



**BEFORE YOU BEGIN, PLEASE READ:**

1. The contractor's license, permit, insurance documents, must match the name of the contractor (s) listed in the Architectural Modification application forms.
2. Returned contractors must submit license and insurance documents with every new application/file.
3. Permit Application must match the scope of work as described in the Architectural Modification form.
4. Unannounced visits will be done by the Association to if the work that is been done in the unit matches the description of the scope of work provided to the Association in the Architectural Modification application.
5. Please carefully review the instructions provided in the Architectural Modification forms.



**ARCHITECTURAL MODIFICATION CHECK LIST**  
**For Office Use Only**

ITEMS	RECEIVED
CONTRACTOR VENDOR POLICY	<input type="checkbox"/>
ARCHITECTURAL MODIFICATION FORM	<input type="checkbox"/>
LIST OF CONTRACTORS WORKING IN THE PROJECT	<input type="checkbox"/>
NOTICE AND ACCEPTANCE OF STANDARDS SOUND PROOFING	<input type="checkbox"/>
SOUND SPEC AND SAMPLE FROM MANUFACTURER	<input type="checkbox"/>
APPLICATION FOR HARD/TILE FLOORING & INSULATION	<input type="checkbox"/>
FLOORING/SOUNDPROOFING REMOVAL	<input type="checkbox"/>
RELEASE, INDEMNIFICATION & HOLD HARMLESS	<input type="checkbox"/>
CONTRACTORS AND SUBS INSURANCE: COI AS ADDITIONAL INSURED AND CETIFICATE HOLDER	<input type="checkbox"/>
WOKERS COMPENSATION OR EXEMPTION FOR ALL WORKERS	<input type="checkbox"/>
 CONTRACTORS AND SUB CONTRACTORS LICENSE	 <input type="checkbox"/>
APPLICABLE PERMIT (\$)	<input type="checkbox"/>
\$750.00 MOVE-IN/OUT ELEVATOR DEPOSIT (REFUNDABLE)	<input type="checkbox"/>
SCHEDULED START DATE W/ MGT. OFFICE (7-DAY NOTICE)	<input type="checkbox"/> _____
UNIT #: _____	
APPLICATION APPROVED:	
APPLICATION DENIED:	
REASON DENIED: _____	
_____	



## CONTRACTOR/VENDOR POLICY

Access to the building by contractors and vendors must be 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. Contractors, vendors and deliveries not on the schedule will not be allowed into the building.

Contractors and vendors must provide to the management office a copy of their Workers Compensation, or Workers Compensation Exemption with a copy of a valid ID for each individual working in the unit, certificate of liability of insurance having the WaterGarden Condominium **as the certificate holder and additional insured** prior to the date of service. Certificates may be sent via mail, e-mail or fax.

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

Contractors' hours are Monday – Friday from 8am until 4:30pm; Saturday from 8am until 2pm. All contractors must be off the property by the designated time or contractors' vehicle will be towed and/or it will not be allowed to park on-site during the remaining time of the project. Contractors must display a parking pass properly filled out at all times. Parking pass is available at the loading dock and at the front desk. Vehicles without a parking pass are subject to immediate towing. The Association **does not** provide contractors or vendors with access to units.

Contractors and/or owners must provide the management office with 7-day notice of the start date of the project for proper notification of residents and guests of the WaterGarden. The Association will inspect the progress of work/renovation on a regular basis.

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 10am and 2pm. The foyers, hallways and unit's balcony are not allowed to be used as a work area. **Construction materials are not allowed to be cut in the balcony area.**

Contractors are required to use 3M Sticky Mat outside the unit during the renovation period. New sheet must be used daily and mat must be stored inside of the unit at the end of the work day.

During demo and debris removal, contractors are required to place a carpet protector on the hallway wall to wall from the unit to the service elevator. Carpet protector must be removed/installed daily. Contractors are responsible for cleaning any debris or construction dust on the carpet and/ any common areas.

**Contractors are required to use a trash cart that fully contains the debris within the cart to prevent garbage, dust and other small particles to fall out of the cart during transportation. Cart should not be over filled.**

Movers are also required to place a carpet protector on the hallway wall to wall from the unit to the service elevator for the duration of the move.



Contractors, service and delivery persons responsible for disposing of their packing materials, trash, old appliances, carpeting, etc. Old appliances are not allowed to be placed in the hallway. Old appliances must be removed from the unit before new appliances can be brought up to the unit. Construction materials are not allowed to be disposed of by throwing them in the onsite dumpster or down the trash chutes and cannot be left on the premises.

**Contractors are required to shut off the water supply to the unit at the end of the work day regardless of the scope of work. This does not apply if the resident of the unit is physically staying in the unit while the work is been done.**

Owners are responsible for the conduct of the contractor and will be responsible for any loss or damages to common area property caused by their contractors or service personnel.

**It is the owner's or tenant's responsibility to inform the service company or contractor of these Rules and Regulations.** It is recommended owners contact the Broward County's Building & Zoning Department to verify license and bonding information on their contractor prior to service.

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.

\_\_\_\_\_  
Unit Owner Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



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. Tile installation on balcony is not permitted): *Please refer to Declaration of Condominium Sections 9.3, 23.11 and 23.12:*

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**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 AS PART OF THIS APPLICATION.**

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 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.

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

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

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



Please list all contractors and/or subcontractors that will be working in the unit/project.

Company	Contractors' Name	COI	W.C or Exemption with ID



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.

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 Assignment of Flooring Agreement for Unit \_\_\_\_\_ was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ who \_\_\_\_ is personally known to me or who \_\_ produced \_\_\_\_\_ as identification.

NOTARY PUBLIC SIGNATURE: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

Print Name: \_\_\_\_\_



**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 (balcony tile is not permitted): \_\_\_\_\_

\_\_\_\_\_

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:





### Flooring and Soundproofing Removal

Contractors and/or owners must provide the management office with 7-day "demo" notice for proper notification of residents and guests of the WaterGarden.

Tile and soundproofing removal must be done on successive days and be completed within 5 days. Any reasons to depart from this protocol must be discussed in advance with the Association. If flooring/soundproofing is not completed within 5-days' time frame, **a new 7-day notice is required to be issued**. During this time, contractor (s) is NOT permitted to continue the flooring and/or soundproofing removal. Failure to follow this procedure will result in suspension of the work for 14 days.

Flooring and Soundproofing Removal Start Date: \_\_\_\_\_

Flooring and Soundproofing Removal End Date: \_\_\_\_\_

\_\_\_\_\_  
Unit Owner Signature

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

\_\_\_\_\_  
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 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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature