

Submittal Date: \_\_\_\_\_

# **Parkway Maintenance and Management Co.**

## **Modification Request Form**

**(Antenna, Aerials, Satellite Dishes, DBW Devices)**

***\*Please reference exhibit "A" in the Amended and Restated rules of the On Top of the World condominium association rules, section 5(a) and appendix A-1 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
- \_\_\_\_\_ 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 \_\_\_\_\_

APPENDIX A-1

Mandatory Minimum Standards for Installation of a DBS Device or Antenna

The purpose of these Minimum Standards is to assure the safety of residents and surrounding properties from installation of devices designed to receive direct broadcast satellite signal ("DBS") which are one meter in diameter or less, and for antennas.

As used herein, "DBS installation" shall mean the reception device and its means of mounting. "Antenna" shall mean devices designed to receive television broadcast signals. "Rear Base Building Line" shall mean the back wall of any dwelling, including any appurtenance attached to the dwelling either as a part of the original construction, or as an addition, including, but not limited to, screen room or sun rooms.

It is the obligation of the owner to seek Association approval pursuant to the Condominium Documents, By-laws and Rules & Regulations. All Applications for such approval must clearly show that the DBS or antenna installation shall not violate any of the provisions of the Condominium Documents, By-laws and Rules & Regulations. Approvals will not be granted unless the installation is in full compliance with all Condominium Documents, By-laws and Rules & Regulations and with these Minimum Standards.

Prior to installation, the owner shall demonstrate to the satisfaction of the Association or its designee, that the DBS installation or antenna can withstand wind speeds up to 125 mph. Owner agrees to indemnify and hold harmless the On Top of the World Condominium Association, Inc. and Parkway Maintenance and Management, Co. (Management Company) for any damage which may result to the installation in the normal course of maintenance work, as described in the Condominium Documents, By-laws and Rules & Regulations, for maintenance work around the dwelling; and for any liability whatsoever from damage resulting to surrounding dwellings as a result of failure of an installation. No approval shall be given until Owner(s) has/have executed an indemnity agreement pursuant to this paragraph.

For Installation at First Floors: All DBS or antenna installations shall be installed on patios behind the dwelling on the 1st floor patio in order to preserve the architectural aesthetic of the community. Installation at the front or side of a dwelling or on Rear Base Building Lines (Common Element Walls) is specifically prohibited. Antenna shall be self-supporting and must be able to safely withstand high winds and tropical weather. Antennas shall require no guy wires to remain stable. Guy wires constitute a danger to ground maintenance workers.

For Installation on Second and Third Floors: DBS devices may be attached to the unit owner's HVAC slab and is subject to the following limitations: Attachment shall be by the use of hardware capable of securing the DBS installation against winds up to 125 miles per hour. DBS installation may not extend to a height greater than two (2) feet above the HVAC unit. Antenna shall be self supporting, requiring no guy wires to remain stable.

Accepted this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

Owner: \_\_\_\_\_

Owner: \_\_\_\_\_

INDEMNITY AGREEMENT FOR DBS DEVICE OR ANTENNA INSTALLATION

The undersigned, having requested approval of the On Top of the World Condominium Association for the privilege of installing a DBS device pursuant to the Mandatory Standards for DBS Device Installation and Antennas, does hereby ratify the provisions of those standards and does further agree that the undersigned shall indemnify and hold harmless On Top of the World Condominium Association and/or Parkway Maintenance and Management, Co. (Management Company) and any and all of its agents and employees from any loss or damage as a result of the installation and/or maintenance or operation of any DBS Device or Antenna installation. This indemnification agreement shall obligate the owner(s) to reimburse the Association or Management Company or any of its agents and employees for all costs and expenses including attorney's fees, which may be expended with regard to any claim regarding said DBS Device or Antenna Installation or operation or maintenance.

Accepted this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Owner: \_\_\_\_\_

Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Bldg \_\_\_\_\_ Unit \_\_\_\_\_

6:00 p.m. on Monday through Saturday.

4. Petition to the Board. If an Application is disapproved by the Association and the owner desires to appeal the disapproval to the Board, the following procedure shall be followed:

(a) The owner shall deliver to the Board a written request (the “**Petition**”) for review of the disapproval, which Petition shall state the reasons why the owner believes the requested alteration or addition complies with these Community Standards, and the owner shall provide all information necessary for the Board’s consideration of the appeal of the disapproval, including, but not limited to, a copy of the original Application.

(b) The Petition shall be delivered or mailed to the Board, in care of the Association’s Customer Service office, at 2069 World Parkway Boulevard East, Clearwater FL 33763.

(c) If the Board does not overrule the Association’s disapproval of the Application and grant approval of the Application (with such limitations, conditions or requirements as may be deemed appropriate by the Board) within thirty (30) days from the Association’s receipt of the Petition and supporting documentation, the disapproval shall stand. The foregoing provisions shall also apply to any appeal by any owner to the Board for reconsideration of any limitation, condition or requirement imposed by the Board pursuant to the preceding sentence.

5. Modification Standards.

(a) Antennae, Aerials, Satellite Dishes and DBS Devices. Every antenna, aerial, satellite dish and direct broadcast satellite device (“**DBS Device**”) (each, a “**Receiving Device**”) and related supports and hardware must be submitted to and approved by the Association prior to installation. In order to preserve the architectural aesthetic of On Top of the World, no Receiving Device may be installed at the front or side of any condominium building, or on any Rear Base Building Line (Common Element Wall) of any condominium building, or on the roof of any condominium building. Also, no Receiving Device shall be placed in any position where it can create a safety hazard or potential nuisance. Each Receiving Device that serves a first floor unit shall be installed behind the condominium building on the first floor patio. Each Receiving Device that serves a second or third floor unit may be attached to the unit owner’s HVAC platform. Each Receiving Device shall be self supporting and shall not require any guy wire to remain stable. No Receiving Devices may exceed a height greater than two feet (2’) above the first floor patio or second or third floor HVAC unit platform. All Receiving Devices and hardware by which they are secured must be able to withstand winds of up to one hundred twenty five (125) miles per hour. Because the applicable laws and FCC rules and requirements change frequently, the Association may review the same at the time of application and, in the event of conflict between the regulatory requirements and these Rules, the regulatory requirements will control. Please also refer to the Mandatory Minimum Standards for Installation of a DBS Device or Antenna attached hereto as “Appendix A-1” which must be signed by each owner requesting approval for the installation of a Receiving Device.

(b) Wall Art and Other Exterior Accessories, Furnishings and Fixtures. Unless otherwise permitted by the Association, wall art is permitted in the Common Areas only inside foyers and other portions of the condominium buildings not visible from the street. Wall art must be submitted to and approved by the Association prior to installation. Wall art may not exceed one (1)

**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
Patic 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 <sup>th</sup> 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