



3900 Woodlake Blvd., Suite 309, Lake Worth, FL 33463
Ph: (561) 641-8554

THE HILLS OF LAKE EDEN HOMEOWNERS ASSOCIATION, INC.

ARCHITECTURAL CONTROL COMMITTEE MODIFICATION APPLICATION

Unit Owner Name(s): _____

Address: _____ Lot No.: _____

Contact Telephone No.: _____ Email Address: _____

Application, documentation, and fees are to be submitted via mail to GRS at the address indicated above.

Modification to be completed by: _____ Homeowner or _____ Licensed Contractor

Describe in detail the changes and/or modifications in which you are seeking approval:

Please complete and sign this form and attach the following information, if applicable.

1. ***A \$25.00 non-refundable application processing fee is payable to GRS Community Management in the form of a money order or cashier's check.***
2. Copy of contractor proposal and sketch of work to be done.
3. Copy of contractor's occupational license.
4. Copy of contractor's liability and automobile insurance certificate naming **'The Hills of Lake Eden Homeowners Association, Inc.** (in c/o GRS Community Management at the above referenced address) as the **Certificate Holder and as Additional Insured** and a copy of Workman's Compensation Insurance Certificate.
5. Copies of all Permit Application(s) and sign off when completed - for all applicable modifications.

Materials you may need to provide to the Association for the approval of the requested changes or modifications.

1. A picture, drawing or advertising materials displaying the items you are requesting for installation.
2. A sample of the type and texture of any building materials that may be used on the unit's exterior.
3. Any other materials or information that may assist in the Association's evaluation of the project.
4. Copy of lot site survey indicating location of changes or modifications.

It is understood that the changes or modifications which you are requesting may not:

1. Cause a nuisance or interference with the peace or privacy of the other people in the community.
2. Be performed by unlicensed contractors or without the required permits from all governmental agencies.
3. Contractors are permitted to work Monday through Friday. Work on Saturday is permitted if no noise is audible beyond the home/property where the work is being performed. Work may NOT commence prior to 8:00 a.m. or after 5:00 p.m. Monday through Saturday. Contractors may not work on Sunday or public holidays.

As a condition precedent to granting approval of any request for a change, alteration, or addition to an existing basic structure that the applicant, the heirs, and assigns thereto, hereby assume sole responsibility for the repair, maintenance, or replacement of any such change, alteration, or addition. It is understood and agreed that the ASSOCIATION, is not required to take any action to repair, replace, or maintain any such approved change, alteration, or addition or any damage resulting therefrom for any reason to the existing original structure, or any other property. THE UNIT OWNER ASSUMES ALL RESPONSIBILITY AND COSTS FOR ANY ADDITION OR CHANGE, AND ITS FUTURE UPKEEP PLUS ANY WORK THAT HAS TO BE DONE ON COMMON GROUNDS THAT IS AN ADDED EXPENSE BECAUSE OF THIS ADDITION OR CHANGE.

Unit Owner(s) Signature: _____

Date: _____

REQUEST FOR MODIFICATION:

_____ Approved

_____ Conditionally Approved

_____ Disapproved

Comments: _____

Authorized Signature: _____

Date: _____

RE: CODES

Please be advised this Request for Modification approval is subject to County Codes, setbacks, and permit conditions required.

If at a later point it is found the homeowner(s) has not complied with these procedures, **the Homeowner(s), will be held responsible** for any and all changes that would be required.

Unit Owner Signature: _____ Date: _____

Unit Owner Signature: _____ Date: _____

WAIVER OF LIABILITY:

The undersigned hereby agrees any, and all liability caused by arising from any acts which may increase the hazard of susceptibility to loss on the described premises shall not be held against the ASSOCIATION, "as their interest may appear", and they shall be held harmless from any liability arising therefrom and indemnify them for all losses, cost, expenses, and attorney's fees in connection with any such addition to their unit.

Unit Owner Signature: _____

Date: _____

Unit Owner Signature: _____

Date: _____

THE HILLS OF LAKE EDEN HOMEOWNERS ASSOCIATION INC.

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Release, Indemnification and Hold Harmless Agreement ("Release") is executed this _____ day of _____, 20____ by the undersigned Owner(s) of Home _____ located in The Hills of Lake Eden Homeowners Association, Inc. (hereinafter referred to as the "Association").

Whereas the Association will permit the undersigned to engage contractors and vendors (including all those working by, through, or under them, the "Personnel") to perform work within the undersigned's Home subject to the terms and conditions set forth hereinafter. The contractor must submit a current certificate of insurance for general liability insurance with limits of at least \$500,000.00 and **THE HILLS OF LAKE EDEN HOMEOWNERS ASSOCIATION INC.**, and an additional named insured; a current certificate of applicable Workers Compensation Insurance will be required; a copy of applicable licenses and required permits.

Therefore, in consideration for being permitted the benefit of allowing the Personnel to perform work within the undersigned's home and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned specifically agree to the following:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The undersigned acknowledge that the Work performed by such Personnel within Their Home shall be at the undersigned's sole risk and the Association shall not have any responsibilities or liability for the Work performed by such Personnel and further acknowledge and agree that the Association has made no representations regarding the Personnel's ability or qualifications to perform the work.
3. The undersigned acknowledges and agrees that the Work performed by such contractor or vendor within their Home shall be at the undersigned sole risk and the Association shall not have any responsibilities or liability for the work performed by such Personnel and further acknowledge and agree that the Association has made no representations regarding the Personnel's ability or qualifications to perform the work.
4. The undersigned (jointly and severally of more than one) hereby release, indemnify and hold harmless the Association and its directors, officers, agents and employees, lessees, guests and invitees and all members of the Associations from and against all claims, damages, losses and expenses including attorney's fees, at both the trial and appellate level, arising out of our resulting from the contractor or vendor's entry to the undersigned's Home and the Work performed by, through or under them. This indemnification shall extend to all claims and damages, including consequential damages, losses, and expenses attributable to bodily injury, death and to damages, theft, or injury to and destruction of real or personal property including loss of use arising out of or resulting from the Work performed by the contractor or vendor and entry into the undersigned's Home.
5. We have read this Release and understand and agree to all its terms. We execute it voluntarily and with full acknowledgement of its significance.

Owner 1: _____ Date: _____

Owner 2: _____ Date: _____