

ALTA MAR
ARCHITECTURAL MODIFICATION APPLICATION FORM

DATE: _____ UNIT #: _____ UNIT OWNER (APPLICANT): _____

TELEPHONE #: (HOME) _____ (WORK) _____

TYPE OF MODIFICATION BEING REQUESTED (Please describe in detail. Include materials and colors used as well as size.):

PLEASE ATTACH THE FOLLOWING DOCUMENTS AND COMPLETED FORMS TO THIS APPLICATION.

- A COMPLETE SET OF ARCHITECT'S PLANS & DRAWINGS
- CONTRACTORS' CURRENT/VALID LICENSE
- INSURANCE CERTIFICATE WITH ½ MILLION DOLLARS IN LIABILITY INSURANCE AND ½ MILLION DOLLARS IN WORKERS COMPENSATION LISTING THE FOLLOWING AS ADDITIONALLY INSURED:
 - o ALTA MAR CONDOMINIUM ASSOCIATION, INC
- SAMPLE OF FLOORING
- SAMPLE OF SOUNDPROOFING MATERIAL THAT MEETS ASSOCIATION REQUIREMENTS OF **STC 55, IIC 55 TESTING ON A 6" CONCRETE SLAB.**
- SOUNDPROOFING SPECIFICATIONS SHEET**
- FORMS
 - NOTORIZED NOTICE AND ACCEPTANCE OF STANDARDS FOR SOUND CONTROL TRANSMISSION
 - AND IMPACT TRANSMISSION (FLOOR COVERINGS)
 - UNIT ACCESS AUTHORIZATION
 - ACKNOWLEDGEMENT OF CONTRACTOR LICENSE AND INSURANCE REQUIREMENT RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
 - MOVE IN/MOVE OUT AND DELIVERY POLICY FORM
- SIGNED DESIGNER AND CONTRACTOR IMPROVEMENT REGULATIONS
- DAMAGE DEPOSIT WAIVER FORM

I/We understand and acknowledge that approval of this application must be granted before work on the modification may commence and that if modification/installation is done without the approval of the Association, the Association may force the removal of the modification/installation and subsequent restoration to original form at my expense.

I/We understand that **work may not commence until the Association has received a Building Permit from the City of Fort Myers.** If modification/installation is done prior to the receipt of the Building Permit if required, the Association may force the removal of the modification/installation and subsequent restoration to original form at my expense.

All contractors are responsible for removal of debris from the property as a result of improvements.

Applicant Signature: _____ Date: _____

APPLICATION

APPROVED

APPLICATION DENIED

ADDITIONAL CONDITIONS: _____

BY: _____ **DATE:** _____

BOARD OF DIRECTORS REPRESENTATIVE

BY: _____ **DATE:** _____

MANAGER

Residence Improvements

Step 1: Fill out Residence Improvements Forms

- **Architectural Modification Application Form**
This form lists all requirements needed for approval of Architectural Modification Packet. Use it as a check list to ensure you have a complete modification packet to submit.
- **Damage Deposit Waiver Form**
- **Unit Access Authorization Form**
Anyone not listed as owner, occupant, or lessee of a residence will not be granted access without occupant or lessee's permission.
- **Acknowledgement of Contractor License and Insurance Requirement**
This page details the Contractor License and Insurance Requirements necessary to work in the condominium.
- **Designer and Contractor Improvement Regulations**
This form must be signed by both the Unit Owner and Contractor; it explains the Condominiums regulations.
- **Notice and Acceptance of Standards for Sound Control Transmission and Impact Transmission (Floor Coverings)**
This form explains the need for sound proofing; the owner's responsibility to install sound proofing, the association's sound proofing requirements, and the method of enforcement.
- **Work Release, Indemnification and Hold Harmless Agreement**
Signing this form releases the named parties from claims, damages, losses and expenses resulting or arising from the work performed by the contractor or vendor.

Step 2: Board of Directors

- *Architectural Packet will be reviewed and the board will answer in writing within 30 days*

Step 3: Obtain Permit

- *Your contractor will need to obtain any required permit before any work in the building may commence.*

Alta Mar Condominium
Move in/Move out and delivery policy form

Unit: _____ Date(s) of reservation: _____

Management is to be notified for any type of move/delivery/service vendors.

Hours: 8:00A.M. – 4:00P.M. - Monday — Friday

Please Note: Saturday, Sunday or holidays Move-In/Outs or any furniture/appliance deliveries are not permitted nor are service vendors such as cleaners, painters, installers, etc.

Name of Resident: _____ Moving/Delivery Company/Vendor: _____

Procedures:

1. Please provide the Management Office at least two weeks' notice of Move/delivery date to ensure elevator is available to accommodate your move/delivery.
2. Damage Deposit Waiver Form is to be turned in 14 days prior.
3. Movers/Vendors are not permitted to continue working past 3:30pm. They must be completely out of the building by **4:00 p.m.** Failure to comply will result in damage deposit being assessed.
4. Move-In/Out or deliveries will not be allowed through the main lobby entrance, or in the resident east elevators. You must notify your moving/delivery company of this and verify that they have adequate transportation to move your items from the driveway through the first level of the garage to the receiving area and west elevator. The maximum height to allow access into the garage is 14'.
5. Movers/Vendors must check in with the front office and obtain temporary key fob to enter/exit building

Notes:

1. **Movers are not permitted to begin unloading after 3:00 p.m.**
2. No items may be stored or left overnight in common areas and/or limited common areas.
3. Cartons, crates and packing material must be removed from the property by the moving/delivery company, failure to do so will result in damage deposit being assessed.
4. Oversized items that will not fit in the elevator will need to be scheduled for transport through Otis Elevator (see Management Office).
5. Residents must take full responsibility for deliveries, move-ins' or move-outs'.
6. Residents must make sure that all is clean around their front door, hallways and elevator.
7. Residents or agent must be at home to accept all deliveries, and supervise move-in/move-out.

I agree that all work performed or delivered to improve and/ or furnish my condominium unit by above party is to be performed on my behalf, by such party as my agent. I assume full liability for damages caused by such agent, whether to any other party, my unit, the building, its common elements or the property of any other party. I hereby agree to indemnify and hold harmless Alta Mar Condominium Association, Inc. for any damages claimed by any party. If any damage occurs, trash removal is required, and/or after-hours work is conducted the Association, its management or agents, in their sole discretion, will determine whether to charge my assessment account for any damage requiring repair.

No MOVING/Delivery/Vendor CAN CONTINUE PAST 3:30P.M.

I AM IN RECEIPT OF THE MOVING/DELIVERY/VENDOR PROCEDURES FOR ALTA MAR CONDOMINIUM:

Signature

Date

ALTA MAR
UNIT ACCESS AUTHORIZATION

Date: _____

Unit Owner: _____ Unit #: _____

THIS IS TO AUTHORIZE AND REQUEST you to grant access to the Alta Mar Condominium to the person(s) named below.

In giving this authorization and request, the undersigned ACKNOWLEDGES AND AGREES:

- a. Although the purpose(s) of the entry is stated below (for information only), Alta Mar is not responsible to see to such purpose(s) being fulfilled nor for limiting access to the accomplishment of such purpose(s);
- b. Alta Mar is not responsible in any manner for supervising, observing or controlling the conduct of the person(s) to whom access and/or the key was given, and
- c. The undersigned agrees to fully indemnify and hold harmless Alta Mar and all its officers, directors, members, employees and agents (including, without limitation, Management and security companies and their officers, directors and employee(s), whether in the Unit, the Common Elements of the Condominium or otherwise (such agreement shall include all attorney's fees and court costs.

PRINT NAME:	TYPE OF ACCESS: (FOR INFO ONLY)	LENGTH OF STAY FROM/TO:

The undersigned agrees to notify management, in writing, of the termination of this authorization. You are entitled to assume that this authorization is in full force and effect until you actually receive a written notice of such termination

UNIT OWNER(S) Signature(s) on behalf of all owners of the Unit:

_____ Date: _____

_____ Date: _____

ALTA MAR CONDOMINIUM ASSOCIATION, INC.

**ACKNOWLEDGEMENT OF CONTRACTOR LICENSE AND INSURANCE
REQUIREMENT**

All contractors must provide to the Association proof of State, County or City required licensing and a Certificate of Insurance, naming the Association and the Unit Owner as the additional insured, prior to commencement of work.

Prior to commencement of construction on the Unit owner's construction project, the Unit owner shall ensure that all of their contractors have in force and have agreed to continuously carry during the period of construction, comprehensive general liability insurance with Contractor General Liability coverage in the minimum amount of *Five Hundred Thousand Dollars (\$500,000)*, and Workers Compensation minimum amount of *Five Hundred Thousand Dollars (\$500,000)*. The comprehensive general liability insurance policy shall name the Association as additional insured, as their interests appear.

All of the Unit Owner's contractors shall furnish to the Association written proof of the insurance coverage in the form of insurance certificates in a form satisfactory to the Association. A minimum of 30 days "Notice of Cancellation" to the Association is required and this shall be set forth in the certificate.

In the event that any of the Unit Owner's contractors fail to have at the time of the commencement of construction and continuously carry during the course of the performance of their work at the Condominium Premises, said insurance, and should damage, loss, personal injury or death occur, which would have been covered by said insurance, the Unit Owner shall be deemed liable to the Association for any losses or damages which the Association incurs by reason of the failure of the Unit Owner's contractors to have the required insurance in place.

All contractors, their employees and vendors must sign in at the front office and leave a valid form of government issued identification in exchange for a Fob to enter and exit our property while working in a unit.

I am aware of Alta Mar Condominium Association Inc.'s contractor requirements and agree to abide by and enforce them with my contractors.

Unit # _____

Owner Name: _____

Signature: _____ Date: _____

Designer and Contractor Improvement Regulations

The following information describes the improvement regulations for unit owner designers and/or contractors working in units located at Alta Mar.

The unit owner shall be fully responsible to ensure that all contractors involved in the project are provided with a copy of these improvement regulations and that the contractors understand that the workers must strictly comply with these improvement guidelines.

Failure to abide by these procedures will lead to excluding those hired from further work on the property.

1. OWNER REQUIREMENTS PRIOR TO STARTING WORK

Unit owners must have closed on their unit (have copy of deed), and completed, submitted and received approval on the "Architectural Modification Application" packet from the Board of Directors. Please note; the Board of Directors may review for up to 30 days without response. The City of Fort Myers requires PERMITS for certain work performed in the units. Failure to comply can result in fining and postponement of work. Upon receipt of written approval, permits can be obtained from the city. **No workmen will be permitted to access unit, make deliveries of materials, or commence work in the unit, without providing the association with a copy of the permit, as well as displaying the permit on the unit door.**

2. SITE ACCESS - PARKING

All contractors shall sign in at the front office. Management will provide them with a key fob, exchange of their driver's license. We will guide them where they need to park and where to off-load working materials. A walk through before and after will be done to make sure all of the common areas are not damaged.

No storage will be provided in the receiving area or garage for any contractors.

3. PAPERWORK

All forms are available from the management office. No application will be processed until all required documents have been submitted.

4. DELIVERIES, MOVE IN / MOVE OUT

Deliveries shall be made to the Receiving Area only through the west elevator, please review move in/move out and delivery policy. Delivery hours will be strictly observed: Deliveries require the use of the elevator for 2 trips or less, and do not exceed 20 minutes. Loads exceeding the delivery definition are considered to be move in / move outs.

NO HOLIDAY, WEEKEND OR EVENING AFTER 4:00PM DELIVERIES ARE PERMITTED.

5. ELEVATOR USAGE

Scheduling for major deliveries (flooring material, furniture, over-sized items) will require an advance appointment (**48 hr. minimum**) and have priority use over pedestrian and contractor traffic. Please contact the management office to arrange for these deliveries.

It is recommended that all designers and contractors coordinate and schedule deliveries carefully and communicate scheduling with ample time to avoid delays.

Contractors must provide hand trucks and small dollies for movement of materials. It is your responsibility to observe the weight and size restrictions of elevators, as any unnecessary shutdowns will delay the progress for you and of other workers in the building and subject the unit owner to additional expenses in the event of damage.

6. TRASH DISPOSAL

THE DISPOSAL OF CONSTRUCTION DEBRIS OF ANY KIND IN THE CONDOMINIUM PREMISES TRASH CHUTE SYSTEM IS STRICTLY PROHIBITED.

The association shall have the right to immediately cease the unit owner's construction work for failure of the unit owner and/or its contractors to comply with this regulation, with all costs associated with the shutdown to be borne by the unit owner.

The contractors shall remove all trash, debris, hazardous material off site at the end of each workday, or damage deposit will be assessed.

Contractors needing a roll off, or temporary dumpster, will need to contact the management office to make arrangements at their own expense.

7. RESTROOM FACILITIES

Unit owner contractors may only use the restrooms located in the units in which they are working. Use of the building's common area restrooms is prohibited. Toilets are not to be used for disposal of materials (paints, wallpaper glue, etc.) and blockage will be the responsibility of the unit owner.

8. WATER SHUTDOWNS

Any improvement requiring the shutdown of fire sprinklers or any tampering or changes in the water supply lines requires permitting from the City of Fort Myers. Vendor must coordinate with the management office a minimum of one week in advance to schedule work. Copy of permit must be submitted to management office and posted at unit. **Extra security will be required, at the owners' expense, for fire watch procedures.**

9. ALTERATIONS

Pursuant to **Section 9.6** of the Declaration: Modification, Alterations or Structural Work by Unit Owners. No Owner may make or permit the making of any modifications or alterations to any portion of his or her Unit visible from the exterior of his or her Unit, or in any manner change the appearance of any portion of the Common Elements. Nor may they undertake any structural work, or undertake any structural modification or alteration, without first obtaining the written consent of the Board, which consent shall be denied if the Board determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or whole. "Structural" work, modifications or alterations include, but are not limited to: relocation of existing electrical, plumbing, ductwork, air conditioning or heating installations; relocation of existing fixtures or appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators, ranges, washers or dryers; the removal or modification of any partition, door, or window; raising ceilings; or relocating kitchen or bathroom cabinetry. For purposes of this provision, the term "structural" work shall also include the addition, removal or relocation of any ductwork, plumbing line or fixture, any electrical line or fixture, or the removal, modification or creation of any interior partition. Replacement of appliances and fixtures, with substantially equivalent installations in the same

location, shall not be deemed “structural” and shall not require approval of the Association, unless a building or other permit is required. Further, “structural” work, modifications or alterations includes any and all work that requires a building permit, an electrical permit, a plumbing permit, a mechanical permit, or similar permit from an appropriate governmental agency, or for which a licensed contractor must be used, whether or not mentioned above.

The Board may, in circumstances it deems appropriate, and without limiting the right to ask for plans or specifications and other relevant information, require sealed plans from an Architect or Professional Engineer licensed to practice in Florida as a condition of reviewing any requested modification, alternation or addition to the Condominium Propety, which requires Board approval, as set forth above. The Board may require, as a condition of review, the Unit Owner’s obligation to pay the Association’s expenses of review, including, but not limited to, legal, engineering or other consultant fees. The Board, in reaching, its decision, may take into account uniformity of appearance, compatibility with architecture in Alta Mar, the quality of the of the proposed alteration, objections of neighboring Residents, and such other criteria as the Board may reasonably adopt in reaching its decision, without limitation. The Board may take into account whether other Unit Owners would be able to make such alterations or modifications, and the effect of the fact that similar requests may need to be approved by the Association. If the Board determines to permit any modification or alteration which is visible from the exterior of the Unit, from any vantage, said modification or alteration must also be approved by the Unit Owners in the manner provided in Article 9.8 of this Declaration, regardless of the cost or expense of such modification or alteration, provided that the Board may waive the requirement for Unit Owner approval if similar modifications or alterations have been approved by the Association previously, are *de minimus* or for safety (as determined in the sole discretion of the Board), or are specifically authorized by the Condominium Documents. If any Unit Owner requests approval of any structural work, modification or alteration, the Association may permit such work, modification or alteration if same would not materially affect or interfere with the Utility Services constituting Common Elements, if any, located therein, the structural integrity of the building, or create a nuisance or disturbance to neighboring Units. The board may impose requirements on contractors and condition approval on conditions set forth Article 9.5 regarding Unit Owner Maintenance.

10. APPROVAL PROCEDURE

Prior to commencing any alterations/improvement that would require Board approval; the unit owner shall submit a completed “Architectural Modification Application Packet.” Approval or disapproval of the application shall be in the Board’s sole discretion. Attached to these improvement regulations is a copy of the application form. Additional application forms can be obtained at the association’s office.

The unit owner acknowledges and agrees that by filing their application with the association, the unit owner has agreed to abide by all the terms and conditions of these improvements’ regulations. The unit owner further acknowledges and agrees that the association’s approval of the unit owner’s applications shall not be deemed in any manner to be an acceptance by the association of any responsibility with respect to the compliance of the plans and specifications to applicable codes or laws or to be an acceptance of responsibility in any other manner with respect to said plans and specifications

Upon review of the information submitted to the association, the owner will be notified as expeditiously as possible, in writing within *30 days* if the request has been approved or denied. It is imperative to review the Declaration of Condominium for further clarification of improvement restrictions as they apply to the building interior, exterior and how this may affect your planned modifications.

11. PERMITS

The City of Fort Myers requires PERMITS for certain work performed in the units. Failure to comply can result in fining and postponement of work. Upon receipt of written approval, permits can be obtained from the city. **No workmen will be permitted access, make deliveries of materials, or commence work in the unit, without providing the association with a copy of the permit, as well as displaying the permit on the unit door.**

12. LICENSE AND PROOF OF INSURANCE

All contractors must provide proof of licensing and a certificate of insurance to the management office prior to commencement of work. Before start of construction on the unit owner's project, the unit owner shall ensure that all of their contractors have in force and have agreed to continuously carry during the period of construction, comprehensive general liability insurance with contractual liability coverage in the minimum amount of Five Hundred Thousand Dollars (\$500,000), and Workers Compensation (or copy of exemption certificate) in the minimum amount of Five Hundred Thousand Dollars (\$500,000).

The comprehensive general liability insurance policy shall name the **association** and the unit owner as **additional insured** as their interest appear. Before commencing any work on the unit owner's construction project, all of the unit owner's contractors shall furnish to the association written proof of the insurance coverage in the form of insurance certificates in a form satisfactory to the association.

In the event that any of the unit owner's contractors fail to have at the time of the commencement of construction and continuously carry during the course of the performance of their work at the condominium premises, the insurance hereon provided, and should damage, loss, personal injury or death occur, which would have been covered by said insurance, the unit owner shall be deemed liable to the association for any losses or damages which the association incurs by reason of the failure of the unit owner's contractors to have the required insurance in place.

13. LIENS

The unit owner agrees to defend, indemnify and hold the Association and other condominium unit owners harmless from any and all liens or claims filed or made by any of its contractors or their subcontractors, vendors or employees on account of any alleged nonpayment for labor, materials or services furnished or performed as part of the contractors' work. If any such lien is filed, the unit owner shall promptly discharge or remove any such lien or claim by bonding or payment.

14. PROTECTION OF ASSOCIATION PROPERTY

Contractors are responsible for protecting the walls, ceilings, doors, floors, elevators and other common areas from damage. Please use extreme caution in transporting materials and equipment and remember that any damage to the common areas will be charged to your company and/or the unit owner.

15. WORK HOURS

Normal work hours shall be **8:00 a.m. to 4:00 p.m. daily. Must start picking up by 3:30pm to be completely out by 4:00 p. m.**

NO HOLIDAY, WEEKEND OR EVENING WORK IS PERMITTED.

16. SPECIFIC MINIMUM STANDARDS TO BE FOLLOWED BY ALL UNIT OWNERS' CONTRACTORS:

Unit Owners shall ensure that their contractors comply with the following standards:

- A. Job-site cleanliness and organization is directly related to safety as well as quality. Therefore, contractors shall ensure that all rubbish and debris generated by them is removed from the property on a daily basis. All clean-up of the work area shall be accomplished on a daily basis prior to leaving the condominium premises, and all materials shall be stored in an orderly and neat manner as directed by the association.
- B. Contractors shall maintain all tools per OSHA standards and properly secure all tools and equipment at the end of the day.
- C. Any accident or injury is to be reported by the contractors to the association immediately. Additionally, any near fall, near miss or any other incident that does not result in injury, but has the potential for serious results, shall also be reported immediately.
- D. Contractors shall ensure strict adherence to the proper wearing of all required personal protective equipment ("PPE"), which is mandatory with no exceptions. Failure to comply with PPE requirements will result in prohibition of an individual worker from working on the unit owner's unit.
- E. Contractors shall ensure strict compliance with respect to eye protection with any of its workers or approved subcontractors in the form of safety glasses which shall be worn whenever workmen are performing work involving cutting, grinding, or drilling, chipping or pouring of concrete or other activities where OSHA requires safety glasses to be worn. Contractors shall provide respirators and the required respirator training for its workers per OSHA requirements as and when project conditions warrant.
- F. Contractors shall ensure no radios, Walkman or any other types of musical devices are allowed in the building.
- G. Contractors shall ensure the following key areas receive continuous vigilance throughout the period they are on the project.
 - **Construction project cleanliness and orderly storage/staging of materials and equipment;**
 - **Strict adherence to the use of proper personal protective equipment;**
 - **Fall protection and prevention;**
 - **Ladder and stairway safety;**
 - **Scaffolding safety;**
 - **Caught in/between and struck-by/hit-by hazards;**
 - **Heavy equipment/crane safety;**
 - **Hazard communication;**
 - **Hand and power tool safety; and**
 - **Electrical safety**
- H. The association has adopted a policy that no alcohol or illegal drugs or substances shall be consumed on the condominium premises by any of the contractors' personnel. Contractors are to enforce this policy and none of their subcontractors' employees or agents shall be allowed to work at the condominium premises if they are, in the sole opinion of the association, performing their work under the influence of alcohol or illegal drugs or substances. The association shall have the right on oral notice to the contractors to require immediate removal from the condominium premises. any workmen of contractors or subcontractors or vendors whom the association designates (based upon the associations opinion) is under the influence of alcohol or illegal drugs or substances.

Furthermore, the association may prohibit such individual from performing any further work on the project, in the association's sole discretion.

17. SUB-CONTRACTOR AND VENDOR ACCESS

Individual unit security, as well the security of residents and their guests is of utmost importance to the Association. All workers are prohibited from any areas of the building that is not directly related to their work requirement. All unit owners shall provide the association with an accurate contractor access list of all workers authorized to be in the unit during the project. No worker will be allowed entry on to the condominium premises if he or she is not on the access list. Only the unit owner may modify the access list.

Contractors shall be responsible for the security of all tools, materials, vehicles and vehicles contents. Any incident of vandalism or suspected theft shall be reported to the association immediately.

18. STORAGE OF MATERIALS

All materials and equipment used for unit improvements MUST be stored within the unit. No items may be stored or left for any amount of time in hallways, elevator lobbies, balconies, stairwells, garage levels, etc.

19. WEIGHT AND SOUND CONTROL RESTRICTIONS

Pursuant to **Section 9.4** of the Declaration of Condominium: UNIT Floor Coverings. Hard floor surfaces (tile, marble, wood, vinyl, etc.) may only be installed upon prior written approval of the board, which shall condition its approval on the Unit Owner's proof of the installation of appropriate sound-deadening material. Specifications for sound proofing of hard flooring (wherever located) must be approved in writing by the Board or its representative prior to installation and then the installed sound proofing must be inspected and approved prior to installation of the hard flooring. The Board has the authority to adopt specifications for minimum sound proofing material that will be approved. Installed floor coverings shall, in all cases, and/or in the absence of any specifications adopted by the Board, meet the standards of the Florida Building Code and then-prevailing industry standards applicable to similar condominium buildings in Lee County, Florida.

Specifications Mandated by the Board: All hard surface soundproofing must meet a minimum Sound Transmission Classification (STC) of 55 and a minimum Impact Isolation Classification (ITC) of 55 on a six (6) inch thick concrete slab.

During the installation of flooring, it is imperative that contractors **do not under cut doors to the unit beyond the recommended door limits**. Any weather stripping removed at the time of cutting MUST be replaced. The unit owner will be responsible for replacing any doors that do not meet local governmental requirements after the installation of flooring.

20. A/C UNITS

In the event unit air conditioning units are run during modification work, air filters should be changed frequently. Accumulation of debris can damage coils and misuse can jeopardize equipment warranty.

21. BALCONY FLOORING

Pursuant to **Section 9.3** of the Declaration: The Association is responsible for maintaining terrace floors, ceilings and walls. Owners may not puncture, paint, cover or otherwise modify these surfaces.

22. PLUMBING

Relocation/addition of plumbing requiring core drilling is not permitted. Removal and capping off of plumbing fixtures is permissible only if adjacent areas are not affected, and proper permit secured.

Removal and replacement of existing plumbing fixtures for (flooring installation or replacement of fixture) should be performed by a licensed plumber. Wax rings improperly set can cause leakage to the unit below and result in unnecessary damages and expense.

Accessing lower unit(s) to perform plumbing modifications is not permitted.

23. FIRE SAFETY SYSTEM

Those contractors authorized to perform fire sprinkler work may only perform the shutdown or the relocation of fire sprinklers. Prior approval **must** be obtained by the Board of Directors and arrangements made through the management office for the water shut down. This also includes installation of built in units necessitating sprinkler head alterations. (Minimum 48 hrs. notice)

24. SMOKE DETECTORS/SPEAKERS-UNITS

During the installation of flooring, drywall alterations, and similar work, smoke detectors can be falsely activated and damaged by dust. Special care must be taken to protect these devices during the improvements. Temporary cover caps should be used and should be removed promptly. **“False alarms” due to contractor negligence are subject to fining by the City of Fort Myers Fire-Rescue.** Please make every effort to comply by covering sensors during work.

The auditory speakers are part of the fire safety system and **must not** be removed permanently. Arrangements can be made through the management office to disconnect and reconnect these devices without damage to the unit, at the unit owner’s expense.

The fire sprinklers **may not be painted.** Please also note, over spray may cause damage to sensors and necessitate the replacement of sprinkler at unit owner’s expense.

Contractors tampering with the safety systems in the building are subject to charges for damages and unit owners will be financially responsible for any necessary repairs.

Any false alarms caused by contractors will be addressed, and system reset by the City of Fort Myers Fire-Rescue with no exceptions. Any and all charges that may be related to this negligence will be the contractor’s responsibility. In addition, the association may fine the unit owner.

25. CONCRETE CORE DRILLING IS NOT PERMITTED

The concrete shall in no manner be disturbed including installing small anchors.

26. WINDOW TINT & WINDOW TREATMENTS

The association does not permit window tinting. All window treatments on windows facing the exterior of a residential unit must be white or lined with solid white liner.

27. WORKING WITHIN COMMON AREAS IS NOT PERMITTED

This includes cutting of moldings, carpeting, tile etc. No work on balconies. **SMOKING** is prohibited in all common areas.

28. PROHIBITED WORK

The unit owner shall ensure that no work will be performed by any of their contractors that will modify any building system or change any building fire rating or otherwise violate any of the restrictions or regulations contained in these Improvement Regulations. The unit owner shall be fully responsible to the association for any and all violations of these improvement regulations. The association shall be notified in advance of any planned modifications of life safety systems and the mechanical/electrical systems in the unit. Should any unplanned requirement for a system modification arise during the alteration process, the association shall be notified prior to making the modification.

29. SAFETY

All contractors shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to all employees performing any of the customization work and all other persons who may be affected. Contractor shall exercise the utmost care in the usage or storage of flammable or other hazardous materials or equipment used in the performance of work.

Please remember, any lack of cooperation will only serve to delay the completion of the improvements being performed. It is our intent to facilitate the process of improvements while minimizing the inconvenience to other unit owners and work in progress. At the same time we must make every effort to minimize the possibility of damages throughout the property and maintain a safe working environment.

If you have any questions regarding any of the above procedural information, please contact the management office for clarification at (239)-461-0002.

PLEASE DO NOT ANTICIPATE

- To work without required documentation, approval and authorizations.
- To be permitted special consideration for untimely or inappropriate requests
- To work on the property without maintaining proper conduct and strict observance of all procedural requirements.
- To solicit or distribute advertising or promotional material on the property.

Designer and Contractor Improvement Regulations

Acknowledgement by Unit Owner/Agent:

I/We acknowledge receipt of the "Designer & Contractor Improvement Regulations" and understand that as Unit Owner/Agent, I/we am/are liable for the expense of fines, damages, repairs and other related expenses, etc. due to negligence of my/our agents, contractors or employees. I/We hereby agree to comply with all of the above Improvement Regulations and to cause my contractors and their subcontractors and vendors and all of their employees and agents to comply with these improvement regulations. I/we further agree and understand that any violations of the "Designer & Contractor Improvement Regulations" will result in expulsion from the building for 3 consecutive business days for any first offense and banning from the building for any second offense

Unit Owner/Agent Signature(s)

Print Name

Date

Acknowledgement by Contractor/Designer:

The undersigned contractor/designer that shall be performing work on Unit _____ hereby agrees as a condition of entry to Alta Mar Condominium property and to the aforementioned Unit, to strictly comply with and to cause its subcontractors, vendors and all agents and employees to comply with, the above stated procedures and regulations contained within the "Designer & Contractor Improvement Regulations" which the undersigned acknowledges that has been carefully read and fully understood. I further agree and understand that any violations of the "Designer and Contractor Improvement Regulations" by myself, any of the vendors or any of the sub-contractors associated with me, will result in expulsion from the building for 3 consecutive business days for any first offense and banning from the building for any second offense.

Company Name (Print):

Print Name of Authorized Company Agent:

Authorized Company Agent Signature:

Date:

STATE OF FLORIDA/COUNTY OF LEE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ and _____ and they are personally known to me or have produced
_____ as identification) and (did/did not) take an oath.

Notary Public Signature: _____

My Commission Expires: _____

NOTICE AND ACCEPTANCE OF STANDARDS FOR SOUND CONTROL TRANSMISSION AND IMPACT ISOLATION (FOR FLOORING)

Pursuant to the Declaration of Condominium #9.4 for Alta Mar, A Condominium, no hard surfaced flooring without adequate padding or sound proofing materials shall be installed, in a Residential Unit as specified below. In addition to the foregoing, the Association may promulgate through rules, additional requirements with respect to the specifications of the flooring that may be installed in Residential Units and the methodology for installation of the same. No alteration or change shall be made to the floor of any Limited Common Element including terraces or balconies.

No installation of hard flooring shall be acceptable unless the owner assumes the responsibility for meeting the Standards for insulating materials to be used and thereafter meets such Standards by completing the installation accordingly. No installation will be approved by the Board of Directors of the Alta Mar Condominium Association, Inc., (Association), unless the aggregate sound isolation and acoustical treatment made part of the installation carries a minimum combined **STC (Sound Transmission Classification) rating of 55, together with a minimum IIC (Impact Isolation Classification) rating of 55.** The owner’s responsibility for compliance herewith includes making such installation in a proper manner so as to comply with all standards and structural requirements established by the Association.

If any installation of hard and/or heavy surface floor covering shall be made in violation of these standards, the Association shall have the immediate right to prohibit any further installation or, if already installed, require that the floor coverings be removed at the unit owner’s expense and replaced with floor coverings and sound insulation meeting the above-described standards. Compliance with such standards is mandatory under the Declaration, and shall be enforced for the benefit of all the unit owners in the building. Compliance may be enforced by the Association in the Circuit Court in and for Fort Myers - Lee County, Florida by an action seeking injunctive relief or specific performance. The undersigned acknowledges such rights and submits to the jurisdiction of the Lee County Circuit Court for the enforcement of the standards described above. In the event that a judicial proceeding shall be necessary, the Association’s costs to make the required corrections and the Association’s reasonable attorneys’ fees (including trial and appellate fees) and court costs shall be charged against the unit owner and condominium unit and shall be enforceable in accordance with the terms of the Declaration. A copy hereof shall be maintained in the Association’s records and may be used in any enforcement proceedings of the condominium documents. No propose transfer of title or lease of the condominium unit shall be approved unless the intended transferee or lessee shall have signed a copy of this Notice acknowledging the receipt hereof and such transferee’s or lessee’s agreement to abide by and bound by the terms hereof.

The undersigned hereby acknowledges receipt of the forgoing notice and agree(s) to abide by and be bound by the terms hereof.

Unit _____ in Alta Mar Condominium

X _____

State of Florida/ County of Lee

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,

By: _____.

X. _____ Notary Public, State of _____.

Personally, Known

Produced Identification

Type of Identification produced: _____

ALTA MAR

WORK RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Release, indemnification and Hold Harmless Agreement ("Release") is executed this ____ day of _____, 20__ by the undersigned Owner(s) or Lessee(s) of UNIT _____ located at the Alta Mar Condominium.

Whereas, the Association will permit the undersigned to engage contractors and vendors (including all those working by, through, or under them, the "Personnel") to perform work within the undersigned's unit subject to the terms and conditions set forth hereinafter. The contractor must submit a current certificate of insurance for general liability insurance with limits of at least \$500,000.00, workers compensation with limits of at least \$500,000.00 and Alta Mar Condominium Association, Inc. as an additional named insured; and a copy of applicable licenses and required permits.

Now, Therefore, In consideration for being permitted the benefit of allowing the personnel to perform work within the undersigned's unit and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned specifically agree to the following:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The undersigned acknowledges and agrees that the work performed by such personnel, contractor or vendor within their unit shall be at the undersigned's sole risk and the Association shall not have any responsibilities or liability for the work performed by such personnel, contractor or vendor and further acknowledge that the Association has made no representations regarding the contractor or vendor's ability or qualifications to perform the work.
3. The undersigned (jointly and severally of more than one) hereby release, indemnify and hold harmless the Association and its directors, officers, agents and employees, lessees, guests and invitees and all members of the Association from and against all claims, damages, losses and expenses including attorney's fees, at both the trial and appellate level, arising out of or resulting from the contractor or vendor's entry to the undersigned's unit and the work performed by, through or under them. This indemnification shall extend to all claims and damages, including consequential damages, losses and expenses attributable to bodily injury, death, and to damages, theft or injury to and destruction of real or personal property including loss of use resulting therefore, arising out of or resulting from the work performed by the contractor or vendor and entry into the undersigned's Unit.
4. We have read this release and understand and agree to all of its terms. We execute it voluntarily and with full knowledge of its significance.

IN WITNESS WHEREOF, The undersigned have executed this Release the day and year set forth above.

Witnesses

Owners/Lessees

STATE OF FLORIDA/COUNTY OF LEE

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by

_____ and _____ He/She/They (who is/are personally known to me/

(who has/have produced _____ as identification) and did/did not) take an oath.

Notary Public Signature: _____

My Commission Expires: _____

ALTA MAR DAMAGE DEPOSIT WAIVER

Management must be notified of all deliveries (furniture, appliance, water heater, A/C Install, big box truck deliveries, etc.) and all move-ins and move-outs at **least 14 days in advance** with this submitted form.

UNIT: _____ **PURPOSE:** _____ **DATE:** _____

Alta Mar Condominium Association has the right, per the governing documents, to ask for a \$500 damage deposit for all deliveries, move-ins, and move outs that may cause damage to our common areas.

In lieu of a \$500 check, we are asking that you acknowledge this waiver by signing below that you understand if there are any damages to the associations common areas cause by you or your vendor during the delivery, move-in, or move out, Alta Mar Condominium Association, can assess your account ledger \$500 or the amount of the damages, whichever is greater.

Once the delivery has been made, or the move-in or move-out is completed, a member of management will review the route taken to determine if there is any damage.

- Should there be damage, you, and the owner (if applicable), will be notified via email before the damage deposit is applied to the unit's account ledger. The email will include an indication of where the damage is, a picture of the damage, and a copy of your signed Damage Deposit Waiver.
- If no damage is found, you will receive an email indicating so, and that your Damage Deposit Waiver has been closed and filed.

Please note: *If you are a renter, and if damage is sustained, the \$500 damage deposit or damages amount will be assessed to the OWNERS account ledger.*

(OWNER)

I _____ the owner of unit _____
(sign your name) (print your name)

understand that if there is damage to any of Alta Mar's common area as a result of my delivery, move-in, or move-out, that a damage fee of \$500 will be assessed to my account ledger.

(RENTER)

I _____ the renter in unit _____
(sign your name) (print your name)

understand that if there is damage to any of Alta Mar's common area as a result of my delivery, move-in, or move-out, a damage fee of \$500 will be assessed TO THE UNIT OWNERS ACCOUNT LEDGER.

(Management Only)

For Renters: A copy of this signed form has been sent to both the renter and owner: YES
NO DATE: _____