

# SAMPLE ASSOCIATION

## ALTERATION, INSTALLATION, OR REPLACEMENT APPROVAL REQUEST

**Use this form to request approval for any alterations, installation, or replacement on the EXTERIOR of your Unit.**

Please note: While interior alterations do not require prior approval of the Board, the Association does maintain rights to ensure that anything visible from the exterior meets requirements for maintaining architectural uniformity and aesthetic quality standards (such as window and door coverings).

Requester's Name: \_\_\_\_\_

Requester's Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Address of Change (if different from above): \_\_\_\_\_

Provide a brief description of the alteration, installation, or replacement to be performed:  
(Include details such as colors and types of materials to be used and any impact to common or limited common element components.)

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**Attach any pertinent drawings, specifications, and/or plans to the Request.**

Estimated Start Date for work: \_\_\_\_\_

Estimated Completion Date: \_\_\_\_\_

Contractor's Name (if applicable): \_\_\_\_\_

Contractor's Address \_\_\_\_\_

Contractor's Phone Number \_\_\_\_\_

**Please note:**

Alteration, installation, or replacement may not be commenced until written approval is received from the Board of Directors or Management of the Association. The work must be completed as represented in this Request, or any subsequent changes required as a condition of approval.

The owner is responsible for obtaining, or ensuring that owner's contractor obtains, any required building permits. Permits and inspections reports will be made available to the Board and/or Management upon request.

The owner will be responsible for any costs associated with utility markings or modifications to utility lines that are required as part of the alteration, including but not limited to: irrigation, electrical, plumbing, gas, and communications.

The homeowner, not the Association, Board of Directors, nor Management Company, is responsible for:

- (1) the construction standards and specifications relating to the alterations, installation, or replacement work: and;
- (2) determining whether the alteration, installation, or replacement, violate any restrictions or requirements imposed by any government authority having jurisdiction over the unit.
- (3) Homeowner acknowledges sole responsibility for the alterations, installation, or replacement, and the property to which it is installed. Any future damage that is determined to be caused by the change is the responsibility of the current homeowner, or any future homeowner. The homeowner will be responsible for any and all expenses incurred by the Association due to the alteration, installation, or replacement, including but not limited to repair and upkeep that is not properly performed by the homeowner.

Unless otherwise noted, altered, installed, or replaced components are the responsibility of the homeowner, at their own expense, to maintain to Association standards. This includes routine maintenance as applicable for upkeep of the altered, installed, or replaced component so that it does not negatively impact the aesthetic appearance of the neighborhood. Unless the Association has accepted responsibility of the alteration in writing, the requesting homeowner further agrees:

- to return the property to the original state prior to the requested alteration, installation, or replacement at the homeowner's expense if the alteration is not maintained to the Association standards;
- to pay the Association any and all expenses incurred by the Association to return the alteration, installation, or replacement to its original state should the homeowner be unable or unwilling to maintain the alterations to Association standards;
- to disclose this agreement to any future buyer of the unit, and;
- to return the alteration, installation, or replacement to the original state, at the seller's expense, if the property is sold and the new owner indicates in writing to the Association prior to closing, that they do not wish to maintain the alteration to Association standards.

The owner shall hold harmless, indemnify, and defend the Association and its officers, directors, and agents from and against any expenses, claims, damages, losses or other liabilities, including without limitation to mechanic's liens, attorney's fees and costs of litigation incurred by the Association, arising out of:

- (1) any part of the alteration, installation, or replacement, which violates any governmental law, code, ordinance, or regulation;
- (2) the adequacy of the plans or specifications submitted by the owner in connection with this application; and
- (3) the workmanship of any alteration, installation, or replacement.
- (4) the payments of any costs associated with the alteration, installation, or replacement.

I have read these provisions and reviewed the pertinent governing documents, and if approval is granted by the Board, I agree to abide by the provisions above.

**Signature(s) of Requesting Owner(s):** \_\_\_\_\_

**Date:** \_\_\_\_\_

Please note: **Contractors are not allowed to put advertising signs on Common Property.**

If you have questions about completing this form, please contact the Association Manager at 651-429-2223.

Return application to:	SAMPLE HOA P.O. Box 270 Vadnais Heights, MN 55127
Or via email to:	INFO@ADVTM.COM

(BOARD USE ONLY)
<b>Approved By:</b> _____ <b>Date:</b> _____
Conditioned upon, or Rejected for, the following reasons:
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_____
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