

Mulholland Heights

HOMEOWNERS ASSOCIATION

c/o HOA Organizers, 7100 Hayvenhurst Avenue, Penthouse D, Lake Balboa, CA 91406
Office 818 778- 3331 Fax 818 286- 9434

APPLICATION FOR ARCHITECTURAL MODIFICATION

NAME: _____ PHONE: _____

ADDRESS: _____

Please describe, in detail, the proposed modification. Please include color samples where applicable, dimensions, location of improvement, storage of materials during modification, estimated start and completion date and any other information that may be relevant. Please attach appropriate permits where applicable. PLEASE SUBMIT THREE COPIES OF ALL PLANS.

Neighbor Advisement: (Adjacent neighbors) Approve: _____ Disapprove: _____

Name/Address: _____ Signature Required: _____

Neighbor Advisement: (Adjacent neighbors) Approve: _____ Disapprove: _____

Name/Address: _____ Signature Required: _____

I hereby acknowledge that I will construct and maintain the proposed modification in accordance with this proposal, and that I will reimburse the Association for any and all expenses incurred as a result of this proposed modification.

Signature: _____ Date: _____

FOR ARCHITECTURAL COMMITTEE USE ONLY

Date received: _____ Decision Date: _____

Recommendation: Approve: _____ Disapprove: _____

Conditions of Approval or Reason for Disapproval:

Signature of Representative : _____

CONDITIONS OF APPROVAL

1. The Mulholland Heights Homeowners Association ("HOA") shall bear no responsibility for performing, or paying for, any of the proposed work or improvements. Further, the owner(s) shall reimburse the HOA for any and all costs to repair or replace any sprinklers (or any other property owned or maintained by the HOA) which may be damaged as a result of the proposed work or improvements.
2. The proposed work or improvements shall be constructed by the owner(s) of the property in a good and workmanlike manner, and in full compliance with (i) the approved plans and drawings, (ii) the requirements set forth herein, (iii) all applicable statutes, laws, ordinances, codes and other governmental requirements, (iv) the CC&R's for the property, and (v) the HOA's rules and regulations. The HOA's review and approval of the plans, or any other submission by the owner(s), shall create no responsibility or liability on the part of the HOA for such compliance or for their completeness or design sufficiency.
3. The HOA's approval of the proposed work or improvements, or the plans relating thereto, shall in no way be deemed to be any acceptance or approval of any element contained therein which is in violation of any applicable governmental requirements, the CC&R's or the HOA's rules and regulations. Where more than one set of standards must be met, the strictest shall apply if not otherwise prohibited.
4. All construction shall be performed in a diligent manner and so as to avoid unreasonable interference with the use and enjoyment of all neighboring properties.
5. The owner(s) shall maintain all required insurance in connection with performing the work or improvements.
6. The owner(s) shall use only new first-class materials, except where explicitly shown in the plans.
7. The owner(s) shall indemnify, defend and hold the HOA and its property management company, and their respective owners, directors, officers, employees, agents, advisors and consultants, harmless from and against any and all losses, claims, damages or liabilities (including attorneys' fees) arising out of or related to these Conditions of Approval or the proposed work or improvements (including, without limitation, any negligent review and/or approval of the design, construction or maintenance of the work or improvements).

Acknowledged and agreed to by the owner(s) as of _____

Print Name: _____

Print Name: _____