

PROPERTY MODIFICATION APPLICATION

Owner(s): _____ Date Submitted: _____

Property Address: _____ Oakland, NJ 07436

Phone: _____ Fax: _____ Email: _____

The undersigned hereby applies for approval to make the following property modification(s) to the home or exterior area located at the above address within RRR, in accordance with the terms and conditions set forth below:

DESCRIPTION OF MODIFICATION/WORK (Please be as specific as possible; attach additional sheets as necessary):

I/We do hereby authorize the Architectural Control Committee, the Board of Trustees, and/or their designee to inspect the premises concerning this application, when necessary, during reasonable hours.

1. I/We agree to abide by all the terms and conditions of the approval procedures, the Declaration of Covenants, Conditions, and Restriction, the By-Laws, and the Rules and Regulations of the Association as they apply to this application. We also authorize the Board to employ, engage, or hire any professional consulting entity that they deem reasonably necessary to properly review this application, the cost of which will be charged to us, **provided that there is prior notification and agreement is received from us.**
2. Homeowners are responsible for notifying all neighbors who may be affected by the proposed property modification, and to allow neighbors to voice their opinions to the ACC in sufficient time prior to approval.
3. Attach copy of property survey showing proposed modification(s), including dimensions.
4. Provide photos, drawings, brochures, color swatches, and/or material specifications sufficient to clearly represent what is to be done.
5. Homeowner is responsible for obtaining permits when necessary, as well as any engineering studies if required.
6. A copy of all required permits must be submitted to the Property Manager before commencement of work.
7. Approved modifications must be completed within the following time frames;
 - (a) New construction of fences, decks, patios, walls, etc: ninety (90) calendar days after date of approval
 - (b) Replacement of garage doors or other building elements: sixty (60) calendar days after date of approval
 - (c) Painting or deck re-coating, and other minor work: thirty (30) calendar days after date of approval
8. Approval expires if timeframe is not met. Property is subject to inspection after work is complete.
9. Incomplete applications will not be accepted for review/approval. Once a **complete** application is submitted, the ACC must respond within forty-five (45) calendar days.

Signature of Homeowner(s): _____

Signatures of Neighbors (see instructions):

1. Name: _____ Signature: _____
Address: _____
2. Name: _____ Signature: _____
Address: _____
3. Name: _____ Signature: _____
Address: _____

Final Approval per letter dated: _____ (LEAVE BLANK – for ACC use)

Rev March2011

Instructions for Completing Property Modification Application

1. The application and supporting documentation may be submitted to the Property Manager in hard paper copy; via fax; or electronically by email.
2. If the applicant's mailing address is other than the property address, attach a separate sheet showing both the property address and mailing address.
3. The **Description of Modification/Work** should be specific enough to describe exactly what is proposed. Attach supporting descriptive documentation (photos, drawings, brochures, color swatches, material specifications; etc) as necessary. Use additional sheets for description if necessary.
4. For all work other than to the structure itself, the application must be accompanied by a property survey that (a) depicts the property as it currently exists, and (b) shows the proposed work, drawn reasonably to scale, showing all relevant dimensions (dimensions of work; distances to property lines). In some instances, a survey may be required for work being done on the structure, such as solar panels; dish antenna; radon system; etc. Check with the Property Manager if in doubt.
5. At least one of the persons whose names appear in the borough tax records, or their legally authorized representative(s), must sign in the spaces provided for **Signature of Homeowners**.
6. **Signatures of Neighbors** are not required if there will be NO CHANGE in the exterior appearance of the property, such as re-painting in the same color; replacement of a mailbox; etc. Check with the Property Manager if in doubt. Otherwise, signatures of both adjacent neighbors (only 1 if a corner lot), plus the neighbor directly across from or behind the subject property (depending on where the work is to be done) must be obtained. NOTE: Neighbors' signatures are required only to indicate that the neighbors are aware of the proposed modifications. Neighbors do not approve or disapprove the application. Approval is granted or denied solely by the ACC in accordance with the Rules and Regulations of the Association. The ACC cannot approve anything specifically prohibited by the By-Laws or the Rules.
7. Leave the space regarding the "Final Approval" blank. If the application is approved, the homeowner will receive a letter of approval from the Property Manager, who will then enter the date of that letter in this space.
8. If any modification proposed under this application is to be performed to a town home, and involves any penetration, alteration or modification to the roofing or siding of the building, the applicant(s) may be required, as a condition of approval, to execute a release and indemnification holding the Association harmless for any damages resulting from said penetration(s), initially or at any time in the future, including any subsequent removal of the modification. The obligations and requirements of the indemnification will pass to all subsequent owners."

Note: "Regardless of whether a release is executed, in accordance with Association bylaws town home owners are responsible for any damages resulting from said penetration(s), initially or at any time in the future, including any subsequent removal of the modification.

rightfully or wrongfully brought or filed. With respect to this obligation, the Association may select counsel in its defense.

4. If the Association, in its enforcement of any part of this Release, shall incur necessary expenses, or become obligated to pay attorney's fees or court costs, the Owner agrees to reimburse the Association for such expenses, attorney's fees, or costs within thirty (30) days after receiving written notice from the Association of the incurring of such expenses, costs or obligations.

5. The Owner agrees to remove the Modification upon vacating the home or upon transfer of title unless the successor owner agrees in writing to utilize the Modification and assume the ongoing obligations of the Owner herein with regard to the Modification. In that case, the successor owner shall execute a copy of this Release and provide same to the Association within seven (7) days of the Owner's transfer of title to the successor owner.

6. This Release shall be complete and unconditional and shall not be subject to any claims of duress, accident, mutual mistake, or mistake of fact.

7. This Release may not be amended except by a writing signed by all of the parties hereto.

8. This Release shall be binding on the parties hereto and their respective heirs, personal representatives, executors, successors, and assigns.

9. This Release shall be governed by, and construed in accordance with, the State of New Jersey. The foregoing is not intended to limit any other remedies available to the Association pursuant to the Association's Declaration, or the By-Laws or any other applicable rule or regulation.

10. This Release shall be for the benefit of all persons released hereunder whether referred to by name or generically by class, and each such person shall have the right individually to enforce the provisions of this Release regardless of whether any action for such enforcement shall be taken by any other party to the Release or by any other party released hereunder, or not.

WITNESS:

BY: _____, Owner

ATTEST:

BY: _____, PRESIDENT
RAMAPO RIVER HOMEOWNERS
ASSOCIATION, INC.

RELEASE AND INDEMNIFICATION AGREEMENT

This RELEASE and Indemnification Agreement (hereinafter, the "Release"), made on the _____ day of _____, 20 __, by and between the Ramapo River Reserve Homeowners Association, Inc. (the "Association") with an address of Wentworth Property Management of New Jersey, Inc., 9 Kingsley Evans Circle, Oakland, New Jersey 07436 and the owner(s) of

New Jersey (hereinafter, the "Owner")(the "Unit");

WHEREAS, the Association hereby agrees that the Owner shall be permitted to make any modification proposed under this application that involves any penetration, alteration or modification to the roofing or siding of the building, (hereinafter the "Modification");

WHEREAS, the Owner agrees to release the Association from any and all claims with respect to any damage or personal injury relating to the existence of the Modification;

NOW, THEREFORE, AND IN CONSIDERATION of the execution, delivery, and performance of this Release, and for good and other valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereto mutually agree as follows:

1. The Association agrees to allow the existence of the Modification.
2. The Owner will repair, and/or replace, to the satisfaction of the Association,

at no charge to the Association, the Modification and agrees to keep the Modification in excellent physical and structural condition. The Association may provide notice to the Owner of needed repairs and replacements to the Modification, said repairs will be made by the Owner within fifteen (15) days of Owner's receipt of notice. The Association, in its discretion, may (but is under no obligation to) repair and/or replace any damaged portion of the Modification. The Owner will reimburse the Association for any expense, cost and/or attorney's fees the Association incurs in attempting to repair and/or replace the Modification and/or repairing and replacing the damaged property itself.

3. The Owner hereby agrees to indemnify and save harmless the Association from liability for any damage, injury to person or property, or loss that occurs in connection with the Modification whether it is caused by the negligence or fault of the Owner, Owner's agents, employees, subcontractors or servants, guests, or otherwise. It is the intent of the parties that the Owner's indemnification and save harmless obligations hereunder are not contingent upon Owner's fault. The Owner agrees to defend the Association against any claims brought or actions filed against the Association with respect to the indemnity contained in this Release, whether such claims or actions are