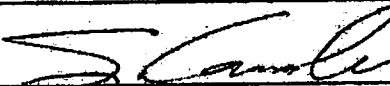
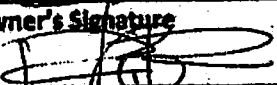
New Email Sept.2014: SMBTHOA@VERIZON.NET

Dear Homeowner,

Unit # 1401

Please give a brief description of the work you want to perform, including which rooms will be affected.

Please see attachment for job description.	

X  Date 2/5/2018
Owner's Signature
X  Date 2/5/2018
Contractor's Signature

Please complete, initial, sign, and return this Construction Agreement, along with all the documents requested in it, plus a copy of the Contractor's license and certificate of worker's compensation insurance coverage. We will consider your request at our earliest opportunity.

No work may begin before the start date, to be scheduled by the Association following formal approval of this Agreement. Thank you.

— SMBTHOA Board of Directors

Owner Initials SLC
Initials _____

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SMBTHOA

Owner Initials SL
Initials _____

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SMBTHOA

SANTA MONICA BAY TOWERS

Homeowners Association
101 California Avenue, Suite 104,
Santa Monica, California 90403

Minutes of the Organizational Meeting March 13, 2018

NOTICE

Upon due notice given and received, the Annual Meeting of the Santa Monica Bay Towers Homeowners Association was held at the Huntley Santa Monica Beach (1111 2nd St., Santa Monica, CA) on Tuesday, March 13, 2018.

CALL TO ORDER

The Meeting was called to order at 7:48 PM

INTRODUCTION OF INSPECTORS AN RADIFICATION OF QUARUM

Inspectors of Elections were introduced Linda Thompson and Brenda Weisman. Quorum was met with the return of 56 ballots.

ELECTION OF NEW BOARD MEMBERS

The following five (5) Directors were elected for a term of one year. After discussion, it was unanimously agreed that the directors would hold the office listed.

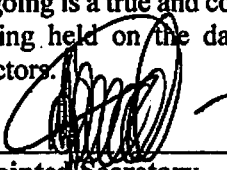
<u>DIRECTORS ELECTED</u>	<u>OFFICE</u>
Jerry Solomon	President
William H. Stadiem	Vice President
Silke Kohler	Treasurer
Anthony Hadaverdi	Secretary
Alice Sun	Member at Large

ADJOURNMENT

There being no further business to discuss at this Annual Meeting, the meeting was adjourned at 8:13 PM.

ATTEST

I, Anthony Hadaverdi, duly appointed and acting Secretary of the Santa Monica Bay Towers Homeowners Association, do hereby certify that the foregoing is a true and correct copy of the Minutes of the Annual Election meeting held on the date listed above, as approved by the Board of Directors.


Appointed Secretary

March 23-2018
Dated

SANTA MONICA BAY TOWERS
Homeowners Association
101 California Avenue, Suite 104
Santa Monica, California 90403

Tel: 310-394-4638
Fax: 310-260-1995
cbolander@actionlife.com

April 20, 2018

City of Santa Monica
Building & Safety Office
City Hall

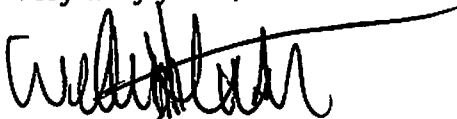
SUBJECT: SMBT HOMEOWNERS ASSOCIATION AUTHORIZATION FOR CHOH PUBLISHING CO, LTD represented by Sadaoshi Kurachi OF UNIT 1401, TO PULL PERMITS

To whom it may concern:

This is the authorization from the Santa Monica Bay Towers Homeowners Association to the City to have Choh Publishing Co, LTD to pull the permits as requested in the Unit 1401 Construction Agreement for an emergency plumbing repair.

The HOA meeting minutes electing me as President is attached.

Very truly yours,



William Stadiem
President
Santa Monica Bay Towers Homeowners Association

One Attachment

140.1

TM HOLDINGS CO., LTD
801 SHIROYASHIKI, NAGAKUTE-CHO
AICHI-GUN, AICHI 480-1122
JAPAN

16-49-1220 1168

DATE 5/31/2017

Pay to the order of SM BTHOA \$ 500.00
Five hundred, and 00/100 only

UNION BANK OF CALIFORNIA
JCD LOS ANGELES OFFICE
LOS ANGELES, CALIFORNIA

Non-refundable fee

[Signature]

MP

⑆122000496⑆ ⑆520009759⑆ ⑆168

TM HOLDINGS CO., LTD
801 SHIROYASHIKI, NAGAKUTE-CHO
AICHI-GUN, AICHI 480-1122
JAPAN

16-49-1220 1167

DATE 5/31/2017

Pay to the order of SM BTHOA \$ 6,000.00
Six thousand, and 00/100 only

UNION BANK OF CALIFORNIA
JCD LOS ANGELES OFFICE
LOS ANGELES, CALIFORNIA

Security Deposit

[Signature]

MP

⑆122000496⑆ ⑆520009759⑆ ⑆167

TM HOLDINGS CO., LTD
801 SHIROYASHIKI, NAGAKUTE-CHO
AICHI-GUN, AICHI 480-1122
JAPAN

16-49-1220 1169

DATE Jun 5, 2017

Pay to the order of SM BTHOA \$ 550.00
Five hundred and fifty only

UNION BANK OF CALIFORNIA
JCD LOS ANGELES OFFICE
LOS ANGELES, CALIFORNIA

To The Levitt Group
for reviewing paperwork.

[Signature]

MP

⑆122000496⑆ ⑆520009759⑆ ⑆169