

Brickell Heights

ARCHITECTURAL MODIFICATION FORM EAST TOWER CHECKLIST

- ☐ Receipt of signed Unit Owner Authorization
- ☐ Receipt of signed and notarized Contractor Acknowledgement
- ☐ Receipt of completed and signed Architectural Modification Form
- ☐ Receipt of Hard Surface Flooring Sound Control Installation Application, if applicable.
- ☐ Receipt of Hard Surface Flooring Sound Control Installation Acknowledgement Affidavit, if applicable.
- ☐ 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
- ☐ Elevator reserved

Completed By: _____

Date: _____

Approved/Denied: _____

Manager (LCAM)

Brickell Heights

ARCHITECTURAL MODIFICATION FORM EAST TOWER UNIT OWNER AUTHORIZATION

Unit Owner Name _____

Unit Owner Address _____

Unit # (the "Unit") _____

Unit Owner Phone _____

Unit Owner Email _____

Contractor Name _____

Contractor Co Name _____

Contractor Address _____

Contractor Phone _____

Foreman Name _____

Foreman Phone _____

Purpose of Access _____

Foreman Phone _____

Additional Personnel _____

Scope of Work _____

THE UNDERSIGNED UNIT OWNER ABOVE, UPON EXECUTION HEREOF, AUTHORIZES BRICKELL HEIGHTS EAST CONDOMINIUM ASSOCIATION, INC., (the "Association") TO GRANT ACCESS TO THE UNIT IN BRICKELL HEIGHTS EAST CONDOMINIUM, (the "Condominium") TO THE ABOVE CONTRACTOR, FOREMAN, AND AGENTS/EMPLOYEES OF SUCH INDIVIDUALS (collectively referred to as the "Workers"). THE UNDERSIGNED UNIT OWNER(S) ALSO HEREBY GIVE AUTHORIZATION TO THE WORKERS TO

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PERFORM WORK IN THE UNIT, AS DESCRIBED IN THE ABOVE SCOPE OF WORK AND ON THE ARCHITECTURAL MODIFICATION FORM.

In giving this authorization and request, the undersigned unit owner ACKNOWLEDGES AND AGREES:

1. The Association may use or give to the Workers the key to the Unit kept by the Association (emergency keys are not to be used).
2. Although the purpose(s) of the entry is stated above (for information only), the Association is not responsible to see such purpose(s) being fulfilled nor to limit access to the accomplishment of such purposes(s).
3. The Association is not responsible in any manner for supervising, observing or controlling the conduct of the Workers to whom access and/or the key was given, and
4. The undersigned agrees to fully indemnify and hold harmless the Association and 9SMA, LLC (for so long as 9SMA, LLC maintains an interest in the Association or any unit in the Condominium) together with all of their officers, directors, members, employees and agents (including, without limitation, management and security companies and their officers, director and employees) for and from any and all matters whatsoever including, without limitation, the misconduct or negligence of the person(s) named below, whether in the Unit, the common elements of the Condominium or otherwise (such agreement to include all attorney fees and court cost regardless of whether suit is brought or any appeal taken there from.)
5. The undersigned Unit Owner(s) hereby acknowledge and understand the proposed modifications to the Unit are subject to Association review and approval, and the Association may request additional documentation prior to approval.
6. The undersigned Unit Owner(s) agrees to notify management in writing of the termination of this authorization. The Association is entitled to assume that this authorization is in full force and effect until the unit owner provides notice of such termination.

Date: _____

Unit Owner Signature(s):

Print Name(s):

Unit Owner Authorization Form Received By:

Print Name

Date

Signature

Date

Brickell Heights

ARCHITECTURAL MODIFICATION FORM EAST TOWER CONTRACTOR ACKNOWLEDGEMENT

The undersigned contractor(s) which shall be performing work on Unit _____ hereby agrees as a condition of entry to Brickell Heights East Condominium Association, Inc. (the "Association"), located at 45 SW 9th Street, Miami, FL 33130 and to the aforementioned Unit, to strictly comply with and to cause its subcontractors, vendors and all of its 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: _____

Date: _____

STATE OF FLORIDA)
) SS:
MIAMI-DADE COUNTY)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, and _____ 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

Brickell Heights

ARCHITECTURAL MODIFICATION FORM EAST TOWER

DATE: _____

UNIT NUMBER (the "Unit"): _____

UNIT OWNER (the "Applicant"): _____

TELEPHONE: _____ (Home)

TELEPHONE: _____ (Cell)

TYPE OF MODIFICATION BEING REQUESTED: (Please describe in detail. Include materials and colors used, as well as measurements.) *Please refer to the Declaration of Brickell Heights East Condominium (the "Declaration") - Section 9. Additions, Alterations or Improvements by Unit Owners. Section 17.4. Alterations. Section 17.9. Weight, Sound and other Restrictions. Section 17.11. Exterior Improvements.*

ARCHITECT'S PLANS & DRAWINGS AND/OR MATERIAL SPECIFICATIONS MUST BE ATTACHED BEFORE THE APPLICATION WILL BE CONSIDERED; COPIES OF CONTRACTOR'S CURRENT CERTIFICATE OF INSURANCE AND LICENSE AS WELL AS BUILDING PERMIT(S) FROM THE CITY OF MIAMI MUST BE PROVIDED TO THE ASSOCIATION MANAGEMENT OFFICE PRIOR TO COMMENCING WORK.

I/WE hereby give this application to Brickell Heights East Condominium Association, Inc., (the "Association") for the above described item(s) to be approved in writing.

I/WE understand and acknowledge that approval of this request must be granted before work on the modification may commence and that if modification/installation is done without approval of the Association, the Association may force the removal of the modification/installation and subsequent restoration to original form at my expense

I/WE understand, acknowledge and agree that we are solely responsible and required to ensure that any and all work proposed herein and/or completed to the Unit complies to all Local, Municipal, State and/or Federal Building Codes; the Declaration; and/or all applicable law.

I/WE (jointly and severally) understand, acknowledge and agree that we are solely responsible for any costs associated with the review and/or required approval(s) of the aforementioned project including, but not limited to, architectural and/or engineering and legal review(s).

I/WE (jointly and severally) understand, acknowledge and agree that any removal of Life Safety Systems (as defined in the Declaration), including, but not limited to, speakers, strobes, lights, smoke and/or heat detectors, elevator lobby smoke detectors and elevator lobby fireman jacks that compromise the Life Safety Systems must be in compliance with all Local, Municipal, State and Federal Building codes and may only be done with the express prior approval of the Association. Failure to comply may result in a fault on the fire alarm panel for your Unit(s). In the event that the fire panel reads a fault for your Unit(s), management will dispatch the appropriate personnel to stop all work. A Stop Work order will be issued and all workers will be

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denied access to your Unit until the required repairs to the Life Safety System have been completed and the panel cleared. In the event that an alarm is activated, any and all costs associated with the alarm will be billed directly to the unit owner.

I/WE understand that no work is to be performed in Common Elements, Limited Common Elements (both terms as defined in the Declaration), or service hallways and is strictly prohibited.

I/WE understand that all contractors shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to all employees performing any of the customization work and all other persons who may be affected.

I/WE understand that combustible equipment is not allowed and shall not be stored in the Unit at any time. The use of propane tanks is not permitted in the building. All materials and equipment used for Unit improvements MUST be stored within the Unit at all times. No items may be stored or left for any amount of time in elevators, lobbies, balconies, garage levels, etc.

I/WE understand, acknowledge and agree that in the event of any infraction, the Association may, in its sole discretion and in addition to any fines or other remedies, require periodic inspection of the continuing work to ensure compliance with all applicable requirements and provisions herein and any costs associated with such inspection shall be our sole responsibility.

I/WE (jointly and severally) understand and agree to release, indemnify, defend and hold harmless the Association and 9SMA, LLC, together with their officers, agents and/or assigns, employees, lessees, guests and invitees, as well as all other members of the Association from and against any and all claims, damages, losses, and expenses, including attorneys' fees, at both trial and appellate levels, arising out of or resulting from the work performed by through or under the undersigned Applicant(s), as well as for any acts or omissions by any contractors or vendors engaged by the undersigned. This indemnification shall extend to all claims and damages, including consequential damages, losses and expenses attributable to bodily injury, death and/or claims regarding damages, theft, injury or destruction of real or personal property including loss of use relating therefore arising from or resulting from the work performed by the undersigned and their contractors and vendors.

I/WE have read this entire application and the release contemplated herein and agree to all of its terms.

I/WE execute this document voluntarily and with full knowledge of its significance.

Applicant Signature

Date

This Section for Office Board Use Only

APPLICATION APPROVED ☐

APPLICATION DENIED ☐

By: _____

Date: _____

Title: _____

Brickell Heights

HARD SURFACE FLOORING & SOUND CONTROL INSTALLATION APPLICATION EAST TOWER

Unit: _____

Unit Owner Name: _____

Telephone: _____

Contractor Name: _____

Contractor Co Name: _____

Contractor Address: _____

Contractor Phone: _____ (Main Office)

Contractor Phone: _____ (Cellular)

Flooring Tile Description: _____

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

Soundproofing Underlayment Type: _____

RECOMMENDED STC RATING: Minimum 55 _____

RECOMMENDED IIC RATING: Minimum 55 _____

****STC and IIC 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: _____

Place 2 x 2 sample of sound
underlayment here.

*Modifications of balcony flooring; will require prior written approval by the Brickell Heights East Condominium Association, Inc. (the "Association"). All supplies, tiles, waterproofing components, and or materials MUST be reviewed and approved by the Association's management office, prior to the commencement of balcony upgrades.

I/WE hereby give this application to the Association 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.

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I/WE hereby agree to have the Contractor protect the sub-floor during the use of wet saws or like tools where water is a component. In the event water should leak from my Unit, I will bear sole responsibility for clean-up cost and any damages resulting thereof. I further agree to have the Contractor submit an affidavit, required form of which is attached hereto, at the completion of the job attesting to the fact that proper soundproofing has been installed. Pictures of the soundproofing must be taken prior to the installment of the flooring by the undersigned owner and submitted to Management.

Unit Owner (Applicant) Signature

Date

Unit Owner (Applicant) Signature

Date

Brickell Heights

HARD SURFACE FLOORING & SOUND CONTROL INSTALLATION ACKNOWLEDGEMENT AFFIDAVIT EAST TOWER

STATE OF FLORIDA)
) SS:
MIAMI-DADE COUNTY)

Before me, the undersigned authority, personally appeared _____
_____ and _____ (individually and/or collectively, "Owner") who
after being duly sworn, upon oath, depose and state the following:

1. That Owner is the owner of unit _____ (the "Unit") of Brickell Heights East Condominium Association Inc., (the "Association"), according to the Declaration of Condominium thereof, as recorded in Official Records Book _____, Page _____ of the Public Records of Miami-Dade County, Florida.
2. That Representative is the _____ (President, Authorized Representative) 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 Brickell Heights East Condominium Association, Inc. (the "Declaration") 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 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

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HARD SURFACE FLOORING & SOUND CONTROL INSTALLATION ACKNOWLEDGEMENT AFFIDAVIT EAST TOWER

promulgated by the City of Miami 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 50 (without a suspended ceiling) and an Impact Isolation Classification ("IIC") rating of 50 (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 acknowledge 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 detail 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 ¼" 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. The covering shall also be installed with an appropriate

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HARD SURFACE FLOORING & SOUND CONTROL INSTALLATION ACKNOWLEDGEMENT AFFIDAVIT EAST TOWER

pitch at each location on the balcony so as to prevent ponding water and the finished floor shall slope away from the stucco/ 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 50 and/or an IIC rating of 50 (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 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

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HARD SURFACE FLOORING & SOUND CONTROL INSTALLATION ACKNOWLEDGEMENT AFFIDAVIT EAST TOWER

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, costs 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: _____

Name: _____

Unit Number: _____

STATE OF FLORIDA)
) SS:
MIAMI-DADE COUNTY)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, and _____ 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

Brickell Heights

HARD SURFACE FLOORING & SOUND CONTROL INSTALLATION ACKNOWLEDGEMENT AFFIDAVIT EAST TOWER

REPRESENTATIVE OF CONTRACTOR:

By: _____

Name: _____

Contractor: _____

STATE OF FLORIDA)
) SS:
MIAMI-DADE COUNTY)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____
, by _____, and _____ 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

Brickell Heights

CONTRACTOR'S RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT EAST TOWER

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 in BRICKELL HEIGHTS EAST CONDOMINIUM (the "Condominium") and _____ the contractor hired by the Owner to perform work (as detailed on the Architectural Modification Form attached hereto, referred to as the "Work") in the Unit.

Whereas, the Brickell Heights East Condominium Association Inc. (the "Association") will permit the undersigned to engage contractors and vendors (including all those working by, through or under them, collectively referenced as the "Personnel") to perform work within the Unit subject to the terms and conditions set forth hereinafter. The Personnel must submit a current Certificate of Insurance for general liability insurance with limits of at least \$1,000,000 and naming the Association, the Developer and Management Company, (each as defined in the Declaration of Condominium of Brickell Heights East Condominium Association, Inc. (the "Declaration")), as additional named insureds; a current certificate of Workers Compensation Insurance with limits of at least \$500,000; a copy of applicable licenses and required permits; and any other documentation required by the Association.

Now, therefore, in consideration for being permitted the benefit of allowing the Personnel to perform Work within the 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 Owner acknowledge(s) and agree(s) that the Work performed by the Personnel within the Unit shall be at the undersigned's sole risk and the Association shall not have any responsibilities or liability for the Work performed by such Personnel and further acknowledge(s) that the Association has made no representations regarding the Personnel'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 Personnel's entry into the 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 Personnel and entry into the Unit.

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CONTRACTOR'S RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT EAST TOWER

- I/we have read this release and understand and agree to all of its terms. I/we execute it voluntarily and with full knowledge of its significance.
- All Work must be performed inside the Unit. Work is not permitted in the hallway, foyer, balcony or stairwell.
- The Personnel are responsible to clean up all debris, excess material, trash and refuse at the end of each workday. The Association reserves the right to inspect work areas to insure proper cleanup. All trash must be disposed of properly and trash chutes are not to be used at any time.
- Absolutely no smoking within the Common Elements (as defined in the Declaration) of the Condominium and/or any other areas designated as non-smoking areas.
- During the use of wet saws or like tools where water is a component, the Personnel will ensure that proper protection is used to prevent any water from leaking through the floor or pipes into another unit or the Common Elements causing damage. In the event that water does leak through, the Personnel, along with the Unit Owner, will bear the sole responsibility for clean-up costs and any damages resulting therefrom.
- The undersigned agree that it shall immediately inform the Association of any damage to the Common Elements, hallways or any portion of the Condominium Property (as defined in the Declaration) caused by the Personnel. At the direction of the Association, Personnel agrees to repair any such damage expressly as directed by the Association, at Personnel's sole cost and expense.

[Signature Page to the Release Begins on the Following Page]

Brickell Heights

CONTRACTOR'S RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT EAST TOWER

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

Unit Owner Signature(s):

Print Name(s):

Witnesses:

STATE OF FLORIDA)
) SS:
MIAMI-DADE COUNTY)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, and _____ 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

[Signature Page to the Release Continues on the Following Page]

Brickell Heights

CONTRACTOR'S RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT EAST TOWER

Contractor Signature:

Print Name:

Witnesses:

STATE OF FLORIDA)
) SS:
MIAMI-DADE COUNTY)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, and _____ 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

Brickell Heights

Deposit Requirement for Construction Improvements

Date: _____

Unit: _____

Owner's Name: _____

Owner shall provide the Brickell Heights East Condominium Association, Inc., a deposit ("Deposit") of \$2,000.00 prior to the commencement of any work on the changes and/or alterations. **\$1,000.00 of the Deposit is non-refundable** and will be used to offset expenses incurred by the Association including, but not limited to, trash removal, reviewing plans, consulting fees, attorneys' fees, damage to the Association's common areas, as well as fines and penalties, including daily fines imposed for failure to complete the changes and/or alterations within six (6) months as provided for in this Agreement. As fees are charged against the Deposit (refundable portion), Owner shall replenish the Deposit within fifteen (15) days of such an occurrence. The Deposit shall not restrict the amount of monies the Association may charge against Owner for reimbursement of expenses incurred by the Association or penalties assessed against Owner related to the changes and/or alterations. If the Deposit is not sufficient to cover all reimbursements, damages, and/or fines, Owner shall be special assessed for the difference. The remainder of the refundable portion of the Deposit, if any, shall be returned upon satisfactory completion of the changes and/or alterations in conjunction with the Association's receipt of the fully endorsed Hard Surface Flooring and Sound Control Installation Acknowledgment Affidavit and conformance of all its terms thereof and a final inspection of the Unit by the Association, in its sole and absolute discretion.

Unit Owner is required to present **two (2) separate payments** each in the amount of \$1,000.00 upon submission of the build out documents. Personal checks must be made out to Brickell Heights East Condominium Association, Inc. and must disclose the unit number and labeled 'refundable' or 'non-refundable' in the memo section. Payment can be made with a credit card as well.

ASSOCIATION REPRESENTATIVE

Name Printed: _____

Signature: _____

Title: _____

Receipt of Deposit _____

(Date)

OWNER OR REPRESENTATIVE

Name Printed: _____

Signature: _____

Unit Number: _____