

**ALTA MAR**  
**ARCHITECTURAL MODIFICATION APPLICATION FORM**

DATE: \_\_\_\_\_ UNIT #: \_\_\_\_\_ UNIT OWNER (APPLICANT): \_\_\_\_\_

TELEPHONE #: (HOME) \_\_\_\_\_ (WORK) \_\_\_\_\_

TYPE OF MODIFICATION BEING REQUESTED (Please describe in detail. Include materials and colors used as well as size.):  
*Please refer to Declaration of Condominium Sections 19.2, 19.4, 19.9, 19.14, and 19.21. Use back if necessary.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PLEASE ATTACH THE FOLLOWING DOCUMENTS AND COMPLETED FORMS TO THIS APPLICATION.**

- A COMPLETE SET OF ARCHITECT'S PLANS & DRAWINGS
- CONTRACTORS' CURRENT/VALID LICENSE
- INSURANCE CERTIFICATE WITH ½ MILLION DOLLARS IN LIABILITY INSURANCE AND ½ MILLION DOLLARS IN WORKERS COMPENSATION LISTING THE FOLLOWING AS ADDITIONALLY INSURED:
  - o ALTA MAR CONDOMINIUM ASSOCIATION, INC
- SAMPLE OF FLOORING
- SAMPLE OF SOUNDPROOFING MATERIAL THAT MEETS ASSOCIATION REQUIREMENTS OF STC 55, IIC 55 TESTING ON A 6" CONCRETE SLAB.
- SOUNDPROOFING SPECIFICATIONS SHEET
- FORMS
  - NOTORIZED NOTICE AND ACCEPTANCE OF STANDARDS FOR SOUND CONTROL TRANSMISSION
  - AND IMPACT TRANSMISSION (FLOOR COVERINGS)
  - UNIT ACCESS AUTHORIZATION
  - ACKNOWLEDGEMENT OF CONTRACTOR LICENSE AND INSURANCE REQUIREMENT
  - RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
  - MOVE IN/MOVE OUT AND DELIVERY POLICY FORM
- SIGNED DESIGNER AND CONTRACTOR IMPROVEMENT REGULATIONS

I/We understand and acknowledge that approval of this application must be granted before work on the modification may commence and that if modification/installation is done without the approval of the Association, the Association may force the removal of the modification/installation and subsequent restoration to original form at my expense.

I/We understand that **work may not commence until the Association has received a Building Permit from the City of Fort Myers.** If modification/installation is done prior to the receipt of the Building Permit, the Association may force the removal of the modification/installation and subsequent restoration to original form at my expense.

***All contractors are responsible for removal of debris from the property as a result of improvements.***

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPLICATION APPROVED**  **APPLICATION DENIED**

**ADDITIONAL CONDITIONS:** \_\_\_\_\_

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**BOARD OF DIRECTORS REPRESENTATIVE**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**MANAGER**

# Residence Improvements

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## Step 1: Fill out Residence Improvements Forms

- **Architectural Modification Application Form**  
*This form lists all requirements needed for approval of Architectural Modification Packet. Use it as a check list to ensure you have a complete modification packet to submit.*
- **Move in / Move out and Delivery Policy Form**  
*All related move/delivery procedures are listed on this form. Please read it carefully as you and/or your movers/contractors will be expected to follow the mandatory procedures and policies. Deposits are required.*
- **Unit Access Authorization Form**  
*Anyone not listed as owner, occupant, or lessee of a residence will not be granted access without occupant or lessee's permission.*
- **Acknowledgement of Contractor License and Insurance Requirement**  
*This page details the Contractor License and Insurance Requirements necessary to work in the condominium.*
- **Designer and Contractor Improvement Regulations**  
*This form must be signed by both the Unit Owner and Contractor; it explains the Condominiums regulations.*
- **Notice and Acceptance of Standards for Sound Control Transmission and Impact Transmission (Floor Coverings)**  
*This form explains the need for sound proofing; the owner's responsibility to install sound proofing, the association's sound proofing requirements, and the method of enforcement.*
- **Work Release, Indemnification and Hold Harmless Agreement**  
*Signing this form releases the named parties from claims, damages, losses and expenses resulting or arising from the work performed by the contractor or vendor.*

## Step 2: Board of Directors

- *Architectural Packet will be reviewed and the board will answer in writing within 30 days*

## Step 3: Obtain Permit

- *Your contractor will need to obtain a permit before any work in the building may commence.*

**Alta Mar Condominium**  
**Move in/Move out and delivery policy form**

Unit: \_\_\_\_\_ Date(s) of reservation: \_\_\_\_\_  
Management is to be notified for any type of move/delivery.

**Hours: 8:00A.M. – 4:00P.M. - Monday — Friday**

This is a delivery:  ث  
This is a move:  ث

**Please Note: Saturday, Sunday or holidays Move-In/Outs or any furniture deliveries are not permitted**

Name of Resident: \_\_\_\_\_ Moving/Delivery Company: \_\_\_\_\_

**Procedures:**

1. Please provide the Management Office at least two weeks' notice of Move date to ensure elevator is available to accommodate your move.
2. Check is required: Cash or Credit Card will not be accepted
  - \$500.00 deposit to cover any damage, trash removal, after hours work
3. Movers are not permitted to continue working past 3:30pm. They must be completely out of the building by **4:00 p.m.** Failure to comply will result in forfeiture of security deposit.
4. Move-In/Out or deliveries will not be allowed through the main lobby entrance, or in the resident elevators. You must notify your moving company of this and verify that they have adequate transportation to move your items from the driveway through the first level of the garage to the receiving area and west elevator. The maximum height to allow access into the garage is 14'.
5. Movers must check in with the front office and obtain temporary key fob to enter/exit building

**Notes:**

1. **Movers are not permitted to begin unloading after 3:00 p.m.**
2. No items may be stored or left overnight in common areas and/or limited common areas.
3. Cartons, crates and packing material must be removed from the property by the moving company, failure to do so will result in forfeiting of security deposit.
4. Oversized items that will not fit in the elevator will need to be scheduled for transport through Otis Elevator (see Management Office).
5. Residents must take full responsibility for deliveries, move-ins' or move-outs'.
6. Residents must make sure that all is clean around their front door, hallways and elevator.
7. Residents or agent must be at home to accept all deliveries, and supervise move-in/move-out.

I agree that all work performed or delivered to improve and/ or furnish my condominium unit by above party is to be performed on my behalf, by such party as my agent. I assume full liability for damages caused by such agent, whether to any other party, my unit, the building, its common elements or the property of any other party. I hereby agree to indemnify and hold harmless Alta Mar Condominium Association, Inc. for any damages claimed by any party. If any damage occurs, trash removal is required, and/or after hours work is conducted the Association, its management or agents, in their sole discretion, will determine if any deduction from the \$500.00 deposit is required or if it is required to withhold the deposit as payment for repairs and charge my assessment account for any damage requiring repair in excess of the deposit.

**NO MOVING CAN CONTINUE PAST 3:30P.M.**

I AM IN RECEIPT OF THE MOVING PROCEDURES FOR ALTA MAR CONDOMINIUM:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ALTA MAR**  
**UNIT ACCESS AUTHORIZATION**

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

Unit Owner: \_\_\_\_\_ Unit #: \_\_\_\_\_

THIS IS TO AUTHORIZE AND REQUEST you to grant access to the Alta Mar Condominium to the person(s) named below.

In giving this authorization and request, the undersigned ACKNOWLEDGES AND AGREES:

- a. Although the purpose(s) of the entry is stated below (for information only), you are not responsible to see to such purpose(s) being fulfilled nor for limiting access to the accomplishment of such purpose(s);
- b. You are not responsible in any manner for supervising, observing or controlling the conduct of the person(s) to whom access and/or the key was given, and
- c. The undersigned agrees to fully indemnify and hold harmless you and all of your officers, directors, members, employees and agents (including, without limitation, your Management and security companies and their officers, directors and employee(s) named below, whether in the Unit, the Common Elements of the Condominium or otherwise (such agreement to include all attorneys fee and court costs regardless or whether suit is brought or any appeal is taken there from).

| <b>PRINT NAME:</b> | <b>TYPE OF ACCESS:<br/>(FOR INFO ONLY)</b> | <b>LENGTH OF STAY<br/>FROM/TO:</b> |
|--------------------|--|------------------------------------|
|                    |  |                                    |
|                    |  |                                    |
|                    |  |                                    |
|                    |  |                                    |
|                    |  |                                    |

The undersigned agrees to notify management, in writing, of the termination of this authorization. You are entitled to assume that this authorization is in full force and effect until you actually receive a written notice of such termination. Please remember #19.1 of the Declaration states person(s) occupying a Residential Unit for more than (2) weeks without the Unit Owner being present shall not be deemed a guest, but rather, shall be deemed a lessee and will be subject to the provisions of the Declaration which apply to lessees.

UNIT OWNER(S) Signature(s) on behalf of all owners of the Unit:

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

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

**ALTA MAR CONDOMINIUM ASSOCIATION, INC.**

ACKNOWLEDGEMENT OF CONTRACTOR LICENSE AND INSURANCE  
REQUIREMENT

All contractors must provide to the Association proof of State, County or City required licensing and a Certificate of Insurance, naming the Association and the Unit Owner as the additional insured, prior to commencement of work.

Prior to commencement of construction on the Unit owner's construction project, the Unit owner shall ensure that all of their contractors have in force and have agreed to continuously carry during the period of construction, comprehensive general liability insurance with Contractor General Liability coverage in the minimum amount of *Five Hundred Thousand Dollars (\$500,000)*, and Workers Compensation minimum amount of *Five Hundred Thousand Dollars (\$500,000)*. The comprehensive general liability insurance policy shall name the Association as additional insured, as their interests appear.

All of the Unit Owner's contractors shall furnish to the Association written proof of the insurance coverage in the form of insurance certificates in a form satisfactory to the Association. A minimum of 30 days "Notice of Cancellation" to the Association is required and this shall be set forth in the certificate.

In the event that any of the Unit Owner's contractors fail to have at the time of the commencement of construction and continuously carry during the course of the performance of their work at the Condominium Premises, the insurance hereon provided, and should damage, loss, personal injury or death occur, which would have been covered by said insurance, the Unit Owner shall be deemed liable to the Association for any losses or damages which the Association incurs by reason of the failure of the Unit Owner's contractors to have the required insurance in place.

All contractors, their employees and vendors must leave a valid form of government issued identification at the Front Desk and display, on their vehicle's dashboard, an association issued parking pass at all times while on property.

I am aware of Alta Mar Condominium Association Inc.'s contractor requirements and agree to abide by and enforce them with my contractors.

Unit # \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Designer and Contractor Improvement Regulations**

The following information describes the improvement regulations for unit owner designers and/or contractors working in units located at Alta Mar.

The unit owner shall be fully responsible to ensure that all contractors involved in the project are provided with a copy of these improvement regulations and that the contractors understand that the workers must strictly comply with these improvement guidelines.

**Failure to abide by these procedures will lead to excluding those hired from further work on the property.**

### **1. OWNER REQUIREMENTS PRIOR TO STARTING WORK**

Unit owners must have closed on their unit (have copy of deed), and completed, submitted and received approval on the "Architectural Modification Application" packet from the Board of Directors. Please note; the Board of Directors may review for up to 30 days without response. The City of Fort Myers requires PERMITS for certain work performed in the units. Failure to comply can result in fining and postponement of work. Upon receipt of written approval, permits can be obtained from the city. **No workmen will be permitted to access unit, make deliveries of materials, or commence work in the unit, without providing the association with a copy of the permit, as well as displaying the permit on the unit door.**

### **2. SITE ACCESS – PARKING**

All contractors shall sign in at the front office. Management will provide them with a key fob, exchange of their driver's license. We will guide them where they need to park and where to off-load working materials. A walk through before and after will be done to make sure all of the common areas are not damaged before they start and end.

No storage will be provided in the receiving area or garage for any contractors.

### **3. PAPERWORK**

All forms are available from the management office. No application will be processed until all required documents have been submitted.

### **4. DELIVERIES, MOVE IN / MOVE OUT**

Deliveries shall be made to the Receiving Area only through the west elevator, please review move in/move out and delivery policy. Delivery hours will be strictly observed: Deliveries require the use of the elevator for 2 trips or less, and do not exceed 20 minutes. Loads exceeding the delivery definition are considered to be move in / move outs.

**NO HOLIDAY, WEEKEND OR EVENING DELIVERIES ARE PERMITTED.**

**A \$500.00 DEPOSIT MUST BE SUBMITTED TO THE MANAGEMENT OFFICE ALONG WITH THE APPROPRIATE PAPERWORK PRIOR TO MOVE-IN SCHEDULING. ANY EXPENSES INCURRED BY THE CONDOMINIUM ASSOCIATION FOR REPAIRS WILL BE DEDUCTED FROM DEPOSIT, AND, IF EXCEEDING DEPOSIT AMOUNT, WILL BE BILLED ACCORDINGLY.**

## 5. ELEVATOR USAGE

Scheduling for major deliveries (flooring material, furniture, over-sized items) will require an advance appointment (**48 hr. minimum**) and have priority use over pedestrian and contractor traffic. Please contact the management office to arrange for these deliveries.

**It is recommended that all designers and contractors coordinate and schedule deliveries carefully and communicate scheduling with ample time to avoid delays.**

Contractors must provide hand trucks and small dollies for movement of materials. It is your responsibility to observe the weight and size restrictions of elevators, as any unnecessary shutdowns will delay the progress for you and of other workers in the building and subject the unit owner to additional expenses in the event of damage.

## 6. TRASH DISPOSAL

***THE DISPOSAL OF CONSTRUCTION DEBRIS OF ANY KIND IN THE CONDOMINIUM PREMISES TRASH CHUTE SYSTEM IS STRICTLY PROHIBITED.***

The association shall have the right to immediately cease the unit owner's construction work for failure of the unit owner and/or its contractors to comply with these improvement regulations, with all costs associated with the shutdown to be borne by the unit owner.

The contractors shall remove all trash, debris, hazardous material and scrap material from the unit at the end of each workday, or forfeit the security deposit.

Contractors needing a roll off, or temporary dumpster, will need to contact the management office to make arrangements.

## 7. RESTROOM FACILITIES

Unit owner contractors may only use the restrooms located in the units in which they are working. Use of the building's common area restrooms is prohibited. Toilets are not to be used for disposal of materials (paints, wallpaper glue, etc.) and blockage will be the responsibility of the unit owner.

## 8. WATER SHUTDOWNS

Any improvement requiring the shutdown of fire sprinklers or any tampering or any changes in the water supply lines requires permitting from the City of Fort Myers. Vendor must coordinate with the management office a minimum of one week in advance to schedule work. Copy of permit must be submitted to management office and posted at unit. **Extra security will be required, at the owners' expense, for fire watch procedures.**

## 9. ALTERATIONS

Pursuant to **Section 19.2** of the Declaration: "No structural additions or alteration (except the erection or removal of non-support carrying interior partitions wholly within Units) to any Unit, the common elements, the Limited Common elements or to the Association Property may be made without the prior written approval of the Board of Directors. The foregoing restrictions shall not apply to the commercial or Roof Units(s). Without limiting the generality of Section 19.21, no Unit Owner shall cause or allow improvements or changes to his Unit, or to any Limited Common Elements, Common elements, or Association Property, which could in any way affect the structural, electrical, plumbing, or mechanical systems of the building, without first obtaining the prior written consent of the Association. No spas, hot tubs, whirlpools or similar improvements shall be permitted on any patio, terrace or balcony which is appurtenant to a Residential or Commercial Unit."

## 10. APPROVAL PROCEDURE

Prior to commencing any alterations/improvement that would require Board approval; the unit owner shall submit a completed "Architectural Modification Application Packet." Approval or disapproval of the application shall be in the Board's sole discretion. Attached to these improvement regulations is a copy of the application form. Additional application forms can be obtained at the association's office.

The unit owner acknowledges and agrees that by filing their application with the association, the unit owner has agreed to abide by all the terms and conditions of these improvements' regulations. The unit owner further acknowledges and agrees that the association's approval of the unit owner's applications shall not be deemed in any manner to be an acceptance by the association of any responsibility with respect to the compliance of the plans and specifications to applicable codes or laws or to be an acceptance of responsibility in any other manner with respect to said plans and specifications

Upon review of the information submitted to the association, the owner will be notified as expeditiously as possible, in writing within *30 days* if the request has been approved or denied. It is imperative to review the Declaration of Condominium for further clarification of improvement restrictions as they apply to the building interior, exterior and how this may affect your planned modifications.

## 11. PERMITS

The City of Fort Myers requires PERMITS for certain work performed in the units. Failure to comply can result in fining and postponement of work. Upon receipt of written approval, permits can be obtained from the city. **No workmen will be permitted access, make deliveries of materials, or commence work in the unit, without providing the association with a copy of the permit, as well as displaying the permit on the unit door.**

## 12. LICENSE AND PROOF OF INSURANCE

All contractors must provide proof of licensing and a certificate of insurance to the management office prior to commencement of work. Before start of construction on the unit owner's project, the unit owner shall ensure that all of their contractors have in force and have agreed to continuously carry during the period of construction, comprehensive general liability insurance with contractual liability coverage in the minimum amount of Five Hundred Thousand Dollars (\$500,000), and Workers Compensation (or copy of exemption certificate) in the minimum amount of Five Hundred Thousand Dollars (\$500,000).

The comprehensive general liability insurance policy shall name the **association** and the unit owner as **additional insured** as their interest appear. Before commencing any work on the unit owner's construction project, all of the unit owner's contractors shall furnish to the association written proof of the insurance coverage in the form of insurance certificates in a form satisfactory to the association.

In the event that any of the unit owner's contractors fail to have at the time of the commencement of construction and continuously carry during the course of the performance of their work at the condominium premises, the insurance hereon provided, and should damage, loss, personal injury or death occur, which would have been covered by said insurance, the unit owner shall be deemed liable to the association for any losses or damages which the association incurs by reason of the failure of the unit owner's contractors to have the required insurance in place.

## 13. LIENS

The unit owner agrees to defend, indemnify and hold the Association and other condominium unit owners harmless from any and all liens or claims filed or made by any of its contractors or their



subcontractors, vendors or employees on account of any alleged nonpayment for labor, materials or services furnished or performed as part of the contractors' work. If any such lien is filed, the unit owner shall promptly discharge or remove any such lien or claim by bonding or payment.

#### **14. PROTECTION OF ASSOCIATION PROPERTY**

Contractors are responsible for protecting the walls, ceilings, doors, floors and other common areas from damage. Please use extreme caution in transporting materials and equipment and remember that any damage to the common areas will be charged to your company and/or the unit owner.

#### **15. WORK HOURS**

Normal work hours shall be **8:00 a.m. to 4:00 p.m. daily. Must start picking up by 3:30pm to be completely out by 4:00 p. m.**

**NO HOLIDAY, WEEKEND OR EVENING WORK IS PERMITTED.**

#### **16. SPECIFIC MINIMUM STANDARDS TO BE FOLLOWED BY ALL UNIT OWNERS' CONTRACTORS:**

Unit Owners shall ensure that their contractors comply with the following standards:

- A. Job-site cleanliness and organization is directly related to safety as well as quality. Therefore, contractors shall ensure that all rubbish and debris generated by them is removed from the property on a daily basis. All clean-up of the work area shall be accomplished on a daily basis prior to leaving the condominium premises, and all materials shall be stored in an orderly and neat manner as directed by the association.
- B. Contractors shall maintain all tools per OSHA standards and properly secure all tools and equipment at the end of the day.
- C. Any accident or injury is to be reported by the contractors to the association immediately. Additionally, any near fall, near miss or any other incident that does not result in injury, but has the potential for serious results, shall also be reported immediately.
- D. Contractors shall ensure strict adherence to the proper wearing of all required personal protective equipment ("PPE"), which is mandatory with no exceptions. Failure to comply with PPE requirements will result in prohibition of an individual worker from working on the unit owner's unit upon receipt of one verbal and one written warning from the association.
- E. Contractors shall ensure strict compliance with respect to eye protection with any of its workers or approved subcontractors in the form of safety glasses which shall be worn whenever workmen are performing work involving cutting, grinding, or drilling.
- F. Chipping or pouring of concrete or other activities where OSHA requires safety glasses to be worn. Contractors shall provide respirators and the required respirator training for its workers per OSHA requirements as and when project conditions warrant.
- G. Contractors shall ensure no radios, Walkman or any other types of musical devices are allowed in the building.
- H. Contractors shall ensure the following key areas receive continuous vigilance throughout the period they are on the project.

- **Construction project cleanliness and orderly storage/staging of materials and equipment;**
- **Strict adherence to the use of proper personal protective equipment;**
- **Fall protection and prevention;**
- **Ladder and stairway safety;**
- **Scaffolding safety;**
- **Caught in/between and struck-by/hit-by hazards;**
- **Heavy equipment/crane safety;**
- **Hazard communication;**
- **Hand and power tool safety; and**
- **Electrical safety**

- I. The association has adopted a policy that no alcohol or illegal drugs or substances shall be consumed on the condominium premises by any of the contractors' personnel. Contractors are to enforce this policy and none of their subcontractors' employees or agents shall be allowed to work at the condominium premises if they are, in the sole opinion of the association, performing their work under the influence of alcohol or illegal drugs or substances. The association shall have the right on oral notice to the contractors to require immediate removal from the condominium premises by contractors of any workmen of contractors or subcontractors or vendors whom the association designates based upon the association's opinion that such person is under the influence of alcohol or illegal drugs or substances. Furthermore, the association may prohibit such individual from performing any further work on the project, in the association's sole discretion.

## **17. SUB-CONTRACTOR AND VENDOR ACCESS**

Individual unit security, as well the security of residents and their guests is of utmost importance to the Association. All workers are prohibited from any areas of the building that is not directly related to their work requirement. All unit owners shall provide the association with an accurate contractor access list of all workers authorized to be in the unit during the project. No worker will be allowed entry on to the condominium premises if he or she is not on the access list. Only the unit owner may modify the access list.

Contractors shall be responsible for the security of all tools, materials, vehicles and vehicles contents. Any incident of vandalism or suspected theft shall be reported to the association immediately. Unit owners or agent must sign a "Unit Access Authorization" for ALL trades people performing work in the unit.

## **18. STORAGE OF MATERIALS**

All materials and equipment used for unit improvements MUST be stored within the unit. No items may be stored or left for any amount of time in elevator lobbies, balconies, stairwells, garage levels, etc.

## **19. WEIGHT AND SOUND CONTROL RESTRICTIONS**

Pursuant to **Section 19.9** of the Declaration of Condominium: "No hard surfaced flooring without adequate sound proofing materials shall be installed in a Residential Unit, without the prior written approval of the Board of Directors. In addition to the foregoing, the Association may promulgate through rules, additional requirements with respect to the specifications of the flooring that may be installed in Residential Units and the methodology for installation of the same. 5(**See "Specifications Mandated by the Board" below**). No alteration or change shall be made to the floor of any Limited Common Element without obtaining the written prior approval of the Association."

**Specifications Mandated by the Board:** All hard surface soundproofing must meet a minimum Sound Transmission Classification (STC) of 55 and a minimum Impact Isolation Classification (ITC) of 55 on a six (6) inch thick concrete slab.

During the installation of flooring, it is imperative that contractors **do not under cut doors to the unit beyond the recommended door limits**. Any weather stripping removed at the time of cutting MUST be replaced. The unit owner will be responsible for replacing any doors that do not meet local governmental requirements after the installation of flooring.

## 20. A/C UNITS

In the event unit air conditioning units are run during modification work, air filters should be changed frequently. Accumulation of debris can damage coils and misuse can jeopardize equipment warranty.

## 21. BALCONY FLOORING

Pursuant to **Section 19.9** of the Declaration: "Only white or off-white marble or ceramic tile may be installed on the floors of balconies, terraces or patios appurtenant to Residential Units without the prior approval of the Board of Directors. The foregoing restrictions shall not apply to the roof Units, to the Commercial Units, or the Owners or lessees thereof." **All sound proofing restrictions contained in the documents or mandated by the Board apply. Weep holes on the sliding glass door must be kept open and free to drain. Adequate drainage must be provided under the railings and all soundproofing material or mortar material must be removed from the balcony slab beyond the edge of the tile.**

## 22. PLUMBING

**Relocation/addition of plumbing requiring core drilling is not permitted.** Removal and capping off of plumbing fixtures is permissible only if adjacent areas are not affected, and proper permit secured.

Removal and replacement of existing plumbing fixtures (flooring installation or replacement of fixture) should be performed by a licensed plumber. Wax rings improperly set can cause leakage to the unit below and result in unnecessary damages and expense.

Accessing lower unit(s) to perform plumbing modifications is not permitted.

## 23. FIRE SAFETY SYSTEM

Those contractors authorized to perform fire sprinkler work may only perform the shutdown or the relocation of fire sprinklers. Prior approval **must** be obtained by the Board of Directors and arrangements made through the management office for the water shut down scheduling. This also includes installation of built in units necessitating sprinkler head alterations. (Minimum 48 hrs. notice)

## 24. SMOKE DETECTORS/SPEAKERS-UNITS

During the installation of flooring, drywall alterations, and similar work, smoke detectors can be falsely activated and damaged by dust. Special care must be taken to protect these devices during the improvements. Temporary cover caps should be used and should be removed promptly **"False alarms" due to contractor negligence are subject to fining by the City of Fort Myers Fire-Rescue**. Please make every effort to comply by covering sensors during work.

The auditory speakers are part of the fire safety system and **must not** be removed permanently, or for painting or general aesthetic by any contractor. Arrangements can be made through the management office to disconnect and reconnect these devices without damage to the unit, at the unit owner's expense.

The fire sprinklers **may not be painted**. Please also note, over spray may cause damage to sensors and necessitate the replacement of sprinkler at unit owner's expense.

Contractors tampering with the safety systems in the building are subject to back charges for damages and unit owners will be financially responsible for any necessary repairs.

Any false alarms caused by contractors will be addressed, and system reset by the City of Fort Myers Fire-Rescue with no exceptions. Any and all charges that may be related to this negligence will be handled accordingly, in addition to the association's ability to fine the unit owner.

**26. CONCRETE CORE DRILLING IS NOT PERMITTED**

The concrete shall in no manner be disturbed including installing small anchors.

**27. WINDOW TINT & WINDOW TREATMENTS**

The association does not permit window tinting. All window treatments on windows facing the exterior of a residential unit must be lined with solid white liner.

**28. WORKING WITHIN COMMON AREAS IS NOT PERMITTED**

This includes cutting of moldings, carpeting, etc. and work on balconies. **SMOKING** is prohibited in all common areas and vicinity of hazardous conditions.

**29. PROHIBITED WORK**

The unit owner shall ensure that no work will be performed by any of their contractors that will modify any building system or change any building fire rating or otherwise violate any of the restrictions or regulations contained in these Improvement Regulations. The unit owner shall be fully responsible to the association for any and all violations of these improvement regulations. The association shall be notified in advance of any planned modifications of life support systems and the mechanical/electrical systems in the unit. Should any unplanned requirement for a system modification arise during the alteration process, the association shall be notified prior to making the modification.

**30. SAFETY**

All contractors shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to all employees performing any of the customization work and all other persons who may be affected. Contractor shall exercise the utmost care in the usage or storage of flammable or other hazardous materials or equipment used in the performance of work.

*Please remember, any lack of cooperation will only serve to delay the completion of the improvements being performed. It is our intent to facilitate the process of improvements while minimizing the inconvenience to other unit owners and work in progress. At the same time, we must make every effort to minimize the possibility of damages throughout the property and maintain a safe working environment.*

If you have any questions regarding any of the above procedural information, please contact the management office for clarification at (239)-461-0002.

PLEASE DO NOT ANTICIPATE

- To work without required documentation, approval and authorizations.
- To be permitted special consideration for untimely or inappropriate requests
- To work on the property without maintaining proper conduct and strict observance of all procedural requirements.
- To solicit or distribute advertising or promotional material on the property.

## **Designer and Contractor Improvement Regulations**

### **Acknowledgement by Unit Owner/Agent:**

I/We acknowledge receipt of the "Designer & Contractor Improvement Regulations" and understand that as Unit Owner/Agent, I/we am/are liable for the expense of fines, damages, repairs and other related expenses, etc. due to negligence of my/our agents, employees. I/We hereby agree to comply with all of the above Improvement Regulations and to cause my contractors and their subcontractors and vendors and all of their employees and agents to comply with these improvement regulations. I/we further agree and understand that any violations of the "Designer & Contractor Improvement Regulations" will result in expulsion from the building for 3 consecutive business days for any first offense and banning from the building for any second offense

Unit Owner/Agent Signature(s)

Print Name

Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **Acknowledgement by Contractor/Designer:**

The undersigned contractor/designer that shall be performing work on Unit \_\_\_\_\_ hereby agrees as a condition of entry to Alta Mar Condominium property and to the aforementioned Unit, to strictly comply with and to cause its subcontractors, vendors and all agents and employees to comply with, the above stated procedures and regulations contained within the "Designer & Contractor Improvement Regulations" which the undersigned acknowledges that has been carefully read and fully understood. I further agree and understand that any violations of the "Designer and Contractor Improvement Regulations" by myself, any of the vendors or any of the sub-contractors associated with me, will result in expulsion from the building for 3 consecutive business days for any first offense and banning from the building for any second offense.

Company Name (Print):

\_\_\_\_\_

Print Name of Authorized Company Agent:

\_\_\_\_\_

Authorized Company Agent Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

STATE OF FLORIDA/COUNTY OF LEE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ and \_\_\_\_\_ and they are personally known to me or have produced  
\_\_\_\_\_ as identification) and (did/did not) take an oath.

Notary Public Signature: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**NOTICE AND ACCEPTANCE OF STANDARDS FOR SOUND CONTROL TRANSMISSION AND  
IMPACT ISOLATION (FOR FLOORING)**

Pursuant to the Declaration of Condominium #19.9 for Alta Mar, A Condominium, no hard-surfaced flooring without adequate padding or sound proofing materials shall be installed, in a Residential Unit, without the prior written approval of the Board of Directors. In addition to the foregoing, the Association may promulgate through rules, additional requirements with respect to the specifications of the flooring that may be installed in Residential Units and the methodology for installation of the same. No alteration or change shall be made to the floor of any Limited Common Element without obtaining the prior written approval of the Board of Directors. Only white or off-white marble or ceramic tile may be installed on the floors of balconies, terraces or patios appurtenant to Residential Units without the prior approval of the Board of Directors. The foregoing restrictions shall not apply to the Commercial Units or Roof Units, or to the Owners or lessees thereof.

No installation of hard flooring shall be acceptable unless the owner assumes the responsibility for meeting the Standards for insulating materials to be used and thereafter meets such Standards by completing the installation accordingly. No installation will be approved by the Board of Directors of the Alta Mar Condominium Association, Inc., (Association), unless the aggregate sound isolation and acoustical treatment made part of the installation carries a minimum combined STC (Sound Transmission Classification) rating of 55, together with a minimum ICC (Impact Isolation Classification) rating of 55. The owner's responsibility for compliance herewith includes making such installation in a proper manner so as to comply with all standards and structural requirements established by the Association.

If any installation of hard and/or heavy surface floor covering shall be made in violation of these standards, the Association shall have the immediate right to prohibit any further installation or, if already installed, require that the floor coverings be removed at the unit owner's expense and replaced with floor coverings and sound insulation meeting the above described standards. Compliance with such standards is mandatory under the Declaration, and shall be enforced for the benefit of all the unit owners in the building. Compliance may be enforced by the Association in the Circuit Court in and for Fort Myers - Lee County, Florida by an action seeking injunctive relief or specific performance. The undersigned acknowledges such rights and submits to the jurisdiction of the Lee County Circuit Court for the enforcement of the standards described above. In the event that a judicial proceeding shall be necessary, the Association's costs to make the required corrections and the Association's reasonable attorneys' fees (including trial and appellate fees) and court costs shall be charged against the unit owner and condominium unit and shall be enforceable in accordance with the terms of the Declaration. A copy hereof shall be maintained in the Association's records and may be used in any enforcement proceedings of the condominium documents. No propose transfer of title or lease of the condominium unit shall be approved unless the intended transferee or lessee shall have signed a copy of this Notice acknowledging the receipt hereof and such transferee's or lessee's agreement to abide by and bound by the terms hereof.

The undersigned hereby acknowledges receipt of the forgoing notice and agree(s) to abide by and be bound by the terms hereof.

Unit \_\_\_\_\_ in Alta Mar Condominium

X \_\_\_\_\_

State of Florida/ County of Lee

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

By: \_\_\_\_\_.

X. \_\_\_\_\_ Notary Public, State of \_\_\_\_\_.

Personally, Known

Produced Identification

Type of Identification produced: \_\_\_\_\_

**ALTA MAR**  
**WORK RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

This Release, indemnification and Hold Harmless Agreement ("Release") is executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the undersigned Owner(s) or Lessee(s) of UNIT \_\_\_\_\_ located at the Alta Mar Condominium.

**Whereas**, the Association will permit the undersigned to engage contractors and vendors (including all those working by, through, or under them, the "Personnel") to perform work within the undersigned's unit subject to the terms and conditions set forth hereinafter. The contractor must submit a current certificate of insurance for general liability insurance with limits of at least \$500,000.00, workers compensation with limits of at least \$500,000.00 and Alta Mar Condominium Association, Inc. as an additional named insured; and a copy of applicable licenses and required permits.

**Now, Therefore**, In consideration for being permitted the benefit of allowing the personnel to perform work within the undersigned's unit and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned specifically agree to the following:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The undersigned acknowledges and agrees that the work performed by such personnel, contractor or vendor within their unit shall be at the undersigned's sole risk and the Association shall not have any responsibilities or liability for the work performed by such personnel, contractor or vendor and further acknowledge that the Association has made no representations regarding the contractor or vendor's ability or qualifications to perform the work.
3. The undersigned (jointly and severally of more than one) hereby release, indemnify and hold harmless the Association and its directors, officers, agents and employees, lessees, guest and invitees and all member of the Associations from and against all claims, damages, losses and expenses including attorney's fees, at both the trial and appellate level, arising out of or resulting from the contractor or vendor's entry to the undersigned's unit and the work performed by, through or under them. This indemnification shall extend to all claims and damages, including consequential damages, losses and expenses attributable to bodily injury, death, and to damages, theft or injury to and destruction of real or personal property including loss of use resulting therefore arising out of or resulting from the work performed by the contractor or vendor and entry into the undersigned's Unit.
4. We have read this release and understand and agree to all of its terms. We execute it voluntarily and with full knowledge of its significance.

**IN WITNESS WHEREOF**, the undersigned have executed this Release the day and year set forth above.

Witnesses

Owners/Lessees

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA/COUNTY OF LEE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ and \_\_\_\_\_ He/She/They (who is/are personally known to me/ (who has/have produced \_\_\_\_\_ as identification) and did/did not) take an oath.

Notary Public Signature: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_