

CONDITIONS OF APPROVAL

(As modified by the North Valley Area Planning Commission on May 7, 2020)

Pursuant to Section 12.28 of the Los Angeles Municipal Code, the following conditions are hereby imposed upon the use of the subject property:

A. Zoning Administrator Adjustment Conditions

1. **Site Development.** Except as modified herein, the project shall be in substantial conformance with the plans and materials submitted by the applicant, stamped “**Exhibit A**” (Plot Plans, Floor Plans, Sections, Elevations, Renderings, and Landscape Plans dated July 11, 2019) and attached to the subject case file. No change to the plans will be made without prior review by the Department of City Planning, Valley Project Planning Division, and written approval by the Director of Planning. Each change shall be identified and justified in writing. Minor deviations may be allowed in order to comply with the provisions of the LAMC or the project conditions. Prior to the issuance of building permits, revised, detailed development plans that show compliance with all Conditions of Approval, including complete Plot Plans, Floor Plans, Sections, (color) Elevations, (color) Landscape Plans, and (color) Renderings shall be submitted to the Director of Planning, Valley Project Planning, for review. The plans submitted to the Department of Building and Safety shall be revised in conformance with this approval.
2. **Density.** The minimum lot area per dwelling unit shall be 3,000 square feet for seven dwelling units, and a minimum of 2,706 square feet for the eighth dwelling unit.
3. **Orientation.** Building A shall be oriented to the street, with separate entrances facing N. Cedros Avenue for each of the two dwelling units.
4. **Design.** The project plans shall be revised to show the following:
 - a. **Stoop.** A 36-inch X 60-inch concrete stoop shall be provided for each of the two units facing N. Cedros Avenue (west) in Building A.
 - b. **Porticoes.** The entrance of each Building A unit facing N. Cedros Avenue (west) shall be improved with a portico that provides a solid (not open) structure designed to be integrated with the stoop, and capable of protecting residents from the elements as they enter and exit.
 - c. **Landscape.** All open areas not used for buildings, driveways, parking areas, recreational facilities or walks shall be attractively landscaped, including an automatic irrigation system, and maintained in accordance with a final landscape plan prepared by a licensed landscape architect or licensed architect, and submitted for approval to the Department of City Planning. Except as modified herein, the final landscape plan shall be in substantial conformance with the “**Exhibit A**” landscape plan dated July 11, 2019, and shall provide a minimum of 15 minimum 24-inch box trees.

One (1) existing, on-site significant protected black walnut tree, identified as tree number 2 in the Tree Report dated September 10, 2019 shall be protected and retained on-site within the landscape. In addition, three (3) significant on-site non-protected trees numbered 15, 16, and 17 in the Tree Report dated September 10, 2019 shall also be protected and retained on-site within the landscape.

In addition to the landscaping shown on the “**Exhibit A**” Landscape Plan dated July 11, 2019, the following shall be provided:

- i. As depicted on the “**Exhibit A**” site plan, but not shown on the Landscape Plan, landscaped planters shall be provided on both sides of the main entrance driveway, and especially the irregularly shaped planters shown along the north side of the pedestrian walk that extends from the sidewalk to Building C.
 - ii. One 24-inch box tree per 15 linear feet (approximately three additional trees) shall be provided along the south property line wall which separates the adjacent single family dwelling to the south from the proposed project. The 15 proposed on-site trees may be used toward fulfillment of this requirement;
 - iii. Vining plants and trellis structures shall be added along the solid masonry walls of the trash enclosure in sufficient number to accomplish a green wall screening effect at maturity;
 - iv. Vine pockets fitted with a trellis structure shall be provided along the northerly property line wall which extends the length of the main driveway entrance, and planted in sufficient number and spacing to accomplish a green wall screening effect at maturity.
 - v. As shown in the “**Exhibit A**” renderings, a solid row of evergreen shrubbery shall be provided between the sidewalk along N. Cedros Avenue and the proposed three-foot six-inch masonry wall that parallels the sidewalk, within the front yard of the two Building A units. A break in the row of evergreen shrubbery shall be provided to accommodate the pedestrian pathway leading from the sidewalk to the front door of each Building A unit.
- d. **Yards.** Provide minimum side yards of nine feet and nine feet three and one half inches on the north and south sides, respectively, of the proposed project, except as may be necessary to site the trash and recycling enclosure, and guest parking spaces.
- e. **Trash and Recycling.** The required trash and recycling area shall be constructed of 6-foot tall solid decorative masonry walls, and fitted with solid gates and a roof.
- f. **Trash/Recycling Location.** The common trash/recycling area shall be located in an accessible location. The trash/recycling area shall not be located proximate to the leading walkway to any residential entrance. This exclusion shall not include the “pedestrian walk” that extends throughout the apartment complex.
- g. **Front Yard Wall.** A solid decorative wall three feet six inches in height shall be provided within the front yard, parallel to the adjacent sidewalk, except as necessary to allow pedestrian circulation between the public sidewalk and the pedestrian walkway leading to the two Building A units.
- h. **Property Line Walls.** A solid, decorative, six-foot masonry wall shall be provided along the property lines.
- i. **Building Finishes/Materials.** The project finish and materials shall include beige stucco walls, red Spanish tile roofing, and brown toned building accent features and elements including shutters, window moldings, fascia trim, and wood corbel elements
- j. **Driveway Speed Bump.** A speed bump for both directions of vehicular traffic, shall be installed along the approximately 204-foot-long main private driveway serving the project. The speed bump shall be located near the midpoint of the length of the driveway, immediately north of Building B.

- k. **Recreational Amenities.** Outdoor seating areas, and a tot lot for children or a community garden shall also be provided.
 - l. **Open Space/Amenities.** The project shall provide a minimum of 1,400 square feet of open space, which includes useable open space for outdoor activities, and especially for children. A minimum of 102 square feet of private open space shall be provided for each dwelling unit within Buildings B and C.
 - m. **Driveway Surfaces.** Replace as much impermeable driveway surface as possible with permeable surfaces, such as grasscrete that could be planted, or bands/areas of special pavers, to create driveways that function more like a courtyard, with multiple uses.
 - n. **Pedestrian Pathway.** A pedestrian pathway shall be provided from the public right-of-way along N. Cedros Avenue to each of the units within Buildings A, B, and C. The pathway shall have a minimum width of three feet six inches, and shall be constructed of decorative paving materials complimentary to the architecture of the proposed development (not uncolored concrete).
 - o. **Balconies.** Balconies shall be designed to be usable. Juliette balconies¹ with wrought iron railings and a useable access door (in lieu of a window) shall be provided for all “**Exhibit A**” elevations and renderings shown with a false wrought iron balcony railing located below a window.
5. **Plans.** The final project plans shall be internally consistent, and provide the correct project summary information including: legal description, zoning, building identification labels A, B, and C, proposed/provided yards, street dedication, bicycle parking, building height, and common open space/landscaping area calculations/data.
6. **Utility Connections.** New utility connections shall be undergrounded to the best extent possible.
7. **Maintenance.** The condition of the lot or lots, including but not limited to parking areas, exterior walls, required lighting, and landscaped areas, shall at all times be maintained in a safe and sanitary condition and in a state of good repair. Exterior wall surfaces shall at all times be kept free from graffiti and any marks of vandalism.
8. **Debris Removal.** The lot or lots shall at all times be kept clear of weeds, rubbish, and all types of litter and combustible materials.
9. **Demolition, Grading, and Construction Activities.** The applicant shall comply with the provisions of the City’s Noise Ordinance, including:
- i. Construction and demolition shall be restricted to the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, and 8:00 a.m. to 6:00 p.m. on Saturday.
 - ii. Demolition and construction activities shall be scheduled so as to avoid operating several pieces of equipment simultaneously, which causes high noise levels.
 - iii. The project contractor shall use power construction equipment with state-of-the-art noise shielding and muffling devices.

B. Administrative Conditions

¹ A Juliet balcony is generally a false balcony where doors or large floor-to-ceiling windows open up onto a railing outside. While some Juliet balconies strictly stick to this norm, others have a small deck that has just enough space to be usable, where a person can stand, with a few flowering plants.

- 10. Approval, Verification and Submittals.** Copies of any approvals, guarantees or verification of consultations, review of approval, plans, etc., as may be required by the subject conditions, shall be provided to the Department of City Planning prior to clearance of any building permits, for placement in the subject file.
- 11. Code Compliance.** Use, area, height, and yard regulations of the zone classification of the subject property shall be complied with, except where granted conditions differ herein.
- 12. Covenant.** Prior to the issuance of any permits relative to this matter, an agreement concerning all the information contained in these conditions shall be recorded in the County Recorder's Office. The agreement (standard master covenant and agreement form CP-6770) shall run with the land and shall be binding on any subsequent property owners, heirs or assigns. The agreement shall be submitted to the Department of City Planning for approval before being recorded. After recordation, a copy bearing the Recorder's number and date shall be provided to the Department of City Planning for attachment to the file.
- 13. Definition.** Any agencies, public officials or legislation referenced in these conditions shall mean the agencies, public offices, legislation or their successors, designees or amendment to any legislation.
- 14. Enforcement.** Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Department of City Planning and any designated agency, or the agency's successor and in accordance with any stated laws or regulations, or any amendment thereto.
- 15. Building Plans.** Page 1 of the grant and all the conditions of approval shall be printed on the building plans submitted to the department of City Planning and the Department of Building & Safety.
- 16. Corrective Conditions.** The authorized use shall be conducted at all times with due regard for the character of the surrounding district, and the right is reserved to the City Planning Commission, or the Director of Planning, pursuant to Section 12.27.1 of the Municipal Code, to impose additional corrective conditions, if in the decision maker's opinion, such actions are proved necessary for the protection of persons in the neighborhood or occupants of adjacent property.
- 17. Project Plan Modifications.** Any corrections and/or modifications to the Project plans made subsequent to this grant that are deemed necessary by the Department of Building and Safety, Housing Department, or other Agency for Code compliance, and which involve a change in site plan, floor area, parking, building height, yards or setbacks, building separations, or lot coverage, shall require a referral of the revised plans back to the Department of City Planning for additional review and final sign-off prior to the issuance of any building permit in connection with said plans. This process may require additional review and/or action by the appropriate decision making authority including the Director of Planning and the City Planning Commission.
- 18. Indemnification and Reimbursement of Litigation Cost.** Applicant shall do all of the following:
 - i. Defend, indemnify and hold harmless the City from any and all actions against the City relating to or arising out of the City's processing and approval of this entitlement, including but not limited to, an action to attack, challenge, set aside, void, or otherwise modify or annul the approval of the entitlement, the environmental review of the

- entitlement, or the approval of subsequent permit decisions, or to claim personal property damage, including from inverse condemnation or any other constitutional claim.
- ii. Reimburse the City for any and all costs incurred in defense of an action related to or arising out of the City's processing and approval of the entitlement, including but not limited to payment of all court costs and attorney's fees, costs of any judgments or awards against the City (including an award of attorney's fees), damages, and/or settlement costs.
 - iii. Submit an initial deposit for the City's litigation costs to the City within 10 days' notice of the City tendering defense to the Applicant and requesting a deposit. The initial deposit shall be in an amount set by the City Attorney's Office, in its sole discretion, based on the nature and scope of action, but in no event shall the initial deposit be less than \$50,000. The City's failure to notice or collect the deposit does not relieve the Applicant from responsibility to reimburse the City pursuant to the requirement in paragraph (ii).
 - iv. Submit supplemental deposits upon notice by the City. Supplemental deposits may be required in an increased amount from the initial deposit if found necessary by the City to protect the City's interests. The City's failure to notice or collect the deposit does not relieve the Applicant from responsibility to reimburse the City pursuant to the requirement in paragraph (ii).
 - v. If the City determines it necessary to protect the City's interest, execute an indemnity and reimbursement agreement with the City under terms consistent with the requirements of this condition.

The City shall notify the applicant within a reasonable period of time of its receipt of any action and the City shall cooperate in the defense. If the City fails to notify the applicant of any claim, action, or proceeding in a reasonable time, or if the City fails to reasonably cooperate in the defense, the applicant shall not thereafter be responsible to defend, indemnify or hold harmless the City.

The City shall have the sole right to choose its counsel, including the City Attorney's office or outside counsel. At its sole discretion, the City may participate at its own expense in the defense of any action, but such participation shall not relieve the applicant of any obligation imposed by this condition. In the event the Applicant fails to comply with this condition, in whole or in part, the City may withdraw its defense of the action, void its approval of the entitlement, or take any other action. The City retains the right to make all decisions with respect to its representations in any legal proceeding, including its inherent right to abandon or settle litigation.

For purposes of this condition, the following definitions apply:

"City" shall be defined to include the City, its agents, officers, boards, commissions, committees, employees, and volunteers.

"Action" shall be defined to include suits, proceedings (including those held under alternative dispute resolution procedures), claims, or lawsuits. Actions includes actions, as defined herein, alleging failure to comply with any federal, state or local law.

Nothing in the definitions included in this paragraph are intended to limit the rights of the City or the obligations of the Applicant otherwise created by this condition.