

ARCHITECTURE APPLICATION

Name of applicant : _____

Mailing address of applicant: _____

Phone number of applicant: _____ Cell: _____

Email address: _____

Note: Please see attached bylaws, deed restrictions and time schedule for a guide.

Date original application was sent in? ____ / ____ / ____

Type of application :

New home ____ Addition ____ Garage ____ Shed ____ Carport ____ Porch ____

Deck ____ Fence ____ Storage Tank ____ Generator ____ Other ____

Describe other _____

Paperwork submitted:

- Survey map with plot plan. Before and after. Complete Yes ____ No ____
- Plans showing all exterior views with measurements. Complete Yes ____ No ____
- Copy of deed with deed restrictions or reference to which deed lists restrictions.
Yes ____ No ____

Criteria to meet:

- Maximum height of 22 feet. Measured from top of existing foundation, allowing for min of 8" of foundation showing above existing grade.
- Maximum height of proposed plan _____.
- Maximum footprint of first floor not to exceed 1400 square feet, including porches, decks, bays, and covered areas.
- Total square footage of proposed footprint _____.
- Existing setbacks or if total tear down and rebuild must meet setbacks pertaining to the property deed restrictions.
- Existing minimum front setback _____ Proposed front set back _____
- Existing minimum back setback _____ Proposed back set back _____
- Existing minimum side 1 set back _____ Proposed side set back _____
- Existing minimum side 2 set back _____ Proposed side setback _____
- Deed restriction setback 8' ____ 20' ____ other ____
- 20 foot setback waiver requested or approved in the past? Yes ____ No ____
* see attached Appendix A / Release of Restriction
- Must provide for continuity of the character and integrity of CCVC and continued aesthetics and harmony existing therein.
- The design shall be consistent with the character, balance, scale/proportion and symmetry with existing community and surrounding area.
- **The member agrees to submit plans to the Architectural Committee and will wait for Board of Director's approval before seeking town approval as required in the bylaws and in the members deed.**

Applicant signature

Date

CCVC Arch Committee & Board Schedule Re Architectural Plans

Step 1	Applicant presents architectural plans.	Date presented _____
Step 2. Within 30 days After step 1	Arch Comm responds to applicant. Informs applicant either (A) All required info is received OR (B) what additional info is required.	Due date _____
Step 3 Within 30 days Additional	Arch Comm responds to applicant after additional info is received.	Due date _____
Step 4 Within 60 days After step 2 OR After step 3	Arch Comm notifies all members, provides details. Arch Comm solicits input and concerns.	Due date _____ Due date. _____
Step 5 Within 30 days After step 4	Arch Comm recommendation to Board.	Due date _____ OR _____
Step 6 Within 30 days After step 5	Board notifies applicant in writing.	Due date _____ OR _____

ARTICLE X
Architectural Committee

Section 10.1.

The Architectural Committee shall be composed of at least three (3), but no more than five (5) members, as determined by the chairman, who shall be appointed for a term of two (2) years. No member of said Committee shall be entitled to any compensation for services rendered as a member of such Committee.

Section 10.2.

The Architectural Committee shall review proposed alterations to existing residences and the design of new residences to provide for continuity of the character and integrity of Cape Cod Village and the continued aesthetics and harmony existing therein.

ARTICLE XI
Criteria For Architectural Committee

Section 11.1.

How the Architectural Change Process works:

(1) Any member planning construction of a new home, a major remodel, renovation, or an addition or plans to construct or renovate any structure will be required to submit a set of plans to the Architectural Committee for review. Examples of structures include but are not limited to sheds, carport, garage, fuel storage tank, fence, generator or any other man made artifact. The member may be required to appear or to have their architect/builder present at an Architectural Committee hearing/meeting and a Board of Directors meeting for the purpose of explaining in detail, using their prepared plans, the following: size and overall dimensions, external structure and design changes, character, balance, scale/proportion and symmetry with the existing community and surrounding area. All plans must comply with the member's individual deed restrictions (one of the three forms of deed restrictions attached, appendices A – C).

(2) A member must submit plans to the Architectural Committee and must get Board of Director's approval before seeking town approval.

(3) The Architectural Committee shall review proposed alterations to existing residences and the design of new residences to provide for continuity of the character and integrity of Cape Cod Village and the continued aesthetics and harmony existing therein. They will review the proposed application to see if they meet the requirements set forth in the By-Laws.

- (a) The Architectural Committee shall respond to the member who submitted the plans within 30 days, indicating all information required per the By-Laws has been received or letting the member know what additional information is required.

If additional information is required, the Architectural Committee will have an additional 30 days to respond to the member once the additional information is received.

- (b) Once the Architectural Committee has received the information required per the By-Laws, the Architectural Committee shall notify the general membership, provide details of the proposed plans, and solicit members' input and concerns about the plans within 60 days.
- (c) The Architectural Committee will present all information for the plans, including members' input and concerns, with their recommendation to the Board of Directors within 30 days of completing the solicitation of member's input. The Board of Directors will review the plans and

members' concerns, and will clarify any issues with applicant.

- (d) The Board of Directors will approve or reject the plans within 30 days of the receipt of the information from the Architectural Committee. Written notification of the decision will be supplied by the Board Of Directors to the applicant.
- (e) If the Architectural Committee and Board of Directors deny the building request of a member, said member has the right to appeal the decision to the general membership at the next scheduled meeting or special meeting. A final decision rendered by a two thirds vote of the membership present and proxy shall rule.

(4) Any building or any part thereof, constructed, altered or improved shall conform to the By-Laws as well as those rules and regulations as set forth by the Town of Hague and Warren County building codes and/or ordinances.

Section 11.2.

How To Apply:

- (1) Applicant submits plot plans with a survey showing lot with all structures visible. Examples of structures include but are not limited to tanks, generators, garages, carports, fences and any other man made artifact.
- (2) Applicant must submit architectural drawings showing all exterior views with measurements. The views should include doors, windows, trim, siding and colors.

Section 11.3.

Criteria to meet:

- (1) Height 22 feet measured from top of existing foundation with minimum of 8 inches from existing grade to top of roof peak.
- (2) The square footage of first floor may not exceed a total of 1400 square feet. The following are considered part of the footprint: porches, decks, bays and covered areas.
- (3) Changes to the applicant footprint require that setbacks be maintained as specified by the deed restrictions.
- (4) Consistent with the harmony, balance, scale, proportion, consistency and character as determined by the Board of Directors.

Section 11.4.

Existing Structures:

- (1) Structures in existence on August 1, 1993, that do not conform to the architectural restrictions imposed herein shall be allowed to exist. If, however, said nonconforming structures are removed from the property voluntarily or are destroyed by fire or some other casualty, the replacement structure shall be designed to conform with the architectural standards set forth in these By-Laws.

Section 11.5.

Restrictions:.

- (1) There is to be no major construction which would be disruptive to the peace/ tranquility and character of the other homes and property during the months of July and August. This restriction may be exempt when the home or property requires immediate work due to fire, weather or other unforeseen events that expose the home or property to further damage. Approval to exempt this restriction requires a majority vote by the Board of Directors.
- (2) Work in general on grounds or external home repair, cannot begin before 8:00 A.M. and must end by 8:00 P.M.

Section 11.6.

Changes:

- (1) There shall be no changes in the plans once they have been approved unless the member and / or architect/designer/builder appears before the Architectural Committee and the Board of Directors to provide a clearly defined description of change(s). Changes are then approved by the Board of Director. A written notice of change(s) will be prepared by Board of Directors and distributed to general membership.

APPENDIX A

Covenants – Glenn Barnes – Liber 399 Page 271

1. The premises shall be used solely and exclusively for single family private residence purposes.

2. No buildings shall be erected or reconstructed upon said premises unless or until the grading plan of lot, including the grade elevations of the buildings and structures, the plot plan showing the proposed location of said buildings and structures upon said premises and the plans, specifications and details of said buildings and structures have been approved in writing by the Grantor. Upon completion of the construction of a dwelling

house on said premises it shall be conclusively presumed, in so far as any bona fide purchaser or mortgagee from the Grantee is concerned, that the location of said dwelling house and all other buildings thereon has been approved by the Grantor, unless there shall have been recorded in the Warren County Clerk's Office a notice to the effect that such approval has been withheld.

3. No fence, hedge or boundary marker more than four (4) feet in height shall be erected, placed or maintained upon the premises, and no fence, wall, hedge or mass planting shall be permitted to extend nearer to any road than the minimum building setback line.

4. The premises hereby conveyed shall temporary nature be used as a residence on said premises.

5. No trailer, basement, tent, truck or garage shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary nature be used as a residence on said premises.

6. No chickens or other fowl or livestock of any kind will be kept or harbored on said premises.

7. No motor vehicles shall be parked on the private roads of the Grantor, except at places set apart by the Grantor for the purpose.

8. No business or occupation, or any nuisance whatever, or any trading or manufacturing business, trade or occupation shall be erected, carried on, maintained or permitted on the premises at any time nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. No residence, garage, or out buildings, of any type shall be erected on the said land within twenty (20) feet of any of the roads or roadways, referred to herein, or within twenty (20) feet of any side or read area, except within the area occupied by the present building.

2013 By-Laws

Release of Setback Restriction

(not yet in bylaws)

Dated: 06/28/1976 Libor # 597 Page # 177- 185

Summary of release: Where as in restriction version under Appendix A, Liber 399 Page 271 states a 20 foot setback from roads, or side, rear must be maintained this release allows a member to request a release from this setback. For further clarification see complete filed agreement on file with Warren County Clerk which the Board of Directors has a copy.

APPENDIX B

Covenants – Glenn Barnes – Liber 448 Page 41

1. The premises shall be used solely and exclusively for single family private residence purposes.

2. No buildings shall be erected or reconstructed upon said premises unless or until the grading plan of lot, including the grade elevations of the buildings and structures upon said premises and the plans, specifications

and details of said buildings and structures have been approved in writing by the Grantor. Upon completion of the construction of a dwelling house on said premises it shall be conclusively presumed, in so far as any bonafide purchaser or mortgage from the Grantee is concerned, that the location of said dwelling house and all other buildings thereon has been approved by the Grantor, unless there shall have been recorded in the Warren County Clerk's Office a notice to the effect that such approval has been withheld.

3. No fence, hedge or boundary marker more than four (4) feet in height shall be erected, placed or maintained upon the premises.

4. The premises hereby conveyed shall not be subdivided.

5. No trailer, basement, tent, truck or garage shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary nature be used as a residence on said premises.

6. No chickens or other fowl or livestock of any kind will be kept or harbored on said premises.

7. No motor vehicles shall be parked on private roads of the Grantor, except at places set apart by the Grantor for the purpose.

8. No business or occupation, or any nuisance whatever, or any trading or manufacturing business, trade or occupation shall be carried on, maintained or permitted on the premises at any time nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. No residence, garage, or out buildings, of any type shall be erected on the said land within eight (8) feet of the boundary line of said land.

10. The grantee will pay from time to time such equitable proportion, as may be fixed by the Grantor, of the actual cost including property taxes, to the Grantor of maintenance or furnishing of roads, water supply, bathing beach and adjacent area and other facilities which the Grantor covenants to be maintained or furnished hereunder, and of the cost of maintenance of the dock adjacent to the bathing beach area over which the Grantee has an easement as long as such dock is maintained by the Grantor; provided that such charge shall not be a lien on the premises hereby conveyed and that the receipt of the Grantor shall be conclusive evidence of the payment thereof.

11. The Grantor reserves the right to release, or modify the above restrictions as to any portion of the property owned by it at Cape Cod Village.

12. In the event that the Grantee shall desire to sell, the Grantor shall have the right to purchase the parcel herein conveyed, together with the buildings and improvements thereon erected by paying to the Grantee an amount equal to that of any bonafide offer. The Grantee shall give notice of his intention to sell in writing, fixing amount of the bonafide offer and the Grantor shall have ten (10) days from the receipt of the said notice to either accept or decline.

APPENDIX C

Covenants – Glenn Barnes – Liber 471 Page 430

1. The premises shall be used solely and exclusively for single

family private residence purposes.

2. No buildings shall be erected or reconstructed upon said premises unless or until the grading plan of lot, including the grade elevations of the building and structure upon said premises and the plans, specifications and details of said buildings and structures have been approved in writing by the Grantor. Upon completion of the construction of a dwelling house on said premises it shall be conclusively presumed, in so far as any bona fide purchaser or mortgage from the Grantees is concerned, that the location of said dwelling house and all other buildings thereon has been approved by the Grantor, unless there shall have been recorded in the Warren County Clerk's Office a notice to the effect that such approval has been withheld.

3. No fence, hedge or boundary marker more than four (4) feet in height shall be erected, placed or maintained upon the premises.

4. The premises hereby conveyed shall not be subdivided.

5. No trailer, basement, tent, truck or garage shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary nature be used as a residence on said premises.

6. No chickens or other fowl or livestock of any kind will be kept or harbored on said premises.

7. No motor vehicles shall be parked on the private roads of the Grantor, except at places set apart by the Grantor for the purpose.

8. No business or occupation, or any nuisance whatever, or any trading or manufacturing business, trade or occupation shall be erected, carried on, maintained or permitted on the premises at any time nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. No residence, garage, or out buildings, of any type shall be erected on the said land within eight (8) feet of the boundary line of said land.

10. The Grantee will pay from time to time such equitable proportion, as may be fixed by the Grantor, of the actual cost including property taxes, to the Grantor of maintenance or furnishing of roads, water supply, bathing beach and adjacent area and other facilities which the Grantor covenants to maintain or furnish hereunder, and of the cost of maintenance of the dock adjacent to the bathing beach area over which the Grantees have an easement as long as such dock is maintained by the Grantor; provided that such charge shall not be a lien on the premises hereby conveyed and that the receipt of the Grantor shall be conclusive evidence of the payment thereof.

11. The Grantor reserves the right to release, or modify the above restrictions as to any portion of the property owned by it at Cape Cod Village.

12. In the event that the Grantee shall desire to sell, the Grantor shall have the right to purchase the parcel herein conveyed, together with the buildings and improvements thereon erected by paying to the Grantee an amount equal to that of any bona fide offer. The Grantees shall give notice of his intention to sell in writing, fixing amount of the bona fide offer and the Grantor shall have ten (10) days from the receipt of the said notice to either accept or decline.

