

HORIZONS

ALTERATION AGREEMENT

Please be advised that building policy requires that no alterations or structural changes be made in your unit prior to receiving written Board approval. In order to receive approval, kindly submit the following to our office. Once a package is complete, then it will be sent to the Board for consideration for approval.

There is to be NO Alteration work scheduled or approved between November 1 through April 30th.

1) Definitions:

Decoration:

Projects limited to minor plaster, painting, wallpaper, blinds/curtains, nonstructural repairs, closet installations, shower doors, minor door or trim work, hardware, minor electrical, minor plumbing, appliance replacement.

Alteration:

Anything not listed above, any work that requires a permit per Lee County, flooring replacement (discretionary), any wall removal or modification, plumbing or electrical modifications, any work impacting common elements (walls, slab, ceilings, exterior), any work that under the sole discretion of management or the Board is deemed to be more than Decoration work. (This Application)

Exceptions:

Emergency repairs or replacements of hot water heaters, water treatment systems, HVAC units and/or their elements, hurricane shutters, and any other emergency work that is determined by management or the Board to be necessary for the health, security or welfare of the building or Association.

2) The following items must be submitted for ALL Applications:

- a) A signed, completed Decoration or Alteration package (as determined by the above definitions)
- b) A summary description, in writing of your proposed work
- c) All Contractor proposals or agreements
- d) General contractor or vendor license copy must be on file.
- e) Current signed general contractor / vendor Indemnification Letter must be on file (Exhibit 1)
- f) All insurance forms for each contractor and any subcontractors as specified in the Alteration Agreement (Sample COI Exhibit 2).
 - i) Contractor Liability & Workmen's Compensation insurances with minimums as stated in the Alteration Agreement
- g) A check made payable to *Horizons at Bonita Bay Condominium Association* in the amount of \$2,500.00 for the security deposit. This will be returned when final signoffs are completed for all project components and any damages, if any, have been adequately addressed.

3) For Alterations only:

- a) Final project flow chart/construction schedule.
- b) Detailed plans/specifications from the architect if applicable (PDF preferred).
- c) All applicable Department of Building permits for planned work prior to any work commencement.
 - i) Final sign-offs are required at the project close
- d) A check made payable to *Horizons at Bonita Bay Condominium Association* in the amount of \$1,500.00 for the Condominium Administration fee. (As described in the attached *Amendments to Rules & Regulations* – Exhibit 3).
- e) A review of this application and at least 2 controlled inspections will be required by management or the building Architect.

4) Design Policies and Prohibitions:

1) Usage:

- a) No "wet areas" over "dry areas" (i.e. no bathrooms over libraries). All baths and kitchens and laundry areas shall have proper and adequate waterproofing membranes installed. Architect shall provide adequate specifications for Board approval.
- b) Same room use over same room use (i.e. bedroom over bedroom).
- c) No noisy use over quiet use (i.e. no fitness rooms over bedrooms).

2) Floors and Ceilings:

- a) No channeling of floor or ceiling slabs unless x-rayed and approved. This should be scheduled at least 1 week in advance.
- b) The architect and unit owner understand that any floor installations shall meet or exceed the Code from a sound transmission and impact noise rating standpoint. All wood floors shall have a caulk or building approved Soundproofing installed underneath (Proflex 90 MSC or better only). Architect to provide specifications for Board Approval.

3) General Construction requisites:

- a) Cement board type product (not moisture resistant "Greenboard") must be used throughout all bathrooms indicating wall removal and replacement.
- b) The installation of a whirlpool, Jacuzzi, any motorized bathtub, or similar devices is permitted strictly at the Unit Owner's risk and with the expressed understanding that if the Condominium, in its sole and unilateral discretion, deems that the installation creates a nuisance, or other adverse effect to another unit owner(s), the Unit Owner hereby agrees to cease using the device by removing the motor.
- c) Walls surrounding a steam shower installations must provide for a vapor barrier.
- d) Contractor must install moisture resistant "Greenboard," (double layer, if necessary, to match existing thickness) whenever replacing wallboard surrounding the chilled/hot supply & return HVAC water lines.

4) Plumbing requisites:

- a) Washing machine hook-up installations must include: (a) Stainless steel braided water supply hoses; (b) an automatic water shut-off valve in the event of hose failure; (c) Check valves to prevent hot & cold water crossover (d) A waterproof pan with a curb and drain under the unit(s).
- b) Steam generators must be located within a waterproof pan with curb and drain.
- c) Whenever installing new shower body, contractor must install two (one hot + one cold) brass check valves.
- d) Any branch lines touched must be replaced back to the riser and a ball valve shut-off must be installed for each branch.

Additional requirements will be determined by the managing agent and/or the Building Architect/Engineer upon review of your package. As per policy, no package can be submitted to the Board of Directors until it is complete.

WORK RULES

- 1) Before beginning new work in any unit, all craftspeople must check-in and review work plans with the building Management.
- 2) Work is allowed only from 8 a.m. to 4:00 p.m. All workers must be out of the building by 4:00 p.m.
- 3) No work is permitted on weekends, federal, state and union holidays or important religious holidays. Check with the Management/Superintendent for specific dates.
- 4) Park only in the designated contractor parking spaces for loading, unloading, and docking purposes. Work vehicles are not permitted into the garage areas.
- 5) All deliveries and trades personnel must go to the south lower garage entrance (located on the left side of the building).
- 6) All trade personnel must sign in at the office and sign out at the end of the day. To receive a key FOB, you must leave your driver's license with the office. Your driver's license will be returned once key FOB is returned
- 7) Use service elevators or stairwells. Place protective coverings over hallways, lobbies, elevator interiors, etc. Place weight-absorbing tiles on pavers or roadways when heavy equipment is being used. You will be liable for any damages.
- 8) All trade personnel must let the office know 24 hours ahead if you need the service elevator padded
- 9) Any cabinetwork that is to be fixed to the walls or is immovable must provide for immediate access to common heating, plumbing electrical and telephone lines. Specific details must be reviewed with the Management.
- 10) Doors cannot be propped open.
- 11) Do not use residential trash chutes, all construction debris must be hauled away daily. No debris or liquids are to be placed in association dumpsters. Do not pour grout, paint, or anything down any drain.
- 12) During heavy construction, the front door should be taped and a sticky mat used at the door. A further requisite of a zip-curtain and hallway protection may be required. This requirement helps prevent dust from entering common foyers and elevators.
- 13) Refuse must be removed in sturdy metal or plastic bins; use of building carts is prohibited. Removal times must be approved by the management. No refuse may be staged or left in halls, basement, parking areas or common areas under any circumstances.
- 14) Management has the authority to order work suspended, in part or entirely, if he has reason to believe that any aspect of work being done is unauthorized or unsafe manner, or if he believes that there is a failure to cooperate with house work rules. The suspension shall continue until all responsible parties can agree to an acceptable solution.

DECORATION AGREEMENT

Date: _____

*Horizons at Bonita Bay Condominium Association
4731 Bonita Bay Blvd
Bonita Springs, Florida 34134*

Pursuant to this Agreement, and the Horizons at Bonita Bay Condominium Association (The Corporation)'s governing Documents and Rules and Regulations:

I/We, _____, the Unit Owner of Unit _____ hereby requests permission to make the Decorations described in the attached submitted specifications (herein collectively referred to as the "Work") in the Unit, which Work shall be completed by _____ (the "Completion Date"), which may be less, but no more than 3 months from the date of Approval, and agrees to the following terms and conditions:

1) Unit Owners Submissions:

- a) A signed, completed Decoration package (as determined by the above definitions – Do not fill out the attached Alteration Agreement portion of provide the submittals therein)
- b) A summary description, in writing of your proposed work
- c) All Contractor proposals or agreements
- d) General contractor or vendor license copy must be on file.
- e) Current signed general contractor / vendor Indemnification Letter must be on file (Exhibit 1)
- f) All insurance forms for each contractor and any subcontractors as specified in the Alteration Agreement (Sample COI Exhibit 2).

2) Indemnification by Owners:

- a) Unit Owner hereby indemnifies and holds harmless the Corporation, the Managing Agent(s), and other Members and residents of the Building against any damages suffered to persons or property as a result of the Work, whether or not cause by negligence and for any and all liabilities arising there from or incurred in connection therewith. Unit Owner shall reimburse the Corporation, the Corporation's Managing Agent, and other Members, Unit Owners and residents of the Building for any losses, cost, fines, fees and expenses (including, without limitation, reasonable attorneys, fees and disbursement) incurred as a result of the Work.

3) Agreement to all rules and regulations:

- a) By virtue of the signatures below, I/we are agreeing that all the provisions and requisites of this Agreement will be fulfilled and that I/we agree to abide by all the rules herein and further agree to assume the responsibility of ensuring compliance from any vendors that I may engage for services. The Board shall have all remedies permitted by law when Unit Owners fail to comply. Such include but shall not be limited to: removal of nonconforming alterations, daily fines to the maximum amount permitted by law; and/or injunctive relief; and/or denying contractors, material suppliers, and other similar persons access to the building or Condominium Property.

ALTERATION AGREEMENT

Date: _____

*Horizons at Bonita Bay Condominium Association
4731 Bonita Bay Blvd
Bonita Springs, Florida 34134*

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1) Unit Owners Submissions:

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- A summary description, in writing of your proposed work
- All Contractor proposals or agreements
- General contractor or vendor license copy must be on file.
- Current signed general contractor / vendor Indemnification Letter must be on file (Exhibit 1)
- All insurance forms for each contractor and any subcontractors as specified in the Alteration Agreement (Sample COI Exhibit 2).
- Final project flow chart/construction schedule.
- Detailed plans/specifications from the architect if applicable (For alterations only/PDF preferred).
- All applicable Department of Building permits for planned work prior to any work commencement.
- Final sign-offs are required at the project close
- A check made payable to *Horizons at Bonita Bay Condominium Association* in the amount of \$1,500.00 for the Condominium Administration fee. (As described in the attached *Amendments to Rules & Regulations* - Exhibit 3).
- A check made payable to *Horizons at Bonita Bay Condominium Association* in the amount of \$2,500.00 for the security deposit. This will be returned when final signoffs are completed for all project components and any damages, if any, have been adequately addressed.
- A review of this application and at least 2 controlled inspections will be required by management or the building Architect.

2) **Note to Owner:** This form of Alteration Agreement is to be used for alterations to the Unit (i.e., removing all or part of a wall, changing the plumbing or electrical lines, or replacing windows, etc.). If you are just doing cosmetic work (i.e., painting, wallpapering, decorating, carpets or other decorating, then utilize the Decoration Agreement as opposed to this Alteration Agreement.

3) **Corporation's review of Work as Proposed.** Owner acknowledges that the Corporation may designate an architect or engineer, who shall, at Owner's expense, (a) review plans and specifications for the Work and (b) from time to time observe the Work to ensure that the

Work conforms to the approved Plans and is otherwise in conformity with the requirements of this Agreement.

- a. Owner shall provide access to the Unit, from time to time, to permit the Corporation's architect, engineer, the Managing Agent, or any other person the Corporation may authorize, to observe and inspect the Work. Owner agrees to make all corrections specified by the Corporation as a result of such inspections provided such corrections are necessary to bring the Work into conformity with the plans and specifications previously approved by the Corporation.
- b. If periodic inspections of the Work are required by the Corporation, the Work shall not proceed without the inspection unless the Corporation's representative fails to inspect the Work within five (5) days after receiving notice of Owner's request. The Corporation's failure to inspect shall not be considered a waiver of the Owner's obligation to comply with this Agreement and the approved Plans. Prior to the commencement of the Work, the Corporation shall notify the Owner as to when inspections will be required.
- c. The Corporation's architect or engineer shall make reasonable efforts to observe the Work within seventy-two (72) hours after receiving Owner's request for an observation visit.

- 4) **Obtain Amended Certificate of Occupancy, If Necessary.** If, under applicable law, the Work requires an amended Certificate of Occupancy, Owner shall indicate on the plans and specifications submitted to the Corporation that an amended Certificate of Occupancy will be sought and file an application describing the Work with the Lee County Buildings Department within thirty (30) days of the Corporation's written approval of such plans and specifications. A copy of any such application shall be simultaneously submitted to the Corporation. If required under applicable law, Owner will file an application for an amended Certificate of Occupancy within thirty (30) days after completion of the Work. Owner shall diligently pursue obtaining any such amended Certificate of Occupancy.
- 5) **Obtain Required Insurance.** To procure from Owners contractor or contractors the insurance policies described on Exhibit "2" attached hereto, which policies shall name the Corporation the Corporation's offices, directors, members, architect or engineer, the Managing Agent, and Owner, as parties insured. Such policies shall provide that they may not be terminated until at least ten (10) days after written notice to the corporation.

All such policies or certificate evidencing the issuance of the same shall be a) with companies that are reasonable acceptable to the Corporation, and b) delivered to the Corporation before the Work commences and in accordance with the remaining provisions of this Agreement.

- 6) **Owner to Give Notice of Actual Commencement of Work.** Prior to commencing the Work, Owner shall give at least five (5) days' written notice to the engineer and to the Managing Agent of the date the Work shall commence and the estimated duration of the Work.

Appropriate notice should also be provided to any surrounding units that may be directly or indirectly affected by the Work.

7) **Work Done at Owner's Risk.** Any damage to the Apartment or other areas of the Building, including, but not limited to the common structure, infrastructure, equipment, elevators, doors and finishes of the Building, cause by or resulting from the Work, shall be covered by the insurance coverage required of Owner, or Owner's contractor(s) or subcontractor(s), as the case may be. However, the existence of such insurance

8) Agreement to all rules and regulations:

By virtue of the signatures below, I/we are agreeing that all the provisions and requisites of this Agreement will be fulfilled and that I/we agree to abide by all the rules herein and further agree to assume the responsibility of ensuring compliance from any vendors that I may engage for services. The Board shall have all remedies permitted by law when Unit Owners fail to comply. Such include but shall not be limited to: removal of nonconforming alterations, daily fines to the maximum amount permitted by law; and/or injunctive relief; and/or denying contractors, material suppliers, and other similar persons access to the building or Condominium Property.

9) Owners Contractor to Cooperate with Building Labor.

All of Owners's contractors and subcontractors shall employ only such laborers as shall not conflict with any of the local regional trade unions employed in the Building or otherwise cause disharmony with any Building service union.

10) **Owner's Responsibility for Consequence of Work.** Owner assumes all risks of damage to the Building and its mechanical or electrical systems, and to persons and property in the Building which may result from or be attributable to the Work being performed hereunder.

Owner assumes all responsibility for the maintenance and repair of any alterations and installations in the Apartment after completion. This responsibility covers all aspects of the Work, weather or not structural, including without limitation, weather tightness of window exterior walls or roofs, waterproofing of every part of the Building directly or indirectly affected by the Work, and maintenance of all heating, plumbing, air-conditioning and other equipment installed or altered pursuant hereto. If the operation of the Building, or any of its equipment, is adversely affected by the Work, Owner shall, when so advised, promptly remove the cause of the problem.

11) **Deadline for Owner's Work and Consequences of Failing to Meet It.** Owner shall use its best efforts to ensure that the proposed Work is completed expeditiously, but in any event all work (except solely decorative projects such as installation of carpeting, painting and wall papering) Shall be completed by the Completion Date and in no event extend beyond November 1st unless explicitly approved by the Board.

12) Upon Owner's written request which request shall be submitted to the Corporation at least ten (10) calendar days prior to the Completion Date), the Completion Date shall be subject to not more than two extensions of thirty (30) calendar days upon the Corporation's written approval, which approval shall not be unreasonably withheld or delayed. Owner shall, before any continuation period begins, provide the Corporation with the written reaffirmation of Owner and Owner's contractors of their continued agreement with all terms and Conditions of this Agreement.

- 13) If the Work shall not have been completed by the Completion Date, as extended the Corporation shall have the right to charge the Owner liquidated damages for the delay by giving the Owner written notice that unless the Work is completed within ten (10) days thereafter (the "Liquidated Damage Date"), the Corporation shall charge the Owner and shall be entitled to apply from the funds provide pursuant to paragraph ___ of this Agreement the following amounts as liquidated damages and not as a penalty to compensate the Corporation for the costs and inconvenience of the continuation of the Work.
- 14) **Work Hours and Noise.** The Work shall not be performed except between the hours of 8:00 a.m. and 4:30 P.m., Monday through Friday. Work shall not be performed on Saturdays, Sundays and Holidays, except with written permission from the Board and/or Management. The Corporation shall be the sole arbiter should there be any doubt as to noise levels which may be disturbing.
- 15) **New Valves to Remain Accessible.** Owner agrees that all water valves will be reasonably accessible. Any plumbing branch lines in the unit that are worked on whatsoever, must have a shutoff valve. If there is not an independent branch line valve existing at the time of work, Owner at its own expense must ensure proper placement of said valve by the licensed plumber. If branch lines are to be moved, then entire branch must be replaced to the stack and new shut off valves are to be installed. Any Owner installing new branch lines must, at the Owners cost, replace the risers and stacks within the apartment space that serve their apartment. Management may elect to replace any additional or other stacks in the apartment at the same time at the buildings cost. No walls are to be closed until these determinations are made and all plumbing is signed off by management.
- 16) **Exterior Walls to Remain Intact.** Owner agrees that exterior masonry wall shall not be penetrated.
- 17) **Use of Public and Common Areas During Work.** Owner will not allow the parking areas, sidewalks, courtyards, stairwells and other public or common areas to be used for the storage of building materials or debris and agrees that the floor of the to be used in connection with the Work will be covered with construction paper during the Work. If the Work mars or damages the walls, stairs, or elevators, or any other common space, the Corporation may repair them at Owner's expense upon the completion of the Work if Owner shall fail to promptly to do so and Owner shall promptly pay all reasonable bills for such repairs.
- 18) **Owner to Maintain Certain Safety Precautions.** Owner agrees that functioning fire extinguishers and smoke alarms will be maintained in the Unit during the work.
- 19) **Fire Exits to Remain Accessible.** Owner agrees that the Work shall not block access to any fire exits in the Building.
- 20) **Owner to control Refuse, Dirt, Dust, etc.** All precautions will be taken by Owner to prevent dirt and dust from permeating other parts of the Building during the progress of the Work. Materials and rubbish will be place in barrels or bags before being taken out of the Unit. All such barrels or bags, rubbish, rubble, discarded equipment, empty packing cartons and other materials will be taken **out of the Building** and removed from the Apartment at Owner's expense. Owner shall not permit any dumpster or garbage container to be left overnight and shall not permit any dumpster or garbage

container to be left for more than three (3) consecutive business days at the sides of the Building. **At no time is a dumpster or garbage container to be left standing through a weekend or holiday.** There is to be no staging of garbage in the public areas, courtyard or basement areas of the building at any time, and all rubbish and debris must be removed and cleaned from the building by 4:00 p.m. daily. Notwithstanding the foregoing, the placement of any dumpsters must comply with all governmental regulations, including without limitation, obtaining, any and all necessary permits.

- 21) **Owner to Reopen Enclosed Areas.** Promptly after the completion of the Work should be enclosed contrary to the provisions of this Agreement, if requested in writing by the architect or engineer, such portion shall be uncovered at Owner's expense for observation. Such enclosure shall be opened and replaced at Owner's expense.
- 22) **Owner to Deliver Certificates.** Promptly after the completion of the Work, Owner shall deliver to the Corporation: (a) an amended Certificate of Occupancy and a certificate of the Board of Fire Underwriters, if either be required, (b) such other proof as the Corporation may reasonably require to establish that the Work has been done in accordance with all applicable laws, ordinances and government regulations, and c) a statement from the architect or engineer who signed Owner's original plans that the Work has been executed in conformance with those plans. As long as the Owner complies with this Agreement and there is no cost or other obligation to the Corporation, the Corporation shall execute the forms required by the government entity having jurisdiction over the Building in order to permit the Work to proceed.
- 23) **Owner to Comply with Laws, etc.** Owner shall not do or permit any act or thing to be done contrary to law, or which will invalidate or be in conflict with any provision of any liability, multi-peril casualty or other insurance policies carried by the Corporation or for Corporation's benefit.
- 24) **Owner to Correct Work Rejected by the Corporation.** Owner shall promptly correct all parts of the Work (whether or not such work is fabricated, installed or completed) rejected by the Corporation because of its failure to conform to the plans and specifications previously approved by the Corporation or with the requirements of this Agreement or the laws, rules order or regulations of any governmental authority having jurisdiction over the Building or which violates any policy of insurance maintained by the Corporation. Owner shall bear all cost of correcting such rejected parts of the Work, including the compensation for additional services of any architect or engineer made necessary thereby.

Irrespective of whether it is common space or not, Owner agrees that the responsibility for maintaining and repairing the Work becomes and remains with Owner and Owner's successor-in-interest in residence in Owner's Unit, including, but not limited to, the cost of removing or reinstalling all or any part of the Work.

If the Work involves changes to the plumbing lines servicing the Unit, Owner agrees that Owner and Owner's successor-in-interest shall be fully responsible for the future repair and maintenance of the plumbing lines servicing Owner's Unit and any equipment installed as part of the Work, including without limitation, any and all costs relating to leakage and/or seepage in Owner's Unit and/or adjacent apartments. In the event that there is a complaint concerning noise, vibration or exhaust heat from any equipment installed by Owner, Owner shall, after notice, make immediate repairs or adjustments to eliminate the cause of the complaint and if this is not possible, to remove any such equipment promptly upon order of the Corporation.

Owner or Owner's successor -in-interest I) shall advise each subsequent purchaser of the Work undertaken by the Owner and the Purchaser's obligations under this Agreement; ii) shall provide copies of the Plans and this Agreement to each Purchaser; and iii) waive any claim or cause of action against the Corporation, the Board of Managers/Directors or the managing agent of the Building, for advising a potential Purchaser of the of the obligations of the owner of the Unit under this Agreement.

- 25) **Liability of Owner and Owner's Successor-in-Interest.** Owner further agrees that Owner and Owner's successor in -interest in residence in the Apartment shall bear any and all costs for any common area plumbing leaks or other conditions which cause damage to adjacent Units or other Units in the Building, if such leakage or damage results from alterations made or equipment installed as part of the Work.
- 26) **Hazardous Material.** Owner shall comply with all federal, state and local laws, rules and regulations pertaining to mold and other hazardous material. In addition, Owner agrees to indemnify the Corporation for any and all loss, cost, expenses, (including without limitation reasonable attorney's fees from failure by Owner or any consultant or contractor retained by Owner to fully conform to all of the foregoing or (ii) incurred by the Corporation in the defense of any suit action, claim or violation in connection with the abatement- Work.
- 27) **Work is of Owner's Sole Design.** Owner recognizes that by granting consent to the Work, the Corporation does not express an opinion as to the design, feasibility or efficiency of the Work.
- 28) **Miscellaneous.** This agreement may not be changed orally. This Agreement shall be binding on legal representative, successors and authorized assigns. Captions are for the purposes of convenience of reference only and are not to be considered in interpreting this Agreement.
- If any part of the Agreement is deemed either nonapplicable or not enforceable by rule or law, it does not contravene or disqualify any other provisions herein which shall remain intact.
- 29) **Owner's Breach and Corporation's Remedies.** OWNER'S FAILURE TO COMPLY WITH ANY OF THE PROVISIONS HEREOF SHALL BE DEEMED A BREACH OF THE PROVISIONS OF THIS AGREEMENT PURSUANT TO WHICH THE CORPORATION'S CONSENT HAS BEEN GRANTED, AND, IN ADDITION TO ALL OTHER RIGHTS, THE CORPORATION MAY ALSO SUSPEND ALL WORK AND PREVENT WORKMEN FROM ENTERING OWNER'S UNIT FOR ANY PURPOSE OTHER THAN TO REMOVE THEIR EQUIPMENT. IN SUCH EVENT, THE CORPORATION MAY ALSO REVOKE PERMISSION FOR OWNER TO UNDERTAKE THE WORK. ANY DEVIATION FROM THE WORK APPROVED IN THIS ALTERATION AGREEMENT SHALL VOID IN ITS ENTIRETY THE PERMISSION GRANTED HEREIN.
- 30) By executing this Alteration Agreement the Corporation is granting permission to the Owner to perform the Work pursuant to the Plans and this Agreements, as amended. This permission can be revoked at any time on written notice to the Owner as a result of Owner's or its agent's violation of the terms of this Agreement. The Corporation also agrees to perform its obligations under this Agreement. This agreement is not fully executed, nor is any project approved unless done so in writing by the Board of Directors and/or Management.
- 31) **Indemnification by Owners:** Unit Owner hereby indemnifies and holds harmless the Corporation, the Managing Agent(s), and other Members and residents of the Building against any damages suffered to persons or property as a result of the Work, whether or not

cause by negligence and for any and all liabilities arising there from or incurred in connection therewith. Unit Owner shall reimburse the Corporation, the Corporation's Managing Agent, and other Members, Unit Owners and residents of the Building for any losses, cost, fines, fees and expenses (including, without limitation, reasonable attorneys, fees and disbursement) incurred as a result of the Work.

32) **Agreement to all rules and regulations:** By virtue of the signatures below, I/we are agreeing that all the provisions and requisites of this Agreement will be fulfilled and that I/we agree to abide by all the rules herein and further agree to assume the responsibility of ensuring compliance from any vendors that I may engage for services.

I also understand and acknowledge receipt of the list of required submittals, design policies and prohibitions and Work Rules, and hereby agree that these are become a part of this Agreement. All this together, this is Read, signed and agreed to by:

Authorized Owners Signature

Printed Name

Date

(Internal Use / Do not fill out)

Manager Notes:

Manager Approval: _____ Date: _____

Board: Approval Disapproval More Info Required

Comments: _____

Board Approval: _____ **Date:** _____

Hold Harmless/Indemnification/Additional Insured Agreement

This Indemnification, Hold Harmless and General Release Agreement (“Agreement”) is made and entered into on this _____ day of _____, 2026 , by and between HORIZONS AT BONITA BAY CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation whose address is 4731 Bonita Bay Boulevard, Bonita Springs, Florida 34134 (the “Association”), and _____, whose address is _____ (the “Contractor”). For purposes of this Agreement, Association and Contractor shall collectively be referred to as the “Parties” or singularly referred to as the “party”.

There

is a contractual agreement between the parties setting forth the scope of services which are incorporated by reference herein and attached hereto as Exhibit “B”

is not a contractual agreement between the parties. Contractor desires to provide the following services to the Association (the “Services):

WITNESSETH:

That for and in consideration of the mutual promises and covenants herein contained, the Contractor and Association agree as follows:

This agreement will follow the same provisions set forth in all other applicable agreements. To the extent such provisions differ or conflict, the provisions of this agreement shall take precedent and supersede and replace all other previous agreements or commitments between the Contractor and Association.

To the fullest extent permitted by law, the Contractor agrees for itself and its parent, subsidiary and affiliated companies and their respective principals, agents, officers, directors, employees, assigns and insurers to indemnify, defend and hold harmless Association, Association’s principals, and affiliated companies and their respective agents, officers, directors, employees and assigns (“Indemnities”) from and against any and all liabilities, claims, losses, damages, penalties, costs or expenses (including but not limited to court costs and reasonable attorney’s fees) for damage to property of whatsoever kind or nature or injury to persons (including, but not limited to death) arising out of, related to, due to or claimed to have arisen out of or been due to design, manufacture, delivery, installation, use, maintenance, repair, or operation of any part of all of the goods, material, and equipment, if any, supplied by Contractor, or the performance of the Contractor, its agents, independent contractors, Subcontractors, vendors, and each of their agents, officers, or employers, or any other of their operation, no matter by whom performed for or on behalf of Contractor.

In the event and to the extent that a claim is made by an employee of Contractor against an Indemnitee hereunder, the intent of this Agreement is that Contractor shall and hereby agrees to indemnify, defend and hold harmless Association, Association’s principals, and affiliated companies and each of their agents, officers, directors, employees and assigns to the same extent as if the claim was made by a non-employee of Contractor. Accordingly, in addition to the above provisions, and in order to render the parties’ intent and this Indemnity agreement fully enforceable, Contractor, in an indemnification claim hereunder, hereby expressly and without reservation waives any defense or immunity it may have under any applicable Worker’s Compensation Laws or any other statute or judicial decision disallowing or limiting such indemnification and consents to a cause of action for indemnity. Said waiver and consent to indemnification is made irrespective of and specifically waiving any defense or immunity under any statute or judicial decision disallowing or limiting such indemnification.

The Contractor shall be responsible for all costs, liens, and penalties caused by its failure to comply with all laws, codes, permit requirements, rules, orders, judgements, ordinances or provisions or any federal, state or local government authority in respect to work performed.

The Contractor shall provide to the Association defense and indemnification and status as an Additional Insured (ISO CG 20 10 & CG 20 26 or equivalent) on General Liability, Automobile Liability, Excess Liability and Worker’s Compensation Insurance which shall be primary and non-contributory to any insurance available to the Association and must not contain any Labor Law or Third-Party Action Over

exclusions. Contractor and its insurer shall waive all rights of subrogation against the Association and any other indemnified party. If Contractor engages a Sub-Contractor, it is the affirmative duty of the Contractor to ensure that any Sub-Contractor complies with the insurance and indemnification requirements of this Agreement.

The Contractor shall, at its own expense, obtain and maintain the insurance set forth in the schedule below for a period of at least (2) year(s) after the acceptance of the work or substantial completion of the project.

| Contractor's Minimum Limits of Liability Schedule | |
|--|---|
| General Liability: | \$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products Completed Operations Aggregate |
| Automobile Liability | \$1,000,000 Combined Single Limit |
| Excess Liability: | \$5,000,000 General Aggregate |

The Contractor shall be responsible and liable for all costs, disbursements and expenses including attorney fees, incurred by the "Association" as a result of the "Association" having to defend or take part in any action or proceeding which arises directly or indirectly from the acts or omissions of the Contractor.

The undersigned represents that he/she has the authority to bind the party indemnifying to this agreement and

In witness of the above, the Contractor and Association have signed this Agreement the date first written below.

Name of Company _____

By: _____

Its: Position of Authority _____

Dated: _____

**HORIZONS AT BONITA BAY
CONDOMINIUM ASSOCIATION, INC.:**

By: _____

Its: _____-President, Board of Directors

Dated: _____

**HORIZONS AT BONITA BAY
CONDOMINIUM ASSOCIATION, INC.:**

By: _____

Its: Anthony Reinglas -Resident Manager

Dated: _____

Exhibit(s) 2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|---|----------------|
| PRODUCER INSURANCE AGENT INFORMATION | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A : INSURANCE CARRIER INFORMATION | NAIC # |
| INSURED CONTRACTOR INFORMATION FOR GENERAL CONTRACTORS ONLY SUBS AND VENDORS USE VENDOR FORM | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY | | | | | | MED EXP (Any one person) \$ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | X | X | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | X | X | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | | | | | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | X | X | | | | AGGREGATE \$ 1,000,000 |
| | DED RETENTION \$ | | | | | | \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | Y/N | | | | E.L. EACH ACCIDENT \$ 100,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | X | | | E.L. DISEASE - EA EMPLOYEE \$ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 100,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

COVERED LOCATION: 4731 Bonita Bay Boulevard, Bonita Springs, Florida 34134

Horizons at Bonita Bay Condominium Association, Inc. ARE LISTED ON THE CAPTIONED POLICIES AS AN ADDITIONAL INSURED (ISO CG 20 38 04 13 OR EQUIVALENT), WHERE APPLICABLE. THE CONTRACTORS INSURANCE WILL BE PRIMARY AND NON-CONTRIBUTORY TO ANY INSURANCE CARRIED BY THE ADDITIONAL INSURED. WAIVER OF SUBROGATION ENDORSEMENT IS INCLUDED ON ALL POLICIES

| | |
|---|---|
| CERTIFICATE HOLDER Horizons at Bonita Bay Condominium Association, Inc. 4731 Bonita Bay Boulevard Bonita Springs, Florida 34134 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|-------------------------------|-------------------------------|
| PRODUCER INSURANCE AGENT INFORMATION | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| INSURED SUBCONTRACTOR or VENDOR INFORMATION Subs and vendors use Vendor form | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: | INSURANCE CARRIER INFORMATION |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY | | | | | | MED EXP (Any one person) \$ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | X | | | | PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | X | X | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | | | | | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | X | X | | | | AGGREGATE \$ 1,000,000 |
| | DED RETENTION S | | | | | | \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | Y/N | | | | E.L. EACH ACCIDENT \$ 100,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | N/A | X | | E.L. DISEASE - EA EMPLOYEE \$ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 100,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

COVERED LOCATION: 4731 Bonita Bay Boulevard, Bonita Springs, Florida 34134

Horizons at Bonita Bay Condominium Association, Inc., its Agents, Members and Directors are named as additional insured including completed operations on a primary and non-contributory basis with waiver of subrogation on the General Liability, Auto Liability, and Excess Liability policies INSURANCE WILL BE PRIMARY AND NON-CONTRIBUTORY TO ANY INSURANCE CARRIED BY THE ADDITIONAL INSURED. WAIVER OF SUBROGATION ENDORSEMENT IS INCLUDED ON ALL POLICIES

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| Horizons at Bonita Bay Condominium Association, Inc. 4731 Bonita Bay Boulevard Bonita Springs, Florida 34134 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |

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**Horizons at Bonita Bay Condominium Association
Amendments to Rules & Regulations**

The following paragraphs are hereby added to the Extensive Remodeling and Heavy Construction Policy:

Unit owners whose application for Extensive Remodeling or Heavy Construction that have been approved shall pay to the Association a \$1500.00 administrative fee to cover (1) Management time to conduct a pre-construction meeting with the Unit Owner and Contractor(s) to review work rules and violation fines, conduct hallway inspection, and inspect for compliance with Association material specifications related to floor noise suppression and other Association Rules and Regulations, and (2) damage and wear and tear to common areas and elevators. \$750.00 of such fee shall be refundable to the Unit Owner if the Extensive Remodeling or Heavy Construction is completed within 90 days from the start of construction.

The Board may require rescheduling of an otherwise approvable or approved projection if it believes the proposed scheduling would result in excessive demand for facilities that would cause undue inconvenience to persons in residence or undue interference with other jobs in progress or previously approved.

Unit Owners are responsible to the Association and other Owners for the conduct on the premises of persons and firms they engage or who are engaged by their lessees or other occupants of their units. This responsibility includes ensuring that all persons engaged to work in their units are aware of and committed to comply with the applicable Association work rules. This responsibility also includes the proper common areas protection of elevator lobby floors, carpeting and walls plus the cost of cleaning up and removing any materials, equipment or trash on a daily basis and the cost of repairing any common area damages and any required cleaning of carpets, tile, elevators, and service garage area during and after the renovation work. The Owner shall ensure that elevators are padded with standard construction materials before being used for construction traffic and operations.

Work Rule Violations: In the event of breach of the agreement to comply with the work rules, the Manager will first discuss the breach with the contractor or other person in charge of the job and will also advise the Unit Owner or occupant of the unit, by issuing a Notice of Rule Violation. In the event of a second breach, the Owner or occupant of the Unit will incur a fine of \$100.00. In the event of a third breach, the Owner or occupant of the Unit will incur a fine of \$200.00 and the renovation job will be shut down. In such event, the contractor and all persons working on the job will be escorted from the Association property and denied future access to the building by the Manager or Association President until further notice.

The amount of the administrative fee and the fines specified in these Rules and Regulations may be changed by the Board from time to time in its sole discretion.

BOARD OF DIRECTORS

Updated 1/1/2025