

PEPPER TOWNEHOMES ASSOCIATION
APPLICATION FOR ARCHITECTURAL APPROVAL OF RETRO-FIT WINDOWS

OWNER INFORMATION (PLEASE PRINT):

OWNER'S NAME: _____ LOT # _____
UNIT ADDRESS: _____ PHONE # _____

I would like to request approval to install **RETRO-FIT WINDOWS** as described below:

SPECIFICS OF WINDOWS AND INSTALLATION:

1. The proposed windows shall be of the type and style shown on the **ATTACHED PHOTOGRAPH**. (Please attach a photo of your proposed retro-fit windows)
2. The windows do not need to be a specific brand however they must adhere to the following guidelines:
 - Windows **must** have white trim
 - Windows **may not** have grids or grilles
 - Windows must be **retro-fitted into the existing frame** (unless specifically approved by the Board of Directors)
3. I understand the windows are to be installed by a licensed, certified and insured window installer. (Please provide licensing and insurance information with this application)
4. Retro-fit windows must include a lifetime warranty on installation.
5. An Application for Architectural Approval must be submitted and approved by the Board of Directors **PRIOR** to installation.

Homeowners' signature: _____ Date _____

NOTE: It is required that signatures be obtained from neighbors on each side of the lot being improved BEFORE the Committee will review this document.

Name	Address
_____	_____
_____	_____

COMMITTEE APPROVAL:

Approval is subject to the retro-fit windows being installed at this location:

Committee Approval: _____, Architectural Committee Chairman

Approval Date: _____

Failure to complete the work authorized in this application within 60 days from the date of approval shall cause the application to expire, and the owner shall be required to resubmit the application.

**PEPPER TOWNEHOMES ASSOCIATION
ADDENDUM TO APPLICATION FOR APPROVAL OF
PROPOSED IMPROVEMENTS**

If approval is granted by the Board of Directors of Pepper Townehomes Association, I/we plan to remodel our unit located at _____, Santee, California, in accordance with the plans submitted herewith and as approved by the Board.

As a condition for the approval of the Board of Directors and in consideration therefore, I/we agree to all of the following:

1. I/we will obtain all required governmental approvals and permits prior to beginning construction.
2. I/we agree that if, as a result of the work performed, any damage occurs to another unit, the common areas or any structural component of the building, or if the structural integrity of the building is affected in any way, I/we will pay for all costs and expenses incurred by any person or entity, including Pepper Townehomes Association, to repair any damage that occurs.
3. I/we agree to provide the Association with a copy of the fully executed final building inspection in every case where a building permit is required for the work.
4. After consultation with experts, it is the understanding of the Association that owners may not increase their fee title ownership beyond that obtained when property was purchased. Present owners are advised to consult with experts of their choice before commencing construction to determine the precise property rights they will have with respect to the addition and whether title insurance can be obtained. The Association has made no express or implied warranties/representations with regard to the title of property rights that will attach to the proposed addition.
5. I/we agree to defend, indemnify and hold harmless, Pepper Townehomes Association and it's Directors, Officers, Members, Employees and Agents from any and all losses, claims, judgments, lawsuits, damages or other costs of whatever nature, including attorney's fees and court costs, that arise or occur at any time in the future as a result of the work of improvement that is the subject of this application, regardless of the basis of the loss, claim, judgment, lawsuit damage or other cost or expense. However, the owner(s) shall have no obligation to defend, indemnify or hold harmless the Association where the Association's sole negligence is the cause of the demand, claim and/or legal action.
6. I/we agree that I/we will complete and perform only the work of the improvement that is approved by the Board of Directors. I/we will not perform any work of improvement or otherwise which is not approved by the Board of Directors. I/we further agree to provide the Board of Directors, or its authorized representative, with access to the work of improvement at all reasonable times for the purpose of inspecting the work of improvement, both during and after construction, up to and including final inspection and approval by the Board. I/we will notify the Board of completion of the improvement within five (5) days after completion. I/we agree that this agreement shall bind me/us as well as all heirs, assigns, transferees, buyers and successors, and that this addendum shall be disclosed to the same prior to any transfer.
7. I/we have been notified and understand that the Casualty Insurance carried by the Association covers only the original construction. Any additions, alterations or upgrades are not covered. Where necessary, I/we agree it is my/our responsibility to consult our "Condo Insurance Agent" about obtaining coverage at my/our expense for these items.

I/we represent that I/we are all of the owners of the unit referenced above. Also, I/we represent that I/we have been advised to review this document with an attorney of our choice and I/we have done so or alternatively chosen not to do so prior to signing this addendum. This addendum is signed on the date(s) noted below in San Diego, California.

Dated: _____

Owner: _____

Dated: _____

Owner: _____