

**ALMERIA PARK CONDOMINIUM ASSOCIATION, INC.
"ASSOCIATION"**

ALTERATION AND IMPROVEMENT APPLICATION FORM

Owner(s): _____

Unit #: _____

Phone: (Home) _____ (Work) _____

DESCRIPTION OF REQUEST

Approval is hereby requested to make the following modification, alteration or addition to my/our Unit. In making this request, I/We hereby agree to repair any damage caused to common elements, limited common elements, Association property or the property of other residents as a result of this work described below.

INSPECTION OF PROPERTY

To enable the Association's consideration of this application, I/We hereby grant the Association the right to review the plans and specification for the proposed improvements to be erected within the Unit and inspect my/our Unit ("Improvements").

APPROVAL PROCESS

It is understood by the undersigned Owner(s) that all alterations, additions and improvements to the Unit, including electrical, mechanical and structural improvements, must be approved by the Association. Further, the Association has thirty (30) days to process this application.

INFORMATION REQUIRED WITH APPLICATION

The following **must** be provided with your application. This application will not be reviewed by the Association until all necessary information and fees have been submitted

1. Submit a plan review fee in the amount of \$ _____.
2. Provide the Association with sealed plans and specifications for the Improvements prepared by a licensed and insured architect, engineer or contractor authorized to practice in the State of Florida. Owner(s) shall bear all

costs and/or consultants' fees which may be incurred by the Association in reviewing the plans for the Improvements and Owner shall comply with the recommendations of any engineers, consultants or other professionals retained by the Association with respect to the Improvements.

3. Owner shall include any other information requested by the Association or any information which will assist the Association in understanding what the Improvements will look like if the proposed work is approved.

CONDITIONS FOR IMPROVEMENT

1. Owner agrees to engage only licensed and insured contractors for the Improvements. Owner shall furnish the Association with copies of the contractors' licenses and the contractors' proof of insurance in an amount which is satisfactory to the Association prior to the commencement of the Improvements. The Association shall be named as an additional insured in any and all insurance policies relating to the Improvements.
2. Owner shall be responsible for any damage to the common elements, the Association's property or the property of others which is caused as a result of the construction of the Improvements. Owner shall immediately repair any such damages at his/her sole expense. Further, Owner will be responsible for any increased costs incurred by the Association in the maintenance, repair or replacement of the common elements or the Association's property resulting from the construction of the Improvements.
3. Upon the completion of the construction of the Improvements, Owner shall provide the Association with as built plans and specifications for the Improvements. In addition, Owner shall provide the Association with a letter from a licensed architect, engineer or contractor attesting to the fact that the Improvements were construed in accordance with the plans approved by the Association and all governing authorities.
4. In the event any liens should be filed against the condominium, the common elements, the limited common elements or the Association's property by the Owner's contractor, subcontractors, or material suppliers, in connection with labor or services performed, and/or the materials incorporated into or delivered to the property, the Owner shall indemnify and hold the Association harmless against all such liens and suits or other proceedings pertaining thereto, including any and all costs and attorney's fees, at both the trial and appellate level. If any such liens are filed, the Owner must transfer such lien within five (5) days of the filing of the lien by, (A) depositing in the office of the Clerk of the Circuit Court an amount sufficient to transfer said lien, or (B) by filing with the Clerk's office a bond executed by a surety licensed to do business in the State of Florida in accordance with the provisions of Section 713.24, Florida Statutes, and its successors.

5. Owner agrees that the installation of the Improvement shall be performed Monday through Friday, between the hours of _____ a.m. and _____ p.m. and shall not interfere with the peaceful enjoyment of the residents of the condominium. In the event the work interferes with the operation of the condominium or the rights of the residents, as determined in the sole judgment of the Association, the Owner agrees to immediately stop all work upon notification by the Association.
6. The Owner shall be responsible to keep the Association property and the common elements free from accumulation of waste materials or debris during the course of the installation of the Improvement. All construction debris shall be removed as directed by the Association.

PERMITS AND FINAL INSPECTIONS

It is understood by the Owner(s) that if the proposed Improvements are approved by the Association that the Owner(s) is/are responsible for obtaining all required permits and variances for the proposed Improvements and to obtain all inspections required by the appropriate governmental entities and/or departments. Owner warrants and represents that the Improvements, when completed, will comply with all laws, ordinances, rules, regulations, and codes of any public authority, including but not limited to the current Florida Building Code, and any amendments thereto, and all other authorities having jurisdiction over the work and the condominium. Prior to the commencement of the work, Owner shall submit to the Association copies of all the permits issued for the Improvements. Once the Improvement has been completed, Owner(s) shall submit documentation to the Association that all permits which were issued for the installation of the Improvement have been closed with the appropriate governmental authorities.

REMOVAL OF IMPROVEMENT

The Association, its employees, agents and contractors shall have the right of access to the Improvement at all times for the purpose of performing inspections and maintaining and repairing the areas the Association is required to maintain. Upon notice from the Association, the Owner shall be responsible at his/her sole cost and expense for the removal of the Improvement or any portion thereof in the event it is ever necessary for the Improvement or any portion thereof to be removed to effectuate any repairs, maintenance or replacement required to be performed by the Association. If the Owner should fail to remove the Improvement, the Association, at its option, may remove the Improvement and charge the Owner for all attorney's fees and/or costs incurred. If the Owner should fail to pay the attorney's fees and/or costs incurred in connection with the removal of the Improvement or any portion thereof, such attorney's fees and/or costs shall be deemed an assessment against **Unit** ___ and the Association, in addition to all other remedies, may file a Claim of Lien and if necessary, file foreclosure proceedings upon the failure of the Owner to satisfy such assessment. In no event shall the Association have any responsibility for replacement of the Improvement or for any damages to the Improvement or property placed on the Improvement arising from any cause, including, but not limited to, the maintenance, repair or replacement of the common elements, limited common elements or Association property.

Upon removal of the Improvement, the Owner may not reinstall the Improvement without the Association's prior written consent.

HOLD HARMLESS

It is understood by the Owner(s) that the Association, and its members, the Association, its officers, directors, agents, and employees, are not responsible for any defects in any plans or specifications or other materials submitted to the Association for approval, or for any defects in any work performed pursuant thereto. It is further understood that the Association, its members, the Association, its officers, directors, agents and employees owe no duty to the Owner(s) or to any other party with respect to the quality of the construction or the compliance of the construction with the approved plans and specifications. The Owner(s) submitting plans or specifications to the Association shall be solely responsible for the sufficiency thereof and the adequacy of the improvements constructed thereof. Further, the Owner(s) shall be responsible to obtain all of the permits required for the work as well as all inspections required by all applicable governmental entities and/or departments. The Owner(s) is/are solely responsible for his/her/their compliance with all governmental laws ordinances, statutes, regulations, orders and decrees which pertain to the proposed Improvement and/or construction. In no event shall the approval of any proposed Improvements by the Association constitute a warranty of approval as to the safety, soundness, workmanship, or usefulness, for any purpose, of any such Improvement, and the Owner(s) hereby indemnify/indemnifies and hold(s) harmless the Association, its members, the Association, its officers, directors, agents, and employees from any and all claims, including but not limited to attorneys fees and costs, which in any way arises from or is connected to the proposed Improvements.

Dated this _____ day of _____ 20_____.

Signature of Owner

Signature of Owner

DO NOT WRITE ON THIS PAGE

Application Received By: _____ Date: _____

Application Reviewed By: _____ Date: _____

Additional Information Requested By: _____ Date: _____

Additional Information Received By: _____ Date: _____

Association Action: Approved Denied Date

ASSOCIATION Member _____

ASSOCIATION Member _____

ASSOCIATION Member _____

statement (s) to be included in approval letter:

Reason for Denial:

