

# Request for Property Improvements or Modifications

## Water's Edge Community

Requesting Party

Name: \_\_\_\_\_

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

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

Indicate or Describe the Variance Requested:

The project for which this variance is requested shall be completed no later than \_\_\_\_\_, 20\_\_\_\_

Please include a reason for the request and drawing / specifications for the item.

Fence       Basketball Goal       Playset

Deck       Boat Dock

Other (Describe) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved or  Denied      By: \_\_\_\_\_      Date: \_\_\_\_\_

Approved or  Denied      By: \_\_\_\_\_      Date: \_\_\_\_\_

Approved or  Denied      By: \_\_\_\_\_      Date: \_\_\_\_\_

With each submittal, Homeowner or Contractor shall give the Architectural Committee specific written notice of any variations from the requirements of the Water's Edge Restrictions and Covenants. This notice shall be both a written communication separate from the submittal of the plans and specifications and a specific notation made on each plan sheet and specification highlighting each such variation. Any inadvertent approval of a variation that has not been disclosed as described above shall be null and void.

With only the exception of a requirement of the Water's Edge Restrictions and Covenants that has been specifically waived in writing by the Architectural Committee the Homeowner or Contractor shall comply with each of the remaining requirements of the Water's Edge Restrictions and Covenants. The Architectural Committee's review and approval shall not relieve the Homeowner or Contractor from the responsibility to comply with all of the remaining requirements of the Water's Edge Restrictions and Covenants Paragraph.

One of the factors that the Architectural Committee has relied upon in reviewing this variance is the time indicated above within which the project for which this variance is requested shall be completed. The Homebuilder or Contractor agree that time is of the essence in completion the project. The failure to complete the project within the specified time will result in damages to the community that are difficult to estimate. Therefore, as a liquidated damage and not as a penalty, the Homebuilder or Contractor agree that a liquidated damage of \$10.00/day for each day the project is not completed beyond the date noted above shall be paid to the Water's Edge Homeowners Association.

(modified 9/5/2017)