

ARCHITECTURAL REVIEW POLICY AND PROCEDURE

THE VILLAGE OF CHERRY HILL

In order to ensure that the Design Code is implemented, a specific review process has been established. The review process is administered by the Cherry Hill Review Board (CHRB), which consists of the Town Architect and up to 4 additional members. The CHRB reviews all new construction as well as all renovations. All submissions shall be approved, approved as noted, or disapproved. CHRB will normally respond within 30 days, but failure to do so shall not constitute approval. Approval may be denied if the submitted material is incomplete. CHRB may make inspections during the course of construction to assure compliance with the submitted documents. This section applies to both the Neighborhood and the Town Center.

Approval of Architects, Designers and Builders

The CHRB retains the right to approve or disapprove any architect, designer or builder that it believes may not perform satisfactorily.

Review Fees

A fee of \$100 is required for each Neighborhood review and \$250 for each Town Center review. This is to be submitted with the Construction Documents Review form. No fee is charged at the time of the Preliminary Review. All checks should be written to the Cherry Hill Group, LLC.

Variances

Variances may be granted based upon architectural merit or hardship, but shall not constitute a precedent for future variances.

Construction Deposit

A construction deposit is required from the contractor for each lot to assure compliance with the submitted plans. The amount is \$500 for Neighborhood lots and \$1,000 for Town Center lots. The deposit shall be submitted before a Notice to Proceed is issued. The deposit shall be returned upon final inspection, provided that compliance is complete and unless it is required to clean up or repair common areas damaged due to construction. Contractor shall be notified in writing prior to the use of the deposit.

Power to Enforce

Should a violation occur, The Cherry Hill Group, LLC, has the right to enforce the code by legal action, including injunction relief, which requires the owner to stop, remove, and/or alter any improvement in a manner that complies with the standards established by Cherry Hill. The Cherry Hill Group, LLC shall also be entitled to collect reasonable attorney's fees. Approval by the CHRB does not relieve an owner of his or her obligation to obtain any government or governmental board approvals or permits.

Limitations of Responsibility

The main purpose of the CHRB is to review submitted material in order to determine if the proposed construction meets the Cherry Hill Design Code. CHRB does not assume any responsibility for structural integrity, existing site and soil conditions, governmental requirements, and the work of the owner's architect, designer, engineer or contractor.

Procedure

There are 3 phases to the review: Preliminary Review, Construction Document Review and Final Inspection. If an owner desires, the preliminary and construction document review may be combined, but this may result in additional plan work and expense to the owner. The CHRB is not responsible should such work and expense occur. All documents are to be submitted in duplicate. One approved set shall be returned following review.

The following forms shall be provided:

1. Preliminary Review Application
2. Construction Document Review Application
3. Exterior Materials Schedule
4. Color Samples
5. Notice to Proceed Application
6. Construction Agreement
7. Minor Change in the Work Application
8. Final Inspection Application

Preliminary Review

This assures that the designer and owner understand the Design Code and may save time and expense and later stages of the process. If the applicant has a photograph or rendering a similar building, this is the appropriate stage to include it.

Construction Document Review

This is the final review prior to construction. In addition to the Construction Document Review Application, the owner shall submit the Exterior Materials Schedule.

Notice to Proceed Application

This should be submitted to the CHRB after the issuance of the Building Permit. For Town Center buildings, if the City of Columbia requires changes to the plans, such revisions shall be submitted concurrently with the notice to proceed. No notice to proceed shall be granted until the Builder and Owner shall have signed and delivered the Construction Agreement to the CHRB.

Request for Minor Change in the Work

If, during the course of construction, the owner, contractor or designer wish to make improvements to the design, this request must be submitted for approval, and changes shall not be made without approval.

Final Inspection

This occurs upon receipt of the Certificate of Occupancy and completion of all work, including the required landscaping. It is to verify complete compliance. If approved, the construction deposit is returned at this time.

FORMS

- 1. Preliminary Review**
- 2. Construction Document Review**
- 3. Exterior Materials Schedule**
- 4. Color Samples**
- 5. Notice to Proceed**
- 6. Construction Agreement**
- 7. Minor Change in the Work**
- 8. Final Inspection**

Preliminary Review Application Form

Lot _____ Building Style _____

Owner: _____

Address: _____

Telephone: (day) _____ (eve) _____ Fax: _____

Architect or Designer: _____

Address: _____

Telephone: _____ Fax: _____

Contractor: _____

Address: _____

Telephone: _____ (mobile) _____ Fax: _____

Check List of Required Documents:

Preliminary Review Application Form

Drawings:

Site Plan showing the building footprint:

Floor Plans with the square footage of each floor

Photo or drawing of the front elevation

All items submitted to the Cherry Hill Review Board (CHRB) must be submitted in duplicate, and mailed or delivered to:

**Cherry Hill Review Board
c/o John Phillips Architects
1007 N. College, Suite 2
Columbia MO 65201**

Construction Document Review Application Form

Lot _____ Building Style _____

Owner: _____

Address: _____

Telephone: _____ Fax: _____

Architect or Designer: _____

Address: _____

Telephone: _____ Fax: _____

Contractor: _____

Address: _____

Telephone: _____ Fax: _____

Check List of Required Items:

- Construction Document Review Application Form (this form).
- Exterior Materials Schedule Form.
- Color and Material Samples.

Drawings:

- Site Plan with a scale of 1" = 20' or larger, showing the following:
 - Boundary Survey.
 - Property lines with all setbacks clearly dimensioned.
 - North Arrow.
 - Building footprints(s), with all steps, decks, porches, fences and walls clearly identified.
 - Parking, driveways and walkways.
 - All trees to be planted, show species.
 - Any satellite dish location.

- [] Floor Plans showing the following
 - [] Rooms fully dimensioned & labeled.
 - [] All windows (sized or drawn to scale).
 - [] All doors with swings.
 - [] Overall dimensions, with total square footage.

- [] Roof Plan , showing vents, soffit and rake dimensions.

- [] Elevations of all sides, showing the following:
 - [] Porches, balconies, doors and windows.
 - [] Principal materials, drawn & specified.
 - [] Floor to floor height.
 - [] Building height and first floor elevation relative to adjacent grade.
 - [] Pitch of all roofs.
 - [] Trim dimensions and column sizes.
 - [] Any special features
 - [] Other details as may be required by the CHRB.

- [] Review fee - \$100 for Neighborhood lot, \$250 for Town Center lot (check made payable to the Cherry Hill Group, LLC.).

- [] Variances: If any variances to the Cherry Hill Design Code are being applied for, a written description should be submitted at this time. If applicable, the portion of the design affected by the variance should also be denoted on the drawing listed above. Additionally, a justification for the variance should be submitted based on architectural merit or demonstrated hardship.

All items submitted to the Cherry Hill Review Board (CHRB) must be submitted in duplicate, and mailed or delivered to:

**Cherry Hill Review Board
c/o John Phillips Architects
1007 N. College, Suite 2
Columbia MO 65201**

COLOR SAMPLE LIST			
LOT _____		DATE: _____	
Location/ Item		Product-Color-#	
Exterior Wall Paint			
Lattice			
Fence			
Gate			
Window Color			
Window Trim			
Door Trim			
Door, Front			
Doors, Other			
Ornamental Trim			
Porch Column/Railing			
Porch Floor			
Porch Ceiling			
Roof			
Soffit/Fascia			
Gutter/Downspout			
Chimney			
Garage Doors			

Notice to Proceed Application Form

Permit #: _____ Lot _____

Owner: _____

Address: _____

Telephone: _____ Fax: _____

Architect or
Designer: _____

Address: _____

Telephone: _____ Fax: _____

Contractor: _____

Address: _____

Telephone: _____ Fax: _____

Block _____ Lot _____ Building
Style _____

Check List of required documents:

- Construction Document Review Form, Approved by CHRB.
- Exterior Materials Schedule Form, Approved by CHRB.
- Construction Deposit Check, made Payable to The Cherry Hill Group, LLC

I certify that I have read and understand the Cherry Hill Design Code, and shall fully comply with these rules.

Contractor: _____ Date: _____

Owner: _____ Date: _____

All items submitted to the Cherry Hill Review Board (CHRB) must be submitted in duplicate, and mailed or delivered to:

**Cherry Hill Review Board
c/o John Phillips Architects
1007 N. College, Suite 2
Columbia MO 65201**

CONSTRUCTION AGREEMENT

Lot: _____

Owner: _____

This Construction Agreement is made and executed on the _____ day of _____, year of _____, by and between The Village of Cherry Hill Design Review Board and _____ (“Contractor”).

RECITALS:

A. Owner is the owner of the Lot in The Village of Cherry Hill described above and has entered into, or anticipates entering into, a contract with the above named Contractor for the construction of a home and other improvements on the Lot.

B. The Village of Cherry Hill is subject to Master Deed Restrictions which establishes The Village of Cherry Hill Design Review Board, provides for architectural control for all improvements, and allows the implementation of design standards, known as The Village of Cherry Hill Design Code.

C. Such documents are intended to protect the interests of all owners within The Village of Cherry Hill. The Design Review Board is obligated under the Declaration to enforce the Design Code.

D. The Village of Cherry Hill Design Code allows The Village of Cherry Hill Design Review Board to review and approve plans for construction, to review and approve contractors within The Village of Cherry Hill and to establish regulations for construction within The Village of Cherry Hill.

E. By the purchase of a lot within The Village of Cherry Hill, the Owner has agreed to be regulated by the Declaration and the Design Code. Owner’s Contractor enters The Village of Cherry Hill only as Owner’s guest, agent or business invitee, and is similarly deemed to have agreed to such regulation.

AGREEMENT:

Contractor understands the following conditions for construction within The Village of Cherry Hill and agrees, for him or herself, and for all others who enter The Village of Cherry Hill on Contractor’s behalf, to comply with the following requirements, subject to the written waiver of the Design Review Board:

1. Adherence to The Village of Cherry Hill Codes. I have reviewed and understand The Village of Cherry Hill Design Code and agree to construct all improvements in accordance with final plans and specifications as approved for the lot by The Village of Cherry Hill Design Review Board. I understand that any changes to the final plans and specifications must be approved by The Village of Cherry Hill Design Review Board prior to implementation.

I understand that any construction in violation of, or inconsistent with, the approved plans and specifications may be stopped by the Design Review Board and further work on the job will cease until the work has been corrected to the satisfaction of the Design Review Board. If I fail to correct the work or if I have previously violated this provision on any lot, the Design Review Board will terminate the contractor's privilege to build in The Village of Cherry Hill.

I recognize that variances to the Design Code or nonenforcement of violations which may have occurred in the past do not relieve me of the responsibility to comply with approved plans and specifications for current and future projects. The preceding is not intended in any way to waive the rights of the Design Review Board, the Village of Cherry Hill Owners' Association, Inc. or the developer of The Village of Cherry Hill to enforce previous violations.

2. Governmental Building Codes. I agree to follow state, county and city codes at all times. I understand and agree that The Village of Cherry Hill Design Review Board is intended only to assure compliance with the aesthetic concerns of The Village of Cherry Hill Design Codes and that The Village of Cherry Hill Design Review Board, The Village of Cherry Hill Neighborhood Association, Inc., the developer of The Village of Cherry Hill and its realty agent are not liable for any design or construction defects affecting the safety or structural integrity of the building or for failure of the building to comply with any applicable building codes.

3. No Trailers. No trailers or temporary buildings are permitted unless approved by The Village of Cherry Hill Design Review Board. I will not erect any signage of any type except as provided by The Village of Cherry Hill Design Code and specifically approved by The Village of Cherry Hill Design Review Board.

4. Clean Construction Site. I am responsible for maintaining a clean construction site at all times. Building material shall be kept within the property lines and shall be stored in a neat and orderly fashion. If construction is suspended for more than thirty days, all stored building materials shall be removed until construction is resumed.

I agree to furnish trash containers and keep the premises free from accumulation of waste materials at all times. I will properly and promptly remove any hazardous waste.

All paper and debris will be picked up each day before leaving the site. Food garbage (lunch remains including cans) cannot be mixed with construction debris but must be kept in appropriate containers and removed at least weekly.

Trash shall not be allowed outside of the designated trash and scrap area. At completion of the work, all remaining waste materials shall be disposed of legally, and tools, construction equipment, machinery and surplus material shall be removed from the site. Dumping or burning is not allowed.

If my site is not cleaned within three days after written notice, The Village of Cherry Hill Design Review Board may clean the site at my expense, in addition to any fines or other penalties provided in Section 11 of this Agreement.

5. Tree Protection: Erosion Control. I shall take all necessary precautions to protect existing vegetation and to comply with all erosion control methods established by The Village of Cherry Hill Design Review Board from time to time. I understand that protection of existing trees is extremely important in The Village of Cherry Hill. I will use due care in removing trees permitted to be removed, and will build and maintain at all times an approved frame around any trees required by The Village of Cherry Hill Design Review Board to be preserved. I will not cut, remove, or willfully damage any tree unless approved by The Village of Cherry Hill Design Review Board. If I do not comply with this rule, in addition to the fines and other penalties provided in Section 11 of this Agreement, I may be required to (a) plant a tree of the same species and comparable size, and (b) pay a fine which, depending on the size and species of the tree, may exceed \$5,000.

6. Common Areas. I will respect and protect the common areas of The Village of Cherry Hill. I am responsible for any damage to streets, curbs, sidewalks or other infrastructure caused by me, my employees or subs or suppliers such as cement trucks. Any such damage will be repaired by myself or my designee at my expense.

7. Neighboring Property. I am responsible for making sure that work activity on the job site does not encroach on adjacent property. I may not use a neighboring property for access or store materials on adjacent property except by written permission of the adjacent lot owner.

8. Insurance. I am responsible for carrying and will keep in force at all times the following insurance coverage, and have provided a certificate of such coverage to The Village of Cherry Hill Design Review Board:

Commercial General liability coverage with minimum limits of no less than \$500,000 per occurrence and \$1 million in the aggregate.

Workmen's compensation as required by law.

I am responsible for assuring that all subcontractors' employees are covered by workmen's compensation as well. Failure to provide such insurance coverage or to demonstrate evidence of such coverage when requested may result in immediate termination of my privilege to build within The Village of Cherry Hill.

9. Nuisances. I am expected to show respect for The Village of Cherry Hill community, its residents and guests. I understand that I must take necessary precautions so as not to create undue noise and that radios, tape players, etc. must be kept at reasonable sound levels so as not to disturb others outside the construction site. No profanity, cat calls or unnecessary noise will be tolerated. No animals are permitted on the construction site. I understand that workers may dress casually but may not wear clothing with obscene or otherwise offensive messages.

To avoid undue disturbance to The Village of Cherry Hill residents and guests, construction is allowed only between the hours of 7:30 a.m. to 5:30 p.m., Monday through Friday, and 9:00 a.m. to 5:00 p.m. on Saturdays. Construction is prohibited on Sundays and the following holidays: New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas Day. If any of these holidays are observed on the preceding Friday or following Monday, there will be no construction on that day. Exceptions will be made only with written permission from The Village of Cherry Hill Management.

All vehicles and workers must abide by the traffic access plan designated by The Village of Cherry Hill Design Review Board from time to time. All roadways must be kept open for the passage of through traffic. Where absolutely necessary, attended trucks may use the street while loading and unloading only. All other vehicles must be parked completely off the street. No vehicle may be parked overnight. Any vehicle in violation of this paragraph may be towed.

I will respond to requests from the Design Review Board to correct behavior which disturbs others within The Village of Cherry Hill. For repeated nuisances and after at least two written warnings, I may be charged a fine of up to \$100 per day for violations. In cases of persistent and repeated disregard for the needs of others which is causing a serious disturbance to others within The Village of Cherry Hill, and after at least three fines for the same or similar nuisance, any future occurrences may be treated as a violation under Section 11.

10. Correction of Violations. Upon notice from the Design Review Board of any violation of this agreement, I will immediately correct and remedy the violation. I understand that in addition to other remedies described elsewhere in this agreement, The Village of Cherry Hill Design Review Board may enforce violations of any of the provisions of this agreement, other than section 11, as follows:

First Offense.....	Written warning
Second Offense.....	\$500 fine

Three or more Offensesup to \$1,000 fine

The violations do not need to be of the same type or for the same lot. Upon three or more offenses, including those for other Owners on other lots, the Design Review Board will terminate my privilege to build any future projects in The Village of Cherry Hill. I shall have the opportunity for notice and right to be heard before the Design Review Board before imposition of any penalty in this paragraph or elsewhere in this agreement.

11. Deposit; Liability for Damage. I have provided to The Village of Cherry Hill Design Review Board a deposit in the amount indicated below, which may be used at any time to pay any of the fines described above and to remedy any other failure to abide by these conditions. I am responsible for the cost to clean the job site, the cost to clean or repair damage to adjacent property or common areas, and the cost incurred by The Village of Cherry Hill Design Review Board in enforcing these conditions, including legal fees (whether or not suit is brought), engineers, architects and other professionals. All of these costs may be deducted from my deposit, although I remain liable for any costs not covered by the deposit.

If I so request, my deposit will be returned to me upon satisfactory completion of the home and landscaping on my property, less an administration fee of \$5 per month to cover the cost of escrow accounting (up to a maximum of \$50 for a continuous deposit).

12. Indemnification. To the full extent permitted by law, I agree to indemnify and hold harmless The Village of Cherry Hill Design Review Board, The Village of Cherry Hill Neighborhood Association, Inc., the developer of The Village of Cherry Hill and all their officers, employees, sales representatives and agents, from any civil claim of liability regarding the safety or structural integrity of any home I construct; the safety of the job site; any delays in construction or any matter regarding the quality of construction, its appearance or its compliance with approved plans. This indemnification shall include but not be limited to the expenses (including judgments, court costs, settlements and attorneys' fees) actually and necessarily paid or incurred in connection with any suit or threatened suit.

Made and executed on the day and year written above.

Corporate Name of
Builder: _____

By: _____
Its _____ president

Signature of Licensed Contractor

The Village of Cherry Hill Design Review Board:

By: _____

Amount of Deposit: \$_____ Received by: _____

Date: _____

Consent and Joinder of Lot Owner: I have read and understand the above Agreement.

I recognize that the above contractor enters The Village of Cherry Hill as my guest or invitee. I am ultimately responsible for assuring that the contractor complies with all of the above conditions and that the improvements constructed on my lot are in accordance with the approved plans and specifications. If The Village of Cherry Hill Design Review Board is unable to compel the contractor to comply with the Agreement, I will be liable for all repairs and damages.

I understand that the contract for the construction of a home is negotiated between the homebuyer and the contractor, and that neither the developer nor The Village of Cherry Hill Design Review Board is a party to that contract. For my own benefit, I understand that such a contract should require the contractor to build the home in accordance with plans approved by The Village of Cherry Hill Design Review Board, and that the receipt of the Design Review Board's completion certificate indicating compliance with the approved plans should be a condition of final payment on the contract.

Owner(s): _____

Minor Change in the Work Application Form

Lot _____ Building Style _____

Owner: _____

Address: _____

Telephone: _____ Fax: _____

Architect or Designer: _____

Address: _____

Telephone: _____ Fax: _____

Contractor: _____

Address: _____

Telephone: _____ Fax: _____

I hereby request the following change be made to my previously approved submissions to the CHRB:

Description of change:

[] Supporting Documents if required:

All items submitted to the Cherry Hill Review Board (CHRB) must be submitted in duplicate, and mailed or delivered to:

**Cherry Hill Review Board
c/o John Phillips Architects
1007 N. College, Suite 2
Columbia MO 65201**

Final Inspection Application Form

Lot _____ Permit Number _____

Owner: _____

Address: _____

Telephone: _____ Fax: _____

Architect or Designer: _____

Address: _____

Telephone: _____ Fax: _____

Contractor: _____

Address: _____

Telephone: _____ Fax: _____

As the contractor of the above Project, I hereby certify that all construction rendered by me is in compliance with the Cherry Hill Design Code and all documents approved by the CHRB. All corrective work to existing infrastructure, including but not limited to walkways, landscaping, utilities, public rights-of-way, and common areas has been completed and such repairs have rendered this infrastructure to "like new" condition. This application stands as a formal request for the return of all Construction Deposit monies held by the CHRB.

Contractor: _____ Date: _____

I, the Owner, approve the return of the construction Deposit to the Contractor.

Owner: _____ Date: _____

All items submitted to the Cherry Hill Review Board (CHRB) must be submitted in duplicate, and mailed or delivered to:

Cherry Hill Review Board
c/o John Phillips Architects
1007 N. College, Suite 2
Columbia MO 65201