

Architectural Change Request



Please fill out the following form and submit it to the Architectural Design & Review Committee (ADRC). Use a separate form for each request. All fields must be completed and submitted with attachments before ADRC will start its review. Incomplete requests will be returned to Owner. If you have any questions about how to complete this form, please contact the ADRC.

Owner Information:

Name: _____ Date Submitted: _____
 Address: _____
 Mailing Address (if different): _____
 Phone (Home): _____ Email Address: _____

Project Information:

Type of Modification (Check one only):
 _____ Addition _____ Deck/Patio _____ Exterior Painting
 _____ Fence / Wall _____ Outbuilding _____ Landscaping
 _____ New Construction _____ Other (Please Describe): _____

Briefly describe the Project: _____

Important - Please attach a detailed description of your proposed improvements of modifications, including the following information as applicable:

- Color / Color Samples
- Landscaping Plans & Details
- Dimensions
- Exterior Finish
- Location
- Materials
- Roof Design
- Size
- Utilities
- Photographs, Plans or Drawings
- Property Survey (Showing proposed changes)
- Contractor Info. (Name & Phone)

Have you reviewed your plans with your adjoining neighbors?

____ Yes ____ No Name: _____ Signature: _____ Date: _____
 ____ Yes ____ No Name: _____ Signature: _____ Date: _____
 ____ Yes ____ No Name: _____ Signature: _____ Date: _____

Have you reviewed the Master Deed, By-Laws and Amendments, and Cherry Hill Village Pattern Book as they pertain to your proposed improvements?

____ Yes ____ No

The homeowner assumes responsibility for encroachment onto adjacent properties (including HOA maintained common areas) therefore it is advised to obtain a survey before starting any projects that may approach your property boundaries.

Start Date: _____ Completion Date: _____

For ADRC Use Only:

Date Received: _____ Dues Current: Yes No (Per KS Mgmt) _____ Ref. No: _____

Action:

____ **Rejected** (See comments) Date: _____
 ____ **Approved as Noted** (See comments) Date: _____
 ____ **Approved as Submitted**

 ADRC Chairperson Signature

 Date

Architectural Change Request



Owner Agreement:

1. **Architectural Change Request and Cherry Hill Village Pattern Book:** Owner acknowledges awareness that authority for this document is Cherry Hill Village's *Master Deed and Amendments* and that Owner has familiarity with the architectural restrictions and review requirements. In particular, Owner acknowledges that he/she *has reviewed* the most recent copy of the *Cherry Hill Village Pattern Book*. Owner acknowledges that content and intent of this application is for owner to meet all requirements of the most recent copy of the *Cherry Hill Village Pattern Book*. The most recent copy is available online at www.mychv.org, or by contacting any member of Architectural Design & Review Committee.
2. **Governing Documents:** Owner acknowledges that the Governing Documents are incorporated by reference into this Application and in any written approval issued by the Association.
3. **Expiration Dates:** Owner understands that the authority to perform an alteration granted by this application will automatically expire if work is not commenced within three months (90 days) following approval and completed within six months (180 days), or other time frame authorized by the Architectural Design & Review Committee.
4. **County and Town Regulatory Compliance:** Nothing contained herein shall be construed to represent that alterations to lots or buildings in accordance with these plans shall not violate any of the provisions of the Building and Zoning Codes of Canton Township, to which the above property is subject. Further, nothing contained herein shall be construed as a waiver or modification of any said restrictions. Where required, appropriate building permits shall be obtained from Canton Township prior to the start of any construction. Nothing contained herein shall be construed as a waiver of said requirement.
5. **Early Start Financial, Legal and Restoration Penalties:** Owner understands and agrees that no work on this request will commence until ACR application has been approved and signed. Owner further understands and agrees that any exterior alterations undertaken before written approval is obtained is not permitted and that the Owner may be required to restore the property to its previous condition at the Owner's own expense if such alterations are made and subsequently disapproved in whole or part. Further, Owner understands that any legal expense associated therewith will be the full responsibility of Owner.
6. **Permission to Enter Property:** Owner agrees to give the Architectural Design & Review Committee, HOA Board, and/or Managing Agent express permission to enter the Owner's property at a reasonable time to inspect the proposed project, project in progress and completed project. ***Owner must notify ADRC when project is completed and arrange for final inspection which may include taking a picture of the improvement.***
7. **Completion According to Plan:** Owner understands that any approval is contingent upon the completion of alterations in a workmanlike manner and in accordance with the approved plan and specifications for said alterations. Owner bears all risks or losses associated that result from owner's or contractor's failure to perform work in accordance with this application, the written approval issued by the ADRC and all permits or approvals required by the Canton Township. Owner acknowledges that any failure to comply with the terms of this application and any written approval issued by the ADRC or the HOA Board shall constitute a breach of contract. Upon Approval, Owner to submit required bond to ADRC, which will be returned after the project is completed according to approved plan.
8. **Damage to Common Areas:** Owner accepts financial responsibility for damages to common areas. Owners and contractors performing approved construction, that damage common area sod, turf, trees, shrubs etc., are financially liable for restoration costs of this damage.
9. **Indemnification/Warranty:** Owner agrees to hold the Association harmless from any injury, damage or claim by any person or to any property resulting from or related to the installation, maintenance, repair, replacement or removal of the work performed. Owner indemnifies the Association, the ADRC and the HOA Board against any and all defense costs and fees or judgment liability arising from any claim or lawsuit brought by a third party arising out of the work performed. Owner acknowledges that the Association provides no warranty for the work performed.

I / We are in agreement with all terms and conditions of this Architectural Change Request:

Owner's Signature

Date

Co-Owner's Signature

Date