

Colony Lakes Homeowner's Association  
Waiver and Hold Harmless Statement

This waiver and hold harmless statement is attached to and made part of a modification/repair application and review form dated \_\_\_ / \_\_\_, 201\_\_\_ and submitted by \_\_\_\_\_

Owner of \_\_\_\_\_, Aurora, IL in the Colony Lakes Homeowners Association.

In consideration of the Association's Board granting its approval of the requested modification / repair, the parties agree as follows:

1. The unit owner shall be allowed to undertake or have done the specific work identified on the attached modification / repair form in a manner only as approved by the Board. Any deviations to the specific work identified on the form shall be cause for revocation of the approval upon notification from the Board or its agent to the Owner.

2. If the work is to be done by someone other than the unit Owner, only licensed, bonded and insured contractors or third parties shall be allowed to perform the specific work. The Owner shall be responsible for providing prior to commencement of any work a copy of the licenses, bonds and certificates of insurance, to the Board or its agent. No contractor shall be allowed to work on the property without presenting a valid certificate of insurance as evidence of current insurance in reasonable amounts including coverage for liability for personal injury, property damage and workers compensation. Failure to submit all such documentation or any determination by the Association at any time before or during the course of the specified work that any of the submitted documents have expired, been cancelled or otherwise are not in order shall be cause for the revocation of the approval upon notification from the Board or its agent to the Owner. The Association retains the right to require any contractor that does not comply with the requirements of this paragraph to halt work (or not commence) and to leave premises. The Owner shall cooperate with the Association's efforts in this regard and further authorizes the Association to act on the Owner's behalf to halt or keep from commencing work that work that would not or workers that would not comply with the requirements of this paragraph.

3. In the event the specified work is performed by the Owner or the Owner's family, the Owner shall hold the association and its members harmless from any and all liability for any and all injury sustained by the person(s) performing the work and for any and all injury or damage of any sort caused by the person(s) performing the work.

4. The unit Owner, the unit owner's family member, any contractor or any third party performing the specified work on behalf of the Owner during the course of performing the work shall comply with all Association Rules and Regulations concerning such activity, including those rules involving keeping the work area and the remainder of the Common Elements clean and neat, cleanup of the work area, work hours and minimizing the noise level from the work areas. The Owner shall be responsible for notifying the workers performing the specified work on behalf of the Owner of all applicable Rules & Regulations. Failure to comply with the rules shall be cause for revocation of the approval of work upon notification from the Board to the Owner.

5. The Owner shall be responsible for any damages caused to the Common Elements, other Units and to any individuals, pets or personal property of other individuals during the work specified. The Association can repair any damage and charge the Owner for those repairs as an expense in the same manner as assessments. In the event the Association is found responsible for or incurs any expenses for any damages to any individuals, pets or personal property of individuals which occurred during and as a result of the performance of the specified work, such costs can be charged to the Owners accounts as an expense in the same manner as assessments. Failure to pay that amount when due shall be treated in the same manner as the failure to pay assessments and the Association shall be entitled to assert any claim allowed by law to collect those sums, including an eviction action.

6. If this modification / repair is approved and installed, the Owner shall maintain the change in a safe condition and as the Association may from time to time require. Failure to do so shall be cause for the revocation of approval, requiring the change be removed and the property be returned to its prior condition upon the notification of the Board or its agent to the Owner.

7. The signature of any one Unit Owner shall be binding on any other Unit Owners.

8. The Association may recover from the Owner any and all costs incurred as a result of enforcing the terms of this WAIVER AND HOLD HARMLESS STATEMENT.

9. The Owner agrees to comply in all respects and to be bound by the terms and conditions of the Modification and Repairs Policy.

Agreed and Accepted

Unit owner: Association Agent/Officer:

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