

# **Baycrest Application / Request for Modifications to Architecture**

## **(includes Pelican Landing form)**

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The process for approval of modifications to architecture is dictated by the Baycrest Board of Directors **and** Pelican Landing's Design Review Committee.

1. The modifications application (6 pages) is to be completed by the Homeowner and given to a member of The Architectural / Landscaping Committee for review and recommendation to the Baycrest Board. Note that the Pelican Landing Design Review Committee has its own form which must be completed by the Homeowner as well. This is attached as pages 5 & 6 of the Baycrest application form.

An application for approval for any alteration/modification occurring outside the exterior walls of the home must be accompanied by **plans, a sketch and/or description** of the alteration requested. Specific **materials** to be used, **location, size and type of construction or modification must be included.**

**As a condition precedent to granting approval of any request for a change, alteration or addition to an existing basic structure, the applicant (Homeowner), the heirs, successors and assigns thereto, hereby assume sole responsibility for the repair, maintenance or replacement of any such alteration or addition.**

2. A member of the Landscape / Architectural Committee will accept, review, sign off on and forward recommended requests to the Baycrest Board of Directors or Board Designee for approval.

3. The Homeowner must forward requests approved by Baycrest's Board to Pelican Landing's Design and Review Committee for approval.

4. The homeowner will be notified by Pelican Landing when the architectural modifications are approved for implementation.

**If for any reason a request is not approved at any point in the process, the Homeowner will be notified and given the reason why approval was denied.**

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**Description and detail of architectural modifications requested can be indicated in this space or on an attached sheet. (Note: if architectural changes also include, or will include, landscaping / irrigation modifications, a separate request for landscaping modifications must also be completed and submitted to Baycrest.)**

If approval is granted for architectural modifications, it is not to be construed to cover approval of any County Code requirements. **A building permit is needed for most property alterations and / or improvements.**

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It is understood and agreed that Baycrest Homeowners' Association, Inc. is not required to take any action to repair, replace or maintain any such approved change, alteration or addition or any damage resulting from or for any reason to the existing original structure; or any other property.

**THE HOMEOWNER ASSUMES ALL RESPONSIBILITY AND COST FOR ANY ADDITION OR CHANGE AND ITS FUTURE UPKEEP, CONSISTENT WITH BAYCREST DECLARATIONS AND DOCUMENTS.**

It is also agreed that **any damage, injury or death resulting** from the modifications made to a property, either directly or indirectly, **will be the sole responsibility of the homeowner** leaving the Baycrest Homeowners' Association harmless from any such claims.

Homeowner's Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Baycrest Address \_\_\_\_\_

Phone \_\_\_\_\_

Received for the Architectural / Landscape Committee by name \_\_\_\_\_  
on date \_\_\_\_\_

Board Approval Given by name \_\_\_\_\_

or denied by name \_\_\_\_\_

on date \_\_\_\_\_

Comments:

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**ACKNOWLEDGEMENT OF NEIGHBORS**

Architectural modifications to any home may have a significant impact on adjacent neighbors. Therefore Baycrest requires that an Applicant advise their neighbors on either side, in writing, in person or by phone, about the details and timing of modifications outlined in this application. The neighbors' signatures (or an email from the neighbor) acknowledging that they are aware of the proposed modification is required as part of this application.

The Applicant Homeowner will be responsible for restoration or repair of any damage to the adjacent properties listed below including all costs to move, repair or replace irrigation equipment or heads, sod, landscape plantings, lanai screens or cages or any other property damage on Applicant's property or adjacent properties.

To: The Baycrest Board of Directors

The signatures below confirm the acknowledgment of our neighbors in respect to the architectural modifications outlined in this application.

Applicant's signature \_\_\_\_\_ Date \_\_\_\_\_

1st Neighbor (print name) \_\_\_\_\_

(Baycrest address) \_\_\_\_\_

(signature) \_\_\_\_\_ Date \_\_\_\_\_

2nd Neighbor (print name) \_\_\_\_\_

(Baycrest address) \_\_\_\_\_

(signature) \_\_\_\_\_ Date \_\_\_\_\_



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**WAIVER OF LIABILITY AND RELEASE FORM**

WHEREAS, the undersigned owner of \_\_\_\_\_ Galashields Circle (Lot \_\_\_\_\_) of BAYCREST is desirous of changing or altering the exterior of the building and/or lot;

WHEREAS, the Baycrest Homeowners' Association, Inc., ("the Association") desires to allow said alteration or change if and only if the owner agrees to indemnify and hold the Association harmless for any claims for damage, injury or death to owner or owner's property resulting directly or indirectly from the alteration being performed by owner; and

NOW, THEREFORE, it is hereby agreed that:

1. The undersigned owner hereby agrees that the owner shall release, indemnify and hold the Association and its officers, directors, and members harmless from any claims; demands, suits, judgments, actions, causes of action, debts, sums of money, accounts, claims and demands arising out of or related to the owner's performance of any alterations or changes on the lot as set forth herein. The parties hereto acknowledge that Association has paid lot/unit owner One Dollar (\$1.00) as specific consideration for the indemnification herein provided, the receipt and adequacy of which is hereby acknowledged.

**Witnesses (two)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Date

**Lot Owner**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Date

**Baycrest Homeowner's Association, Inc.**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name/Title

Date: \_\_\_\_\_