

# Rose Creek Crossing HOA

## Architectural Control Committee Application Form

1. Fill out this form in its entirety. Sign all required locations and include any additional required items.
  2. Mail the completed form to the address below. Upon approval, you will receive an approved copy.

To: Rose Creek Crossing HOA  
c/o Advantage Management  
P.O. Box 1006  
Orem, UT 84059-1006

From: \_\_\_\_\_

Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Lot Number: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

The undersigned Lot Owner(s) in the Rose Creek Crossing Homeowners Association (the "Association") represents and warrants to the Association and the Architectural Control Committee (the "ACC") the following items:

1. That he/she desires to erect or alter the item(s) (the "improvement(s)") noted below:

- |                                      |                                  |
|--------------------------------------|----------------------------------|
| <input type="checkbox"/> Home        | <input type="checkbox"/> Fence   |
| <input type="checkbox"/> Outbuilding | <input type="checkbox"/> Shed    |
| <input type="checkbox"/> Addition    | <input type="checkbox"/> Dog Run |
| <input type="checkbox"/> Other       | <input type="checkbox"/> Other   |

2. The improvement(s) will consist of the following (please include a description including measurements and location) and (for home, outbuilding, or addition - attach a set of formal plans, specifications and site plans. For fence, shed, or dog run - attach site plan (use provided graph paper) along with a picture and/or drawing of proposed shed (required) or picture of the proposed fencing (required)):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. That he/she has read and does understand the "Declaration of Restrictive Covenants for Rose Creek Crossing Communities" including the standards and guidelines for architectural improvements at Rose Creek Crossing, and shall comply with these restrictions and covenants
4. Application approval is non-transferrable to any new owners or other persons.

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5. The improvement(s) must be completed within six (6) months (for shed, fencing, or dog run) or twelve (12) months (for home, outbuilding or addition) of the approval date or the date specified for work to begin. If it is not completed within that time frame, this approval will be lapse and considered void, and the proposed improvement(s) must be resubmitted for approval.
7. That he/she has read and understands the attached "Release, Waiver & Indemnity Agreement" and agrees to be subject to and bound thereby.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Name of Lot Owner(s): \_\_\_\_\_  
\_\_\_\_\_

Lot # and Address: \_\_\_\_\_

Signature(s) of Lot Owner(s): \_\_\_\_\_  
\_\_\_\_\_

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## Approved by the Architectural Control Committee

Architectural Control Committee: \_\_\_\_\_ (Signed by at least two  
\_\_\_\_\_ Committee Members)  
\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Conditions of approval (if any): \_\_\_\_\_

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## RELEASE, WAIVER & INDEMNITY AGREEMENT

In consideration of the Rose Creek Crossing Homeowners Association and the Rose Creek Crossing Architectural Control Committee's approval of the undersigned's Application to erect or alter architectural or other improvement(s) (the Improvement(s)), the undersigned agrees as follows:

1. The undersigned Lot Owner hereby releases the Rose Creek Crossing Homeowners Association, Rose Creek Crossing Architectural Control Committee, Board Members of the Association, and all other Lot Owners at Rose Creek Crossing of any and all liability, claims, losses or damage he/she may suffer arising out of, relating in any manner to, or caused by the installation, maintenance or removal of the Improvement(s) described below.

Description of Improvement(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. The undersigned Lot Owner indemnifies and holds harmless the Rose Creek Crossing Homeowners Association, all Board Members of the Association, the Rose Creek Crossing Architectural Control Committee, and all other Lot Owners at Rose Creek Crossing (collectively, the "Indemnified Parties") from and against any and all claims, actions, losses, attorney fees, court costs, liabilities, and damages arising out of or in any way related to the installation, maintenance, or removal of the Improvements described above (the "Covered Claims"); and the undersigned agrees to and shall pay for the benefit of the Indemnified Parties all sums which they shall become legally obligated to pay in relation to any of the Covered Claims. The undersigned shall hire and pay competent legal counsel, pay court costs and defend any suit against any of the Indemnified Parties alleging claims or damages within the scope of any of the Covered Claims.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Name of Lot Owner(s): \_\_\_\_\_  
\_\_\_\_\_

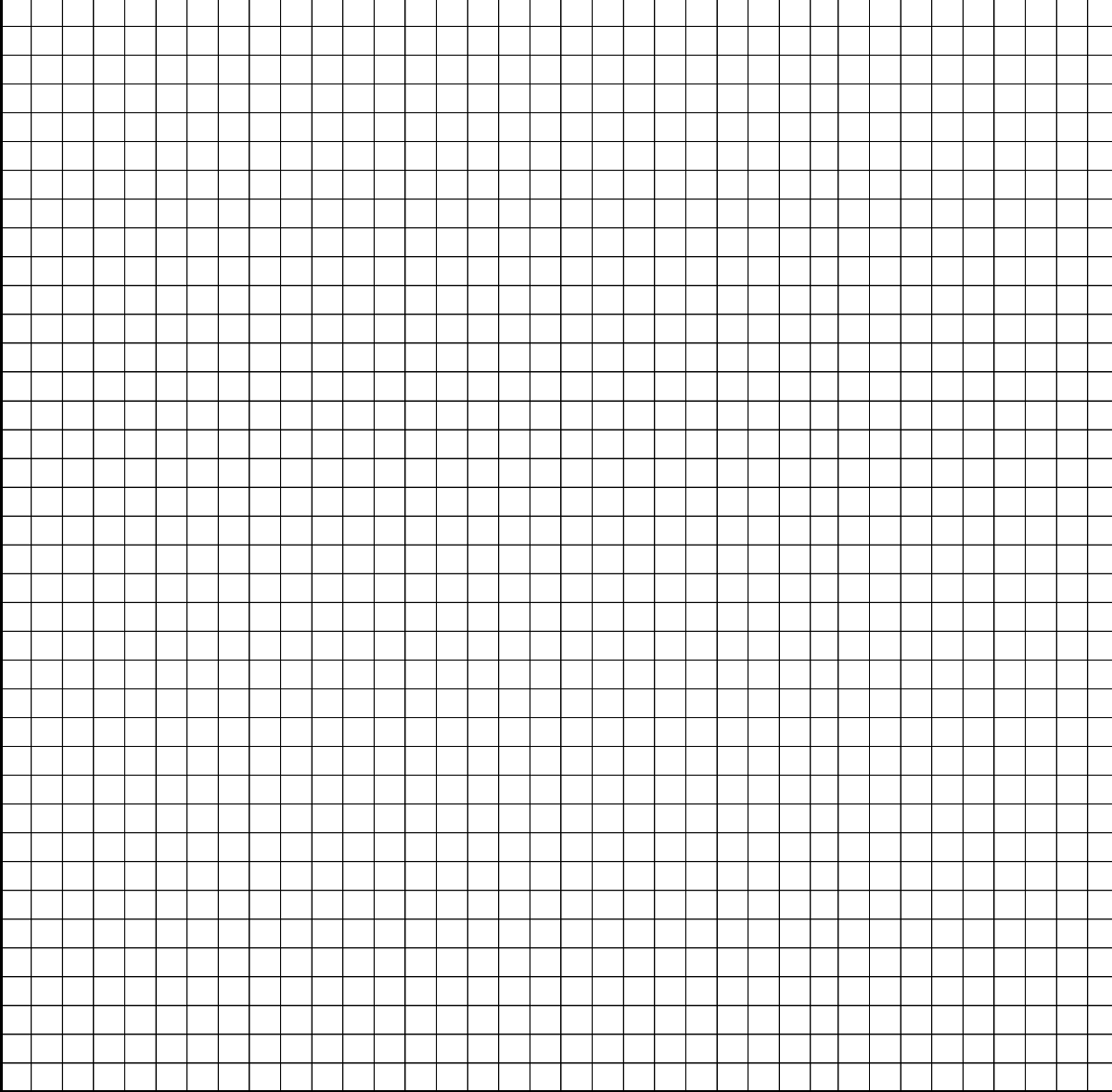
Lot # and Address: \_\_\_\_\_

Signature(s) of Lot Owner(s): \_\_\_\_\_  
\_\_\_\_\_

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SITE PLAN															Description:														