



Requirements

Addition/Renovation

Checklist:

- Photos of all four existing elevations of home at time of application submittal
- Site plan or survey
- Preliminary Floor Plan, Elevations, Exterior Details
- Exterior Finishes & Color Selections
- Product & Material samples
- Conceptual Landscape Plan

Pool & Pool Enclosures

Checklist:

- Photos of all side and rear elevations of home at time of application submittal
- Site plan or survey showing proposed pool, spa or enclosure
- Pool equipment location screened by landscaping
- Fencing or screen location
- Dimensions of decking, patio and hardscape areas
- Conceptual Landscape Plan
- Exterior Finish & Colors
- Complete list of materials to be used
- Screen Enclosure drawings and details
- Access letter executed by adjacent homeowner
- Indemnification Agreement

Fence

You must not attach to any existing adjoining fence.

Checklist:

- Site plan or survey showing location of proposed fence
- Photos of all side and rear elevations of home at time of application submittal
- Photos, drawings, or brochures showing fence and gate design including fence and gate heights
- Material and color of fence
- Show setbacks from property lines
- Show any gate locations including gate width
- Landscape changes if applicable



Exterior Paint Colors

Checklist:

- Photos of all four existing elevations of home at time of application submittal
- Indicate new paint colors including main body, trim, doors, shutters, accents, etc.

Landscape Changes

Checklist:

- Photos of all four existing elevations including existing landscaping at time of application submittal
- Site plan or survey showing the locations of the plant materials
- State the sizes, quantities and species of the plant materials being proposed
- Show any proposed modifications such as walkways, lighting, arbors, trellis, etc.
- Materials used
- Samples or photo brochures of any brick, pavers, or stones to be used

Miscellaneous Exterior Changes

To include any changes made to the exterior of the home including shutters, doors, light fixtures, roof color/material change, solar panels, satellite dish, gutter and downspouts, etc. Gutters may not change the permitted drainage pattern.

Checklist:

- Photos of all four existing elevations of home at time of application submittal
- Site plan or survey showing location of change
- Photo indicating location or placement of the item to be used
- Materials and color selections
- Samples or photo brochures of item to be used



2017 ARB MEETING SCHEDULE

Dates and Time Are Subject to Change

January 11	ARB MEETING 10180 EAGLE CREEK RECREATION CENTER SMALL ROOM @ 10AM 10180 Eagle Creek Center Boulevard, Orlando, FL 32832 Submission deadline 4th	ARB MEETING 10180 EAGLE CREEK RECREATION CENTER SMALL ROOM @ 10AM 10180 Eagle Creek Center Boulevard, Orlando, FL 32832 Submission deadline 5th	July 12
February 8	ARB MEETING 10180 EAGLE CREEK RECREATION CENTER SMALL ROOM @ 10AM 10180 Eagle Creek Center Boulevard, Orlando, FL 32832 Submission deadline 1st	ARB MEETING 10180 EAGLE CREEK RECREATION CENTER SMALL ROOM @ 10AM 10180 Eagle Creek Center Boulevard, Orlando, FL 32832 Submission deadline 2nd	August 9
March 8	ARB MEETING 10180 EAGLE CREEK RECREATION CENTER SMALL ROOM @ 10AM 10180 Eagle Creek Center Boulevard, Orlando, FL 32832 Submission deadline 1st	ARB MEETING 10180 EAGLE CREEK RECREATION CENTER SMALL ROOM @ 10AM 10180 Eagle Creek Center Boulevard, Orlando, FL 32832 Submission deadline 6th	September 13
April 12	ARB MEETING 10180 EAGLE CREEK RECREATION CENTER SMALL ROOM @ 10AM 10180 Eagle Creek Center Boulevard, Orlando, FL 32832 Submission deadline 5th	ARB MEETING 10180 EAGLE CREEK RECREATION CENTER SMALL ROOM @ 10AM 10180 Eagle Creek Center Boulevard, Orlando, FL 32832 Submission deadline 4th	October 11
May 10	ARB MEETING 10180 EAGLE CREEK RECREATION CENTER SMALL ROOM @ 10AM 10180 Eagle Creek Center Boulevard, Orlando, FL 32832 Submission deadline 3rd	ARB MEETING 10180 EAGLE CREEK RECREATION CENTER SMALL ROOM @ 10AM 10180 Eagle Creek Center Boulevard, Orlando, FL 32832 Submission deadline 1st	November 8
June 14	ARB MEETING 10180 EAGLE CREEK RECREATION CENTER SMALL ROOM @ 10AM 10180 Eagle Creek Center Boulevard, Orlando, FL 32832 Submission deadline 7th	ARB MEETING 10180 EAGLE CREEK RECREATION CENTER SMALL ROOM @ 10AM 10180 Eagle Creek Center Boulevard, Orlando, FL 32832 Submission deadline 6th	December 13

HOMEOWNERS ASSOCIATION OF EAGLE CREEK, INC.

Request for Architectural Change

This form and any accompanying documentation **MUST** be delivered or mailed to the ARB for approval at the following address **PRIOR** to commencement of any work: **Homeowners Association of Eagle Creek, Inc., c/o Sentry Management Inc., 10180 Eagle Creek Center Blvd., Orlando, FL. 32832 Ph. 407-207-7078**

***NOTE:** All requests must conform to the local zoning and building regulations, and you must obtain all necessary permits if your request is approved by the ARB. If you have any questions regarding this form, please refer to the Homeowners Association of Eagle Creek ARB Request Form Instructions (attached), or your copy of the Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek; or contact Sentry Management at 407-207-7078 or e-mail: manager@hoaeaglecreek.com.

TO BE COMPLETED BY PROPERTY OWNER:

Name: _____ Lot # _____

Property Address: _____

Mailing Address (if different): _____

Home #: _____ Work #: _____ Cell #: _____ Fax #: _____

E-mail Address: _____

DETAILED DESCRIPTION OF CHANGE(S), INSTALLATION(S) OR ADDITION(S):

Estimated Duration: Start Date _____ **Completion Date** _____

SPECIFICATION(S):

Dimensions: _____

Color(s) (**MUST** attach sample chips): _____

Material(s): _____

LIABILITY: I take full responsibility and am personally liable for any damage that might occur to any property as a result of, and during the completion of, this project.

SIGNATURE: _____ DATE: _____

TO BE COMPLETED BY THE HOA AND ARB:

Received by HOA on: _____ Forwarded to: _____ On: _____

APPROVED CONDITIONAL DENIED By: _____ Date: _____

APPROVED CONDITIONAL DENIED By: _____ Date: _____

ARB Comments: _____

Nothing contained in this application or any approval hereof shall constitute a representation that any component of the design, construction, work and/or materials (the "Improvements") proposed by the within named homeowner (the "Applicant") is suitable for any particular purpose or is compliant with any applicable governmental ordinances, rules, regulations, codes and other laws. It is the sole responsibility of the Applicant to ensure compliance with all such laws and the ARB and Homeowners Association of Eagle Creek, Inc. expressly disclaim any responsibility or liability therefor.

INDEMNIFICATION AGREEMENT

THIS AGREEMENT, dated this ____ day of _____, 2017 (the "Effective Date"), by and between _____, ("Owners"), and Eagle Creek Homeowner's Association, Inc. ("Association"), a Florida non-profit corporation having its principal place of business in Orange County, Florida.

RECITALS

A. Owners contemplate performing work at their residential address, which physical address is set forth as follows: _____ ("Premises") and Owner's by and through their licensed and insured vendors will _____ (type of work being performed) in the _____ (location of work being performed) of the Premises.

B. Owner's will need to direct their vendors to use land belonging to the Association in order to further construction of the _____ on the Premises.

C. Association has required, as a condition precedent to allowing access to the Association's land that the Owners and their Contractor or Subcontractors indemnifies and holds Association harmless against and from certain obligations for which Association may incur liability, whether as owner or holder in possession.

THEREFORE, for good and valuable consideration of N/A, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Association and General Contractor & Subcontractor hereby agree as follows:

AGREEMENT

I. No Duty of Association to Investigate, Supervise, or Remedy

Anything in this Agreement to the contrary notwithstanding, and regardless of any disclosures made by Owners, General Contractor & Subcontractor to Association in, the Association shall have no duty or obligation to investigate or monitor any condition in, on, or at the Premises or on the Association's property, or to supervise, or participate in the investigation or remediation of any condition in, on, or at the Premises or the Association's property.

II. Indemnity

1. Owner and by and through Owner their General Contractor & Subcontractor each shall and does hereby indemnify and hold Association, Eagle Creek Development Corporation, its employees, agents, officers, directors, board members, trustees, and shareholders [collectively referred to as the "Association"] harmless from and against all loss, cost, expense, damage, injury, obligation, liability, penalty, fine, suit, and settlement including, without limitation, reasonable attorney and consultant fees and expenses, reasonable investigation and fees and expenses, the costs of remediation as required by any governmental authority, court costs and other litigation expenses, of whatever kind or nature, known or unknown, contingent or otherwise, arising out of any claim, obligations or covenants, contained herein that result in a damage to the indemnified parties including but not limited to:

- (a) Any and all claims of personal injuries arising under any statutory or common law tort theory resulting from the Owners, General Contractor & Subcontractor use of the Association's land;
- (b) Any and all claims of personal injuries arising under any statutory or common law tort theory resulting from or arising from third party use of the Association's land, whether said use is authorized or unauthorized;
- (c) Liability for personal injury or property damage arising under any statutory or common law tort theory, including, without limitation, damages assessed for the maintenance of a public or private nuisance at or near the Association's land; and/or
- (d) Any other environmental matters affecting the Premises and/or the Association's land within the jurisdiction of the United States Environmental Protection Agency, any other federal agency, the Florida Department of Environmental Protection, or any state or local environmental agency or political subdivision or any court, administrative panel, or tribunal.

2. This is an absolute, unconditional and continuing indemnity that shall be in addition to all other obligations or liabilities Owners, General Contractor & Subcontractor each may have to Association pursuant to this Agreement, statute, or otherwise.

3. Owners additionally warrant and guaranty that any and all damage resulting from either directly or indirectly from Owners' use of the Premises or of the Association's land, including use or impact caused by General Contractor

or Subcontractor, Owners shall immediately compensate the Association the cost of damages in order for the Association to remedy any impact or damage to the Association's land. Such amount must be paid within 10 days of written demand by the Owners to the Association, else the Association shall have the absolute right without further notice to reduce the demanded costs and all reasonable fees, including attorney's fees, to the Owners' ledger as an authorized Individual Assessment and collectible in the same manner as unpaid Regular Assessments. **Owner must restore the Association's area to its original and undamaged condition within 30 days from the date of the final inspection of the pool, the Association shall incur unliquidated damages in the amount of \$1,000.00 plus actual costs and fees.**

III. *Assignment, Successors, and Third Parties*

1. Owners, General Contractor & Subcontractor each may not assign General Contractor & Subcontractor obligations under this Agreement without the prior written consent of Association, which may be withheld in Association's sole discretion. Association may freely assign this Agreement in connection with (but only in connection with) Association's sale, transfer, or other assignment of Association's rights without the consent of General Contractor & Subcontractor being sought or obtained.

2. This Agreement shall be binding on and inure to the benefit of Association and General Contractor & Subcontractor each and each of their respective successors and assigns.

3. No term or provision of this Agreement is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation, or other entity not a party hereto. No such other person, firm, corporation, or entity shall have any right or cause of action hereunder.

IV. *General Considerations*

1. *Notices.* All notices, demands, and requests to be made or given under this Agreement shall be given via first class certified mail at the address identified below on the signature page.

2. *Headings.* The headings in this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.

3. *No Waiver.* The waiver by Association or Subcontractor of any right granted under this Agreement shall not be deemed a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

4. *Entire Agreement.* This Agreement contains the entire understanding of the parties with respect to the subject matter hereof.

5. *Amendment.* This Agreement cannot be altered or amended except pursuant to an instrument, in writing, signed by Association and General Contractor & Subcontractor.

6. *Construction.* This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions of this Agreement shall be construed in accordance with their usual and customary meanings. Association and Subcontractor hereby waive the application of any rule of law that otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular and the singular the plural. The words "hereof," "herein," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. All references to "Sections" herein shall refer to the sections and paragraphs of this Agreement unless specifically stated otherwise.

7. *Severability.* If any provision of this Agreement or any portion of any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality, or unenforceability shall not alter the remaining portion of such provision, or any other provisions hereof, as each provision of this Agreement shall be deemed severable from all other provisions hereof.

8. *Attorney's Fees.* If there is any litigation between Association and Owners to enforce or interpret any provisions hereof or rights arising hereunder, Association may recover all costs and expenses, including, without limitation, reasonable attorneys' fees incurred by Association, such fees to be determined by the court sitting without a jury.

9. *Governing Law & Venue.* This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, County of Orange. The mandatory venue selected for any claim shall be Orange County, Florida.

10. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The partially executed signature page of any counterpart of

this Agreement may be attached to any other partially executed counterpart of this Agreement without impairing the legal effect of the signature(s) on such signature page.

11. *Interest.* In the event that Association incurs any obligations, costs, or expenses under this Agreement, Owners shall pay Association immediately upon written demand, and if such payment is not received within 10 days, interest on such amount shall accrue at the default rate of 18% interest per annum, until said obligation is paid in full.

12. *Cumulative Remedies.* All rights and remedies of Association hereunder shall be cumulative and may be exercised singularly or concurrently.

IN WITNESS WHEREOF, the parties have caused this Indemnification Agreement to be duly executed as of the day and year first above written.

ASSOCIATION

Eagle Creek, Inc.

By: _____

Printed Name: _____

Date: _____

Owners

Property Address:

By: _____

Printed Name: _____

Date: _____

&

By: _____

Printed Name: _____

Date: _____



Homeowners Association of Eagle Creek, Inc.
10180 Eagle Creek Center Blvd.
Orlando FL 32832

ACCESS WAIVER

DATE: _____

I, _____ GIVE
ADJACENT NEIGHBOR'S NAME & ADDRESS PRINTED

_____ PERMISSION
OWNER'S NAME PRINTED

AND _____ PERMISSION TO USE DESIGNATED AREA OF MY
PROPERTY FOR ACCESS DURING CONSTRUCTION.

I UNDERSTAND _____ IS RESPONSIBLE
OWNER'S NAME
FOR ANY DAMAGES THAT OCCUR.

ADJACENT NEIGHBOR'S SIGNATURE

DATE

OWNER'S SIGNATURE

DATE