

BEAR ISLAND HOMEOWNERS ASSOCIATION, INC.

Effective Date: *February 1, 2021*

ACC LVN FORM

Date received by MMI: _____ Date satisfactory Form sent to ACC: _____

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

Owner(s) of record: _____

Bear Island Address: _____

Mailing address for mail 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 will abide by the provisions and requirements set forth in this Application and the Bear Island Governing Documents.

Applicant (Owner or Agent on behalf of Owner) must date and sign this Application.

Print Name of Applicant

Signature of Applicant

Date Application signed: _____

Fill out, sign entire Form and Attachments and either 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 561-686-7818.

INSTRUCTIONS:

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

1. Exact copy of contract with Contractor.
2. Description of lethal viral necrosis (LVN)-treatment protocol Contractor will use (if LVN-protocol is different from Bear Island's Standard LVN Treatment Protocol, please seek Board approval before signing contract). Please see Appendix A to this Form for Board-approved LVN-treatment protocols.
3. Exact copy/copies of Contractor's Palm Beach County, Florida Occupational License(s) and Contractor's license to spray herbicide(s).
4. ☐ 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 -
☐ 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.
5. Exact copy of appointment as agent (if someone other than Owner is applying on Owner's behalf).
6. Refundable Deposit: \$500 check payable to "Bear Island HOA," to cover the cost of Damages (§5 of Part III). Balance of Deposit after cost of Damages are recovered is refundable (§D of Part IV).

7. 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.

II. Description of Proposed Work

Please check: ☐ LAWN - LVN REMEDIATION ☐ OTHER

If other than replacement of grass in your front yard, for example, replacement of turf with ground cover, describe the Landscape Changes (the "Work") in your Front Yard for which you seek ACC approval (on page 2 ☐). Description should include (a) photos or sketches of the Work with dimensions, color, type of materials to be used. Use the blank space below to provide description.

III. Obligations of Owner and Association

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

1. Hours: Except in an emergency (e. g., approaching storm), 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.
2. 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 and (d) complying with all applicable governmental codes.
3. 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.
4. Owner is responsible, at Owner's expense, for (a) any and all damages, including losses, expenses, costs, claims, etc., ("Damage") to property of 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.
5. If Owner fails to pay any and all Damage within thirty (30) days after receiving written notice from Association, Association has the right to recover Damage out of the Deposit, if any. If the Deposit is insufficient, 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 its collection efforts.
6. (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 the Association.
7. 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.
8. 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.
9. 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.

10. “Applicant” and “Owner” refer to singular or plural and to the agents and contractors of Applicant and Owner as required by context.
11. (a) “Association” shall mean and include 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 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
12. Definitions of terms used but not defined in this Application are from the Declaration or ACC Standards and Procedures.

ADDITIONAL COMMENTS OR NOTES:

IV. ACTION(S) BY THE ACC AND BOARD

A. APPROVAL

☐ The Application is APPROVED or

☐ The Application is APPROVED UPON THE *FOLLOWING PROCEDURAL DEFECTS BEING CURED TO SATISFACTION OF PROPERTY MANAGER BEFORE WORK COMMENCES:*

Date: _____

Authorized Representative of the ACC

Date: _____

Authorized Representative of Property Manager

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 non-appealable.

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 for further consideration.

Date: _____

Authorized Representative of the Board

D. FOR INTERNAL USE ONLY

☐ 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 Property Manager

ACC Form LVN – Appendix A

BOARD-APPROVED LVN-TREATMENT PROTOCOLS FOR LVN-INFECTED FRONT YARDS

Standard LVN-Treatment Protocol in the Bear Island Community:

- One-time blanket spray with glyphosate (Cornerstone Plus);
- After a period of 10-14 days: Reapplication of glyphosate – depending on situation, either blanket application or selective application in areas that may be in need of another application;
- Removal of old debris with sod cutter (this will aerate down about three inches of soil);
- Use of potato rakes to complete final grade;
- Replacement of infected Floratam grass with virus-resistant turf grass (*)
- Hand-water sod.

LVN Treatment Protocol - Alternative 1:

- Remove infected sod (with sod cutter);
- Wait 10-14 days;
- Spray with glyphosate;
- Wait 10-14 days to assess whether additional application of glyphosate is needed and reapply if necessary;
- Several days (days per glyphosate label) after second glyphosate treatment: resod with LVN-resistant variety. (*)

LVN Treatment Protocol - Alternative 2:

- Remove infected sod (with sod cutter);
- Wait 10-14 days;
- Spray contact type organic herbicide, several applications will be necessary – recommended are at least 3 applications, one week apart from each other (difficult to determine how many applications are needed: depends on rate, herbicide used, weather);
- Wait two weeks after 'last' herbicide treatment to determine whether treatments were effective and apply additional treatments, if needed;
- After no more herbicide applications are necessary: resod with LVN-resistant variety; (*)
- Good practice is for the homeowner to keep a record of what herbicides are applied, when they were applied and in what areas.

(*) Please see the link for more information on LVN-resistant cultivars of St. Augustine grass, as well as other information pertaining to LVN.

<https://discover.pbcgov.org/coextension/horticulture/PDF/Turf%20Variety%20Alternatives%2011.2020.pdf>

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