

UNIT DECORATING AGREEMENT

GUIDELINES FOR MINOR ALTERATIONS

1. Pursuant to Section 9.2 of that certain *Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for the Century Plaza Hotel Residences* recorded on November 29, 2018, as Instrument No. 20181202784 in the Official Records of Los Angeles County, California (as amended, the “**Declaration**”), no decorating/cosmetic work may proceed at the *Fairmont Century Plaza Residences* (the “**Project**”) until the attached Unit Decorating Agreement has been approved by the Architectural Committee of the Century Plaza Hotel Residences Owners Association (the “**Architectural Committee**”). Only minor repairs or replacement of appliances are exempted from this requirement.¹ Discuss your plans for decorating/cosmetic work with the “Manager” (as defined in the Declaration) for guidance.
2. Review the Unit Decorating Agreement Application with your prospective contractor/vendor ***before signing a contract with them***. The contractor/vendor must be aware of and agree to the conditions of the Unit Decorating Agreement Application including insurance coverage, indemnification and other requirements of the Architectural Committee.
3. After you have signed the Unit Decorating Agreement Application and provided it to the Manager with certificates of insurance and an indemnification letter from your contractor/vendor, a representative of the Architectural Committee will execute the Agreement. You may then sign your contractor/vendor’s contract, obtain a start date from the Manager and schedule your contractor/vendor to begin your work. The start date scheduled by the Manager shall depend on the number of ongoing unit alterations and decorations.

¹ Decorating/cosmetic work would include alterations that are limited in scope (such as bathroom and kitchen modernization where no changes are being made to mechanical, plumbing, or electrical systems, or affecting any ceiling, wall, and floor systems / assemblies) or involve purely decorative work (such as floor refinishing, painting and wall papering). Alterations affecting structural components of the Project, “Common Area” (as defined in the Declaration) or Project systems will require the unit owner to obtain the consent of the Architectural Committee after the Architectural Committee’s review of the plans and specifications for said alterations and to enter into an Alteration Agreement with the Architectural Committee, the form of which is available from the Manager.

UNIT DECORATING AGREEMENT APPLICATION

FAIRMONT CENTURY PLAZA RESIDENCES OWNERS ASSOCIATION

2025 AVENUE OF THE STARS

Suite 1700

Los Angeles, California 90067

Name: _____

Unit Number: _____

Home Phone: _____ Work Phone: _____

Fax Number: _____

Requested Commencement Date for Work: _____

Detailed room-by-room description of proposed decorative work: _____

(Attach additional pages if necessary)

This Unit Decorating Agreement is a preliminary request. NO WORK MAY COMMENCE UNLESS AND UNTIL THIS AGREEMENT IS EXECUTED BY THE ARCHITECTURAL COMMITTEE AND YOU. A Certificate of Insurance from the Contractor naming the Century Plaza Hotel Residences Owners Association, a California nonprofit mutual benefit corporation (the “**Association**”), the Board of Directors of the Association (the “**Board**”), the Association’s officers, the Architectural Committee, the Century Plaza Master Association, a California nonprofit mutual benefit corporation (the “**Master Association**”), the Board of Directors of the Master Association (the “**Master Board**”), the Master Association’s officers, the owner of the Fairmont Century Plaza Hotel (the “**Hotel Owner**”), the manager of the Fairmont Century Plaza Hotel (the “**Hotel Manager**”), the Association manager (the “**Manager**”), Next Century Partners, LLC, a Delaware limited liability company (“**NCP**”), JPMorgan Chase Bank, National Association and any other Project lenders identified to Unit Owner by NCP (collectively, the “**Lenders**”) and Unit Owner as additional insured must be on file.

Unit Owner’s Signature

Date

Unit Decorating Agreement

Date

TO: Century Plaza Hotel Residences Owners Association

c/o , _____
2025 Avenue of the Stars
Suite 1700
Los Angeles, CA 90067

Re: Unit _____ (the "**Unit**") of *Fairmont Century Plaza Residences* (the "**Project**")

Ladies and Gentlemen:

I hereby request permission to redecorate my Unit as described in the attached document (hereafter collectively referred to as the "**Work**") in the above Unit.

If such permission be granted:

1. I agree, before any work is begun:

(a) To provide you with a complete and conformed copy of every agreement made with contractors and suppliers.

(b) To procure from my contractor, or contractors:

(i) Commercial general liability and property damage insurance policies, each in the amount of \$1,000,000.00, which policies name the Association, the Board, the Association's officers, the Architectural Committee, the Master Association, the Master Board, the Master Association's officers, the Hotel Owner, the Hotel Manager, the Manager, NCP and the Lenders as additional insured. Such policies shall provide that they may not be terminated until at least ten days after written notice to you; and

(ii) Workmen's compensation and employees liability insurance policies, covering all employees of the contractor, contractors or subcontractors.

All such policies, or certificates evidencing this insurance, shall be delivered to you.

(c) To procure from my contractor or contractors a written agreement in the form of **Exhibit "A."**

(d) If required by the Architectural Committee, to provide you with a security deposit in the amount of **\$5000.00*** as security for my obligations hereunder. The Architectural Committee shall be the sole arbiter in the determination of charges to be deducted from this deposit.

* Amount of any security deposit to be determined by the Architectural Committee depending upon the scope of the work.

2. It is understood that:

(a) I assume all risks of damage to the Project and its mechanical systems, and to persons and property in the Project which may result from or be attributable to the work being performed hereunder and all responsibility for the maintenance and repair of any alterations and installations after completion. This responsibility covers all work, whether or not structural, weather tightness of windows, exterior walls or roofs, waterproofing of every part of the Project directly or indirectly affected by the work, and maintenance of all heating, plumbing, air-conditioning and other equipment installed or altered pursuant hereto. If the operation of the Project, or any of its equipment, is adversely affected by the work, I shall, when so advised, promptly remove the cause of the problem.

(b) I recognize that there will be no change in the operations of the Project's heating and plumbing system to facilitate the functioning of any heating or air-conditioning units I may be installing.

(c) The alterations and materials used shall be of the quality and style in keeping with the general character of the Project.

(d) I undertake to defend, indemnify and hold harmless the Association, the Board, the Association's officers, the Architectural Committee, the Master Association, the Master Board, the Master Association's officers, the Hotel Owner, the Hotel Manager, the Manager, NCP and tenants or occupants of the Project for damages suffered to person or property as a result of the work performed hereunder, whether or not caused by negligence, and to reimburse the Architectural Committee for any expenses (including, without limitation, attorneys' fees and disbursements) incurred as a result of such work.

3. All permitted work shall be completed within _____ () calendar days from the date hereof unless otherwise permitted by the Architectural Committee.

4. No work shall be done, except between the hours of 8:00 A.M. and 6:00 P.M., Monday through Friday. No work shall be done on Saturdays and Sundays or holidays. Any work which can produce unusual noises, which might be disturbing to Project occupants, shall not be done before 10:00 A.M. or after 4:00 P.M., Monday through Friday. The Architectural Committee shall determine whether the work is being performed at noise levels that are disturbing.

5. All precautions will be taken to prevent dirt and dust from permeating other parts of the Project during the progress of the alteration. Materials and rubbish will be placed in barrels or bags, before being taken out of the Unit. All such barrels or bags, rubbish, rubble, discarded equipment, empty packing cartons and other materials will be taken out of the Project and removed from the premises at my expense. I recognize that only the service elevator may be used for such removal and only at such times as the Manager may direct. If the convenience of other tenants requires that the service elevators be operated on an "overtime" basis, I shall reimburse you for any wages or related expenses incurred in connection therewith.

6. I recognize that by granting consent to the work, you do not profess to express any opinion as to the design, feasibility or efficiency of the work.

7. My failure to comply with any of the provisions hereof shall be deemed a breach of this Agreement and certain *Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for the Century Plaza Hotel Residences* recorded on November 29, 2018, as Instrument No. 20181202784 in the Official Records of Los Angeles County, California (as amended, the “**Declaration**”) pursuant to which your consent has been granted, and, in addition to all other rights, you may also suspend all work and prevent workmen from entering my Unit for any purpose other than to remove their tools or equipment.

8. This agreement may not be changed orally. This agreement shall be binding on you, me, and our personal representatives and authorized assigns.

9. I shall cause my contractors and/or workers to use safe work practices during the work and take precautions to prevent the spread of dust and debris which may contain lead.

Such practices shall include (1) limiting access to the work area to only workers, (2) covering the work area with six mil polyethylene plastic or equivalent, (3) protecting the workers, (4) protecting my belongings by covering or removing them from the work area, (5) wetting the painted surfaces before disturbing the paint and (6) wetting the debris before sweeping. My contractors and/or workers may not use unsafe paint removal practices, including (1) open flame burning, (2) power sanding or sandblasting (unless a special vacuum attachment is used to contain dust), and (3) dry scraping more than a *de minimis* surface area (*de minimis* means an area of less than one square foot per room).

I shall cause my contractors and/or workers to perform specialized cleaning of the work area using methods designed to safely remove dust and debris which may contain lead.

I shall receive assurances acceptable to the Architectural Committee from my contractors and/or workers that they have knowledge of lead-based paint hazards and they will perform the work and clean-up the work in a manner which will avoid creating lead-based paint hazards.

Annexed hereto is a rider of _pages describing the work which is made a part of this agreement.

[Signatures on following page]

Very truly yours,

Unit Owner

Unit Owner

PERMISSION GRANTED:

The Architectural Committee of the *Century Plaza Hotel Residences Owners Association*

By: _____

Name: _____

Title: _____

EXHIBIT “A”

Date: _____

Century Plaza Hotel Residences Owners Association
Suite 1700
2025 Avenue of the Stars
Los Angeles, CA 90067

Re: Unit: _____ (the “**Unit**”)
Century Plaza Hotel Residences Owners Association
2025 Avenue of the Stars
Suite 1700
Los Angeles, California 90067
Unit Owner: _____ (the “**Unit Owner**”)

Dear Sir/Madam:

This letter will confirm that the undersigned has (i) reviewed and fully understood the terms and provisions of a *Unit Decorating Agreement* dated _____, 20 (the “**Agreement**”) between The Architectural Committee of the *Century Plaza Hotel Residences Owners Association* (the “**Architectural Committee**”) and the Unit Owner and (ii) agrees to abide by the terms of the Agreement and the rules and regulations of the Architectural Committee from time to time in effect.

The undersigned further agrees that it will not make any claim against, or seek to recover from (a) the Century Plaza Hotel Residences Owners Association (the “**Association**”), (b) the Board of Directors of the Association (the “**Board**”), (c) the Association’s officers, (d) the Architectural Committee, (e) the Association’s members, (f) the manager of the Association (the “**Manager**”), (g) Next Century Partners, LLC, a Delaware limited liability company (which shall include “Declarant” as defined in the *Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for the Century Plaza Hotel Residences*), (h) the Century Plaza Master Association, a California nonprofit mutual benefit corporation (the “**Master Association**”), (i) the Board of Directors of the Master Association, (j) the Master Association’s officers, (k) the Master Association’s members, (l) the owner of the Fairmont Century Plaza Hotel, (m) the manager of the Fairmont Century Plaza Hotel, or (n) the Unit Owner or their respective agents, partners, guests, licensees, invitees, tenants, staff members or employees (collectively, the “**Indemnified Parties**”) for any damage to persons or property by the perils within the scope of the policies described in the Agreement unless the loss or damage is due to the willful misconduct or gross negligence of that Indemnified Party. The undersigned further agrees to defend, indemnify and hold harmless the Indemnified Parties and all other occupants of the *Fairmont Century Plaza Residences*, against any and all liability, including legal costs and expenses on account of loss of life or injury to any person or damage to property, happening in or arising out of or in any way relating to the performance of the work unless such injury or loss of life or loss or damage to property is caused by the willful misconduct or gross negligence of that Indemnified Party.

Sincerely,
[NAME OF CONTRACTOR]

By: __

Name:

Title:
