



Olympia ARC Request Form (with Damage Deposit Receipt) (06/28/2022) Page 1 of 3

Reminders	<ul style="list-style-type: none"> The above is a summary of required items for information purposes only. Consult your Villages' and Olympia's ARC Guidelines for information required before submitting. Complete applications must be submitted first to your Village; which, if approved, will forward to Olympia for final decision. No project or work may begin before the Village's and Olympia's written approval. Submission of the required documents does not guarantee the project will be approved. ARC may require extra information to consider your request. Homeowner should check with the Village of Wellington to see if a permit is required. Olympia's approval does not imply VoW will approve. Homeowner is responsible for all required changes arising from misleading or inaccurate information submitted or information omitted, including being required to restore the Property to the previous state (before the project began).
Conditions Precedent and Agreements by Applicant	<ol style="list-style-type: none"> I have no unsatisfied monetary (incl. assessments, fines, late fees, interest, collection costs, or atty. fees) or non-monetary (uncured violations) obligations owed to Olympia or my Village (unless this Request is for curing such violations). Attached is a completed Checklist of Important Documents and Notes for Common Projects. I consulted my Village and Olympia architectural review guidelines about restrictions, conditions, and procedures, and understand to be complete, this Request must be completed, signed, include the Survey and Plans, and be accompanied by the Damage Deposit (if applicable). This Request violates neither the Village nor Olympia architectural review guidelines. I, with my heirs, assigns, successors, and successors in title, as it relates to the Change or any claims, causes of action, expenses (incl. attorney's fees) ("Claims") made in connection with, because of, or arising from any part of the Change, incl. when the Change or part of it has been approved, (a) assume sole responsibility for (i) repair, maintenance, and replacement of any Change, and (ii) damage to or interference with Village or Olympia Common Areas, including roads, sidewalks, landscaping, & underground facilities, other Lots, and (iii) the Property, and (b) will indemnify, defend, and hold harmless the Village, Olympia, and their respective managers, management companies, officers, directors, committee members, and agents from and against any such Claims. Any approval constitutes (1) neither the Village's or Olympia's waiver of their rights under the Village and Olympia Declarations, any easements or other interest in the Village or Olympia Common Areas, nor (2) any warranty or representation by the Village or Olympia about the Change's structural integrity, suitability for intended purpose, building code conformance, or building official's approval. Review or approval may take 30 days or longer depending on committee/board meeting schedules and investigations the Village or Olympia may undertake (but neither association must do so). Approval, if granted, is intended solely to maintain harmonious visual aesthetics with acceptable improvements within the Village & Olympia. No work may begin until Olympia returns this Request signed and approved, and any required Wellington permits have been issued, and I will instruct my contractors accordingly. I will notify my Village property manager & Olympia (Clubhouse@OlympiaPB.org) in writing upon completion of the Changes.
Owner	<p>I have read the above Checklists, Reminders, and Conditions Precedent and Agreements, and certify all information contained on and submitted with this Request is accurate and agreed to, and all the proper items have been submitted:</p> <p>Applicant Signature: (all Property Owners): _____</p>

Deposit	<i>(If Damage Deposit required per Checklist or ARC):</i> If there is any damage to Olympia in connection with this Request incl. attorney's fees, Olympia, in its sole discretion, will apply any Damage Deposit to damages and (1) refund any excess or (2) individually assess the Applicant and related Dwelling Lot for damages/restoration over the Damage Deposit.		
	Check No.: _____	Amount: \$500.00 or \$_____	Received (date): _____. (by): _____
Village ARC	Received: _____	_____ Approved. I have verified all appropriate items have been submitted per the above checklist. Below are listed any conditions or restrictions. _____ Disapproved. The application is denied in full. The specific rule(s)/covenant(s) relied upon for denial is(are) listed below. _____ Partially Approved. The specific part(s) of the application approved and part(s) denied is(are) listed below together with the specific rule/covenant relied upon for denial(s).	
	Village Name: _____ Signature: _____ Date: _____		
Olympia ARC	Received: _____	_____ Approved. I have verified all appropriate items have been submitted per the above checklist. Below are listed any conditions or restrictions. _____ Disapproved. The application is denied in full. The specific rule(s)/covenant(s) relied upon for denial is(are) listed below. _____ Partially Approved. The specific part(s) of the application approved and part(s) denied is(are) listed below together with the specific rule/covenant relied upon for denial(s).	
	Olympia Signature: _____ Date: _____		



Prepared by and return to:
Wyant-Cortez & Cortez, Chartered
840 US Highway One Suite 345
North Palm Beach, FL 33408-3834
(561)627.0009

OLYMPIA REMOVAL AGREEMENT

WHEREAS _____ (“Owner(s)”) desire(s) to construct or install a _____ (“Improvement”) on part of an easement or easements providing for drainage, access, conservation, or other purpose (“Easement”) in favor of Olympia Master Association, Inc. (“Olympia”), on land owned by Owner(s) described as Lot: _____ Block: _____ Plat Name: OLYMPIA _____ as recorded at Plat Book _____ Page _____, Public Records of Palm Beach County, Florida (“Dwelling Lot”), and the Improvement is intended to benefit the Owner(s) and Dwelling Lot by increasing the its use, enjoyment, function, and/or aesthetics, NOW THEREFORE, in consideration of Olympia approving the Improvement, if otherwise approved, Owner(s) agree(s) and covenant(s):

1. The above recital is true and incorporated here as if fully restated.
2. To remove the Improvement, at no expense to any easement holder, any easement beneficiary, Olympia, or any Village Association (collectively, “Easement Beneficiary(ies)”) nor to any adjoining Dwelling Lot Owner within 30 days’ notice by any Easement Beneficiary’s notice to Owner(s) that the Improvement is not or no longer is consistent with the Easement’s use as determined in the Easement Beneficiary’s sole discretion.
3. That this Removal Agreement must be recorded in the Public Records of Palm Beach County, Florida, and is a covenant running with the land and is binding on the heirs, personal representatives, grantees, assigns, successors in interest, and subsequent mortgagees and lien holders of Owner(s) and the Property.
4. That, with respect to the placement of the Improvement in the Easement, in the event Olympia or other Easement Beneficiary is challenged or a claim for damages is made, Owner(s) shall protect, defend, reimburse, indemnify, and hold Olympia and other Easement Beneficiaries, their agents, managers, community association management companies, employees, directors, officers, committee-persons elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney’s fees and costs, whether at trial or appellate levels or otherwise from said challenge.
5. That if Owner(s) fails to remove the Improvement, Olympia may enforce this Removal Agreement like a violation or breach of the *Declaration of Covenants, Restrictions and Easements for Olympia*, recorded in Off. Rec. Bk. 14541, P. 1085, Pub. Rec. of Palm Beach County, Fla., as amended from time to time, including such provisions for entry upon the Dwelling Lot, Fines, Individual Assessments, attorney’s fees and costs, and equitable relief.

Owner Signature

Owner Signature

Owner Printed Name

Owner Printed Name

State of Florida, County of Palm Beach):

The foregoing Olympia Removal Agreement was acknowledged before me this _____ day of _____, 202____, by _____ by [____] online notarization or [____] physical presence who [____] is personally known to me or [____] provided _____ as identification.

SEAL:

Notary Public, State of Florida
Printed Name: _____