

WILSHIRE HUNT CONDOMINIUM ASSOCIATION
ARCHITECTURAL CHANGE REQUEST FORM

Name of Applicant: _____ Date: _____

Unit Address: _____

Home Address, if different: _____

Best telephone to reach applicant during normal business hours: _____

Email: _____

Please note that the Board meets once per month and that your request will not be reviewed by the Board until the next scheduled Board meeting. Any change visible from the exterior must receive written approval before the change may be made.

Description of Proposed Changes or Modification:

Reason for Proposed Change or Modification:

***If additional space is needed, please attach a separate sheet.
Any sketch of the proposed alteration(s) must be drawn to scale on a separate sheet of paper, with all pertinent dimensions noted. You may want to attach the chosen contractor's proposal, if it will help to clarify what is being requested. Any approval or denial, or request for clarification will be mailed to the unit owner within a few business days, after a decision has been made.***

FOLLOWING REVIEW BY AND APPROVAL OF THE BOARD OF DIRECTORS, THE HOMEOWNER IS THEN ALSO RESPONSIBLE FOR COMPLYING WITH SOLEBURY TOWNSHIP BUILDING CODES AND OBTAINING ANY APPLICABLE PERMITS.

Mail to: **WILSHIRE HUNT CONDOMINIUM ASSOCIATION**
2860 Dekalb Pike, Suite 200, East Norriton, PA 19401
Email: syaeger@pencomanagement.com

PREPARED BY: Clemons Richter Walsh & Reiss, P.C.
107 East Oakland Avenue
Doylestown, PA 18901
(215) 348-1776

RETURN TO: Wilshire Hunt Condominium Association
2860 Dekalb Pike, Suite 200
East Norriton, PA 19401
(610) 358-5580

RELEASE AND INDEMNIFICATION AGREEMENT

This Agreement, made this, the _____ day of _____, 20____, by and between _____, individuals residing at _____
(hereinafter "Owner") and the Wilshire Hunt Condominium Association, (hereinafter "Association").

WHEREAS, Wilshire Hunt is a residential condominium consisting of 125 Units, created pursuant to a Declaration of Condominium duly recorded in the Office of the Recorder of Deeds of Bucks County in Deed Book 1185 at pages 2088 et seq. (the "Declaration").

WHEREAS, Wilshire Hunt Condominium is made subject to the Pennsylvania Uniform Condominium Act (68 PA C.S. §3101 et seq.) (the "Act") by Article I, Section 1.01 of the Declaration.

WHEREAS, Owner(s) is (are) the current record owner(s) of a property located within Wilshire Hunt, known as _____, New Hope, PA 18938, being Tax Map Parcel _____, be Deed recorded in the Office for the Recorder of Deeds for Bucks County in the Deed Book _____ at page _____.

WHEREAS, Owner desires to install a retractable awning on the Unit exterior wall over rear patio or deck, an attic ventilation fan on the Unit roof, and/or some other alteration that might cause a penetration through common elements; building components being among the responsibilities of the Association; and

WHEREAS, the Association hereby grants to Owner(s) permission to install, maintain, use, repair and replace said Improvements, subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, intending to be legally bound, the parties agree as follows:

1. Improvements

Owner will have the improvements, as more specifically described in Exhibit "A" (attached hereto and incorporated by reference) professionally installed on the exterior of his Unit by a reputable, licensed contractor. Installation of the Improvements must be in strict compliance with the specifications set forth in Exhibit "A"; and any deviation therefrom, whether for installation, use, maintenance, repair or replacement, requires the prior written approval of the Association.

2. Cost of Installation and Maintenance

The cost of the Improvements, the installation and the continued maintenance, use, repair and replacement thereof will be borne solely by the Owner. Payment is to be made to the contractor in full prior to the installation.

3. Owner's Covenants

Owner covenants and agrees as follows:

- (a) The Improvements will be professionally installed, by a reputable, licensed and insured contractor.
- (b) Owner agrees to pay for and be responsible for any damage caused to the Common Elements and or other Units or Unit Owner property in the process of installation, including but not limited to full restoration of lawn areas disturbed by the installation, and damage to any building or Unit components including but not limited to, roofing, soffits, drip edges, gutters, downspouts, siding, trim or windows.
- (c) Owner agrees, at his sole expense, to fully and properly maintain, use, repair and replace the Improvements. The Improvements shall at all times be kept neat, clean, and in good order and repair, condition and appearance.
- (d) Owner agrees to release, indemnify and hold harmless the Association, its members, managers, officials, agents, servants, employees and representatives, regardless of any negligence on their part, from any and all losses, damages, claims, demands, actions or causes of action, suits at law or in equity, judgments, liabilities or expense, including reasonable attorneys' fees, for injuries to any persons, including death, or damages to any and all property, (including the Unit, Common Elements or Limited Common Elements or other Unit(s)) including loss or destruction thereof, arising out of, or in any way connected with the installation, maintenance, use, repair or replacement of the Improvements.
- (e) In consideration of having been granted permission to install the improvements, Owner, on behalf of all successors, heirs and assigns, furthermore releases, indemnifies, and holds harmless the Association, its members, managers, officials, agents, servants, employees and representatives, regardless of any negligence on their part, from any maintenance or repair of the Unit wall, roof or other affected portion, which in the opinion of the Association, is caused by, or related in any way to the Improvements.

4. Binding Effect

Owner hereby covenants and agrees that this agreement shall be binding on the parties' heirs, successors and assigns.

5. Remedies

In the event Owner fails to properly install, use, maintain, repair, or replace the Improvements in accordance with the terms hereof, the Association may, after ten (10) days written notice to Owner (addressed to the Unit) cause the Improvements to be maintained, repaired, removed, or replaced, which decision shall be in the sole discretion of the Association. In such event, the cost of maintenance, repair, removal, or replacement of the Improvements, including the restoration of any disturbed areas, will be charged to Owner, and collected in the same manner as assessments.

Owners' obligations hereunder are subject to the Declaration, the Bylaws and the Rules, Regulations and Use Restrictions of the Association. Owner is liable for any and all costs, fines and fees, including attorneys' fees, incurred by the Association in connection with the enforcement of the terms and conditions of this agreement.

EXECUTED and DELIVERED on the date set forth above:

Unit Owner

Date

Unit Owner

Date

On behalf of the Wilshire Hunt Condominium Association,

Board President

Date