



## ARCHITECTURAL MODIFICATION CHECK LIST

ITEMS	RECEIVED
APPLICATION FOR HARD/TILE FLOORING & INSULATION	<input type="checkbox"/>
SCHEDULED START DATE W/ MGT. OFFICE (ONE WEEK NOTICE)	<input type="checkbox"/>
SOUND SPEC FROM MANUFACTURER	<input type="checkbox"/>
NOTICE AND ACCEPTANCE OF STANDARDS	<input type="checkbox"/>
RELEASE, INDEMNIFICATION & HOLD HARMLESS	<input type="checkbox"/>
DELIVERY/RENOVATION/MOVING AUTHORIZATION	<input type="checkbox"/>
CONTRACTORS INSURANCE	<input type="checkbox"/>
CONTRACTORS LICENSE	<input type="checkbox"/>
\$750.00 MOVE-IN/OUT ELEVATOR DEPOSIT (REFUNDABLE)	<input type="checkbox"/>

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

APPLICATION APPROVED:

APPLICATION DENIED:

REASON DENIED: \_\_\_\_\_

\_\_\_\_\_



## CONTRACTOR / VENDOR POLICY

Access to the building by a contractor, vendor, or service person is obtained by first scheduling their arrival with the Management office, filling out a unit access authorization form, and by checking in with the front desk.

**A refundable elevator deposit of \$750.00 is required at the time of delivery of materials to protect the common areas.**

**Must provide a start date with a minimum of 1 week notice prior to commencement for the purpose of notifying the residents and guests of the WaterGarden.**

All work including cutting, painting, carpentry, etc. must be performed in the unit or off the premises. **The use of a jack hammer or chipping hammer has been approved by the board on a temporary basis. The use of a jack hammer or chipping hammer is restricted to the hours between 10 AM and 2 PM.** The foyers and hallways are not available as a work area. **Construction materials may not be cut in the balcony area.** The unit owner is responsible for all damage to the common property and other units caused by their movers, workmen and contractors.

Boxes must be disposed of properly by being broken down and brought to the loading dock on the first floor and placed in the green cardboard box recycling bin. Do not place any packing materials down the trash chute. Please call the management office if you need directions to dispose of boxes and packing materials.

Management reserves the right to ask moving or delivery personnel to leave the property and/or deny future access to ensure orderly move-ins, move-outs, and deliveries. Please contact the management office if you require additional assistance.

Management Office

954-525-5535 ext. 223

Office Hours:

Monday – Friday

10am – 5pm



**ARCHITECTURAL MODIFICATION APPLICATION FORM**

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

UNIT OWNER (APPLICANT) \_\_\_\_\_

TELEPHONE#: (HOME) \_\_\_\_\_ (CELL/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 9.3, 23.11 and 23.12 :*

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

**ARCHITECT'S PLANS & DRAWINGS MUST BE ATTACHED BEFORE APPLICATION WILL BE CONSIDERED. COPIES OF CONTRACTORS' CURRENT CERTIFICATE OF INSURANCE AND LICENSE AS WELL AS BUILDING PERMITS FROM THE CITY OF FT. LAUDERDALE MUST BE PROVIDED TO ASSOCIATION PRIOR TO COMMENCING WORK.**

I / We hereby make application to WaterGarden Condominium Association, Inc. for the above described item to be approved in writing.

I / we understand and acknowledge that approval of this request must be granted before work on the modification may commence and that if modification / installation are 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.

***All contractors are responsible for removal of debris from the property as a result of improvements. Use of a jackhammer or chipping hammer is prohibited.***

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

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

-----  
This Section for Office Use Only

APPLICATION APPROVED

APPLICATION DENIED

\_\_\_\_\_  
Margie Kilfeather, Property Manager

\_\_\_\_\_  
Date



THE WATERGARDEN CONDOMINIUM ASSOCIATION, INC.

**NOTICE AND ACCEPTANCE OF STANDARDS FOR CONTROL OF SOUND TRANSMISSION AND IMPACT TRANSMISSION (FLOOR COVERINGS)**

Pursuant to the Declaration of Condominium for The WaterGarden, A Condominium (“Declaration”), hard and/or heavy surface floor covering, including, without limitation, tile and wood, cannot be installed in any part of a condominium unit, without the prior approval and consent of WaterGarden Condominium Association, Inc. (“The Association”).

Pursuant to sections §9.3, §23.11, and §23.12 of the Declaration, the Association shall not approve the installation of any hard and or heavy surface floor coverings unless the aggregate sound isolation and acoustical treatment carries a minimum Sound Transmission Classification (STC) of 50, and a minimum Impact Transmission Classification (ITC) of 50. The unit owner shall install the foregoing insulating materials in a manner that provides proper mechanical isolation of the floor coverings from any rigid part of the building structure, whether of the concrete sub-floor (vertical transmission) or adjacent walls and fittings (horizontal transmission), **the total thickness of the floor covering and underlayment may not exceed one (1”) inch.**

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 Lauderdale - Broward County, Florida by an action seeking injunctive relief or specific performance. The undersigned acknowledges such rights and submits to the jurisdiction of the Broward 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 such amount shall be secured by lien in favor of the Association

# The WATERGARDEN

against the 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 proposed 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 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 THE WATERGARDEN CONDOMINIUM.

X \_\_\_\_\_

X \_\_\_\_\_

State of Florida }

County of Broward }

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: \_\_\_\_\_



**APPLICATION FOR HARD/TILE FLOORING AND INSULATION DATA**

Unit Owner's Name: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Unit #: \_\_\_\_\_

Contractor / Installer's Name: \_\_\_\_\_

Contractor / Installer's Address: \_\_\_\_\_

Contractor / Installer's Telephone Office: \_\_\_\_\_ Cell: \_\_\_\_\_

Floor / Tiling Description: \_\_\_\_\_

Soundproof / Underlayment: \_\_\_\_\_

STC RATING: Minimum 50 \_\_\_\_\_

ITC RATING: Minimum 50 \_\_\_\_\_

**STC and ITC ratings must be supported with documented data on sound testing.**

Area / Location where floor will be installed; Square footage and tile description:

Bedroom: \_\_\_\_\_

Den: \_\_\_\_\_

Kitchen: \_\_\_\_\_

Foyer: \_\_\_\_\_

Dining Room: \_\_\_\_\_

Living Room: \_\_\_\_\_

The above named contractor is attesting to the fact that proper soundproofing as stated above will be installed.

\_\_\_\_\_  
Contractor Representative Signature

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



THE WATERGARDEN CONDOMINIUM ASSOCIATION, INC.  
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 WaterGarden.

**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 and WaterGarden Condominium Association, Inc. as an additional named insured; a current certificate of applicable Workers Compensation Insurance will be required; 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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_