

**Bay Harbor Club of Bonita Beach  
Condominium Association, Inc.**  
c/o Suitor Middleton Cox & Associates  
15751 San Carlos Blvd., Suite 8  
Ft. Myers, Florida 33908  
Office: (239) 437-0340 / Fax: (239) 437-9378

**Information regarding the Application for Approval to**

- 1. Install Lanai Glass Enclosures**
- 2. Replace Windows and Sliders**

All applications must be accompanied by an Architectural Design Modification Request.

The application to install Lanai Glass Enclosures and to Replace Windows and Sliders consists of the following documents:

1. Application for Approval to Install Lanai Glass Enclosures and to Replace Windows and Sliders
2. Lanai Glass Enclosure and Replacement Windows and Sliders Regulations
3. Work Done For Unit Owners Form

It is the owner's responsibility to provide the "Work Done for Unit Owners" form to the contractor. The contractor must sign in with the Bay Harbor Club maintenance manager between 8:00 am and 12:00 noon before starting any project.

It is the owner's responsibility to insure their contractor has proper license and insurance.

The request will be reviewed by the Bay Harbor Club Board and the owner must receive written approval before proceeding with the installation.

Attachments:

Application for Approval to Install Lanai Glass Enclosures and to Replace  
Windows and Sliders  
Lanai Glass Enclosure and Replacement Windows and Sliders Regulations  
Work Done For Unit Owners Form

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**Application for Approval to  
Install Lanai Glass Enclosures  
Replace Windows and / or Sliders**

To: The Board of Directors of Bay Harbor Club of Bonita Beach Condominium Association, Inc.

I/We, the undersigned unit owners at Bay Harbor Club of Bonita Beach Condominium, hereby apply for approval to install a Lanai Glass Enclosure and/or Replace Windows and Sliders and submit the following information:

Owner's Name(s): \_\_\_\_\_

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

- 1.** The name, address and telephone number of the Contractor who will install the Lanai Glass Enclosure and/or Replacement Windows and Sliders is as follows:

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

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

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

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

- 2.** The locations of the Lanai Glass Enclosure and/or Replacement Windows and Sliders on my/our unit will be:

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

- 3.** I/We are providing or will have the Contractor provide the following documentation which we understand is necessary to complete this application for The Board review.

- One set of design and installation drawings for the Lanai Glass Enclosure and/or Replacement Windows and Sliders certified by a licensed Florida engineer that the product complies with all applicable building codes.
- A copy of the Contractor's license, certificate or other authorization required

by all applicable governmental authorities for the installation the Lanai Glass Enclosure and/or Replacement Windows and Sliders.

- A certificate(s) of insurance from the Contractor's insurance agent verifying that the Contractor carries public liability insurance, including completed operations in an amount no less than \$1,000,000.00; Worker's Compensation insurance in an amount not less than \$500,000.00; and an Automobile liability insurance, including non-owned automobiles, in an amount not less than \$500,000.00. The certificate(s) must also provide:
  - (1) A clause naming the association as an additional insured; and
  - (2) A clause requiring a minimum of ten (10) days prior written notification to the association in the event such policy is to be canceled, terminated or modified in any manner.
- After all approvals by the Board, either owner or contractor must provide a copy of the Building Permit issued by the City of Bonita Springs.
- Any additional information regarding the Lanai Glass Enclosure or Replacement Window and Slider which the Association may request.

#### **Terms and Conditions**

1. I/We have received, fully read and completely understand the Bay Harbor Club Lanai Glass Enclosure and Replacement Windows and Sliders Regulations ("Regulations") and have provided a copy of the Regulations to our Contractor.
2. I/We shall be responsible for all costs and expenses incurred in the installation, re-installation, maintenance and repair of Lanai Glass Enclosure and/or Replacement Windows and Sliders and assume all responsibility for obtaining the necessary building permits and complying with all applicable building codes. I/We acknowledge that the Association is not responsible, directly or indirectly, for all or any portion of the installation, re-installation, maintenance or repair costs of my/our Lanai Glass Enclosures or Replacement Windows and Sliders.
3. I/We agree that the Lanai Glass Enclosure and/or Replacement Windows and Sliders installed to my/our unit must meet all of the installation, insurance and technical requirements of the Regulations. After installation, I/We shall continuously maintain my/our Lanai Glass Enclosure and/or Replacement Windows and Sliders in a first class manner at my/our expense. I/We shall permit the Association to inspect the Lanai Glass Enclosure and/or Replacement Windows and Sliders from time to time to ensure compliance with the Regulations and to hereby grant to the Associations agents access to my/our unit, during reasonable hours, for this purpose. I/We acknowledge however that the Association has no affirmative obligation to inspect, maintain or repair my/our Lanai Glass Enclosure and/or Replacement Windows and Sliders and hereby release the Association from any such obligation.
4. If I/We fail to properly install, re-install, maintain or repair Lanai Glass Enclosure and/or Replacement Windows and Sliders as required by the Regulations, I/We agree

that after fifteen (15) days written notice from the Association to me/us (excluding in the event of an emergency), the Association shall have the right but not the obligation to enter our unit and perform or have performed, any required installation, re-installation maintenance or repair work or to have Lanai Glass Enclosure and/or Replacement Windows and Sliders removed and Lanai Glass Enclosure and/or Replacement Windows and Sliders properly restored to its condition prior to installation. Upon such work having been performed, the Association may levy the costs of such work as an assessment to me/us for work performed upon a limited common element of the condominium and shall thereafter have such lien and other rights which the Association may exercise under its governing document and applicable law.

5. I/We shall be responsible for any damage to persons or property, including the common elements to the condominium building, caused as a result of the failure to properly install, re-install, maintain or repair Lanai Glass Enclosure and/or Replacement Windows and Sliders, and I/We shall continuously maintain reasonable insurance coverage with respect to any damage or loss to persons or property caused by the Lanai Glass Enclosure and/or Replacement Windows and Sliders. I/We hereby indemnify, defend and hold harmless the Association from any and claims, actions, costs or expense of any nature whatsoever, including but not limited to attorney's fees, arising out of the faulty or defective installation, re-installation, maintenance or repair of the Lanai Glass Enclosure and/or Replacement Windows and Sliders.

This request will be reviewed by the Bay Harbor board and the owner must receive written approved before proceeding with the installation.

Unit Owner: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Unit Owner: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**Please deliver the completed application to the Association's manager.**

**Attachments Required:**

- Architectural Design Modification Request
- Lanai Glass Enclosure and Replacement Windows and Sliders Regulations
- Work Done for Unit Owner

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**Lanai Glass Enclosure and Replacement Windows and Sliders Regulations**

**General:**

The purpose is to assure the continuity of the building exterior, match the configuration of the existing windows, maintain the existing openings for which a sliders and window/screen is now placed, and to protect unit owners.

Any changes to the exterior of the unit including in or on the lanai must have the approval of the Board of Directors. This includes all new windows and window replacements including sliding glass doors, horizontal sliding windows, single-hung windows and all other existing windows. This also includes lanai glass enclosures and modifications to existing lanai glass enclosures.

To obtain Board approval, an application must be submitted in writing, and will be acted upon at the next scheduled Board meeting.

The manufactured product and all installations must meet the following specifications and must meet or exceed all applicable Miami-Dade codes and City of Bonita Springs codes including, but not limited to, wind pressures and placement of glass with respect to slab edge.

The words hurricane windows, impact windows, sliding doors, horizontal sliding windows, single-hung windows, etc. as used herein are to include windows.

The installation of lanai glass enclosures, replacement Windows and Sliders shall be in conformance with regulations adopted by the Board of Directors as amended from time to time. All installations must meet the regulations and guidelines in the Condominium Documents.

Lanai Glass Enclosures may be installed by any unit owner upon those portions of the common elements or limited common elements serving the individual unit with Board approval.

A unit owner who installs a lanai glass enclosure or replacement Windows and Sliders and his successors and assigns, shall be liable for any damage caused to the building by the installation or ongoing maintenance of the lanai glass enclosure or replacement Windows and Sliders.

### **Replacement Windows and Sliders Regulations:**

1. All replacement windows must have the same external appearance as original windows.
2. All visible portions of each window frame shall be bronze in color and maintenance-free.
3. The window tint shall be the same as existing (bronze).
4. The width of the window frame or a sliding door shall, as closely as possible, match the width of the existing frame.
5. Each window is to be manufactured to fit the existing opening. There shall be no added headers or side jams.
6. Sliding glass doors should have a stainless steel package for locks, fasteners and screws.
7. Fasteners and Accessories:  
Type 304 stainless steel bolts, washers, and nuts, size and type recommended by fabricator to meet loading requirements are to be utilized. Anchors are to be type 304 stainless steel fasteners with neoprene washers dipped in single-component sealant. No "pop rivets" are allowed.
8. Fasteners will have full embedment in the structural slab.
9. Perimeter of caulking shall be of commercial grade with one part urethane.

### **Lanai Glass Enclosure Regulations:**

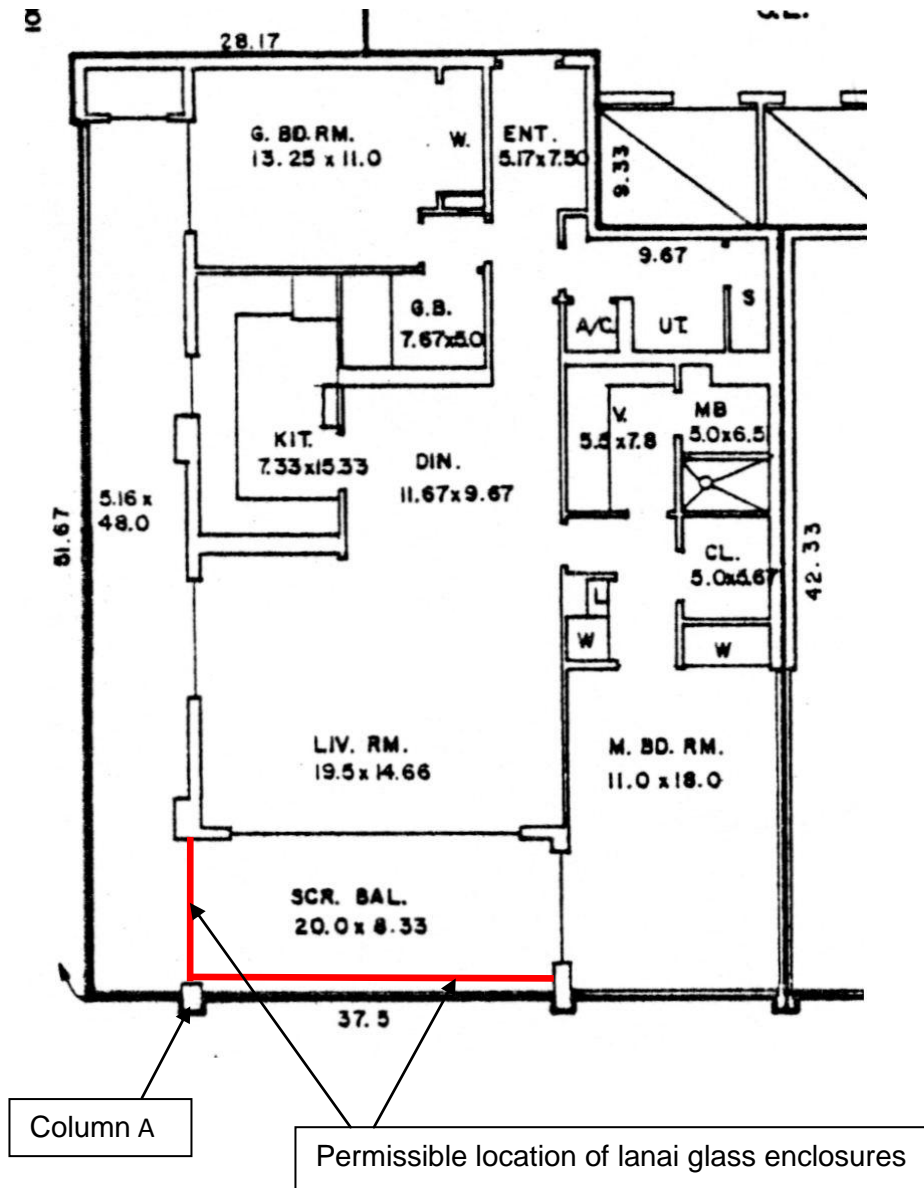
1. Should the Association be required to remove and/or re-install Lanai Glass Enclosures in connection with building maintenance, or otherwise, the owner of the unit which is serviced by the Glass Enclosure shall be responsible to the Association for all cost incurred by the Association in connection with such removal and /or reinstallation, with the costs being secured by a lien equal in dignity to the common expense lien created by the Declaration of the Condominium.
2. The Association shall not be liable to a unit owner for damage to Lanai Glass Enclosures or other Association-approved unit owner installations occasioned by the Association's performance of Association maintenance, unless caused by the negligence of the Association, its contractors, or agents.
3. Lanai Glass Enclosures once installed shall be deemed limited common elements pursuant to Florida Statutes 718.113(1), and as the same, may be amended from time to time. Lanai Glass Enclosures may be maintained, repaired and replaced by the Association. However, the owner of the unit benefiting from the installation of the Glass Enclosures shall be assessed the cost of the expenses of maintaining, repairing or replacing Glass Enclosures serving that individual unit. Said expenses may be through a line-item budget or by special assessment levied against the individual unit when necessary work is to be performed.
4. The Fire Sprinkler system must include the lanai area to be enclosed within glass. This must be done by an approved Fire Sprinkler company.
5. All installations must not exceed the size of the permissible glass enclosure area as attached.

6. All visible portion of frames will be bronze in color
7. Glass doors and panels will be set on a bed of neat grout.
8. Fasteners will have full embedment in the structural slab.
9. Doors will not frame into the column but have a 90 degree closure.
10. Doors will not extend beyond the column shown as "Column A" in the permissible glass enclosure area attached.
11. Fasteners and Accessories:

Type 304 stainless steel bolts, washers, and nuts, size and type recommended by fabricator to meet loading requirements are to be utilized. Anchors are to be type 304 stainless steel fasteners with neoprene washers dipped in single-component sealant. No "pop rivets" are allowed.
12. Perimeter of caulking shall be of commercial grade with one part urethane.

Bay Harbor Club of Bonita Beach  
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Permissible location of lanai glass enclosures  
Adopted 2017





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**Work Done for Unit Owners**

These requirements pertain to the renovation of a condo unit, tile work, cabinet installation, shutters, glass, and other work that is not a minor repair, or simple delivery and installation of appliances or furniture.

**Owners Responsibilities**

- Owners must provide contractors a copy of this regulation before any work begins.
- Contractors must sign in with the Bay Harbor manager before beginning a project and provide an insurance certificate and the contractor's license.
- Unit owners are responsible for their contractors having proper licenses and insurance.
- Unit owners are financially responsible for any damage to persons or property that is a result of contractor actions that is not paid by contractor's insurance.
- Working hours are Monday through Saturday 8:00 a.m. to 5:00 p.m.

Access to owner unit must be obtained from the unit owner.

**Specifications and Restrictions**

Bay Harbor has specifications that apply to tile on lanais, new or existing shutters, shades and glass enclosures and boat lifts. These specifications must be complied with completely. Owner must have Board approval before any of these may be installed.

- No load bearing wall may be altered. The telephone conduit must not be altered.
- Nothing may be installed on lanais without Board approval.

**Parking**

- Contractors may use unloading zones for unloading materials and tools and then must park in the parking lot (not in reserved parking places).
- During the months of November, December, January, February, March, and April contractors must park in the guest and contractor lot.
- Doors may be propped open for unloading from the unloading zone and then must be closed before the vehicle is moved to the parking lot.

**Elevators**

If elevators are needed for longer than “a trip up or down”, please contact the Bay Harbor manager Monday through Friday 8:00 a.m. to 12:00 p.m. for assistance.

- Elevator pads (wall and floor) must be used at all times to prevent damage to the elevators.
- **Resident is responsible for installation and removing pads when finished.**
- Pads are located in air conditioning room in lobby.
- Do not block elevator doors or hold elevators open.

**Halls and Lobbies**

- Shopping carts and luggage dollies that are located in the lobbies are not to be used by contractors.
- **Do not use halls or lobbies for material or tool storage.** All materials must be stored in unit being worked on or in your vehicle in parking lot.
- Use a drop cloth, if necessary, to keep floor or carpet clean.
- **Do not use halls or lobbies for work area.** All work is to be done in unit being worked on or in the parking lot.
- Clean up after work. Clean halls, lobbies, elevators and parking lot at the end of each day and at the end of the project.
- Grout, paint, wall mud, etc. must not be poured down building drains, sinks, toilets or bathtubs. Contractor must dispose of these materials from the premises.

**Trash and Debris**

- Trash chutes and trash rooms are for the exclusive use of the residents and must not be used by contractors.
- The contractor is responsible for removal of trash and debris from the premises at the end of each day.

**Contractors Sign Off**

Building: \_\_\_\_\_ Unit: \_\_\_\_\_ Date: \_\_\_\_\_

Unit Owner Name: \_\_\_\_\_

Unit Owner Signature: \_\_\_\_\_

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

Contractor Signature: \_\_\_\_\_