

This Permit shall be limited to the items specifically set forth and described herein, and is hereby granted upon the following terms and conditions. The violations thereof, deviations therefrom or non-compliance therewith will be grounds for the rescinding and revocation of the Permit hereby granted.

1. No tree, hedge or shrub shall be planted within twelve feet (12') of any street or four feet (4') of any equestrian trail, sidewalk or other walkway, driveway or easement so as to create a hazard by impairing the field-of-vision of any motorist, pedestrian or equestrian. No tree, hedge or shrub shall be permitted to encroach upon any street, equestrian trail, sidewalk or other walkway, driveway or easement from ground level to a height of ten feet (10') and through the full width of such street, driveway, walkway, equestrian trail or easement, edge-to-edge.
2. Any installation, improvement or modification, interior or exterior, must not alter existing construction design or the function thereof.
3. Any work done to Owner's home or on the common property shall be subject to all existing State, City County and Association laws, ordinances and regulations, which approvals/permits shall be obtained by Owner at Owner's sold cost and expense. This Permit is issued for the sole benefit of the Association to insure that the improvement or modification being contemplated herein meets the standards set by the Association in the CC&Rs, as they may be interpreted by the Board, and the design of the Development, and is not intended as a substitution for or alternative to any permits required in accordance with such State, City or County laws, ordinances and regulations.
4. All work will be subject to inspection prior to, during and/or following completion, by the Association. Owner, together with the contractor, will be held responsible for any deviations of the above and will be required to make any necessary corrections at Owner's expense.
5. By the execution and acceptance of this Permit, and the terms and conditions hereof, Owner acknowledges that he has been advised that the heretofore described improvement/modification, when completed, will not be the subject of any insurance coverage or loss prevention or indemnification coverage by the Association.
6. Owner hereby acknowledges that the responsibility to repair and maintain the heretofore described improvement/modification is the sole and complete responsibility of Owner and any and all future owners. If the unit is sold, it is Owner's responsibility to provide a copy of this Permit to the buyer.
7. Owner, by the execution and acceptance of this Permit has remised, released and forever discharged, and by these presents does remise, release and forever discharge said Association of and from all obligations, controversies, suits, actions, causes of actions, trespasses, variances, damages, claims or demands, in law or at equity, which against said Association the resident ever had, now has or hereafter can, shall or may, have, for, upon or by reason of any damage to the heretofore described improvement/modification occurring in any manner whatsoever.
8. Owner, by execution and acceptance of this Permit, further agrees to indemnify and hold said Association harmless from any and all obligations, controversies, suits, actions, causes of action, trespasses, variances, damages, claims or demands, in law or at equity, which any third party may assert against said Association as a result of the work or installation commenced or completed by Owner.
9. In the event any dispute, controversy or enforcement of this Permit should occur, the prevailing party in any such matter, whether determined by arbitration or litigation, shall be entitled to an award of reasonable attorney's fees in addition to any other relief granted.
10. It is understood and agreed that if construction of such improvement/modification shall not have been commenced within 24 months from the date of approval by the Association, or if the unit shall have been sold prior to commencement of such improvement/modification, then this Permit shall be deemed to have expired and Owner shall complete a new Request, subject to the standards, terms and conditions in effect at the time of such resubmission.

If the Association approves this Request, I agree to and accept this Permit upon the terms and conditions set forth hereinabove, which I have fully read and understand.

Signed: \_\_\_\_\_ ("Owner") Dated \_\_\_\_\_

DECISION BY BOARD OF DIRECTORS OF THE ASSOCIATION

Permit GRANTED \_\_\_\_\_ Conditions of Approval (if any) \_\_\_\_\_

Permit DENIED \_\_\_\_\_ Reason \_\_\_\_\_

Date \_\_\_\_\_ by \_\_\_\_\_ Director, for the Association

Date \_\_\_\_\_ by \_\_\_\_\_ Director, for the Association

Date \_\_\_\_\_ by \_\_\_\_\_ Director, for the Association

BOARD MEMBERS TO RETURN FORM TO WESTCOM FOR FINAL PROCESSING