

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

# **Parkway Maintenance and Management Co. Modification Request Form**

## **(Storage Rooms)**

*\*Please reference exhibit "A" in the Amended and Restated rules of the On Top of the World condominium association rules, Rule 17 and Exhibit "D" 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 if work is to be performed by owner
- \_\_\_\_\_ 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 the 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 the 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 cost 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 \_\_\_\_\_

loading or unloading any vehicle or container. Any person loading or unloading any vehicle or container in violation of this rule shall be considered to be trespassing in On Top of the World.

15. **Hurricane Shutters.** The Board shall, from time to time, establish hurricane shutter specifications that comply with the applicable building code, and establish permitted colors, styles, materials and installation standards for hurricane shutters. Subject to the provisions herein, the Association shall approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board. Owners shall be responsible for securing their units (including outside patios) prior to a storm watch or warning. Any damage to the building structure or interior of the home resulting from either the installation of or the use of storm shutters shall be promptly repaired by the Owner. The Association shall have no obligation with respect to the installation of the shutters, and/or for the repair, replacement and/or upgrade of the shutters. All shutters shall comply with the specifications set forth on Exhibit "B" attached to and constituting part of these Rules.

16. **Fee Schedule.** Attached hereto as Exhibit "C" and constituting part of these Rules is a schedule of fees and charges to be levied by the Association in connection with specified services or circumstances. The Association shall have the discretion to waive or reduce any fee in any particular case if, in the opinion of the Association, it is justified by hardship or other special circumstance.

17. **Storage Rooms.** The Common Elements of each condominium building include one or more storage rooms (each, a "**Storage Room**"). No personal property of any unit owner or occupant may be placed in any Storage Room without the prior approval of the Association. The Association will allocate to each unit a portion of the floor area in the Storage Rooms in the applicable building in accordance with the methodology set forth on Exhibit "D" attached hereto and constituting part of these Rules. The location of the storage space allocated to each unit will be determined by the Association.

Storage rooms may not be used for work shops of any kind. All work spaces currently in existence and installed by unit owners within the Common Areas must be removed by the applicable unit owner within thirty (30) days after the adoption of this rule. The Association may (but shall not be obligated to) remove any owner-installed work station remaining in the Common Areas after the expiration of the said thirty (30) day period, at the applicable unit owner's expense, including, but not limited to, the costs of demolition, hauling and disposal of debris and repair to the storage room.

Unit owners are responsible for maintaining their assigned storage spaces in a safe, orderly condition. No material may be placed or stored in any Storage Room in violation of applicable laws or codes. No amount of any explosive material, flammable liquid or flammable gas, regardless of type of container, including, but not limited to, any propane tank, may be placed or stored in any Storage Room. Boxes and containers may not be stacked in a way that presents a safety hazard to others. No owner shall cause or permit any obstruction of the central aisle in any Storage Room or use any portion of the storage area of any Storage Room not specifically assigned to that owner by the Association. No shelves may be installed in any Storage Room unless the proposed design and location of the shelves are approved by the Association prior to installation.

The assignment of a specific portion of a Storage Room for the use of a particular unit shall continue indefinitely until it is withdrawn or changed by the Association, and it shall automatically pass with, and be inseparable from, the ownership of the applicable unit. However, despite the continuing nature of such assignment, within thirty (30) days after ownership of any unit is transferred

to a new owner, the prior owner of the unit shall remove all of the prior owner's personal property from the Storage Room. If any personal property of a prior owner remains in the Storage Room after the expiration of the said thirty (30) day period, the Association may (but shall not be obligated to) attempt to notify the prior owner of the Association's demand that the prior owner remove all of the prior owner's personal property from the Storage Room within thirty (30) days after the date of the notice. If sent, the said notice shall be sent by hand delivery, by certified U.S. Mail, Return Receipt Requested, or by a commercial next business day courier service such as Federal Express, to the prior owner at the latest address of the prior owner set forth in the records of the Association. A copy of the notice shall also be placed on or immediately adjacent to the prior owner's personal property in the Storage Room.

If any personal property of a prior owner remains in the Storage Room after the expiration of the said thirty (30) day period following the date of the Association's said notice to the prior owner, all personal property of the prior owner which remains in the Storage Room shall be deemed automatically and conclusively to have been abandoned by the prior owner and the Association shall have the option, to be exercised by the Association in its sole and absolute discretion, to do one or more of the following: (a) take and assume exclusive ownership of, and control over, the personal property, as a gratuitous transfer of title thereto, free of any right, title, interest or claim of the prior owner, and thereafter use, sell, donate or otherwise dispose of the personal property in any manner deemed by the Association to be in the best interest of the Association, and to retain for the benefit of the Association any monetary or other benefits derived from any such use or disposition, (b) reject ownership of the personal property, remove it from the Storage Room and store it, as agent for the prior owner and at the prior owner's expense, in a location selected by the Association until such time as it is picked up by the prior owner or the Association elects to proceed with any other option under this paragraph, or (c) cause the personal property to be destroyed, recycled or discarded. None of the Association, the members of the Board, the Management Company, or any officer, director, employee or agent of the Association or the Management Company shall have any liability to any prior owner for any action taken by any of them pursuant to this rule.

18. **Reasonable Accommodation and Modification Practices and Policies.** The application, interpretations and enforcement of these Rules are subject to reasonable accommodation and modification laws and the related practices and policies adopted and amended from time to time by the Board.

19. **Unit Owner Audio and Video Recording at Association Meetings.** Any unit owner may tape record or videotape meetings of the Board of Administration, committee meetings, or unit owner meetings, subject to the following restrictions:

(a) **Distractions Prohibited.** The only audio and video equipment and devices which unit owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions.

(b) **Placement of Equipment.** Audio and video equipment shall be assembled and placed in position not less than sixty (60) minutes in advance of the commencement of the meeting.

(c) **Stationary Equipment.** Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

**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 <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