



## ARCHITECTURAL REVIEW

### **Application Form Instructions**

1. Carefully review Article IX (copy attached) of the Cove Pointe Homeowners Association, Inc. Covenants and restrictions to determine if Architectural Review Committee (ARC) approval is required. If there is a doubt, request guidance from the ARC Committee, Karen Creglow Chairman 517-740-4552
2. Complete **entire** Application Form.
3. Obtain and attach to the Application Form any necessary supporting documents, such as a lot survey, site plan, proposal drawings, photographs and color and type of special material to be used.
4. Obtain and attach to the Application Form the contractor's liability and worker's compensation insurance information and current licenses.
5. Confirm that all required governmental permits have been obtained prior to the commencement of any work.
6. Submit two (2) copies of the Application Form and all necessary attached documents, to the ARC for its review and consideration.
7. Do **not** commence any work on the requested proposal until the application is considered by the ARC and approved.
8. All work must be complete in 180 days after being notified of the approval. The ARC must be notified within 14 days of work completion, for review and compliance to the original request.

COVE POINTE HOMEOWNERS ASSOCIATION, INC.

ARCHITECTURAL REVIEW

APPLICATION FORM

Name of Owner(s): \_\_\_\_\_

Property Address: \_\_\_\_\_ LOT NO. \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

I/We, Owner(s) Member(s) of the Cove Pointe Homeowners Association, Inc. (CPHOA), hereby request the CPHOA Board of Directors (Board) to approve the following described alterations to my/our property (proposal):

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I/We am/are submitting the following additional documents and information:

Site Plan  Proposal Specifications  Vendor Brochure

Lot Survey  Material Color(s) and Samples  Manufacturer Literature

Engineering Drawings  Photographs  Other information

Contractor Insurance and License

By this request, applicant(s), as Owner(s), attest that I/we have reviewed the applicable CPHOA Covenants and, therefore, understand what is expected and that I/We am/are bound by the requirements thereof. I/We assume full responsibility for any and all required governmental permitting, contractor or worker licensing and liability and workers' compensation insurance (if required by law) and a qualified arborist's approval for tree removal. I/We further agree that responsibility is assumed by applicant(s) for all governmental agency conformity, installation, maintenance, replacement and the full cost of the requested proposal. Applicant(s) further agree to indemnify and hold harmless the CPHOA, any member of the Board and its committees, employees, volunteers and agents for any claims arising out of the processing and disposition of this application and request. After receiving notification of Board approval, applicant(s) further agree(s) to complete all work within 180 days. Applicant(s) agree(s) to notify the Board within 14 days of completion that the requested proposal has been completed so that a final Board inspection can be performed to verify full compliance.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

IX. ARCHITECTURAL CONTROL FOR EXTERIOR CHANGES

1.0 OWNER to Obtain Approval. No OWNER shall make, install, place, or remove any building, fence, wall, patio area pool, spa, landscaping, or any other alteration, addition, improvement, or change of any kind or nature to, in or upon any portion of the COMMON AREAS, the OWNER'S LOT, or the exterior of the OWNER'S DWELLING, unless the OWNER first obtains therefor, the written approval of the BOARD OF DIRECTORS, except that such approval shall not be required for any maintenance or repair which does not result in a material change in any improvement including the color of same.

1.01 BOARD OF DIRECTORS' Consent. Any request by an OWNER for approval by the BOARD OF DIRECTORS to make any addition, alteration, improvement, or change to the exterior of any DWELLING shall be submitted in writing at least ten days prior to the next scheduled meeting of the BOARD OF DIRECTORS. Such request shall be accompanied by plans and/or specifications in sufficient detail to enable the BOARD to determine what such change includes. The BOARD reserves the right to charge the OWNER submitting such request a reasonable fee for the cost of any architect or engineer hired by the BOARD to review such plans and/or specifications submitted by said OWNER. The BOARD at its next regularly scheduled meeting shall review the report, if any, received from the architect or engineer. The BOARD thereafter, at a regularly scheduled meeting, shall approve or disapprove the OWNER'S request. Thereafter, the BOARD shall notify the OWNER in writing of its approval or disapproval. In approving the OWNER'S plans and/or specifications, the BOARD may condition approval that the OWNER make any changes as recommended by said hired architect or engineer or changes suggested by the BOARD. If the OWNER agrees to make such changes, the BOARD will then issue a letter of approval to said OWNER who must agree to conform to the recommended changes. The BOARD reserves the right to refuse approval of such changes due to aesthetic considerations. Approval of any request shall not be withheld in a discriminatory manner, or in a manner which unreasonably prohibits the reasonable improvement of any LOT or DWELLING, but may be withheld due to aesthetic considerations. The BOARD OF DIRECTORS shall notify the OWNER of its approval or disapproval by written notice within 30 days after request for such consent is made in writing to the ASSOCIATION. In the event the ASSOCIATION fails to disapprove any request within such 30-day period, the consent shall be deemed approved and upon request the ASSOCIATION shall give written notice of such approval. In consenting to any plans or specifications, the ASSOCIATION may condition such consent upon changes being made. If the ASSOCIATION consents to any plans and specifications, the OWNER may proceed to make the alteration, addition, improvement, or change in strict conformance with the plans and specifications approved by the ASSOCIATION, and subject to any conditions of the ASSOCIATION'S approval.

1.02 No Liability. The ASSOCIATION shall not be liable to any OWNER in connection with the exercise or non-exercise of architectural control hereunder, or the approval or disapproval of any alteration, addition, improvement, or change. Furthermore, any approval of any plans or specifications by the ASSOCIATION shall not be deemed to be a determination that such plans or specifications are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the ASSOCIATION, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements. The ASSOCIATION shall not be liable for any deficiency, or any injury resulting from any deficiency, in such plans and specifications.

1.03 Remedy for Violations. In the event this section is violated in that an alteration, addition, improvement, or change is made without first obtaining the approval of the ASSOCIATION, or is not made in strict conformance with any approval granted by the ASSOCIATION, the ASSOCIATION shall specifically have the right to injunctive relief to require the OWNER to stop, remove and/or alter any alteration, addition, improvement, or change in a manner which complies with the requirements of the ASSOCIATION, and the ASSOCIATION may pursue any other remedy

available to it. In connection therewith, the ASSOCIATION shall have the right to enter onto any LOT and make any inspection necessary to determine that the provisions of this paragraph have been complied with. Any action to enforce this Section must be commenced within six months after the date the violation is recognized by the ASSOCIATION. The foregoing shall be in addition to any other remedy set forth herein for violations of this DECLARATION. Notwithstanding anything contained within this DECLARATION to the contrary, the ASSOCIATION shall have the exclusive authority to enforce the provisions of this paragraph.

1.04 Compliance with Governmental Requirements. In addition to the foregoing requirements, any alterations, additions, improvements, or changes required by governmental authority, and made by an OWNER, must be in compliance therewith. The OWNER shall first, before making or contracting for such alterations, additions, improvements or changes, obtain a building permit, and advise the ASSOCIATION that such permit has been obtained, or that written notice from the governmental authority is not required.

#### X. RULES AND REGULATIONS

1.0 Rules and Regulations. The ASSOCIATION may adopt additional reasonable rules and regulations relating to the use and maintenance of the SUBJECT PROPERTY. The rules and regulations relating to recreational facilities within the SUBJECT PROPERTY may be posted at such recreational facilities. Copies of such rules and regulations, and amendments thereto, shall be furnished by the ASSOCIATION to any OWNER upon request.

1.01 Waiver. The ASSOCIATION shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions, as to any LOT where, in the discretion of the BOARD, circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, the ASSOCIATION shall insist upon strict compliance with the restrictions of this DECLARATION with respect to all other LOTS. Nor shall any such actions be deemed a waiver of any of the restrictions contained herein as the same may be applied in the future.

#### XI. ASSESSMENTS

1.0 Owner's Responsibility. Each OWNER shall be responsible for the payment to the ASSOCIATION of ASSESSMENTS for COMMON EXPENSES for each LOT owned by the OWNER, which amount shall be assessed to the OWNER as described below. In addition, each new OWNER shall be responsible for the payment to the ASSOCIATION of any ASSESSMENTS owed by the prior OWNER, except as provided in Article XII, Section 1.04, of this DECLARATION.

1.01 Regular Assessments. Prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year which shall estimate all of the COMMON EXPENSES to be incurred by the ASSOCIATION during the fiscal year. The BOARD then shall establish the Regular Assessments for COMMON EXPENSES for each LOT. The BOARD shall notify each OWNER in writing the amount, frequency and due dates of the Regular Assessments for COMMON EXPENSES. From time to time during the fiscal year, the BOARD may modify the budget, and, pursuant to the revised budget or otherwise, the BOARD may, upon written notice to the OWNERS, change the amount frequency and/or due dates of the Regular Assessments for COMMON EXPENSES.

1.02 Special Assessments. If an expenditure of funds is required in addition to funds produced by ASSESSMENTS for COMMON EXPENSES, the BOARD may make Special Assessments, which shall be levied in the same manner as provided hereinbefore for Regular Assessments. The BOARD, in writing, shall notify all OWNERS twenty-five (25) days