

**MOUNTAIN SHADOWS HOMEOWNERS' ASSOCIATION
ARCHITECTURAL APPLICATION**

DATE _____

UNIT ADDRESS _____

MAILING ADDRESS _____

UNIT PHONE NO. _____ HOME PHONE NO. _____

EMAIL: _____

REQUEST FOR: (Include exact specifications where applicable)

You are hereby advised that the following work is proposed, and approval is requested. Attached are sketches or drawings of the work to be completed including the location, types of materials, or equipment, model numbers, permit numbers if applicable, to be used are indicated on the drawings/plans.

++ If a licensed contractor is involved, please include the name, company, and license information.

Article 5 -Use Restrictions and Covenants

5.3 Granting Easements and License as stated in the Revised 2019 CCR'S are to be as followed:

5.3 (i) The Board of Directors shall have the authority to grant exclusive use easements over the Common Area for side and front yard patio extensions, consistent with the criteria enumerated below ("Board Authority"). The Board's Authority has been voted on and approved by an affirmative vote of 66 2/3rds% of a quorum of the voting power of the Association and, therefore, such exclusive use easements over portions of the Common Area for side and front yard patio extensions will require a zero percent (0%) further vote of the Owners. The criteria for such exclusive use easements over the Common Area are identified as follows:

1. Notwithstanding any non-exclusive use easement rights to the Common Area granted herein or by any deed or other conveyance, for Owners desiring side and front yard patio extensions into the Common Area, the Board of Directors shall have the authority consistent with any Architectural and Landscape guidelines approved by the Board of Directors from time to time ("Easement Area").

2. The Owners of the Units receiving the benefit of the easements ("Easement(s)") are solely responsible for the maintenance, repair and replacement of any improvements located within their respective Easement Area and, further, said Owner and their successors and assigns ("Easement Owner") shall and do hereby indemnify and agree to hold harmless the Association as well as past, present and future

directors, officers, volunteers, employees or agents of the Association against any and all liabilities, claims or judgments (including reasonable attorneys' fees and costs incurred in defending any such claim)s brought related to the use, maintenance and/or repair of the Easement Area or any improvement thereon by a third party and/or the Easement Owner. Except for the reimbursement to the Association for any and all costs incurred by the Association for the preparation of an Architectural Improvement Agreement/Exclusive Use Easement, there shall be no monetary consideration required to be paid by the Easement Owner to the Association for the Easement Area and the Easement Owner shall not be required to provide any insurance coverage to the Association for the exclusive use of the Easement Area (as defined below) and any and all grants of such Easements must be recorded in the Riverside County Recorder's Office to be effective.

Article 6 - Repair and Maintenance

6.6 Damage Caused by Owner or Item Under Control of Owner: Should any damage to the Common Area, Exclusive Use Common Area, or any Unit result from the conduct of any Owner, or such Owner's tenants, guests, invitees, pets or other person or entity deriving any interest through such Owner, or from any item the maintenance, repair or replacement of which an Owner is responsible, the cost of all repairs shall be borne solely by the culpable Owner.

I have reviewed a copy of the Architectural guidelines and the read the CCR'S Article 5- Use and Restrictions, Granting Easements and License and Article 6-Repair and Maintenance prior to this submission.

OWNER _____ SIGNATURE _____
(Please print)

The above request has been reviewed by the Architectural Committee and the Board of Directors and has been:

Approved _____ Rejected _____
Held pending further information _____

Comments _____

Date Reviewed _____ APPROVED _____

