



ARCHITECTURAL MODIFICATION APPLICATION FORM

TO BE REVISED BY BUILDING ENGINEER AND APPOINTED DIRECTORS

DATE: _____

Unit #: _____

UNIT OWNER (APPLICANT): _____

TELEPHONE #: _____ or _____

TYPE OF MODIFICATION BEING REQUESTED (Please describe in detail. Include material, color, size/dimensions or areas involved.): *Please refer to Declaration of Condominium Section 9 (Page 10).*

This Section For Office Use Only

Application revised by the community engineer

APPLICATION APPROVED

☐

APPLICATION DENIED

☐

X _____ Date: _____

If application is denied then please provide the reason for denial:



ARCHITECTURAL MODIFICATION APPLICATION FORM

DATE: _____

Unit #: _____

UNIT OWNER (APPLICANT): _____

TELEPHONE #: (HOME) _____ (CEL.) _____

TYPE OF MODIFICATION BEING REQUESTED (Please describe in detail. Include material, color, size/dimensions or areas involved.): *Please refer to Declaration of Condominium Section 9 (Page 10).*

ARCHITECT'S PLANS & DRAWINGS AND/OR MATERIAL SPECIFICATIONS MUST BE ATTACHED BEFORE APPLICATION WILL BE CONSIDERED, AS WELL AS COPIES OF CONTRACTORS' CURRENT CERTIFICATE OF INSURANCE (INCLUDING VILLAGE BY THE BAY AS ADDITIONAL INSURED) AND LICENSE. UPON ASSOCIATION APPROVAL, BUILDING PERMITS FROM CITY OF AVENTURA AND MIAMI-DADE COUNTY (IF APPLICABLE), MUST BE PROVIDED PRIOR TO COMMENCING WORK

I / We hereby make application to Village by the Bay 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.

Upgrades that alter the exterior appearance of the building are strictly prohibited.

Window upgrades for example, must match the look and be substantially similar to the style, type, functional design and color of the original windows. Specifically, the window glass must be clear, open in the same direction, and bear a similar colonial grid design as the original windows. Violations will be considered detraction to the building architectural design and owners will be solely liable for any applicable fines and the replacement of any upgrades that do not meet the approved guidelines. If you have any questions regarding this, please make sure you consult the property manager.



As per the condominium documents, Section 9: The Board shall have the obligation to answer in writing any request from a unit owner for an alteration within thirty days. All contractors are responsible for removal of debris as a result of improvements. Upon approval, remember to schedule with the Management office in advance for the installation date(s).

Applicant: _____ Date: _____

Applicant _____ Date: _____

This Section for Office Use Only

BOARD DIRECTORS

APPLICATION APPROVED

☐

APPLICATION DENIED

☐

X _____ Date: _____

APPLICATION APPROVED

☐

APPLICATION DENIED

☐

X _____ Date: _____



ARCHITECTURAL MODIFICATION APPLICATION

WORK PERFORMED _____ **UNIT** _____

- _____ Contractor Rules and Regulations
- _____ Architectural Modification Form
- _____ Unit Access Authorization Form
- _____ Unit Construction Inspection Form
- _____ Security Deposit Request Form
- _____ Release, Hold Harmless & Indemnification Form

Items to be submitted with Application

- _____ Certificate of Liability Insurance with \$1,000,000.00 General Liability naming Village by the Bay as an additional insured and Certificate Holder (see example herein).
- _____ Copy of the current business license
- _____ Sample of soundproofing and specification sheet for flooring
- _____ \$500.00 deposit, check only, refunded only if in compliance with building rules and regulations. Check should be made payable to: Village by the Bay Condominium Association, Inc. **No exceptions!**
- _____ City Permit (required for flooring, plumbing and electrical work)

Incomplete applications will not be accepted.



ALL CONTRACTORS MUST BE LICENSED AND INSURED

Contractor Rules & Regulations

Welcome to Village by the Bay! We are pleased that your company has been selected to work in unit #_____. It is our priority to facilitate a smooth delivery of your services to our resident. To ensure a seamless transaction and guarantee a most pleasant experience for all, it's important that all contractors comply with the regulations listed below.

1. Contractors are permitted to work in the community during the following hours: Monday – Friday, 8am – 6pm and Saturday from 9am -6pm. **NO WORK IS PERMITTED ON SUNDAYS AND HOLIDAYS.**
2. The Association does not permit contractors to reserve elevators for work. Elevators are used on a “first come, first serve” basis.
3. All contractors must be licensed and insured. Your certificate must be provided with the application (See specifications on checklist and page #12).
4. A separate certificate of liability insurance must be submitted for EACH UNIT you work in.
5. A \$500 deposit check, made payable to Village by the Bay Condominium, is required from all Unit Owners frothier contractors, NO EXCEPTIONS. This covers damages to the common areas (elevators, trash chutes, hallways, etc.). Money orders and cash will not be accepted.
6. Approval letters are issued once all required documentation and the security deposit are received by the Management Office.
7. All questions regarding construction work must be director to Chief Engineer Franklyn Rodriguez.
8. Contractors must sign the Release, Indemnification & Hold Harmless where indicated, on page #8.
9. Permits are required for flooring, plumbing, electrical work, and demolition. For more information, please see the City of Aventura Requirements fact sheet on page #4, or call the City of Aventura directly at (305) 466-8937.
10. Contractors are required to register with security each day you enter and receive a pass.
11. Any contractor NOT listed on the UNIT AUTHORIZATION FORM, found in this application, will be denied access, including subcontractors.
12. Neither the Management Office, nor maintenance staff will provide Unit access for the hired contractors. The Unit Owner must provide the key or be present during the work.
13. Contractors must park in designated visitor parking areas. Vehicles are not permitted to be left in other areas.



14. Once the work is completed, contractors must come to the Management Office to make an appointment with Maintenance for an inspection.
15. All underlayment must yield a Field Impact Insulation Class rating of 54 or higher when tested in accordance with the American Society of Testing Materials Designation E-100-84) ("Field Measurement
16. of tapping machine impact sound transmission through floor – ceiling assemblies and associated support structures")
 - a. If tile or porcelain type flooring will be installed in the bedrooms, double soundproofing MUST be installed within the area before the installation of the hard material.
 - b. The Unit Owner or resident of any unit located immediately below a unit having
17. Cutting tile or other materials on the balconies/patios is strictly prohibited.
18. If you are using a wet saw, you must do so in the unit bathtub.
19. Absolutely no refuse, water, or debris is permitted to be left in the hallways, stairwells, or any other common area of the property. You may not dispose of any liquids in the street, on sidewalks, or common areas, nor are you permitted to use exterior water sources.
20. No refuse, supplies, or bulk items are permitted to be left or dumped on the property or in the recycling or trash dumpsters.
21. All work must be completed inside the unit: no work is to be done in hallways, stairwells, or balconies/patios. Violation of these rules will result in a fine of \$100.00 per day until remedied.
22. Unit doors must remain closed while the work is being completed. If the fire alarm is triggered due to excessive dust/smoke/debris entering the hallway, you will be charged the \$250.00 passed down from the City of Aventura Fire Department.

I _____, have read, understand, and agree to the above.

Signature _____

Date _____

Company _____

Contact Person _____

Unit # _____



ARCHITECTURAL MODIFICATION APPLICATION FORM

Date: _____ Unit #: _____

UNIT OWNER (Applicant): _____ TELEPHONE #: _____

TYPE OF MODIFICATION REQUESTED (Please specify in detail including, materials, colors, dimensions, etc.):

I/WE UNDERSTAND AND ACKNOWLEDGE THAT APPROVAL OF THIS REQUEST MUST BE GRANTED PRIOR TO COMMENCING WORK. I/ WE ALSO UNDERSTAND THAT SHOULD WORK COMMENCE WITHOUT AFORMENTIONED APPROVAL, THE ASSOCIATION MAY FORCE THE REMOVAL OF THE MODIFICATION AND IMPOSE A FINE OF \$100 PER DAY UNTIL THE COMPLETED APPLICATION IS RECEIVED, OR THE UNIT IS RETURNED TO ITS ORIGINAL FORM.

****As per the Condominium Declaration, Section 9, The Board shall have the obligation to answer in writing any request from a Unit Owner for an alteration within thirty (30 days). All contractors are responsible for removal of debris as a result of improvements. Upon arrival, remember to schedule with the Management Office in advance for the installation date(s).***

Applicant: _____ Date: _____

Applicant: _____ Date: _____



REQUEST FOR CONSTRUCTION DEPOSIT REFUND

I, _____, Unit Owner of _____, hereby request the refund of my deposit provided for the construction work performed in my unit.

Unit Owner Name Signature Date

Office Representative Signature Date

Check #: _____ Date Returned: _____



RELEASE, HOLD HARMLESS & INDEMNIFICATION

KNOW ALL MEN BY THESE PRESENTS: That _____ (**Owner Name**), for and consideration, received from **VILLAGE BY THE BAY CONDOMINIUM ASSOCIATION, INC. ("VBTB")** the receipt and sufficiency of which is hereby acknowledged

(Wherever used herein the terms " _____ (**Owner Name**)" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors, assigns, partners, directors, officers, employees and agents of an entity, wherever the context so admits or requires.)

HEREBY remises, releases, acquits, satisfies and forever discharges VILLAGE BY THE BAY CONDOMINIUM ASSOCIATION INC. and its successors, affiliates, partners and their respective officers, members, directors, employees, representatives, agents, successors, assigns, affiliates or parent companies, and each of their present or former officers, agents, employees, including, but not limited to owners, directors, attorneys, insurers or sureties (collectively "RELEASEES") of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues. Sums of money, accounts, reckonings, bonds, bills, specialties, covenants, warranties, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, known or unknown, mature or unmatured, fixed, conditional or contingent in law or in equity, against the RELEASEES which or any personal representative, successor, heir or assign of _____ (**Contractor**) ever had, now have, hereafter can, shall or may have, against the RELEASEES, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world, to the day of these presents, and future causes of action that have not yet accrued, for the relief sought, or from all those claims that were or might have been asserted regarding and/or relating to the relief sought, or from all those claims that were, or might have been asserted, or may be asserted in the future in relation to any and all acts or work performed by _____ (**Contractor**) at Village by the Bay and Unit # _____.

To the fullest extent permitted by law, _____ (**Owner Name**) shall indemnify and hold harmless VILLAGE BY THE BAY CONDOMINIUM ASSOCIATION INC. and its members, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees caused by _____ (**Contractor**) or arising out of or resulting from performance of its Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) is caused in whole, or in part, by virtue of any act or omissions, whether negligent or intentional, including violations of any duty imposed by Statute or ordinance or regulations, by _____ (**Contractor**), anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. In any and all claims against ASSOCIATION or any of its members, agents or employees by any employee of _____ (**Contractor**), or anyone for whose acts may be liable, the indemnification under this Paragraph shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for _____ (**Contractor**) under Workman's Compensation Acts, disability benefit acts or other employee benefit acts.



IN WITNESS WHEREOF, I have set my hand and seal this ____ day of _____, 20____.

Signed, sealed and delivered in presence of: _____ **(Contractor Signature)**

By: _____ **(Print Contractor Name)**

Owner(s) Signature _____

Print Name Owner(s) _____

State of Florida
County of Miami Dade

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.

Name: _____

My Commission Expires: _____

Commission Number _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Company A 111 Main Street Miami, FL 33180	CONTACT NAME: John Smith PHONE (A/C, No, Ext): 305-305-1305 FAX (A/C, No): 786-786-1786 E-MAIL: johnsmith@abccompanyinsured.com
INSURED ABC Company Insured 123 Sesame Street North Miami Beach, FL 33160	INSURER(S) AFFORDING COVERAGE INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 123456789000 REVISION NUMBER: 9876543210

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	X	XXX-XXXXXXX	01/01/2020	01/01/2021	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS HIRED AUTOS ☐ NON-OWNED AUTOS	X	XX-XXXXXXX	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$	X	XXXXXXX	01/01/2020	01/01/2021	EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC XXXXXX	01/01/2020	01/01/2020	WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is an Additional Insured with respect to General Liability, Auto & Umbrell Liability for the following work being performed at the Association.

CERTIFICATE HOLDER Village by the Bay Condominium 3285 NE 184th Street Aventura, FL 33160	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Signature
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Architectural Application Refund Request:

1. Request is made by the unit owner and/or contractor.
2. Upon request, schedule Maintenance to inspect the unit to ensure that the project was completed as per the original application.
3. Once inspection is completed, Maintenance should sign and date the final inspection. * Please see the attached example.
4. If there are no issues, then the check may be returned. The check should only be returned to the issuer. A copy of the check should be made and the issuer should sign and date the copy, at the time that the check is returned. * Please see the attached example.
5. All refunds should be processed as listed above. If there are any questions, please ask the Manager.

3285 NE 184th Street
Aventura, FL 33160
Phone: (305) 935-4472 Fax:
(305) 935-4122