



initials I/We have read the *Elizabeth Lofts Condominiums Declaration, Bylaws, Handbook of Requirements and Procedures* and fully understand the requirements of this application.

initials I/We understand that the cost of an independent review by legal counsel, architects, engineers or other pertinent consultants, on behalf of the Association, if so deemed necessary by the Board of Directors, will be passed on to me/us.

initials I/We assume responsibility for any and all damage caused by my/our construction to adjacent units, common areas, or my/our property.

Owner agrees to the foregoing terms and submits this Application, certifying to the owner's best knowledge, this Application and the material submitted in support of it, is true and correct.

Owner signature: _____ Date: _____

ARCHITECTURAL LIAISON ACTION

- ☐ Step #1 Approved as Proposed
- ☐ Step #1 Approved Subject to Conditions (see below)
- ☐ Step #2 Required

Review Comments and/or Approval Conditions:

Review Date: _____ **Architectural Liaison:** _____

STEP 2

Unit No: _____ Owner Name: _____

Owner Address: _____

Owner Phone: _____ Owner Fax: _____

Owner Email: _____

Architect / Designer: _____ Plan No: _____

In addition to the **Step #1 form**, attach the following (see the *Action Checklist* for additional details):

- Plans and Specifications'
- Architect Letter
- CCB License and Resume for each contractor involved in the project
- Professional Insurance for each contractor involved in the project
- Project Schedule
- Contractor Information
- Required Permits and Approval
- Completed *Architectural Modification Agreement*

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Owner agrees to the foregoing terms and submits this Application, certifying to the owner's best knowledge, this Application and the material submitted in support of it, is true and correct.

Owner signature: _____ Date: _____

- ☐ **Step #2 Approved as Proposed**
- ☐ **Step #2 Approved Subject to Conditions (see below)**

Review Comments and/or Approval Conditions:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Review Date: _____ **Architectural Liaison:** _____



THE ELIZABETH LOFTS

HOMEOWNERS' ASSOCIATION

Architectural Modification Agreement

THIS AGREEMENT is by and between the ELIZABETH LOFTS CONDOMINIUM OWNERS' ASSOCIATION (the "Association") and _____, the Owner of Unit No. _____ (333 NW 9th Ave, Portland, OR 97209) at Elizabeth Lofts Condominiums (the "Owners").

RECITALS:

ELIZABETH LOFTS CONDOMINIUMS is a condominium located in Multnomah County, Oregon, and was created pursuant to a Declaration of Unit Ownership dated January 24, 2005 and recorded in the records of Multnomah County, Oregon on February 1, 2005 as Document No. 2005-018624, et. Sec. (the "Condominium"). The Condominium consists of 194 units. The various owners of the 194 units constitute the Association.

The Association's Board of Directors (the "Board") manages and operates the project and the Association, pursuant to provisions of the Declaration, Amendments to the Declaration, Bylaws and Articles of Incorporation.

Owners are the owners of Unit No. _____ in the Condominium and have exclusive right to use such unit, together with the limited common elements pertaining thereto.

Owners have asked permission of the board to modify and/or make additions to portions of unit _____ and the limited common elements abutting their unit in the following particulars:

(hereafter referred to as the "Modifications and/or Additions").

The Board has submitted to members of the Association for approval of the installation and existence of this Modification and/or Addition to _____ and the limited common elements.

It is the desire of the Board and the Owners to enter into an agreement as to the Modifications and/or Additions and its continued existence, including indemnification of the Board, other owners and the Association and to provide for reasonable use by the Owners which does not interfere with the use and enjoyment of other owners of their units and limited common elements or the general common elements.

IT IS AGREED:

1. **Permission For Modification.** Subject to the terms of this Agreement, including, but not limited to obligations to remove it, the above described Modification and/or Addition may be completed and may continue to exist after Owners have provided the Board with written certification from a registered engineer that the load limits of the proposed enclosure meet industry standards and current code requirements.

2. **Maintenance and Repair.** The Modification and/or Addition and any replacement thereof shall be maintained in clean, sanitary, good repair, and aesthetic condition by the Owners.

3. **Remedies of Association/Liens.** If the Modification and/or Addition becomes unsanitary, unsightly or in disrepair, the Board may demand that it be removed at the expense of the Owners. If such repair or removal is not completed within sixty (60) days after written demand, the board, without notice, may effect, removal thereof and may charge the Owners (or their successors in interest) for the costs thereof and for the costs of repair to the common elements. Alternatively, the Board may determine the cost of removal and/or restoration and assess the Owners for such cost prior to such removal or restoration. Such assessment shall be both a personal obligation of the Owners (and their successors in interest) and a lien against Unit No. _____ in the same manner as any other association assessment.

4. **Damage to Common elements/Obligation for Repair.** Owners agree to repair and restore any all damage to the common elements, whether limited or general, caused by the Modification and/or installation and/or existence whether such damage or deterioration occurs or is discovered now or any time in the future.

5. **Liability and Indemnification Insurance.** The Owners shall indemnify, defend and hold the Association, all owners of other units, the members and officers of the Association harmless from any damage to any portion of the limited common elements or general common elements of the Condominium, and from any claims for personal injury, death or property damage arising from the use, location or operation of the Modification and/or Addition. The Owners shall maintain a policy of public liability insurance in an amount not less than \$250,000 naming the Association, its members and officers as additional insured parties for any claim, cause of action, suit or damages against them, or any of them, arising from the location, use or operation of the Modification and/or Addition.

6. **Subsequent Litigation.** Owners recognize the authority of the members of the Association to grant approval for the installation and location of the Modification and/or Addition may be challenged.

In the event suit is brought against the Association, the Board or the Owner(s) demanding removal of the Modification and/or Addition, Owners (and their successors in interest) shall indemnify, defend and hold the Association and the Board members harmless from such suit or action and agrees to pay the Association's and the Board member's attorneys' fees incurred therein and in the event the suit is successful, Owners agree to promptly remove the Modification and/or Addition and restore the common elements to a condition comparable to common elements elsewhere in the Condominium at Owners' or Owners' successors sole cost.

7. **Continuing Obligation/Covenant Running with the Land.** Any obligations of the Owners (or their successors in interest) incurred hereunder shall be both a personal obligation and a lien against Unit No. _____ and may be enforced in the same manner as any other obligation or assessment incurred pursuant to the Declaration, Amendments to the Declaration or Bylaws of the Condominium. This agreement shall be a covenant which shall run with the land and shall be binding upon the parties hereto and their successors, assigns, personal representatives, devisees and heirs.

8. **Costs and Attorneys' Fees.** In the event suit or action is instituted to enforce any of the terms and provision of this Agreement, the prevailing party in such suit or action shall be entitled to its reasonable attorneys' fees incurred therein and in any appeal therefrom or review thereof.

Dated: _____ Chairman: _____

Dated: _____ Owner: _____

Unit _____ 333 NW 9th Ave., Portland, OR