

MT. JUDAH CONDOMINIUM OWNERS ASSOCIATION

ARCHITECTURAL MODIFICATION OR IMPROVEMENT APPLICATION

Unit Owner: _____

Property Address: _____

Work Phone: _____ Home Phone: _____

Mailing Address: _____

Email Address: _____

What type of work does your proposal include? Please check at least one of the following:

Electrical Plumbing HVAC Lighting Flooring Architectural

Other (Please Specify): _____

1. Please provide a brief description of the requested modification or improvement*: _____

Color : _____

Construction Materials: _____

2. Please describe any work that will affect the common elements (i.e. electrical, plumbing, HVAC): _____

3. If the changes will affect the exterior or be visible from the exterior, attach a list of materials and colors to be used.

***NOTE: A detailed, to scale drawing of proposed improvements must be attached to the application. Drawings shall include description of current items that will or may be affected by the proposed changes. Drawings should be in sufficient detail for the Association to understand the design intent, and all proposed materials.**

4. Please provide the name and address of the contractor who is to perform this work:

Contractor: _____

NOTE: Contractor shall be licensed in the state of California and shall provide evidence of worker's compensation and liability coverage, naming Mt. Judah Condominium Association as additionally insured. A copy of the certificates of insurance shall be attached to this form.

Anticipated Start Date: _____ Estimated Completion Date: _____

The owner/applicant is solely responsible for complying with all building codes and regulations and locating their improvements so as to adhere to all property boundaries. Approval of a plan by the Board or Architectural Committee shall NOT be construed as an expressed opinion as to compliance with any building codes or regulations or the placement of improvements in adherence to property boundaries. Unless otherwise stated in the remarks below, all improvements must comply with all of the provisions of the Restrictive Covenants.

I have read the deed restrictions, rules and regulations of the Mt. Judah Condominium Association and agree to abide by the same. No work shall commence without the written approval of the Architectural Review Committee.

I hereby request approval of the above referenced planned improvement, If approved, I agree to build in accordance with this application and the attached plans and specifications.

Hold Harmless Acknowledgement

I hereby agree to indemnify and hold harmless the Association, its unit owners, the Board of Directors, the Architectural Review Committee (herein after referred to as the ARC), and the Management Company from all loss, damage, liability, judgements, court costs, attorney fees, interest or any other costs, penalties arising out of this change or improvement, or in any way connected with, the performance of the duties of the ARC.

I agree to hold harmless the Board of Directors and/or Architectural Review Committee in their review of any matter submitted to such Committee. Neither the ARC nor the Board of Directors is responsible for passing on safety, whether structural or otherwise, on conformance with building codes or other governmental laws and regulations, nor shall any Committee's approval of an improvement of property be deemed approval of such matters.

Other Conditions

1. I will pay for and secure any/all necessary licenses and permits may be required by law and will not start on the improvement until I have obtained all required approvals and permits. Approval of the improvement or change by the Association DOES NOT constitute approval by local governmental entities, including but not limited to local building or zoning departments; nor drainage design, nor structural soundness.
2. I will be responsible for future maintenance and repairs of the improvement or change. The Association will NOT maintain the improvement or change, nor with the Association be responsible for repairing any damage to the improvement or change, nor any damage caused as a result of the improvement or change. In the event the construction of the requested improvement or change causes damage to any other property within the community, I will bear the full responsibility for that damage. **It is the unit owners responsibility to protect the elevator, corridors and any other area that might be affected. 24 hour notice to Manager is required for elevator pad installation. Contact Manager at 530-426-6790.**
3. All work to be completed by a licensed and insured contractor.
4. I hereby agree to be responsible for immediate, proper disposal of any/all trash, debris, material, etc. generated as a result of the work. Use of Association trash receptacles is prohibited. If contractors do not remove all debris and materials, I will be responsible for any disposal fees assessed by the Association. Clean up of all tools and equipment must be performed offsite including cleaning of paint brushes, rollers and wash buckets.
5. All work shall be done between 8:00 am and 6:00 pm Monday through Friday, and between 9:00 am and 6:00 pm on Saturday, no work is allowed on Sundays.
6. Materials may not be placed or stored on common area property at any time or any area that is visible from the road. This includes, but is not limited to stones, wood, tile or carpet, etc.

7. All applications, denied or approved, are further subject to the Association governing documents: Declaration of Covenants, Conditions and Restrictions, By-Laws and Articles of Incorporation. Any improvement which, although mistakenly approved by the Board of Directors and/or ARC, is in contravention of a provision of the Declaration, Rules and Regulations or any governmental code, regulation, statute or ordinance is deemed denied regardless of the consent previously given and such consent shall not be a waiver of the Association's right to enforce said covenant, rule or regulation as if the request had been denied.
8. I must contact the Association for a final inspection when the improvement or change is complete and I authorize entry into my property for purposes of enforcement of this application and inspection. Failure to notify the ARC or refusal to allow inspection shall result in the withdrawal of the ARC's approval of my request.
9. I will be responsible for the Association's reasonable attorney fees and costs related to my failure to obtain approval or to properly complete the improvement regardless of whether my request or application is later approved.
10. The Association may request additional information relating to my improvement prior to approving this request and/or prior to the completion of the improvement and I will immediately comply with any such request(s). Failure to comply shall result in the withdrawal of the ARC approval, if previously granted, and waiver of any time limits imposed on the Association.
11. If the improvement as built or completed does not conform to the improvement as approved by the ARC, upon written request of the ARC, I will at my own expense and cost, promptly restore the property to it's original condition as existed prior to commencement of the improvement.
12. I hereby agree and understand that this Application shall be binding on all successors, devisees, heirs, assignees, and transferees on my property. I further agree to inform them of the terms and conditions contained in this application.

Signature of Property Owner: _____ **DATE** _____

Architectural Review Committee Action

Date Received: _____ **Date Reviewed:** _____

_____ **Approved as Submitted:**

_____ **Approved Subject to:** _____

_____ **Denied for the following reasons:** _____

Architectural Review Committee Chairman Signature: _____

Print Name: _____ **Date:** _____

Final Inspection Signature: _____ **Date:** _____