



Building _____ Unit _____

POLICIES AND PROCEDURES

Alteration/Modifications Requests/Agreement Form

This agreement made between Lantern Bay POA Inc. d/b/a The Cove on Indian Point, a Missouri Non-Profit Corporation, located in Branson, Missouri, hereinafter called the “Association” and

Co-owner(s) of Building(s) _____ Unit(s) _____, Branson, Missouri, hereinafter referred to as “Homeowner”

Individual modification forms must be submitted for each modification, and each form covers a single unit.

- 1) It is mutually agreed:
 - a. The Association will only permit those modifications in the description under this agreement.
- 2) In consideration of the same, Homeowner agrees:
 - a. The expense of performing said modification will be borne entirely by the Homeowner.
 - b. That complete maintenance or upkeep of said modification is the responsibility of the Homeowner in accordance with all CCRs, Bylaws, and current Rules and Regulations adopted by the Board of Directors.
 - c. If additional insurance is necessary, the Homeowner will see that proper insurance is in place to cover the approved modifications. Said insurance will be at Homeowner’s expense.
 - d. Hereby indemnify and hold the Association and its Agents harmless from any and all liabilities, costs, expense, and/or damages including court costs and actual reasonable attorney fees incurred by the Association arising out of the actual construction, installation, and/or use of said alterations.
 - e. To obtain all necessary permits and to comply with all applicable zoning, building codes, and other requirements imposed by any governmental agency or entity.

- f. It is the Homeowner's responsibility to protect surrounding areas from any damage. The Homeowner will be completely responsible for any damage to another condo or common area. All common areas must be returned to its previous state and will be inspected by the Association when the project is finished. If the Association is required to clean up any leftover materials, the owner will be billed.
 - g. If the alteration is in any way attached to another Homeowners property i.e., the bottom of their back deck, the Homeowner doing the alteration must get signed consent from that Homeowner and submit documentation to the Association.
 - h. Homeowner will be responsible for removal of alterations or modifications at their expense if any maintenance or repair would be needed for the structure that the alteration or modification is attached to.
 - i. Construction, repair work, or other installation which produces noise at any level which is audible outside of the unit, shall only be conducted in any unit during weekdays (excluding legal holidays) between the hours of 8:30 AM and 5:00 PM, and weekends between 10:00 AM and 4:30 PM (for emergency repairs outside these hours please inform the office as soon as possible).
 - j. All structural, plumbing, electrical, and HVAC work must be completed by a licensed and bonded contractor or tradesman. Proof of bonding and licensure must be provided to the Association before work begins.
 - k. All companies and individuals completing work are required to carry general liability insurance while working on property. A copy of that general liability coverage shall be submitted to Association before work begins.
- 3) The following applies if Homeowner is responsible for the complete maintenance of the approved modifications as determined by the CCRs, Bylaws, and current rules and regulations.
- a. In the event the Association finds maintenance or upkeep of modifications lacking, or after having been so notified in writing by the Association, required maintenance or upkeep will be performed by the Association or its agents at Homeowner's expense. No such maintenance will be performed without allowing the Homeowner a maximum of 15 days after written notification to perform maintenance.
 - b. That, if continued neglect of maintenance or upkeep of modification occurs, Association may order the return of the modification to original state, at Homeowners' expense. Under no circumstance will the Association take this into action without written notification to Homeowner.
 - c. That in the event the condominium is sold by the Homeowner, the Homeowner is required to notify purchaser of the existence of the approved modification and the modification agreement, and that the purchaser assumes responsibility for the maintenance and upkeep of the approved modification. Additionally, new Homeowner will be required to sign modification form addendum to ensure they understand they will be responsible to return the condo to the original state.

Please submit copies of any related paperwork i.e., plans, manufacturer specifications, brochures, colors, and pictures of area to be modified.

This image shows a full page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the entire width of the page, leaving small margins at the top and bottom. There are no vertical margin lines, text, or other markings on the page.

By signing this agreement, Homeowner acknowledges and undertakes to pay all landscaping or maintenance services performed to correct any violations whatsoever under the agreement. In the event that the Homeowner fails to promptly pay for such services upon the billing rendered by the Association, said expense shall constitute a lien on the Homeowners condominium. It is further acknowledged that in the event such assessment is levied, the Association shall have the right to record a lien on the Homeowners condominium with the Register of Deeds for Stone County, Missouri, and to proceed with the necessary litigation including, but not limited to, foreclosure of said lien.

The attached description of modifications is made part of this agreement.

- ☐ POA approved
- ☐ POA declined

POA Board Member (signature)

Date _____

_____ Date _____

POA Board Member (signature)

POA Board Member (signature)

Date _____

_____ Date _____

Lantern Bay Manager (signature)

_____ Date _____

_____ Date _____

Homeowner(s) (signature)

Board members notes and suggestions

[illegible]

SUBMISSION INSTRUCTIONS

1. Form may be used for more than one modification. When detailing the modification, print out additional sheets if necessary.
2. Scan / photo the completed form and email a copy to:

thecoveonindianpoint@gmail.com
3. Once the modification has been approved, you must complete a Contractor Information Form, even if you are completing the modification yourself. You can find a copy of the Contractor Information Form here:

<https://thecoveonindianpoint.org/marketing-materials/>



Alteration/Modifications Requests/Agreement Form

NEW OWNERSHIP ADDENDUM

I _____ hereinafter called "Homeowner" understand that modifications or alterations have been made to Building _____ Unit # _____. A copy of the original Alteration/Modifications Requests/Agreement Form, hereinafter called "Agreement" has been provided to me by previous Homeowner. As Homeowner, I understand all conditions in Agreement and assume all responsibilities.

POA approved _____

POA Board Member (signature)

Date _____

POA Board Member (signature)

Date _____

POA Board Member (signature)

Date _____

Lantern Bay Manager (signature)

Date _____

Homeowner(s) (signature)

Date _____

Reference Source: Strategic Plan 2023. Section 1. Action Item E. Condo Modification