

# MAGNOLIA LAKES RESIDENTS' ASSOCIATION, INC.

## ARCHITECTURAL CONTROL BOARD

## APPLICATION FOR MODIFICATIONS

Date: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_ Lot # \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

General Description of Modifications/Alterations:

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### Color Scheme of Home:

Current Stucco Color: \_\_\_\_\_ Paver Color \_\_\_\_\_

Type of Roof : \_\_\_\_\_ Roof Color \_\_\_\_\_

Paint Color: Same as Current \_\_\_\_\_ or Proposed New Color: \_\_\_\_\_

If you are changing the paint color of your house from its original color, you cannot paint it the same color as either neighbor directly beside you,

Please state the colors of your neighbors houses:

Right: \_\_\_\_\_ Left: \_\_\_\_\_

### **ALL EXTERIOR TRIM, DOORS AND GARAGE DOORS MUST BE PAINTED DECORATOR WHITE**

Please attach a copy of the contractor's proposal and any drawings, product specifications or brochures to further illustrate the proposed work. For fences, pools or any exterior addition, please attach a copy of the plat/survey of the parcel with the location of the new items indicated.

The following information regarding the contractor performing the modification or alteration must be provided.

**Contractor:** Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

\*\*\* **A copy of contractor's license and proof of liability insurance certificate must be attached** \*\*\*

I understand that Architectural Control Board approval of the requested changes to my home does not, at any time, waive my responsibility to obtain, or in any way substitute for, a mandatory building permit from the proper governmental entity, nor does it in any way guarantee the quality nor workmanship of the work requested.

Homeowner's Signature \_\_\_\_\_ Date \_\_\_\_\_

Please return this application to the Magnolia Lakes Office: 101 NW Magnolia Lakes Blvd.  
Port St. Lucie, FL 34986

For ACB Use:

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Subject to the following conditions (if any): \_\_\_\_\_

**MAGNOLIA LAKES RESIDENTS' ASSOCIATION, INC.**  
**ARCHITECTURAL CONTROL BOARD**

**WAIVER OF LIABILITY**

Print name \_\_\_\_\_ (hereinafter known as "Owner" of  
\_\_\_\_\_ (Unit/Address), Port Saint Lucie, FL seeks approval for said addition,  
change(s), or alteration to the above mentioned Unit/Lot from the Architectural Control Board of Magnolia Lakes Resident's  
Association, Inc. (hereinafter know as "Association").

Owner shall be responsible for all costs and expenses in the addition, change or alteration of said Unit/Address. All such work shall be complete in good and workman like manner in accordance with all applicable laws, ordinances, rules, regulations and requirements of all governmental bodies or officers having jurisdiction over such work, and before such work is commenced, all required permits and authorizations shall be obtained by owner. Work shall be in conformance with the approval plans.

Owner shall pay all costs, expenses aid damages to repair or replace any portion of the common areas damaged by subcontractors, material men, mechanics or other third parties rendering goods or services to said Unit/Address upon notice of the Association Management and Board of Directors of the Association within forty-five (45) days of substantial completion of the review, In the event that said costs and expenses are not paid within thirty (30) days upon written notice, Association Management on behalf of the Association or the Association shall have the right to levy an assessment against the Unity/ Address for said costs and expenses. The Association shall have all remedies for non-payment of assessments, including but not limited to lien rights, as further contemplated in the Declaration of the Association.

Owner expressly understands the Association's approval(s) or disapproval(s) will be based on any ground(s) including without limitations aesthetic reasons, to maintain and protect the value of property within the Magnolia Lakes community. Owner shall seek architectural and engineering opinions on said plans form respective professionals in the field and shall not request or rely on the Association for these opinions.

Owner shall indemnify and hold Association Management and the Association free and harmless from and against any and all liability caused by or arising from any and all acts, which may increase the susceptibility to loss claim or damage by reason of any injury, accident or damage to the addition, change or alteration of the Unit/ Address, occasioned wholly or in part by any act or omission of Owner, any contractor, or any other third party rendering good or services, In the event that Association Management and/or the Association shall be made a party or parties to any litigation commenced against Owner concerning addition, change or alteration to the Unity/Address, then Owner shall defend, protect and hold the Association Management and/or the Association harmless and pay all attorney's fees, cost and expenses incurred by them in connection with such litigation.

In connection with any dispute, litigation enforcement, or interpretation of the Waiver of Liability both the Association Management and/or the Association shall be entitled to recover reasonable attorney's fees, including appellate and post judgment proceedings, cost and expenses.

The WAIVER OF LIABILITY has been executed on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. The benefits derived by the applicant form the approval of this Architectural Control Board shall be considered sufficient consideration to support Owners obligation(s) in this Waiver of Liability.

**WITNESS SIGNATURES:**

**UNIT OWNER SIGNATURES:**

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