

Re. Window Installation

Dear Board Members:

Please be advised that the undersigned unit owner(s) is requesting permission to make modifications and alterations on the following terms and conditions:

1. Windows and sliding glass doors must conform in color and style, including crosshatching, to other windows and doors within Mountainview East II.
2. If you want to replace windows, all windows on entire side of a unit must be replaced at the same time. Below is a diagram of the windows showing the present and future windows.

PRESENT

4	3	2
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FUTURE

2	2	1
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3. The undersigned will be allowed limited access to the common areas as required for the abovesaid modification to the common elements. Any damage done to the common element as a result the said modification shall be repaired by the undersigned's contractor at the expense of .the undersigned.
4. The undersigned will be held directly responsible for any damage caused as a result of the work performed in modifying the common elements.
5. The undersigned agrees to hold the Board of Managers and the Condominium harmless for any. damage, injury or other liability which may result from the existence, use or misuse of any work performed in modifying the common elements.
6. 6. The undersigned agrees to deposit with the Board of Managers the sum \$500.00 which shall be held in escrow in a non-interest bearing account, for a period of approximately two weeks after installation of windows and following an inspection to verify that no damage was caused to the common elements. Said sum shall be used to guarantee that all work done by and for the undersigned shall be done in a workman like manner and to insure against that may occur

as a result of said work. If there has been no damage to the common element, the Board shall return the said sum. In the event that the said modification causes damage in excess of \$500.00 the undersigned shall be liable for additional damages and the undersigned's liability shall not be limited to \$500.00.

7. The undersigned agrees to hold the Board harmless against all attorney's fees and court costs which may incur as a result of the actions of the undersigned or the undersigned's agents or contractors in pursuance of the work performed in modifying the common elements.
8. The undersigned agrees that all contractors working on the common elements in connection with the abovesaid modification, are working as the undersigned's agents and at the undersigned's request and that they are not acting as the agent of or as a contractor of the Board of Managers or the Condominium in any manner whatsoever.
9. The undersigned agrees to have all work comply with all applicable Federal, State and local laws to obtain all necessary licenses and/or permits.
10. The undersigned agrees to attempt to have work done in a manner so as not to inconvenience other Unit Owners.
11. It is hereby agreed to that all materials used for the purpose of the abovesaid modification or left as a result of the modification shall be removed from the common elements immediately after the completion of the work performed. If this is not done, the Board shall cause the debris and materials removed and the cost thereof shall be deducted from the funds in escrow. In compliance with the rules and regulations of Mountainview East II, material may not be placed in condominium dumpsters.
12. This agreement shall be assigned to any successor, heir, assignee or purchaser and such successor, heir, assignee or purchaser shall assume liability under this agreement, but under no circumstances shall the undersigned be relieved of legal responsibility. It shall be the undersigned's responsibility to make the assignment of this agreement.
13. The undersigned represents that _____
located at _____
_____ shall be the contractor used for this job and shall supply the Condominium with a certificate of insurance naming Mountainview East II as insured.
14. The undersigned acknowledges that any consent or approval given by the Board of Managers may be amended or repealed at any time by the resolution

of the Board of Managers. A violation of any terms herein by the undersigned shall cause an immediate termination of the approvals contained herein.

- 15. The failure of the Board of Managers to act pursuant to the terms of this agreement shall not be deemed a waiver of any of its rights hereunder or as set forth in the By-Laws and Declaration of the Condominium.
- 16. The original drip cap must not be removed.

Unit Owner:

Unit Owner Unit Number:

approved & accepted by
Board of Managers
Mountainview East II Condominium

by:

Title:

Date: _____