



Mail to: Bramblewood Architectural Control
Committee (BACC)

P.O. Box 388,
St. John, IN 46373

Email: Bramblewoodsghoa@gmail.com

Web: <https://bramblewoodstjohn.com/>

[Contact us web form](#)

Improvement Application

Owner's Information

Name	
Address	
Email	
Phone	

Agreement

The undersigned owner or applicant of the Bramblewood lot identified in the application below hereby applies for approval from the Bramblewood Architectural Control Committee (BACC) of the applicant's proposed improvements. Applicant acknowledges that the BACC is charged with the responsibility of enforcing the standards set forth in the Bramblewood Covenants. The applicant acknowledges and agrees that approval by the BACC must be obtained before work on the structure or work is begun. In the absence of written approval from the BACC, work begun or completed will be deemed as non-compliant and subject to the enforcement mechanisms established in the Bramblewood Covenants, to include reporting potential ordinance violations to the Town of St. John, and may result in the lot owner being held responsible for all fines, attorney fees and court costs incurred to enforce the Bramblewood covenants.

Applicant agrees to comply with the following terms and conditions:

1. This application will be reviewed by the BACC only if all applicable items required for all projects are submitted at the time of the completed and signed application.
2. Applicant acknowledges his responsibility for and warrants the accuracy of all items set forth in and reflected on the plans including, but not limited to, lot lines, survey stakes, building corner stakes, scale of plan.
3. Applicants, contractors and employees agree to strictly observe and perform, as the case may be, all provisions of the Bramblewood Covenants for applicant's lot and all rules of regulations of the BACC. Applicant further acknowledges that applicant has obtained a copy of the Bramblewood Covenants for applicant's lot, has read and is familiar with the same.
4. Applicant, contractors and employees agree to strictly observe and perform, as the case may be, all provisions of the procedural rules and regulations of the BACC (hereinafter referred to as "BACC rules"). Applicant further acknowledges that applicant has obtained a copy of the BACC rules, has read and is familiar with the same.
5. All easements, lot lines, setbacks or other valid, existing restrictions shall be strictly observed and maintained free of encroachment or violation thereof, in accordance with zoning and building codes.

6. Applicant on behalf of self, contractors and employees agrees that he shall be personally liable for any and all damages occurring in connection with the construction or grading including, but not limited to, damage to roads, trees, other vegetation, other realty or person. All road or sidewalks damaged by applicant, contractor and employees shall be repaired to the condition thereof which existed just prior to any construction commencing on the subject property.
7. Applicant acknowledges and agrees that approval, if given by the BACC, is based solely upon, and limited to, plans which are presently filed with BACC. Applicant agrees that NO changes, deviations, additions, deletions, modifications or corrections to these plans shall be made without prior written consent of the BACC. Thus, the applicant agrees that all construction shall strictly conform to plans formally approved by the BACC, without exception.
8. In the event the BACC determines that the construction or project site is being maintained inappropriately insofar as lumber, material and debris being located either off-site or blocking access areas, or that adequate soil erosion protection measures are not being maintained, or that the construction or project deviates from the plans approved by the BACC, the BACC may:
 - a. Notify the owner, in writing, by mail at the address provided by the owner in their application of the specific corrective action required by the BACC, owner will have five (5) days from the date of posting within which to cause the correction(s) to occur.
 - b. If owner does not correct within that time, the BACC may either: (1) order all work to stop on the job until satisfactory compliance has been met: (2) hire labor to (a) cause removal of lumber, material and debris if the violation relates to the proper location of material on-site or off-site, or (b) provide adequate soil erosion or protective measure: or (3) take whatever other action the BACC deems necessary and appropriate. All costs and/or expenses, incurred by the BACC regarding any of the above action shall be paid by the applicant within ten (10) days of billing therefore by the BACC, including but not limited to costs of site checks, court costs and legal fees actually incurred whether or not litigation is commenced.
 - c. A reasonable fine may also be imposed by the BACC for breach of any of the terms and conditions of this agreement so long as applicant is given at least fifteen (15) days prior written notice of (i) the hearing date set for consideration by the BACC of imposing such a reasonable fine and (ii) the reasons therefor. Applicant(s) may appear at said hearing and defend against the matters resulting in the notice of hearing.
9. In consideration of the full and faithful performance of each and every term and condition of this agreement by the applicant, including the applicant's contractors, employees, the BACC agrees to review the applicant's plans and either approve or disapprove the same within thirty (30) days of submission. Approval shall be given only if said plans conform to the Bramblewood Covenants for the lot containing applicant's property and to the BACC's reasonable rules and regulations generally applicable to all applicants.
10. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provisions hereof.
11. Applicant agrees to pay actual attorneys fees incurred by the BACC, including all costs and expenses in enforcing any of the above provisions whether or not litigation is commenced. Any action or lack of action taken by the BACC will be without prejudice to any of the rights and remedies the BACC has at law or equity.
12. The BACC is not charged with the responsibility of designing any structure, nor shall the BACC incur liability or responsibility for any decision made by a lot-owner. The BACC does not possess architectural or engineering expertise and lot-owners shall be entitled to rely upon any such advice offered by the BACC.
13. It is incumbent upon the applicant to satisfy all governmental requirements and to secure all required approvals, permits and inspections. Applicant is responsible for, and assumes all liability with respect to: (1) structural and soil engineering decisions; (2) soil stability and load bearing capacity; and (3) compliance with zoning and building ordinances.

- In consideration of the foregoing, the applicant submits herewith this Improvements Application for approval of the specified plans for improvements upon applicant's Bramblewood lot.*

Dated: _____

Name Printed

☐ Accessory building (shed/playhouse/pool house) ☐ Fence

☐ Addition to original structure ☐ Pool

☐ New build decks ☐ Detached structures (Pagoda/Pergola)

☐ Other additions requiring permits (Solar panels/Fire Pits)

Detailed description of improvements

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REQUIRED DRAWINGS AND APPLICATION SUBMISSION CHECK LIST

☐ One complete set of plans for proposed improvements signed by the applicant.

☐ If applicable, copy of the plan filed with the Town of St. John.

Specifications for proposed improvements, including:

- ☐ Square footage for all improvements
- ☐ Roof pitch
- ☐ Shed dimensions including height
- ☐ Exterior surface material and colors
- ☐ Brick/stone or hardscaping
- ☐ Roof material and color
- ☐ Type of fence material and height
- ☐ Specifications of all materials
- ☐ Permit # issued by Town of St. John required for improvements over \$500.00

Build/Install Date

Click or tap to enter a date.

Builder Details

Name:	
Address:	
Phone:	
Email:	
Builder Info (insurance/bonding)	

*Architectural renderings, plans, pictures, and other details can be sent along with this document, using email or traditional mail (info above)

Association Decision(s)

- ☐ Approved as submitted
- ☐ Disapproved as submitted (see comments)
- ☐ Approved with changes (see comments)

Comments:

Association Rep: _____

Title: _____

Date: Click or tap to enter a date.