

Homeplace I at Adams Farm Townhomes Association, Inc. Homeowner Architectural Request Form

Required To

Date: _____

Mail To: Architectural Review Committee
C/O Cedar Management Group, LLC
P.O. Box 26844
Charlotte, NC 28221

Phone: (877) 252-3327
Fax: (704) 509-2429
E-Mail: arc@mycmg.com

From: _____ Day Ph# (____) _____ - _____ Ev. Ph# (____) _____ - _____

Homeplace

Townhome Address: _____ E-mail: _____ Cell# (____) _____ - _____

Subject: Proposed improvement, alteration, or change as follows: *(including Satellite Dishes)*

(Please attach \$140 Fee {Payable to Homeplace} & completed Maintenance Agreement for Guilford County Register of Deeds Filing)

Please attach plans and specifications for proposed improvement, alteration, or change **showing all where applicable:**

1. Nature and shape of the proposal
2. Height, length, width, and all other dimensions
3. Materials to be used
4. Plantings, excavations, or changes in grade, if any
5. Site plan and location of proposal

I/we the Homeowner/s requesting the improvement, alteration, or change, understand and agree that I/we will be responsible for the costs of any maintenance, repair, or replacement of all, or any part, of such improvement, alteration, or change, **in addition to the Homeowner Successor/s**, if approved, and understand and agree the Homeplace I at Adams Farm Townhomes Association, Inc. will not be responsible for such maintenance, repair, replacement, or costs thereof, in addition to, any damages caused by the vendor/s of the Homeowner/s. Homeowner/s is/are responsible for any maintenance and/or damage caused by the installation, or removal, of any approved item that is attached to, on, near, or in the vicinity of exterior brick, wood, siding, roof, or roofing system, gutters, downspouts, or any other exterior surface/s maintained by the Association. Homeowner/s understand/s and agree/s to comply with all permit and inspection regulations of the applicable municipality.

The proposed improvement, alteration, or change, if approved shall be completed on, or before, the _____ day of _____, 20_____.

The foregoing application is submitted by: _____

on this _____ day of _____, 20_____ pending approval 30 Days from Architectural Request receipt.

SIGNED: _____ SIGNED: _____

OWNER

OWNER

----- for Board of Directors use below this line only 30 days from receipt -----

Reviewed and considered by the Architectural Review Committee and/or Board of Directors

____ Approved ____ Disapproved at a meeting held on this _____ day of _____, 20_____.

Disapproved for the following:

____ Incomplete specifications/drawings _____ Not in Compliance with Architectural Standards

____ Other _____

Signed: _____ Title: _____ Date: _____

Homeplace I at Adams Farm Townhomes Association, Inc. Maintenance Agreement

NORTH CAROLINA

GUILFORD COUNTY

This Maintenance ("Agreement") is entered into this the _____ day of _____, 20____ by the Homeplace I at Adams Farm Townhomes Association, Inc., (the "Association"), and

_____ and _____ (the "Owner(s)"); **Owner(s) shall also refer to all future Owners** taking title to the property subject to this Agreement.

WITNESSETH

WHEREAS, all property within the Association is subject to the Declaration of Protective Covenants, for the Association, recorded with the Guilford County Register of Deeds (the "Declaration");

WHEREAS, the Owner(s) are title record owner(s) of _____
(home#; _____ address)

a property subject to the Declaration, also known as **Lot** _____ **Section** _____, as recorded in **Plat Book** _____, **Page** _____ of the Guilford County Register of Deeds (the "Property");

WHEREAS, the Owner(s) wish to conduct the following improvement (the "Improvement"):

(Description of improvement and location. Also see Exhibit "A".)

WHEREAS, pursuant to the Declaration the Association is responsible for certain maintenance to the exterior of the dwelling upon other areas within the Association;

NOW THEREFORE, the Owner(s) have obtained the necessary architectural approvals required by the Declaration for the Improvement. The Board of Directors of the Association has agreed to approve the Improvement subject to the following express and cumulative conditions:

1. The Improvement must be installed as described and in the location shown on the diagram attached hereto as Exhibit A and must be installed in a workmanlike manner; and
2. The Improvement shall be installed, maintained, repaired, replaced, and removed at the sole expense of the Owner(s). If the Owner(s) fail to do so the Board of Directors, in its sole and unfettered discretion, may determine what is required to comply with this Agreement, or in the alternative may determine removal of the Improvement is appropriate.

If after ten (10) days written demand from the Board of Directors of the Association the Owner(s) fail to repair, replace or maintain the Improvement as required by the Association, the Association shall conduct such repair, replacement, maintenance, or removal and charge the costs of such actions to the Owner(s) plus a 20% surcharge. Any charges against the Owner(s), by the Association for maintenance, replacement, repair or removal of the Improvement shall be a continuing lien against the subject property in the same manner and with the same

enforcement options for the Association as regular or annual assessments under the Declaration and shall also be the personal obligation of the owners. In addition, the Owner(s), agree that the terms of this Agreement are a further restriction and obligation and that the Association shall have all enforcement authority that exists in the Declaration and under the law of North Carolina for enforcement of the restrictions and obligations contained herein.

The Owner(s), on behalf of themselves, their successors and assigns, hereby grant an easement and license to the Association to conduct all work authorized by this Agreement, if necessary, and waive any trespass claim and/or claim or demand related to repair, replacement, maintenance or removal conducted by the Association on the Improvement; and

3. At the sole discretion of the Board of Directors this Agreement may be recorded in Owner(s)', chain of title with the Register of Deeds and shall run with the land and bind all future Owner(s) of title to the property described above; and
4. The Owner(s) agree, on behalf of themselves, their successors and assigns, to indemnify the Association, its management company, employees, agents, and the Board of Directors from any claims or actions arising from the existence of the Improvement, including but not limited to attorney fees and costs, and to hold the Association, its management company, employees, agents, and Board of Directors harmless for any claims or actions arising from the existence of the Improvement, including but not limited to claims or actions for damages caused by the existence of the Improvement to the Owner(s), unit or other units, and to fully release the Association, its management company, employees, agents and the Board of Directors from any and all claims or demands related in any way to the Improvement; and
5. That Owner(s) shall reimburse the Association for the cost of drafting, executing and recording this Agreement prior to acceptance by the Association; and
6. **NOTE** - [____] If this space is initialed the Owner(s), Improvement is installed, or will be installed, upon Association Common Area. By the President's signatures below, the Association hereby grants, conveys, and transfers a TEMPORARY EASEMENT to the Owner(s), for the Improvement to remain on the Association's Common Area in the area specifically described in Exhibit "A". This TEMPORARY EASEMENT shall allow the Improvement to remain in the location specified on Exhibit "A" until such time as the Owner(s), their successors or assigns, choose to remove the Improvement or at such time as the Association terminates the TEMPORARY EASEMENT upon sixty (60) days written notice to the Owner(s). In any event, the Owner(s), shall be responsible for the cost of returning the Common Area to the pre-Improvement condition. Any amount unpaid under this paragraph shall be considered a regular annual or special assessment against the Owner(s), property with full enforcement and collection authority that exists in the Declaration and shall also be a personal obligation of the Owner(s).
7. In consideration for the mutual promises set forth herein, and for other good and valuable consideration the Association through its Executive Board of Directors and by signature of its President below hereby grants to the Owner(s) consent to install the Improvement in the location shown on Exhibit A and subject to the provisions of this Agreement.
8. The Owner(s), by their signature below agree to the terms, conditions, and further restrictions set forth in this Agreement. The Owner(s), and any subsequent Owner(s) shall, by acceptance of a Deed therefore, whether or

not it shall be so expressed in such deed are deemed to covenant and agree to the terms of this Maintenance and Easement Agreement.

HOMEPLACE I AT ADAMS FARM TOWNHOMES ASSOCIATION, INC.

By:

Association President

Attested:

Secretary

Owner

Owner

NORTH CAROLINA

_____ COUNTY

I, _____, a *Notary Public* of the County and State do hereby certify that

_____ personally appeared before me this day and acknowledged the execution of the foregoing instrument, as an individual.

Witness my hand and official seal, this the _____ day of _____ 20_____.

Notary Public

Printed Name: _____

My Commission Expires:

NORTH CAROLINA

_____ COUNTY

I, _____, a *Notary Public* of the County and State do hereby certify that

_____ personally appeared before me this day and acknowledged the execution of the foregoing instrument, as an individual.

Witness my hand and official seal, this the _____ day of _____ 20_____.

Notary Public

Printed Name: _____

My Commission Expires:

I, _____, **Secretary** of HOMEPLACE I AT ADAMS FARM

TOWNHOMES ASSOCIATION, INC., certify that _____ personally came before me this day and acknowledged that s/he is the **President** of HOMEPLACE I AT ADAMS FARM TOWNHOMES ASSOCIATION, INC., a corporation, and that s/he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official seal, this the _____ day of _____ 20_____.

Secretary, HOMEPLACE I AT ADAMS FARM TOWNHOMES ASSOCIATION, INC.

Printed Name: _____

NORTH CAROLINA

_____ COUNTY

I, _____ the undersigned, a **Notary Public** of

_____ County, do hereby certify that _____ personally appeared before me this day and acknowledged that s/he is **President** of HOMEPLACE I AT ADAMS FARM TOWNHOMES ASSOCIATION, INC. a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him as its Secretary.

Witness my hand and official seal, this the _____ day of _____ 20_____.

My Commission Expires:

NOTARY PUBLIC

_____ Printed Name: _____

NORTH CAROLINA

_____ COUNTY

I, _____ the undersigned, a **Notary Public** of

_____ County, do hereby certify that _____ personally appeared before me this day and acknowledged that s/he is **Secretary** of HOMEPLACE I AT ADAMS FARM TOWNHOMES ASSOCIATION, INC., a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him as its Secretary.

Witness my hand and official seal, this the _____ day of _____ 20_____.

My Commission Expires:

NOTARY PUBLIC

_____ Printed Name: _____