

**Sunland North Division 17 Owners Association
Architectural Control Committee
Exterior Change Request (revised August 2018)**

Sunland North Owners Association
Architectural Control Committee
P.O. Box 1655
Sequim, WA 98382

*Please use the address listed. Do not send proposal to members of the Architectural Committee as it could result in approval delay.

Unit Owner: _____ Date: _____
Address: _____
Phone: _____ Email: _____
Builder/Contractor: _____ Business License #: _____
Proposed Change: _____

Please include this page with the following:

- 1) Written detailed description of the proposed exterior change.
- 2) Scale drawing of the proposed change and a detailed list of materials.
- 3) Signed Hold Harmless Agreement form.
- 4) Signed Neighbor(s) Consent form.
- 5) Certificate of Liability Insurance (proof of business insurance) from contractor who will be performing the work.

General Information:

- All requests or concerns must be in writing.
- Requests are reviewed and responded to within 30 days of receipt of request.
- Work you contract to be completed must be done by a licensed/bonded contractor that provides a 1 year warranty and be completed within 30 days of start of project.
- Privacy fence proposals must include a bark buffer zone of 18" from grass to exterior fence to provide ease of landscaping that is illustrated on the scale drawing. Bark material and labor for fence is at Unit Owner's own expense.
- Privacy fence installation may affect the original landscape irrigation system. Modification of the sprinkler system may be necessary and is at owner's expense. If you have questions, contact the Landscape Coordinator. After installation, interior landscape maintenance becomes the unit owner's responsibility.
- Building/landscaping materials must conform to the materials of other units in Division 17, as required by the CC&R's. Change cannot affect the exterior aesthetics and common architectural or decorative theme of the neighborhood. We require that you use materials that prevent warping or weather deterioration.
- The Unit Owner is responsible for any damage to Association property caused during the installation of proposed exterior changes.
- Changes being proposed by a Unit Owner is not at the expense of the Association.
- Ongoing maintenance and repair of any approved change is the responsibility of the Unit Owner with the exception of privacy fences.

NOTE: WORK ON REQUESTED CHANGE CANNOT BEGIN UNTIL YOU RECEIVE ACC APPROVAL!

Unit Owner Signature

Date

HOLD HARMLESS AGREEMENT
Architectural Control Committee
SunLand Division 17 Owners Association (Sunland North)

A Hold Harmless Agreement is hereby established between Sunland Division 17 Owners Association (Sunland North), Sequim, Clallam County, Washington, and _____, the Owner of the subject Division 17 unit located at _____.

The Unit Owner has submitted a request to the Architectural Control Committee for approval to modify the unit's exterior. The proposed exterior modification is described in the submitted Exterior Change Request Form dated _____.

During implementation of the modification, the unit and/or connecting unit(s) may potentially be damaged or impacted. The requested change may also potentially impact or damage irrigation system components; concrete areas; deck areas; ground areas; plants, trees, lawn areas and landscaping materials; fencing; common area elements, etc.

Both parties hereby agree that the Unit Owner shall be held responsible for any loss, damage, or legal liability arising from the performance of the proposed exterior modification. The Unit Owner shall be responsible for all repair costs associated with damage to any unit or Association property/elements as a result of the modification.

The parties agree that the Association shall not be liable for any loss, casualty, or damage caused by work performed as part of the requested modification. The parties agree the Association is not responsible for any payment for the Unit Owner's work or for any equipment associated with the implementation of the modification.

The Unit Owner shall indemnify, defend, and hold harmless the Association and its officers, directors, coordinators, agents, and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, or resulting from, any negligence or fault created in connection with the performance of actions associated with this Agreement / Exterior Change Request.

The Unit Owner shall be responsible for on-going maintenance and repair of any exterior modification made and if the unit is sold, the Unit Owner shall be responsible for notifying the new Owner of the maintenance/repair requirement.

NOTE: The *initial painting* of a new privacy fence shall be the responsibility of the Unit Owner. The Association assumes responsibility for maintenance/repair of unit fences once the Architectural Control Committee approves the exterior change after its final inspection.

_____/_____
Unit Owner Signature Printed Name Date

_____/_____
Signature Printed Name Date
Architecture Control Committee Member
SunLand Division 17 Owners Association

**Sunland North Division 17 Owners Association
Architectural Control Committee**

Neighbor Consent Form

I _____
(Neighbor)

Located at _____ approve the exterior
(Neighbor Address)

changes proposed by _____
(Unit Owner Proposing Change)

(Neighbor Signature)

(Date)

Neighbor Consent Form

I _____
(Neighbor)

Located at _____ approve the exterior
(Neighbor Address)

changes proposed by _____
(Unit Owner Proposing Change)

(Neighbor Signature)

(Date)