

Arbor Chase Homeowners Association

Architectural Standards and Approval Process

December 27, 2016

Protecting our property values and keeping
Arbor Chase a most desirable community.

This document was developed by the Arbor Chase HOA Board of Directors as a tool for all homeowners. It remains “a work in progress” and may be updated periodically by the Board of Directors, at their sole discretion.

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PURPOSE AND POLICY

The Architectural Standards and Approval Process are based upon Articles VI and VII of the Declaration of Covenants, Conditions and Restrictions of Arbor Chase; #04-002569; as recorded January 30, 2004, in Tippecanoe County. The intent of this document is to inform members of restrictions set out in the Arbor Chase Covenants and provide each homeowner with a “guideline” for the architectural change request and approval process.

It is part of the charter of the Board of Directors (hereafter referred to as the “Board”) to maintain consistency while remaining flexible and open-minded to changes in our community and our lifestyles. ASAP is intended to be a document that allows for individual creativity of design, with each request being reviewed on its own merits.

An Architectural Review Committee, as described in the Covenants, is the governing body reviewing all requests for architectural changes submitted via an Architectural Change Request Form. However, from time to time, this committee may be comprised entirely by members of the Board of Directors. Additionally, the Board is the final authority for the purposes of this process.”

The Board will process all architectural change requests within the 30 (thirty) day period allowed. In most cases, the final review will be in conjunction with a regularly scheduled board meeting or a special meeting called for this sole purpose. The primary purpose during the meeting will be to review all architectural change requests received and respond to the Homeowner, in writing, of the final decision.

In the event that a submission is rejected within the 30 (thirty) day period and the homeowner makes corrections, then resubmits their request, the 30 (thirty) day clock starts over anew.

RESPONSIBILITIES

A. Board

The Board is responsible for the final interpretation of the Covenants and Restrictions for Arbor Chase, including the enforcement of violations of the Architectural Controls. They are also responsible for reviewing requests, making any necessary inspections, and providing recommendations to the Homeowners on any specific items that need modification to satisfy the requirements for approval. It is also the responsibility of the Board to keep this document updated, on a periodic basis, and complete the approval process (including notifying the Homeowner) on all Architectural Change Request Forms received by the Board within 30 (thirty) days. Interpretation of the Architectural Covenants and approval or disapproval are handled by the Board.

B. Homeowners

Each Homeowner has the responsibility to properly complete and submit an Architectural Change Request Form to the Board as instructed in the Architectural Standards. Each homeowner is also responsible for adherence to the Architectural Standards in order to maintain a neat, clean appearance within Arbor Chase, and to report any problems or violations to the Board.

C. Property Management Organization

From time to time, Arbor Chase may employ a management service to provide professional and technical assistance to the ARC and the Board of Directors related to the administration of the Architectural Control provision of the Covenants. However, the approval process is managed and administered by the volunteer members of the ARC and the Board.

OVERVIEW

It is the interpretation of the Board that the provisions of Articles VI and VII of the Declaration of Covenants, Conditions and Restrictions apply to a wide variety of architectural and other considerations in the community. What follows is condensed from the Declaration in an attempt to make them more easily readable. Every effort has been made to include in this document those considerations which have the potential to impact the community both positively and negatively. Suggestions for improvement of this document should be submitted to the Board.

There are three types of changes:

- Those that require submittal of an Architectural Change Request Form.
- Those that do not require a submittal.
- Those that are strictly prohibited.

While every effort has been made to identify a variety of examples, any homeowner who has doubt if his or her situation is adequately addressed should contact the Board for recommendations.

NOTE: It must be recognized that the submittal/approval process is administered by volunteers on their own time, including nights and weekends, and can be inherently lengthy. Therefore, it is imperative that each homeowner plan in advance and allow for the required processing time.

Throughout this document, the term “changes” shall include additions, alterations, and deletions.

A. Changes which **REQUIRE** an Architectural Change Request Form

1. Non-structural changes to the exterior of the home, including:
 - Paint colors
 - Shutters
 - Siding changes
2. Structural changes to the exterior of the home, including:
 - Room additions
 - Fences
 - Walls
 - Decks and patios
 - Walkways/sidewalk improvements
 - Driveways
 - Signs
3. Landscaping/gardens

B. Specific Changes which **DO NOT REQUIRE** a submittal include:

- Temporary wading pools
- Non-permanent children’s play equipment, including non-permanent basketball hoops.
- Small portable outdoor storage closets
- Mailbox replacement

C. Specific Changes which are **PROHIBITED**

- Any fence not specified in the covenants
- Storage sheds
- Swimming pools in the Village.

- Above ground pools
- Unclean, unsightly, un-kept, unhealthy or unsafe conditions which tend to substantially decrease beauty or safety
- Outside clotheslines.
- Dog runs.
- Pumping water from any lake.

It is important to note that the Declaration of Covenants, Conditions and Restrictions takes precedence over anything presented here. Homeowners considering the information provided here may also want to consult that document before making any plans.

COVENANTS, CONDITIONS AND RESTRICTIONS

A. Lot Use (Covenant Section 6.1, Section 6.3 and Section 6.11)

All lots shall be used for single family residential purposes (Covenant Section 6.1). However, any lot may be leased by its owner to another party (Covenant Section 6.3).

Board comment: Homeowners may rent out a room or an apartment, provided that the homeowner also resides at the residence.

A lot or home may be used for an in-home business, provided that the business meets the following conditions:

- The business must be conducted entirely within the home.

Board comment: The business cannot be conducted outside on another part of the lot, or in another properly approved structure.

- The only participants are members of the immediate family residing in the home.
- No other person is employed by the home business, other than a member of the immediate family residing in the home.
- The home business is clearly incidental and secondary to the use of the home as a dwelling.
- The home business does not change the character or outward appearance of the home.
- No sign or display that indicates from the exterior that the home is being utilized in whole or in part for any purpose other than that of a dwelling.
- No commodity is sold.
- No mechanical or electrical equipment is used.
- In no event shall a barber shop, styling salon, beauty parlor, tea room, licensed child care center or other licensed or regulated babysitting service, animal hospital, or any form of animal care or treatment such as dog trimming be construed as a home occupation.

B. Animals (Covenant Section 6.4)

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except for household pets. Household pets are those pets that are mainly kept indoors and include dogs, cats or other pets. Household pets cannot be kept, bred or maintained for any commercial purposes. Dog runs are strictly prohibited.

C. Outside Storage (Covenant Section 6.5)

All equipment, garbage cans, service yards, woodpiles or storage piles shall be kept from view of neighboring homes and streets. All rubbish, trash or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate. Trash must be stored in enclosed containers. Unless specifically approved, no materials, supplies or equipment shall be stored, except inside a home (garage) or behind a visual barrier, screening the area from neighboring streets or neighbors. Outside clotheslines are prohibited.

Board comment: Any barrier or screening used for the purpose described above requires approval of the Board. The Board has chosen to permit one small portable plastic or vinyl storage closet/container per lot without prior approval provided it meets the following requirements:

1. **Must be placed against the back wall of the house.**
2. **It must be placed entirely on a paved patio surface.**
3. **It must be in neutral color(s).**

D. Outside Use (Covenant Section 6.22)

Except in an individual patio area attached to a home, no planting or gardening shall be done, and no fences, hedges, walls or other improvements shall be erected or maintained, except those installed in accordance with the initial construction, or as approved by the Board of Directors.

Board comment: Any deviation to this requires approval of the Board.

E. Swimming Pools, Spas and Tennis Courts (Covenant Section 6.22 and Section 6.30)

- All above ground swimming pools are prohibited.
- No in ground swimming pool, hot tub or spa may be installed or maintained without prior approval of the Board.
- Tennis courts are permitted after prior approval of the Board.

Board comment: All pools are prohibited in the Village.

F. Basketball Hoops

Basketball hoops are not specifically addressed in the covenants.

Board comment: The Board considers any permanent basketball hoop mounted to a home, or other structure on the owner's property, a potential detriment to the property values in the community. Nonpermanent/portable basketball hoops, on the other hand are considered in the same light as children's playground equipment (see Overview Section B above), with the exception that the Board fully understands the need to have the basketball hoop on a paved surface. Permanent, in-ground basketball hoops require approval by the Board.

G. Temporary Structures and Outbuildings (Covenant Section 6.8)

No structure of a temporary nature can be erected or placed on any lot. This includes tents, shacks, sheds, garages, and barns.

Board comment: Tents erected for a "onetime" special event, such as graduation or wedding, are not considered a temporary structure, provided

they are promptly removed after the event. One (1) tent may be used for overnight backyard camping provided it is erected for only one night and is promptly removed. Tents falling into this category do not require advance approval of the Board.

H. Motor Vehicle Storage (Covenant Section 6.8 and Section 6.18)

No semi-tractor trucks, semi-trucks, pickup trucks, automobiles, commercial vehicles, semi-tractor, trailers, boats, boat trailers, campers, camper trailers, camper shells, recreational vehicles, camper shell, all-terrain vehicles, mobile homes, disabled vehicles, and/or trailers shall be permitted to park on the property or a lot unless they are fully enclosed in a garage.

Board comment: These restrictions do not apply to any vehicle that is needed by a contractor or other company/individual for the purposes of completing their work. Homeowners, and their guests, may temporarily park recreational vehicles, boats, boat trailers and other trailers (such as for snow mobiles) in their driveway for the expressed purpose of loading, unloading and cleaning. Temporary parking encompasses a time frame of up to two days.

I. Motor Vehicle Repair (Covenant Section 6.9)

The ongoing repair of inoperative motor vehicles or the material alteration of motor vehicles (such as restoration) shall not be permitted unless it is done entirely within the homeowner's garage.

Board comment: Momentary repairs, such as changing a tire, replacing headlamps or wiper blades, or changing the oil are not considered "ongoing repairs to an inoperable motor vehicle."

J. Nuisances (Covenant Section 6.10)

No noxious or offensive activities will be permitted to exist, nor shall anything be done which may be or become an annoyance or nuisance, or may cause unreasonable interference with the use and enjoyment of a lot by the occupants. This includes:

- Exterior lights, where the principal beam shines upon portions of another home or lot.
- Speakers, horns, whistles, bells or other sound devices. Security devices used exclusively for security purposes are allowed, provided they are designed to activate only in emergency situations or for testing.

K. Damaged and Destroyed Structures (Covenant Section 6.10)

Any structure or building, including a home, which may be all or in part destroyed by fire, wind, storm or any other cause, will be rebuilt and/or restored to its previous condition, subject to the approval of the ARC, within a reasonable length of time. All accumulated debris shall be removed within a reasonable time after any such occurrence.

Board comment: The restoration or replacement of a structure will require advance approval of the Board.

L. Drains (Covenant Section 6.12)

No house footing drain or roof-water drain (from gutters and downspouts) shall be allowed to discharged into the sanitary sewers.

M. Unsightly Growth (Covenant Section 6.16)

No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any property. No refuse pile or unsightly objects shall be allowed to be placed or remain anywhere on any property. Failure to comply warrants the HOA to cut the weeds or clear the refuse from the property, at the expense of the homeowner. If the HOA provides the clean-up, a lien will be placed against the homeowner for the HOA's expenses. Any lien is due and payable immediately. If such a lien is not promptly paid, the HOA may file suit and recover such amount together with reasonable attorneys' fees and costs of collection.

N. Site Visibility (Covenant Section 6.17)

Straight Corner Lots: No fence, wall, hedge or shrub planting which obstructs sight lines, at an elevation between two (2) feet and nine (9) feet above the street, will be permitted on any corner lot, within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines. No fences shall be permitted to be constructed between the front set back line and the street curb. No tree will be permitted to remain as an obstruction within the defined area, unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Board Comment: In other words, from the street-corner intersection of the property lines, nothing can obstruct the view for 25 (twenty-five) feet in both directions. An obstruction is considered to be anything that is more than 2 (two) feet tall and less than 9 (nine) feet tall. Hence, a tree must have the branches trimmed above the nine foot mark.

Rounded Corner Lots: In the case of a rounded property corner, the same sight line limitations apply, using the extended street lines to form the intersection.

All Other Lots: The same limitations apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement.

O. Utility and Drainage Easements (Covenant Section 6.23)

Nearly every home has some sort of easement, with some having more than one. It is the homeowners responsibility to know where their easements are located and what type of easement they have.

No homeowner may erect or give any person, firm or corporation, the right, license or privilege to erect or use, or permit the use of, overhead wires, poles or overhead facilities of any kind for electrical, telephone or television service. This restriction does not apply to street lighting, ornamental yard lighting serviced by underground wires or cables, and poles and overhead facilities that may be required at places where distribution facilities enter and leave the subdivision.

Board Comment: Temporary holiday decor, such as Christmas lights, may use extension cords laying on the ground.

Any electric public utility charged with the maintenance of any underground installation or any contractor charged with the task of maintaining proper drainage must be allowed access to easements in order to complete their work. Any such electric public utility or contractor will not be liable for damage to walks, driveways, lawn or landscaping which may result from installation, repair or maintenance work.

Board Comment: The repair and or replacement of damaged walks, driveways, lawn or landscaping is the responsibility of the homeowner.

P. Maintenance of Lots and Homes (Covenant Section 6.24)

No Lot or home shall be permitted to become overgrown, unsightly or to fall into disrepair. All homes shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with established specifications. Each homeowner hereby grants to the Association, the right to make any necessary alterations, repairs or maintenance approved by the Board to carry out the intent of this provision and they further agree to reimburse the Association for any expenses actually incurred in carrying out the foregoing. The Association may assess and collect such reimbursement in the same manner as it assesses and collects yearly assessments, and such amount shall become a lien upon the Lot as provided in Covenant Article V.

Q. Radio and Television Antennas, Satellite Dishes and Solar Panels (Covenant Section 6.28)

Board Comment: This section applies only to exterior placement.

- No radio or television antenna may be attached to any home.
- No free standing radio or television antenna are permitted on any lot.
- A television receiving satellite dish, which is less than 12" in diameter, may be placed on the rear-yard side of a home and requires advance approval of the Board.
- No solar panels attached or detached shall be permitted.

R. Signs (Covenant Section 6.25)

No sign of any kind can be displayed to the public view, except one sign of not more than five (5) square feet, advertising a home for sale.

Board Comment: The Board allows signs for elections and school functions/activities, provided they are temporary and removed in a timely manner. Approval of the Board is not required for signs if they meet the above restrictions. No signs may be placed in the common areas.

S. Fencing (Covenant Section 6.31)

Board Comment: All fencing requires advance approval by the Board.

- No fence of any type shall be permitted within twenty-five (25) feet of the entire east property line Arbor Chase. Privacy fences, not exceeding six (6) feet in height, around an immediate patio is permissible.
- Split-rail fences or picket fences, not exceeding four (4) feet in height are permissible.
- Wrought iron or similar rail fencing around a swimming pool is permissible.

T. Mailboxes (Covenant Section 6.32)

Board Comment: Each home was provided a mailbox by the original builder. From time to time, mailboxes may need to be replaced. It is the homeowner's responsibility to maintain and/or replace mailboxes. All replacement mailboxes must match the original mailbox installed by the builder. On a five year rotation, one-third of all mailbox posts are painted by the HOA, over a three year timeframe. Advance approval from the Board is not required, but the Board reserves the right to ask a homeowner to install a

mailbox that meets the above requirements and to paint it to match the original mailbox.

U. Roof Shingles (Covenant Section 6.35)

All roof shingles shall be "architectural cut" roof shingles and the color of the shingles shall be "weatherwood" unless otherwise approved by the Board.

Board Comment: Roof replacement and changes to the building surfaces require prior approval of the Board.

V. Building Surfaces and Materials (Covenant Section 6.26 and Section 6.36)

All exterior building surfaces, materials and colors shall be harmonious and compatible with colors of the natural surrounding and other homes in the immediate area. All projects shall be completed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used on the exterior or other permitted structure and no roll roofing of any description or character shall be used as an exterior surface on the roof of any home or other permitted structure. The Board reserves the right to approve or disapprove materials and colors.

Board comment: Some homes display a color scheme that is in conflict with the Covenants. By and large, these color schemes were selected by the original homeowner and provided by the builder. A homeowner wishing to deviate from the covenants may not use these as examples in order to justify the application.

W. Zoning and Rezoning (Covenant Section 6.37)

By way of limitation of the Unified Zoning Ordinance and Unified Subdivision Ordinance of Tippecanoe County, Indiana, all requests for special exceptions and variances in Arbor Chase must first be approved by the Board.

X. Lakes and Ponds (Covenant Section 6.19 and Section 6.39)¹

Arbor Chase features three bodies of water, all of which are stocked and aerated by sprays. A common area, owned by the HOA, exists around each.

- The lakes and ponds are only for the use and enjoyment of the residents of Arbor Chase.

Board Comment: Guests may use the lake and pond areas only if their host is present and provides some degree of supervision. No individual has the right to give another person, not living in Arbor Chase, permission to use the lake and pond areas. It is the responsibility of all residents, especially those living around the lake and pond areas, to challenge anyone they do not recognize.

- No individual using a lake, has the right to cross another lot or trespass upon a shoreline that is not within a Common Area owned by the HOA.

Board Comment: This includes cutting between houses, from the street, to gain access.

¹ Section X was revised on May 15, 2018, to remove an error relating to property lines.

- No one shall do or permit any action or activity which could result in pollution of any lake, diversion of water, elevation of any lake level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage or proper lake management.
- Pumping water from any lake is prohibited.
- A lake may not be used for swimming, ice skating, boating, or for any other purpose, except for drainage.

Board Comment: Fishing is permitted on a “catch and release” basis only.

- Only the HOA has the right to store items or develop recreational facilities upon any Common Area owned by the HOA adjacent to a lake.

ARCHITECTURAL CHANGE REQUEST APPROVAL PROCESS

Reminders

- No construction should begin without Board approval of the submittal.
- Application for a City of West Lafayette Building Permit, if one is required, is the responsibility of the homeowner. Application for a building permit should be done after receiving approval from the Association. A copy of the permit should be forwarded to the Board.
- Obtaining a building permit does not circumvent the need for Board approval.
- Allow enough time for processing and approval in planning for construction.
- The Board has up to 30 days in which to respond to your request.
- A resubmitted proposal starts a new 30 day clock.

Planning and Preparation of Submittal

- If you have determined that a submittal is required, continue. Otherwise, no further action by you is required.
- Complete the Architectural Change Request Form (additional copies are available on the HOA website) and attach any drawings, sketches, material samples and supplemental documents as required for the Board's review. A complete submittal should fully describe/depict the change(s) and stand on its own without need for further explanation.
- Sign the form.
- Make a copy of all documents for your records and mail originals to:

Arbor Chase Homeowners Association
PO Box 2877
West Lafayette, IN 47996

- Or submit your application in person to any Board member or at a regularly scheduled HOA board meeting.
- Incomplete or illegible submittals will be returned to the homeowner.

Board Review Process

- Representatives of the Board may make a site visit with the homeowner prior to their meeting, if deemed necessary.
- The Board will review the submittal, including any observations from the site visit.
- If the homeowner wishes to meet with the Board, outside of a regularly scheduled HOA board meeting, a mutually agreed upon time and date will be designated.
- The Board will vote on the submittal and record it on file.
- A response letter indicating the Board's decision will be mailed within five (5) working days after approval or disapproval is made.
- Approval of any submittal or portion thereof does not ensure approval of similar submittals, as each submittal will be considered on its own merits.
- A proper submittal approved by the Board is like a contract to comply with the specific details. Alteration or deviations of a significant nature will require resubmission.

Appeals and Resubmission

- To appeal a disapproved submittal, the homeowner should submit a written response including specific detailed information that clarifies why the submittal should be reconsidered. The homeowner may also

request a meeting with the Board, outside of a regularly scheduled HOA board meeting, to further discuss the submittal.

- Should the submittal have been disapproved on a technicality (e.g., the location or height of a fence), and the homeowner is willing to comply with the remedy proposed in the Board’s response letter, the homeowner need only to “pencil-in” the change(s), and initial and date the change(s) on the original submittal. The revised submittal will then be reconsidered by the Board via a telephone or e-mail vote. The homeowner will be telephoned or e-mailed with the decision and receive a written approval letter citing the change(s).

Time Frame for Construction

- Construction should begin at the indicated start date or within three months after the date of the written approval by the Board.
- Work must be completed within six months of the requested start date, unless an extension is requested and granted.
- If a project has not begun within the time frame specified above, the project will have lapsed and the applicant must resubmit the proposal or a written request for extension to the Board.
- Members of the Board may arrange with the homeowner to make site visits during construction to verify compliance with the approved submittal.

Details for Submittals

In some cases, many attributes or details of a proposed change, addition, or deletion are required for the Board to make sound responsible decisions. In other cases, the nature of the change will be simple and straightforward, as will be the submittal. The following items should be considered as a method of describing or visually depicting the requested change:

- Pictures, magazine cutouts, etc. (if applicable).
- Color chips (if applicable).
- Site plans – top down drawing showing location of existing structure(s), property boundaries in relation to adjoining property(s), and location of the proposed change(s).
- Elevation drawings – a side view that will show height, topography of land, and visual image of the change(s).
- Written description of the types of materials to be used or a contractor’s bill of materials.
- Written and/or visual depiction of construction details.
- Location for building material storage during construction, soil disposal plan, drainage plan, and landscaping or re-vegetation plan (as applicable).
- Any other aids that will assist the Board in their review.

Drawings need to show relationship to location, height, etc. with the dimensions clearly marked on all drawings. For major construction projects such as additions, sun rooms, dormers, etc. for which a hired contractor is used, the design drawing should suffice.

Violations

Violations may be handled as described in Article X, Section 10.1 Right of Enforcement, of the Arbor Chase Covenants, or the matter may be referred to the West Lafayette City Engineering Department for enforcement.

**Arbor Chase Homeowners Association
Architectural Change Request Form**

To be submitted at least 30 days before
the planned start date of your project.

FOR BOARD USE ONLY
This application was received on _____ of _____, 20 ____
Received by: _____

A. General Information

Property Owner: _____
Property Address: _____
Mailing Address: _____
Phone Number: (h): _____ (w): _____ (c): _____
E-mail Address: _____

B. Request involves the following type of improvement(s)

- | | | |
|--|---|--|
| <input type="checkbox"/> Landscaping | <input type="checkbox"/> Mailbox | <input type="checkbox"/> Gardening/Planting |
| <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Drive/Walk | <input type="checkbox"/> Addition or Improvement |
| <input type="checkbox"/> Deck/Patio/Slab | <input type="checkbox"/> Basketball Backboard/Pole | <input type="checkbox"/> Roofing |
| <input type="checkbox"/> Storm Doors | <input type="checkbox"/> Patio Cover/Awning | <input type="checkbox"/> Outdoor Storage Closet |
| <input type="checkbox"/> Room Addition | <input type="checkbox"/> Painting/Siding (complete Section D below) | |
| <input type="checkbox"/> Fencing | <input type="checkbox"/> Other _____ | |

C. Description of Work

Include nature, kind, shape, height, materials, color, dimensions, and location of proposed improvement. Use a separate sheet of paper if necessary.

D. Colors for exterior paint or siding (only fill out if applicable)

Please provide the color name, manufacturer, and product code that you intend to use for each area. Also include a sample of the requested paint/siding colors. Use a separate sheet of paper if necessary.

Area	Color Name	Manufacturer	Product Code
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

E. Contact information for architect, contractor or other owner representative, if applicable.

Architect
_____ Name
_____ Address
_____ Telephone

Contractor
_____ Name
_____ Address
_____ Telephone

Representative
_____ Name
_____ Address
_____ Telephone

F. Attachments (Please indicate what you are submitting)

- Photographs
- Sample or description of materials
- Construction Plans
- Elevation drawings
- Site Plan (typically drawn on an enlarged copy of your lot survey, and required for all submissions except painting & siding)
- Samples or description of colors
- Specifications (e.g. manufacturer's brochure)
- Architectural drawings
- Other _____

H. Acknowledgements

- I understand that the Board of Directors may request additional information prior to reviewing this request.
- I understand that I must receive the written approval of the Board of Directors before any work begins. Board approval does not constitute approval of the local building or zoning department, or of drainage design or structural or engineering safety and/or soundness.
- I understand that I may be required to obtain building permits or other approvals prior to the commencement of any work.
- I agree not to alter existing drainage patterns on the Lot without the express approval in writing of the Board of Directors.
- I agree to comply with Board request to enter onto the Lot, or for further information to determine if the project is following the approved plan and is in compliance with the covenants.
- I agree to adhere to the start and completion dates indicated above, unless an extension is requested in writing and approved in writing.
- I agree to immediately notify the Board of Directors of project completion and hereby authorize them to enter onto my property for exterior inspection of the completed project at a mutually agreed upon time, if requested.
- I understand that failure to obtain permits, or meet any of the requirements listed above are grounds for this request to be rescinded by the Board of Directors.

Homeowner's Signature: _____ Date: _____

Planned Start Date*: _____ Planned Completion Date: _____

(Must be at least 30 days after application is submitted.)

(Work must be completed within six months after application the start date.)

Decision of the Board Of Directors

The Board of Directors, having reviewed the Submission above, hereby finds that the request is:

APPROVED AS SUBMITTED, subject to the Arbor Chase Covenants.

WORK MUST BE COMPLETED BY: _____

DENIED, for the reason(s) stated below:

_____ Late submission; date submitted must be at least 30 days before the planned start date.

_____ Unpaid dues; homeowner has a past due annual assessment balance.

_____ Additional information required; see comments below.

_____ Modifications to plan required; see comments below.

_____ Improvement does not comply with applicable provisions of the Covenants.

See Section: _____

_____ Improvement is not reasonably suitable for the lot.

_____ Not an appropriate exterior color.

_____ Request is not in harmony with surrounding structures and/or topography.

_____ Other: _____

For Arbor Chase Homeowners Association, Inc.:

Signature: _____

Name: _____

Title: _____

Date: _____