



Serenoa Homeowners' Association, Inc.
200 11th Sq. SW, Vero Beach, FL 32962

ARCHITECTURAL MODIFICATION REQUEST

(Please allow up to 30 days for approval after receipt by ARC Committee)

Please sign page 2 of this form and return both pages to Elliott Merrill Management:
Mail: 835 20th Place, Vero Beach FL 32960. Email: NaomiL@elliottmerrill.com, or Fax: 772-569-4300.

Date _____ Phase/Lot # ____ / _____ **ARC Assigned #** _____

Homeowner(s) _____

Address _____, Vero Beach, FL 32962

Phone _____ Email _____

Estimate time to complete project once approved: _____

A **detailed site plan or survey** showing the proposed exterior modification **MUST** be attached to this form. To avoid delays please refer to the Association's Architectural Guidelines prior to filling out this form. Incomplete requests may result in a delay or denial of your request. **The homeowner MUST sign the Hold Harmless Agreement located on page 2 of this form.**

****ALL WORK MUST BE COMPLETED WITHIN 12 MONTHS OF BEING APPROVED BY THE ARC. ANY WORK NOT COMPLETED WILL REQUIRE A RE-SUBMISSION AND IS SUBJECT TO THE ARC GUIDELINES IN PLACE AT THE TIME THE REQUEST IS RE-SUBMITTED. ****

DESCRIPTION (please include detailed description of modification as well as materials used, colors, size. When applicable and if available attaching photo(s) will be helpful).

(All approvals are subject to the requirements of all applicable governmental authorities.)

SERENOA HOA HOLD HARMLESS ACKNOWLEDGEMENT

- There shall be no liability on the Serenoa HOA Board of Directors, the Architectural Review Committee (hereinafter referred to as the ARC), or any authorized committee representative of the association for any loss, damage or injury arising out of, or in any way connected with, the performance of the duties of the ARC.
- I agree to hold harmless the Board of Directors and/or Architectural Review Committee in their review of any matter submitted to such Committee.
- Neither the ARC nor the Board of Directors is responsible for passing on safety, whether structural or otherwise, on conformance with building codes or other governmental laws and regulations, nor shall any such Committee's approval of an improvement of property be deemed approval of such matters.

OTHER CONDITIONS

1. I will pay for and secure any/all necessary licenses and permits as may be required by law and will not start on the improvement until I have obtained all required approval and permits. Approval of the improvement or change by the Association **DOES NOT** constitute approval by local government entities, including but not limited to local building or zoning departments, drainage design or structural soundness.
2. Contractors used for my approved modification should carry liability insurance, workers compensation insurance and be appropriately licensed per the MDCCRR of Serenoa Subdivision. If not, I understand I will be responsible for any damage caused by my contractor while in Serenoa.
3. I will be responsible for future maintenance and repairs of the improvement or change. The Association will NOT maintain the improvement or change, nor will the Association be responsible for repairing any damage to the improvement or change, nor any damage or infringement of adjoining properties caused as a result of the improvement or change. In the event the construction of the requested improvement or change causes damage to any property within the community, I will bear the full responsibility for that damage.
4. **If this request is for landscaping, it is my responsibility to understand the growth habits and limits of my plantings and their locations(s) so as not to interfere with drainage or my neighbor's property as the plantings mature.**
5. I will be responsible for immediate, proper disposal of any/all trash, debris, material, etc. generated, as a result of the work.
6. **All applications, *approved or denied*, are further subject to the Association governing documents: Declaration of Covenants, Conditions and Restrictions, By-Laws and Articles of Incorporation. Any improvement which, although mistakenly approved by the Board of Directors and/or ARC, that is in contravention of the provision of the Declaration, Rules and Regulations or any governmental code, regulation, statute or ordinance is deemed right to enforce said covenant, rule or regulation as if the request of the improvement had been denied.**
7. I will notify the Association when the modification has been completed for any final inspection necessary.
*** I understand all work must be completed within 12 months of being approved by the ARC. Any work not completed will require a resubmission and is subject to the ARC guidelines in place at the time the request is re-submitted.**
I authorize entry onto my property for exterior inspection. Failure to notify the ARC of project completion or refusal to allow inspection shall result in the withdrawal of the ARC's approval of my request.
8. I will be responsible for the Association's reasonable attorney fees and costs related to my failure to obtain approval or to properly complete the improvement regardless of whether my request or application is later approved.
9. The Association may request additional information relating to my improvement prior to approving this request and/or prior to the completion of the improvement and I will immediately comply with any such request(s). Failure to comply shall result in the withdrawal of the ARC approval, if previously granted, and waiver of any time limits imposed upon the Association.
10. If the improvement as built or completed does not conform to the improvements as approved by the ARC, upon written request of the HOA I will at my own expense and cost, promptly restore the property to substantially the same condition as existed prior to commencement of the improvement.

Printed Name and Signature of Homeowner

Date Submitted