



Somerset Hills III Homeowners' Association Architectural Review Form

Revised January 2012

Instructions

Use and submit this form before you begin your project to avoid any CC&R violations.

Fill out completely and submit to Somerset Hills III Board of Directors or Architectural Committee at least 30 days in advance of your estimated start date. Retain a copy for your records.

Upon review by The Architectural Committee and/or The Board of Directors you will receive an approval or a request for more detail .

Retain your copy of the approved application .

Form can be submitted

via email to: Board@somersethills3.org.

**mail to : Somerset Hills III HOA
 PO Box 2881
 Eugene, OR 97402**

Or hand deliver to any Board Member or Architectural Committee Member

SOMERSET HILLS III DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by BREEDEN LAND CO., hereinafter referred to as "Declarant

ARTICLE V
ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to the Architectural Committee and approved in writing as to harmony of external design and location in relation to surrounding structures, topography and existing or planned plantings, by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. Any exterior maintenance of structures sharing a party wall with another structure shall require approval of the Board. This Article shall not apply to the Declarant.

ARTICLE VI
EXTERIOR MAINTENANCE

Each Owner shall be responsible for maintaining and keeping in good order and repair the interior and exterior of his own dwelling, including any garage or yard within lot lines.

In the event an Owner of any lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the buildings and any other improvements erected thereon.

Such maintenance or repair shall include, without being limited to, the following: Paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass landscaped areas, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces. Such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject as lien, and enforceable in the same manner. Damage caused by fire, flood, storm, earthquake, riot, vandalism or other causes other than normal wear from use and the elements shall be the responsibility of each Owner, but the Association reserves the right to replace the exterior of any structure damaged or destroyed from whatever cause and the cost of such repair or replacement may, in the discretion of the Directors, be added to and become a part of the assessment to which such lot is subject, and may become a lien, and be enforceable in the same manner. The Association shall reasonably maintain or provide for the reasonable maintenance of the Common Areas, including improvements to said Common Areas.

In addition to the maintenance upon the Common Areas, whenever a Tandem lot is in separate ownerships, and the separate Owners cannot agree upon private maintenance, the Association shall provide exterior maintenance upon each such lot, including but not limited to, paint, repair, replace and care for roofs, gutters, downspouts, and all other exterior building surfaces, excluding glass. In the event that the need for maintenance or repairs is caused by the willful or negligent act of one of the Owners of a Tandem lot, his family, guests or invitees, the cost of such maintenance or repairs shall be added to the at-fault Owner's Lot and become a part of the assessment to which such Lot is subject. Tandem lots by way of example are Lots 164/165, 166/167, 170/171, 177/178, 180/181, 196/197, 202/203, 212/213, 216/217, 223/224, 249/250, 254/255, 264/265, 270/271, of the Plat of Somerset Hills III.



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Homeowner Name(s): _____

Address: _____

Phone Daytime: _____ Evening: _____

Email: .. _____

Nature of work proposed Check all that apply

Structural _____ Landscaping _____ Painting _____

Repair _____ Remodel _____ New Const _____

Will this project alter the footprint of the existing structure? Yes _____ No _____

Will this project require a contractor? Yes _____ No _____

Contractor /Company Name: _____

Will this project require a Building Permit? Yes _____ No _____

Write a brief description of your project

Project Description Continued

Project Start Date: _____

Estimated Completion Date: _____

SH3 Committee Comments Internal Use Only

Internal Use Only

Date Received: _____

AC Liaison: _____

Further Review Needed? _____

Approval Date: _____