Variance Request Procedures
Huntington Park HOA

1. Owner obtains a blank Variance Request Form from Kenrick Corporation either by visiting the Huntington Park page on Kenrick's website, or by emailing your property manager, Tiffany Harrell at tharrell@kenrickfirst.com.
2. Owner obtains a proposal/ estimate/ quote from a fully insured contractor
3. Owner completes the variance form which will include:
    a. Full description of modification including style, color, materials
    b. Contractor's name & contact information
    c. On back of variance, check boxes regarding drawing/ plans, proposal/ estimate/ quote including brochure, pamphlet, tear sheet showing style, color, material
    d. **Include the Contractor's General Liability AND Workers' Compensation Insurance Certificates. Huntington Park will not allow any contractor to work on the property who does not carry both insurances. *The Certificate Holder on the insurance certificates should be listed in the name of the homeowner with the homeowner's association address.***
    e. ***Additionally, we require you the Homeowner , the HOA and Kenrick Corporation to be listed as "additionally insured" in the Description of Operations.***
    f. Fill out the Neighbor Notification (page 4) & include the completed form when submitting to Kenrick Corporation
4. Owner signs variance request
5. Submit completed variance form, proposal/ estimate/ quote, contractor's insurance certificates, and any other related documents to Kenrick. You can submit either by mail (USPS) or email:
    a. **Via USPS:** Kenrick Corporation - ATTN: Variance Team, 3495 Winton Place, Suite D4, Rochester, NY 14623
    b. **Via Email**: variances@kenrickfirst.com
6. Once the variance request form & all other required documents have been received, Kenrick Corporation will submit the request to Board of Managers for review. Note: the Board has up to 45 days to review and make a decision.
7. Once a decision is made & variance is signed by the Board of Managers, the owner will be notified of the Board's decision.
8. Work is to be completed within 30 days of approved variance. If this is not possible, due to ordering product or weather, the owner must note this on the variance or sending an explanation (i.e. product must be ordered, weather, etc…) to Kenrick.

Property Management Information:

Kenrick Corporation
3495 Winton Place, D-4
Rochester, NY 14623

Office: (585) 424-1540
www.kenrickfirst.com

HUNTINGTON PARK HOMEOWNERS ASSOCIATION

REQUEST FOR VARIANCE

(Please Use Pen ONLY)

To: Board of Directors (BOD)
Huntington Park Homeowners Association, Inc.
c/o Kenrick Corporation
3495 Winton Place, D-4
Rochester, N.Y. 14623

From: Homeowner Name: _____

Address: _____

Phone: (H)_____(Other)_____

E-Mail: _____

In accordance with the Huntington Park Homeowners Association "Declaration & By-Laws," and the "Rules and Regulations," I request approval to make the following changes, alterations, renovations, additions and/or removals to my unit:

_____

_____

_____

_____

_____

Is this an amendment to a previous request? _____

If yes, approximate date of previous request: _____

Note: Applications should be received at least two weeks before the Board of Directors meeting to appear on the agenda.

Date Received by the Management Company:_____ Date Processed by the BOD _____

I understand that under the "Declaration & By-Laws" and "Rules and Regulations," the BOD will act on this request and the management company will provide me with written response of their decision within 45 days of the submission of this document. I further understand and agree to the following provisions:

1. No work or commitment of work will be made by me until I have received written approval from the BOD via the management company.
2. All work will be done at my expense and all future upkeep will remain at my expense or future homeowner's expense.
3. All work will be done expeditiously once commenced and will be done in a good professional manner by the contractor.
4. All work will be performed at a time and in a manner to minimize interference and inconvenience to other unit owners.
5. I will assume all liability and will be responsible for all damage and/or injury which may result from performance of this work.
6. I will be responsible for addressing inappropriate conduct of all persons, agents, contractors, and employees who are connected with this work.
7. I will be responsible for complying with all applicable federal, state, and local laws; codes; regulations; and requirements in connection with this work, and I will obtain all necessary governmental permits and approvals for the work.
8. I understand and agree that the Huntington Park Homeowners Association and its Board of Directors have no responsibility with respect to such compliance as outlined above and that the Board of Directors' approval of this request shall not be understood as the making of any representation or warranty that the plans, specifications, or work comply with any law, code, regulation, or governmental requirement.
9. I understand that the initial denial decision regarding this variance request is not final. The Board of Directors may decide to reverse or modify its initial decision following consideration of a written appeal by the homeowner if made to the Board within thirty (30) days after the initial decision.
10. I understand if said construction is not in compliance with the approved variance, I am responsible for all costs associated with complying with the approved variance.
11. No modifications are to be made to the Huntington Park Homeowners Association Common Property. The unit owner will be responsible for the cost to repair any damages made to the common property by the unit owner or their contractor.
12. I understand I am responsible to notify my neighbors in my building of this request.
13. I understand the contractor is responsible to remove all resulting debris. If the contractor does not remove the debris, I am responsible for the removal.
14. I have provided the following **REQUIRED** items in this variance request

(Check each line)

_____The name, address and contact information of the contractor

_____A labeled drawing (to scale) or blueprint of my plans

_____A copy of the proposal from the contractor with a detailed description of the work to be performed and product information, e.g.: brochures, cut sheets, photographs, detailed material list

_____A copy of an insurance certificate from my contractor listing General Liability Insurance and workers compensation coverage in effect presently and at the time the work is completed

_____ Homeowner should be listed as the certificate holder and the Homeowner along with the HOA and Kenrick Corp to be listed as additionally insured on the contractor's insurance form.

_____Homeowner notification pages for all units in my building.

15. I agree to contact the Management Company when the variance work is completed.

_____

(Homeowner's Signature) (Date)

Actions Taken by the Board of Directors (BOD)

_____Approved as Requested _____Approved with the Following Exceptions:

_____

_____

_____Not Approved

Reasons for decline of approval: _____

_____

_____

(Signature of the President, Board of Directors) (Date)

This change and the maintenance thereof will _____will not _____ become the financial responsibility of the Homeowner.

If the HOA assumes costs, state amount and explain reason: _____

_____

Action Taken by the Management Company

_____On this date the homeowner was mailed a written decision of the Board of Directors regarding this variance proposal.

_____

(Signature of the Representative of the Management Company) (Date)

Neighbor Notification

(To notify your neighbor of the work you are doing)

I,_____ am notifying you, my neighbor, at unit # _____
(*Name of homeowner with Variance*) (*Address of neighbor*)
of the following variance request which I will be submitting to the Board of Directors. I am requesting the following changes to my unit:

_____

_____

_____

Please sign below showing you have been notified of, and do not object to, my intentions to change the outside appearance of my unit. Please note that this variance has not yet been submitted or approved by the Board of Directors.

_____ _____
Neighbor Signature Date

If you, my neighbor, have any concerns please list them below:

_____

_____

_____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/07/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Organization Name Street Address City State, Zip	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XXX Insurance Company	XXXXX
INSURER B : XXX Insurance Company	XXXXX
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Organization Name and address

COVERAGES **CERTIFICATE NUMBER:** 2020 Liab **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X This box must be marked Yes or X					EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [Y] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Homeowner name here, Association name here, Kenrick Corporation all named as Additional Insureds in regard to general liability.

Regarding: Homeowner Name, Association Street Address, City, NY Zip Code

CERTIFICATE HOLDER

Homeowner Name
Association Street Address
City, State, Zip

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SAMPLE

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