

CONDITIONS OF APPROVAL

Density Bonus 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,” and attached to the subject case file. No change to the plans will be made without prior review by the Department of City Planning 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 Los Angeles Municipal Code or the project conditions.
2. **Residential Density.** The project shall be limited to a maximum density of 11 dwelling units including Density Bonus Units.
3. **On-Site Restricted Affordable Units.** Two (2) units shall be reserved for Very Low Income Household Occupancy, as defined by California Government Code Section 65915 and by the Los Angeles Housing Department (LAHD). In the event the SB 8 Replacement Unit condition number 5 below requires additional affordable units or more restrictive affordability levels, the most restrictive requirements shall prevail.
4. **Changes in Restricted Units.** Deviations that change the composition of units shall be consistent with LAMC Section 12.22 A.25 (9a-d) and State Density Bonus Law (Government Code Section 65915).
5. **SB 8 Replacement Units (California Government Code Section 66300 et seq.)** The project shall be required to comply with the Replacement Unit Determination (RUD) letter, dated July 18, 2023, to the satisfaction of LAHD. The most restrictive affordability levels shall be followed in the covenant. In the event the On-site Restricted Affordable Units condition requires additional affordable units or more restrictive affordability levels, the most restrictive requirements shall prevail.
6. **Housing Requirements.** Prior to issuance of a building permit, the owner shall execute a covenant to the satisfaction of LAHD to make two (2) units available to Very Low Income Households, or equal to 38 percent of the project’s proposed residential density allowed, for sale or rental, as determined to be affordable to such households by LAHD for a period of 55 years. In the event the applicant reduces the proposed density of the project, the number of required reserved on-site Restricted Units may be adjusted, consistent with LAMC Section 12.22 A.25, to the satisfaction of LAHD. Enforcement of the terms of said covenant shall be the responsibility of LAHD. The applicant shall submit a copy of the recorded covenant to the Department of City Planning for inclusion in this file. The project shall comply with the Guidelines for the Affordable Housing Incentives Program adopted by the City Planning Commission and with any monitoring requirements established by the LAHD.

Unless otherwise required by state or federal law, the project shall provide an onsite building manager’s unit, which the owner shall designate in the covenant. The Owner may not use an affordable restricted unit for the manager’s unit.

7. **Floor Area Ratio (FAR) (On-Menu).** The project shall be limited to a maximum FAR of 3.66:1.
8. **Height (On-Menu).** The project shall be limited to 56 feet in building height.
9. **Front Yard Setback (Off-Menu).** The project shall observe a 11-foot – 7-inch front yard setback along the Ohio Avenue frontage.

10. **Front Yard Setback (Waiver).** The project shall observe a 10-foot front yard setback along the Wilkins Avenue frontage.
11. **Open Space (Waiver).** A minimum of 1,111 square feet (28 percent) of required open space shall be located at ground level.
12. **Parking Per AB 2097.** The project shall be permitted to provide a minimum of zero automobile parking spaces pursuant to AB 2097. Seven (7) automobile parking spaces are provided.

Project Permit Compliance Conditions

13. **Open Space.** The open space shall meet all other requirements of the Westwood Community Multi-Family Specific Plan.
 - a. A minimum of 3,850 square feet of open space shall be provided as depicted on Sheets A-01.1 and A-01.6 of Exhibit "A".
 - b. A minimum of 50 percent of total required open space shall be landscaped as depicted on Sheets A-01.6 and LP-1 of Exhibit "A".
 - c. Paved areas shall consist of stamped concrete, tile, and/or brick pavers as depicted on Sheets A-01.6 and LP-1 of Exhibit "A".
 - d. No more than 50 percent of the required front yards shall count towards the open space requirement as depicted on Sheets A-01.1 and A-01.6 of Exhibit "A".
 - e. Required side yards shall not be counted toward the open space requirements.
 - f. The provided Open Space and Landscaping shall be consistent with Sheets A-01.1, A-01.6, LP-1, LP-2, LP-3, LP-4, and LP-5 of Exhibit "A".
14. **Street Trees.** Street Trees shall be provided to the satisfaction of the Urban Forestry Division of the Bureau of Street Services and shall be planted at a minimum ratio of at least one for every 30 lineal feet of street frontage abutting a project. Street Trees shall be at least 12 feet in height and not less than three inches in caliper at the time of planting.
15. **Screening.** As depicted on Sheet A-05.6 of Exhibit "A", all structures on the roof, such as air conditioning units, antennae, and other equipment, except solar panels, shall be fully screened from view from any adjacent properties, as seen from the grade.

Conditional Use Conditions

16. **Lighting Design.** Areas where nighttime uses are located shall be maintained to provide sufficient illumination of the immediate environment so as to render objects or persons clearly visible for the safety of the public and emergency response personnel. All pedestrian walkways, storefront entrances, and vehicular access ways shall be illuminated with lighting fixtures. Lighting fixtures shall be harmonious with the building design. Wall mounted lighting fixtures to accent and complement architectural details at night shall be installed on the building to provide illumination to pedestrians and motorists.
17. **Heat Island Effect.** To reduce the heat island effect, a minimum of 50 percent of the area of pathways, patios, driveways or other paved areas shall use materials with a minimum initial

Solar Reflectance value of 0.35 in accordance with ASTM (American Society of Testing Materials) standards.

18. **Electric Vehicle Parking.** All electric vehicle charging spaces (EV Spaces) and electric vehicle charging stations (EVCS) shall comply with the regulations outlined in Sections 99.04.106 and 99.05.106 of Article 9, Chapter IX of the LAMC.
19. Any parking spaces provided above LAMC requirements shall be provided with EV chargers to immediately accommodate electric vehicles within the parking areas.
20. **Unbundled Parking.** Residential parking shall be unbundled from the cost of the rental units, with the exception of parking for Restricted Affordable Units.
21. **Landscape Plan.** Revised landscape plans shall be submitted to show the size and location of all plants. The landscape plan shall indicate landscape points for the Project as required by LAMC 12.40 and Landscape Ordinance Guidelines "O". All open areas not used for buildings, driveways, parking areas, recreational facilities or walks shall be 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. The final landscape plan shall be in substantial conformance with the submitted Landscape Plan, Exhibit "A," and shall incorporate any modifications required as a result of this grant.
22. **Soil Depths.** Shrubs, perennials, and groundcover shall require a minimum soil depth as follows, based on height or canopy at maturity:
 - a. For heights of less than 1-foot, the minimum soil depth shall be 18-inches.
 - b. For heights ranging from 1-foot to 8-feet, the minimum soil depth shall be 24-inches.
 - c. For heights ranging from 9-feet to 15-feet, the minimum soil depth shall be 36-inches.
 - d. For heights ranging from 15-feet to 40-feet, the minimum soil depth shall be 42-inches.

Trees shall require a 42 inch minimum soil depth.

Further, the minimum amount of soil volume for tree wells on the rooftop or any above grade open spaces shall be based on the size of the tree at maturity:

 - e. 220 cubic feet for trees with a canopy diameter ranging from 15 to 19 feet.
 - f. 400 cubic feet for trees with a canopy diameter ranging from 20 to 24 feet.
 - g. 620 cubic feet for trees with a canopy diameter ranging from 25 to 29 feet.
 - a. 900 cubic feet for trees with a canopy diameter ranging from 30 to 34 feet
23. **Solar and Electric Generator.** Generators used during the construction process shall be electric or solar powered. Solar generator and electric generator equipment shall be located as far away from sensitive uses as feasible. Where power poles are available, electricity from power poles and/or solar-powered generators rather than temporary diesel or gasoline generators shall be used during construction.
24. **Solar-ready Buildings.** The Project shall comply with the Los Angeles Municipal Green Building Code, Section 99.05.211, to the satisfaction of the Department of Building and Safety.
25. **Signage.** There shall be no off-site commercial signage on construction fencing during construction.

26. **Windows.** The project shall use “bird protection glass”, such as non-reflective darker tinted glass (i.e. “Ornilux”), specifically designed to help prevent bird strike deaths.

Administrative Conditions

27. **Final Plans.** Prior to the issuance of any building permits for the project by the Department of Building and Safety, the applicant shall submit all final construction plans that are awaiting issuance of a building permit by the Department of Building and Safety for final review and approval by the Department of City Planning. All plans that are awaiting issuance of a building permit by the Department of Building and Safety shall be stamped by Department of City Planning staff “Plans Approved”. A copy of the Plans Approved, supplied by the applicant, shall be retained in the subject case file.
28. **Notations on Plans.** Plans submitted to the Department of Building and Safety, for the purpose of processing a building permit application shall include all of the Conditions of Approval herein attached as a cover sheet, and shall include any modifications or notations required herein.
29. **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.
30. **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.
31. **Department of Building and Safety.** The granting of this determination by the Director of Planning does not in any way indicate full compliance with applicable provisions of the Los Angeles Municipal Code Chapter IX (Building Code). Any corrections and/or modifications to plans made subsequent to this determination by a Department of Building and Safety Plan Check Engineer that affect any part of the exterior design or appearance of the project as approved by the Director, and which are deemed necessary by the Department of Building and Safety for Building Code compliance, shall require a referral of the revised plans back to the Department of City Planning for additional review and sign-off prior to the issuance of any permit in connection with those plans.
32. **Condition Compliance.** Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Department of City Planning.
33. **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 shall run with the land and shall be binding on any subsequent property owners, heirs or assign. The agreement must 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.
34. **Indemnification and Reimbursement of Litigation Costs.**

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, in whole or in part, 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, in whole or in part, 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.