

Property Address _____

Date _____

**Waterway Cove Homeowners Association
Architectural Application and Agreement**

Please complete this application and submit your application package at least 30 days in advance of the start date for your improvement. A letter of approval from the Architectural Review Committee must be received prior to commencement of any improvements or alterations.

APPLICATION PACKAGE: Each package must include: your application, drawings, plans, photos, manufacturer's literature showing proposed improvements/alterations, the location(s) on the lot, dimensions, materials (construction, hardscape, landscape, equipment) and paint/stucco color samples. Drawings should be to scale and elevation drawings must be included where applicable. Review fee: \$100.00. Resubmittal fee: \$25.00. Make checks payable to Waterway Cove HOA.

Deliver to: Waterway Cove HOA
 P O Box 113
 Little River SC 29566
 By email: Richard@WaterwayCoveHOA.com

Please Print Complete Information as Requested

Owner Name _____	Date _____
Property Address _____	
Owner's Mailing Address (if different) _____	
Email address _____	Phone _____
Architect, Engineer, Contractor or Owner's Representative _____	
Proposed Start Date _____	Proposed Completion Date _____

Please list and describe all proposed improvements/alterations:

_____ Owner's Initials

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Neighbor Awareness

Signatures are required from neighbors who own contiguous lots to the lot upon which the improvements are proposed, as well as direct sight view neighbors (i.e., across the street). This includes any neighbor who will be impacted in any way from the proposed improvements. By obtaining neighbors' signatures, you demonstrate to the committee that you have reviewed the plans of your proposed improvements with homeowners who will be affected.

NEIGHBORS PLEASE READ BEFORE SIGNING

BY SIGNING BELOW YOU ATTEST THAT YOU:

1. Have reviewed this application and the plans for the proposed improvements/alterations
2. Have listed any objections to the proposed improvements/alterations below or on a separate form.
3. The HOA/ARC will consider written objections in the approval process, but ARC approvals are not contingent on neighbors' signatures, comments or objections.

Name	Signature	Address	Date
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Circle one: AGREE or OBJECT If object, provide reason for objection.

Name	Signature	Address	Date
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Circle one: AGREE or OBJECT If object, provide reason for objection.

Name	Signature	Address	Date
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Circle one: AGREE or OBJECT If object, provide reason for objection.

Name	Signature	Address	Date
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Circle one: AGREE or OBJECT If object, provide reason for objection.

The Committee will notify you if additional signatures are required.

Contractor Handout

Provide initialed copy with ARC package submission

Also provide a copy to your contractor

Building materials may not be stored on streets, sidewalks, neighbors' property, or on property ownerd and/or maintained by the Association.

Streets may not be obstructed by construction equipment.

All rubbish, debris and unsightly material or objects of any kind shall be regularly removed from the property and shall not be allowed to accumulate thereon.

No signs shall be displayed on any property with respect to tradesmen, contractors or installers.

No structure of a temporary nature (except approved temporary trash receptacles) shall be placed or allowed to remain on any lot (i.e., Porta Potties are NOT ALLOWED).

Any damage caused by containers or construction equipment to community streets or adjacent properties shall be the responsibility of the contractor/homeowner.

All construction and equipment related vehicles must leave the asociation at designated hours. No overnight storage or parking. Trailers may not stay in the community overnight.

Construction hours are:

Monday - Friday 8am - 8pm

Saturday 8am - 8pm

Sunday / Federal Holiday 10am - 6pm

OWNERS PLEASE READ BEFORE SIGNING

I/WE UNDERSTAND AND AGREE THAT:

1. No improvements/alterations listed in this application shall commence until written approval from the Association has been received by me/us. If I/we begin improvements prior to receiving written approval, I/we may be fined a non-refundable assessment of one hundred dollars (\$100.00).
2. Committee approval does not waive or constitute or reflect compliance with any federal, state or local law, ordinance or code. Approval by the Committee does not relieve or satisfy an Owner's obligation to comply with all government laws and regulations affecting use of property. Approval by the Committee does not constitute approval by the County, and approval by the County does not constitute approval by the Committee.
3. Committee approval does not constitute acceptance of any technical or engineering specifications, and the Association assumes no responsibility for such. Owner is responsible for all technical and engineering specifications. Approval by the Committee does not warrant structural safety, conformance with building codes or other applicable governmental requirements.
4. Any oversight of a provision of the governing documents does not waive the rule. Corrections may be required. Only improvements depicted on the plans can be reviewed by the Committee. Owner is responsible to ensure all improvements are depicted on the plans submitted. Any improvements not depicted on the plans are not approved. Any changes to approved plans shall be deemed unapproved until resubmitted and approved. Approval of plans and specifications shall apply only to the property for which approval is granted and is not authorization to proceed with improvements on any other property other than the property reviewed by the Committee and owned by the Applicant.
5. Building materials may not be stored on streets or on property owned and/or maintained by the Association. Streets may not be obstructed by construction equipment. All rubbish, debris and unsightly material or objects of any kind shall be regularly removed from the property and shall not be allowed to accumulate thereon. No signs shall be displayed on any property with respect to tradesmen, contractors, or installers. No structure of a temporary nature (except approved temporary trash receptacles) shall be placed or allowed to remain on the lot (i.e., Porta Potties are NOT ALLOWED).
6. The proposed improvements will be at no cost whatsoever to the Waterway Cove HOA and any future maintenance shall be the responsibility of me, my heirs and/or assigns.
7. I/we agree to pay for, or reimburse the Association for any cost to repair or replace property to its original condition, including (but not limited to): sprinklers, plants, trees, grass, electrical lines or fixtures, pavement or any other expense that the Association incurs as a result of damage caused by my improvements or my contractors.
8. Approval of plans is subject to and does not constitute a waiver of the terms and provisions of the Association's Covenants, Conditions, Conditions and Restrictions (CC&R's) or other governing documents. Any violation of the Governing Documents must be corrected upon notice of violation.
9. In the event that the County requires modifications to the plans and specifications previously approved by the Committee, Owner shall submit to the Committee all modifications to the plans. The Committee shall have the right to review and impose further conditions on such modifications which are not consistent with the requirements imposed by the County. The Committee shall have the right to impose consistent with the requirements imposed by the County. The Committee shall have the right to impose conditions of approval of proposed Improvements which are more restrictive than conditions as may be imposed by the County.
10. All approved Improvements must be completed within 1 year of this application's approval. Failure to complete the work within one year may cause the approval to be rescinded, and I may be required to submit a new application. Any extenuating circumstances should be delivered in writing to the Committee.
11. I/We agree to notify the Association within 30 days of completion of my Improvements for follow-up inspection.
12. I/we indemnify the Association for all costs and/or attorney's fees expended to enforce the provisions of this agreement.
13. I/We have read and understand this Agreement, acknowledge receipt thereof and agree that all provisions therein are made a part of this application, including all homeowner obligations and liabilities as specified.
14. To the best of my knowledge this application and attachments thereto are complete and accurate.

Signature of Owner

Date

Owner's Initials

Property Address _____

Date _____

Submit this initialed page with your application.

FOR ARCHITECTURAL REVIEW COMMITTEE USE ONLY

Approved as presented

Approved with the following qualifications:

Rejected for the following reason(s):

Architectural Review Committee Signatures

Signature

Printed Name

Date

Signature

Printed Name

Date

Signature

Printed Name

Date

Signature

Printed Name

Date

Inspection: I signify that the improvements were completed as approved. (To be inspected and signed by one ARC member who approved the application)

Signature

Printed Name

Date

Owner's Initials