

Submittal Date: _____

Parkway Maintenance and Management Modification Request Form

Please select the type of modification(s) you are requesting approval for from categories below

Flooring Awning install Washer/Dryer Standard Patio Pour
 Landscaping Water Softener Patio Paint Fence
 Electrical / Plumbing Kitchen/Bath Remodel DBS/Antenna Device
 General _____

***See attached Modification requirements/guideline sheet**

Please complete the checklist below to expedite your application request

- Fill out all paperwork completely
- Attach a detail or sketch of work being done
- Attach a copy of contractor's license, liability insurance, worker compensation (or exemption) and competency card
- For Alterations that require pre or post inspections, please include your check or money order for \$35.00 made payable to Parkway Management. Please reference exhibit "C" for the schedule of fees.

*After approval, a permit will be issued.
Work may not be initiated until the modification is approved.
Post permit in a visible location (window or door).
These protocols are for your protection.*

Thank you for your cooperation
Parkway Maintenance and Management Pinellas, LLC.

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

**APPLICATION FOR APPROVAL OF REQUEST FOR MODIFICATION
On Top of the World Condominium Association, Inc.**

SKETCH OR DRAWING ATTACHED

Additional Information: _____

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 from 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 Pinellas, LLC ("the Management Company") reserve the right to take legal action against the dwelling owner for any recovery and all 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 Parkway Maintenance and Management Pinellas, LLC 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 of the work must be completed in accordance with the approved plans and site plan attached here to and made part hereof.
8. Approval of the requested 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 repair and maintain the building structure as well as improvements, which may be authorized to 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 modifications to meet all zoning requirements, to include building setbacks.
10. Prior to excavation or digging, it will be dwelling owner's responsibility to have all underground electrical, cable, sewer and water lines located.

The undersigned further agrees that he/she 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 resident of the On Top of the World Community who may object to the approval of this application and to the work 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 the 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 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 _____

EXHIBIT “C”
TO
THIRD 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:

Access Card (New)	\$7.00
Access Card (Replacement)	\$25.00
<i>A replacement card is defined as a new card printed to replace a damaged, lost, or stolen card. There is no charge to renew an existing card.</i>	
Activity Card (New)	\$3.00
Activity Card (Replacement)	\$25.00
<i>A replacement card is defined as a new card printed to replace a lost, damaged, or stolen card. All expired cards will need to be surrendered prior to a new card being issued</i>	
Application for Approval Processing Fee:	
Single Applicant	\$150.00
Married Couple	\$150.00
Additional Applicant	\$150.00
Boat Storage Rental Fee	\$50.00
Common Element Alteration or Additional Inspection Fee	\$35.00
Common Element Attachment Caulking and Sealing	\$10.00
Condominium Documents	\$50.00
Condo Questionnaire or responding to request for information by or on behalf of a prospective purchaser or lien holder, other than that required by law	\$150.00
Copy Charge – B/W (per page)	\$0.25

Estoppel Certificate:		
Within Ten (10) Business Days of Request, No Delinquent Amount Due		\$250.00
Within Ten (10) Business Days of Request, Delinquent Amount Due		\$400.00
Within Three (3) Business Days, No Delinquent Amount Due		\$350.00
Within Three (3) Business Days, Delinquent Amount Due		\$500.00
Flag Bracket or Anchor Installation Fee		\$10.00
Lead Paint Disclosure		\$3.00
Mailbox Key (Replacement)		\$14.00
Modification Inspection Fee		\$35.00
On Top of the World License Plate		\$10.00
Paradise Gate Bar Code		\$15.00
Re-inspection/Correction Fee		\$35.00
Water Turn On Service Charge - After-Hours		\$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 is 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.	

(Includes Amendments Approved by the Board of Administration on June 17, 2022)

MODIFICATION REQUIREMENTS/GUIDELINES

It is the responsibility of the homeowner to provide all information as required to complete this modification application.

Hard Surface Flooring Installations- No hard surface flooring may be installed in any second or third floor unit unless an Association approved sound absorbing underlayment with an IIC of 72 or higher is installed. (¼ inch cork may be used for tile installations). The unit owner shall provide the specifications of the underlayment, as well as a receipt for proof of purchase of the approved underlayment prior to commencing the installation.

Awning Install – Awning requests must include awning specifications and a licensed engineer’s seal attesting to the wind speed determination and dimensions of the awning. Awnings must be able to withstand a 140 mph wind speed. Retractable awnings must have a wind sensor installed so that the awning will automatically close during high winds.

Washers & Dryers- A Pinellas County building permit and the approval of the Association is required for every washer and dryer installation. The washer must be tied/plumbed into the main kitchen stack and the dryer must be vent-less, unless the unit has a dedicated laundry room. The washer and dryer must be installed by licensed, insured contractors and proof of purchase of the appliances must be provided by the homeowner to the Association prior to approval.

Concrete Patio Extension- Front patios may not extend more than five feet, four inches (5’4”) from the common element exterior front wall. Rear patios may not extend more than ten feet (10’) from the common element rear wall. Patios are prohibited on the sides of end units. No patio may be installed within two feet (2’) from the nearest edge of a water meter bank, sprinkler head or hose bib. Landscape pavers can not be used to extend patios

Landscape- All plantings, borders or other landscape material (mulch) must be contained within 30” of the end of the front or rear patios. No invasive or thorn bearing plants may be planted within said 30” and the installation of rocks is prohibited. All plantings and landscaping materials must be approved by the Parkway Management Landscaping Department, prior to the start of the project.

Water Softener- Water softeners must be resin, not ion exchanged (salt).

Patio Paint- Any paint or other surface application applied to any patio must be rated for a 0.50 or higher slip resistance and must contain an additive for slip resistance. The only color that will be approved will be DRIFTWOOD

Fence Install- Fences may not exceed 4’ in height, and shall be white and constructed of vinyl or powder coated aluminum. Fences may not be installed on the front patio.

Electrical/Plumbing- All electrical or plumbing requests must be completed by licensed, insured contractors. A detailed scope of work must be provided by the contractor or homeowner prior to the commencement of the project.

Kitchen/Bath Remodel – If impacting drywall, electrical, or plumbing that may require a county permit, a detailed scope of work and sketch must be provided by the contractor or homeowner prior to the commencement of the project

General Modification- This applies to miscellaneous alterations that may affect the common element (ie: flagpoles, furniture in 2nd and 3rd floor balconies/stairwells, storage/bike room alterations

DBS/Antenna Device - a completed, signed indemnity agreement is required. This agreement is available at the CSO office or on-line.

INDEMNITY AGREEMENT FOR DBS DEVICE OR ANTENNA INSTALLATION

The undersigned, having requested approval of the On Top of the World Condominium Association, Inc., 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, Inc. and/or Parkway Maintenance and Management Pinellas, LLC (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 _____