



ARCHITECTURAL CONTROL COMMITTEE REQUIREMENTS
FOR CONSTRUCTION AND INSTALLATION OF WOODEN FENCE GATES

FORM: ACC-09-A-1 1196B

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) Accurate line drawing with all dimensions indicating existing fence and proposed gate. Solid lines to indicate existing structures, dotted lines to indicate proposed gate. It is recommended that the contractor supply this diagram with the home owner's approval.

2) A fence gate will only be approved if they are to effect an enclosure. The enclosure shall not exceed the walk - path or building line whichever is lesser.

3) All fence gates must conform to the existing style and material quality of our fences at Blue Ridge. The type of material for the construction and the guide lines for the construction of the gate is as follows-

a) The gate face is to be constructed of individual pieces of lumber 6" wide and 1 " thick (square edge or tongue in groove) and are to be made of either cedar or CCA lumber. The framework of the gate shall be constructed of 2" x 3" lumber. One 2" x 3" shall go horizontally across the upper portion of the gate at the starting and ending points of the arc. One 2" x 3" shall go horizontally across the bottom portion of the gate 6" from the bottom of the facade. Two additional supports shall form an "X" starting and ending at opposite ends of the two horizontal supports. At the crossing point of the two supports forming the "X", these two supports shall be dadoed to remove 50% of the lumber of the two supports. All fasteners for the construction of gates shall be stainless steel or galvanized metal. b) No plywood is to be used for gates.

c) Gates are to be a maximum of 50" wide and 50" high. Gate tops are to be arced, where the center of the arc is no more than 10" higher then the beginning of the arc.

d) Gate shall be hung onto the extension side of the fence, on the post owned by the homeowner, not on the post owned by the Condo.

e) Gate hinges are to be 7-inch black gate hinges. The catch is also to be black.

f) Fence posts are to be made of 4" x 4" x 7' CCA lumber. Fence posts are not to be more that 6" higher than the top of the fence line. Any post that has to be affixed to the building, shall be affixed with lead anchors and ag bolts. These bolts are to be installed directly through the center of the width of the post and into the wall.

g) Fence gates are to be installed with screws to the fence posts,

h) Upon installation, the bottom of the fence gate must be suspended no less than 1 1/2" from the ground.

i) The A.C.C. will determine whether the gate should open internally or externally.

j) All fence gates must be painted the color designated by the Board of Managers.

4) Upon completion of the fence gate, the responsibility for the maintenance and painting of the extension, shall remain the sole responsibility of the homeowner. All repairs and painting of the fence gate shall be at the homeowner's expense.

5) Responsibility for the maintenance and painting of this fence gate will transfer to the new owners upon sale of the unit. It is the responsibility of the present homeowner to inform the new homeowners of this prior to the sale of their home.

6) Any cost incurred by the Board of Managers due to the removal of all or part of the fence gate for emergency repairs and/or failure of the home owner to keep the fence gate maintained in good condition, shall be at the home owner's expense. And will be billed to that homeowner.

7) A security deposit of two hundred dollars (\$200.00) must be deposited with the Architectural Control Committee before work on the fence gate begins. Make checks payable to Blue Ridge Condo I or II. This security deposit will be returned to the homeowner upon satisfactory completion and final inspection of the proposed gate.

8) The Committee's 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.

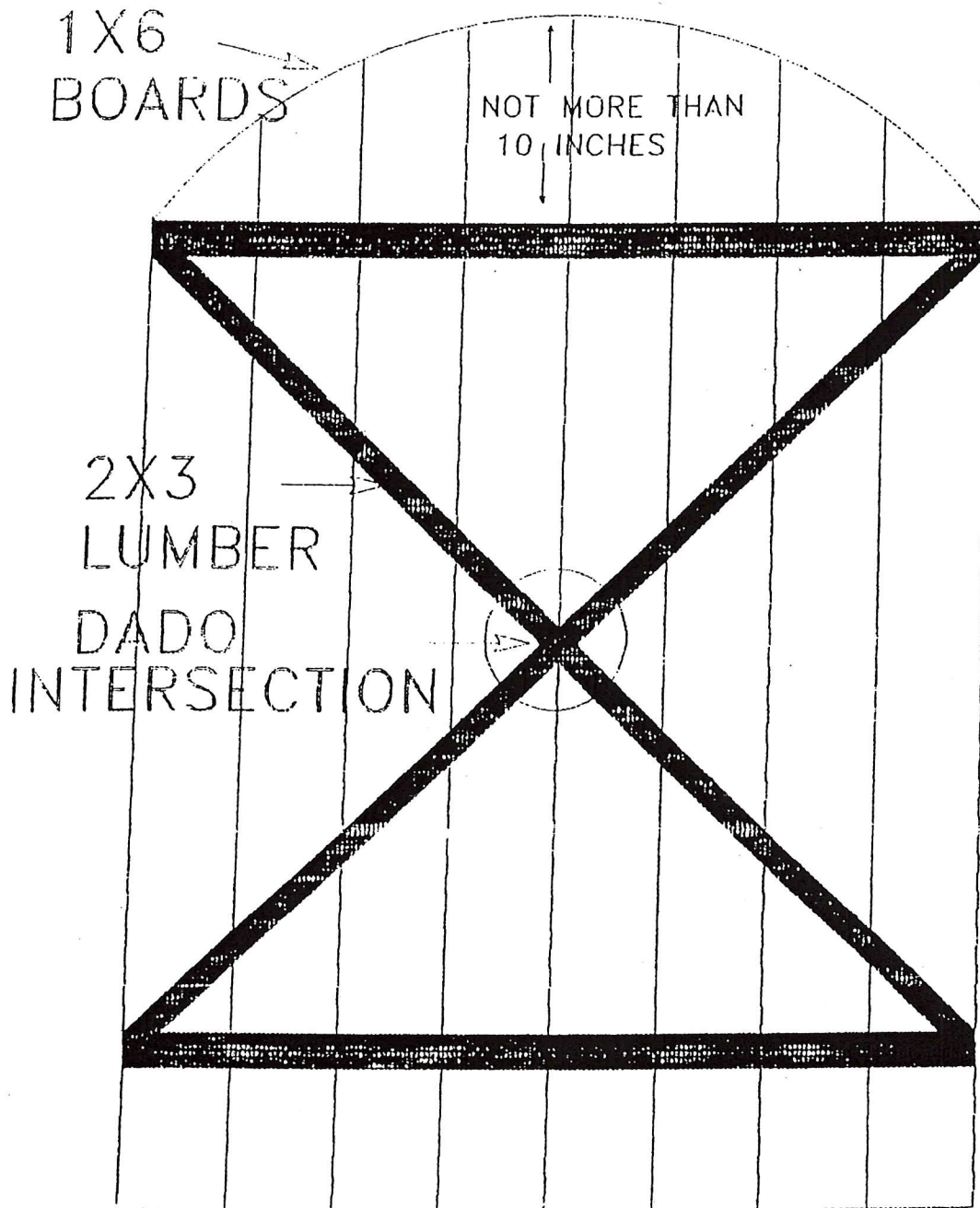
I have read the above rules and restrictions and requirements regarding fence gates and I agree to be bound by them.

I have read the above. 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.

Signature _____ Signature _____

Address _____ Date _____

REAR VIEW OF GATE





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:

☐ Front Door

☐ Windows

☐ Patio Renovation

☐ Other

☐ Gutters

☐ Satellite Dish

☐ Fence/Gate Enclosure

☐ Non-Existing Windows

☐ Sliding Patio Door Replacement
(Forester & Edgewood models, only)

☐ Vinyl Fence
(Installed by Precision Fence – only)

☐ 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)
