

Brickell Heights

ARCHITECTURAL MODIFICATION FORM WEST TOWER CHECKLIST

- Receipt of signed Unit Owner Authorization
- Receipt of signed and notarized Contractor Acknowledgement
- Receipt of completed and signed Architectural Modification Form
- Receipt of Hard Surface Flooring Sound Control Installation Application, if applicable.
- Receipt of Hard Surface Flooring Sound Control Installation Acknowledgement Affidavit, if applicable.
- Receipt of signed and notarized Release, Indemnification and Hold Harmless Agreement.
- Receipt of any samples or material qualifications – e.g., soundproofing material sample and specs, waterproofing sample and specs, etc.
- Receipt of Contractors Certificate of Insurance – Does it comply, or is it expired?
- Receipt of Contractors license – Is it expired?
- Receipt of applicable Permits or Permit Applications
- Receipt of any plans or drawings based on scope of work AND reviewed by Chief Engineer
- Receipt of all fees and deposits paid to the Association
- Elevator reserved

Completed By: _____

Date: _____

Approved/Denied: _____

Manager (LCAM)

Brickell Heights

ARCHITECTURAL MODIFICATION FORM UNIT OWNER AUTHORIZATION

Unit Owner Name _____

Unit Owner Address _____

Unit Owner Phone _____

Contractor Name _____

Contractor Co Name _____

Contractor Address _____

Contractor Phone _____

Foreman Name _____

Foreman Phone _____

Scope of Work _____

I/WE hereby give authorization to have the above-named contractor, perform work in the Unit referenced above, located at 55 SW 9th Street, Miami, FL 33130, and as described in the above scope of work and Architectural Modification Form. I/WE hereby acknowledge and understand the proposed modifications to the Unit are subject to Association review and approval. I/WE further acknowledge that the Association may request additional documentation prior to approval.

Date: _____

Unit Owner Signature(s):

Print Name(s):

Brickell Heights

ARCHITECTURAL MODIFICATION FORM WEST TOWER CONTRACTOR ACKNOWLEDGEMENT

The undersigned contractor(s) which shall be performing work on Unit _____ hereby agrees as a condition of entry to Brickell Heights West Condominium Association, Inc. (the "Association") 55 SW 9th Street, Miami, FL 33130 and to the aforementioned Unit, to strictly comply with and to cause its subcontractors, vendors and all of our agents and employees to comply with, the Association's policies and procedures, and rules and regulations which the undersigned acknowledges that has been carefully read and fully understood.

Company Name: _____

Print Name of Authorized Company Agent: _____

Authorized Company Agent Signature: _____

Date: _____

STATE OF FLORIDA)
) SS:
MIAMI-DADE COUNTY)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, and _____ who is/are personally known to me or has/have produced _____ as identification, and who executed the foregoing instrument, and did take an oath.

My Commission Expires: _____
Notary Public

Print Name

Brickell Heights

ARCHITECTURAL MODIFICATION FORM WEST TOWER

DATE: _____

UNIT NUMBER: _____

UNIT OWNER (APPLICANT): _____

TELEPHONE: _____ (Home) TELEPHONE: _____ (Cell)

TYPE OF MODIFICATION BEING REQUESTED: (Please describe in detail. Include materials and colors used, as well as measurements.) *Please refer to the Declaration of Condominium - Section 9. Additions, Alterations or Improvements by Unit Owners. Section 17.4. Alterations. Section 17.9. Weight, Sound and other Restrictions. Section 17.11. Exterior Improvements.*

ARCHITECT'S PLANS & DRAWINGS AND/OR MATERIAL SPECIFICATIONS MUST BE ATTACHED BEFORE THE APPLICATION WILL BE CONSIDERED. COPIES OF CONTRACTOR'S CURRENT CERTIFICATE OF INSURANCE AND LICENSE AS WELL AS BUILDING PERMIT(S) FROM THE CITY OF MIAMI MUST BE PROVIDED TO THE ASSOCIATION MANAGEMENT OFFICE PRIOR TO COMMENCING WORK.

I/WE hereby give this application to Brickell Heights West Condominium Association, Inc., (the "Association") for the above described item(s) 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 approval of the Association, the Association may force the removal of the modification/installation and subsequent restoration to original form at my expense.

Owner (Applicant) Signature

Date

This Section for Office Board Use Only

APPLICATION APPROVED

APPLICATION DENIED

By: _____

Date: _____

Title: _____

Brickell Heights

HARD SURFACE FLOORING & SOUND CONTROL INSTALLATION APPLICATION WEST TOWER

Unit: _____

Unit Owner Name: _____

Telephone: _____

Contractor Name: _____

Contractor Co Name: _____

Contractor Address: _____

Contractor Phone: _____ (Main Office)

Contractor Phone: _____ (Cellular)

Flooring Tile Description: _____

****Sample of balcony flooring tile must be submitted and reviewed by Management.****

Soundproofing Underlayment Type: _____

RECOMMENDED STC RATING: Minimum 55 _____

RECOMMENDED IIC RATING: Minimum 55 _____

****STC and IIC ratings must be supported with documentation data on sound testing.****

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

Bedroom(s): _____

Kitchen: _____

Living Space: _____

Bathroom: _____

Other: _____

Place 2 x 2 sample of sound underlayment here.

I/WE hereby give this application to Brickell Heights West Condominium Association, Inc. for the above described item(s) to be approved in writing and attest to the fact that proper flooring and soundproofing as stated above will be installed.

Owner (Applicant) Signature

Date

Brickell Heights

HARD SURFACE FLOORING & SOUND CONTROL INSTALLATION ACKNOWLEDGEMENT AFFIDAVIT WEST TOWER

STATE OF FLORIDA)
) SS:
MIAMI-DADE COUNTY)

Before me, the undersigned authority, personally appeared _____
_____ and _____ (jointly "Owner") who after being duly sworn,
upon oath, depose and state the following:

1. That Owner is the owner of Unit _____ of Brickell Heights West Condominium Association Inc., according to the Declaration of Condominium thereof, as recorded in Official Records Book _____, Page _____ of the Public Records of Miami-Dade County, Florida (the "Unit").
2. That Representative is the _____ (President, Authorized Representative) of _____ ("Contractor"), and has the authority to execute this Affidavit on behalf of the Contractor.
3. That Owner and Representative have actual knowledge of the facts and matters set forth herein.
4. That Contractor has installed certain hard and/or heavy surface floor coverings in the Unit and/or Unit balcony/terrace.
5. That Owner and Representative acknowledge that they and Contractor have been advised that pursuant to the Declaration of Condominium of Brickell Heights West Condominium Association, Inc., (the "Association") and the Rules and Regulations of the Association, no flooring materials (including, but not necessarily limited to, ceramic tile, marble, granite, stone, wood and the like) can be installed in any part of the Condominium Unit without obtaining the prior written approval of the Association and without insuring that a Sound Control Underlayment System, as defined in that certain Hard Surface Flooring and Sound Control Installation Application executed by Owner, is used and which system must be approved in writing by the Association prior to installation.
6. That Owner and Representative hereby acknowledge that they and Contractor have been advised that (i) no installation of hard and/or heavy surface floorings shall be acceptable unless the Owner assumes the responsibility for meeting the standards for insulating materials to be used as such standards are

Brickell Heights

HARD SURFACE FLOORING & SOUND CONTROL INSTALLATION ACKNOWLEDGEMENT AFFIDAVIT WEST TOWER

promulgated by the City of Miami and the Association from time to time (the "Standards"), and thereafter meets such Standards by completing the installation accordingly; (ii) no installation will be approved by the Board of Directors of the Association, unless the aggregate sound isolation and acoustical treatment made part of the installation meets the minimum Standards of Sound Transmission Classification ("STC") rating of 50 (without a suspended ceiling) and an Impact Isolation Classification ("IIC") rating of 50 (without a suspended ceiling), and includes perimeter isolation material, as same may be required by the Association and as adopted by the Board of Directors of the Association from time to time.

7. Owner and Representative acknowledges that they and Contractor have been advised that no floor coverings (including associated setting beds and/or adhesive materials) can be installed on any part of the Condominium Unit balcony and/or terrace, without obtaining the prior Written approval of the Association with respect to material, color and the like. The installation of this material and its setting bed shall conceal and protect the existing exposed structural concrete surfaces and shall provide slope for proper drainage to the exterior of the balconies/ terraces. The thickness of this material and its setting bed shall be such not to block the glazed system weep holes or block the gap under the bottom style of the glazed railing system, maintaining a minimum of 42 inches from finished surface to top of handrail. Installation of galvanized steel flashing and approved sealants by the Unit Owners contractor shall conform to all pertinent Codes, Laws and Regulations. The typical detail applies at the base of vertical wall panels, sliding glass door sills and structural concrete railings. Such floor covering must terminate 1 inch from the exterior edge of the balcony/terrace structural concrete and the exterior edge must be sealed/caulked to prevent water intrusion between the floor covering material and structural concrete finish coating. Also, the installation of any improvement or heavy object, excepting typical outdoor furniture, must be submitted to and approved by the Board, and be compatible with the overall structural design of the building. Owners are responsible for maintaining all balcony sealants, drains (if applicable) and water proofing materials in good working order and shall maintain all balcony surfaces (exclusive of railings) with the compatible materials necessary to achieve the expected upkeep of all such existing materials when each begins to show signs of wear (subject to the prior approval of the Association with respect to material, color and the like). The installation of floor coverings which incorporate a setting bed of mortar or otherwise result in raising- the finished elevation more than ¼" shall incorporate sealant at all perimeter joints where the covering abuts the building walls, columns, pony walls, and the like. Such sealant joints shall prevent the penetration of all water along the perimeter, and shall protect any common building elements that are concealed beneath or behind from exposure to water. The covering shall also be installed with an appropriate

Brickell Heights

HARD SURFACE FLOORING & SOUND CONTROL INSTALLATION ACKNOWLEDGEMENT AFFIDAVIT WEST TOWER

pitch at each location on the balcony so as to prevent ponding water and the finished floor shall slope away from the stucco/ Balcony Deck Caulk joint. At times this may require cross-slopes in the covering to divert water away from included alcoves and the like. None of the existing building sealant joints, sliding door thresholds, window sills, exterior walls, or deck surfaces may be trimmed, cut, opened, or otherwise altered or affected during the installation of the floor covering. Such building components shall be protected during construction to prevent damage. Existing weeps in the sliding door assemblies or window assemblies shall not be altered or sealed shut for any reason or by any installation.

8. Owner hereby acknowledge that Owner's responsibility for compliance herewith includes, but is not limited to, making installation in a proper manner so as to comply with all standards and structural requirements established by the Association, and meeting all other requirements of the Association such as obtaining permits, insurance for the Association and meeting structural and aesthetic compatibility of the Condominium.
9. Owner and Representative hereby acknowledge and certify that (i) the soundproofing material will be installed, stored and handled in accordance with the manufacturers specifications; (ii) meets or exceeds an STC rating of 50 and/or an IIC rating of 50 (both without suspended ceilings) as installed; and (iii) Owner hereby acknowledges and the Owner accepts all responsibility in the event that the soundproofing is not adequate, is installed improperly, or fails to perform in accordance with the manufacture's representations.
10. Owner hereby acknowledges that the Association (at its own expense) or any neighbor of the Owner (at their own expense), may call for any Unit to be tested to determine compliance with the sound insulation requirements set forth herein, and that if it is determined that the tested floor does not meet this established criteria, the Unit Owner acknowledges that it will be required to tear up the floor and replace same with flooring meeting the applicable soundproofing standards and shall promptly reimburse the appropriate party for the expense of testing.
11. Owner hereby acknowledges that if any installation of hard and/or heavy surface flooring materials shall be attempted to be made, or made without compliance herewith, the Board of Directors shall have, in addition to the rights described above, the immediate right to request that such flooring materials be removed at the Owner's expense (or failing which, to remove the flooring itself at the Owner's expense), and replace with flooring materials and sound insulation which meets the

Brickell Heights

HARD SURFACE FLOORING & SOUND CONTROL INSTALLATION ACKNOWLEDGEMENT AFFIDAVIT WEST TOWER

Associations minimum requirements. Owner further acknowledges that compliance with such Standards is mandatory under the Declaration of Condominium, and shall be enforced by the Association in any proper manner, including, without limitation, in the Circuit Court in and for Miami-Dade County, Florida by suit brought for injunction or specific performance.

12. Owner acknowledges the existence and validity of such rights of the Association and submits to the jurisdiction of the court for the enforcement of the Standards described above and agrees that if judicial proceedings shall be necessary, the costs to the Association for making the required corrections, costs for bringing suit, and reasonable attorney's fees (appellate or otherwise) shall be charged against the Owner found responsible for his failure to comply.

The undersigned acknowledges receipt of a copy of this affidavit and Owner hereby agrees, on behalf of themselves and all successors and assigns of the Unit, to abide and be bound by the terms hereof.

OWNER:

By: _____

Name: _____

Unit Number: _____

STATE OF FLORIDA)
) SS:
MIAMI-DADE COUNTY)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, and _____ who is/are personally known to me or has/have produced _____ as identification, and who executed the foregoing instrument, and did take an oath.

My Commission Expires:

Notary Public

Print Name

Brickell Heights

HARD SURFACE FLOORING & SOUND CONTROL INSTALLATION ACKNOWLEDGEMENT AFFIDAVIT WEST TOWER

REPRESENTATIVE OF CONTRACTOR:

By: _____

Name: _____

Contractor: _____

STATE OF FLORIDA)
) SS:
MIAMI-DADE COUNTY)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, and _____ who is/are personally known to me or has/have produced _____ as identification, and who executed the foregoing instrument, and did take an oath.

My Commission Expires:

Notary Public

Print Name

Brickell Heights

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT WEST TOWER

This Release, Indemnification and Hold Harmless Agreement (“Release”) is executed this _____ day of _____ 20 _____ by the undersigned Owner(s) or Lessee(s) of Unit No. _____ (the “Unit”) located at the Property at 55 SW 9th Street, Miami, FL 33130.

Whereas, the Brickell Heights West Condominium Association, Inc. (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 \$1,000,000 and naming Association(s), Shared Facilities Owner, Developer and Management Company, as additional named insureds; a current certificate of Workers Compensation Insurance with limits of at least \$500,000; a copy of applicable licenses and required permits; and any other documentation required by the Association.

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(s) to the following:

- The above recitals are true and correct, and are incorporated herein by reference.
- The undersigned acknowledge(s) and agree(s) that the Work performed by such contractor, vendor or Personnel 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 contractor or vendor and further acknowledge(s) that the Association has made no representations regarding the contractor or vendor’s ability or qualifications to perform the Work.
- The undersigned (jointly and severally, if more than one) hereby release, indemnify and hold harmless the Association and its directors, officers, agents and employees, lessees, guest and invitees and all members of the Associations from and against all claims, damages, losses, liabilities and expenses including attorney’s fees, at both the trial and appellate level, arising out of or resulting from the contractor or vendor’s or Personnel entry to the undersigned’s Unit and the Work performed by, through or under them. This indemnification shall extend to all claims, liabilities 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.

Brickell Heights

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT WEST TOWER

(Continued)

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

Date: _____

Unit Owner Signature(s):

Print Name(s):

STATE OF FLORIDA)
) SS:
MIAMI-DADE COUNTY)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, and _____ who is/are personally known to me or has/have produced _____ as identification, and who executed the foregoing instrument, and did take an oath.

My Commission Expires:

Notary Public

Print Name