



**ARCHITECTURAL CONTROL COMMITTEE REQUIREMENTS
FOR REPLACEMENT OF EXISTING WINDOWS AND DOORS**

FORM: REV. ACC-5-4-2011

ATTENTION RESIDENT!

MAKE SURE YOUR CONTRACTOR GETS A COPY AND FOLLOWS THESE REQUIREMENTS.

**MAKE SURE YOUR CONTRACT WITH YOUR CONTRACTOR STIPULATES THAT THEIR
PAYMENT IS CONTINGENT UPON FOLLOWING THESE REQUIREMENTS!**

1) Resident must furnish A.C.C. with the following items:

- a.) Name, address, and phone number of contractor.
- b) \$10 application fee to "Blue Ridge HOA..
- c) Bonds-replacement window bond is \$200; replacement door bond is \$100
- d) A written statement describing proposed project/renovation.
- e) Manufacturers' documentation/specifications of materials to be used for proposed project/renovation.

2). REPLACEMENT WINDOWS:

- a) Windows must fit into the existing openings with no alterations or modifications to size of openings or building exterior.
- b) Sliding, casement windows, and double hung windows are permitted as of 8/21/07.
- c) Replacement windows must conform to existing windows in size, color and style. (frame color may be brown or white.) Windows with existing "diamond-shaped" grids may be replaced with windows without grids

3) REPLACEMENT DOORS:

- a) Paint color must conform to building style/color.
- c) Sliding patio doors must fit into the existing opening with no alterations or modifications to size of openings or building exterior.
- :) Color of sliding patio door frame may be brown or white.
- l) Windows with diamond grids, square grids, or no grids are acceptable.

- 4). All costs of window/door installation will be the full responsibility of the homeowner.
- 5). Any immediate or subsequent damage to the building resulting from the removal and installation of windows/doors, either directly or indirectly, shall be the responsibility of the homeowner and corrected at the homeowner's expense.
- 6). Any cost incurred by the Board of Directors for emergency repairs due to window/door removal and/or installation, shall be at the homeowner's expense and will be billed to the homeowner.
- 7) A security payment of two hundred dollars (\$ 200.00) for windows and one hundred dollars (\$ 100.00) for doors must be deposited with the Architectural Control Committee before commencement of the replacement can begin. The Committee will return the security payment to the homeowner upon completion of the work and final inspection and approval.
- 8) The window addition will be the sole responsibility of the homeowner. Homeowner also agrees to keep window addition well maintained at their own expense. This includes but is not limited to the following: replacement of glass, cleaning, painting, and caulking.
- 10) Responsibility of the window addition including maintenance shall be transferred to any subsequent owner upon sale of the home. It is the responsibility of the present homeowner to inform the new homeowners of this prior to the sale of their home.
- 11) Any subsequent structural damage to the building resulting from the installation of the window addition, either directly or indirectly, shall be the responsibility of the homeowner and corrected at the expense of the home owner.
- 12) Any cost incurred by the Board of Managers due to the window addition for emergency repairs and/or failure of the homeowner to keep the window addition maintained in good condition shall be at the home owner's expense. And will be billed to that homeowner.
- 13) The Committees approval of an application for said work will become null and void if the work is not begun within sixty days and the job must be complete within ninety days after written receipt of approval. If the work is not completed within this time frame, a new application must be submitted and approval will again be required.

If the work performed does not pass Blue Ridge Engineering inspection, the homeowner must make corrections within 30 days or bond is forfeited and the offending project will be removed at the homeowner's expense.

I have read the above rules and restrictions and requirements regarding window additions and I agree to be bound by them. I fully understand and acknowledge that if I do not fully comply with the above specifications that I will forfeit my entire security bond in the amount of \$200.00 for windows and \$100.00 for a door.

Signature_____ Signature_____

Address_____ Date_____



ARCHITECTURAL CONTROLS COMMITTEE
WORK REQUEST APPLICATION

UNIT # _____ DATE OF APPLICATION _____
NAME _____ DAYTIME PHONE _____
ADDRESS _____

- ☐ I have enclosed a \$10 application fee payable to "Blue Ridge Condo I or II" (Non-refundable)
- ☐ I have enclosed the required bond check for \$ _____ Check # _____ (payable to Blue Ridge Condo I or II).
(Refundable upon completion and ACC approval of job.)
- ☐ I have read the A.C.C. rules, restrictions, and requirements in the Blue Ridge Mission Statement Rules & Regulations and received the specifications for requested project.
- ☐ I have enclosed a SIGNED Hold Harmless & Indemnification agreement.
- ☐ Description of project requesting permission for: (attach pictures, brochures, drawings and documentation or specifications on materials to be used for project requested) Use reverse side if, necessary.

Name of Contractor: _____
Address: _____
Phone: _____
License #: _____

- ☐ Mail this application, **Certified Mail**, to Blue Ridge Condominiums, Architectural Control Committee, Condo I, 877 Golf Lane, Medford, NY 11763 or Condo II, 888 Golf Lane, Medford, NY 11763 or return to the Application Processor and Consultant, in the Condo I or Condo I office.

Check any that apply:

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> Front Door | <input type="checkbox"/> Windows | <input type="checkbox"/> Patio Renovation | <input type="checkbox"/> Other |
| <input type="checkbox"/> Gutters | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Fence/Gate Enclosure | <input type="checkbox"/> Non-Existing Windows |
| <input type="checkbox"/> Sliding Patio Door Replacement
(Forester & Edgewood models, only) | <input type="checkbox"/> Vinyl Fence
(Installed by Precision Fence – only) | | |
| <input type="checkbox"/> Solatubes (not skylights)
(Installed by Solar Reflections, Inc- only) | | | |

I have read the attached rules, restrictions, and requirements I understand that upon receipt of this application, the \$10 application fee, the required bond fee, and a signed Hold Harmless and Indemnification Agreement, the Board of Managers will send me an approval letter and permit to begin work. I further understand that no work can commence until written approval has been received.

Homeowner Signature _____ Daytime Phone _____

ACC Required Bonds

<u>Project</u>	<u>Bond Required</u>
1. Concrete Patio	\$600
2. Fence Gate or Section	Payment in full for gate built by BR Maintenance.
3. Fence Gate or Section	\$100 If built by homeowner or contractor
4. Front Door	\$100.00
5. Gutters/Leaders	\$200.00
6. Non-Existing Windows	\$600.00
7. Patio Enclosure	Payment in full for fence sections
8. Patio Extension	Payment in full for fence sections
9. Patio Enclosure	\$100 if built by homeowner or contractor
10. Patio Extension	\$100 if built by homeowner or contractor
11. Paving Stone Patio	\$600.00
12. Replacement Windows	\$200.00
13. Satellite Dishes	\$100.00
14. Sensor Light	\$100.00
15. Solar Tube	\$200.00
16. Wood Deck Patio	\$600.00



AGREEMENT
(For Units Located Within Blue Ridge Condominium)

AGREEMENT made this ____ day of ____, 20__, by and among BLUE RIDGE HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association"), having an office at 899 Golf Lane, Medford, NY 11763, BLUE RIDGE CONDO I & CONDO II (hereinafter referred to as the "Condominium"), having a office at 877 and 888 Golf Lane, Medford, NY 11763 and _____ (Insert name and address of homeowner) _____ (Hereinafter collectively referred to as "Homeowner").

WHEREAS, Homeowner has requested permission of Association and Condominium to _____ (describe request) _____; and

WHEREAS, the Association and Condominium have investigated the matter and have decided to approve homeowner's request subject to, among other things, the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the approval of the Association and Condominium of homeowner's request, homeowner hereby agrees as follows:

1. The improvement for which approval is being sought is done at by own risk. I understand and agree that neither the Association nor the Condominium makes any promises or representations as to the safety or appropriateness of the work to be performed.
2. I hereby waive any and all claims I presently have, or hereafter may have, against Blue Ridge Homeowners Association, Inc. its Architectural Committee, members of its Board of Directors and/or Architectural Committee, its agents, employees and representatives and Blue Ridge Condo I and Condo II, members of its Board of Managers, its agents, employees and representative arising from, or connected with, the installation, use or ownership of _____.

3. I hereby agree to hold harmless and indemnify Blue Ridge Homeowners Association, Inc. its Architectural Committee, members of its Boards of Directors and/or Architectural Committee, its agents, employees and representatives and Blue Ridge Condo I and Condo II, members of its Board of Managers, its agents employees and representative from and against any losses, costs and damages, including attorneys fees, connected with or arising from the installation, ownership or use of the _____.

4. I agree to maintain, repair and/or replace the _____ so that it is continuously in a safe condition and attractive appearance. I further agree and represent that I will maintain, repair and/or replace the _____ to the reasonable satisfaction of the Condominium. In the event I fail to perform any item of maintenance, repair or replacement requested by the Condominium after reasonable notice, I agree that the Condominium shall have the right to perform such item of maintenance, repair or replacement on my behalf and to charge me for the cost thereof. Any and all such costs shall be deemed to be additional common charges, subject to all of the collection remedies set forth in the By-Laws, Declaration and in the law.

5. I understand and agree that I am obligated to obtain and maintain homeowners' insurance coverage for the benefit of the Condominium and Association. I further warrant and agree that such coverage shall extend to the hold harmless and indemnification provisions contained in this Agreement. In the event I fail to maintain such insurance, either the Condominium or the Association shall have the right but not the obligation to purchase such insurance on my behalf and to charge me for the cost as additional common charges/assessments. I further understand that in the event I do not obtain the insurance required in this Paragraph, that either the Condominium or the Association shall have the right to revoke its consent to the making of the improvement and to require that it be removed at my cost and the area be restored to its original condition.

6. I understand and agree that when I sell my home it is my responsibility to bring this Agreement to the attention of the buyer so that it will be an obligation which runs with ownership of my unit and binds all future purchasers.

7. In the event of any conflict or inconsistency between this document and any document signed by homeowner in connection with the installation of _____ the terms of this document shall be controlling.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of date set forth above.

BLUE RIDGE HOMEOWNERS ASSOCIATION, INC.

By: _____

BLUE RIDGE CONDOMINIUM I

By: _____

BLUE RIDGE CONDOMINIUM II

By: _____

Homeowner(s)
