

MAGNOLIA HOMEOWNERS ASSOCIATION

ARCHITECTURAL CHANGE REQUEST

Application of Proposed Improvements

Please submit this request to the Board of Directors, and allow at least (30) days to receive a written response on this request. Approval must be granted, in writing, prior to the commencement of any requested improvement or change. Permission must be granted by a majority of the Board of Directors in writing by signing the application form.

Should any work be completed without the Board of Directors approval, the work can be required to be removed at the expense of the homeowner.

To: Board of Directors,

I hereby request approval for the following improvements to my unit.

Homeowner: _____

Address: _____

Phone: _____ Email: _____

Proposed date of Construction: _____

Contractor Name: _____ Business License and Insurance copy from Contractor () Yes Included
No Contractor please indicate () No Contractor

(Describe the proposed improvements, and attach any documentation showing the type of construction, dimensions, color and types of materials and the location on the lot of the requested improvements.)

It is understood that the homeowner is responsible for any damage done. This includes damages to personal property of requesting homeowner, as well and any homeowners who may be affected by the requested improvements to include common area or during or after construction improvements. Building permits must be obtained if required and comply with current city and county building codes. This statement is understood and asserts the requesting homeowner has current homeowners' policy and is contracting with licensed and bonded contractors, and agreed upon. The Homeowner assumes all financial responsibility for any damages that could potentially occur and holds The Magnolia HOA harmless. It is further understood that the responsibility of the unit owner to maintain the improvements at standards set by the Association.

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Please have both neighbors sign below that they have been made aware that you will be requesting to complete this project at your unit. (Your neighbors do not approve or deny your request, but must be made aware of pending improvement noise and additional issues that could arise.)

Neighbor 1 _____

Neighbor 2 _____

Board of Directors: Action

Approved

Declined

Additional information requested

Comments: _____

Date: _____ By: _____

Please return Architectural Request Forms to:

Magnolia HOA/Arch Committee

C/O Professional HOA Consultants

8181 Mission Gorge Road Ste E

San Diego, CA 92120 or email to info@phoac.com

MAGNOLIA HOMEOWNERS ASSOCIATION

NOTICE OF COMPLETION

Notice is given that:

Name of owner(s): _____

The undersigned is the Owner(s) of the property located at:

Address Unit

The work of improvement on the described property was COMPLETED on:

_____ day of _____, 20_____ in accordance with the
Architectural written approval with or without specified stipulations provided in approval letter (stipulations
are case by case basis.)

Signature of Owner(s) _____

Date: _____

Return via Mail, Fax or Email to:
Magnolia HOA
C/O Professional HOA Consultants, Inc
8181 Mission Gorge Road. Ste E
San Diego, CA 92120
619-229-0047 (Fax)
info@phoac.com (Email)

INDEMNIFICATION AGREEMENT

This “Agreement” is made on behalf of Magnolia Homeowners Association (“Association”) a California nonprofit mutual benefit corporation, and the following individual(s) (“Owner”) with respect to the property (“Property”) identified.

Owner(s) Name(s): _____

Property Address: _____
Santee, CA 92071

Recitals

WHEREAS, Owner intends to perform work (himself or through a contractor) to the Property which may be covered by the Association’s insurance; and,

WHEREAS the “Work” in question is described as:

_____ ; and,

WHEREAS, Owner agrees to be responsible for his own work, and any damage or injury that the work may result in; and,

WHEREAS Owner agrees to secure his own insurance coverage for such work (or to have his contractor have its own insurance, with the Owner’s or contractor’s insurance being primary or the Association’s insurance either not applying or applying only as a secondary insurance; and,

WHEREAS, in exchange for the Association approving the Owner to have the work performed, Owner makes the following agreement to effectuate the intention of the parties.

Agreement

In light of the foregoing, which are terms of the Agreement and not mere recitals, IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the board’s conditional approval of the Work, a copy of which is attached hereto and incorporated herein by this reference, the Owner agrees to the following:

A. Owner represents, warrants, and covenants that the Work will be performed in compliance with and does not violate any applicable law, governmental regulation, and/or building code.

B. If Owner uses a contractor, Owner represents, warrants, and covenants that the contractor is licensed, bonded, and fully insured, with the contractor's insurance primarily responsible for any liability or loss, to the fullest, outermost boundaries of the law, which may arise in any way out of the Work.

C. Owner shall be responsible for obtaining and maintaining all applicable insurance sufficient to cover any potential liability resulting from any injury to persons and/or property arising from or related in any way to the Work and shall name Association as an additional insured on the policies.

D. Regardless of insurance coverage, Owner shall indemnify, save, defend and hold harmless the Association of and from any and all claims, demands, cause of actions, lawsuits, damages, costs, expenses, losses or liabilities, in law or in equity, of every and any kind and nature whatsoever arising out of any damage, injury, or destruction of real and personal property ("liabilities or losses") arising out of or in any manner connected with the Association's decision to approve use of the Landscaped Area and its actual use by Owner under this Agreement.

E. This indemnity provision shall include damage, injury, or destruction of real and personal property, and/or bodily injury, howsoever caused, regardless of whether any negligence of the Association, its respective officers, directors, servants, employees, agents and independent contractors, be it active or passive, was a cause of said liabilities or losses except in the instance that liabilities or losses are caused by the sole negligence or willful misconduct of the Association, and/or its respective officers, directors, servants, employees, or agents.

F. If liabilities or losses are caused by the sole negligence or willful misconduct of the Association, its respective officers, directors, servants, employees, or agents, or any of them, then in such instance the Owner shall not be responsible to indemnify, save, defend, or hold harmless the Association or anyone for any reason.

G. This Agreement shall in no event be construed to require the indemnification of the Association in excess of the maximum permitted under the public policy of the State of California.

H. Any defense of the Association owed by Owner or the contractor pursuant to the indemnity provided herein shall commence immediately upon the making of any claim arising out of the Work.

2. The term of this Agreement shall begin upon conditional approval of the Work and continue throughout the duration of the Work and into the future for so long as the Work may result in any liability or loss. Owner represents, warrants, and covenants that this Agreement will become part of the Owner's disclosures upon sale or transfer of the Property, such that any obligation hereunder extends to the buyer or transferee upon sale or transfer.

3. The Association is expressly relying upon all warranties, representations, covenants, and indemnities provided by this Agreement in allowing the Work to proceed. Any breach of this Agreement shall be an intentional fraud upon the Association in addition to a breach of the Agreement under the law of the State of California as it may exist currently, at the time of the breach, and at any time thereafter.

4. The Owner's obligations under this Agreement shall be subject to and not in lieu of the governing documents for the Association and all related regulations and/or policies.

5. This Agreement may be modified only by a writing signed by all parties hereto or their successors and recorded in the books of the County of San Diego, State of California.

6. In the event any of the terms or provisions of this Agreement shall be declared by a court of competent jurisdiction to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect and to this extent, the terms and provisions of this Agreement are determined to be severable.

7. In the event that any party to this agreement or their successors shall be required to commence any action against the party or their successors by reason of any breach of any provision of this agreement or to seek judicial declaration of any rights hereunder, the party prevailing in such actions shall be entitled to recover from the prevailing parties actual attorney's fees and costs, whether or not the proceedings or actions lead to a judgment.

8. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, heirs, successors and assigns.

WHEREFORE the signatures, below, signify agreement with the terms set forth herein.

Owner: _____

Contractor: _____

Print name of contractor, if any, and give license #.

Attach insurance certificates which may apply.