



Construction and Remodeling Policies and Procedures

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General Items

Introduction

These Construction and Remodeling Policies and Procedures are the specific guidelines for unit renovations and alterations at Oaks of Country Club Condominium Association. They supplement the Rules and Regulations Handbook, the Declaration of Condominium, and By-Laws. They shall all be followed by Unit Owners and contractors working for individual Unit Owners in Oaks of Country Club Condominium Association (hereinafter referred to as "Association"). If there is deemed to be any inconsistency between these documents, the Declaration shall take precedence. This packet must be read and a signed remodeling agreement, Appendix C, submitted prior to commencing any construction/remodeling so that all parties are familiar with the requirements and limitations that will affect condominium construction.

Contacts

In the event of any problems or questions, do not hesitate to contact

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Coordination

The Unit Owner and Contractor shall plan, coordinate, and execute any construction and/or remodeling work (hereinafter referred to as "construction") in such a way as to preserve the integrity of the Buildings and their components, and at no time shall the requirements of either the Buildings or governmental authorities for occupancy of any component be jeopardized.

Liens

Any mechanic's lien rights arising out of work performed or materials or labor furnished, shall attach solely to the condominium Unit in which the work is performed. Any Contractor shall have no lien rights with respect to the Buildings, their common elements, components, or other Units in the Association. Any Contractor shall waive and release any lien rights to any other portion of the Buildings for labor, materials and services furnished. The Unit Owner and any contractor shall indemnify the Association against claims by subcontractors, sworn contractors' affidavits conforming to the Florida Construction Lien Law, architect's certificate of completion, and such other releases and waivers as the Building may require. The relevant

provisions of this paragraph shall be included in all subcontractor agreements and such agreements will be submitted to the Association for review and approval.

Association Rights

If, in the sole judgment of either Oaks of Country Club Condominium Association or its Managing Agent, an emergency exists as a result of the construction, which in the Association's opinion requires immediate corrective action, then the Association may, without notice perform such corrective work or cause it to be performed by others. In such case any costs arising from such corrective work will be borne by the Unit Owner and the Contractor. The Association reserves the right of access to any part of the unit and construction area at any time to observe the work. The Unit Owner, tenants, and any Contractors and workers present shall cooperate with the Association during access for observation of work.

Construction Categories

Remodeling projects are divided into three categories. Each is defined below along with notification and approval requirements.

Category "A" Projects

These are minor projects that do not affect any Common Elements, such as painting, wallpapering, replacing appliances, and removal and installation of carpeting. The Board shall be notified at least two (2) days in advance of work in the event contractors or outside workmen are involved. Category A Projects do not require prior Association approval, outside of notification. However, all Association rules, policies and procedures shall apply, such as, but not limited to, deliveries, scheduling, noise, etcetera.

Category "B" Projects

These are more complex projects that involve possible interruption of water, electrical, phone, cable, or plumbing systems or alteration of Unit walls. Category B projects include, but are not limited to:

1. Replacing kitchen cabinets;
2. Replacing sinks, faucets, toilets, tubs, and/or showers;
3. Installing a refrigerator with an ice maker or water supply;
4. Installing a dishwasher;
5. Installing a washer and/or dryer;
6. Modifications to electrical, telephone, cable, or Internet systems;
7. Altering or closing of plumbing pipes;
8. Installation of plumbing fixtures and/or appliances, etc.;
9. Wall removal, relocations or additions involving walls;
10. Installing hard surface flooring (marble, ceramic tile, hardwood flooring, vinyl, etc.);

11. Installing hard surface walls (such as tile)
12. Replacement, modifications or repairs to the window and/or door systems;
13. Any ventilation, HVAC, or exhaust systems;
14. Modifications to lighting or fans;
15. Modifications to fireplaces.

Category B requires the Unit Owner to follow all Association rules, policies, and procedures and obtain Association approval prior to start of work. All work must be inspected by the City and/or the Association. during work and when the work is complete as noted in the Construction Approval Form.

Category “C” Projects

These projects involve possible extension into Common Area space and may include projects from previous categories. Category C Projects include, but are not limited to:

1. Combining Units;
2. Moving the location of entry door(s) in the Common Area corridor;
3. Modifications involving work in Common Area electrical and/or mechanical rooms;
4. Any modifications to the structure of the building or concrete slabs, columns, and/or exterior wall.

Category C requires the Unit Owner to follow all Association rules, policies and procedures, obtain Association approval prior to start of work, and may require the review and opinion of an architect, engineer, or other industry professional. All work must be inspected during work and when the work is complete as noted in Construction Approval Form.

General Construction Policies and Procedures

Approval Process

No work shall proceed without prior written approval by the Association Board. A Construction Agreement shall be completed by the Unit Owner and submitted to the Board. It shall be reviewed and approved/denied in no less than five (5) business days and no more than twenty (20) business days of receiving the request. This will be provided in the form of a letter. Otherwise the owner will be informed that the Board needs more time to review the construction request.

Common Element Alteration

Alteration of the building structure or common elements is not permitted without Board approval. Written authorization from the Board of Directors is required before the commencement of any construction requiring penetration into the Common Elements, including but not limited to concrete floors, ceilings, columns, and walls adjoining another

Unit. (For example, cutting or channeling of concrete floors and ceilings.) The Association may restrict or prohibit changes or additions which, in its sole judgment, may pose a danger of damage to the Common Elements or to other Units in the Building.

The following is strictly prohibited without an architect or engineer's opinion and Board approval:

1. Any work on or within the common mechanical chases;
2. Cutting into concrete columns, floors, ceilings and concrete or load bearing walls;
3. Relocation of water lines, waste lines, or venting stacks;
4. Alterations to the existing heating and air conditioning system (other than repairs or replacements of the present units). For example, this includes changing to a different type of HVAC system or rerouting of ductwork and vents.
5. Air hammers or tools and equipment with the purpose or carving or chiseling stone and/or concrete.

Compliance

All work shall conform to and be in accordance with the Declaration of Condominium, By-Laws, and Rules and Regulations of Oaks of Country Club Condominium Association. As such, all work done in a Unit must be done in strict compliance with the latest accepted Florida Fire and Building Codes and all Federal, State, Special District, County, and City zoning, safety, and environmental guidelines.

All products and materials used in remodeling projects must meet minimum standards established by the industry standardization agencies for each proposed material or product (i.e., Underwriters Laboratory, American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), US Gypsum Construction Handbook, etc.).

Construction Plans and Agreement

Before Association approval can be granted, a Unit Owner requesting to make any additions, alterations and/or improvements within a Unit, the Common Elements, or the limited Common Elements shall submit to the Board the completed Construction/Remodeling Agreement (Appendix C) with complete plans, specifications, and details including a description and professional drawings of all proposed work for review by the Board and authorized representatives. Samples may also be required. By signing the Agreement, the Unit Owner and Contractor agree that work will be performed in compliance with the Association guidelines and all municipal requirements and Florida Building Codes.

For Category C projects, the Unit Owner shall pay for any independent Architectural or Engineering review and any other lawful fees the Association deems necessary to protect and maintain the Building and common areas during the planned work. If such an independent

review is required, the architect or engineer shall submit a certificate or statement of compliance that plans for the remodeling meet all of the Association's Building Construction General Guidelines and Specifications and all state and local Building Code requirements. This would include but not be limited to all General, Plumbing, Heating, Ventilation, Cooling and Electrical work.

The Unit Owner shall also submit payment of the construction fee and deposit as then currently required by Association rules. The deposit, less any fines for non-compliance or damages, will be refunded if inspections of the premises following the remodeling results in a report of satisfactory conditions. Nothing contained in this rule shall be construed to mean that the Unit Owner's liability for damages is limited to the amount of the security deposit. These can be assessed to the Unit Owner's account.

Deliveries and Parking

Construction related deliveries, tools and materials shall be conveyed directly to the unit with no interim storage outside. It is the Contractor's responsibility to safeguard his own material and equipment at all times and to bear the risk of loss and/or damage thereto. No tools or equipment that belong to the property of Oaks of Country Club will be available to contractors for any reason.

Vehicles not involved in active loading and unloading shall be properly parked in the unit owner's parking spaces or in the visitor parking lot in the westernmost two spaces. Parking along the perimeter of the building, in fire lanes, or in handicapped spaces is prohibited.

Emergency Repairs

Unit Owners shall request permission from the Board before proceeding with emergency repairs. All the same rules, policies and procedures apply except that processing requests will be expedited. Emergencies, such as fires, floods, or storm damage, will be handled as immediately as possible by Board members or their appointed representatives.

Inspections

The Association has the right to inspect any work in progress, any completed work, the methods or materials used in connection with any such work to ensure compliance with the rules and regulations governing such work including and to stop work in progress to perform compliance reviews. It is the responsibility of the Unit Owner to ensure that any required reviews or inspections are completed prior to closing any walls or the completion of any installations by contractors or workers. In the event the Unit Owner fails to do so, the Association may require concealed walls be reopened to permit such inspection at owner's expense.

Restroom Facilities

Unit Owners must provide any contractors, workers, and employees with private restroom facilities. Public restrooms are not available. If the water is shut off to the unit, the Contractor may make temporary arrangements with the Board to use the pool house restrooms.

Utilities

When an adjoining wall or partition is opened and any mechanical, electrical, communication or cable work is done, the area must be inspected by an authorized agent of the Association before work is completed. Similarly when walls are opened for plumbing installations, alterations or repairs, the work must be authorized and inspected by the Association. Whenever a wall is altered in any way, any utilities shall be designated on all drawings as electrical, plumbing, telephone, cable, or communication. Cables and pipes will be labeled before wall is closed so that future renovators will be able to easily identify utilities.

Re-routing of telephone, cable, and communication lines shall be done by the respective utility company. The Association may require the presence (at the Unit Owner's expense) of a utility company employee if any modification is to be made which may affect service to other Units in the building.

The unit's metered electrical service will be used for all purposes. Electrical use from common areas (such as hallway outlets or light fixtures) is prohibited and may be penalized with a fee.

Working Hours and Noise

It is expected and encouraged to complete work in minimal time and with the least amount of noise and disturbance possible. Hours for construction, remodeling, or otherwise noise-producing work, excluding emergency repairs, is restricted to Monday through Friday, between the hours of 8:00 a.m. and 5:30 p.m. No noise-producing work shall be permitted on weekends or holidays, except activities that do not produce noise, such as painting and wallpapering.

Unit Owners shall notify surrounding Units in writing of their work schedule and the dates and times noise producing work will occur. This shall be presented to the Board for distribution to the affected units. A sample form for this purpose is attached, Appendix E.

Work Orders

Any work done by the Association (either employee or contractors) to make repairs, or for cleanup and removal of debris, directly or indirectly due to the construction shall be charged at rate shown in Appendix G.

Contractor Guidelines

Unit owners may hire contractors to manage and carry out construction. All Association rules, policies and procedures apply to any contractor or worker entering the building and unit. Following are general policies and procedures that shall be followed:

1. Prior to beginning work, contractors must present a certificate of insurance. Appendix B describes the specific terms and requirements.
2. For all work to be completed under Category B and C, the Unit Owner or his/her agents must be able to provide evidence that all work is to be performed and completed by a qualified, licensed contractor with individual capable of completing all work in a safe and workmanlike manner.
3. Unit Owners are responsible for communications with the contractor informing the Board that a contractor will be on the premises on any given day.
4. Contractors may not store any tools, equipment or materials in common areas of the Building, such as hallways, sidewalks, parking lots, or landscaped areas.
5. In the event of an emergency, the contractor should coordinate and comply with the Board. Emergencies should be reported immediately.
6. A protective covering shall be used on the painted walkways during hours when workers are present. They must completely cover the traffic areas and provide total protection of all surface coatings. They must be removed at the end of each work day, and common areas must be left in a clean condition. In the event that additional cleaning needs to be performed by Association personnel due to construction, the Unit owner will be charged for cleaning expenses at the rate shown in Appendix G.
7. The Unit Owner shall bear the cost of repairing damages to the Common Elements of the Building and or grounds, or damage to any Units within the Building resulting directly or indirectly from construction.
8. A fee will be charged to the Unit Owner for any removal of debris, paints and coatings, or bulk items left in the common areas which results from the construction after each workday.
9. Contractors shall not use any common areas for staging or performing construction work. If access to an adjacent space is necessary, arrangements shall be coordinated with the Board. Any additional cost (i.e. security, damage repairs, restoration) as a result will be the responsibility of the Unit Owner and Contractor.
10. No contractor or worker shall be issued keys to a unit.
11. All contractors, subcontractors, and workers shall have identification while on Condominium property. Contractor without identification shall be asked to leave and return with identification badges.

Failure to comply with these or any Association rules and regulations or the Declaration may result in contractors being barred from the building, and fines may be assessed to the unit owner.

Pre-Construction Requirements

Deposit

A \$250 refundable deposit shall be required for construction in category B and a \$500 refundable deposit shall be required for construction in category C. This deposit shall be used as security for potential rule violation fines, corridor, and/or common elements damages and clean up that may occur and will be required from each Unit Owner prior to the commencement of work. This deposit, submitted in the form of a cashier's check or money order to the Association's Treasurer, will be held by the Association in a trust account for such purposes. Any time a construction fee is assessed or damage occurs, it can be paid with monies from this deposit, and the Unit Owner will be asked to return the deposit to the original level. Should this not occur, the contractor may be denied access to the Condominium property. Any unused portion of the deposit shall be returned to the Unit Owner after acceptance of the work. See Appendix G for a schedule of the construction fees.

Insurance

Unit owners doing any construction independently, the minimum homeowner's insurance requirements established by Appendix H must be met. Where a Contractor is hired, a certificate of insurance shall be provide consistent with the requirements under Appendix A and maintained for the duration of the project.

Permits, Fees, and Notices

The City of Rockledge Building Department shall determine if a building permit or any other type of permit(s) is required for the work. The Unit Owner or Contractor shall secure and pay for the building permit and for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of their work. The Unit Owner is responsible for all communications with the City of Rockledge relative to Unit Owner's work.

The Unit Owner and/or Contractor shall submit all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of their work. If it is found contract documents are at variance with applicable laws, statutes, ordinances, building codes and regulation in any respect, the Association shall be notified and the necessary adjustments shall be made before construction begins.

If the Unit Owner or a Contractor performs any work which the Contractor knows, or in the reasonable performance of his obligation should know, to be contrary to Florida law or

municipal regulations and does not notify the Association, the Contractor and the Unit Owner shall be jointly and individually responsible to the Association for making all changes required to comply with such regulations; and the Unit Owner and the Unit Owner's Contractor shall jointly and individually bear all costs arising from such violations and each will indemnify and hold the Association, the Board of Directors, the managing agent and Association employees harmless from any and all liabilities, costs and losses resulting from such violations. Should the Association receive notice of a building code violation from the City of Rockledge or a notice from any other state or municipal department, the Association will consider notice to the Unit Owner and/or Contractor having been provided.

Submittal of Plans

The plans and specifications for construction must be submitted to the Condominium Association for review prior to the commencement of any work in the Building. A minimum of two (2) sets of plans and specifications shall be delivered to the Board no less than ten (10) business days prior to the commencement of work in order to allow sufficient time for review.

In the event the plans submitted for review are deemed by the Association to require review by an approved architect or engineer, the expense for this review shall be borne by the Unit Owner. The Unit Owner shall be required to abide by any construction revision notations indicated by the architect's review, and construction shall not commence until revised plans are resubmitted.

The Construction Plan shall include, but not be limited to, the following:

1. Two sets of plans and specifications as required above, and proposals prepared by any contractor and sub-contractors.
2. A floor plan of the unit illustrating the locations and nature of the construction.
3. Anticipated dates construction will commence and finish. Any work requiring more than 90 days needs to be approved by the Board. (No less than three (3) days prior to actual commencement of work, Unit Owners shall submit a construction schedule to the Board, and provide written updates of any schedule changes. To avoid conflicts with other activities scheduled in the building, Unit Owners shall consult with the Board before scheduling work to begin.)
4. Anticipated material delivery schedules, including means and methods.
5. Specifications for structural loading capacities and penetrations (if necessary).
6. A list of all contractors and subcontractors (names, addresses, phone numbers), and submittal of the contractor's State of Florida license number. Also, contractor and/or architect emergency phone numbers.
7. List of all supervisory personnel and emergency phone numbers.
8. Certificates of comprehensive general liability and property damage insurance from a reliable provider, as described in Appendix B. No construction work will be

- allowed to begin until the appropriate Certificates of Insurance have been received, including all contractors and delivery companies.
9. Proof of building permits, if required.
 10. Signed Remodeling Agreement Appendix 'C'.
 11. Waivers of lien or sworn statements from contractors and subcontractors to protect the Property from all mechanic's and material man's liens.
 12. Payment of the refundable deposit (as applicable).

Startup Meeting and Approval

The Unit Owner and any Contractors will be required to attend a start-up meeting with the Board during business hours no less than three (3) days prior to the commencement of construction. The agenda, prepared by the Board, for the meeting will include a review of both the Construction related rules, policies and procedures, the construction plan and anticipated schedule, and the Association's approval letter.

Construction Requirements

Walkway Protection

The utmost care shall be used daily to avoid damaging the walkways including erecting and maintaining any necessary protection. It will be removed and the hallway cleaned at the end of each workday. The Unit Owner shall be responsible for all costs associated with any necessary repairs to the walkways, and/or common areas resulting from construction. The Association shall remedy, at Unit Owner's expense, all damage or loss to any property caused in whole or in part by construction, including the work of any contractor, subcontractor or their employees.

General Carpentry Guidelines (Categories "B" and "C")

1. All work is to be completed by a licensed carpenter in a safe and workmanlike manner.
2. No penetrations of or changes to the walls shall be allowed including, but not limited to, the installation of speakers.
3. There shall be no metal-to-metal contact between any two dissimilar building systems.
4. A minimum of 1 layer of ½" gypsum board each side over 3 ⅝" studs spaced at most 16" on center is required for all interior partitions.
5. A minimum of 1 layer of ⅝" gypsum board each side over 3 ⅝" studs spaced at most 16" on center with not less than 2" OFC friction fit sound batt insulation or similar material is required for all party walls between units.

Electrical Guidelines

1. All major electrical work must be completed by a licensed Florida electrician in a safe and workmanlike manner, and completed to UL standards, consistent with any building codes or regulatory requirements that may be relevant. If any codes or regulatory requirements are contradictory, the most stringent should be applied.
2. Electrical panels must have an unobstructed clearance for a minimum of thirty-six (36) inches. Adjustable shelves and removable closet rods are considered obstructions.
3. No wall, floor or ceiling electrical boxes may be hidden after the removal of a switch or receptacle or fixture until all wiring no longer in use has been removed and the box is completely empty. Inspection of the box by the Association is required.
4. Electrical panels must be covered and/or protected at all times during construction.
5. Ground Fault Interruption receptacles must be used in all bathrooms, kitchens and where a fixture or outlet is placed within six (6) feet of water fixtures.
6. All plans for steam showers, sauna or whirlpool electrical components and enclosures are subject to review and approval by the Board prior to installation in the unit.
7. All work to be performed on telephone, cable, or communication lines must be completed by qualified personnel approved by the Board.
8. Channeling of support columns and/or studs is not permitted.
9. Channeling of floors or ceilings is not permitted.
10. Any fixtures must either be mounted with a standard junction or have a self-contained junction box, all according to the Florida Building Code.

Plumbing Guidelines

1. All plumbing work is to be completed by a licensed in Florida plumber in a safe and workman like manner, consistent with Florida Building Code.
2. Relocation of waste lines, open site relief drains or venting stacks is strictly prohibited.
3. All plumbing connections are to be sweat soldered copper. No pressure fittings will be allowed except angle stops.
4. Main plumbing supply / branch lines shall be installed with shut off valves to allow for complete shut off of water supply to condominium unit without shutting off or otherwise affecting the water supply to the rest of the building or to other residents.
5. Hot water heaters must have an aluminum drain pan. Plastic pans are not permitted.

6. Individual shut-off valves are required for all newly installed or replaced plumbing fixtures.
7. Dielectric unions are mandatory on all domestic plumbing lines.
8. Plumbing modifications to Units which require penetration of the slab (above or below) are not allowed.
9. Any drain line which exceeds a five foot run from the fixtures to the main waste line is required to be properly vented.
10. For whirlpool and Jacuzzi® installations, manufacturer's specifications indicating weight of "tub" must be submitted for Board approval, and such items must be approved for use in the City of Rockledge and comply with all city codes.
11. The Association may restrict or prohibit changes or additions to plumbing or structural changes which, in the sole judgment of the Association, may pose a danger of water damage or structural damage to the Common Elements or to other Units in the Building.

Mechanical Guidelines

1. All mechanical work shall be completed by a licensed contractor or technician in a safe and workmanlike manner, consistent with any building codes or regulatory requirements that may be relevant.
2. In no case will the cutting of reinforcing bars/cables in concrete structural elements be allowed.
3. Manufacturer's specifications shall be submitted to the Board filing on any "new" mechanical equipment (fan coil units, humidifiers, etc.) to be installed. Equipment should utilize commonly available internal filters.
4. Connections to any venting system for the purpose of exhausting a dryer or stove is strictly prohibited. Dryers may only be connected to existing dryer venting and atmospheric stoves are required.
5. All construction, including raised floors, partition walls and decorative finishes must be detailed to permit removal of and service to HVAC units for return air.
6. All HVAC units installed in 82xx units must be hung from the roof rafters using chains.
7. Superimposed live loads shall not exceed 40 pounds per square foot.
8. Any new construction shall allow for complete accessibility and removal of the fan coil units, humidifiers, filters, etc.
9. Any new piping shall have shut off valves installed at all fixtures.

Floor Coverings

All units not on the ground floor are subject to stringent noise abatement policies. This section applies only to units not situated on the ground floor. Transmission of noise resulting in complaints will be investigated.

For any planned installation of Hard Surface Flooring, the agreement Appendix F will be signed and submitted with the construction plans. Prior written authorization from the Association is required for all new installations and replacement of hard surface flooring including parquet, hardwood, wood laminate, marble, ceramic, stone, slate, and vinyl in all rooms. Even with the proper precautions, these materials may result in more sound transmission than is acceptable and area rugs may be required in some instances. Board approval for installation will not be granted unless the following specifications are satisfied:

Hardwood Flooring

Minimum underlayment shall include at least ½" cork for sound absorption (or an industry accepted equivalent) adhered with latex adhesive to the bare floor, covered by at least ½" plywood adhered with latex adhesive to the cork. Hardwood flooring shall be adhered to the plywood per manufacturer's recommendations. Nails or staples are not to penetrate the cork or other soundproofing material. A gap of at least ¼" must be left between the flooring and any walls (to minimize sound transmission and to allow the flooring to expand with humidity) and shall be filled with insulation board, cork or flexible caulk. If necessary, baseboard or molding may be installed to conceal the gap.

Marble, Ceramic, or Stone Floors

Minimum underlayment shall include at least ½" cork (or an industry accepted equivalent) adhered with latex adhesive to the bare floor, covered by mud flooring and then covered by the marble, ceramic or stone. A gap of at least ¼" must be left between the flooring and any walls (to minimize sound transmission) and the gap must be filled with insulation board, cork or flexible caulk. The gap shall not be filled with mud flooring or grout. If necessary, baseboard or molding may be installed to conceal the gap.

Vinyl and Other Resilient Floor Coverings

The minimum underlayment shall include at least ½" cork (or an industry accepted equivalent) adhered with latex adhesive to the bare floor covered by at least ½" plywood adhered with latex adhesive to the cork. Vinyl or other resilient flooring must be adhered to the plywood following the manufacturer's recommendations. Nails or staples are not to penetrate the cork or other soundproofing material. A gap of at least ¼" must be left between the flooring and any walls (to minimize sound transmission) and that gap shall be filled with insulation board, cork or flexible caulk. If necessary, baseboard or molding may be installed to conceal the gap.

Any other installation methods or alternative underlayment materials also require prior written board approval. Sound-proofing materials other than cork require evidence from the contractor or manufacturer demonstrating that the material has sound-absorbing properties that meet or exceed that of ½" of cork.

Unit Owner and contractors shall acknowledge the owner may be fined and ordered to remove any hard surface flooring that does not conform to these requirements or that otherwise is determined to be in a condition that causes disturbance to neighboring units. The Unit Owner shall comply with any requests to remove such flooring, consistent with the agreement.

Clean Up

The Unit Owner and any Contractor shall provide all labor, equipment, and supervision necessary to provide clean up and removal of all materials related to the construction and performance of their work. This includes rubbish, cartons, packaging, wood, debris, trash, recycling surplus materials, tools, equipment etc. Such materials shall be removed and transported from the Building. Garbage and waste from construction shall be removed from the building in bags or covered containers. If materials can not fit in the dumpster on the east end of the 8000 building, arrangements shall be made for a drop off dumpster. Scheduling shall be coordinated through the Board in accordance with the rules and regulations. Failure to clean up and remove trash as described above shall result in the Association providing cleanup and trash removal using its own resources and back charging all costs and any fees to the Unit Owner.

The water closets, toilets, sinks, bathtubs, showers, basins and other plumbing fixtures and drains are not to be used for any purpose other than those for which they were designed, nor may any sweepings, rubbish, rags or other improper articles be deposited into them.

Environmental Protection

Construction work shall comply with pollution and environmental protection regulations for the use of water and other services, and for discharge of wastes and storm water drainage from the Building. All solid and liquid waste and hazardous substances (e.g. solvents, cleaners, waste oils, etc.) shall be handled and/or disposed of in full compliance with all applicable federal, state and local statutes, regulations, ordinances and rules. No building construction waste shall be disposed of down drains. No toxic materials shall be used or brought into the building; the owner's contractor shall provide proper ventilation for all materials involving noxious odors.

Any hazardous materials found, not disposed of properly, shall result in an immediate halt to the project until they are fully and properly cleaned up.

Fire Protection

The Unit Owner and any Contractor shall provide a fire protection and prevention program for workers and employees while construction is underway. Adequate fire extinguishing equipment ready for instant use at all areas, shall be provided and maintained as required to supplement temporary or permanent fire extinguishing equipment as provided by the fire code. The following measures shall also be taken:

1. Prevent accumulations of flammable debris and waste in or about the Building.
2. Smoking is prohibited in all common areas.
3. Closely supervise welding and torch-cutting operations in the vicinity of combustible materials and volatile conditions.
4. Portable heating units and fuel shall not be allowed anywhere in the Building.
5. Maintain fire-extinguishing equipment in working condition, with current inspection certificate attached to each extinguisher, as required by the fire code.
6. Fire rated walls should not be opened or altered in any way. Should openings be required to access plumbing lines, electrical connections, etc. the walls must be immediately re-closed and fire rating restored.

Leak Protection

All water facilities shall be protected from potential leakage and water damage resulting from the construction. Should any leak be discovered, all work must stop and the leak be repaired before work may resume.

Storage of Materials and Equipment

All construction materials must be stored in the Unit within which Unit Owner's Contractor is working. Storing of materials in corridors, common areas, etc. will not be permitted.

Flammable materials as defined by OSHA (The United States Occupational Safety and Health Administration) Standards are not to be stored within the Building. They must be used and removed the same day. Failure to comply with these regulations will result in immediate removal of all material by the Association at the Unit Owner's expense.

The unit owner and any contractors or respective suppliers shall be responsible for the proper care and protection against damage and theft of all materials, equipment, and tools to be used for construction.

Failure to Comply with Procedures

The Board of Directors takes its responsibility to the Condominium Association very seriously. These Polices and Procedures are designed to protect value and quality of our homes. Any failure to comply with the Policies and Procedures outlined in this document will result in Unit Owner being given 24 hours to bring the project into compliance. If after this 24 hours period, owner is still not in compliance, the matter will be turned over to the Association Attorney for rules compliance. **All costs associated with enforcement of Construction and Remodeling Polices and Procedures will be billed to the Unit Owner.**

Appendix A: Construction/Remodeling Checklist

This checklist is to help you get organized when putting your packet together to submit to the Board.

1. Required Association Forms
 1. Certificates of Insurance for all contractors and sub-contractors (Appendix B),
 2. Completed Construction Agreement (Appendix C),
 3. Completed waiver of lien (Appendix D)
 4. Construction Noise Notice (Appendix E)
 5. Hard Surface Flooring Agreement, if applicable (Appendix F).
2. A written scope of the work and Construction Plan with a remodeling timeline, including start date and projected finish date.
3. A list of contractors and/or subcontractors (i.e., names, addresses, telephone numbers)
4. A floor plan illustrating the locations and nature of the construction.
5. A cashier's check or money order for the refundable construction deposit.

Please insure all of the above items are included before you submit a Remodeling Packet to the Board for review. The Board will contact you to review any questions, problems and to discuss the next steps including scheduling the Start-Up Meeting.

Appendix B: Contractor Insurance Requirements

Before commencing work any hired contractor or subcontractor shall supply the Association with Certificates of Insurance, evidencing compliance with the minimum requirements listed below. This can be submitted to the Board with the construction plan. Each certificate shall state that the insurance evidenced by such Certificate and shall not be cancelled or reduced without thirty (30) days' prior written notice to the Association.

1. Workers' Compensation

- a. Statutory Coverage in accordance with the laws of the state with jurisdiction, including Voluntary Compensation, Other States Coverage and Waiver of Subrogation.
- b. Employer's Liability with limits of not less than \$500,000 each accident/injury, \$500,000 each employee/disease, \$500,000 disease/policy limit.

2. General Liability

- a. Bodily Injury Liability and Property Damage Liability in an amount not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.
- b. Above to include Blanket Contractual Liability, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Personal Injury (Employee Exclusion Deleted), "X", "C" and "U" Exclusions deleted, Incidental Medical Malpractice, and Host Liquor.
- c. If the policy is written on a general aggregate form, the general aggregate limit shall apply separately to this contract.

3. Automobile Liability

- a. Bodily Injury Liability and Property Damage Liability in an amount not less than \$1,000,000 Combined Single Limit.
- b. Above to include Employer's Non-Owned and Hired Car Coverage.

4. Umbrella Liability

- a. \$1,000,000 each occurrence and in the aggregate excess of items (1b), (2) and (3) above.

5. Additional Insured

The Association requires the following statement listing additional insured agents on every insurance policy, noting the unit owners name and the unit where contractor is working: "As it relates to the unit under construction #_____, and work on behalf of unit owner _____, additional insured under the listed policies shall be the Oaks of Country Club Condominium Association and its Board of Directors, employees and agents."

Appendix C: Construction/Remodeling Agreement

The undersigned acknowledges no work other than the work specified within the remodeling packet, shall be done without the approval of the Board.

Project commencement must be within 120 days of Board approval, or documentation must be resubmitted.

If for any reason the approved remodeling process will take longer than originally planned, the homeowner must contact the Board and provide a revised construction schedule.

I confirm that I have read and understand the Remodeling Guidelines and Floor Covering Rules as set by Oaks of Country Club Condominium Association.

The undersigned has received the "Construction Rules" as amended for the Oaks of Country Club Condominium Association and agrees to abide by the rules set forth therein.

Owner Name _____ Date _____

Owner Name _____ Date _____

Unit Number _____ Phone _____

Contractor Name (Please print): _____

Authorized Signature of Contractor: _____

Regarding Unit Number: _____ Date: _____

Appendix D: Waiver of Lien on Other Units and Common Elements

STATE OF FLORIDA)
)SS
COUNTY OF BREVARD)

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned have been employed by _____ to furnish _____ for the premises known as Unit _____, 1600 Woodland Drive, Rockledge FL, a part of the Oaks of Country Club Condominium Association of which _____ is the Unit Owner.

The undersigned, for and in consideration of the contractual obligations of the above Unit Owner and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby waive and release any and all liens or claims, or right to, lien, under the statues of the State of Florida, relating to mechanics' liens, with respect to any other Units in the Building that it does not have a contractual relationship with, and with respect to the common elements of Oaks of Country Club Condominium Association, and the improvements thereon, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above described premises.

Executed this _____ day of _____, 20_____.

_____ Company Name

By: _____

Company Representative Signature

Company Representative - Print Name

Appendix E: Construction Noise Notice

Date: _____

I/We the owner/s of unit # _____ intend to conduct construction for repairs and improvements to our unit, which has been authorized by Oaks of Country Club Condominium Association, in strict accordance with the applicable rules, policies and procedures related to construction. We expect work to begin on _____ and end _____. During that time period we expect to generate noise from time to time, Monday through Friday between 8 am and 5:30 pm. Due to the nature of the work and tools and equipment being used, there may be construction traffic and excessive noise or disturbances on the following dates: _____

We apologize in advance for any frustration or inconvenience it may cause, but we are providing this notice so you have an opportunity to make any necessary arrangements to minimize the impact our approved remodeling project may have. We thank you for your understanding, support, and patience.

Signed: _____

Appendix F: Hard Surface Flooring Agreement

The undersigned contractor ("Contractor") and the undersigned owner of a unit in Oaks of Country Club Condominium Association ("Owner") have contracted for installation of hard surface flooring in the condominium unit of Owner indicated below. As required by the Construction/Remodeling Policies and Procedures and the Oaks of Country Club Rules and Regulations, Contractor and Owner specifically acknowledge and agree:

1. **Underlayment.** The Unit Owner and Contractor warrants and guarantees that the hard surface flooring will be installed over a sound-absorbent underlayment consisting of ½" cork with ¾" plywood overlayment, or an underlayment with equal or greater sound transmission characteristics.
2. **Sound Transmission Characteristics of Floor Assembly.** The sound dampening material underneath the flooring needs to yield an Apparent Impact Insulation Class (AII) rating of at least forty-eight (48) when tested in accordance with the American Society of Testing Materials Designation E 1007-11 ("Field Measurement of Tapping Machine Impact Sound Transmission Through Floor-Ceiling Assemblies), with classification to be in accordance with ASTM designation E 989-06 ("Standard Classification for Determination of Impact Insulation Class"). This rating should be maintained over the life of the flooring, so appropriate maintenance and care is recommended.
3. **Removal of Non-Compliant Hard Surface Flooring.** The undersigned acknowledges the owner may be fined and ordered to remove any hard surface flooring that does not conform to the requirements in paragraphs 1 and 2 of this Contract Rider Agreement.
4. **Work Hours - Power Tools.** Contractor agrees that power tools (saws, drills, chippers, etc.) may be used only between 8 a.m. and 5:30 p.m. The owner is required to fill out the attached Construction Noise Notice (Appendix E). This letter is then distributed to neighboring units (above, adjacent, and/or below) for notification purposes when power tools will be used that may be disruptive to neighboring units.
5. **All Material On Site Before Commencement of Work.** The undersigned agrees that no flooring-related work will be performed in the unit prior to delivery to the unit of all materials, supplies and equipment required for installation of the hard surface flooring. The Board will be contacted to schedule an inspection of the materials before work begins.
6. **Completion Deadline.** Contractor acknowledges and agrees that all flooring-related work in the unit will be completed based on the timeline submitted.
7. **Required In-Progress Inspection.** The undersigned acknowledges that an interim inspection by Oaks of Country Club Condominium Association is required after each layer of the underlayment is installed, and before any hard surface flooring is installed. The undersigned agrees to arrange for such inspection before installing any hard surface flooring in the unit. Failure to do so may result in a fine and order to remove portions of the flooring to confirm proper installation.

HARD SURFACE FLOORING AGREEMENT

Date: _____

Unit in which hard surface flooring will be installed: _____

I confirm that I have read, understand and will comply with the Hard Surface Flooring Agreement as presented by Oaks of Country Club Condominium Association.

Owner Information

Print Name: _____

Signature: _____

Address: _____

Phone #: _____

Contractor Information

Print Name: _____

Signature: _____

Address: _____

Phone #: _____

Appendix G: Construction Fines

Failure to notify Board of a Category A Project	\$50.00
Failure to get Board approval for a Category B Project	\$100.00
Failure to get Board approval for a Category C Project	\$500.00
Construction noise outside permitted hours	\$50.00 per incident
Cleanup and Removal of Construction Debris	\$20.00/hr + equipment and supplies
Repairs due to Construction Damage	Actual Cost
Attorney Fees for enforcement of rules	Actual Cost

Appendix H: Minimum Homeowner Insurance Requirements

Appendix H: Minimum Homeowner Insurance Requirements