



**ARCHITECTURAL CONTROL COMMITTEE**  
**SOLATUBE™ INSTALLATION**  
**FORM: REV. ACC-8 8-11/03**

**All penetrations made by Solar Reflections to roofs or exterior of the building must be inspected and approved by Blue Ridge Building Engineering Manager.**

**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The undersigned, owner(s) of a Blue Ridge Condominium I/II home, situated at

\_\_\_\_\_  
Unit address

has/have requested consent from the Board of Managers to install a Solatube™. This Solatube™ can be installed only by Solar Reflections, 1440 Montauk Highway, Oakdale, NY 11769; phone 631-567-1076.

**Installation of Solatube™ by Solar Reflections Inc.**

In consideration of receiving the requested consent from the Board of Managers, the undersigned hereby indemnifies and saves harmless Blue Ridge Condo I/II, its Board of Managers, unit owners, agents and employees against all loss and/or damages on account of injury to persons and property occurring in the installation and/or use of the Solatubes™ and all attorney's fees incurred by Blue Ridge Condo I/II, its Board of Managers, unit owners, agents and employees on account thereof. In addition, the undersigned agree to be responsible for all future maintenance, repairs and replacements to the area in which this renovation/installation was made and to pay the costs thereof. It is understood that the costs referred to herein shall be considered additional common charges or assessments and failure to pay same shall be considered a default in the payment of common charges for which the Board of Managers may bring any action permitted in the Declarations and By-Laws of Blue Ridge Condo I/II to collect same.

It is intended that this agreement and covenant shall run with the land and bind all future owners

of \_\_\_\_\_

Unit Address

This covenant and all of the terms hereof are, and are intended to be, real covenants and restrictions running with the land shall be binding upon the undersigned and any and all subsequent owners of the said real property and any part thereof and upon their heirs, distributees, executors, administrators, tenants, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this date.

Consented to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BLUE RIDGE ARCHITECTURAL CONTROL COMMITTEE

By: \_\_\_\_\_  
(Unit Owner's Signature)

Approved By: \_\_\_\_\_  
(Condo ACC Representative)



**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)

\_\_\_\_\_

\_\_\_\_\_