



## ARCHITECTURAL MODIFICATION FORM CHECKLIST

- Receipt of signed Unit Owner Authorization
- Receipt of signed and notarized Contractor Acknowledgement
- Receipt of completed and signed Architectural Modification Form.
- Receipt of Contractor's impact fee equals to 1% of the job total with a minimum of \$250 and a maximum of \$5,000. (Job contract or Estimate must be submitted as well)
- If remodel costs more than \$100,000 new Fire Sprinkler Heads & RC Connectors must be Installed
- Receipt of Hard Surface Flooring Sound Control Installation Application, if applicable
- Receipt of Hard Surface Flooring Sound Control Installation Acknowledgement Affidavit
- 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

Completed By: \_\_\_\_\_

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

Approved/Denied: \_\_\_\_\_



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 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. **I further understand and agree that the contractor will be subject to a parking fee of \$5.00 per day per vehicle and a weekly fee of \$25 per week for common area floor protection. In addition, the contractor must place an elevator security deposit of \$1,000.00 which shall be used to repair any and all damages to the elevator, which are caused by the contractor or any of its personnel, sub-contractor or delivery companies. I further understand and agree that all demolition work will be completed within 10 business days or I will have to pay a fine of \$100 per day for each day of delay.**

\_\_\_\_\_  
Unit Owner Signature(s):

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

\_\_\_\_\_  
Print Name(s).



ARCHITECTURAL MODIFICATION FORM CONTRACTOR ACKNOWLEDGEMENT

The undersigned contractor(s) which shall be performing work on Unit \_\_\_\_\_ hereby agrees as a condition of entry to The Pinnacle Condominium Association, Inc, a Condominium Property 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:

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

STATE OF FLORIDA

Date.

MIAMI-DADE COUNTY

The foregoing instrument was acknowledged before me this \_ day of \_ \_\_\_\_\_, 20\_\_  
; by \_\_\_\_\_ 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





HARD SURFACE FLOORING & SOUND CONTROL

INSTALLATION APPLICATION

Unit No.: \_\_\_\_\_

Unit Owner Name. \_\_\_\_\_

Telephone: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Co Name. \_\_\_\_\_

Contractor Address: \_\_\_\_\_

Contractor Phone: \_\_\_\_\_

Flooring Tile Description \_\_\_\_\_

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

Soundproofing Underlayment Type: \_\_\_\_\_

**NOTE: THE ASSOCIATION DOES NOT ALLOW TILE CUTTING IN BALCONIES OR TERRACES**

5TC RATING, Minimum 52 ITC RATING: Minimum 52

*\*\*STC and ITC 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,

I/WE hereby give this application to The Pinnacle 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.



HARD SURFACE FLOORING & SOUND CONTROL INSTALLATION  
ACKNOWLEDGEMENT AFFIDAVIT

STATE OF FLORIDA

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 The Pinnacle Condominium Association, Inc., according to the Declaration of Condominium thereof, as recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_ of the Public Records of Miami-Dade, Florida (the "Unit").
2. The Contractor's Representative is \_\_\_\_\_, who is the \_\_\_\_\_ 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 The Pinnacle Condominium Association, (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 promulgated by the City of Sunny Isles Beach 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 52 (without a suspended ceiling) and an Impact Isolation Classification ("IIC") rating of 52 (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 derail 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 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. Such wall-to-deck joints shall also incorporate a surface-mounted corrosion resistant sheet metal closure angle affixed to the bare concrete slab and exposed [IFS exterior wall prior to installation of the covering. The vertical leg of the closure angle is not required to extend beyond the top of the covering. The covering shall also be installed with an appropriate pitch at each location on the balcony so as to prevent ponding water and the finished floor shall slope away from the EIFS/ 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 52 and/or an IIC rating of 52 (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 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, casts 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: \_\_\_\_\_

Unit Number: \_\_\_\_\_

STATE OF FLORIDA )

SS:

MIAMI-DADE COUNTY )

The foregoing instrument was acknowledged before me this \_ day of \_\_\_\_\_ 2 0 \_ \_ ,

by, \_\_\_\_\_, who is 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

REPRESENTATIVE OF CONTRACTOR:

STATE OF FLORIDA )

SS:

MIAMI-DADE COUNTY )

The foregoing instrument was acknowledged before me this \_ day of \_\_\_\_\_ 2 0 \_ \_ ,

by, \_\_\_\_\_, who is 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





OWNER 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 No, \_(the "Unit") located at the Property at 17555 Collin Avenue, Sunny Isles, Florida 33160.

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 \$2,000,000 and naming Association(s) and Management Company, as additional named insured; a current certificate of Workers Compensation Insurance with limits of at least \$500,000 and 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(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,

**OWNER RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**  
(continued)

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

\_\_\_\_\_  
Unit Owner Signature(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name(s)

STATE OF FLORIDA

MIAMI-DADE  
COUNTY

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name

### ATTENTION CONTRACTORS & VENDORS

Any contractors and/or vendors performing work in or on Association property and/or in a Condominium Unit (e.g. - decorators, flooring companies, etc.) must comply with and provide the following to General Manager:

1. Contractor's impact fee equals to 1% of the job total with a minimum of \$250 and a maximum of \$5,000. (Job contract or Estimate must be submitted as well).
2. Provide copy of pertinent licenses;
3. A current copy of each of the following must be on file with the Management Office, prior to the contractor commencing work. Email insurance to [Receiving@Pinnacle-Condo.com](mailto:Receiving@Pinnacle-Condo.com) & [Assistant@Pinnacle-Condo.com](mailto:Assistant@Pinnacle-Condo.com).
  - a. Current Certificate of Insurance for General Liability Insurance with limits of at least \$1,000,000 naming the Association as Additional Named Insured and Certificate Holder.
    - i. Certificate Holder should read as The Pinnacle Condominium Association, Inc 17555 Collins Avenue, Sunny Isles, and Florida 33160.
    - ii. Additional Insured must be confirmed via endorsement,
  - b. Current Certificate of Applicable Worker's Compensation with limits of at least \$500,000 naming the Association as Certificate Holder.

Certificate Holder should read as: The Pinnacle Condominium Association, Inc 17555 Collins Avenue, Sunny Isles, and Florida 33160.

    - ii. Worker's Compensation exemptions will not be accepted.
4. Unit Access Authorization Forms signed by the resident must be filed prior to commencing work. Written and signed authorization is provided by the Resident to Management.
5. Architectural Modification Application Form with signed and approved plans, if applicable. This form may be requested from the Pinnacle's onsite Management Office,
6. If applicable, provide any and all permits prior to commencement of any work.
7. All contractors and vendors contracted by the Association and or unit owner must maintain current and up-to-date copies of the documentation outlined herein for the entire duration of the Agreement and/or Contract, and all renewals must be furnished to the Association immediately upon contractor or vendors receipt;
8. No contractor or vendor may have access to the property or unit for the purposes of performing work without prior submittal of these documents to the Management Office. These documents may be hand delivered to the Pinnacle's onsite Management Office, or via facsimile to: (305) 932-6345, or via email: [assistant@pinnacle-condo.com](mailto:assistant@pinnacle-condo.com).
9. In addition to the above required documents, all contractors and vendors must adhere to a strict dress code. Details will be provided upon request of the Architectural Modification Application Form.
10. TITLE CUTTING IN BALCONIES OR TERRACES IS NOT ALLOWED BY THE ASSOCIATION.
11. **Contractor will be subject to a parking fee of \$5.00 per day per vehicle and a weekly fee of \$25 per week for common area floor protection. In addition, the contractor must place an elevator security deposit of \$1,000.00 which shall be used to repair any and all damages to the elevator, which are caused by the contractor or any of its personnel, sub-contractor or delivery companies. All demolition work must be completed within 10 business days or a daily fine of \$100 per day will be imposed for each day the contractor is delayed in completing the demolition work.**

Thank you in advance for your cooperation. Should you have any questions or concerns, please do not hesitate to contact the Pinnacle's onsite Management Office at: (305) 932-7001 ext.202 (Assist. Prop. Manager) or ext. 207 (Receiving).