

PROPERTY IMPROVEMENT CHECK LIST

SUBMIT FOR APPROVAL:

1. COMPLETED PROPERTY IMPROVEMENT FORMS. All deeded owners must sign. Signatures must be witnessed and notarized. (The Association Office can notarize)
2. COPY OF CONTRACT
3. REQUIRED SAMPLES. Floor underlayment, Windows & Sliding Glass Door- Glass sample, Shutters
4. Ten-dollar Fee (\$10.00)
5. SECURITY DEPOSIT CHECK IN THE AMOUNT OF \$300.00 (barring any damage to the property will be shredded on projects completion.)
6. PERMITS - COPY OF ANY/ALL PERMITS REQUIRED.
7. BUSINESS LICENSE OF ANY/ALL CONTRACTORS
8. CERTIFICATE OF INSURANCE FOR ANY/ALL CONTRACTORS LISTING MARINA AT THE BLUFFS, 1550 MARINA ISLE WAY, JUPITER, FL. 33477, AS CERTIFICATE HOLDER.
 - a. GENERAL LIABILITY
 - b. WORKERS COMPENSATION OR EXEMPTION

FLOORING REQUIREMENTS: EXCLUDING UNITS LOCATED ON THE FIRST FLOOR

1. CARPET: INCLUDE A SMALL SAMPLE OF PADDING
ALL OTHER FLOORING: UNDERLAYMENT SYSTEM - MUST PROVIDE A SMALL SAMPLE OF PRODUCT AND A COPY OF THE MANUFACTURERS DATA WORKSHEET SHOWING THE STC/IIC RATING FOR 6" CONCRETE SLAB WITH NO CEILING ASSEMBLY.
2. FLOOR INSPECTION BY MARINA AT THE BLUFFS REQUIRED ONCE 90% OF UNDERLAYMENT SYSTEM IS INSTALLED PRIOR TO FLOORING INSTALLATION.
3. NO CUTTING ON THE CATWALK, BALCONY OR IN THE UNIT. CUTTING IS PERMITTED BY THE TRASHROOM GARAGE DOOR.

WINDOW, SLIDING GLASS DOOR, AND SHUTTER REQUIREMENTS:

1. FRAMES MUST BE BRONZE ALUMINUM
2. GLASS MUST BE BRONZE TINT (Sample required)
3. SHUTTERS MUST MATCH THE COLOR OF BUILDING (IVORY, BEIGE, OFF WHITE) (Sample required)

ADVISORY: OTHER REQUIREMENTS MAY BE NECESSARY DEPENDING ON PROJECT. CHECK WITH THE ASSOCIATION OFFICE. NO PROPERTY IMPROVEMENT PROJECT MAY BEGIN UNTIL ALL REQUIRED PAPERWORK HAS BEEN SUBMITTED AND APPROVAL GIVEN. THE OFFICE WILL CALL WITH THE APPROVAL AND ONLY THEN MAY A PROJECT START. OUR DUMPSTERS MAY NOT BE USED AND ALL DEBRIS MUST BE TAKEN OFF SITE FOR DISPOSAL. CONTRACTORS MUST CLEAN UP AFTER THEMSELVES DAILY.

**MARINA AT THE BLUFFS
CONDOMINIUM ASSOCIATION
1550 MARINA ISLE WAY
JUPITER, FLORIDA 33477
(561)627-6497 OFFICE**

PROPERTY IMPROVEMENT REQUEST FORM

DETAILED DESCRIPTION OF IMPROVEMENT/INSTALATION

OWNER:

ADDRESS:

CONTRACTOR:

LICENSE #

ADDRESS:

ACCEPTED AND APPROVED THIS _____ DAY OF _____ 20____

BY: _____

FOR THE BOARD OF DIRECTORS

PLEASE SUBMIT SECURITY DEPOSIT OF \$300.00 & FEE ALONG WITH CONTRACT AND ANY REQUIRED PERMITS FOR APPLICATION SUBMITTED. THE ASSOCIATION OFFICE MUST BE CONTACTED BEFORE UNDERLAYMENT INSTALLATION IS COMPLETE FOR INSPECTION AND AFTER COMPLETION OF THE PROPERTY IMPROVEMENT(S) TO ASCERTAIN BUILDING CONDITION FOR REFUND OF SECURITY DEPOSIT.

ACKNOWLEDGEMENT /WAIVER, AND ACCEPTANCE BY OWNER(S)

THE BELOW NAMED OWNER(S) hereby acknowledge(s) and agree(s) as follows:

To waive and hold the ASSOCIATION harmless from any liabilities and causes of action which might or shall arise with respect to the interior tile/wood specifications selected by the ASSOCIATION and with respect to the CERTIFICATION OF APPROVAL and this ACKNOWLEDGEMENT/WAIVER AND ACCEPTANCE BY OWNER(S).

To cause the above-mentioned interior tile/wood to be purchased and installed in accordance with both the specifications detailed and installed in accordance with both the specifications data provided by the ASSOCIATION above and owner(s) on or before the date of said APPROVAL.

Floor coverings installed within a unit should not adversely affect the building or any other unit. Therefore, no hard surface floor covering may be installed within a unit unless suitably insulated to prohibit noises from being transmitted to other units. Hard surface floor installations must have a deadening underlay, approved by the Board prior to installation. The unit owner shall be responsible to correct the source of any objectionable noise resulting from the unit's floor covering.

To be and become liable for any and all personal injuries which may be occasioned and/or for any and all damages to any property of any kind at any one or more of the Condominiums at The Marina at the Bluffs by virtue of the installation, operation, maintenance and existence of said interior tile/wood.

That all obligations and liabilities as aforesaid shall be and are binding upon the undersigned(s) assigns, heirs and legal representatives; and that the contents of this ACKNOWLEDGEMENT/WAIVER shall not in any way diminish the affirmations and covenants made herein.

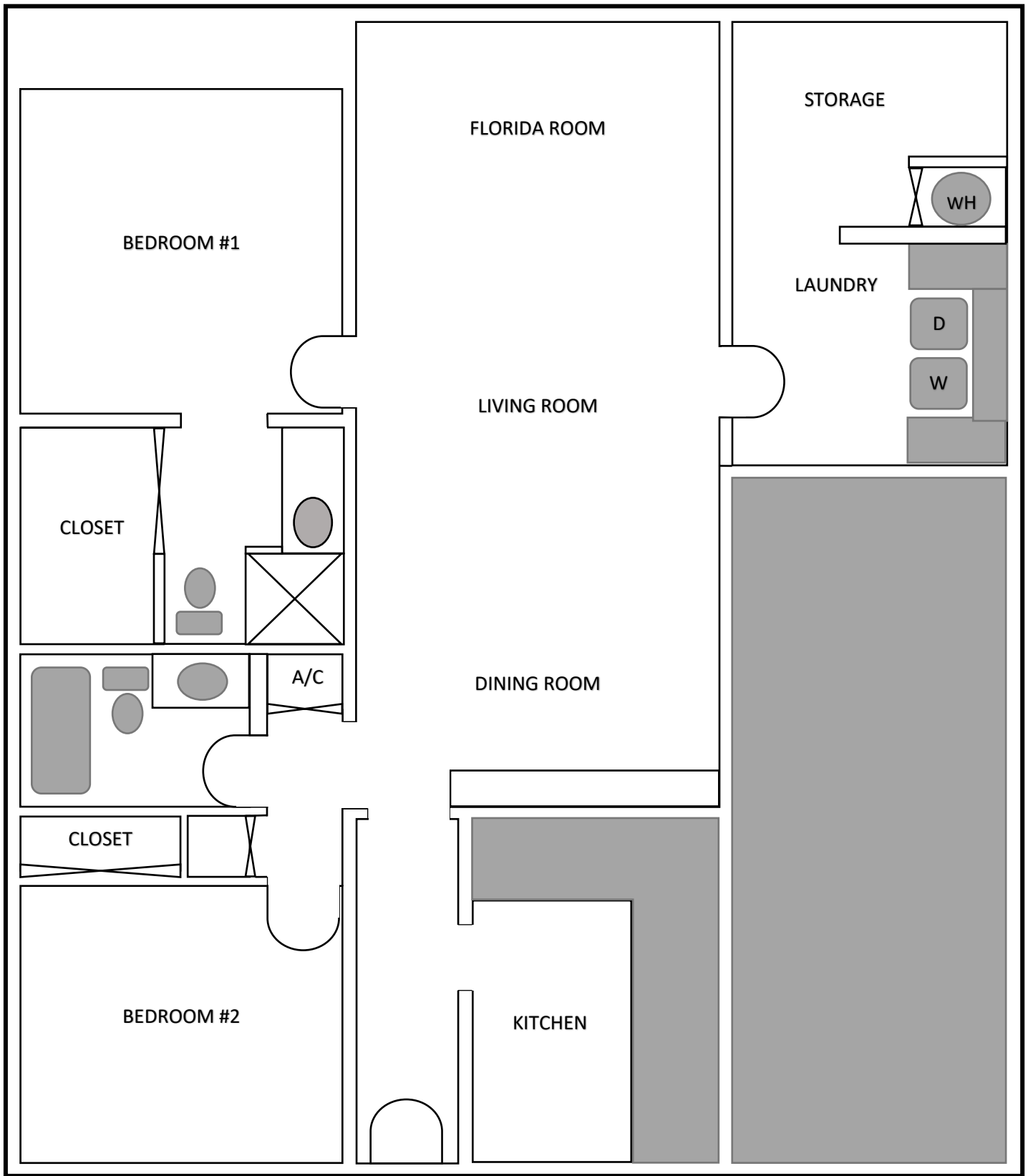
Please instruct your installer(s) that any work requiring power tools is excluded from the catwalks and patios and are to be used downstairs outside the trash room.

Association Office must be contacted at (561) 627-6497 by telephone or in person 24 hours prior to installation.

The Association will consider for approval requests to tile/wood the areas shown. on the next page as shaded (hashed). All installations must be made with an approved sound insulating subflooring. Subflooring will not be required in the toilet area where ceramic tile was originally installed. Subflooring must be glued down (nailing is not permitted).

DATE:

OWNER(S):



DATE OF APPLICATION: _____

BUILDING/UNIT: _____

OWNERS NAME: _____

OWNERS PHONE#: _____

Upon Execution by the Association and the Unit Owners, this Agreement and Covenant to Run with the Land must be recorded in the Public Records of Palm Beach County, Florida, by the Unit Owner. Proof of such recording, must be provided to the Board of Directors prior to commencement of the work which is the subject of this document.

AGREEMENT AND COVENANT TO RUN WITH THE LAND

THIS AGREEMENT AND COVENANT, made and entered into this _____ day of _____, 20____, by and between **THE MARINA AT THE BLUFFS CONDOMINIUM ASSOCIATION, INC.**, hereinafter called "Association", and _____, hereinafter called "Owner", being record titleholder of:

The Condominium Parcel known as Unit _____ of Condominium ____ of the Marina at the Bluffs, a Condominium, according to the Declaration of Condominium ("Declaration") thereof, as originally recorded in Official Records Book _____ at Page _____ of the Public Records of Palm Beach County, Florida (hereinafter the "Unit"); and

WHEREAS, Association is the entity responsible for the operation and administration of the Condominium; and

WHEREAS, Owner has requested permission from Association to alter the Condominium Property by _____ in the unit (hereinafter the "Improvements"), as more fully shown in the plans which are attached hereto as **Exhibit "A"**, attached hereto and made a part hereof; and

WHEREAS, the parties hereto acknowledge that the installation of the Improvements will not constitute a reconfiguration of the Unit nor will the boundaries of the Unit as delineated in the Declaration be deemed altered or modified in any way whatsoever; and

WHEREAS, Association has granted permission, pursuant to the requirements of the Declaration, for the Improvements contingent upon Owner's execution and delivery to Association of this instrument.

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

- 1) The foregoing recitals are true and correct and are incorporated herein by reference.
- 2) Owner agrees to be responsible for all costs and expenses incurred in the installation and construction of the Improvements and all future maintenance, repair and replacement of the Improvements, as well as the restoration of the Condominium Property, if required as outlined herein below. The restoration of the Condominium Property shall be deemed to mean the restoration of the Unit (or other portions of the Condominium Property which may include the Improvements) to its original condition as to the location of interior walls, interior doors, dimensions and physical configuration as same existed prior to the installation of the Improvements. Any questions regarding the requirements for restoration as set forth herein shall be resolved by and at the sole discretion of the Board of Directors at that time. Association has reviewed and approved the plans for construction as set out in **Exhibit "A"** attached hereto and incorporated herein. All costs associated with the preparation of the plans and specifications for the Improvements shall be borne by Owner.
- 3) Owner assumes all responsibility for procuring, buying and/or obtaining all necessary building or zoning permits, variances and adherence to any and all other procedures as outlined for the installation, construction and maintenance of the Improvements by all City, County, State or other governmental entities having jurisdiction, including compliance, if required, with the Florida Building Code.
- 4) Owner agrees to install, construct and maintain the Improvements in a first-class manner. All such work shall be performed only by licensed and insured contractors, sub-contractors, sub-sub-contractors, and materialmen, maintaining worker's compensation insurance in an amount not less than statutorily required and liability insurance of not less than \$1,000,000.00 per occurrence for bodily injury and/or property damage. If Owner fails to install, construct or maintain the Improvements as required herein and in the manner approved by the Association, (i) the Association shall send notice of the default and provide an opportunity to cure the default; (ii) the time frame to cure the default shall last no longer than thirty (30) calendar days; time being of the essence; and (iii) if the thirty-day cure period ends and the default is not cured, the Association may remove the Improvements and restore the Unit (or other areas of the

Condominium Property as may be appropriate) and all costs associated therewith shall be enforceable as provided in Paragraph 6 hereof.

5) Any removal, damage, destruction or modifications to the Improvements necessary in order for the Association to discharge its maintenance and repair obligations hereunder shall be undertaken by and at the expense of Owner upon written notice from the Association and, if Owner fails to undertake such steps after written notice, Association may remove the Improvements and restore the Unit and all costs associated therewith shall be enforceable as provided in Paragraph 6 hereof. The Association shall never be responsible for the cost of replacing the Improvements when they are destroyed due to a casualty.

6) Notwithstanding any requirements imposed by the Association from time to time regarding the Improvements or approvals from the Board or management of the Association, if the Improvements are of the type that may cause noise or vibration to emanate from the Unit after installation (e.g. hard surface flooring) the Unit Owners agree to be solely responsible for remedying any complaints of excessive noise or vibration emanating from their Unit. The foregoing may include but is not limited to removal of the Improvements to correct the noise or vibration problem, by adding additional underlayment or covering the Improvements over with a padded carpet, all of which will be done at the Unit owner's sole cost and expense.

7) All Work undertaken by Owner shall be done so as to minimize inconvenience to other residents. Once the Work commences, same shall proceed expeditiously so as to be completed within _____ (_____) days of commencement. Work may only be conducted on such days and during such hours as the Board of Directors may determine. Owner and his/her/their agents, contractors, sub-contractors, sub-sub-contractors, materialmen, and employees shall comply with all requirements imposed by Association.

8) All construction debris shall be removed from the building in the manner required by the Board of Directors and arrangements shall be made for prompt disposal of such debris separate and apart from the waste disposal receptacles maintained by Association.

9) Owner agrees to indemnify, defend and hold harmless Association and the individual officers, directors, managers, agents, and members of Association from any claims, actions, costs or expenses whatsoever, including but not limited to reasonable attorneys' fees and costs (whether said costs and fees are trial, arbitration, appellate, or bankruptcy), arising out of or because of the construction, installation, maintenance, or removal of the Improvements and/or

this Covenant, including any claim challenging the authority of the Association to permit the installation of the Improvements and, if any such claim is adjudicated by a tribunal with appropriate jurisdiction to conclude that the Improvements were not lawfully permitted, Owner shall be obligated to restore the Unit as provided hereinabove within thirty (30) days after written notice from the Association.

10) Owner agrees that as security for the payment to Association of any costs or expenses owed by Owner to Association pursuant to applicable law and/or this Covenant, Association shall have a lien on Owner's Unit, for said costs or expenses which are to be considered an assessment against Owner's Unit, together with interest at the maximum rate as allowed by Florida law and reasonable attorneys' fees and costs (whether said costs and fees are trial, arbitration, appellate, or bankruptcy) incurred by Association incidental to the collection of costs or expenses owed Owner to Association. The lien rights herein established shall have the same priority as liens for assessments levied by the Board of Directors of the Association and may be foreclosed in the same manner as liens for assessments.

11) Owner agrees to be responsible for any damage to the condominium property or the property of others which is caused as a result of the construction, installation, use, maintenance or removal of the Improvements. If Owner fails to repair or restore such damage upon written demand, Association may do so and assess the costs and expenses incurred against Owner and the Unit, which shall be enforceable as provided in paragraph 6 hereof.

12) The provisions of this Agreement shall constitute covenants running with the land and shall be at all times binding upon the parties hereto and their respective grantees, heirs and assigns, and shall be a condition implied in any conveyance or other instrument affecting title of the aforesaid Unit. This Covenant shall bind and run with the Unit and shall inure to the benefit of and be enforceable by Association and Owner, as well as their respective legal representatives, heirs, beneficiaries, transferees, successors and assigns, for an initial term of twenty (20) years from the date of recordation hereof and shall automatically be extended for successive periods of ten (10) years unless an instrument signed by Association and Owner, or their respective legal representatives, heirs, beneficiaries, transferees, successors or assigns, is recorded in the Public Records agreeing to change or terminate this Agreement or any provision hereof.

13) Owner will be responsible for reasonable attorney's fees and costs incurred by Association in enforcing any provisions of this Agreement or otherwise related to any dispute

related to this Agreement, including, but not limited to fees and costs incurred in any appeals.

14) Upon or prior to the execution of this Covenant, Association may engage professional engineers as well as such other professionals, including engineers, architects, and attorneys, as the Board may deem necessary for the benefit of Association so as to ensure that the Improvements and alterations will not have any adverse effect on the structural, mechanical or electrical components of the condominium building, or have adverse legal implications for the Association. Owner shall timely pay all costs or fees which may be incurred as such costs and fees are billed by such professionals as Association may engage, and Owner shall comply with the recommendations of any engineers or other professionals retained by Association with respect to the Improvements. In no event may the Improvements adversely affect the structural, mechanical or electrical components of the building, or any provision of services or utilities to any portion of the Condominium Property, or negatively impact the Association legally. Owner's obligation hereunder is enforceable in the manner provided in paragraph 6 hereof.

15) The parties hereto agree that nothing in this Covenant shall be construed or interpreted so as to be in conflict with, or to amend or modify the provisions of the Declaration of Condominium, the exhibits thereto and/or the Rules and Regulations of Association.

16) All required paperwork must be submitted to the Association at least thirty (30) days prior to the intended commencement of the Work. Association's rights of review and approval of plans and other submissions under the Declaration of Condominium and pursuant to this Covenant are intended solely for the benefit of Association. Neither Association nor any of its officers, directors, employees, agents, contractors, consultants or attorneys ("Association Parties") shall be liable to any Owner or any other person by reason of mistake in judgement, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans pursuant to this Covenant, by the submission of same, and any Owner by acquiring title to the Unit which is the subject of this Covenant, agrees not to seek damages from Association arising out of Association's review or approval of any plans hereunder. Without limiting the generality of the foregoing, Association shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, 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. Any legal review of the plans for Improvements, if sought, is intended solely for the benefit of the Association and the Association shall not be estopped or otherwise prevented from enforcing the provisions of this Covenant based on whether legal advice was sought, and/or whether or not the approval was based upon such advice (if sought). Further, Owner (including their respective legal representatives, heirs, beneficiaries, transferees, successors and assigns) agrees to indemnify and hold Association Parties harmless from and against any and all costs, claims, damages, expenses or liabilities whatsoever (including without limitation, reasonable attorneys' fees and costs at all trial, arbitration, appellate and bankruptcy levels), arising out of any review or approval of plans by Association or its agents hereunder.

17) No modifications hereto or any termination hereof shall be valid unless in writing signed by the parties hereto.

18) Time shall be of the essence in this Covenant.

19) In no manner shall the Improvements be deemed to change or alter the boundaries of the Unit.

20) The approval issued by Association pursuant to this Covenant, is in no way, to be construed as an acknowledgment or representation on the part of Association or its officers, directors or agents as to the legality of the Improvements or any portion thereof.

21) Should any provision of this Covenant require interpretation by a Court of Arbitrator, it is agreed that the Court or Arbitrator interpreting or construing the same shall not construe this Covenant against one party more strictly by reason of the rule of interpretation that a document (or a provision within a document) is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that legal counsel was consulted by each respective party (or each party was given the opportunity to consult with legal counsel) prior to the execution hereof.

23) This Covenant may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Association have caused this Covenant to be executed and signed the day and year first set forth above.

By executing this Covenant, Owner affirms that he/she has read and fully understands the terms and conditions of this Covenant, has had the opportunity to consult with his/her legal counsel prior to execution of same, acknowledges, and knowingly agrees to the terms and conditions of this Covenant.

The Marina At The Bluffs Condominium Association, Inc.

WITNESS:

Signature of Unit Owner

Printed name of Owner

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or
_____ online notarization, this _____ day of _____, 202__

By _____, who is Personally known to me or have
produced _____, as Identification.

My Commission Expires:

Notary Public Signature

Print or Type Notary Signature

The Marina At The Bluffs Condominium Association, Inc.

WITNESS:

Signature of Unit Owner

Printed name of Owner

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or
_____ online notarization, this _____ day of _____, 202__

By _____, who is Personally known to me or have
produced _____, as Identification.

My Commission Expires:

Notary Public Signature

Print or Type Notary Signature

The Marina At The Bluffs Condominium Association, Inc.

WITNESS:

_____ By: _____
Director

_____ Attest: _____
Director

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 202____
By _____, a Director and _____, a Director, of The Marian AT The Bluffs Condominium Association, Inc. who is Personally known to me or have produced _____, as Identification.

My Commission Expires:

Notary Public Signature

Print or Type Notary Signature

EXHIBIT "A"
(Plans of Improvements)