

anthem community council

ACC/APCA Wall Modification Policy

Guidelines for APCA Property Owners Who Request Permission to Modify the Block Wall or View Fences Otherwise Maintained by the ACC

Owner Name: _____

Property Address: _____

Pre-Requisites to Wall / View Fence Modification

1 APCA property owners who apply to modify their property wall (including, but not limited to, Block Wall or View Fence Wall) that are to any extent maintained by the ACC must provide to the Anthem Parkside Community Association (APCA) a completed application providing details of their request, approximate date of construction, and other information required by the APCA and its Architectural Review Committee (ARC).

2 Modifications to the subject walls and/or view fences cannot be started until the property owner receives the written permission of the APCA ARC **and** the written permission of the Anthem Community Council (ACC). Performing the work in advance, or performing the work in a manner that does not meet the requirements of the APCA or the ACC, may subject the property owner to fines, additional construction costs, or any other remedies available to the APCA or the ACC.

Wall Modification Construction Requirements

APCA property owners who request subject wall/view fence modifications are first required to submit their application to the APCA in accordance with the guidelines and procedures established by the APCA. If the APCA ARC approves the request for wall/view fence modifications, the application must thereafter be submitted to the ACC for consideration. The application must also be accompanied by the completed Wall Modification Liability Waiver and Release, which is attached to this document. The ACC will not grant the application unless the following conditions are satisfied, in addition to any other requirements specified by the ACC:

1 Contractor Selection

Applicants must use a licensed, bonded, and insured contractor approved by the ACC in writing for the proposed wall modification. Use of an unauthorized contractor or without having sought ACC approval will immediately void the APCA and ACC approval and

could require the property owner to remove the wall modifications and to return the wall to its prior state by a contractor selected by the ACC at the sole cost of the property owner.

2 Inspection

The ACC will perform inspections on the wall modifications as part of its approval process. The inspection fees will be no less than \$200.00 will be the responsibility of the owner seeking the wall modification.

In all cases, the approved contractor will inspect the depth and structural integrity of the existing footers and will provide a report to the ACC on the adequacy of the footers to support the wall modifications. If inadequate or compromised, the property owner will be required to include footer modifications as part of the overall project. An ACC inspection report will be provided to APCA for their project documents. However, no inspection or approvals shall be deemed to be a representation or warranty as to the structural integrity of the wall modification. The property owner expressly assumes any liability resulting from a failure in the structural integrity of the wall on account of the wall modification sought through the property owner's application.

3 Materials

Wall modifications must use block material and/or iron view fence material that is consistent with existing materials throughout the APCA. Materials must be identical in construction quality, color, appearance and all aspects.

Other Responsibilities of the Property Owner

It is the sole responsibility of the property owner to obtain any County approvals that may be necessary for any wall and/or view fence modifications (such as, for example, if there is to be a pool in the rear yard). In many cases, the approved contractor will obtain the approvals on the property owner's behalf as part of the project. The Property owner should also recognize that any changes to the overall height of the walls and/or fences may create safety issues as lowered walls or fences may allow for easier intrusion by wildlife.

Variances

The ACC reserves the right to deviate from the procedures established by the ACC/APCA Wall Modification Policy to the extent appropriate as determined in its sole discretion.

When recorded, return to:

Anthem Community Council, Inc.
3107 W Anthem Way
Anthem, Arizona 85086

**ANTHEM COMMUNITY COUNCIL, INC.
Wall Modification Liability Waiver and Release**

This Wall Modification Liability Waiver and Release (“Agreement”) is entered into as of this _____ day of _____, 20__ (which is the date the last Party signs the Agreement), by and between the Anthem Community Council, Inc., an Arizona nonprofit corporation (“ACC”) and (“Applicant”).

Applicant hereby acknowledges that any modifications to any walls maintained, in whole or in part, by the ACC (including, but not limited to, the rear or side yard block walls or view fences) requires the prior written approval of the ACC as well as the APCA. Applicant further acknowledges that the ACC’s approval of any modifications to the walls maintained by the ACC is conditioned upon Applicant’s execution of this Agreement. The ACC, upon written request, may further require Applicant to submit a design review fee or inspection fee to review Applicant’s proposed modification(s).

Applicant affirms that Applicant will cooperate in the ACC’s efforts to satisfy any maintenance obligations it may have over the subject wall. Applicant acknowledges that as a function of the ACC’s maintenance obligations or otherwise with or without cause, Applicant’s modifications to the wall may be damaged, cracked, or may otherwise be required to be removed. Applicant acknowledges that Applicant shall be solely responsible for all costs associated with repairing or replacing any modifications to the wall(s) and shall not seek any reimbursement from the ACC for such repairs, regardless of the cause thereof. Should Applicant’s modifications to a wall impair the structural integrity of the wall, damage the wall, or otherwise increase the ACC’s costs to maintain and repair the wall, Applicant shall be responsible for the associated costs and expenses.

Applicant expressly assumes any and all responsibility for damages to persons and/or property that may result from or occur in relation to the modifications made to the walls. Applicant hereby expressly waives, releases and holds harmless of any liability or responsibility the ACC and its directors, officers, employees, agents, managers, and all other related parties (collectively “Released Parties”) for any injury, damage, claim, suit, loss or liability of any kind that may arise out of or in relation to Applicant’s modifications. At Applicant’s own expense, Applicant shall appear, defend and pay all charges of attorneys’ fees and all costs and any other expenses that arise in relation to or that are incurred by the Released Parties in connection therewith, and, if any judgment is rendered against the Released Parties in any such action, Applicant shall, at Applicant’s own expense, satisfy and discharge the same.

The terms and provisions hereof shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto and the agreements set forth herein shall run with the land. All rights, obligations and provisions of this Wall Modification Liability Waiver and Release, including the benefits and burdens, shall automatically pass to the future owner(s) of the properties identified herein.

Applicant is freely and voluntarily executing this informed Agreement, and acknowledges that Applicant has read and agrees to be bound by its terms and conditions.

Homeowner Signature

Date

Printed Name: _____

Property Location: _____

Telephone number: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ who has executed the foregoing document as of the date written above.

Notary Public

My commission expires:

ACC Staff Signature and Title

Date