

Request/Agreement for Prior Written Consent for Alteration of Limited Common Area*

I/We _____, the unit owner(s) of _____,

am/are seeking the approval of the Management Committee for an alteration of Limited Common Area under the Pinnacle Amended and Restated Condominium Declaration for the Pinnacle at Deer Valley Condominium, pursuant to:

- Article VI, Statement of Purpose and Restriction of Use, section(b)(xx) which provides that "No structural alterations, plumbing, electrical or similar work within the Common Areas or Limited Common Areas shall be done or permitted by any Owner without the prior written consent of the Management Committee.", and
- Article XXI(a), Maintenance, which provides that "However the Management Committee shall be responsible for the maintenance and upkeep of the Limited Common Areas (except for damage caused by the negligence or other misuse of the Unit Owner or that of any tenant or subtenant or any member of the Unit Owner's family or of the family of any tenant or subtenant or any agent, employee or guest of the Owner or his tenant or subtenant); provided, however, that without the written permission of the Management Committee first had and obtained, a Unit Owner shall not make or permit to be made any structural alteration, in or to the Unit or in or to the exterior of the building, and shall not paint or decorate any portion of the exterior of the Unit or of the building in which the Unit is located. Each Owner shall keep his Limited Common Area broom clean and free of debris."

The alteration for which I am seeking approval for is:

_____.(attach a second page if additional space is necessary to describe the proposed alteration)

PINNACLE HOMEOWNERS' ASSOCIATION

I/We understand and agree that under the Declaration, the Pinnacle Homeowners' Association (PHOA) by granting this permission assumes no responsibility or liability for the alteration, any maintenance related to the alteration other than for normal repairs to expanded decks and gates constituting Limited Common Areas, the alteration's impact on the common areas of the PHOA, or any performance obligations for the completed alteration.

I/We understand and agree if the alteration conflicts with any future plans for the PHOA, including the exterior cladding replacement or upgrade, I/we will promptly remove or modify the alteration as the PHOA prescribes at my/our expense.

I/We understand and agree that that I/We are responsible for and will repair and any damage to any other unit or the Common Areas during the course of making this alteration and after the alteration is completed.

I/We understand and agree that this request, upon approval, becomes an agreement that may be filed with the Summit County Recorder's Office and that the agreement is intended to run with the land, and will be binding on future owners and assigns of the unit. I/We understand that we will notify future purchasers, heirs, or assigns of this agreement.

_____ /

For Unit Owner

_____ Date

_____ /

For Unit Owner

_____ Date

PINNACLE HOMEOWNERS' ASSOCIATION

Approved

Denied

Approved subject to the following conditions:

_____ ,

For Management Committee:

_____ Date

*"Limited Common Area" shall mean and refer to those portions of the Common Areas and Facilities reserved for the exclusive use of certain Unit Owners, as specified herein. The Limited Common Areas shall be the driveways, parking stalls, garages, balconies, patios and decks (including any expanded decks and gates) that are adjacent to, contiguous with and open into the Units, as more particularly identified in the Map. The use and occupancy of the Limited Common Areas shall be reserved to its associated Unit, and each Unit Owner is hereby granted an irrevocable license to use and occupy the same, in accordance with any rules and regulations adopted by the Management Committee, so long as such Owner owns the Unit associated with such Limited Common Area.