

14750 Three Ponds Trail
Delray Beach, FL 33446

Avalon Trails ACC (Architectural Control Committee) Checklist

1. Check next to type of residence:

- Villa
- Single Family Home

2. Application- Can be submitted online through campbellportal.com or by dropping off the application and below information to clubhouse office. You can also obtain the forms at the clubhouse office.

3. Property Survey

4. Sample(s)/Picture(s)

5. Copy of current Contractor's Business License

6. Contractor's Insurance-Certificate of Liability-to include General Liability, Auto and Workers Comp.

- **Certificate Holder & Additional Insured Certificate of Insurance should be completed as follows:**

**Avalon Trails Homeowners Association Inc.
C/O Campbell Property Management
14750 Three Ponds Trail
Delray Beach, FL 33446**

7. Copy of the contractor's proposal for the work being done. See attached Permit listing from Palm Beach County.

- a) Building Permit or Building Permit Application

8. Landscaping Agreement with a Licensed and insured company

*** If Sprinklers must be moved, resident must pay for cost! The Association's landscaper, CPM, must do the irrigation work. Contact them at 954-973-3333**

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IF YOU ARE DOING ANY WORK INVOLVING THE REMOVAL OF SOD, PLANTS OR ANYTHING ELSE THAT WOULD DISTURB THE IRRIGATION PLEASE FOLLOW THESE STEPS:

- 1. Before submitting your ARC Application for work you want to have done, you must contact CPM (Complete Property Maintenance), to get a document from CPM that they understand what you will need. Their estimate, or a letter from CPM that they are aware that the irrigation work will be done by them and that you, as the homeowner will be responsible for the cost, must be submitted with your application.**
- 2. AFTER you receive the APPROVAL from the ARC Committee, you will need to take the following steps:**
 - a. Step 1: Call your vendor and have them remove the sod from the area as per your APPROVED application.**
 - b. Step 2: Schedule your appointment with CPM for the capping and/or moving of irrigation pipes and/or irrigation heads.**
 - c. Step 3: When work is completed, send the "Owner's Completion Notice Form" to the Avalon Trails office (you can email to AvalonTrailsAdmin@campbellproperty.com) so that the work can be inspected by the ARC Committee for Final Inspection Approval.**
- 3. If your Approval was conditional upon having plantings around the modification, please do not send the Owner's Completion Notice Form until all work is completed, including the planting of the additional landscaping.**
- 4. FOR ADDITIONAL LANDSCAPING OR LANDSCAPING BEDS: You must contact CPM to ensure that the current irrigation will cover the new landscaping areas. The homeowner is responsible for the addition of irrigation heads, if needed. The Association will not be responsible for distressed/dying landscaping if the additional heads are not added, if needed.**



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SCREEN ENCLOSURE SPECIFICATIONS

SINGLE FAMILY HOMES

- White Frame/Charcoal Screen**
- Bronze Frame/Charcoal Screen**
- Front Entrance Enclosure**
- Rear Enclosure**

VILLAS

- Front enclosures must be white with charcoal screen**
- Rear Enclosure**
 - White Frame/Charcoal Screen**
 - Bronze Frame/Charcoal Screen**

AVALON TRAILS HOA-Driveway Widening Addendum

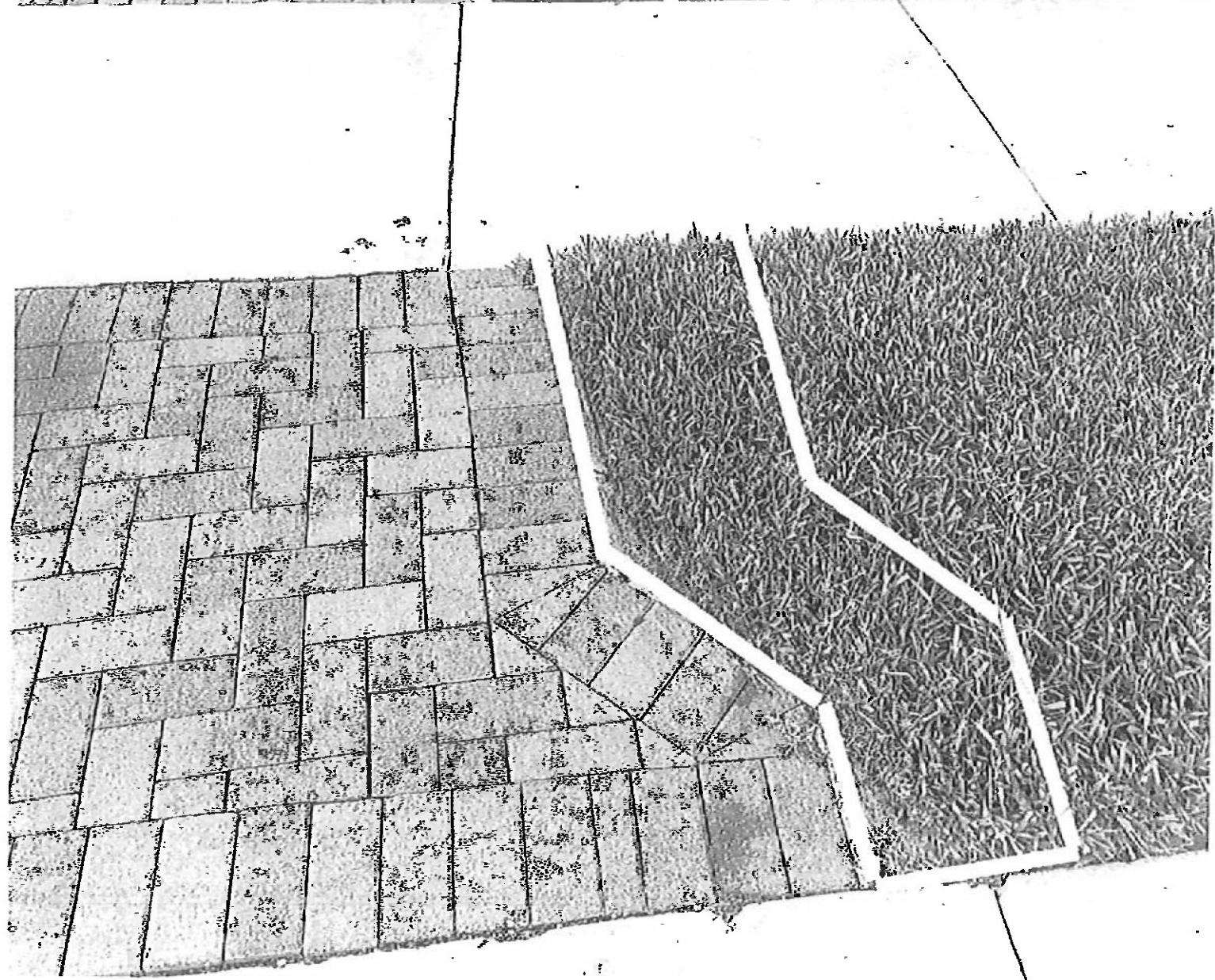
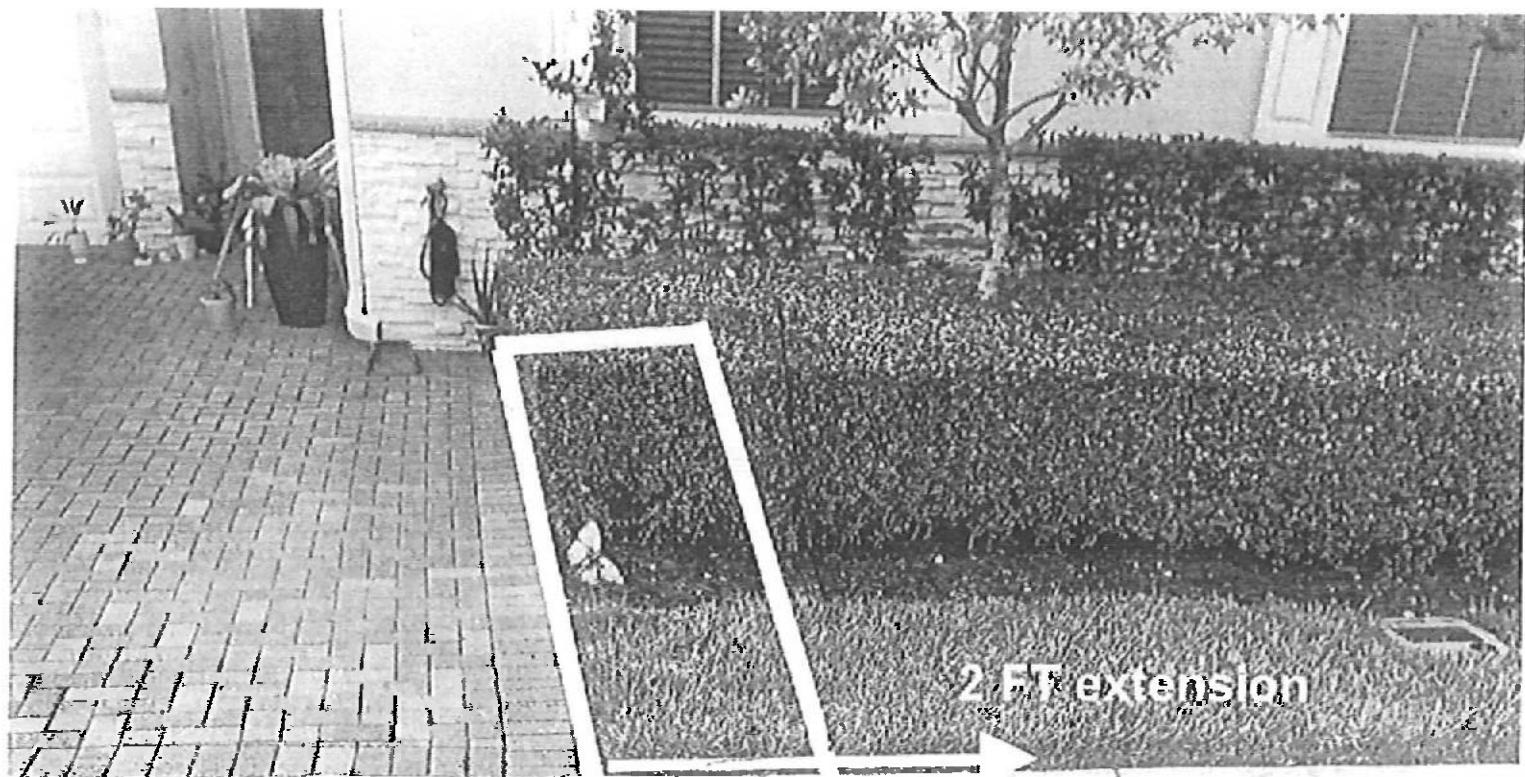
INTRODUCTION

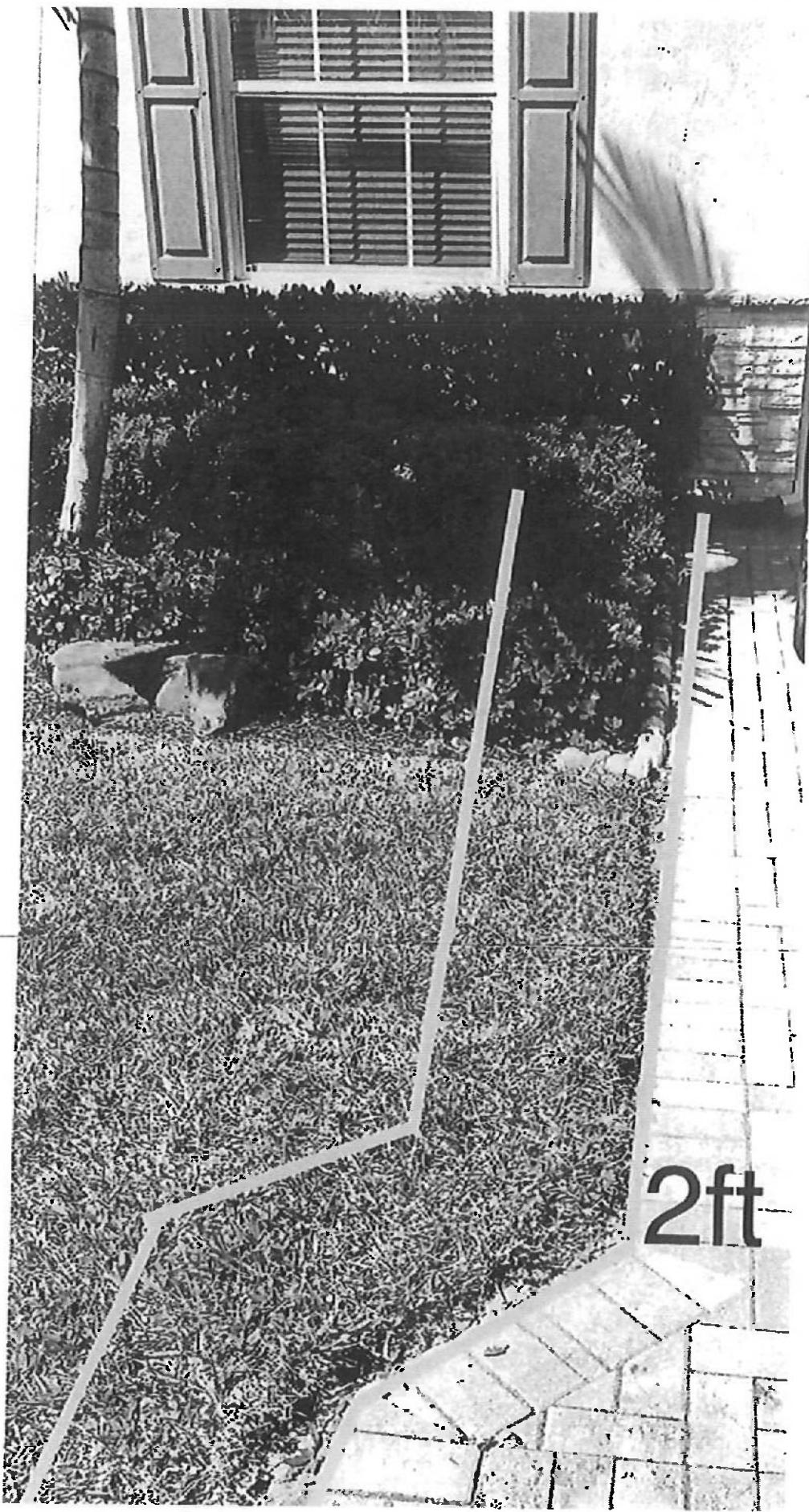
The purpose of this form is to provide supplemental instructions for residents to successfully submit their request to widen the driveway at their home/unit.

1. Complete community ARC forms plus the following:
 - a. The proposal and quote from paver vendor which should include matching the existing style and color of paver, plus information on and underlayment concrete, sand, and any sealing to be done. The proposal should include a statement that describes the widening to be 2' from the existing driveway.
 - b. License and Insurance information from paver contractor, plus an "ACCORD" form naming Avalon Trails as Also Insured on the policy.
 - c. Quote from Landscape Company Rep (Victor) for sprinkler modification work (if needed), or certification from landscape company that sprinkler work is not required for this specific job.
2. Once application is approved by the ARC Committee, RESIDENT MUST Contact Sunshine 811 either by calling 811 or online Sunshine811.com. They will notify the member utility companies so they can come out and mark their lines, pipes or cables near your site. This is a FREE service. **This must be completed before the widening project can begin.**
3. Once the underground utilities have been flagged, and the landscape contractor has modified sprinklers (if needed) the driveway widening can commence.

*****Restorative landscaping work that may be needed at the end of the driveway widening project is the responsibility of the resident.**

4. Upon completion of the project, the ***Owner's Completion Notice Form*** must be completed and returned to the management office. This form is included in the ARC packet. An ARC committee member will then go to the home to verify that the project is complete and the driveway meets the two-foot width limit requirement. Driveways that were widened excess of two feet shall be corrected at owner cost before project completion is accepted.
5. Completion of the project should be no later than 60 days from date of approval letter being received. Projects that go beyond the 60 days may require a reapproval by the ARC committee.







PERMIT APPLICATION TYPES

CLICK ON BLUE TEXT FOR CORRECT SUBMITTAL CHECKLIST

04/27/11

TYPE 1 PERMITS TYPE 1 BUILDING PERMITS 1&2 Unit Residential			TYPE 2 PERMITS (Cont'd) TYPE 2 (B) PERMITS (Non-Res.-Comm. and 3 or More Unit Res.)			TYPE 4 PERMITS (Non-Res.-Comm. & 3 or More Unit Res.) TYPE 4 (A) PERMITS (Site Improvements)		
<ul style="list-style-type: none"> A/C Change-Out Awnings Driveway w/Turn Out – In a County ROW Electric Service Change Pool Barrier Fence/Rail Wall Water Heater Change-Out <p>Non-Residential & All Residential</p> <ul style="list-style-type: none"> UV Electric - <u>Except</u>: Fire Alarm or Security for Detached SFD Electric Temp. Event Mobile (Mfr'd) Home Roofover Reroofing Screen – Alum. Infill Wall Panel Sewer Connection Siding / Stucco on Frame Vinyl/Acrylic Removable Insert Systems Water Service Connection Window and Door Replacements 	<ul style="list-style-type: none"> A/C Change-Out Awnings Demolition Electrical – General Entry Feature (Structure Only) Fence Fire Alarm System Fire Damage/Emergency Repair Fire Suppression / Sprinkler Gas - Lines, Tank, or Tank & Lines Hood-Commercial Cooking Interior Removal (<u>Only</u> when a P.R. is submitted for Alteration) Irrigation Electric Parking/Repaving Pool Deck Shed Site Lighting Storm Shutters Walk-in Cooler – Interior Installation Wall – Site Perimeter/Commercial Window/Wall System/ Sliding Glass Door 	<ul style="list-style-type: none"> Fuel Tank- Install or Remove Play Structures Recreation Court Swimming Pool <p>TYPE 4 (B) PERMITS</p> <ul style="list-style-type: none"> Accessory Structure Addition Sales Facility – Manufactured (Modular) Building <p>TYPE 4 (C) PERMITS</p> <ul style="list-style-type: none"> Renovation Tenant/Interior Improvement <p>Type 4 (D) Permits (Complex Signage)</p> <ul style="list-style-type: none"> Off-Premise Signage (Including Billboards) Point of Purchase Sign Temporary Residential Development Sign <p>TYPE 5 PERMITS</p> <ul style="list-style-type: none"> Designed 1 & 2 Unit Dwelling Master Plan SFD Initial Submittal Townhouse <p>TYPE 6 PERMITS</p> <p>Non-Residential Building (Commercial, etc.)</p> <ul style="list-style-type: none"> Three or More Unit Multi-Family Dwelling <p>TYPE 7 PERMITS</p> <ul style="list-style-type: none"> Violations <p>TYPE 8 PERMITS</p> <p>(Marine Structures)</p> <ul style="list-style-type: none"> Boardwalk Boathouse Boatlift and Other Roofed Structures Dock Dune Walkover Seawall/Bulkhead <p>TYPE 9 PERMITS</p> <ul style="list-style-type: none"> Government Projects <p>TYPE 0 PERMITS</p> <ul style="list-style-type: none"> Agricultural Zoning Reviews Landscape Reviews Municipal Impact Fees Any Other Submittal That Is Not a Building Permit Application 						
<p>TYPE 11 PERMITS</p> <p>TYPE 1 SITE PLAN REVIEW</p> <p>PERMITS</p> <p>1&2 Unit Res.</p> <ul style="list-style-type: none"> Court Surfaces Fence (<u>Except</u> Pool Barriers) Slab – Not for Future Structure <p>Non-Res. & Res.</p> <ul style="list-style-type: none"> Driveway / Parking / Surfacing / Repaving (<u>Not Paving in ROW</u>) Flagpole - Less Than 20' Painted Wall Sign <p>Other</p> <ul style="list-style-type: none"> Residential SFD Accessory Enclosure - Max. 6'x6' Planter – Under 3' in Height <p>TYPE 2 PERMITS</p> <p>TYPE 2(A) PERMITS</p> <p>(1&2 Unit Residential)</p> <ul style="list-style-type: none"> Air Conditioning- New System Canopy Carport – Fabric Demolition Fire Damage/Emergency Repair Gas - Lines, Tank, or Tank & Lines Interior Removed (<u>Only</u> when P.R. is submitted for Alteration) Irrigation Electrical Mobile Home-Accessory Mobile (Mfr'd) Home-Tie Down Mobile (Mfr'd) Home- Sub-Permit Pole Barn Pool Deck Porch Screen Structure Shed Storm Shutters Window Wall System/ Sliding Glass Door 	<p>TYPE 2 (C) PERMITS</p> <p>(Simple Signage)</p> <ul style="list-style-type: none"> Entry Feature Text ONLY Face Change, or <u>Text Only</u> on Entry Feature or Wall Wall Signage <p>TYPE 3 PERMITS</p> <p>(Res. – 1 & 2 Unit Dwelling)</p> <p>TYPE 3 (A) PERMITS</p> <p>(Additions & Alterations to an Existing Residence)</p> <ul style="list-style-type: none"> Addition – 1&2 Unit Dwelling Addition – Mobile (Mfr'd) Home Alteration – Interior or Exterior Enclosing Carport, Garage, or Porch (Infill Walls) <p>TYPE 3 (B) PERMITS</p> <p>(Detached Accessory Buildings)</p> <ul style="list-style-type: none"> Barn Garage/Carport Guest House (No Cooking Facil's) Stable (No Grooms Quarters) Storage Workshop <p>TYPE 3 (C) PERMITS</p> <p>(Special Permit Accessory Buildings)</p> <ul style="list-style-type: none"> Accessory Apartment Grooms Quarters (With or Without Stables) <p>TYPE 3 (D) PERMITS</p> <ul style="list-style-type: none"> Master Program "Child" <p>TYPE 3 (E) PERMITS</p> <ul style="list-style-type: none"> Spa Swimming Pool – Above-Ground Swimming Pool – In-Ground <p>TYPE 3 (F) PERMITS</p> <ul style="list-style-type: none"> Manufactured Residential Building (Modular, NOT Mobile Home) 							



Below are a list of the Original Plant, Bushes and Trees in Avalon Trails from the Developer, which are the approved material homeowners may request to install (& maintain) on their own) through an ARC/ACC request to the ARC/ACC Committee for approval when they meet monthly:

BUSHES & PLANT MATERIAL:

- Clusia
- Firiebush
- Green island ficus
- Trinette
- Green button wood
- Silver button wood
- Serisa
- Red sister Ti plant
- Crinum lily
- Croton
- Variegated pittosporum
- Wax jasmine
- Green Arb
- Mully Grass
- Stopper
- cocoplum
- Lugustrum
- Japanese Blue berry
- Robellini

TREES:

- Alexander Palm
- Oak
- Silver button wood
- Green button wood
- Calophyllum
- Pigeon plum
- Gumbo
- Orange Ginger
- Crape Myrtle
- Pink tabebuia



AVALON TRAILS

APPLICATION FOR ARCHITECTURAL MODIFICATION

Property Owner(s): _____

Address: _____ Villa Single Family Home

Home Phone No: _____

Email: _____

«Please see check list attached for details on all documents required by HOA»

DESCRIBE IN DETAIL THE TYPE OF ALTERATION:

- I/We, hereby make application to the Architectural Review Committee for the above described alteration, addition, or modification to be approved in writing by the Committee.
- I/We, understand that approval of our request must be granted BEFORE I/We begin the improvement or modification. Also, that any addition or modification prior to such approval may need to be removed.
- I/We, understand that ARC approval is based only on the aesthetic features of the approved modification/addition. The ARC assumes no liability with regard to the structural integrity of any requests. The ARC makes no representation as to the expertise regarding structural adequacy of the proposed project's capacity or safety features of the proposed improvement or structure as shown on the submitted plans or on the ultimate construction of the approved modification. The ARC does not assume the responsibility for the performance or quality of work by any contractor. ARC approval does not relieve the homeowner's compliance with any governmental requirements. A building permit issued by our local municipality may be required for property improvements and/or tree removal.

The homeowner will be held responsible for any damages and/or drainage issues arising from said modifications and/or gutters.

Avalon Trails Homeowners Association

WAIVER OF LIABILITY

The UNDERSIGNED hereby agrees that any and all liability caused by or arising from the acts which may increase the hazard of susceptibility to loss on the described premises shall not be held against the Avalon Trails Homeowner's Association or their representatives, and to indemnify them from all losses, costs, expenses and attorney's fees in connection with any such addition to said home/property.

As a condition precedent to granting approval of any request for a change, alteration or addition, to an existing basic structure, that the applicant, the heirs and assigns thereto, hereby assume sole responsibility for the repair, maintenance or replacement of any such alteration or additions. It is, understood and agreed, that the Avalon Trails Homeowner's Association, is NOT required to take any action to repair, replace or maintain any such approval change, alteration or addition, or any damage resulting therefrom for any reason, to the existing original structure, or any other property.

THE HOMEOWNER ASSUMES ALL RESPONSIBILITY AND COST, FOR ANY ADDITION, CHANGE, AND THE FUTURE UPKEEP OF SAID MODIFICATIONS.

I/We understand that upon receipt of the COMPLETED application by the ARC, the committee has UP TO 45 days to review.

I/We understand that this application will be valid for 60 days following notification of approval unless a written request for an extension is submitted for review.

HOMEOWNER: _____ DATE: _____

HOMEOWNER: _____ DATE: _____

Architectural Review Committee Use Only Below This Line

Committee Chairperson Signature: _____

Date _____ / _____ / _____ Approved Disapproved

Board of Director Signature: _____

Date _____ / _____ / _____ Approved Disapproved

Reason for Disapproval: _____

Special Conditions: _____

Please mail or email your request to:

Avalon Trails Homeowners Association

C/O Campbell Property Management

14750 Three Ponds Trail

Delray Beach, FL 33446

Phone: (561) 859-0320

Email: AvalonTrailsadmin@campbellproperty.com

AVALON TRAILS HOMEOWNERS ASSOCIATION
ARCHITECTURAL REVIEW COMMITTEE

OWNER'S COMPLETION NOTICE FORM

Dear Homeowner,

Your architectural Modification Application has been approved. When the alterations are completed, please fill in this "Owner's Completion Form" and return it to:

AVALON TRAILS CLUBHOUSE
14750 THREE PONDS TRAILS
DELRAY BEACH FL 33446

Thank you for your cooperation.

Date _____ Lot #: _____

Owner's Name: _____

Address: _____

Phone #: _____

Describe Alteration Completed:

Date of Completion: _____

Signature of Owner(s): _____

Committee Final Inspection: _____

**AVALON TRAILS HOMEOWNERS ASSOCIATION, INC. (THE "ASSOCIATION")
SPECIAL ADDENDUM TO APPLICATION FOR ARCHITECTURAL MODIFICATION(S)
INVOLVING SOIL PENETRATION AND/OR MODIFICATION OF EXISTING GRADING**

Home Address: _____ (the "Home")
Owner(s) of Home: _____ (collectively, the "Owner")
Owner's Contractor: _____ (the "Contractor")
Contractor's Principal Address: _____
Contractor's Telephone #: _____

This Special Addendum to Application for Architectural Modification(s) Involving Soil Penetration and/or Modification to Existing Grading (this "Addendum") is hereby submitted to the Association in connection with the application to _____ ("Improvements") to which this Addendum is attached. All capitalized terms not defined herein shall have the meaning ascribed to such term in the Community Declaration for Avalon Trails, recorded on June 24, 2019, in Official Records Book 30702, at Page 56, of the Public Records of Palm Beach County, Florida (the "Declaration"). Approval by the Association of any such Improvements is subject to the following limitations:

1. Governmental Requirements. The Improvements must be made, at Owner's sole cost and expense, and in compliance with all applicable laws, rules, ordinances and regulations of all governmental and quasi-governmental authorities (collectively, "Governmental Requirements"), in addition to any and all conditions now or hereafter imposed by Association. Owner and Contractor shall be fully responsible for compliance with any such Governmental Requirements.

2. Declaration of Restrictive Covenant. Avalon Trails is subject to that certain Declaration of Restrictive Covenant, recorded on July 22, 2021, in Official Records Book 32713, at Page 1042 of the Public Records of Palm Beach County, Florida (the "DRC"), a copy of which is attached hereto as Exhibit A. Owner and Contractor acknowledge and agree that the Improvements must be made in full compliance with the DRC. Owner and Contractor further acknowledge that (i) they have carefully read the DRC; (ii) they have sought and received the assistance of legal counsel regarding compliance with the DRC or have knowingly and intentionally made an affirmative decision not to seek such legal advice; (iii) they have conducted such investigation, review and analysis as each of them has deemed necessary to understand the DRC as it relates to the construction/installation of the Improvements; and (iv) they have executed this Addendum on their own free will. Owner and Contractor hereby agree to indemnify Association and be jointly and severally liable for any and all costs incurred by the Association in connection with the construction of the Improvements or performance of any work including, without limitation, costs relating to Owner and/or Contractor's compliance or noncompliance with (or violation of) the DRC. Any such costs may be assessed against the Home as an Individual Assessment.

3. Insurance. In connection with Contractor's installation or work relating to the Improvements, Contractor shall obtain and maintain a policy or policies of insurance coverage with the following minimum requirements: (i) initial limits of not less than \$1,000,000/\$2,000,000 as to personal injury or death, (ii) \$1,000,000/\$2,000,000 with respect to property damage, (iii) initial limit of \$1,000,000 respecting workers compensation, and (iv) initial limits of \$1,000,000 in automobile liability. Contractor shall be obligated to name Association as an additional insured on all such policies and shall provide copies of all certificates evidencing such insurance to the Association prior to the performance of any work.

4. Disclaimers. No review or approval of the Improvements, or any plans or specifications therefor, by the Association or any of its officers, directors, consultants or agents, shall imply or be deemed to constitute an opinion by the Association, or any of its officers, directors, consultants or agents, nor impose upon them any responsibility for the design or construction of the Improvements, including, but not limited to, compliance with the DRC and/or any applicable Governmental Requirements. Any such review or

approval shall not create any liability upon the Association or any of its officers, directors, consultants or agents to Owner or to any occupant or purchaser of the Home. Neither the Association, the Board of Directors, any committee, member, director, officer, agent or employee thereof, the Declarant, Builder, or manager nor any of their respective directors, officers, committees, employees, contractors, agents or affiliates, shall be liable for any injury or damage caused by any defects, unsafe conditions or other matters arising from the construction of the Improvements (be it authorized or unauthorized), notwithstanding any approvals given by any of the aforesaid parties as to the construction thereof.

No approval shall be implied or deemed to have been granted unless and until this Addendum has been countersigned by an authorized officer of the Association, as set forth below.

OWNER(S):

By: _____
Print Name: _____
Title: _____
Date: _____
[SEAL]

By: _____
Print Name: _____
Title: _____
Date: _____
[SEAL]

CONTRACTOR:

By: _____
Print Name: _____
Title: _____
Date: _____
[SEAL]

ASSOCIATION APPROVAL:

**AVALON TRAILS HOMEOWNERS
ASSOCIATION, INC.**

By: _____
Print Name: _____
Title: _____
Date: _____
[SEAL]

LANDSCAPE MODIFICATION AGREEMENT

THIS LANDSCAPE MODIFICATION AGREEMENT (this “Agreement”) is made as of the _____ day of _____, 20____ by and between Avalon Trails Homeowners Association, Inc. (the “Association”), _____ (the “Owner”), and _____ (the “Vendor”). Association, Owner, and Vendor shall hereafter each be referred to as a “Party” or collectively as the “Parties.”

RECITALS:

- A. Association is the entity responsible for governing the residential community known as Avalon Trails, (the “Community”), located in Palm Beach County, Florida, pursuant to its authority under that certain Community Declaration for Avalon Trails, recorded in Official Records 30702, at Page 56 of the Public Records of Palm Beach County, Florida, as supplemented and/or amended from time to time (the “Declaration”).
- B. Owner is the record owner of the property situated at _____ (the “Property”), which is located within the Community.
- C. Vendor is a licensed and insured contractor engaged in the business of installing and maintaining landscaping, whose license is depicted on Exhibit A attached hereto and made a part hereof.
- D. Owner desires to modify the landscaping of the Property in accordance with the application for architectural modification(s) (the “ACC Application”) attached hereto as Exhibit B, which application has been submitted to and approved by the Association’s Architectural Control Committee.
- E. The Parties acknowledge and agree that the Community is subject to that certain Declaration of Restrictive Covenant (the “DRC”), recorded in Official Records Book 32713, at Page 1042 of the Public Records of Palm Beach County, Florida, a copy of which is attached hereto as Exhibit C, and which provides, in relevant part, that landscaping and landscaping maintenance on any portion of the Community shall be conducted only by landscapers contracted by Association
- F. Vendor desires to be engaged by Association to construct landscaping modifications on the Property in accordance with the plans and specifications included in the ACC Application (collectively, the “Work”).
- G. Association is amenable to engaging Vendor to perform the Work, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by reference.
2. DRC. Vendor hereby acknowledges that Vendor has read and fully understands the terms and conditions of the DRC, and affirms that Vendor is qualified and capable of performing the Work in compliance with the DRC.
3. Performance. The Work shall include, without limitation, the furnishing and performance of all labor and materials by Vendor, which is within the general scope of this Agreement and which is further described in the ACC Application. The Work performed by Vendor at the Property shall be performed and furnished to the satisfaction of Owner. Vendor shall use its best skill and attention in performing its obligations under the Agreement. No payment made to Vendor shall be an acceptance of any Work performed by Vendor not in accordance with the Agreement or be deemed evidence of proper performance of such Work, either in whole or in part.
4. Quality and Warranty. Vendor specifically warrants to Association and Owner that the Work will conform to the requirements under the Agreement and all applicable laws, ordinances and regulations. Association, its directors or officers, or any person acting on behalf of any of them, shall not be responsible for any defects in any materials installed, or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant hereto.
5. Qualifications. Vendor represents that it is a properly qualified and licensed company in good standing with the State of Florida and organized and existing under the laws of the State of Florida. Prior to the execution of the Agreement, Vendor shall provide Association with copies of its current licenses. Vendor warrants and represents to Association and Owner that, with respect to all Work performed that require certain licenses under Florida law, such licenses will be acquired and maintained at all times during

the performance of the Work. Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures for the Work under the Agreement. Vendor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit or illegal person or anyone not skilled in the task assigned to him or her.

6. **Compliance.** During its performance of the Work, Vendor shall provide all notices and comply with all applicable laws, ordinances, rules, regulations, building codes and orders of any federal, state, municipal or public authority, and all interpretations thereof, including but not limited to, O.S.H.A., bearing on the safety of persons and property and their protection from damage, injury or loss, all sanitary laws, EPA safety and environmental regulations, and noise ordinances. Vendor shall comply with all requirements of the governing documents of the Community including, without limitation, the Declaration and the DRC.

7. **Contract Sum.** In exchange for Vendor organizing, coordinating, administering, supervising, directing, constructing and completing all portions of the Work, Association shall pay Vendor the stipulated sum of _____ (the "**Contract Sum**"), fifty percent (50%) of which shall be paid by Association to Vendor within seven (7) business days following the full execution of this Agreement by the Parties, and fifty percent (50%) of which shall be paid by Association to Vendor within seven (7) business days following final completion of the Work. Vendor assumes all risks and responsibilities for performing all Work for the Contract Sum, and Association shall not be liable for any cost increases associated with labor and material that arise during the course of the Work. Notwithstanding the foregoing or anything to the contrary herein, Owner agrees that simultaneous with execution of this Agreement by the Parties, Owner shall pay to Association the entire amount of the Contract Sum. In the event that the Contract Sum is not funded to Association by Owner within forty-eight (48) hours of the full execution of this Agreement by the Parties, the Parties acknowledge and agree that the Agreement shall be null and void.

8. **Maintenance of Work.** To the extent the construction of the Work or any portion thereof results in an increase in maintenance costs to the Association, any and all such costs, including, without limitation, costs relating to repair and/or replacement of the Work, shall be chargeable to Owner as an Individual Assessment (as defined in the Declaration).

9. **Indemnification by Vendor.** Vendor shall defend, indemnify and hold Association harmless from and against all liabilities, damages, losses or expenses (including reasonable attorneys' fees incurred in litigation or otherwise) incurred, suffered or paid as a result of any and all claims, demands, suits, actions, cause of action, proceedings, and/or judgments assessed, incurred or sustained by or against Association, which may result from bodily injury, death, environmental damage or property damage incurred or suffered by Association with respect to or arising out of any errors, omissions, and/or negligent or wrongful acts of Vendor, its agents and any third party employed by Vendor in the performance of the Work, including, without limitation, liabilities, damages, losses, and/or expenses relating to Vendor's compliance or noncompliance with the DRC.

10. **Indemnification by Owner.** Owner shall defend, indemnify and hold Association harmless from and against all liabilities, damages, losses or expenses (including reasonable attorneys' fees incurred in litigation or otherwise) incurred, suffered or paid as a result of any and all claims, demands, suits, actions, cause of action, proceedings, and/or judgments assessed, incurred or sustained by or against Association, which may result from bodily injury, death, environmental damage or property damage incurred or suffered by Association with respect to or arising out of the Agreement and/or any actions and/or inactions of Owner and/or Owner's agents.

11. **Damage or Loss.** Association shall not be liable or responsible for loss or damage to equipment, tools, facilities, or other personal property owned, rented, or used by Vendor, or anyone employed by or through Vendor, in the performance of its obligations under the Agreement; and Vendor shall maintain such insurance and take such protective action as Vendor deems desirable with respect to such property. Association shall not be liable or responsible for any loss or damage to the Property and/or Community caused by Vendor or its agents. Vendor shall be responsible for the correction or restoration of any such loss or damage to the Property and/or the Community, and upon request by Association, shall be required to return the Property and/or the Community to its previous condition. Vendor shall promptly remedy all damage or loss to any property caused in whole or in part by Vendor or anyone directly or indirectly employed by Vendor, or by anyone for whose acts any of them is liable. Vendor shall be responsible to Association and Owner for the acts and omissions of Vendor's employees and its respective agents, and other persons performing any of the Work under a contract with Vendor, including with regard to damages to any persons or property.

12. **Liens or Encumbrances.** To the extent not expressly permitted by law, Vendor shall not suffer or permit any lien or other encumbrance to be filed or to remain of record as a claim against the Community, or any portion thereof; nor shall Vendor suffer or permit any such lien or encumbrance to be so filed because of any claim or demand against, or any action or non-action of Vendor or any of its subcontractors or suppliers. Vendor shall defend, indemnify and hold Association harmless from any lien or claim of lien

filed or maintained by any laborer, material man, subcontractor, or other person or entity directly or indirectly acting for, through, or under Vendor, against the Community or any part thereof or any interest therein or against any monies due or to become due from Association. Without limiting the foregoing, Vendor shall cause any such lien or claim of lien to be satisfied, removed, or discharged, by bond, payment, or otherwise within ten (10) days from the date of receipt by Vendor of written notice from Association to remove the lien or other encumbrance, provided that Vendor has been paid the balance of the debt secured by such lien. In such event, the failure of Vendor after ten (10) days written demand by Association to satisfy, discharge and/or bond any lien filed by a subcontractor or supplier of the Vendor, shall constitute a material breach of the Agreement.

13. **Insurance.** In connection with the performance of Work, Vendor, shall obtain and maintain a policy or policies of insurance coverage with the following minimum requirements: (i) initial limits of not less than \$1,000,000/\$2,000,000 as to personal injury or death, (ii) \$1,000,000/\$2,000,000 with respect to property damage, (iii) initial limit of \$1,000,000 respecting workers compensation, and (iv) initial limits of \$1,000,000 in automobile liability. Vendor shall be obligated to name Association as an additional insured on all such policies and shall provide copies of all certificates evidencing such insurance to the Association prior to the performance of the Work.

14. Termination. The Association shall have the right to terminate the Agreement without cause upon two (2) days written notice to Vendor. In the event of any such termination, Vendor shall be entitled to payment for any Work performed up to the date upon which the termination notice is received. Otherwise, there shall be no penalties or other amounts due to Vendor from Association. Upon receipt of a termination notice from the Association, Vendor shall work diligently to clean all work areas and return the same to their pre-existing condition.

15. **Notices.** All notices required or permitted hereunder shall be in writing and shall be served on the Parties at their respective addresses as set forth below. Any such notices shall be sent by U.S. certified mail, return receipt requested or by nationally recognized overnight courier service (such as FedEx), and notices shall be deemed delivered upon actual receipt or refusal of delivery. The below addresses may be changed by written notice to the other Party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice:

To Association: **Avalon Trails Homeowners Association, Inc.**
8895 N. Military Trail, Suite 101-B
Palm Beach Gardens, Florida 33410
Attn: President

With a copy to: Association Law Group, P.L.
1101 Brickell Avenue, Suite N1101
Miami, Florida 33131
Attn: Partner

To Owner:

To Vendor:

Attn:

16. **Independent Contractor.** Vendor is and shall be deemed an independent contractor, and not an employee or agent of Association or Owner.

17. Assignability. This Agreement may not be assigned by the Parties.

18. **Non-Waiver.** It is understood and agreed that no failure or delay by the Parties in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise of any right, power or privilege hereunder.

19. **Third-Party Beneficiaries.** Nothing contained herein shall be deemed to create third-party beneficiary rights in persons or entities not parties hereto, except as specifically set forth herein.

Additional text and signatures appear on the following page

20. **Dispute Resolution and Attorney's Fees.** Any dispute between the Parties may be litigated under the laws of the State of Florida. Venue shall be in Palm Beach County, Florida for all disputes arising out of this Agreement. In the event it becomes necessary to enforce this Agreement by institution of suit, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable costs, attorneys' fees, and paraprofessional fees at all levels including, without limitation, appellate proceedings and proceedings required for the determination of fees.

21. **Severability.** In the event any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be undisturbed and remain in full force and effect.

22. **Captions.** All paragraph titles or captions included herein are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

23. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties. No representations, except as herein expressly set forth, have been made by any Party to the other, and this Agreement cannot be amended or modified except by a writing, signed by the Parties, which writing specifically states that it is an amendment or modification hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first-above written.

ASSOCIATION:

AVALON TRAILS HOMEOWNERS
ASSOCIATION, INC., a Florida not-for-profit
corporation

By: _____
Name: _____
Title: _____
Date: _____ [SEAL]

VENDOR:

By: _____
Name: _____
Title: _____
Date: _____ [SEAL]

OWNER:

By: _____
Name: _____
Title: _____
Date: _____ [SEAL]