

Submittal Date: _____

Parkway Maintenance and Management Co.

Modification Request Form

(Awning)

Please reference exhibit "A" in the Amended and Restated rules of the On Top of the World condominium association rules, Section 5(e)Awning for information concerning this type of modification

Please complete the checklist below to expedite your modification request

- _____ Fill out all paperwork completely
- _____ Attach a detail or sketch of work being done
- _____ Attach a copy of License
- _____ Attach a copy of contractor's liability insurance and competency card (if applicable)
- _____ Attach a copy of your contractor's worker compensation
- _____ Check here to affirm contractors compliance with On Top of the World's Acrylic/Polyurethane sealants policy.
- _____ Attach a copy of awning specifications showing it's ability to withstand 123mph winds in *open* position
- _____ For alterations that require pre or post inspections, please include your check or money order for \$35.00, payable to *Parkway Management Company*. Please reference exhibit "C" for the schedule of fees

***After approval this form will be sent back to you.
Work may not be initiated until permit is approved
Post form in visible location (window or door)
These protocols are for your protection.***

Thank you for your cooperation
Parkway Maintenance and Management Co.

Association Correspondence:
2069 World Parkway Blvd.
Clearwater, FL 33763

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 and Management Company, Inc. ("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 _____

foot by one (1) foot. All units must display unit numbers which shall be black in color and visible from the street. Birdbaths, frog ponds, lawn sculptures, artificial plants, birdhouses, rock gardens, and other accessories, lawn furnishings and fixtures not part of the common elements of a condominium are prohibited in the Common Areas (except on individual patios). Items of this nature placed or installed on individual patios should be aesthetically pleasing and either recognizably complement or acceptably contrast with their immediate surroundings, as determined by the Association. All lawn furnishings and decorations shall be secured adequately or removed by the owner whenever there is a threat of severe weather.

The foregoing or any other provision of these Rules to the contrary notwithstanding, any unit owner may display, without Association approval, one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

Additional standards regulating the installation and display of flags and flag poles are set forth on "Appendix A-2" attached hereto.

(c) Second and Third Floor Hard Surface Floor Installations. No tile, wood or other hard surface flooring may be installed in any second or third floor unit unless it is approved by the Association prior to installation. The installation must include a sound absorbing underlayment approved by the Association. A "2-in-1" or "3-in-1" moisture barrier has minimal sound absorption and will not be approved. The unit owner shall provide a receipt for the approved sound-absorbing underlayment prior to commencing installation and the unit owner shall permit inspection of the installed underlayment by an Association representative before it is covered by flooring.

(d) Hurricane Shutters. All hurricane shutters, supports and other related hardware must be submitted to and approved by the Association prior to installation. Any support or other hardware that remains as a permanent element shall be finished to match the adjacent architectural element (i.e., stucco, window frame, trim band, etc.). Shutter installations require a Thirty Five Dollars (\$35.00) fee for post-installation inspection. Please refer to Rule 15 of these Rules for additional details regarding the installation, waterproofing and use of hurricane shutters.

(e) Window Awnings. Awning modification requests must include the awning specifications and a licensed engineer's seal attesting to the wind speed determination of the unit in the open position. Awnings must be able to withstand a 123 mph wind speed in the open position. Awnings must be closed at the time a "hurricane watch" or any higher threat level warning is issued for Pinellas County and must remain closed until the hurricane watch and any higher threat level warning has been rescinded.

(f) Fences. No fence may be installed on any patio or other portion of the Common Areas unless it is approved by the Association prior to installation. No fence may exceed four feet (4') in height, and no fence may be installed on any front patio without specific prior approval. Fences shall be white in color and they shall be constructed of vinyl or powder coat aluminum in a style approved by the Association. Fences must be installed on top of the concrete patio. If the installation requires attachment to the common element wall, then prior to commencing the installation, the owner shall submit payment to the Association for caulking, sealing, and inspection.

EXHIBIT "C"
TO
AMENDED AND RESTATED RULES OF
ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC.

Schedule of Fees

The following fees and charges shall be collected by, and paid to, the Management Company for the use and benefit of the Association:

<u>Service or Circumstance</u>	<u>Amount</u>
Response to request for information by or on behalf of a prospective purchaser or lien holder, other than that required by law	\$ 150.00 plus photocopying cost and attorney's fees
Condominium Documents	50.00
Application for Approval Processing Fee (excluding lease renewal with same lessee)	50.00 per applicant
Mold or Mildew Inspection	50.00
Paradise Gate Access Card or Access Remote Control	45.00
Common Element Alteration or Addition Inspection Fee	35.00
Flag Bracket or Anchor Installation Fee	10.00
Mailbox Key (Replacement)	14.00
Assessment Estoppel Certificate (3 or more business days)	50.00
Assessment Estoppel Certificate (less than 3 business days)	75.00
Copy Charge (per page)	.25
Lead Paint Disclosure	3.00
Recreation Card (New)	3.00
Recreation Card (Replacement)	25.00
On Top of the World License Plate	10.00
Hurricane Shutters Inspection Fee	35.00
Tile, Wood and Other Hard Surface Floor Inspection Fee	35.00
Patio Inspection Fee	35.00
Receiving Device (e.g., antenna or dish) Inspection Fee	35.00
Door, Window, Exterior Trim, Decoration Inspection Fee	35.00
Fence Inspection Fee	35.00
Re-inspection/Correction Fee	35.00
Returned Check or Rejected ACH Debit Service Charge:	
Face value not over \$50	25.00
Face value over \$50 but not over \$300	30.00
Face value over \$300	40.00 or 5% of the face amount, whichever greater
Community Service Fee Late Charge:	Greater of \$25.00 or 5% of the delinquent installment for each Community Service Fee installment not received by the 15 th day of the month in which due.
After-Hours Water Turn On Service Charge (After 5:30 p.m. Mon-Fri, or after 11:30 a.m. Sat)	35.00

Parkway Maintenance and Management Company
An On Top Of the World Company

September 1, 2010

Dear Contractor,

Parkway Management has adopted a new policy that will affect many different contractors that currently perform work at the On Top Of the World property in Clearwater, Florida.

Parkway Management will no longer approve final inspections where silicone sealants have been used as a weatherproofing barrier. Silicone sealants have been discontinued from our approved list of waterproof sealants due to an extremely high failure rate. In cases of failure, the resident will be notified to contact the contractor for resolution. This will affect all return/warranty work as well and will require that silicone sealants be removed and replaced.

All contractors that install Windows, Doors, Hurricane Shutters, HVAC, Awnings, or Electrical fixtures will now be required to use a **One-Part, High Performance Polyurethane Sealant**. These Polyurethane products provide an effective material-to-structure seal that is impervious to moisture and offers superior adhesion for up to 25+ years. Examples of acceptable products include Vulkem 116, Sikaflex 1c SL, and Bondaflex PUR 25 TEX, amongst others.

We appreciate your company's cooperation in the implementation of this requirement. Information or questions regarding approved sealants can be obtained by contacting Parkway Management at 727-799-3270, or by visiting the OTOW service desk at 2069 World Parkway Boulevard, Clearwater, FL. 33763.

Sincerely,

Shawn Tobias
Operations Manager
Parkway Maintenance and Management Company