

REQUEST FOR ARCHITECTURAL REVIEW CAPISTARA HOMEOWNERS ASSOCIATION, INC.

Directions:

1. Fill in requested information
2. Sign form
3. All applications must be MAILED with proper postage (along with
4. Deposits/fees) and postmark to:
5. Soleil Property Management; PO Box 212964 Royal Palm Beach, FL 33421

DATE: _____ ADDRESS: _____

HOMEOWNER NAME(S): _____

E-MAIL ADDRESS: _____

TELEPHONE (HOME): _____ CELL: _____

TYPE OF MODIFICATION BEING REQUESTED (Please describe in detail. Include materials and colors use, as well as size):

BEFORE APPLICATION WILL BE CONSIDERED

1. **\$25 Processing Fee made payable to Soleil Property Management. Check or money order ONLY. No cash will be accepted.**
2. **Survey of your property** showing exactly where your proposed alteration will be located.
3. **Architect's plans and drawings/sketches** must be attached before application will be considered. Pools must have spot elevations. Only black aluminum fences with (5') wide gate(s); (4') to (5') in height allowed.

Copies of Contractors current general liability and workers compensation certificate of insurance noting Capistara as additionally insured (in the certificate holder's box at the bottom left of the insurance form) **MUST** be submitted with the package. 1st Line- CAPISTARA HOA, 2nd line- C/O Soleil Property Management, 3rd line- Homeowner's Name, 4th line- Homeowner's Address.

- 4. Contractors' current Florida license must also be submitted with ARC Package.
- 5. City permits must be submitted to the Association prior to the start of work.

I/We hereby make application to CAPISTARA HOMEOWNERS' ASSOCIATION, INC. for the above-described item to be approved in writing. I/We understand and acknowledge that approve of this request must be granted before work on the modification may commence and that if modification/installation is done without the approval of the Association, the Association may force the removal of the modification/installation and subsequent restoration to original form at my expense.

APPLICANT NAME: _____

APPLICANT SIGNATURE: _____

DATE: _____

To Be Completed by the CAPISTARA ARB Committee

Reviewed By:	Approved	Denied	Comments

REQUEST FOR ARCHITECTURAL REVIEW

CAPISTARA HOMEOWNERS ASSOCIATION, INC.

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Release, Indemnification and Hold Harmless Agreement ("Release") is executed this _____ day of _____, 20__ by the undersigned Owner(s) of Home _____ located in the **CAPISTARA HOMEOWNERS' ASSOCIATION, INC.**, (hereinafter referred to as the "Association")>

Whereas the Association will permit the undersigned to engage contractors and vendors (including all those working by, through, or under them, the "Personnel") to perform work within the undersigned's Home subject to the terms and conditions set forth hereinafter. The contractor must submit a current certificate of insurance for general liability insurance with limits of at least \$500,000.00 and **CAPISTARA HOMEOWNERS' ASSOCIATION, INC.**, and additional named insured; a current certificate of applicable Workers Compensation Insurance will be required; a copy of applicable licenses and required permits.

Therefore, in consideration for being permitted the benefit of allowing the Personnel to perform work within the undersigned's home and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned specifically agree to the following:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The undersigned acknowledge that the Work performed by such Personnel within Their Home shall be at the undersigned's sole risk and the Association shall not have any responsibilities or liability for the Work performed by such Personnel and further acknowledge and agree that the Association has made no representations regarding the Personnel's ability or qualifications to perform the work.
3. The undersigned acknowledges and agrees that the Work performed by such contractor or vendor within their Home shall be at the undersigned sole risk and the Association shall not have any responsibilities or liability for the work performed by such Personnel and further acknowledge and agree that the Association has made no representations regarding the Personnel's ability or qualifications to perform the work.
4. The undersigned (jointly and severally of more than one) hereby release, indemnify and hold harmless the Association and its directors, officers, agents and employees, lessees, guests and invitees and all members of the Associations from and against all claims, damages, losses and expenses including attorney's fees, at both the trial and appellate level, arising out of our resulting from the contractor or vendor's entry to the undersigned's Home and the Work performed by, through or under them. This indemnification shall extend to all claims and damages, including consequential damages, losses, and expenses attributable to bodily injury, death and to damages, theft, or injury to and destruction of real or personal property including loss of use arising out of or resulting from the Work performed by the contractor or vendor and entry into the undersigned's Home.
5. We have read this Release and understand and agree to all its terms. We execute it voluntarily and with full acknowledgement of its significance.

Owner 1: _____ Date: _____

Owner 2: _____ Date: _____