

**BAYWAY ISLES - POINT BRITTANY THREE CORPORATION, INC.
CONDOMINIUM MODIFICATION REQUEST ("CMR")**

*** FOR WINDOW AND DOOR INSTALLATION AND REPLACEMENT ***

Please print clearly

Owner Name: _____ Date: _____

Owner Name: _____

Building Address: 5130 Brittany Drive S Unit Number #: _____

Phone #: Home: _____ Cell: _____

Email Address: _____

Please identify the type of modification: Check off one or both

Windows: _____ Exterior Door(s): _____

Please provide a detailed description of the work:

Estimated Start Date: _____ Estimated Completion Date: _____

Building 3 Board of Directors requests Seven (7) Calendar Days written notice before work is started. This time stamp begins when all information has been completely submitted to the PBAC Administration Manager.

Certain requests may require the Board to employ the services of external engineering or other professional consultants for proper evaluation. If required, applicant will be provided with an estimate of the charges for such services and must agree to pay those before the evaluation of the request can proceed. Construction must meet all City of St. Petersburg zoning, building codes, and City/County Laws. Nothing herein contained shall be construed as a waiver or modification of any such code or law.

****PLEASE NOTE** A CERTIFICATE OF LIABILITY INSURANCE AND PROOF OF LICENSE FROM CONTRACTOR IS REQUIRED BEFORE CONDO MODIFICATION REQUEST FORM IS APPROVED AND SIGNED.**

Agreement and Waiver of Liability

I/We understand and will comply with the following:

1. If the modification is not completed as described, work must be remedied or removed by Homeowner at Homeowner's expense.
2. Homeowner is required to advise all contractors that common areas are not to be used as work or storage areas. Contractors will also be held responsible for thorough clean-up of common areas, sidewalks, and streets.
3. Homeowner agrees to adhere to all applicable state, county, and city building codes and all necessary permits and provide copies of these documents to the PB Office. Homeowner is responsible that contractor obtain proper permits and that they are posted appropriately.
4. Homeowner agrees to use only Florida licensed and insured contractors.
5. Homeowner agrees that all contractor employees (and subs) must wear face masks while on Point Brittany Property, remain socially distanced if and/or when such requirements are in place on the property, and follow all local and State health mandates during a public health crisis.
6. Homeowner agrees to not allow any work to commence before 8:00 a.m. and stop by 5:00 p.m. and all workers must be off premises by 6:00 p.m., Monday through Friday.
7. Homeowner is responsible for the actions and activities of contractors (and subs) while onsite of the community.
8. Homeowner agrees to abide by the governing documents relative to allowable alterations.

9. Installation Guidelines:

(a) **Installation instructions** provided by the manufacturer of the windows/doors must be attached to this application. Technical data for the perimeter sealant, which includes instructions for surface preparation and application, must also be attached. The contractor, by signing below, agrees to adhere to the manufacturers' instructions.

(b) **Water Testing** of newly installed windows will be scheduled and paid for by the PB3 Association upon completion of the window installation. If water testing discloses leak(s) in or around new windows, homeowner's window installation vendor shall repair the windows, and the windows will be re-tested at the expense of the homeowner.

10. Applications from non-owners will **not be accepted**.

11. The Association, Board of Directors/Committee are not liable for any construction defect, or the construction worthiness of the vendors selected by the Homeowner.

This Waiver of Liability and agreement is hereby acknowledged and accepted by:

X _____
Owner's Signature

Date: _____

X _____
Owner's Signature

Date: _____

Contractor Information

Contractor Company Name: _____

Contractor Main Contact: _____

Contractor Address: _____

Contractor Phone Number: _____

Contractor Email: _____

Contractor Website: _____

Estimated Onsite Employees: _____

Contractor Insurance Carrier(s)

Liability Insurance Carrier: _____

1. I, the contractor, certify I am licensed in the State of Florida and Pinellas County and carry the necessary liability, property damage, and worker's compensation insurance, as required by law. **(License and insurance proof must be attached to this form.)**

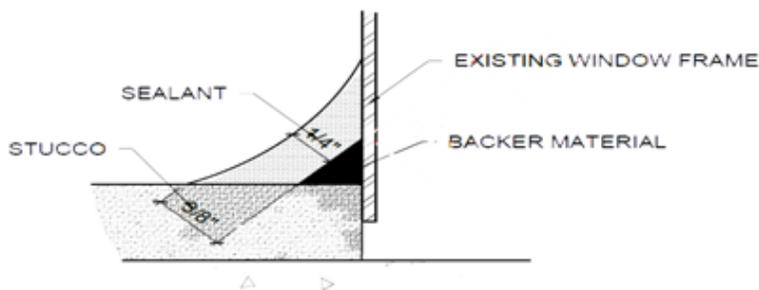
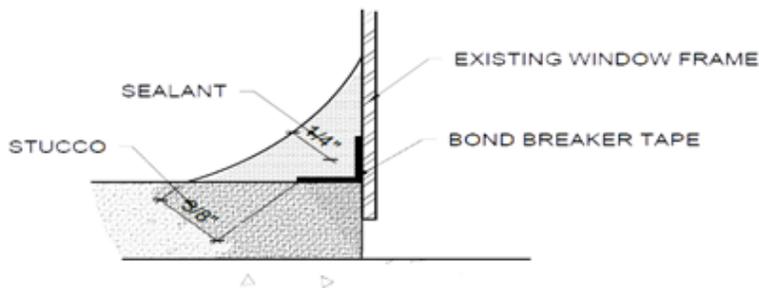
2. I, the contractor, will secure the required permits for the work to be completed and they will be posted on the outside of the unit door prior to the commencement of the project. A copy will also be provided to the office. Permits shall remain in place until all required inspections have been completed.

3. I, the contractor, will be totally responsible for any collateral damage to the common elements, which may occur during the work, and will remove old windows, window tracks, frames, flooring materials, and any other trash, and packaging materials from the site when the work is completed on a daily basis. The contractor further agrees to also sweep all the common areas including, the elevators and hallways daily.

4. **Window/Door Installation:** The contractor hereby agrees to install windows/doors in strict accordance with the Window/Door Manufacturer's and Sealant Manufacturer's instructions and/or specifications, which must accompany this application. By signing below, I specifically agree to adhere to these installation procedures. For the sealant, all of the procedures will be followed, including but not limited to:

- (a) Age of the sealant product will be less than the shelf life specified by the manufacturer
- (b) Surface preparation including removal of old caulk and grinding or wire brushing of stucco to expose a sound surface
- (c) Use of joint backer rod or bond breaker tape
- (d) The minimum sealant depth at the joint midpoint will be the greater of the dimension specified by the manufacturer or 1/4" (6 mm). The minimum surface contact area onto each substrate will be the greater of the dimension specified by the manufacturer or 3/8" (10 mm).

SEALANT DETAIL



5. Water Testing: Newly installed windows will be tested for water ingress by the PB3 Condo Association. This will be scheduled and paid for by the PB3 Association, upon completion of new window installation.

If testing discloses leaks in or at the perimeter of the new windows, installation vendors shall repair the windows and windows will be re-tested, at the expense of the homeowner.

6. I, the contractor, am responsible for having the contract work inspected by the City of St. Petersburg, who will determine that the work meets all requirements of the City of St. Petersburg. Copies of all completed inspection certifications will be submitted to the PBAC Office.

7. I, the contractor, will schedule the final inspection by the City of St. Petersburg and will correct any deficiencies noted.

8. I, the contractor, certify that the work will be in conformity with the Point Brittany Governing Documents and the City of St. Petersburg guidelines and ordinances.

X _____ **Date:** _____
Contractor Signature

**BAYWAY ISLES - POINT BRITTANY THREE CORPORATION, INC.
CONDOMINIUM MODIFICATION REQUEST**

BOARD OF DIRECTORS CMR CHECKLIST

	OWNER	BoD
1. UNIT OWNER INFORMATION	_____	_____
2. DESCRIPTION OF WORK, START/COMPLETION	_____	_____
3. OWNER SIGNATURE	_____	_____
4. CONTRACTOR INFORMATION AND SIGNATURE	_____	_____
5. CONTRACTOR LICENSE	_____	_____
6. CONTRACTOR LIABILITY INSURANCE	_____	_____
7. IF NEW WINDOWS OR DOORS		
COPY OF THE CONTRACTOR'S PROPOSAL INCLUDING TYPE, SIZE, NUMBER OF WINDOWS	_____	_____
WINDOW/DOOR MANUFACTURER'S AND SEALANT MANUFACTURER'S INSTRUCTIONS AND/OR SPECS	_____	_____

BAYWAY ISLES - POINT BRITTANY THREE CORPORATION, INC.

CONDOMINIUM MODIFICATION REQUEST (CMR)

WINDOW AND DOOR INSTALLATION AND REPLACEMENT

REVIEW

[] APPROVED AS SUBMITTED.

X _____
Signature Building 3 Board Member **Date**

or

[] APPROVED WITH CONDITIONS: _____

X _____
Signature Building 3 Board Member **Date**

or

[] DISAPPROVED FOR THE FOLLOWING REASONS: _____

X _____
Signature Building 3 Board Member **Date**

APPENDIX 3 - WINDOW INSTALLATION

1. In order to maintain a uniform and aesthetic appearance all windows in the two groups, as described below, must be replaced at the same time with windows of identical design. The two groups are: (1) the windows to the walkways on the front entrance side of the building; (2) all windows except the ones in group (1). Selective replacement of individual windows is not permitted.
2. Windows must be of a high quality and be compatible in appearance with existing new windows that have been installed. They may be single hung or double hung; however, they must be of the same size and number as the windows that are replaced. Tilt in windows that facilitate cleaning are permitted.
3. Window frames must be white in color and may be of either aluminum or vinyl construction. Window glass must be clear with only the heat reducing tint used by major manufacturers. All screens must be charcoal gray in color.
4. In order to protect integrity of the building and prevent any leaking, all caulking work must be of the highest professional quality. All old caulking must be removed and new caulking installed between the building exterior and the window filling all voids. In the event of leakage damaging the building you will be responsible for the cost of repairs.
5. You must obtain the written approval of the Board of Directors before proceeding with window installation. *Please submit with your application a copy of the contractor's proposal including type, size and number of new windows.*
6. You are reminded that all window installations require a building permit from the city of St. Petersburg

[Appendix 3 revised on March 8, 2022.]

APPENDIX 6 - RULES FOR CONTRACTORS

1. Contractors and their workers should take particular care to avoid damage to elevators, lobbies, and walkways. Use of the walkways for work areas is not permitted. Owners will be held responsible for any damages to the Point Brittany Building 3 property caused by their workers.
2. Contractors must use Elevator No. 1 (on the left) for construction materials and only when padded by the building custodian.
3. Working hours are between 8 a.m. and 5 p.m. on weekdays only, and excluding holidays observed by the management office.
4. Contractors must observe the Building [parking rules](#). Temporary parking in front of the building is permitted for loading and unloading for a maximum of 30 minutes. Parking is available in the Building's overflow parking lot across Brittany Drive.
5. Contractors must remove promptly and haul away construction debris. Use of trash chutes and the Building's dumpsters is not permitted for the disposal of construction debris. Contractors are also forbidden to use the Building grocery carts for transporting construction materials and debris.
6. Smoking by workers is not permitted in common areas of the Building, including elevators, lobbies, stairwells, and walkways.
7. It is in your best interest to ensure that your contractor is properly licensed, adequately insured, and provides you with adequate warranties, particularly if any of the work affects the building or services in the building. If the contractor's work causes any damage to the building or services in the building that the contractor does not promptly correct, the Association will repair and you will be responsible for the cost of the repair.
8. Flooring for floors 2 thru 10 must be installed with padding or underlay as specified in [Section 6](#), Paragraph 2 of these Rules and Regulations.