

**BEAR ISLAND HOMEOWNERS ASSOCIATION, INC.
APPLICATION FOR APPROVAL OF ALTERATIONS OR MODIFICATIONS**

Pursuant to Article VII, Section 2 of the Declaration of Covenants and Restrictions for Bear Island (the "Declaration") and the Rules and Regulations (the "Rules") adopted by the Board of Directors (the "Board"), no alteration or modification of the external appearance, use and maintenance of the lots and improvements thereon may be made by an owner without the prior approval by the Architectural Control Committee (the "ACC"). The ACC is charged with the responsibility to insure that only those alterations or modifications that best preserve and enhance values and maintain a harmonious relationship among structures and the natural vegetation and topography are approved.

OWNER(S) OF RECORD: _____

PROPERTY ADDRESS: _____

MAILING ADDRESS FOR NOTICES: _____

[]HTEL: _____ []WTEL: _____ []FAX: _____ []E-MAIL: _____

[Fill in each and place an "X" in box to indicate preferred method of communicating with you, if you include an e-mail address Approval can be sent via e-mail for a timelier response.]

PLEASE DESCRIBE THE ALTERATIONS OR MODIFICATIONS TO YOUR HOME OR LOT FOR WHICH YOU SEEK APPROVAL (ATTACH TRUE COPIES OF PLANS, SKETCHES, DRAWINGS, PROPOSALS, CONTRACTS AND BIDS AS NECESSARY).

The undersigned affirms that he/she has read, understands, accepts and agrees to abide by the provisions and requirements set forth herein. **All owners of record must sign.**

Witnesses Sign below:

_____ * _____ Applicant
_____ * _____ Applicant

*print name of witnesses below signatures

Signed at _____ this _____ day of _____, 20 _____

STATE OF FLORIDA The foregoing instrument was acknowledged before me this _____

COUNTY OF PALM BEACH day of _____, by each Applicant named above, each of whom is

personally known to me or produced the following identification: Florida Driver's License or voter card # _____

Seal/Stamp _____ Notary Public

Neither the ACC nor the Board nor the Association is responsible for, nor are they approving (a) the structural integrity, engineering feasibility, safety or compliance with building codes or other governmental regulations of the alterations or modifications described in this application, or (b) any defects in any plans or specifications or the alterations or modifications carried out pursuant thereto. The consideration and review by the ACC is solely for the purpose of determining whether the proposed alterations or modifications preserve and enhance values and maintains a harmonious relationship among other structures and the natural vegetation and topography.

OBLIGATIONS OF OWNER

By signature on the application, Owner (or Owner's agent) stipulates and agrees that:

1. Owner shall be solely responsible for (a) the sufficiency of the plans and specifications, (b) completing the alterations or modifications strictly in accordance with the plans and specifications, (c) the quality of the alterations or modifications and (d) obtaining any and all necessary permits and approvals from the City of West Palm Beach and complying with all applicable governmental codes.
2. Owner shall be responsible for removing all construction debris, equipment, materials, etc. located in front of the house or fence at the end of each day's work.
3. Work will only be done between 8:00 AM and 5:00 PM, Monday through Saturday.
4. Owner shall be responsible, at Owner's expense, (a) to restore landscaping (grass and plant material) and paving in the landscape easement area of the lot maintained by the Association (the "front yard" and "driveway") to its condition prior to commencement of the alterations or modifications, (b) repairing any and all damage to the Associations' common property or the property of other owners in Bear Island, and (c) resolving any and all claims for personal injury or death to any person in connection with the alterations or modifications.
5. If Owner fails to pay any and all losses, damages, expenses, costs, claims, etc., incurred by the Association resulting from Owner's failure or violations of any obligation of Owner hereunder, within thirty (30) days after receiving written notice thereof, the Association shall have the right to resolve the same utilizing the escrow deposit, if any. If payment in excess of the escrow is required by the Association, the Association shall have the right to pursue a any and all of its rights and remedies under the Declaration at equity or at law, including but not limited to filing a claim against Owner in the Circuit Court of Palm Beach County, Florida, for its losses, expenses costs or damages, which shall include the award of reasonable attorneys' fees and expenses incurred by the Association in connection therewith.
6. Owner shall maintain the alterations and modifications described herein in good physical condition and repair at all times.
7. Owner, on behalf of Owner and Contractor, and their agents and employees, agrees (a) that none of the ACC, the Board, the Association or any of the officers, directors, employees, or any other persons acting on behalf of the ACC, the Board or the Association shall be liable for any costs or damages incurred by Owner or Contractor or their agents or employees, for damages incurred by either Owner or Contractor or their agents or employees, resulting from any mistakes in judgment, negligence or actions or failure to act by the ACC or the Board or any officer, director, employee or other person acting on behalf of the ACC, the Board or the Association in connection with the approval, modification or disapproval of the Application, and (b) that neither Owner nor Contractor shall seek to recover any such damages it might incur, in any way, including filing suit or otherwise, against the ACC, the Board, the Association, or any officer, director, employee or other person acting on behalf of the ACC, the Board, or the Association.
8. Owner, on behalf of Owner and Contractor, shall hold and save harmless and indemnify the ACC, the Board, the Association and its officers, employees, volunteers and agents from any and all claims and liability for personal injury and property damage resulting from work on the alterations or modifications described in this application.
9. All communications regarding this application shall be by regular mail to the mailing address set forth in the application, or by the method of communication indicated by Applicant above. Communication by regular mail shall be deemed complete upon deposit in the U.S. mail.

OBLIGATIONS OF OWNER (CONTINUED)

- 10. Owner agrees that all Owner’s obligations and liabilities shall be binding upon Owner’s heirs, assigns and legal representatives, whether or not specifically assigned or acknowledged in any document passing or affecting title to the real estate described in Owner’s application.
- 11. “Owner” shall refer to singular or plural Owners as required by context.
- 12. Plants must provide approximately two feet of clearance from the wall.

ACTION BY THE ACC

I. DISAPPROVAL

The Application is **DISAPPROVED** for the following reasons):

Date: _____

Authorized Representative of the ACC.

To Applicant: You have thirty (30) days after receipt of this disapproval within which to appeal this decision to the Bear Island Homeowners’ Association the ACC.

II. APPROVAL

The Application is **APPROVED**, subject to delivery to the ACC of the following (indicated by):

Deposit of \$ **1000.00** in a non-interest bearing account by the Association to cover the cost of any damage to the landscape easement and common areas that has not been satisfactorily repaired or restored upon completion of the proposed alterations or modifications. This deposit is refundable upon inspection and certification by the ACC of satisfactory restoration. Received _____.

Payment of one time excess water charge of \$ **800.00** (spa or pool installation only).
Received _____.

Contractor’s Name: _____
 Address: _____
 Telephone: _____ Fax: _____ E-Mail: _____
 State License # _____ County License # _____

A true copy of the signed or proposed contract with Contractor for the alterations or modifications. **If the contract is not yet finalized, then a true copy of the fully executed contract must be provided to the ACC within thirty (30) days of the date of approval or this approval is void and of no force or effect.**
Received _____.

A true copy of (a) Contractor’s license(s) and (b) Contractor’s Certificates of Insurance showing valid coverage for the period in which the improvement will be completed (not a binder) for (i) Comprehensive General Liability Coverage and (ii) Worker’s Compensation Coverage. If requested by the ACC, the certificate(s) should name Association and Owner as “additional insured’s” and confirm at least 10-day notice of cancellation requirement by all insured’s. Received _____.

- A true copy of the plans and specifications you intend to submit to the City Building Department (The City normally requires that submitted plans have Association approval on their face). **If the plans and specifications are not provided to the ACC within thirty (30) days of the date of approval, then this approval is void and of no force and effect.** Received _____.
- A true copy of the approved City construction permit prior to the commencement of construction. **Failure to provide the ACC with a true copy of an approved construction permit of the City for the work described specifically in this application voids this approval.** Received _____.
- A true copy of the City certificate of occupancy. **Failure to provide the ACC with a true copy of the certificate of occupancy voids this approval.** Received _____.
- Work described in the Application must be completed within _____ days of the date of approval.
- If Application is signed by Owner's agent, attach evidence of agent's authority to bind Owner. Received _____.
- Other: _____

Date: _____
_____ Authorized Representative of the ACC

III. FOR INTERNAL USE ONLY

- To Association Manager: The alterations or modifications described in the application have been satisfactorily completed and the funds in the deposit, if any, less any expenses incurred by the Association in restoring the landscape easement area, common areas or other owners' lots shall be returned to Owner

Date: _____
_____ Authorized Representative of the ACC