

**Architectural Improvement Application Form**

TO: Hidden Oaks Homeowners Association  
C/o Community Management  
P.O. Box 571885  
Salt Lake City, Utah 84157

DATE: \_\_\_\_\_

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The undersigned Lot Owner at Hidden Oaks Homeowners Association (Hidden Oaks) represents and warrants to the Hidden Oaks Homeowners Association and Management Committee the following:

- 1) That he/she desires to install an Architectural Improvement to the exterior of Lot # \_\_\_\_\_ consisting of the following:

- 2) That he/she has read and understands the Standards and Guidelines for Architectural Improvements at Hidden Oaks, and the "Release, Waiver & Indemnity" Agreement, and agrees to be subject to and bound thereby.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Name of Lot Owner: \_\_\_\_\_ Lot # \_\_\_\_\_

Signature of Lot Owner: \_\_\_\_\_ Phone # \_\_\_\_\_

- 3) The following licensed contractor will install the Improvement described above:

Contractor Name/Company: \_\_\_\_\_ Phone # \_\_\_\_\_

Address: \_\_\_\_\_

Proposed Start Date: \_\_\_\_\_ Proposed Completion Date: \_\_\_\_\_ (must be within six months)

- 4) A copy of the contractor's building permit for this Improvement is attached, if applicable.  
5) The "Release, Waiver & Indemnity" Agreement has been signed.  
6) Application approval is non-transferable.  
7) This Improvement must be completed within six months of the approval date or the date specified for work to begin on. If it is not completed within that time frame, and the Homeowners Association deems it necessary, the HOA may complete the Improvement and file a lien on the unit for the cost of the completion.  
8) Upon approval, if the work is not started within 90 days of the proposed start date, the approval is void and you must submit another Application for Leave to Install Architectural Improvement

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**Approved by the Management Committee**

Management Committee: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Conditions of approval \_\_\_\_\_

\_\_\_\_\_

# RELEASE, WAIVER & INDEMNITY AGREEMENT

In consideration of the Hidden Oaks Homeowners Association and the Hidden Oaks Management Committee's approval of the undersigned's Application to Install Architectural Improvements, the undersigned agrees:

- 1) The undersigned Lot Owner hereby releases the Hidden Oaks Homeowners Association, Hidden Oaks Management Committee, and all other Lot Owners at Hidden Oaks of any and all liability, loss or damage he/she may suffer as a result of claims, demands, costs, or judgements against the undersigned arising out of or caused by the installation, maintenance or removal of the Architectural Improvement described below.

Description of Improvement:

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- 2) The undersigned Lot Owner hereby waives any and all claims he/she may have against the Hidden Oaks Homeowners Association, Hidden Oaks Management Committee, and all other Lot Owners at Hidden Oaks for any and all liability, loss, or damage he/she may suffer as a result of any claims, demands, costs, or judgements against them caused by or arising out of the installation, maintenance, or removal of the Architectural Improvement described above.
- 3) The undersigned Lot Owner hereby indemnifies any and all claims he/she may have against the Hidden Oaks Homeowners Association, Hidden Oaks Management Committee, and all other Lot Owners at Hidden Oaks for any and all liability, loss, or damage he/she may suffer as a result of any claims, demands, costs, or judgements against them caused by or arising out of the installation, maintenance, or removal of the Architectural Improvement described above; and the undersigned agrees to and shall pay on their behalf all sums which they shall become legally obligated to pay as damages; and the undersigned agrees to and shall hire competent legal counsel, pay court costs and defend any suit against them alleging damages arising out of or caused by the installation, maintenance, or removal of the Architectural Improvement described above.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Name of Lot Owner: \_\_\_\_\_ Lot # \_\_\_\_\_

Signature of Lot Owner: \_\_\_\_\_