

NAUTICA SOUNDVIEW CONDOMINIUM OWNERS ASSOCIATION MODIFICATION POLICY

Adopted: July 17, 2025
Effective: August 1, 2025

The Board of Directors for the Nautica Soundview Condominium Owners Association is empowered to govern the affairs of the Association under Declaration Section 13.6. Declaration Sections 7.2, 10.9, and 10.12 requires Owners to receive the permission of the Board before altering any Common or Limited Common Elements, or modifying the plumbing or electrical systems within their Units.

Purpose: To give reasonable guidelines to Owners in order that they can streamline modification applications and get approvals faster, while protecting the Owner and Association.

Resolution: All Owners who wish to modify the electrical, plumbing, or structure in their Unit, or install mini-split and/or heat pump systems, or electric vehicle charging stations must fill out the Modification Application (attached), which must be signed by the Board prior to installation/modification work beginning. The Owner must also sign a Hold Harmless Agreement, and the Agreement must be recorded with Snohomish County prior to work beginning on installation.

In general:

1. Only Owners may submit a Modification Application, using the attached form. The Modification Application must contain the type of modification requested, specifications regarding what will be modified, proposed materials/components, method of installation, and name, license number, and insurance information for the contractor doing the work.
2. All work must comply with applicable building codes.
3. All work requiring permits must be completed by a licensed, bonded, and insured electrician, plumber, and/or mechanical contractor approved by the Board. A contractor will be approved by the Board as long as they are: a) licensed by the state of Washington to perform the work; b) bonded to at least the minimum amount required by law; and c) covered by a commercial general liability policy with coverage limits of at least \$1 million per occurrence. The Board will not approve any contractor who does not fulfill all three of the requirements listed above.
4. The Association must be listed as an additional insured on the contractor's commercial general liability policy prior to any work being performed for modifications requiring permits.
5. Proper permits must be obtained before the work can begin. The closed permit must be provided to the Board when the project is complete.
6. Any damage caused by the installation of the modification shall be repaired by a Board-approved contractor at the expense of the Owner.

7. Any penetrations into the building envelope (if required) must be at locations approved by the Board, and the penetration shall be sealed by a Board- approved contractor.
8. Owner must sign and notarize a Hold Harmless Agreement accepting responsibility for the maintenance, repair, and replacement of the modification, and to indemnify, defend, and hold the Association harmless against any claims related in any way to the modification. No work can begin on installation of the modification until the Hold Harmless has been recorded.
9. Owners agree that they are responsible for all costs of preparation and recording of the Hold Harmless Agreement, installation, and all future costs for repair and modification to the modification they install. Such obligation flows with the Unit, and must be contained in a recorded Hold Harmless Agreement.
10. If the modification must be moved for maintenance or repair of the Common or Limited Common Elements, all costs to disconnect, move, and reconnect the modification are the responsibility of the Unit Owner.

Requirements for application to install mini-split and/or heat pump:

1. The application must include the contractor's proposal or bid, including a scope of work, and a copy of the contractor's certificate of liability insurance.
2. The scope of work must include the following information:
 - a. Dimensions and appearance of the main heat pump appliance.
 - b. A diagram showing where on the unit's assigned deck/patio area the main heat pump appliance will be installed.
 - c. Manufacturer's specifications showing that the appliance has a noise rating no greater than 65 decibels.
 - d. How condensation is handled. Any heat pump appliance that drips condensation must have a pan or other means to catch the condensation. No appliance may drip onto the Common or Limited Common Elements.
3. The application shall include:
 - a. An explanation of how the heat pump appliance can be safely moved to allow for maintenance and repair to the Common and Limited Common Elements.
 - b. Drawings showing how the power and tubing will connect the individual heads to the main heat pump appliance.
 - c. Diagrams showing the electrical wires to be installed in the Unit (or Common Element walls or ceiling) to connect the Unit electrical panel to the heat pump appliance.
 - d. A description of how penetrations into the building envelope will be sealed or protected from rain.


Requirements for application to install electric vehicle charging system (EVCS):

1. The application must include the contractor's proposal or bid, including a scope of work, and a copy of the contractor's certificate of liability insurance.
2. The scope of work must include the following information:
 - a. Owner's name, contact information and Unit number.

- b. Data sheet of outlet device and/or enclosure box, including electrical load calculations for the Unit and the building electrical service panels to which it will connect.
 - c. Proposed location of installation (only for consideration as the actual location will be determined by the Association.)
 - d. Proposed conduit and power supply and how it will connect to the Building's electrical system, including any conduit between the electrical system and the EVCS.
 - e. Details on how the EVCS will connect to the Unit's electrical meter, or an alternate proposal on how the electricity used will be measured and paid for by the Owner.
3. Proposed location of the EVCS should be within the boundaries of the allocated Limited Common Element parking space or garage and must not interfere with adjacent spaces. Exceptions may be appropriate for uncovered parking spaces. The requirements for installation may vary depending on the type of unit and the Association shall approve or deny requests exercising its reasonable discretion.
 4. The electrical capacity to support EVCS is limited. Applications to install EVCS will be approved on a first come, first serve basis. Should it be necessary to increase the Common Element electrical capacity to support additional EVCS, Owners who apply for an EVCS will be charged a fee for their portion of the total costs to increase the electrical capacity to support the EVCS for their EVCS at their building. A single EVCS will affect the electrical load on a unit's electrical system, and multiple EVCS will affect the electrical load for a building. If multiple Owners of a building apply for EVCS, they will share the cost of the increased capacity equally.
 5. Only one (1) EVCS per Unit is allowed regardless of the number of parking spaces allocated to that Unit.

Failing to comply with the terms of this Policy may also result in further enforcement action as authorized by the Declaration and as determined by the Board in its sole discretion.

The undersigned officers certify that this Policy was duly adopted at a meeting of the Board of Directors of the Nautica Soundview Condominium Owners Association held on July 17, 2025.



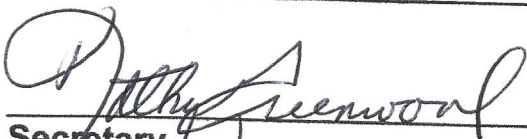
President

Print Name:

Matt Wilson

7/30/25

Date



Secretary

Print Name:

Pathy Greenwood

July 30, 2025

Date

MODIFICATION APPLICATION
DATE OF APPLICATION: __/__/__

Name: _____

Address: _____ Unit Number _____

Proposed type of modification: _____

Make and Model of component(s) to be installed:

Name of Contractor performing work: _____

Contact information of Contractor: _____

Contractor license number: _____

Expected start date of project: __/__/__

I agree to execute and record a Hold Harmless, at my expense: Y/N

I have attached a scope of work associated with this application: Y/N

I have attached a copy of the manufacturer's liability insurance certificate, if any: Y/N

Are penetrations into the building required for installation? Y/N

If yes, describe the proposed locations of penetrations and attach drawings:

Describe what modifications to electrical systems, plumbing systems or structure will be required for the modification, and include drawings.

Explain how the system can be disconnected if work is required to the Common and/or Limited Common Elements:

By signing this document, I agree to meet all of the standards listed in the Modification Policy. In addition, I agree to pay all of the costs for installation, maintenance, repair and replacement of the modification, as well as any damage caused by the installation, maintenance, repair and replacement of the modification, and to pay any costs associated with moving, storing, uninstalling, reinstalling, and relocating the modification as necessary to accommodate the maintenance, repair, and replacement of Common and Limited Common Elements. I also understand that failure to adhere to the standards may result in enforcement action by the Board.

Owner
Print Name: _____

Date

Board Use Only:

The application is (circle one) **Approved** **Denied** **Response must be provided within 60 days of receipt of application**

Explanation of denial, if applicable:

President
Print Name: _____

Date

Secretary
Print Name: _____

Date

AFTER RECORDING RETURN TO:
Condominium Law Group
10310 Aurora Ave. N.
Seattle, WA 98133

HOLD HARMLESS AGREEMENT

Grantor: _____ (Owner,) Nautica Soundview
Condominium Owners Association

Grantee: Nautica Soundview Condominium Owners Association,
_____ (Owner)

Legal Description: Unit _____ of Nautica Soundview Condominium according to
the Declaration thereof recorded under Snohomish County
Recording No. 200604270218; and the survey map and plans
recorded under Snohomish County Recording No.
200604275083, as thereafter amended of record.

Tax Parcel ID: 01049300 _____ (Unit Tax
Parcel/Geographic ID Number)

HOLD HARMLESS AGREEMENT

_____, (hereinafter referred to as the "Owner(s)"), for himself/herself/themselves, and his/her/their heirs, successors, executors, administrators and assigns, jointly and severally covenant with the Nautica Soundview Condominium Owners Association, (hereinafter referred to as the "Association"), a Washington Non-Profit Corporation, and its members, successors and assigns, as follows:

This Agreement shall bind and burden the following real property, which is owned by Owner(s), is commonly known as (ADDRESS) 28 _____ Grand Avenue, # _____, Everett, Washington 98201 (hereinafter referred to as the "Unit"), and legally described as:

Unit ____ of Nautica Soundview Condominium according to the Declaration thereof recorded under Snohomish County Recording No. 200604270218; and the survey map and plans recorded under Snohomish County Recording No. 200604275083, as thereafter amended of record.

This Agreement shall benefit the real property commonly described as Nautica Soundview Condominium (hereinafter referred to as the "Condominium"), a condominium intended for single family residential use only according to the Declaration recorded under Recording No. 200604270218, (hereinafter referred to as the "Declaration"), and the Survey Map and Plans recorded under Recording No. 200604275083, records of Snohomish County, Washington.

Owner(s) has/have requested to obtain and maintain certain modifications to the Condominium (hereinafter referred to as the "Work"), as described and limited on Exhibit A which is attached hereto and incorporated herein by reference.

Owner(s), at his/her/their sole expense, shall maintain and keep in good repair and renew from time to time all components of the Work. Owner(s) shall also pay any increased maintenance and/or insurance costs chargeable to the Association attributable to the Work.

Owner(s) shall employ contractors who, prior to commencing the Work, shall: 1) waive all lien rights they may otherwise have against the Association and any portion of the Condominium other than the Unit in which the Work is performed; and 2) provide to the Association satisfactory evidence that: a) they are contractors licensed by the State of Washington; b) they carry the necessary bond and insurance required by the State of Washington and that such insurance coverage does not exclude work on Condominiums; and c) that their workers are covered by workers' compensation insurance. Notwithstanding the Work by Owner(s) allowed under this Agreement, any Common Element affected by the Work shall not be considered to be a part of the Unit or a part of the Limited Common Element appurtenant thereto, but shall be used and

occupied solely by virtue of license granted by the Board of Directors of the Association. Owner(s) shall be responsible for any and all damage which may be done to a Common Element or any other part of the Condominium by Owner(s) or his/her/their agents and contractors in connection with, or which might otherwise result from, the Work.

If Owner(s) fail/fails to perform promptly and fully any obligations imposed by this Agreement, the Association may perform such obligations and the entire amounts expended in performing thereof shall constitute lien on the Unit, payable by Owner(s), and collectible by the Association, in the same manner as an assessment pursuant to Declaration Article 17.

Nothing herein shall be construed as an alteration to or amendment of the Common Element or Limited Common Element as described in the Declaration. This Agreement is intended only to set forth the rights and responsibilities of the parties hereto in relation to this specific Work.

To the fullest extent permitted by law, Owner(s) shall indemnify and hold harmless the Association from and against all claims, damages, liability, losses and expenses (including but not limited to attorney's fees, expended by the Association to defend against any claim and/or to prove its right to indemnity under this Agreement), arising directly or indirectly out of or incident to the construction, existence, use, maintenance or condition of the Work, regardless of whether or not such liability is caused in part by the Association, its agents or employees or another Association member.

The burden and benefit of this Agreement are intended to attach and become appurtenant to the real property described in this Agreement and to be binding upon each party to this Agreement and their respective successors, heirs, executors, administrators and assigns. This Agreement shall run with the land and shall be enforceable by the Association on behalf of its members, or by any member particularly aggrieved.

If either of the parties to this Agreement infringe or omit to perform any of the covenants, conditions or restrictions contained in this Agreement, and action is necessary to enforce this Agreement or any of its terms, then the party or parties seeking to enforce the provisions of this Hold Harmless Agreement shall give notice to the Owner and Association demanding that the dispute be submitted to mediation and arbitration. Should nonbinding mediation not be successful, all parties agree that the dispute shall be resolved by binding arbitration.

DATED this _____ day of _____, 20____

Signature of Owner of Unit _____

(NAME)

(NAME)

STATE OF WASHINGTON)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, I hereby certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument. WITNESS my hand and seal hereto affixed the day and year in this certificate above written.

_____(Print name)
Notary Public in and for the State of
Washington, residing at _____
My commission expires: _____

STATE OF WASHINGTON)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, I hereby certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument. WITNESS my hand and seal hereto affixed the day and year in this certificate above written.

_____(Print name)
Notary Public in and for the State of
Washington, residing at _____
My commission expires: _____

Nautica Soundview Condominium Owners Association

_____ [Signed]

_____ [Print Name]

_____ [Title]

STATE OF WASHINGTON)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the President of the Nautica Soundview Condominium Owners Association, the Washington non-profit corporation that executed the within and foregoing instrument, and acknowledged that instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute the instrument on behalf of said Association.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.

(Print name)
Notary Public in and for the State of
Washington, residing at _____
My commission expires: _____

**NAUTICA SOUNDVIEW CONDOMINIUM OWNERS ASSOCIATION
HOLD HARMLESS AGREEMENT
EXHIBIT A**

Unit Owner/Number: _____

Description of Work:

Owner(s) covenant/covenants and agree/agrees that he/her/their and his/her/their heirs, successors, executors, administrators and assigns are responsible for the construction, use, maintenance and repair of this project, and to pay for the repair of any damage to the Common or Limited Common Elements from the use, removal, construction, maintenance and repair of this project.