

APPENDIX I: ARCHITECTURAL/LANDSCAPING IMPROVEMENT REQUEST AND AGREEMENT

Date of Request: _____ Lot: _____ Tract No _____

- Owner/Applicant: _____
 Address: _____
 Local Telephone #: _____ Other Telephone #: _____
- Architect(s), if applicable: _____ License No: _____
 Architect(s)'s Address: _____
 Architect(s)'s Telephone Number: _____
- Contractor(s), if applicable: _____
 Contractor(s) Address: _____
 Contractor(s) Telephone Number: _____ License No. _____

(Attach additional sheets with name(s) of Contractors / Subcontractors, if necessary)

Description of Improvement: (Please provide a complete narrative description of the proposed modification and include drawings as appropriate):

- Attachments (5 sets):
 - Full construction drawings
 - Site Plan
 - Landscape Plans
 - Other (describe / list or attach additional pages as required): _____
 - Specifications / Dimensions
 - Drainage Plan
 - Elevations

Starting Date: _____ Estimated Completion Date: _____

This Architectural / Landscape Improvement Request shall be accompanied by:

- A non-refundable fee of **\$300** shall be charged as a processing fee to review the plans for conformance with the Architectural Guidelines. The check for this fee shall be paid to the order of Ironwood Owner's Association XIV. If the review requires more than one review by the professional consultant, the third re-submittal shall require an additional **\$300** non-refundable fee.
- A non-refundable fee of **\$50** shall be charged for the cost to distribute the application / attachments to member of the Architectural Committee and architectural consultant, as well as oversee the processing of each application by the property management firm. The processing fee shall be paid to the order of Desert Resort Management.
- A security deposit of **\$1,000** to be drawn against by Association for any and all direct costs to the Association including, but not limited to, the following: (f) legal expenses; (2) consulting fees; (3) filing fees; (4) recordation costs; (5) non-refundable administrative costs (application fee); (6) costs to repair any damage to the common area and/or streets maintained by the Association caused by the construction of the Architectural Improvement; (7) any other costs directly related to and/or necessary for the supervision of the Architectural Improvement, as well as to bring the costs necessary for the Association to bring the Architectural Improvement into compliance with the CC&R's and/or these Guidelines; and (8) payment for any Enforcement Assessment levied in accordance with the Association's Enforcement Procedure. The check for this fee shall be paid to the order of Ironwood Owner's Association XIV. This security deposes, minus Association's direct costs, shall be returned upon receipt of the Notice of Completion from Owner and final sign-off by Architectural Committee.
- All copies of plans and specifications, as enumerated in the Application Procedure, Section 4, (page 24).

THE OWNERS) UNDERSTANDS AND AGREES TO THE FOLLOWING:

1. By submission of this application, I/we have followed the Architectural / Landscape Request Procedure as specified in the

Architectural & Landscaping Approval Request Form and Agreement (continued)

Association's Architectural / Landscape Guidelines, beginning on page 21, including the attachment of five sets of any applicable plans, specifications, drawings, manufacturer's brochures, city building permits, signed construction regulations, and/or other descriptions as may be required by the Checklists, beginning on page 24.

2. The architectural modifications will be made in strict compliance with the approved plans and specifications submitted with this application. Should any changes be required at any time during the project, those changes must be approved by the Architectural Committee and noted on this application.
3. Owner shall hold the Association harmless from all liability related to existing residences, improvements thereon, any common area property and/or golf course, wherever located within the Ironwood Owner's Association XIV, resulting from the installation/construction of this improvement or modification. Applicant shall advise Association office promptly upon completion of the work.
4. Any application shall be deemed incomplete, and the Architectural Committee shall disapprove, any and all plans and/or specifications submitted to it for approval if the Owner fails to deliver the required fees and security deposit referenced herein.
5. Owner shall comply with the Architectural and Landscape Guidelines for the Ironwood Owner's Association XIV, and furnish copies of these provisions to the contractor(s) engaged by Owner for the improvement. Applicant further understands that it is Owner's responsibility to ensure that his/her contractor(s) also complies with these provisions.
6. Owner shall secure proper building permits, if required by the local governmental entity. **Applicant understands that the City of Palm Desert may not approve any plans which have not yet been approved by the Association's Architectural Committee.**
7. Owner shall pay the fees and deposits, as set forth on page 34 of the Architectural and Landscape Guidelines to process this Architectural Request Form, the terms of which are incorporated herein by this reference.
8. Applicant agrees to complete the Project within _____ (days/months/year) from the start of construction. "Completion" is defined as the date when the City of Palm Desert has conducted its final inspection and approved the improvement(s), or, if no building permit is required, the date the Architectural Committee gives final approval. "Start of construction" is defined as the date of initial delivery of materials to the site.
9. Owner(s) agrees that he/she/they will be solely responsible for the maintenance of the improvement.

Signatures:

Owner _____ Date _____
 Owner _____ Date _____

Neighbor Comments: (The comments of any owners of any home adjacent to the property lines of the applicant's Improvement shall be required.)

I/ We, the undersigned, have reviewed the plans and specifications for the above requested improvement. We understand that Neighbor Comments do not in themselves cause approval or disapproval, however the Architectural Committee may contact the neighbors to determine more detail regarding their comments. As neighbors, we indicate below that either: (1) we do not object to this improvement; or (2) object with the following comments:

Signature/ Printed Name	Neighbor's Address	Comments

(For Association use only)

The attached request has been reviewed by the Architectural Committee and its action is:

Approved As Submitted Rejected Rejected, Pending Further Information Refer to attached comments

Date: _____ Signature: _____
 For the Association Architectural Committee

Final Inspection: Approved As Submitted Disapproved (refer to the attached comments)

Date: _____ Signature: _____
 For the Association Architectural Committee

APPENDIX II: NOTICE OF COMPLETION

Date of Request: _____ Lot: _____ Tract No _____

Owner/Applicant: _____

Address: _____

Local Telephone #: _____ Other Telephone #: _____

Brief Description of Improvement: _____

I, the undersigned, as contractor or subcontractor on the above described project understand and agree that I have reviewed the Construction Requirements, as enumerated on page 3 through page 6 of the *Architectural and Landscape Guidelines* and agree to comply with said Guidelines. I further understand that any failure to comply with the Guidelines could subject the above-referenced Owner to disciplinary action by the Association, including but not limited to an Enforcement Assessment.

Signature: _____ Date: _____

Signature: _____ Date: _____

APPENDIX III: CONTRACTOR/ SUBCONTRACTOR AGREEMENT

Date of Notice: _____ Lot: _____ Tract No _____

Owner/Applicant: _____

Address: _____

Local Telephone #: _____ Other Telephone #: _____

Brief Description of Improvement: _____

I, the undersigned, as contractor or subcontractor, on the above described project, understand and agree that I have reviewed the Construction Requirements, as enumerated on page 3 through page 6 of the *Architectural and Landscape Guidelines* and agree to comply with said Guidelines. I further understand that any failure to comply with the Guidelines could subject the above-referenced Owner to disciplinary action by the Association, including but not limited to an Enforcement Assessment.

Signatures: _____
Owner _____ Date _____

Owner _____ Date _____

APPENDIX IV: FEE/ SECURITY DEPOSIT SCHEDULE

	Non- Refundable Fee (Check made payable to Desert Resort Management)	Non- Refundable Processing Fee (Check made payable to Association)	Security Deposit (Check made payable to Association)
All architectural work	\$50.00	\$300.00	\$1,000.00
Major landscape work	\$50.00	\$300.00	-0-

