

# TIVOLI TRACE CONDOMINIUM ASSOCIATION, INC. GENERAL ARCHITECTURAL CHANGE APPLICATION

(approved when signed by all parties)  
Rev. 3, 07-01-2022

## 1. *Definitions:*

“Installation or Change” shall mean any device, installation, equipment or appliance, permanent, and affixed or attached to the exterior of the building or within the interior of a unit may be approved by the Board in accordance with these terms and conditions and the Rules and Regulations as provided in the Association’s Governing Documents, and herein. All requested changes must have this application and all required City of Deerfield Beach forms.

“Hurricane Impact Glass” and “Hurricane Shutters” shall mean any device, installation, equipment or appliance, permanent, and affixed or attached to the exterior of a building, used, as its main purpose, as protection against hurricane force winds including tornado. Hurricane Impact Glass installations are prohibited, except as same may be approved by the Board in accordance with these terms and conditions and the Rules and Regulations as provided in the Association’s Governing Documents, and herein.

“Screened Enclosure” shall mean any device, installation, equipment or appliance, whether permanent or temporary, affixed or attached in any manner to any portion of the exterior of a building, used, either directly or indirectly, as its main purpose or incidental to its main purpose, as protection against bugs and insects, or as a sunscreen to reduce the concentration of the sun’s rays. Screened Enclosures are prohibited, except as same may be approved by the Board in accordance with these terms and conditions and the Rules and Regulations as provided in the Association’s Governing Documents.

## 2. *What May or May Not be Changed, Modified, or installed in Unit or on Building*

### What May be Changed

As explained previously to all new owners in the new owner/resident interview, and to reiterate here, per the Associations Governing Documents, the Associations policy is that unit owners may not make any alterations to the footprint of a unit, unless an exception is made via Request for Architectural Change (RAC), and which usually require Permits from the City of Deerfield Beach.

- a. **Hurricane Shutters.** A unit owner may install Hurricane Shutters or Hurricane Safety Windows (City Permit required)
- b. **Entry Security/Screen Door.** A unit owner may install a screen door outside your unit entry door. (permit not required, but must be bronze or black color)
- c. **Screened Patio Enclosure.** A unit owner may install, repair/replace a screen patio enclosure. (City Permit required)
- d. **Kitchen, Living Room, Hallway, and Bedroom Overhead Lighting or Ceiling Fans.** On second floor, a unit owner may install ceiling fans, track lighting, or flat panel LED lighting, however, attached to ceiling rafters. On first floor, the wiring for such cannot be routed or gouged into the concrete ceiling slab, and no screws may be drilled into the concrete. Owners must use Ghost wire (or equivalent) flat conduit which is cemented to the surface of ceiling. The concrete slabs contain prestressed post-tension cables which can snap if drilled into with longer screws, or of if a channel is gouged into the slab for wiring. (City Permit required for any wiring). No alteration or work of any kind may be performed on the ceiling concrete slab.

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- e. **Flooring throughout Unit.** A unit owner may install floor tile, or wood/simulated/vinyl flooring, bedrooms, hallway, kitchen, living room. The second floor requires sound deadening underlayment (City Permit required).
- f. **Master Bath Modifications.** A unit owner may install a walk-in shower, replacement of the bathtub, or may cover the bathtub with a “bath-fitter” plastic shell, Install/repair wall tile, install/repair floor tile, replace the toilet, install/repair sink, provided that:
  - i. Owner does not change the location of the drain in the concrete by cutting the concrete and re-routing the pipes within the concrete.
  - ii. Owner does not change the location of the hot, cold, and shower head, H/C diverter, piping into the wall.
  - iii. Owner does not change the location of sink hot, cold, and drainage piping through the wall.
  - iv. New porcelain/sink fixtures must meet code requirements when installed (permit required).
  - v. **For any approved changes to the Master Bath, polyurethane plumbing and fittings must be replaced with copper pipe by a licensed plumber.**
- g. **Guest Bathroom Modifications.** A unit owner may install wall tile or floor tiles. A unit owner may replace only bathtub (or refit with a bath-fitter shell), toilet bowl, and sink & cabinet, provided that the location of hot, cold, shower head, H/C Diverter, and drainage piping in concrete floor and walls does not change (City Permit may be required). Note: Only the Master bath may have a walk-in shower. **For any approved changes to the Guest Bath, polybutylene plumbing, and fittings must be replaced with copper pipe by a licensed plumber.**
- h. **Bath Electrical fixtures.** The Board of Directors may approve the replacement of the wall lighting fixtures in bathrooms; however, a unit owner **MAY NOT** remove or reroute the existing wiring. Wiring for and overhead LED type flush mount lighting fixture may be run from the wall fixture into the drop ceiling, as long as it is done to code (City Permit required).
- i. **Bathroom Exhaust Fans.** The Board of Directors Approves the replacement of exhaust fans (may not be removed but may be replaced). A code upgrade of wiring to the breaker panel may be required. Check with the Building Dept of Deerfield Beach (A City Permit is required for any electrical work).
- j. **Kitchen Cabinets.** The Board of Directors may approve the addition/extension of kitchen cabinets, or replacement of kitchen cabinets (City Permit required).
- k. **Stove Wiring.** Relocation of Stove Wiring may be made on kitchen wall only.
- l. **Water Heater.** The Board of Directors may approve the removal and replacement of the water heater (City Permit required). Repair to an existing unit is allowed, however a City Permit is required if heater element/wiring is replaced (electrical inspection required). An Architectural Change Request is not required.
- m. **Pop-Corn Ceilings.** The Board of Directors may approve the removal of popcorn from the ceilings and repaint (no permit needed).
- n. **Air Handler/Compressor Unit.** A unit owner may remove and replace A/C air handler and Compressor unit on flatroof (City Permit is required). These units are the unit owner’s property and responsibility to maintain. Note: City permit also required if a Motor or the Compressor is replaced (electrical inspection). An Architectural Change Request is not required.
- o. **Installation of ceiling Tiles.** The Board of Directors may Approve ceiling tiles only if they are cemented/adhered to the concrete. The Board of Directors will **NOT APPROVE** the installation of wood or metal firing strips drilled/screwed into the concrete for the purpose of mounting ceiling tiles. No drilling may be done into the concrete slab which may compromise the integrity of the concrete slab or snap post-tension cables which lie close to the surface of the slab. **This is not negotiable.**

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- p. **Replacement of Polybutylene plumbing.** The Board of Directors Approves and highly recommends the replacement of polybutylene plumbing and fittings, in kitchen and baths, which provide hot / cold water delivery. This plumbing is prone to leaks and was the subject of a Class Action suit against Shell Oil in 1988, the manufacturer of this plumbing. It should be replaced by copper pipe and copper fittings.
- q. **Replacement of Kitchen Appliances.** The Board of directors generally approves the replacement of kitchen appliances which are of like kind and quality, "as-built", for residential use only. Appliances for commercial use which are oversized and extremely heavy are not approved. Gas Appliances and gas grilles for indoor-use are not approved. An architectural Change Requests is not required to replace appliances.
- r. **Replacement of Kitchen Cabinets/Sink/Counter-top.** The Board of Directors generally approves the replacement of kitchen cabinets, and extension/additional cabinetry, however, an Architectural Change Request must be submitted to the board for approval with architects' drawings for the requested changes. All such changes also require City of Deerfield Permits.
- s. **Paint.** You may paint and patch in your unit without approval.

### What May Not Be Changed, Installed, or Modified

1. **Walls.** Unit owners cannot remove or add any walls within a unit, except for extension of kitchen half wall.  
**Concrete.** Unit owners cannot make any alterations to the concrete block walls, or concrete floor or ceilings. This means you cannot remove or relocate any plumbing which is sub-floor by chipping into the concrete slab or remove or relocate any water service plumbing to sinks, or drainage for sinks or washer and dryer by chipping into concrete block wall and moving the locations of this plumbing in the concrete block walls or creating any plumbing to run exterior to your unit. No owner or resident may drill into any foundation slab or gouge any path for plumbing, electrical, or otherwise, **at Any time for any reason. No such request will be approved by the Board of Directors. Any such work discovered will be legally challenged by the Board and reparations will be made at the owners expense.**
2. **Patio Surface.** Tile or carpet cannot be placed on the patio concrete. This surface must remain uncovered for water evaporation and drainage.
3. **Fixtures.** Outdoor fixtures cannot be replaced. The Association replaces these if needed. You cannot make or create any wiring to any fixture outside of your unit.
4. **Outside Painting.** You cannot paint outside your unit, any concrete, walls, unit door exterior. This includes the patio walls.
5. **Outside Walls & Ceiling.** You cannot attach or drill any hooks or fasteners into any concrete or stucco surface, i.e. to attach plywood or any ornament.
6. **Easement.** You cannot make any change to any common service easement to your unit.
7. **TV Dish.** You cannot mount any TV dish outside of a unit or on a breezeway roof or route any wiring through exterior walls or window jams. You can mount a dish in concrete in a 5 gallon bucket and place it on your patio, but the wiring must be routed through the door opening.

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## 3. *Submitting this Application*

Any of the Above Changes Require this Architectural Change Request to the Board of Directors and Permits Unless Stated Otherwise, not less than thirty (30) days prior to the proposed installation or change, to the Board or Property Manager.

For any work requiring a Permit, the unit owner must submit a City of Deerfield Beach Permit Application to the Building Department. As requirements may change from time to time, we suggest that unit owners first visit or call the City of Deerfield Beach Building Department to understand which permits are required for the work to be done. For approved changes, any plumbing or electrical changes must remain visible and exposed for inspection by the City of Deerfield Beach inspector before any covering or drywall is installed.

Unit owners also must engage only State Licensed contractors, who have the required liability and Workman's Comp Insurance. Please be advised, if a General Contractor is to be engaged, any Sub-contractors must also be Licensed and Insured. We do not want people working in these units who do not know what they are doing, i.e., do not know the building codes.

If approved by the Board of Directors, the Association may need to retain a Professional Civil Engineer for an assessment of safety or soundness of design. Such shall require a specification/drawing of exactly where any such changes are to be made by a licensed builder/architect and shall be provided by the unit owner. All professional engineering fees that may be required for investigation shall be paid by unit owner in advance.

A submitted application which does not contain the following information will be returned.

- a. Name and address of the person desiring the modification or change.
- b. Unit number for which the change, modification, or installation shall be made.
- c. Pro-Forma Invoice from the Contractor of the Hurricane Impact Glass, containing the Contractor's name, address, and telephone number, and estimate of the cost of installation, and names of any Sub-Contractors that the Contractor will use for the installation.
- d. The detail Specifications for the installation, change or modification.
  - 1) Proposed type
  - 2) Style, brand, color
  - 3) Material
  - 4) Manufacturer's Statement of Warranty
  - 5) Manufacturer's Instructions for Installation
  - 6) Engineering Drawings and Specifications (if applicable)
  - 7) Installation or mounting detail drawings
- e. Occupational License and Certificate of Competency of the proposed contractor (and, if applicable, the subcontractor),
- f. Accord Insurance Certificate for General Liability and Workman's Compensation, showing Tivoli Trace as a Named Insured, for the contractor and any subcontractors. All insurance policies shall contain a clause requiring thirty (30) days prior notification to the Association in the event such policy is to be cancelled, terminated or modified in any manner. No Contractor or proposed change shall be approved, unless and until the policies or certificates of insurance are received by the Board.
- g. Testing & Agency Certifications. If Hurricane Shutters or Impact windows or doors are being installed, it shall be determined by a Florida licensed engineer or architect that the Shutters or Impact Glass is capable

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of resisting the wind loads without structural failure. If such Engineer Certification shall be provided by the Manufacture, then it shall be so noted by an architects and engineers seal on the Manufacturers drawings that Certification by the State of Florida has been attained and that all required wind load and impact testing for certification has been satisfactorily passed. The owner must submit a State of Florida wind-load and Impact testing Certification, Notice of Acceptance, (NOA), or Dept of Business and Professional Regulation DBPR Certification.

- h. If there are any Association Professional Engineering fees for review of the plans, then a check made payable to the Association for those fees.
- i. Permit and Notice of Commencement Recording Fees, for the unit to which the proposed changes shall be made, shall be paid by the owner of the unit to the City of Deerfield and be recorded at Broward County Public Records.
- j. This signed application and any drawings or specifications provided by the Unit Owner to the Association, upon approval, must be presented to the City of Deerfield Beach Building Department when applying for and obtaining the permit. The Building Department must place its time stamp upon this agreement and all drawings and specifications when approving the permit application, to validate its receipt of such documents. No work shall begin until these requirements are met. (Note: no agent or representative may sign for the Unit Owner, unless the Association is provided with a written power of attorney, signed by the Unit Owner, granting the authority to that agent or representative sign for the Unit Owner in all matters and for all circumstances relating to the Tivoli Trace Condominium Association Inc.
- k. The Association shall not be required to approve any requests, unless and until the person requesting the change thereof has fully and completely complied with each and every provision of this Agreement.

### ***4. Review of Submitted Application Request & Supporting Documents***

Per the Associations Governing Documents, Declaration of Condominium, the Board of Directors shall approve or disapprove, at its sole discretion, all requests for architectural change to determine complicity and soundness of design including all supporting documentation. Any installation, change, or modification to the thereof, shall conform, in all respects, to the provisions of the Associations Governing Documents, and to the State Minimum Building Codes and the of the governmental agencies having jurisdiction for installation in the condominium, i.e., all State Compliance Testing and which may be required. The minimal and general requirements adopted by the Association, which shall be applicable to and binding upon all installations, change, or modifications, must be attached hereto as Exhibit A. Any dimensions provided in the illustrations, here to supplied by the Association, are for reference only, and to provide information on the architectural form and footprint of the unit.

Upon approval by the Association and prior to the commencement of the proposed change, the person requesting the change, shall apply for and obtain a Building Permit from the governmental agency having jurisdiction over the proposed change and building codes. No change shall be made, unless and until the Building Permit is delivered to the Board and posted on the property as required by law. Generally, this agency is the City of Deerfield Beach, Building Department. No device shall be permitted by the City of Deerfield Beach or approved, unless and until it shall be determined by a Florida licensed engineer or architect, by written certification, that the device or change is compliant with all state and county building codes for structure and is not subject to structural failure. If such Engineer Certification shall be provided by the Manufacture, then it shall be so noted by an architects and engineers seal on the Manufacturers drawings, providing that Certification by the State of Florida has been attained and that all required conditions and have been satisfactorily passed.

The Board may require the Association's Engineer to review the documentation supplied pursuant to the paragraph above, to determine whether the proposed changes conform to these Terms and Conditions and/or the applicable building codes, and that the proper State of Florida Certifications are obtained and are valid if applicable. The party requesting the installation, change, or modification shall pay to the Association the actual cost of such Engineer's review. at least, seven (7) days prior to the Engineer's review. Failure to pay the cost for the Engineer's review within thirty (30) days subsequent to the Board's

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written notice of the date of the review, shall be deemed a withdrawal and cancellation of the request and the Board shall be relieved from the requirement to approve or disapprove the proposed installation, and the requested installation, change, or modification shall not be commenced; provided, however, that nothing shall prohibit the person submitting the original request for installation from submitting another such request in conformity with these Terms and Conditions.

### ***5. Approval or Denial of Application***

Within thirty (30) days subsequent to receipt of the written request and accompanying documentation, or 30 days subsequent to receipt of payment for the Engineer's review, which ever shall occur last, pursuant to paragraphs 1 and 2 above, the Board shall either approve or disapprove the proposed request subject to extension or relief thereof, for good cause, and upon notice to the applicant, the Board may extend the time in which to approve or disapprove the proposed request for a reasonable time, not to exceed an additional thirty (30) days (i.e., 60 days from date of receipt of written request). Good cause may include, but shall not be limited to, new products not heretofore marketed in the area, unique, unusual or different installation methods, and the Engineer's inability to review the documentation timely. Failure of the Board to disapprove the proposed installation within the specified time shall be deemed an approval of the proposed installation, except as otherwise specifically provided in these Terms and Conditions. a) The Board shall send written notice to the person who submitted the request advising whether the request was approved or disapproved. b) In the event the Board shall disapprove the proposed request, the notice shall state the basis for the disapproval. Without limiting the basis upon which the Board may disapprove a proposed request, disapproval may be founded upon purely aesthetic reasons, in the sole and exclusive discretion of the Board.

### ***6. Commencement***

In the event the Board approves the proposed change, construction shall commence within thirty (30) days subsequent to the Board's written notice of approval and receipt of permits and filing of Notice of Commencement, provided however, that the time to commence construction may be extended for good cause pursuant to a written request therefore received by the Board prior to the expiration of the thirty (30) days. Proof of compliance with this requirement shall be given to the Association prior to commencement of the installation of proposed change and failure to do so shall be a basis for the Association to disapprove the request. The Association shall be named in the Notice of Commencement as an additional person to receive notices. Failure to commence construction within the specified time shall be deemed an abandonment of the request, a withdrawal of the request, a disapproval of the proposed change, and commencement shall be prohibited.

### ***7. Contractor Requirements***

No person (hereinafter Contractor) shall install, construct, affix, attach or place any Fixture, Device, Hurricane Impact Glass, or Hurricane Shutters upon the premises, unless such person is qualified to do so and holds an Occupational License to perform such installation from the governmental agencies having jurisdiction over such type of work and holds a Certificate of Competency from the State of Florida or Broward County.

In addition to the requirements of paragraph 1 above, no Contractor shall install, construct, affix, attach or place any device, fixture, hurricane glass, or shutter, upon the premises unless the Contractor shall obtain and maintain Public Liability insurance, including completed operations, in an amount not less than \$1,000,000.00, per occurrence, Workers' Compensation insurance to meet the requirements of law, and Automobile Liability insurance, including non-owned automobile coverage, in an amount not less than \$1,000,000.00, per occurrence. Notwithstanding any minimum amount requirements, no insurance coverage shall be less than the minimum amount required by law. Each such insurance policy shall, for the duration of the construction, name the Association and the person requesting the change.

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### ***8. Prior to Installation and after Permits are Received***

Once the requested installation, change, modification is approved by the Board of Directors, the installation may proceed after the Contractor has met with the board or Property Manager, if requested to do so, and after the City of Deerfield Beach Building Permit is delivered to the Board and posted on the property as required by law

The Association's Property Manager shall meet with the Contractor for an installation review to assure that the Contractor understands the requirements of the install. The Association's Property Manager shall retain the right to oversee the work and may stop work at any time it is believed that the work is not going according to plan or specifications or it is evidenced that there has been a deviation from the plan. Once the Association has approved the plans for the requested change and has ascertained that they are acceptable as far as meeting the Architectural Standard of the Community, no substitutions can be allowed thereafter. In no event, under such circumstances shall the Association be liable, to the Unit Owner or Contractor for any costs incurred by such delay, from the point of work stoppage to the point where remedy is attained, and work can again resume.

The Association's Property Manager will re-examine all documents to assure they are in good order; 1) Permit, with all required City of Deerfield Beach timestamps on the contract and Engineer's Drawings, 2) Notice of Commencement, 3) Insurance Certificates, 4) Contractor's Credentials, 5) This contract signed with all signatures and timestamp by the City of Deerfield Beach Building Dept. At this time, if required and at the sole discretion of the Board, the Association's Engineer may re-examine the documents to assure that there have been no changes, or validate any changes made.

The Contractor must agree before the work is commenced that he has all the components and materials, at the start of the job, to finish the job.

The Association's Board of Directors reserves the right to request to see a first off or one-off sample of any impact glass windows or shutters before the installation work is started and to assure that the finished job will look equivalent to the existing windows and doors, or shutters currently installed elsewhere on the property. If for example, the sample impact glass window is not the equivalent of the existing windows and doors, approval of installation may be rescinded by the Board of Directors. "Close Enough" will not be acceptable. The new impact glass windows or shutters must not be distinguishable from the other existing windows or shutters in the building elsewhere when looking from a distance.

### ***9. Once Work Begins***

The Associations Property Manager has the right, once commencement begins, to inspect the work in progress and to assure that the contractor is cleaning the premises as the work progresses and that contractor scrap materials are hauled off the premises and not deposited in or next to dumpsters.

**All work shall** be completed within thirty (30) days subsequent to commencement. Failure to complete construction within the specified time shall be deemed an abandonment of construction/installation and a withdrawal of the request for the proposed installation, the installation construction shall be prohibited, and the proposed change shall be deemed disapproved.

### ***10. Construction Lien Law.***

No work shall be approved, unless the installation thereof complies with the Construction Lien Law, Chapter 713, Florida Statutes, as same may be amended or renumbered from time to time. Notwithstanding any other provisions regarding the Unit Owner's rights and privileges to make any alterations, additions, improvements or repairs, each Unit Owner expressly acknowledges and agrees that the condominium property, other than the particular unit to which the work is performed, shall not be subject to liens for improvements, services, labor or materials made by or under the authority, express, implied or apparent, of the Unit Owner and the Unit Owner shall not have any authority to create any such liens upon the condominium property, other than his particular unit. In the event any labor, material, services or improvements are furnished to or on behalf of the Unit Owner for which any construction lien might otherwise be filed against the condominium property, other than the particular unit to which the Hurricane Impact Glass will be installed, the Unit Owner agrees to the following: a) To

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notify any contractor, laborer, or material manager that the condominium property, other than the particular unit, is not subject to a construction lien, b) To take appropriate action prior to the furnishing of any labor, service or material to assure that no construction lien shall be filed, c) To pay, when due, all sums of money which may be due any contractor, subcontractor, laborer or material manager; to cause any lien or purported lien to be fully discharged and released promptly upon receiving notice thereof; and to indemnify, defend and hold the Association harmless against all legal costs and charges, including attorney's fees, reasonably incurred in and about the discharging of the condominium property or any part thereof from any liens, judgments, encumbrances or costs, caused by the Unit Owner or anyone acting on the Unit Owner's behalf, whether suit be brought or not, d) To consent to the recording, in the Public Records of Broward County, of the language of this rule in any form permitted by law, and to execute when requested, any shortened or modified form of this rule showing, in substance, the provisions hereof, such that all persons who contract with the Unit Owner for the erection, installation, improvement, alteration, addition, repair or replacement of the condominium for a Hurricane Impact Glass will be charged with notice that they must look to the Unit Owner and the Unit Owner's condominium unit only to secure the payment for work performed or material or services furnished thereof.

### ***11. Safety***

The Unit Owner's contractor shall comply with all safety requirements to protect the property and well being of the residents for the community, which shall include posting of notices for commencement of work, cordoning off of areas, where debris is likely to fall, covering up with tarps any Association or resident personal property that may be within distance of falling or windborne dust or debris.

### ***12. Other Liability and Limitations Thereof***

a. The Owner of the unit to which proposed change shall be made shall be liable for any and all damage sustained by the Common Elements, during installation or during repairs, for Association property or the property of other Owners arising out of or concerning the construction, installation or maintenance of the Hurricane Impact Glass or Shutters, to include, but not limited to damage to stucco or paint on the building. .

b. Every person who has requested a change shall appoint an agent who, in the absence of the Owner or occupant of the unit, shall be authorized to gain entry into the unit for the purpose securing the premises in the event of emergency and to mitigate any damage following a hazard, or when needed. The name, address and telephone number of such agent shall be given to the Board or Manager. The Association shall not be under any obligation, nor does the Association assume any obligation, to the Unit Owner or occupant to contact the agent for any reason whatsoever, the purpose of such designation of such agent being solely for identification of the agent to permit the agent's entry onto the condominium property and into the unit. Notwithstanding the failure to appoint an agent, or the Unit Owner's or occupant's absence from the unit, the Unit Owner shall remain liable for any damage to any other unit, the common elements or Association property for failure to secure the premises, or remove any personal property from the unit or building at a time when such action would be deemed reasonable under the circumstances .

c. The Boards approval for installation does not constitute any validation of soundness, warranty, certification, and as such the Board shall not be liable for and shall be held harmless for any failure of any device installed or water intrusion upon the premises, or any other damages from events beyond the Associations control.

d. Over time, it is normal for a building to "settle" or "rack" out of square which may cause breakage of a glass pane. Expansion or contraction of building concrete or cinderblock, due to heat or cold, can exert pressure on an impact glass pane, also causing it to crack or shatter. If such events shall cause failure of any glass pane, the Association shall not be liable for and be shall be held harmless for the cost of repairs or replacement of such impact glass window or door components. This does not pertain to Hurricane Shutters

e. The Association shall not be liable at any time, and for any reason, for the costs of any repairs or replacements to any device which may be required due to wear and tear, or damage caused by accidental breakage.



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## 13. Remedies

Shall any changes be installed or made prior to Approval, and which subsequently results in disapproval by the Board of Directors, for any reason, this shall entitle the Association to remove such changes, or any portion thereof, or to bring legal action to force the removal thereof, or to force compliance with these Terms and Conditions. The Unit Owner shall be liable for the cost of any legal action required to force compliance with these Terms and Conditions, or for the costs associated with removal thereof, or for the costs associated with repairs or restoration to the common elements of the property, as a result of a denial, any legal action to enforce, or a subsequent removal of any installation or changes made. No contractor, subcontractor, laborer or material manager shall be permitted entry upon the condominium property, for purposes of actual installation, construction or delivery of materials, unless and until the proposed request has been approved by the Association. The Association may, in accordance with the fining authority and procedures set forth in the Association's Governing Documents, levy a fine against any person who fails to comply with these terms and conditions. Nothing in this Agreement shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.

## 14. Maintenance of Devices or Fixtures Installed

The Unit Owner shall be responsible to maintain any device or equipment in good repair. The Unit Owner shall be liable for any subsequent repairs or replacements to meet these conditions, regardless of cause of damage.

## 15. General Information for this Request

BUILDING \_\_\_\_\_ UNIT NUMBER \_\_\_\_\_ OWNERS EMAIL \_\_\_\_\_

PHONE \_\_\_\_\_ PHYSICAL ADDRESS: \_\_\_\_\_

DESCRIPTION OF REQUESTED CHANGE(S)

\_\_\_\_\_

CONTRACTOR \_\_\_\_\_  
(contractor who will install the glass or shutters, please print)

ADDRESS: \_\_\_\_\_ Phone: \_\_\_\_\_

SUBCONTRACTOR \_\_\_\_\_  
(if applicable)

ADDRESS: \_\_\_\_\_ Phone: \_\_\_\_\_

### Attached are Copies of:

- (a) Pro-Forma Invoice from the Contractor for the job, containing the Contractor's name, address, and telephone number, and estimate of the cost of materials and installation.
- (b) The Manufacturers Specification; 1) proposed type, 2) style, brand, 3) color, 4) material, 5)
- (c) Any required test agency certifications, i.e. State of Florida wind-load and Impact Certification NOA
- (d) Manufacturer's Statement of Warranty.
- (e) Manufacturer's Instructions for Installation, and proposed layout in unit or building.
- (f) Architect's and Florida Licensed Engineer's measured drawings for the product.
- (g) Occupational license and certificate of competency of the proposed contractor (and, if applicable, the subcontractor)
- (h) Accord Insurance certificate (s), Liability and Workman's Comp, of the proposed contractor and, if applicable, all Subcontractors.
- (i) Power of Attorney signed by the owner if an agent will be signing for the Owner.
- (j) Check payable to Tivoli Trace Condo Association to cover application fee and costs of Professional Engineering Services.
- (k) Uniform Permit Application
- (l) Notice of Commencement



# AGREEMENT FOR ARCHITECTURAL CHANGE

## Exhibit A

### General Requirements for Hurricane Impact Glass or Shutters

1. Hurricane Impact Glass must conform to the architectural standard for windows and doors in the community and must be of like kind, quality of materials, foot print, and format "as built" by Richbuilt Inc., the Developer,. See the attached illustrations. Hurricane Shutters must conform to the Architectural Standard for the community.
2. Windows and doors must be Type II Impact Glass, triple pane, with a wind impact rating up to 120mpg. Windows must have undergone wind load and projectile impact testing and have received a Hurricane Certification Rating from the State of Florida, and Broward or Palm Beach County, with the appropriate Engineer's and Architect's seals on the measured drawings. Hurricane Shutters must withstand up to 120mph.
3. The windows replacing the existing windows must remain in the exact same location on the building, for example, they cannot be raised, lowered, or moved either to the right or left of their current position. Additionally, the size of the window or door opening must remain the same as the original window or door opening, provided by the Developer, for example, it cannot be made larger or made smaller.
4. Glass enclosure framings must be within the dimensions as provided in the attached illustration, and be made of aluminum, black or dark bronze anodized or powder coat. Hurricane Shutters must be folding accordion type, of aluminum, and dark bronze in color.
5. Glass substrate or laminate(s) providing the impact resistance must be clear and not tinted, such that the resulting pane is clear and not tinted. No tinted sunscreen material may be applied to the interior or exterior surfaces of the glass.
6. All fasteners (tapcons) for either first or second floor installs, must be stainless steel, no longer that 1-1/2 inches in length, so as not to interfere with post tension cables or rebar imbedded in the concrete. The Association will provide as many fasteners as may be required to the Unit Owner at no charge, to assure that the correct fasteners are used.
7. The illustrations attached are not drawn by and architect or engineer. They are for reference only to demonstrate the look and format of the current windows and patio glass doors. The Contractor shall provide a measured Architect's and Engineer's drawing and Specifications of the new widows and patio glass doors or shutters which are to be installed. These must be provided to the Association for approval and to the Deerfield Beach Building Department to obtain a permit.

#### **Very Important:**

1. The Contractor should take actual measurements of the existing openings prior to fabrication and installation of any new windows to assure an exact fit.
2. Off the shelf impact glass window products will generally not match the Association's existing windows and doors because of age. The applicant may be required to have the new windows and doors custom built to match. Doors or windows that are "close enough" or "good enough" will not do and will be denied. *Any replacements must not be distinguishable from the existing windows and doors as originally installed by the Developer.*

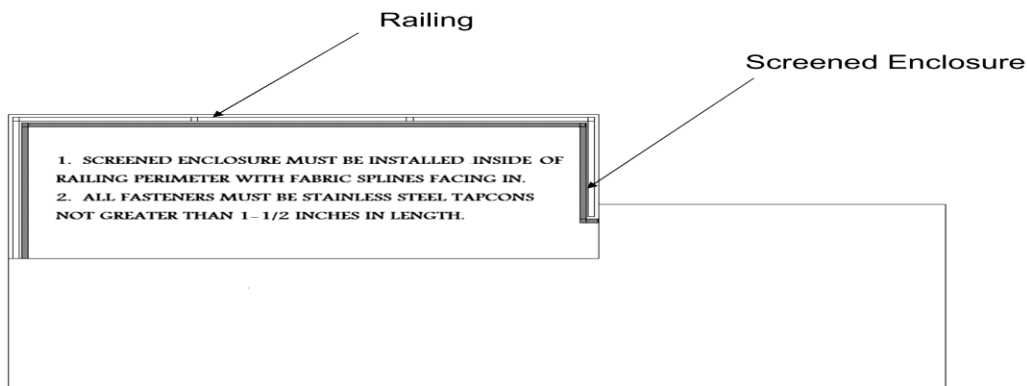
# AGREEMENT FOR ARCHITECTURAL CHANGE

## Exhibit B

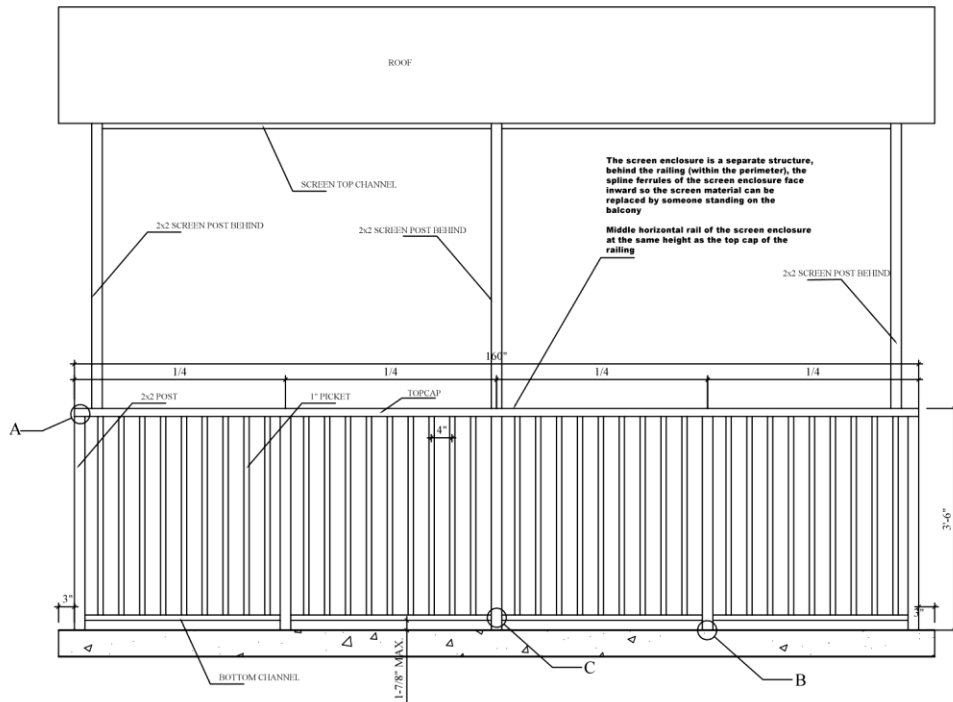
### Technical Specifications for Screened Enclosures

1. Screen Enclosures must conform to the architectural standard for enclosures in the community and must be of like kind and quality of materials.
2. Enclosure framing must be 2in. square tubular aluminum dark bronze anodized or powder coat.
3. Horizontal Center rail on first floor must be 28in to 36in. in height. A minimum height of 28in is allowed if crystal water proof fabric for sprinklers will be used.
4. If a door shall be installed, it must be installed on the wider end of the enclosure and not installed on the narrow end. Doors may be installed on first floor only.
5. The vertical center rail must be midway between the two end vertical rails.
6. On the second floor, the enclosure must be installed within the perimeter of the balcony railing (not on the outside covering the railing from view.)
7. On the second floor the fabric spline channels must be installed facing inward such that the fabric can be replaced from inside the balcony once the enclosure is installed.
8. On the second floor the horizontal center rail must be at the same height as the balcony railing.
9. All fasteners (tapcons) and washers, for either first or second floor installs, must be stainless steel, no longer that 1-1/2 inches in length, so as not to interfere with post tension cables imbedded in the concrete.

SCREENED ENCLOSURE INSTALLATION TOP VIEW



# AGREEMENT FOR ARCHITECTURAL CHANGE



TYPICAL RAILING DETAIL WITH SCREEN STRUCTURE. - SCALE:

RAILING SECOND FLOOR UNITS  
 890 TIVOLI TRACE  
 BUILDING 522, 523,545,567,677,667  
 DEERFIELD BEACH, FL

**AGREEMENT FOR ARCHITECTURAL CHANGE**