

Application for Leave to Install Architectural Improvement

TO: Village Towns Homeowners Association
c/o Community Management
P.O. Box 571885
Salt Lake City, Utah 84157

DATE: _____

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The undersigned Unit Owner at Village Towns represents and warrants to the Village Towns Homeowners Association and Management Committee the following:

- 1) That he/she desires to install an Architectural Improvement to the exterior of Unit # _____ consisting of the following:

- 2) That he/she has read and understands the Standards and Guidelines for Architectural Improvements at Village Towns, and the "Release, Waiver & Indemnity" Agreement, and agrees to be subject to and bound thereby.

Dated this _____ day of _____, 20____

Name of Unit Owner: _____ Unit # _____

Signature of Unit Owner: _____ Phone # _____

- 3) The following licensed contractor will install the Improvement described above:

Contractor Name/Company: _____ Phone # _____

Address: _____

Proposed Start Date: _____ Proposed Completion Date: _____ (must be within six months)

- 4) A copy of the contractor's proof of insurance is attached in the form of a certificate of insurance evidencing the following minimum coverage amounts: \$50,000 liability, \$50,000 fire and casualty, and Worker's Compensation coverage.
- 5) A copy of the contractor's building permit for this Improvement is attached, if applicable.
- 6) The "Release, Waiver & Indemnity" Agreement has been signed.
- 7) Application approval is non-transferable.
- 8) This Improvement must be completed within six months of the approval date or the date specified for work to begin on. If it is not completed within that time frame, and the Homeowners Association deems it necessary, the HOA may complete the Improvement and file a lien on the unit for the cost of the completion.
- 9) Upon approval, if the work is not started within 90 days of the proposed start date, the approval is void and you must submit another Application for Leave to Install Architectural Improvement

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Approved by the Management Committee

Management Committee: _____

Dated this _____ day of _____, 20____

Approval Conditions

RELEASE, WAIVER & INDEMNITY AGREEMENT

In consideration of the Village Towns Homeowners Association and the Village Towns Management Committee's approval of the undersigned's Application to Install Architectural Improvements, the undersigned agrees:

- 1) The undersigned Unit Owner hereby releases the Village Towns Homeowners Association, Village Towns Management Committee, and all other Unit Owners at Village Towns of any and all liability, loss or damage he/she may suffer as a result of claims, demands, costs, or judgements against the undersigned arising out of or caused by the installation, maintenance or removal of the Architectural Improvement described below.

Description of Improvement:

- 2) The undersigned Unit Owner hereby waives any and all claims he/she may have against the Village Towns Homeowners Association, Village Towns Management Committee, and all other Unit Owners at Village Towns for any and all liability, loss, or damage he/she may suffer as a result of any claims, demands, costs, or judgements against them caused by or arising out of the installation, maintenance, or removal of the Architectural Improvement described above.
- 3) The undersigned Unit Owner hereby indemnifies any and all claims he/she may have against the Village Towns Homeowners Association, Village Towns Management Committee, and all other Unit Owners at Village Towns for any and all liability, loss, or damage he/she may suffer as a result of any claims, demands, costs, or judgements against them caused by or arising out of the installation, maintenance, or removal of the Architectural Improvement described above; and the undersigned agrees to and shall pay on their behalf all sums which they shall become legally obligated to pay as damages; and the undersigned agrees to and shall hire competent legal counsel, pay court costs and defend any suit against them alleging damages arising out of or caused by the installation, maintenance, or removal of the Architectural Improvement described above.

Dated this _____ day of _____, 20_____

Name of Unit Owner: _____ Unit # _____

Signature of Unit Owner: _____