

HOMEOWNERS ASSOCIATION OF EAGLE CREEK, INC.
ARCHITECTURAL REVIEW BOARD REQUEST FORM INSTRUCTIONS

PLEASE READ THESE INSTRUCTIONS CAREFULLY

1. The Architectural Review Board (ARB) request form must be completed and approved **BEFORE** any work commences on the property.
2. Your request **must be submitted no less than seven (7) days prior to the ARB meeting** at which you desire to have your request reviewed; provided, however, the approval process can take up to thirty (30) days from the date the ARB receives your request; therefore, please plan accordingly.
3. The property owner shall complete the relevant parts of the form and sign it as indicated on the form.
4. For ALL requests, each item must be submitted from the attached requirement page. If any item is missing from that page, the application will be deemed denied.
5. ARB request forms, together with the required documentation, must be delivered, mailed or scanned in color to Eagle Creek's management company (Sentry Management, Inc.) at the following address:

Homeowners Association of Eagle Creek, Inc.

c/o Sentry Management, Inc.

10180 Eagle Creek Center Blvd.

Orlando FL, 32832

Manager@HOAEagleCreek.com

Admin@HOAEagleCreek.com

6. Sentry Management will process and forward your request to the ARB. The ARB may solicit input from the HOA Board of Directors in making their decisions. **ALL** decisions are based on some or all of a number of factors including applicable rules and regulations (if any), the Declaration of Covenants, Conditions, Easements and Restrictions, the Architectural Guidelines and the discretion of the ARB. **Please note: Sentry Management has NO decision making power in this matter and will have NO information on the status of your request until after the scheduled ARB meeting.**
7. Once the request is approved or denied, the ARB will return the request form to Sentry Management. A copy of your original request will then be mailed to you, which may include additional comments from the ARB explaining any additional conditions of approval or the reason(s) for disapproval, as appropriate.
8. Once approved, all work must be completed within 120 days of commencement of the work unless additional time is granted by the ARB. You must notify management once work is completed so that a re-inspection can take place.

Requirements

WINDOWS AND SCREEN ENCLOSURES

- All custom homes must have windows approved individually.
- Production home windows must be white, bronze, or tan aluminum or vinyl
- All screen enclosures, including pool enclosures, must be black or bronze aluminum with black or bronze mesh
- Metal roofs on lanais must match the architecture of the Dwelling, cannot be of reflective finish, and must be same color as screen enclosure, if any.

Checklist:

- Photos of all four existing elevations of the home at time of application submittal
- Site plan or survey depicting the placement & dimensions of the requested modification.
- Photo showing the area behind your property
- Photo indicating location or placement of the item to be used
- Materials and color selections
- Samples or photo brochures of item to be used
- Indemnification Agreement



2018 ARB MEETING SCHEDULE

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

*** Dates and Time Are Subject to Change ***

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 _____, 2018 (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**



TOWNHOME WAIVER

I _____ (name) the owner of property address _____ understand that any modifications that I or my contractor or agent make to my townhome may affect the exterior of my unit, the townhome building or the surrounding area.

As such, I acknowledge that I am responsible for any corrections or repairs that the association deems necessary as a result of any damage that the modification has caused to the subject townhome as well as the surrounding area.

This includes but is not limited to damage to the exterior structure & changes in the existing permitted drainage pattern.

In the event that it is determined that the drainage pattern has been altered the homeowner would be responsible for all costs for correcting the same.

I understand that it is my sole responsibility to ensure that any modifications abide by Orange County regulations.

Examples of modifications which may cause a negative effect to the townhome or surrounding area include but are not limited to:

- Paver installation
- Screen enclosure installation with screened roof
- Screen enclosure installation with enclosed roof
- Satellite dish installation
- Security camera installation
- Gutter installation
- Irrigation modifications
- Security cameras affixed to exterior of the building
- Lights affixed to the exterior of the building

Date

Date