

Submittal Date: _____

Parkway Maintenance and Management Co. Modification Request Form

(Doors and Windows)

Please reference exhibit "A" in the Amended and Restated rules of the On Top of the World condominium association rules, section 5(h) (Doors) and section 5(i) (Windows and Related Trim and Decorations) 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 Impact Resistance Compliance with ASTM E 1886, ASTM E 1996, SBCCI SSTD 12 or Miami-Dade County Protocols PA 201,202,and 203
- _____ 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 modification/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 _____

(g) Patios. No patio may be installed in the Common Areas unless it is approved by the Association prior to installation. Patios are prohibited on side walls of end units. Front patios may not extend more than five feet, four inches (5'4") from the common element front wall of the condominium building. Rear patios may not extend more than ten feet (10') from the common element rear wall of the condominium building. Although the patio length approved by the Association may vary, no patio may be installed within two feet (2') from the nearest edge of a water meter bank, sprinkler head or hose bib. All patio installations must be inspected by a representative of the Association both before the installation is commenced and again after it is complete. Any paint or other surface application applied to any patio must be rated for a 0.50 or higher slip resistance.

(h) Doors and Related Trim and Decorations. No exterior door of any unit may be replaced unless the replacement door is approved by the Association prior to installation. The preferred material for door trim and decorations are synthetic materials capable of maintaining their original appearance and providing optimum protection for its exposure. The recommended material for exterior doors is fiberglass or steel with an Energy Star rating. Doors with windows shall contain impact resistant glass or be glazed with missile resistant glass (.060 OVE inner layer). Replacement doors must meet applicable wind load and impact ratings of the Florida Building Code. Paint color for exterior doors must comply with the original building paint specification. Storm doors (i.e., doors in front of the standard exterior door) must be white in color and meet all applicable Florida Building Codes.

(i) Windows and Related Trim and Decoration. No exterior window of any unit may be replaced unless the replacement window is approved by the Association prior to installation, and no film or tint may be applied to any exterior window without the prior approval of the Association. Replacement windows must be of the same size as the original window being replaced. The preferred material for window trim and decorations are synthetic materials capable of maintaining their original appearance and providing optimum protection for its exposure. The recommended material for exterior windows is vinyl or aluminum with Low-E glass and an Energy Star rating. Windows shall meet Miami-Dade County's stringent requirements for impact resistance and adhere to all state and local building codes. Jalousie type windows are prohibited as replacement windows. Exterior windows and related trim and decorations must be white in color. Window film or tint must be impact resistant and non-reflective.

(j) Window Air Conditioners; HVAC Replacement. No window air conditioning unit may be installed in On Top of the World except when authorized in advance by the Association for a period not exceeding seven (7) days during HVAC repair or replacement. Second and third floor HVAC compressor replacements must be installed with Association-approved compressor slab support frames. Support frame specifications must be included with the Application. Compressor weight should not exceed three hundred (300) pounds. A sample support frame detail is attached hereto as "Appendix A-3" for reference. No HVAC compressor unit may be relocated without prior Association approval. Air conditioning contractors must notify the Service Department of the date and time of installation for access to backyards. An Association representative shall be present to guide and mark underground irrigation and sewer lines. Before any digging is commenced, the owner or the owner's contractor must obtain a satisfactory clearance of all other underground utilities facilities from Sunshine State One Call at 1-800-432-4770.

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,

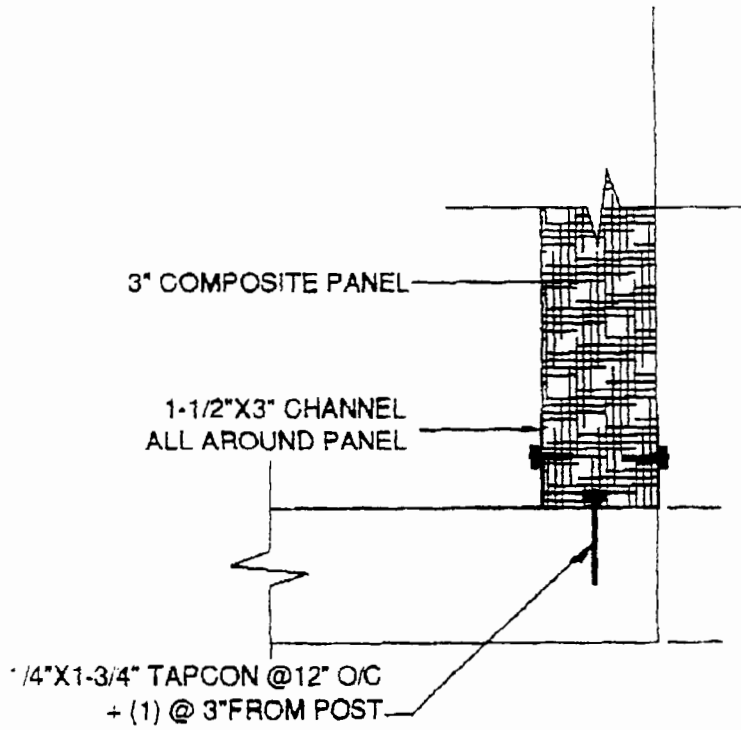
Shawn Tobias
Operations Manager
Parkway Maintenance and Management Company

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

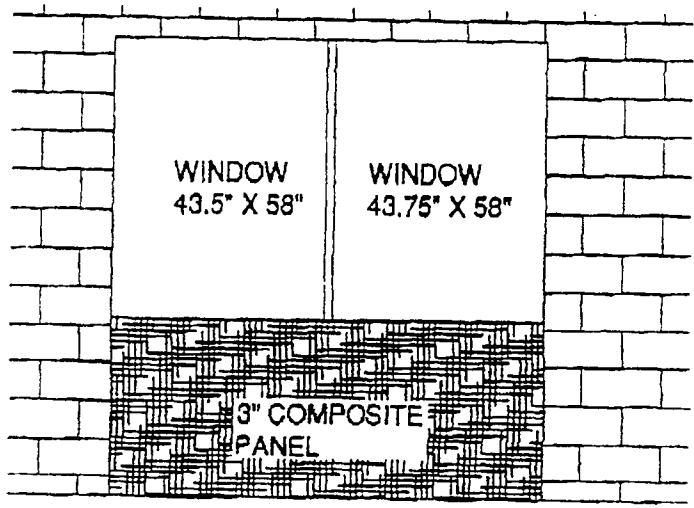
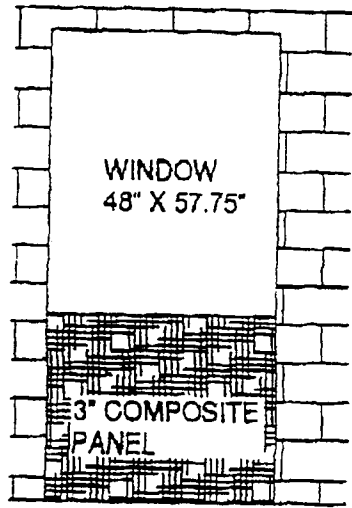
Schedule of Fees

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



**FRAME ALL AROUND
INSULATED PANEL**



ELEVATIONS
SCALE 3/8" = 1'-0"