



FULL ARCHITECTURAL APPLICATION INSTRUCTIONS

The following are examples of modifications that require a full application that must be submitted to the Administration Office in consideration for an architectural change. **Only complete packages will be accepted.** All questions can be directed to Andrea Wolstromer, Community Administrator 609-655-2706.

- Atrium Enclosure **(P)**
- Composite Deck – New or Replacement
- Door – Sliding Door Replacement
- Fence – New or Replacement
- Fireplace/Wood Burning Stove **(P)**
- Generator – Standby (if section allows) **(P)****
- Irrigation System **(P)**
- Patio – New or Replacement
- Patio Enclosure (Patio Room) **(P)**
- Skylight **(P)**
- Solar Tube
- Vestibule **(P)**
- Windows – New **(P)**
- Windows – Replacement (same size/configuration)

(P) – Permit Required from Township

1.) For the application package to be complete, the following must be submitted:

- Application for Construction (fully completed and signed).
- (If applicable) Notice to Neighbors (fully completed and signed).
- Architectural Declaration of Maintenance Obligation (fully completed and notarized).
- \$55.00 check made out to the “Middlesex County Clerk’s Office” for filing fees.
- Project details.
 - A copy of your unit’s floor plan showing the location of the improvement (including a detailed description with measurements where applicable).
 - For atrium enclosures, patio enclosures or vestibules – a copy of the working drawing plans.
- Copy of the contract/quote between unit owner and contractor.
- (If a permit is required) Copy of the Monroe Township construction permit once issued and received. **It is the responsibility of the unit owner to apply for all permits.**
- Contractor’s Home Improvement, Electrical or Plumbing License Number. **Contractor must be licensed for the specific scope of work being performed.**
- Contractor's Certificate of Insurance as requested on COI request letter with example included in this application.
- ****Standby generators only:** Inspection and written approval from engineers, FWH Associates.

2.) A letter will be mailed to the unit owner once the project has been approved by the Architectural Committee, the Section, and the CCA.

3.) Once the work is complete:

- Return the approval letter to the Administration Office, signed and dated.
- (If a permit is required) The unit owner must schedule an inspection with Monroe Township. Once inspected by the township, a copy of the Monroe Township inspection sticker needs to be provided to the Clearbrook Administration Office within 60 days or a fine may be imposed.

FULL APPLICATION FOR CONSTRUCTION

Date Received: _____

Unit Owner Name(s): _____

Section: _____ Address: _____

Phone Number: _____ E-mail: _____

Unit Model/Floor Plan: _____ Estimated Start Date: _____

Contractor/Installer Name: _____

Contractor/Installer Phone #: _____ Reg./License #: _____

Project Description: _____

Please read and initial each:

I/We received, read and understand the specifications/regulations for the improvement being applied for to my unit.

I/We, the undersigned, will comply with all of the community's rules for operating, installing, maintaining, and using said modification/improvement and accept the responsibility of the same.

I/We understand that upon inspection by Monroe Township or the Clearbrook Architectural Committee, if damage is noted to my unit, that the cost of the repair will be billed to my/our account.

Unit Owner(s) Signature: _____ Date: _____

_____ Date: _____

Architectural Committee Member Signature _____ **Approved** _____ **Disapproved** _____
Date

The Architectural Review Committee's approval is strictly limited to approving the requested architectural changes for exterior projects with regard to their aesthetic impact on the Clearbrook community and their adherence to the CCA's architectural guidelines. The Committee's approval does not signify, and should not be construed as, approval of any other aspect of the requested changes. All other concerns pertaining to the application, including but not limited to future responsibility for the maintenance, repair and replacement of the architectural changes, are solely for the Section Board and unit owner to address and resolve without the Committee's involvement.

Section Board President Signature _____ **Approved** _____ **Disapproved** _____
Date

CCA Board Member Signature _____ **Approved** _____ **Disapproved** _____
Date

The Clearbrook Community Association's approval, through its Board of Directors, is strictly limited to approving the requested architectural changes with regard to their aesthetic impact on the Clearbrook community and their adherence to the CCA's architectural guidelines. The CCA's approval does not signify, and should not be construed as, approval of any other aspect of the requested changes. All other concerns pertaining to the application, including but not limited to future responsibility for the maintenance, repair and replacement of the architectural changes, are solely for the Section Board and unit owner to address and resolve without the CCA's involvement.

ARCHITECTURAL NOTICE TO NEIGHBORS

Name _____

Address _____

The above named resident has filed an application to the Clearbrook Architectural Review Committee for the approval of the following (check all that apply):

- | | | |
|---|--|-------------|
| <input type="checkbox"/> Atrium Enclosure | <input type="checkbox"/> Patio | Other _____ |
| <input type="checkbox"/> Composite Deck | <input type="checkbox"/> Patio Enclosure | _____ |
| <input type="checkbox"/> Fence | <input type="checkbox"/> Vestibule | |

RECEIPT OF NOTICE BY ALL OWNERS WITHIN 50 FEET

I hereby acknowledge receipt of this application notice and do not have any objections regarding the Architectural change that is requested.

Signature	Address	Date

As a neighbor, you have the right to object to this request for an architectural change. The final decision rests with the Section and CCA Board of Directors. If you would like to file a formal objection, you will need to request the Notice to Neighbors Objection Form at the Administration Office.

- If there are no objections, your application for an Architectural change proceeds to the Architectural Review Committee, the Section and the CCA Board for review and approval.
- If an objection is received in the Administration Office from a neighbor within the 5 day period, you will be notified immediately by Andrea Wolstromer in the Administration Office that work cannot proceed until there has been a rectification of the issue.
 - The Architectural Application will be submitted for approval to the Architectural Review Committee. ARC reviews and approves based on CCA regulations. This approval is necessary for The Grievance Committee to be aware that the work for which you are applying is within CCA regulations.
 - The Grievance Committee will be notified to review and to schedule a meeting between you and the unit owner (neighbor) that is objecting to the change.
 - After successful mediation, the Architectural Application will be submitted for approval to the Section and the CCA Board.
 - If Grievance is unsuccessful in mediating the matter, the issue will be placed on the CCA Board agenda for review at the next board meeting.
 - If approved by the CCA Board, the application with the minutes from the meeting will be submitted to the Architectural Review Committee and Section for further approval.
 - If the CCA Board does not approve the application, the matter is closed.

DECLARATION OF MAINTENANCE OBLIGATION and INDEMNIFICATION AGREEMENT
CLEARBROOK CONDOMINIUM ASSOCIATION ("Association")
Monroe Township, New Jersey

Identification of Owner ("Owner"):

Owner(s) of Record: _____

Identification of Property ("Property"):

Section: _____
Street Address: _____
Block: _____ Lot: _____
Date deed recorded: _____
Deed recorded in Book: _____ Page: _____

Identification of Improvements ("Improvements"):

- Atrium Enclosure
- Composite Decking
- Generator - Standby
- Open Patio
- Open Patio Fence
- Patio Enclosure
- Sliding Door Replacement
- Windows
- Other: _____

THIS DECLARATION MAINTENANCE OBLIGATION AND INDEMNIFICATION AGREEMENT (the "Declaration") is made by and between the Owner, having an address at the Property; and Association having an address at 1 Clearbrook Drive, Monroe Township, New Jersey 08831.

P R E A M B L E

- A. The Owner has requested the governing board of the Association to approve the installation of the improvement(s) noted above on the common elements of the condominium
- B. The construction of the Improvement(s) will result in the use of the condominium's common elements that are owned in common by all of the condominium's Unit Owners.
- C. The Owner has agreed to certain stipulations and conditions in connection with the Improvements, which stipulations and conditions are more fully set forth in the Agreement and in this Declaration.
- D. The Association has consented to the construction of the Improvement(s) subject to and conditioned upon the stipulations and agreements set forth in the Agreement and in this Declaration and these terms and conditions are intended to be binding on the successors and assigns of the Owner.
- E. The Owner has entered into this Declaration with the understanding that the Association would not have consented to the construction of the Improvement(s) without the Owner's consent to the terms of this Declaration.
- F. All capitalized terms in this Declaration have the same meaning as set forth in the Association's Master Deed or Declaration, and By-Laws ("Governing Documents"), except as expressly otherwise defined herein.

NOW, THEREFORE, in order to induce the Association to approve the Improvements, the Owner agrees as follows:

1. The terms and conditions set forth in this Declaration are binding upon the successors and assigns of the Owner.
2. The Owner is responsible for the maintenance of the Improvement(s). If, the Owner fails to maintain or repair the Improvements within thirty (30) days written notice from the Association (except that no notice will be required in the case of an emergency), the Association may (but will not be obligated to) perform the maintenance or repair work, or remove the Improvement(s) and restore the work area to its original condition. In either event, the Owner will be responsible for all costs and expenses incurred by the Association in connection with such maintenance or restoration and said expense will be collectible by the Association in the same manner as a Carrying Charge assessment. The foregoing is not intended to limit any other remedies available to the Association pursuant to the Governing Documents, as same may have been amended, or any other applicable rules, regulations, or documents.
3. Any consequential damages caused to the Common Elements of the Association or to any other Unit resulting from the installation or maintenance of the Improvements will be the sole responsibility of the Owner.

4. In the event any action, claim, arbitration or cause of action ("Claim") is filed against the Association, its Board of Directors, any individual director or officer of the Association or against any agent of the Association (collectively, the "Indemnified Parties" and, individually, an "Indemnified Party") the Owner shall indemnify the Indemnified Parties for: (a) all costs and expenses incurred by any Indemnified Party to defend such Claim or appeal of such claim, including, without limitation, all attorney's fees and costs; and (b) any judgment or award against any Indemnified Party. In the event of any such Claim the Association may require the Owner to remove the Improvement(s) and restore the Common Elements to the same condition as existed prior to the construction of the Improvement(s) at the Owner's sole cost and expense.

5. At such time as the Improvement(s) reaches the end of its useful life, the Association may, at its sole option, cause the Improvement(s) to be removed at the Owner's sole cost and expense.

6. Any controversy or claim arising out of or relating to this declaration or the Agreement, or the breach thereof, will be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The procedural and substantive laws of the State of New Jersey will be applied and the proceedings will be held at the office of the Association or its attorney. The prevailing party in any such arbitration shall be entitled to receive as part of the award of arbitration its reasonable attorney's fees and costs in connection with the arbitration proceeding, and where any such arbitration award is in favor of the Association, it shall have a lien against the Owner's Unit that may be foreclosed in the same manner as the lien for unpaid Carrying Charges.

7. This Declaration was prepared by the attorneys for the Association. The attorneys for the Association do not represent the individual Unit Owners. The Owner has been advised to seek advice from an independent attorney representing the Owner's interests prior to executing this Declaration.

By executing this Declaration the Owner confirms that he, she or they have fully read this entire Document, fully understand its terms and have executed this Declaration as his, her or their voluntary act and not as the result of undue influence or coercion.

IN WITNESS WHEREOF, this Declaration has been executed as of the _____ day of _____, 202__.

_____, Owner
 Sign Print

_____, Owner
 Sign Print

STATE OF NEW JERSEY)
) ss.:
 MIDDLESEX COUNTY)

On this _____ day of _____, 202__ before me, the subscriber personally appeared _____ and _____, who, I am satisfied, are the persons named in and who executed the within instrument, and thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed, for the purposes therein expressed.

 Notary

RECORD & RETURN TO:
Clearbrook Community Association
1 Clearbrook Drive
Monroe Township, New Jersey 08831