

**APPLICATION FOR APPROVAL OF REQUEST FOR MODIFICATION  
On Top of the World Condominium Association, Inc.**

\_\_\_\_\_ ALTERATION/MODIFICATION TO DWELLING or \_\_\_\_\_ LANDSCAPING MODIFICATION

\_\_\_\_\_ SKETCH OR DRAWING ATTACHED

The undersigned hereby applies to the On Top of the World Condominium Association, Inc. (“the Association”), for approval to make those modifications/alterations or landscaping changes, specified in the attached drawings and as summarized above. The undersigned represents and covenants that the said modification/alteration or landscaping changes will be exactly as set forth herein: and further, the undersigned is aware that if this application is granted, said approval is solely based on the plans and drawings submitted herewith. No amendment nor change of any kind is acceptable, without the express written approval of the Association.

**APPROVAL FOR THE MODIFICATION IS SUBJECT TO THE FOLLOWING CONDITIONS:**

1. No vehicles are allowed off paved surfaces, unless prior written approval is obtained from management.
2. Any damage that may result from the actions of a contractor or sub-contractor, and the subsequent modifications to the building structure, building exterior, landscaping, or irrigation which may result from either the actions of the contractor or from the existence of the modification itself, are the sole financial obligation of the dwelling owner
3. In the event damages occur as a result of the alteration, the Association and Parkway Maintenance & Management, LLC. (“the Management Company”) reserve the right to take legal action against the dwelling owner for any recovery and all the expenses that may be incurred by them as a result of damages resulting from the alteration/modifications including, but not limited to the reimbursement of all legal fees and court costs expended on behalf of the Association, regardless of the findings of the court.
4. Landscaping must be approved by the Association, or its agent, prior to installation. Addition of landscape plantings shall be the responsibility of and shall be maintained by the dwelling owner. Maintenance includes, but is not limited to edging, pruning, weeding and replacement or removal.
5. The Association and the Management Company shall not be responsible for any damage, whatsoever, to aluminum structures or other components attached to the exterior of the home. Owner, their successors and assigns, assumes all risk.
6. The Association and the Management Company shall not be responsible for roof repairs and maintenance where any portion of the alteration is affixed to the existing building or when the existing roof structure has been altered in any respect.
7. All work must be completed in accordance with the approved plans and site plan attached hereto and made a part hereof.
8. Approval of the requested alteration, modification or landscaping change does not constitute approval of any further alteration, modification or landscaping and the approval of this or any other application does not constitute precedence for any other approval. Further, approval of this application does not release the applicant nor the dwelling owner from all requirements to maintain and repair the building structure as well as the improvements, which may be authorized herewith. Applicant and dwelling owner are responsible for any damage done by any worker or contractor or subcontractor who has been employed by applicant or dwelling owner to complete the said work.
9. The dwelling owner is responsible for ensuring that the contractor secures all necessary building permits and the modification meets **all** zoning requirements, to include building setbacks.
10. Prior to excavation or digging, it will be the dwelling owners responsibility to have all underground electrical, cable, sewer and water lines located.

The undersigned further agrees that he/she/they shall indemnify and hold harmless the Association, the Management Company, and any and all of their officers, agents and employees from any loss or damage resulting to or from the alteration, modification or landscaping changes involved in this application including any loss or damage occasioned by or from any other resident of the On Top of the World Community who may object to the approval of this application and to the work to be performed. The indemnification and hold harmless provisions herein shall survive the completion of any work approved and authorized pursuant hereto, and further, shall obligate the undersigned to reimburse the Association and the Management Company for all costs, expenses and attorneys’ fees which may be expended with regard to any claim arising out of said alteration, modification or landscaping change.

Dwelling Owner \_\_\_\_\_ Building # \_\_\_\_\_  
(print or type)  
Address \_\_\_\_\_ Telephone \_\_\_\_\_  
(print or type)  
Signed by \_\_\_\_\_ Date \_\_\_\_\_  
(owner)

Your request for \_\_\_\_\_ Alteration to Dwelling or \_\_\_\_\_ Landscape Alteration is:

\_\_\_\_\_ Approved

\_\_\_\_\_ Not Approved for the following reasons:

- \_\_\_\_\_ Contractor /Vendor has failed to supply this office with a current Certificate of Insurance
- \_\_\_\_\_ Modification does not meet minimum standard for approval
- \_\_\_\_\_ Other \_\_\_\_\_

Authorized By \_\_\_\_\_ Date \_\_\_\_\_