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 <u>Manager@HOAEagleCreek.com</u> 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

Addition/Renovation

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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

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

POOL & POOL ENCLOSURES

- All swimming pools shall be in-ground. Above ground pools are not permitted.
- All pool design plans including deck, spa and equipment location must have ARB approval.
- Construction access route must be approved by the ARB. If construction access impacts HOA's or a neighbor's property, owner must obtain permission from HOA or such neighbor, as applicable, and indemnify HOA or such neighbor.

- Propane tanks must be buried and may not be in the minimum setback or utility easements.
- All pool equipment must be shielded by hedges/landscaping.
- Screen enclosures must be black or bronze finish.

Checklist:

Photos of all four 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

FENCES AND WALLS

- No wall or fences shall be constructed or placed on a lot except as approved by the ARB
- Fences shall conform to Eagle Creek fence guideline and specifications approved by the ARB
- The fence line will allow and be within the side and rear lot lines according to industry standards. The fence must fully enclose the rear yard
- The fence must contain at least one gate for access to the rear yard in a location approved by the ARB

I understand that my fence must not attach to any existing adjoining fence. Initial:	
FENCE SPECIFICATIONS	

Fences shall be a maximum of 60' high aluminum style UAF-200 flat top, as manufactured by Ultra Aluminum Mfg, Inc. or equivalent. For further details go to www.ultrafence.com

Color: Black

Pickets: 5/8" sq. x .062" thick

Space between pickets: 3 7/16"

Rails:

Top Wall: 1 1/8" x .062" thick Side Wall: 1" x .080" thick Standard Post: 2" sq x .080 thick Post Spacing: 72 ½" on center

Chec	klist:
	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
	Indemnification Agreement
• •	Exterior paint colors must be approved by the ARB and must conform to the applicable color scheme approved by the ARB (Approved color books are located in the HOA office for review) Exterior paint color on a home may not be the same as exterior paint color on a home next door or across the street from such home Exterior paint color may not be changed from original approved color without ARB approval

Checklist:

Photos of all four existing elevations of home at time of application submittal
Color (must attach sample chips)
Indicate new paint colors including main body, trim, door, shutters, accents, etc.
Indemnification Agreement

LANDSCAPING

- Each yard must have an underground automated irrigation system
- Dead/diseased trees that are removed must be replaced with another tree
- Fruit & vegetable gardens & bamboo are not permitted
- Hedges are not permitted in any setback & cannot exceed 5 ft in height
- Each lot must have shrubbery on the front and side yards
- Side yard buffer plants shall not extend any closer than ten (10) ft of the right of way line.
- Orange County Code provides for a specific number of shade trees per lot as follows: (Oak, Maple, Sycamore are examples of shade trees)
 - o Lots less than 5,000 square feet shall contain a minimum of 1 shade tree

- o Lots 5,000 to 7,999 square feet shall contain a minimum of 2 shade trees
- o Lots 8,000 to 11,999 square feet shall contain a minimum of 4 shade trees

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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
Indemnification Agreement

ROOFING & GUTTERS

- Architectural grade dimensional shingle must be certified minimum
- Tile roof
- All materials must have ARB approval

I under Initial:	stand that gutters must not change the existing permitted drainage pattern.
Checkl	ist:
	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
	Indemnification Agreement

PAVER INSTALLATIONS & DRIVEWAYS

- All sidewalks, patios, driveways etc., shall be made of concrete or brick pavers.
- All driveways must be a minimum of 16-feet wide for single family detached homes
- No asphalt or gravel is permitted
- Stained or painted driveways, patterns or logos are not permitted
- Driveway extensions or widening may be permitted subject to ARB approval, to the aggregate width of 5 additional feet & may not extend to the driveway's apron

Checklis	st:
	Photos of all four existing elevations of home at time of application submittal
	Site plan or survey depicting the placement & dimensions of the modification.
	Photo indicating location or placement of the item to be used
	Materials and color selections
	Sample or photo brochures of item to be used
	Indemnification Agreement
To inclu	neous Exterior Changes de any changes made to the exterior of the home including shutters, doors, light solar panels, satellite dish, etc.
	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



2018 ARB MEETING SCHEDULE

January	ARB MEETING Tuesday, January 9th EAGLE CREEK RECREATION CENTER @ 10AM 10180 Eagle Creek Center Blvd. Orlando FL 32832 Submission deadline 3rd	ARB MEETING Wednesday, July 11th EAGLE CREEK RECREATION CENTER @ 10AM 10180 Eagle Creek Center Blvd. Orlando FL 32832 Submission deadline 4th	July 11
February 14	ARB MEETING Wednesday, February 14th EAGLE CREEK RECREATION CENTER @ 10AM 10180 Eagle Creek Center Blvd. Orlando FL 32832 Submission deadline 7th	ARB MEETING Wednesday, August 8th EAGLE CREEK RECREATION CENTER @ 10AM 10180 Eagle Creek Center Blvd. Orlando FL 32832 Submission deadline 1st	August 8
March 14	ARB METING Wednesday, March 14th EAGLE CREEK RECREATION CENTER @ 10AM 10180 Eagle Creek Center BIVd. Orlando FL 32832 Submission deadline 7th	ARB MEETING Wednesday, September 12th EAGLE CREEK RECREATION CENTER @ 10AM 10180 Eagle Creek Center Blvd. Orlando FL 32832 Submission deadline 5th	September 12
	ARB MEETING		
April 11	Wednesday, April 11th EAGLE CREEK RECREATION CENTER @ 10AM 10180 Eagle Creek Center BIVd. Orlando FL 32832 Submission deadline 4th	ARB MEETING Wednesday, October 10th EAGLE CREEK RECREATION CENTER @ 10AM 10180 Eagle Creek Center Blvd. Orlando FL 32832 Submission deadline 3rd	October 10
April 11 May	EAGLE CREEK RECREATION CENTER @ 10AM 10180 Eagle Creek Center Blvd. Orlando FL 32832	Wednesday, October 10th EAGLE CREEK RECREATION CENTER @ 10AM 10180 Eagle Creek Center Blvd. Orlando FL 32832	October 10 November 14

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 COMPI	LETED BY PROPI	ERTY OWNER:	
Name:			Lot #	
Property Address:				
Mailing Address (if diffe	rent):			_
Home #:	_ Work #:	Cell #:	Fax #:	_
E-mail Address:				-
DETAILED DESCRIPT	TION OF CHANGE(S),	INSTALLATION(S) OR ADDITION(S):	
Estimated Duration: Sta	art Date	Comp	letion Date	_
SPECIFICATION(S): Dimensions:				
Color(s) (MUST attach s	ample chips):			_
Material(s):				-
LIABILITY: I take full resp the completion of, this proje		liable for any damage	that might occur to any property as a result of	of, and during
SIGNATURE:			_ DATE:	_
	TO BE COMPLE	ETED BY THE	HOA AND ARB:	
Received by HOA on:	Forwa	arded to:	On:	_
☐ APPROVED ☐ CO	ONDITIONAL Den	TED By:	Date:	
		-	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	een
, ("Owners"), and Eagle Creek Homeowner's Association, Inc. ("Association")	
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 th	eir
follows: ("Premises") and Owner's by and through the licensed and insured vendors will (type of work bei	ng
performed) in the (location of work being performed) of the Premises.	U
B. Owner's will need to direct their vendors to use land belonging to the Association in order to furth	ner
construction of the on the Premises.	
C. Association has required, as a condition precedent to allowing access to the Association's land that the Owne	ers
and their Contractor or Subcontractors indemnifies and holds Association harmless against and from certain	ain
obligations for which Association may incur liability, whether as owner or holder in possession.	
THEREFORE for good and valvable consideration of N/A the receipt and sufficiency of which are home	. h. .
THEREFORE, for good and valuable consideration of N/A, the receipt and sufficiency of which are here	
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 <u>10</u> 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	Owners	
Eagle Creek, Inc.	Property Address:	
Ву:		
Printed Name:		
Date:	Ву:	
	Printed Name:	
	Date:	
	Date	
	&	
	D.,,	
	By:	
	Printed Name:	
	Date:	



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

ACCESS WAIVER

DATE:	
I,ADJACENT NEIGHBOR'S NAME & ADDRES	GIVE S PRINTED
OWNER'S NAME PRINTED	PERMISSION
AND	PERMISSION TO USE DESIGNATED AREA OF MY
PROPERTY FOR ACCESS DURING CONSTR I UNDERSTANDOWNER'S NAMFOR ANY DAMAGES THAT OCCUR.	IS RESPONSIBLE
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