

THE MOORINGS ASSOCIATION REQUEST FOR APPROVAL OF SLIP MODIFICATION

Slip# _____

Modification Intended (circle one):

Sea Wall Ladder Installation

Finger Pier Ladder Installation

Electric

Jet Ski Lift

Jet Ski Platform

Boat Lift

Fee _____

Paid by: Check _____

Cash _____

Credit Card _____

Removal and/or raising of ladders at the end of the season and reinstallation is the slip occupant's responsibility. All ladders must be removed by October 31st.

If the Moorings has to remove or raise the ladder, a \$30.00 service fee will be charged.

Please explain in detail and provide specifications for the modifications:

Slip Owner's Signature _____

Name _____

Date _____

Board/Manager Comments:

Approved:

Board Member or Manager Signature _____

Date Approved _____

Denied:

Board Member or Manager Signature _____

Date Denied _____

1. Co-owner shall be permitted to construct the Modification at Co-owner's sole expense.
2. Co-owner shall require and confirm that every contractor hired to construct the Modification is licensed and insured.
3. The Association may inspect the Modification during and after construction and if there are any deviations from the approved Modification, the Association, at its sole option, may require that such deviations be corrected at Co-owner's sole expense.
4. Any damage caused to the Common Elements incidental to the Modification shall be promptly repaired by Co-owner at Co-owner's sole expense.
5. Co-owner shall maintain the Modification to the same standard as the remainder of the Common Elements of the Condominium.
6. In the event the Co-owner fails to so maintain the Modification, or otherwise breaches the terms of this Agreement, the Association, in its discretion, and upon five (5) days written notice, may provide the required maintenance or restore the modified Common Elements to their original condition and all costs of the Association in so doing, including attorney's fees, shall be assessed to the Co-owner.
7. Should the Modification restrict required access to any facilities, the Association may remove the Modification and the Association will have no responsibility for repairing, replacing, or reinstalling any materials that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any kind arising out of actions taken to gain necessary access.
8. Co-owner shall indemnify and hold harmless the Association, its directors, officers, agents, and members, from all manner of claims, losses, causes of action, liability, damages and costs, including, without limitation, Court costs and actual attorney fees arising out of any act or omission of Co-owner, his or her contractors, tenants, agents or employees related to the Modification.
9. The terms of this Agreement shall be binding upon the parties hereto, their respective successors and assigns and same shall be deemed to run with the Condominium Unit. If Co-owner sells his Unit, Co-owner must either remove the Modification or must assign his rights and obligations under this Agreement to the purchaser of the Unit.

The Co-owner must remove and dispose of the Modification at the Co-owners expense when requested to do so by the Association. The Association's request can be for any reason and or without reason.