

CONDITIONS OF APPROVAL

(As Modified by the Central Area Planning Commission at its meeting on April 14, 2026)

Upon the following additional terms and conditions:

1. All other use, height and area regulations of the Municipal Code and all other applicable government/regulatory agencies shall be strictly complied with in the development and use of the property, except as such regulations are herein specifically varied or required.
2. The use and development of the property shall be in substantial conformance with the plot plan submitted with the application and marked Exhibit "A", except as may be revised as a result of this action.
3. 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 Zoning Administrator to impose additional corrective Conditions, if, in the Administrator's opinion, such Conditions are proven necessary for the protection of persons in the neighborhood or occupants of adjacent property.
4. All graffiti on the site shall be removed or painted over to match the color of the surface to which it is applied within 24 hours of its occurrence.
5. A copy of the first page of this grant and all Conditions and/or any subsequent appeal of this grant and its resultant Conditions and/or letters of clarification shall be printed on the building plans submitted to the Development Services Center and the Department of Building and Safety for purposes of having a building permit issued.
6. Within 30 days of the effective date of this grant, a covenant acknowledging and agreeing to comply with all the terms and conditions established herein shall be recorded in the County Recorder's Office. The agreement (standard covenant and agreement form CP-6770) shall run with the land and shall be binding on any subsequent owners, heirs or assigns. The agreement with the conditions attached must be submitted to the Development Services Center for approval before being recorded. After recordation, a certified copy bearing the Recorder's number and date shall be provided to the Development Services Center for inclusion in the case file.
7. Approved herein is the construction, use, and maintenance of a new two-story, approximately 2,338 square-foot single-family residence with an attached two-car garage, swimming pool, spa and two freestanding retaining walls, on an approximately 5,625-square-foot lot, fronting on North Stanley Hills Drive, a Substandard Hillside Limited Street, without providing a continuous 20-foot continuous paved roadway from the driveway apron to the boundary of the Hillside Area.

8. The applicant shall obtain all necessary permits from the Bureau of Engineering (BOE) to complete the street improvements of the Adjacent Minimum Roadway along the frontage of the subject property on Stanley Hills Drive to the satisfaction of BOE prior to the construction of the proposed dwelling unit.
9. Prior to the issuance of a grading permit, a cash bond shall be posted to the satisfaction of the BOE to guarantee that any damage incurred to roadways (sections of the roadways is to be determined by the City Engineer), which may result from any construction activity on the site, is properly repaired by the applicant. Any damage incurred to the roadways which may result from any construction activity on the site, shall be properly repaired by the applicant to the satisfaction of the Bureau of Engineering. The applicant is hereby advised to obtain all necessary permits to facilitate this construction/repair.
10. Parking shall be subject to the determination of the Department of Building and Safety. No variance from the parking requirements has been granted herein.
11. No other deviations have been requested from any other applicable provisions of the Hillside regulations (Section 12.21 C.10 of the LAMC). All applicable provisions shall be observed.
12. Prior to the sign-off of plans by the Development Services Center, the applicant shall submit the plans for review and approval to the Fire Department. Said Department's approval shall be included in the plans submitted to the Development Services Center.
 - a. Prior to the issuance of building permits, the Applicant shall demonstrate compliance with Public Resources Code Section 4290 and its implementing regulations in Title 14, Division 1.5, Chapter 7, Subdivision 2 (State Minimum Fire Safe Regulations) and Chapter 7 of the California Building Code.
13. The project shall comply with all the conditions required in the Department of Building and Safety Geology and Soils Approval Letter dated April 30, 2025 (Log #132769). All conditions shall be printed on the plans submitted to the Development Services Center for plan check.
14. Prior to the clearance of the building permit, the applicant shall submit a landscape plan to the Development Services Center for review and approval. The Plan shall contain drought tolerant and/or native plants that are fire retardant and erosion controlling.
15. The applicant shall incorporate a sprinkler system throughout the interior of the proposed house.
16. Outdoor lighting shall be designed and installed with shielding, so that any outdoor light is low-lit and ~~the light~~ does not overflow into adjacent residential properties

nor disturb nocturnal wildlife.

17. Excess exterior illumination of the site through the use of flood lights and/or similar lighting devices is strictly prohibited after 6:00 p.m. on any day of the week.
18. There shall be no air conditioning units or other similar items located on the roof of the project in order to minimize visual and aesthetic impacts.
19. The applicant shall identify a construction manager and provide a telephone number for any inquiries or complaints from residents regarding construction activities. Prior to commencement of site excavation and construction activities, the phone number and the name of the contact person shall be provided to the property owners/residents on the adjoining properties. The contact information shall be posted on the site so that it is visible to any interested party. Contractor foreman or construction supervisor is to respond within 24 hours.
20. The project owner is fully responsible and shall ensure the project contractor and crew, read, fully understand and comply with all conditions imposed by the Hillside Development Construction Traffic Management Plan Traffic plan reviewed and approved by the Los Angeles Department of Transportation (LADOT) on June 23, 2025, during all applicable demolition, grading and construction phases of the project. Should this grant contain more restrictive conditions, the project personnel comply with the more restrictive conditions.
21. Construction activity shall be limited to Monday through Friday, between the hours of 8:00 a.m. to 6:00 p.m. Exterior construction work at any other time is strictly prohibited. However, interior construction work may be conducted on Saturdays between the hours of 8:00 a.m. to 6:00 p.m.
22. Construction activities shall be scheduled so as to avoid operating several pieces of equipment simultaneously, which causes high noise levels.
23. Flag person(s) shall be required for all project sites. Flag persons with radio control and warning signs shall be in compliance with the latest edition of the "Work Area Traffic Control Handbook." Flag persons provided at the job site shall assist trucks in and out of the project area.
24. All debris, trash and waste generated by the construction, including but not limited to building material remnants, removed weeds or dirt, food or drinks consumed by workers, etc., must be removed from the site or kept in a covered, trash receptacle on the property. Any trash stored on site must be removed at least once per week, or whenever the storage receptacle is full, whichever is sooner.
25. The project shall comply with the City of Los Angeles Noise Ordinance Nos. 144,331 and 161,574, and any subsequent ordinances, which prohibit the emission or creation of noise beyond certain levels at adjacent uses unless technically infeasible.

26. No parking shall be permitted on the street during Red Flag Days in compliance with the "Los Angeles Fire Department Red Flag No Parking" program.
27. Prior to the issuance of any permit for the demolition or alteration of the existing structure(s), the applicant shall provide a letter to the Department of Building and Safety from a qualified asbestos abatement consultant indicating that no Asbestos-Containing Materials {ACM} are present in the building. If ACMs are found to be present, it will need to be abated in compliance with the South Coast Air Quality Management District's Rule 1403 as well as all other state and federal rules and regulations.

28. **INDEMNIFICATION AND REIMBURSEMENT OF LITIGATION COSTS.**

Applicant shall do all of the following:

- a. 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.
- b. 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.
- c. 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).
- d. 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).
- e. If the City determines it is 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.