

KOKO ISLE PROJECT REQUEST FORM

**PART
I**

Date: _____ Owner Name: _____ Unit #: _____

Owner _____ Tenant _____ Phone (home): _____ Bus. _____

Brief description of work (Attach additional information if needed): _____

Location of proposed project: Interior _____ Exterior _____ Both _____

Type of work: New _____ Alteration _____ Maintenance _____ Other _____

Best time for Resident Manager or Building Committee Rep to review the proposed project with you: AM _____ PM _____

Weekdays _____ Weekends _____ Other _____

Estimated start date: _____ Estimated Completion date: _____

Are plans and/or drawings being submitted with this request: Yes _____ No _____

Will any of the planned modifications include changes to existing:

- Plumbing: Yes _____ No _____
- Electrical: Yes _____ No _____
- Structural: Yes _____ No _____ (Floors, ceilings, walls)

If any of the above questions are answered "Yes", you may be required to submit permits, plans, and specifications prepared by a registered architect (or professional engineer if permitted by the Board) showing the details of the proposed work, You may also be required to submit the name of the licensed contractor(s) who you intend to employ for the work and such other information as may be required by the Board. Even if you answer "no" to each of the questions above, the Board may require plans and specifications and other information from you before deciding upon your application

Name(s) of owner's representatives/contractors: _____ Contractor's License # _____

I UNDERSTAND AND CERTIFY THAT NO WORK IS TO COMMENCE UNTIL I RECEIVE WRITTEN APPROVAL FROM AN ASSOCIATION REPRESENTATIVE

Owner's Signature _____

(Please complete above section only and return to the Resident Manager for processing.)

(Please see page 2)

PART II Date received by RM _____ Date Initial Visit by Resident Manager _____
Approval Authority as determined from Resident manager's inspection:
Resident Manager _____ Building Committee _____ Board of Directors _____
Source document : (HR _____ By Laws _____ Declarations _____) Pge/Par _____
Date to Building Committee: _____ Comments : _____

PART III To: Owner, Unit # _____ From: Resident Manager Date: _____
Into: Building Committee
Your Project Request :

() Has been referred to the Building Committee for further processing. You will be contracted shortly. **YOU MAY NOT COMMENCE WORK UNTIL YOU RECEIVE WRITTEN AUTHORIZATION.**

PART IV To: Owner, Unit # _____ From : Building Committee Date: _____
Info: Resident Manager

On _____, I met with _____ to review the work outlined in Part I.

Common Elements affected: Yes _____ No _____

Limited Common Elements affected: Yes _____ No _____

Privacy area affected: Yes _____ No _____

Building Permit required: Yes _____ No _____

To be determined : _____

Findings: The Project Request is:

- () approved. You may commence work per Koko Isle guidelines, if any.
- () cannot be processed further. Resubmit Project Request Form together with the following information: _____

- () deferred for Board of Director's approval. See attached Check List.
- () not approved. Project constitutes a "material change" and must be approved by _____ % of the owners.
- () Other. _____

Signature : _____ Position : _____ Date : _____

INDEMNIFICATION AGREEMENT

This agreement is made this _____ day of _____, 20____, by and between the Association of Apartment Owners of Koko Isle Condominium (hereinafter referred to as the "Association") by and through its Board of Directors (hereinafter referred to as the "Board") and _____ (hereinafter referred to as the "Owner") the owner or reputed owner of Apartment _____ of the Koko Isle Condominium project, hereinafter called the "Condominium".

1.1 Owner has requested permission to _____ hereafter called the "Project".

Permission

1.2 The Association hereby grants permission to the owner for aforesaid Project, subject to it being installed and/or constructed in strict accordance with the plans and specifications, and/or other restrictions set forth in Exhibit(s) _____ which by reference hereto becomes a part hereof, and terms as specified below. Noncompliance with any of the conditions stated herein shall immediately cause this permission granted to become null and void. This Agreement shall in no way authorize any other alteration or addition to Apartment # _____ or any other portion of the Condominium.

OWNER'S OBLIGATIONS

- 2.1 In consideration of the approval of this project request, Owner hereby agrees, whether it be Owner's negligence or otherwise, to promptly repair, replace or pay for, to the satisfaction of the Association, acting by and through the Board, or the owner of the apartment as the cause may be, any damage, destruction, injury, or diminution in value to any common elements or limited common elements.
- 2.2 Owner agrees to promptly remove the Project or portions thereof if situated in such a manner as to interfere with or disable the Association and/or Board from properly discharging any duty to maintain, repair, or replace any common or limited common element affected it being understood that the owner shall be entitled to reinstall same upon completion of such work by Association and/or Board unless the Board reasonable determines that such reinstallation would in some manner be detrimental to the interests of the Condominium or its occupants. Should Owner not promptly comply, the provisions for compliance as stated in the Condominium documents will apply.
- 2.3 Owner agrees to maintain and repair the project in good condition subsequent to the completion thereof. Owner acknowledges that he or she may not make any changes thereto without the prior written approval of same by the Board.

INDEMNIFICATION/HOLD HARMLESS

3.1 Owner further agrees to indemnify and hold harmless the Association, the Board, and all officers, directors, agents, and employees of the Association and/or Board and all owners of the apartments at the Condominium from any and all liability, loss, damage, costs or expense, including reasonable attorneys' fees and costs, which may arise as a result of the installation of the Project. Owner specifically and expressly acknowledges that all owners of apartments at the Condominium are intended to be third party beneficiaries of this agreement.

Miscellaneous

DEFAULT

4.1 In the event that Owner fails to comply with any of the terms contained in this Agreement, Owner agrees to pay to the Association all amounts expended by it and/or the Board in the enforcement of this Agreement including attorneys' fees and costs, together with interest at the rate of twelve percent (12%) per annum upon all amounts expended by the Association and/or Board pursuant to this agreement.

EQUITABLE SERVITUDE

4.2 The parties hereby agree that this Agreement may be recorded as an equitable servitude on the Apartment, which shall be binding on the owner(s) successors in interest and assigns, as well as each and every person or entity having as ownership interest in the apartment in the future.

4.3

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATE ABOVE WRITTEN.

ASSOCIATION OF APARTMENT OWNERS OF KOKO ISLE CONDOMINIUM

OWNER(S)

By: _____ its: _____

By: _____ its: _____

Statement of Two Adult Witnesses:

The Owner, _____, Apt. _____, is personally known to me and is, I believe, of sound mind and is signing this Agreement freely without threat or duress.

I am at least 21 years of age and am not related by blood, marriage or adoption to the Owner.

Type/Print Name of Witness

Type/print Name of Witness

Signature of Witness

Signature of Witness

Street Address of Witness

Street Address of Witness

City/State of Witness

City/State of Witness

11/17/98

w.p.



Tips To Help Contractors Enjoy and Work Better on Koko Isle

Please Share this with your Contractor

- All permits must be displayed outside the unit for inspection.
- All work must be within the scope of the approved Koko Isle Project Request Form. See Resident Manager for any questions.
- Noise associated with the maintenance, repair or remodeling of units shall be restricted to the hours of 8:00 a.m. through 5:00 p.m., Monday through Saturday.
- No Construction noise on Sundays or Federal Holidays.
- Work cannot cause any sound or noise or any smell or odor of any kind, at any time, to exist or to continue which unreasonably interferes with the rights, comfort or convenience of any other person, such as loud music or smoking on common areas. No boom boxes.
- No parking on any grass area or Reserved Parking Stalls. Only Contractor work vehicles are allowed to park on Koko Isle. Contractor employees must park off island across the bridge on roadside spaces. Do not park in or block neighbor's carports.
- Construction debris or trash is not allowed to flow onto common areas, sidewalks, or into carports and do not place trash in neighbor's bins.
- No construction work surface or set-up for work on carport or any flat roofs.
- Dumpsters are required to fit under and confined to the units' carport and cannot block neighbor's carport access. Max dumpster capacity limited to 30 yards (8'W x 5'H x 22'L"). No dumping Construction material in bulk pick up area or in Koko Isle dumpsters.
- Contractors shall not engage in any conduct which poses an unreasonable risk of harm to any person or to any property, or which may unreasonably disturb any person's reasonable expectation of peace or quiet enjoyment of Koko Isle.

Kt 9/6/22