

THE WATERGARDEN

ARCHITECTURAL MODIFICATION CHECK LIST

ITEMS	RECEIVED
APPLICATION FOR HARD/TILE FLOORING & INSULATION	<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: _____

THE WATERGARDEN CONDOMINIUM ASSOCIATION, INC.
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.

Applicant: _____ Date: _____

Applicant: _____ Date: _____

This Section for Office Use Only

APPLICATION APPROVED

APPLICATION DENIED

Roger Ferris, President
WaterGarden Condominium Association, Inc.

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 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 by and bound by the terms hereof.

Be advised that a jackhammer tool is not to be used during any construction at any time.

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: _____

THE WATERGARDEN CONDOMINIUM ASSOCIATION, INC.

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
