

BEAR ISLAND HOMEOWNERS ASSOCIATION, INC.

ACC FORM D (Pool, Hot Tub, Spa)

Date received by MMI*: _____

Date of approval*: _____ by ACC or Board on appeal

* To be filled in by MMI or the ACC.

Owner(s) of record: _____

Bear Island Address: _____

Mailing address for notices: _____

Contact information: Tel: _____ Fax: _____ E-mail: _____

[Place an "X" in box to indicate preferred method of communicating with you. E-mail is preferred.]

Contractor's name, address and contact information: _____

_____ Tel: _____ Fax: _____ E-mail: _____

The undersigned affirms that he/she has read, understands, accepts and agrees to abide by the provisions and requirements set forth herein and the Governing Documents of Bear Island HOA. Applicant (Owner or Agent on behalf of Owner) must date and sign this Application.

Name of Applicant

Signature

Date Application signed: _____

Fill out, sign entire Form and Attachments and leave in the Green Box on North Side of Gatehouse or mail to Bear Island Homeowners Association, Inc., C/O MMI of the Palm Beaches, 11770 U.S. Highway One, Suite E-501, Palm Beach Gardens, FL 33408. Questions? Call MMI at 561-686-7818.

INSTRUCTIONS:

I. Required Attachments (Application will be automatically rejected without them)

1. Exact copy of contract with Contractor.
2. (a) Exact copy of Contractor's Certificate of Insurance (including Workers' Comp) showing Association as an additional insured and requiring at least 10-day notice to Association of cancellation - OR -
(b) Exact copy of Owner's Certificate of Owner's Homeowners Insurance.
Note: Owner may appeal to the Board rejection under this paragraph and the Board may accept an alternate form of indemnification.
3. Exact copy of appointment as agent (if someone other than Owner is applying on Owner's behalf).
4. Refundable Deposit: \$1,000 check payable to "Bear Island HOA," to cover the cost of Damages (§7 of Part III). Balance of Deposit after cost of Damages are recovered is refundable (Part V).
5. If more than two applications are filed simultaneously, the Deposit shall be capped at \$2,000 for the first two applications plus \$500 for each additional application, provided that no part of Deposit will be returned until all projects are completed satisfactorily.
6. *Applies only to Form D:* Payment of \$800 reimbursement for cost of filling or refilling the empty swimming pool (does not apply to spa or hot tub). Check to be submitted together with Application.

II.

III. Description of Proposed Work

Please check proposed Work:

Swimming pool Hot Tub Spa

Describe the Work for which you seek ACC approval below or attach separate sheet(s) if necessary.

Description should include (a) photos or sketches of the Work with dimensions, color, type of materials to be used.

Note: Please make sure the Work does not encroach on your neighbor's lot or easement without a recordable agreement.

IV. Obligations of Owner and Association

By signing this Application, Owner (or Owner's agent on Owner's behalf) stipulates and agrees that:

1. Applicant's failure (a) to *begin* Work within 90 days after approval by ACC [_____, 20___]*, or on appeal, approval by Board, or [_____, 20___]* (b) to *complete* it within 180 days [_____, 20___]* after approval, may void Application, unless an extension is granted by ACC or the Board *before* beginning or completion dates. Once period for beginning or completing Work has expired, ACC or the Board *may require* Applicant to file new Application with new attachments.

* Date to be filled in by ACC or Board as case may be. Failure to fill in the date of commencement or completion does not affect Owner's obligation to begin or finish Work on actual date.

2. Hours: Except in an emergency (e.g., broken pump), Contractor's vehicles will not be admitted Monday through Saturday before 8:00 A. M., must leave by 6:00 P. M. and will not be admitted on Sunday or holidays.
3. *Note:* Association retains the right to return Application unless and until all unpaid assessments and fines are paid in full.
4. Owner is solely responsible for (a) the sufficiency of the plans and specifications, (b) completing the Work described in the Application strictly in accordance with such plans and specifications, (c) the quality of the Work, (d) obtaining any and all necessary permits and approvals from the City of West Palm Beach, and (e) complying with all applicable governmental codes.
5. Owner shall cause all construction debris, equipment, materials, etc. ("Debris") visible from the street to be removed at the end of each day's work and shall cause all Debris, wherever located, removed promptly upon completion of the Work. Failure to comply may result in fines.
6. Owner is responsible, at Owner's expense, for (a) any and all damages, including losses, expenses, costs, claims, etc., ("Damage") to property of the Association or other Owners or occupants in Bear Island, and (b) any and all claims for personal injury or death to any person in connection with the Work.
7. If Owner fails to pay any and all Damage within thirty (30) days after receiving written notice from the Association, the Association has the right to recover Damage out of the Deposit, if any. If the Deposit is insufficient, the Association has the right to pursue any and all of its rights and remedies under the Declaration, including but not limited to filing a complaint against Owner in the Circuit Court of Palm Beach County, Florida, for its Damages, including the award of reasonable attorneys' fees and expenses

incurred by the Association in connection with its collection efforts.

- 8. (a) Association shall not be liable for any costs or damages incurred by Owner for expenses, damages or injuries incurred by Owner resulting from any mistakes in judgment, negligence or actions or failure to act by Association, and (b) Owner shall not seek to recover any such expenses, damages or injuries Owner might incur in any way for any such reason, including filing suit or otherwise, against Association.
- 9. Owner shall hold and save harmless and indemnify Association from any and all claims and liability for Damage and for personal injury and death in connection with the Work.
- 10. 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 this Application.
- 11. Association is not responsible for, nor is Association approving (a) the structural integrity, engineering feasibility, safety or compliance with building codes or other governmental regulations of the Work described in this Application, or (b) any defects in any plans or specifications for the Work carried out pursuant thereto. Review by the ACC is solely for the purpose of determining if the proposed Work preserves and enhances community values and maintains a harmonious relationship among and between other structures and the natural vegetation and topography.
- 12. All communications to Applicant regarding this Application shall be (a) by the method of communication indicated by Applicant on page 1, or, absent an indication, by regular mail to the mailing address set forth in the Application. All other communications regarding this application may, at the election of the sender, be by (a) USPS prepaid mail, (b) personal delivery (including, for example, UPS or FEDEX), or (c) electronic means (for example, Facsimile or E-mail). Communication by USPS mail shall be deemed to be "received" three (3) business days after stamp is cancelled. Personal delivery is "received" when receipted. Electronic communication is "received" the business day after "sent" date shown on the sender's records.
- 13. "Applicant" and "Owner" refer to singular or plural and to the agents and contractors of Applicant and Owner as required by context.
- 14. (a) "Association" shall mean and include the Association, the Board of Directors, the ACC, the Property Manager and the officers, directors, employees, committee members, volunteers and any other persons acting from time to time on behalf of the Association, the Property Manager, the Board or Directors or the ACC and (b) "Owner" shall mean and include Owner and Contractor and the agents and employees of Owner and Contractor and any other persons acting from time to time on behalf of Owner or Contractor.
- 15. Definitions of terms used but not defined in this Application are from the Declaration or ACC Standards and Procedures.

Note: Items 16 through 18 are required only if prior City approval of the proposed Work is required.

- 16. Exact copy of plans and specifications for the Work submitted to City (City normally requires that submitted plans have Association approval on their face). Failure to provide ACC with such plans and specifications before Work commences voids Approval.

Received: Date _____ * _____ [* To be filled in by ACC/MMI]

- 17. Exact copy of signed City construction permit for the Work. Failure to provide ACC with such permit before Work commences voids Approval.

Received: Date _____ * _____ [* To be filled in by ACC/MMI]

- 18. Exact copy of signed City certificate of occupancy. Failure to provide ACC with such certificate prior to end of completion time limit in item 2 voids Approval.

Received: Date _____ * _____ [* To be filled in by ACC/MMI]

ADDITIONAL COMMENTS OR NOTES:

IV. Action(s) by the ACC and Board

A. APPROVAL

The Application is APPROVED.

The Application is APPROVED UPON THE FOLLOWING CONDITIONS: _____

Need additional space? Use Additional Comments or Notes section above or attach Addendum.
Failure to comply with stated conditions, including new time limits, will cause automatic Disapproval.

Date: _____

Authorized Representative of the ACC

B. DISAPPROVAL

The Application is DISAPPROVED for the following reasons (attach separate sheet(s) if necessary). ACC may suggest modifications that, if satisfactorily completed shall result in approval: _____

To Applicant: You have forty-five (45) days after receipt of this notice of Disapproval within which (a) to agree to suggested modifications or (b) to appeal this decision to the Board, or the ACC decision will become final and nonappealable.

Date: _____

Authorized Representative of the ACC

C. ON APPEAL TO THE BOARD OF DIRECTORS

On appeal to the Board the application is APPROVED or DISAPPROVED or

Returned to ACC with following conditions: _____

Date: _____

Authorized Representative of the Board

V. For Use by Property Manager

The Work has been satisfactorily completed and the funds deposited, if any, less any Damage incurred by Association in restoring the Easement Area, Common Areas or other Owners' lots shall be returned to Owner.

Date: _____

Authorized Representative of MMI

NOTES: _____

END