

**COVES OF HARBOR SPINGS CONDOMINIUMS
APPEARANCE OR ARCHITECTURAL CHANGE
OR IMPROVEMENT APPLICATION**

Section 1:

Date: _____

Name(s) _____

Address _____

Phone Number: (Home: _____) (Work: _____)

Section 2: Description of Change or Improvement.

Attachments to Description:

1. Sketch of change or improvements showing all pertinent information related to said change or improvement, including, but not limited to, colors, dimensions, construction materials, location of change or improvement in relation to property lines, Unit, and neighboring property or other structures or objects, or physical features of property, including, but not limited to swales, trees, utility transformer, vaults, etc.
2. A copy of your survey must accompany this application.
3. A legal description of your property must accompany this application.

Section 3: Application Affidavit.

1. I hereby agree to obtain all necessary building permits and to comply with all applicable building codes and begin the change and/or improvement within 30 days after approval, with completion within 90 days of start.
2. I hereby agree to comply with all Association Declarations, By-Laws, and Rules and Regulations in respect to this change and/or improvement.
3. I hereby agree to defend, indemnify and hold harmless the Association, its Unit owners, Members of the Board, Employees and Managing Agent from all loss, damage, liability, judgments, court costs, attorney's fees, interest or any other costs, penalties arising out of this change or improvement.
4. I hereby understand and agree that I am responsible for the future upkeep, insurance and maintenance of said change and/or improvement. Further, should said change interfere with any maintenance responsibility of the Association, I agree to remove my change, or have the Association remove my change at my expense.
5. I hereby agree to record this application and necessary supporting documents with the

ARCHITECTURAL CHANGE OR IMPROVEMENT APPLICATION

Recorder of Deeds and/or Registrar of Torrens of the County in which the property is located within 14 days after approval by Association, and supply the Association with a copy thereof within a reasonable amount of time. All recording costs shall be at my expense.

- 6. I hereby agree to permit the Association access to my property for purposes of enforcement of this Application.
- 7. I hereby agree that failure to comply with any of the above requirements may result in the revocation of the approval of my change and/or improvement and removal of my change and/or improvement and restoration of my property to a condition that existed immediately before approval of this Application.

All necessary costs and expenses to restore my property shall be at my expense, including but not limited to, construction costs, and consequential expenses, such as attorney’s fees, court costs, permit fees, etc.

Notwithstanding anything to the contrary, the Association, at its discretion, shall have the right and power to enter my property and repair said change and/or improvement should it fall into a state of disrepair which is not corrected within 14 days after written notice to me. All costs connected with such repair shall be charged to my assessment account and be collected by methods authorized by the Declaration, By-Laws, Rules and Regulations of the Association or laws of the State of Illinois.

- 8. I hereby agree and understand that this Application shall be binding on all successors, devisees, heirs, assignees, and transferees of my property. I further agree to inform them of the terms and conditions contained in this Application.
- 9. All verbal or written communication between the parties is expressed hereinabove, and no verbal understandings or agreements shall alter, change, or modify the terms and provisions of this Agreement, and the entire Agreement of the parties is expressed herein. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this agreement. Further, this agreement shall not be modified or altered by subsequent course of performance between the parties. In addition, should any provision of this Agreement be found to be unenforceable, all other terms and provisions shall remain in full force and effect.

Section 4: Notice:

All Notices shall be deemed delivered if delivered personally to Applicant or Members of his family 13 years or over, or mailed to the named applicant at his last known address by first class mail with postage prepaid.

X _____	X _____
Signature	Signature

Section 5: For Office Use Only:

Date Approved: _____ Date Rejected: _____

X _____	X _____
Signature	Signature
X _____	X _____
Signature	Signature