

REQUIREMENTS TO BE SUBMITTED WITH THE MODIFICATION FORM

Modification form filled and signed by both Contractor and Owner
Liability Insurance with certificate holder Las Vistas at Doral
Local Business Tax current
Workers Comp o Exemption current
Indemnification Agreement Signed

RECAUDOS QUE DEBEN ACOMPAÑAR LA SOLICITUD PARA ALTERAR/RENOVAR MODIFICAR:

Liability Insurance a nombre de Las Vistas at Doral

Business License al día

Local Business Tax al día

Workers Comp o Exemption al día

Indemnification Agreement Firmado



LAS VISTAS AT DORAL CONDOMINIUM ASSOCIATION, INC.

APPLICATION FOR APPROVAL OF REQUEST FOR MODIFICATION

____ ALTERATION/MODIFICATION DESCRIPTION ATTACHED
____ SKETCH OR DRAWING ATTACHED

The undersigned hereby applies to the Las Vistas at Doral Condominium Association, Inc. ("The Association"), for approval to make those modifications/alterations, specified in the attached drawings and as summarized above. The undersigned represents and covenants that the said modification/alteration or changes will be exactly as set forth herein: and further, the undersigned is aware that if this application is granted, said approval is solely based on the plans and drawings submitted herewith. No amendment or change of any kind is acceptable, without the express written approval of the Association.

APPROVAL FOR THE MODIFICATION IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. No vehicles are allowed off paved surfaces, unless prior written approval is obtained from management.
2. Any damage that may result from the actions of a contractor or sub-contractor, and the subsequent modifications to the building structure, building exterior, landscaping, or irrigation which may result from either the actions of the contractor or from the existence of the modification itself, are the sole financial obligation of the unit owner.
3. In the event damages occur as a result of the alteration, the Association and Management reserve the right to take legal action against the unit owner for any recovery and all the expenses that may be incurred by them as a result of damages resulting from the alteration/modifications including, but not limited to the reimbursement of all legal fees and court costs expended on behalf of the Association, regardless of the findings of the court.
4. Unit owner is responsible for removing all debris from property. Construction debris **may not** be disposed of in Association Waste Receptors.
5. All work must be done by licensed professionals who provide insurance and license information and have listed the association as an additional insured.
6. The Association and the Management Company shall not be responsible for any damage, whatsoever, to structures or other components attached to the exterior of the home. Owner, their successors and assigns, assumes all risk.
7. The Association and the Management Company shall not be responsible for roof repairs and or maintenance where any portion of the alteration is affixed to the

existing building or when the existing roof structure has been altered in any respect.

8. All work must be completed in accordance with the approved plans and site plan attached hereto and made a part hereof.
9. Approval of the requested alteration, modification or change does not constitute approval of any further alteration, modification and the approval of this or any other application does not constitute precedence for any other approval. Further, approval of this application does not release the applicant or the unit owner from all requirements to maintain and repair the building structure as well as the improvements, which may be authorized herewith. Applicant and unit owner are responsible for any damage done by any worker or contractor or subcontractor who has been employed by applicant or dwelling owner to complete the said work.
10. The unit owner is responsible for ensuring that the contractor secures all necessary building permits and the modification meets all zoning requirements, to include building setbacks.
11. Prior to excavation or digging, it will be the unit owners' responsibility to have all underground electrical, cable, sewer and water lines located. The undersigned further agrees that he/she/they shall indemnify and hold harmless the Association, the Management Company, and any and all of their officers, agents and employees from any loss or damage resulting to or from the alteration, modification or changes involved in this application including any loss or damage occasioned by or from any other resident who may object to the approval of this application and to the work to be performed.
12. The indemnification and hold harmless provisions herein shall survive the completion of any work approved and authorized pursuant hereto, and further, shall obligate the undersigned to reimburse the Association and the Management Company for all costs, expenses and attorneys' fees which may be expended with regard to any claim arising out of said alteration, modification or change.

Unit Owner _____

Property Address _____

Telephone _____

Signed by _____

Date _____

To be completed by the Association

The request for _____ Alteration or _____ Modification is:

_____ Approved

_____ Modification does not meet minimum standard for approval.

_____ Not Approved for the following reasons:

_____ Failed to provide current Certificate of Insurance.

_____ Failed to provide license information.

_____ Failed to add the Association to Insurance Policy.

_____ Failed to sign and return Release Agreement.

Other _____

Completed by _____ Date _____

Instructions to Unit Owner and Contractor:

GENERAL RELEASE

1. Contractor Name: _____
(Copy of Driver's License)
2. Name of Company: _____
(Certificate of Insurance for Las Vistas at Doral Condominium Association, Inc.)
3. Name of Property Owner or person requesting job: _____
4. Address where job is to be done: _____
5. Type of Repair: _____
6. Is a City Permit required: _____
(If yes, Copy of Permit is necessary)

By executing this General Release and covenant not to Sue (Hereinafter Release), I, the Contractor named above under Item #1 (hereinafter "**THE CONTRACTOR**") and the company I work for named above under Item # 2 do settle, compromise, and reach accord and satisfaction upon each and every commission, claim, every and all actions, causes of action and liabilities of any kind, whether known or unknown, which might occur as a result of the work ordered by the property owner for the above mentioned property (hereinafter "**THE PROPERTY**") within Las Vistas at Doral Condominium Association, Inc., (Hereinafter "**THE ASSOCIATION**") and/or any of its affiliated or interrelated companies and/or their officers, directors, managers, supervisors, employees, attorneys, agents, and the successors and assigns.

1. **THE CONTRACTOR** assumes all responsibility and liability and unconditionally releases and discharges **THE ASSOCIATION**, its attorneys, managers, affiliates and assigns, from all claims, actions, causes of action, and liabilities which may occur in connection with the work to be done or associated with my visit to **THE PROPERTY** and forever covenants not to sue or bring claim against **THE ASSOCIATION**, its attorneys, manager, affiliates nor to authorize anyone to file suit on his/her behalf with respect to any claims, actions, causes of action, or liabilities of any kind, which is in any way related to **THE PROPERTY**.

1 _____ (Contractor's Initials)

2. **THE CONTRACTOR** represents that he is fully licensed and insured to conduct the type of work stated above and that he has been authorized to do the work by the unit owner and assumes all liability associated with same. Furthermore, **THE CONTRACTOR** has caused a **CERTIFICATE of INSURANCE** to be issued naming **THE ASSOCIATION** as beneficiary.
3. The parties agree that this Release may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this Release, and also agree that this Release shall not be used for any other purpose. In the event of litigation due to breach of this agreement, the prevailing party shall be entitled to reasonable attorneys fees and costs.
4. This Release represents the complete understanding between the parties and no other promises or agreements shall be binding unless signed by these parties.
5. This Release is governed by the laws of the State of Florida.
6. The undersigned has agreed, voluntarily and knowingly, to this General Release of all claims and covenant not to sue and promises to indemnify **THE ASSOCIATION** in the event of any loss associated with his/her visit to **THE PROPERTY**.

Contractor's Signature

2 _____ (Contractor's Initials)

CONTRACTOR INDEMNIFICATION AGREEMENT

Contractor Name		
Address		City, State Zip Code
Telephone	E-mail	License Number

The Contractor shall, to the fullest extent permitted by law and its own cost and expense, defend, indemnify and hold LAS VISTAS AT DORAL CONDOMINIUM ASSOCIATION, INC. whose address is 8140 Geneva Court, Doral, Florida, 33166 (hereinafter referred to as the "Association"), its partners, directors, officers, employees, servants, representatives and agents harmless from and against any and all claims, loss (including attorneys fees, witnesses' fees and all court costs), damages, expense and liability (including statutory liability), resulting from injury and/ or death of any person or damage to or loss of any property arising out of any negligent or wrongful act, error or omission or breach of contract, in connection with the operations of the Contractor or any subcontractor. The foregoing indemnity shall include injury or death of any employee of the Contractor and shall not be limited in any way by an amount or type of damages, compensation or benefits payable under any applicable Workers Compensation, Disability Benefits or other similar employee benefits acts.

The Contractor hereby agrees that any damage to the Common Elements (i.e., hallway floors, walls, doors, elevators, etc.) or to any other units must be repaired immediately. In the event that the Contractor does not repair such damage and the Association repairs such damage, the Association shall be able to pursue the Contractor for such damages, in addition to any remedy the Association may have against the owner of the unit.

The Contractor hereby agrees to name the entity listed below as additional named insured under its/their insurance policies with the required amounts of coverage with respect to work done in the Association and Contractor further agrees that it/they shall not be allowed to perform any work at the Association until it/they have provided the Association with sufficient evidence of the loss/payee endorsement to the Association. Contractor also agrees that its insurance carriers shall waive their rights of subrogation with respect to the entity listed below:

LAS VISTAS AT DORAL CONDOMINIUM ASSOCIATION, INC.

Contractor hereby agrees that it shall be responsible for supplying its own safe and adequate tools and equipment, including ladders, scaffolding, or other similar equipment, and shall provide adequate training for its employees in order to undertake the contemplated work.

Agreed To By (Print Name): _____

Agreed to by (Signature): _____

Title: _____

Contractor Corporate Name: _____

Date: _____

FROM LAS VISTAS AT DORAL GOVERNING DOCS

9. Additions, Alterations or Improvements by Unit Owner.

9.1 Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, the, Association Property, the Unit or any structural addition, alteration or improvement in or to his or her Unit or any Limited Common Element which is visible from any other Unit, the Common Elements and/or the Association Property, without, in each instance, the prior written consent of the Board of Directors of the Association. Without limiting the generality of this Subsection 9.1, **no Unit Owner shall cause or allow improvements or changes to his or her Unit**, or to any Limited Common Elements, Common Elements or any property of the Condominium Association which does or could in any way affect, directly or indirectly, the structural, electrical, plumbing, Life Safety Systems, or mechanical systems, or any landscaping or drainage, of any portion of the Condominium Property, **without first obtaining the written consent of the Board of the Association.** The Board shall have the obligation to answer, in writing, any written request by a Unit Owner for approval of such an addition, alteration or improvement within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The Board may condition the approval in any manner, including, without limitation, retaining approval rights of the contractor, or others, to perform the work, imposing conduct standards on all such workers, establishing permitted work hours, and requiring the Unit Owner to obtain insurance naming the Developer and the Association as additional named insureds. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of Directors, such approval may not be revoked. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his or her heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other Unit Owners harmless from and to indemnify them against any liability or damage to the Condominium and/or Association Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Association. The Association's rights of review and approval of plans and other submissions under this Declaration are intended solely for the benefit of the Association. Neither the Developer, the Association nor any of its officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans hereunder, by the submission of same, and any Owner, by acquiring title to same, agrees not to seek damages from the Developer and/or the Association arising out of the Association's review of any plans hereunder. Without limiting the generality of the foregoing, the Association shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of,

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any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each Owner (including the successors and assigns) agrees to indemnify and hold the Developer and the Association harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of any review of plans by the Association hereunder.

17.4 Alterations. Without limiting the generality of Subsection 9.1 hereof, but subject to Section 11

hereof, **no Unit Owner shall cause or allow improvements or physical or structural changes to any Unit, Limited Common Elements appurtenant thereto, Common Elements or Association Property, including, but not limited to, painting or other decorating of any nature, installing or altering any electrical wiring, or plumbing systems, installing, television antennae, satellite dishes, electronic devices, transmitting and/or receiving equipment, machinery, or air-conditioning units, which in any manner change the appearance of any portion of the Building or exterior of said Unit, without obtaining the prior written consent of the Association (in the manner specified in Subsection 9.1 hereon.** Curtains, blinds, shutters, levelers, or draperies (or linings thereon which face the exterior windows or glass doors of Units shall be white or off-white in color and shall be subject to disapproval by the Association, in which case they shall be removed and replaced by the Unit Owner with items acceptable to the Association.