



CITYPLACE SOUTH TOWER CONDOMINIUM ASSOCIATION, INC.
ARCHITECTURAL MODIFICATION APPLICATION FORM

DATE: _____ UNIT #: _____

UNIT OWNER (APPLICANT): _____

TELEPHONE #: (HOME): _____ CELL: _____

TYPE OF MODIFICATION BEING REQUESTED (Please describe in detail. Include materials and colors used as well as size.): Please refer to Declaration of Condominium. Use back if necessary.

PLEASE ATTACH THE FOLLOWING DOCUMENTS AND COMPLETED FORMS TO THIS APPLICATION.

- 1. A COMPLETE SET OF ARCHITECT'S PLANS & DRAWINGS
2. CONTRACTORS' CURRENT CERTIFICATE OF INSURANCE WORKER'S COMPENSATION, LICENSE AND THE NECESSARY WORK PERMITS (Association & Unit named as the additional insured)
3. SECURITY DEPOSIT \$1000.00 (REFUNDABLE)
4. NOTICE AND ACCEPTANCE OF STANDARDS FOR CONTROL OF SOUND TRANSMISSION AND IMPACT TRANSMISSION (FLOOR COVERINGS) - IF APPLICABLE
5. APPLICATION FOR HARD/TILE FLOORING AND INSULATION DATE - IF APPLICABLE
6. DELIVERY/RENOVATION/MOVING AUTHORIZATION AND DEPOSIT FORM
7. UNIT ACCESS AUTHORIZATION FORM
8. CONSTRUCTION & IMPROVEMENT REGULATIONS

A CLEAN UP FEE OF \$500.00 WILL BE CHARGED TO OWNER IF CONTRACTOR DOES NOT REMOVE TRASH FROM JOB.

I/We understand and acknowledge that approval of this application must be granted before work on the modification may commence and that if modification/installation is done without the 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 that work may not commence until the Association has received a Building Permit from the City of West Palm Beach. If modification/installation is done prior to the receipt of the Building Permit, the Association may force the removal of the modification/installation and subsequent restoration to original form at my expense.

All contractors are responsible for removal of debris from the property as a result of improvements.

Applicant Signature: _____ Date: _____

APPLICATION APPROVED [] APPLICATION DENIED []

Reason for denial: _____

General Manager: _____ Date: _____

Chief Engineer: _____ Date: _____



CITYPLACE SOUTH TOWER CONDOMINIUM ASSOCIATION, INC.

**NOTICE AND ACCEPTANCE OF STANDARDS FOR CONTROL OF
SOUND TRANSMISSION AND IMPACT ISOLATION (FLOOR COVERINGS)**

Pursuant to the Rules & Regulations for **CITYPLACE SOUTH TOWER CONDOMINIUM ASSOCIATION, INC.**, A Condominium hard and/or heavy surface floor covering, including, without limitation, tile and wood (“Floor Coverings”), cannot be installed in any part of a condominium unit, without the prior approval and consent of **CITYPLACE SOUTH TOWER CONDOMINIUM ASSOCIATION, INC.** (“The Association”).

The Association has set a standard for Sound and Impact Isolation for all hard floor coverings within a unit with a material other than carpet may do so provided a sound insulating membrane is installed between the flooring material and the concrete slab. The material must have a minimum IIC rating of 50 and STC rating of 50 for an 8” slab with a non- acoustic ceiling. The unit owner shall install the forgoing insulating materials in a manner that provides proper mechanical isolation of the floor coverings from any rigid part of the building structure, whether of the concrete sub-floor (vertical transmission) or adjacent walls and fittings (horizontal transmission) under the required City permitting and inspection process. In addition, the Association shall not approve the installation of any hard and or heavy surface floor coverings unless all requirements pursuant to the CityPlace South Tower Designer and Contractor Improvement Requirements are met.

If any installation of hard and/or heavy surface floor covering shall be made in violation of these standards, the Association shall have the immediate right to prohibit any further installation or, if already installed, require that the floor coverings be removed at the unit owner’s expense and replaced with floor coverings and sound insulation which meets the above described standards. Compliance with such standards is mandatory under the Declaration of Condominium and shall be enforced for the benefit of all the Unit Owners in the building. Compliance may be enforced by the Association in the Circuit Court in and for the City of West Palm Beach – Palm Beach County, Florida by an action seeking injunctive relief or specific performance. The undersigned acknowledges such rights and submits to the jurisdiction of the City of West Palm Beach – Palm Beach County Circuit Court for the enforcement of the standards described above. In the event that a judicial proceeding shall be necessary, the Association’s costs to make the required corrections and the Association’s reasonable attorneys’ fees (including trial and appellate fees) and court costs shall be charged against the unit owner and such amount shall be secured by lien in favor of the Association against the condominium unit and shall be enforceable in accordance with the terms of the Declaration of Condominium.

A copy hereof shall be maintained in the Association’s records and maybe used in any enforcement proceedings of the Rules & Regulations of the Condominium Documents. No proposed transfer of title or lease of the condominium unit shall be approved unless the intended transferee or lessee shall have signed a copy of this Notice acknowledging the receipt hereof and such transferee’s or lessee’s agreement to abide by and bound by the terms hereof.

The undersigned hereby acknowledges receipt of the forgoing notice and agree to abide by and be bound by the terms hereof.

Unit #: _____ Date: _____

Unit Owner Name (Print): _____

Unit Owner Signature: _____



CITYPLACE SOUTH TOWER CONDOMINIUM ASSOCIATION, INC.

APPLICATION FOR HARD FLOORING INSTALLATION AND INSULATION DATA

Unit Owner's Name: _____

Telephone #: _____ Unit #: _____ Scheduled Install Date: _____

Contractor/Installer Company: _____

Contractor/Installer Address: _____

Contractor/Installer Telephone #: _____

Type of Sound Insulation/Isolation: _____

STC RATING: _____

IIC RATING: _____

(STC and IIC ratings must be supported with documented data on sound testing. In addition, a sample of the soundproofing material must be supplied accompanying this paperwork. The Management Office must be notified when the soundproofing installation is completed so that we may inspect the installed areas for future reference.)

Location where floor will be installed: Square footage and type of hard flooring:

Bathroom: Footage - _____ Type - _____

Bedroom: Footage - _____ Type - _____

Den: Footage - _____ Type - _____

Dining: Footage - _____ Type - _____

Foyer: Footage - _____ Type - _____

Kitchen: Footage - _____ Type - _____

Living: Footage - _____ Type - _____

Utility: Footage - _____ Type - _____

Any balcony hard flooring installation requires the Association approved waterproofing product applied to the slab prior to installation. This application must be made in accordance with the manufacturer's instructions.

Balcony: Footage - _____ Type - _____

The above named contractor is attesting to the fact that proper soundproofing as stated above will be installed.

Contractor/Installer Signature _____

Date _____

Unit Owner Signature _____

Date _____



CITYPLACE SOUTH TOWER CONDOMINIUM ASSOCIATION, INC.

**DELIVERY/RENOVATION/MOVING
AUTHORIZATION & DEPOSIT FORM**

NAME:	UNIT:	PHONE:
DEPOSIT RECEIVED:		DEPOSIT RETURNED:
DATE & NAME OF DELIVERY/RENOVATION/MOVING:		

I agree that all work performed or delivered to improve and / or furnish my condominium unit by the above party is being performed on my behalf, by such party as my agent I assume full liability for damages caused by such agent, whether to any person, or whether to my unit, the building, its common elements or the property of any other party. If any damage occurs, the Association, its management of agents, in their sole discretion, will determine if any deduction from the \$1,000.00 deposit is required or if it is required to withhold the \$_____ deposit as payment for repairs and charge my assessment account for any damage requiring repair in excess of the \$_____ deposit.

The above date has been reserved for me and any rescheduling must coincide with an available date on the Association reservation calendar.

I acknowledge that large/heavy deliveries and moving in/out are to be made through the Receiving Entrance (loading dock area) only. Delivery vehicles shall temporarily park in the Receiving Entrance area for garage access during loading and off loading. Commercial vehicles are not permitted in the garage.

Procedures

1. Please provide the Management Office one-week notice of move – in date and time.
2. Deposit a check or money order in the amount of \$1,000.00 as a security deposit towards damage (refundable).
3. No overnight storage permitted.

Notes

1. Movers are not permitted to begin unloading after 2:00pm.
2. No items may be stored or left in the receiving area.
3. Residents or residents’ agent must be at home to accept deliveries of furniture and packages.
4. Residents must take full responsibility for the delivery of large items; Security will not supervise delivery of furniture.
5. Cartons, crates and packing materials must be removed from the property.
6. Trucks, moving vans or other oversized vehicles 13 feet or higher will not be able to unload at the receiving/docking area. Notify your deliverers and movers to use an appropriately sized vehicle.
7. Oversized items that will not fit in the elevator will need to be scheduled for transport through Otis Elevator Company (see Management Office).

I hereby agree to indemnify and hold harmless **CityPlace South Tower Condominium Association, Inc.** and its employees or agents for any claim against the Association arising from any situation in connection with this authorization. I have read and understand the delivery/renovation/moving procedures at **CityPlace South Tower Condominium Association, Inc.**

Signature: _____ Date: _____



CITYPLACE SOUTH TOWER CONDOMINIUM ASSOCIATION, INC.

ACCESS AUTHORIZATION

Date: _____

Unit Owner/Resident: _____ Unit #: _____

THIS IS TO AUTHORIZE AND REQUEST you to grant access to the above-described Unit in **CityPlace South Tower** Condominium to the person(s) named below.

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

- a. Although the purpose(s) of the entry is stated below (for information only), **CityPlace South Tower Condominium Association, Inc.** is not responsible to see to such purpose(s) as being fulfilled, nor for limiting access for the accomplishment of such purpose(s). This authorization is for entry into the building, not the stated unit. A key or other mode of granting access to the unit must be provided by the unit owner or resident;
- b. **CityPlace South Tower Condominium Association, Inc.** is not responsible in any manner for supervising, observing or controlling the conduct of the person(s) to whom access and/or the key was given, and;
- c. The undersigned agrees to fully indemnify and hold harmless **CityPlace South Tower Condominium Association, Inc.** and all of its officers, directors, members, employees and agents (including, without limitation, the **CityPlace South Tower** Management Company, Security Company and their officers, directors and employees) whether in the Unit, the Common Elements of the Condominium or otherwise (such agreement to include all attorneys fee and court costs regardless or whether suit is brought or any appeal is taken therefrom).

NAMES OF PERSON(S) AUTHORIZED TO HAVE ACCESS:

NAME OF COMPANY (IF ANY):

PURPOSE OF ACCESS (FOR INFORMATION ONLY):

INTENDED TERMINATION DATE OF AUTHORIZATION: The undersigned agrees to notify Management, in writing, of the termination of this authorization. You are entitled to assume that this authorization is in full force and effect until you actually forward a written notice of such termination.

UNIT OWNER/RESIDENT Signature on behalf of all owners/residents of the Unit

Print Name

Date

Management Acceptance Signature

Date

CONSTRUCTION AND IMPROVEMENT REGULATIONS

The following information describes and explains the construction and improvement regulations for Unit Owners, Designers and/or Contractors working in Units located at **City Place South Tower** Condominium Association, Inc. These regulations apply to all unit owners, lessees, designers, contractors, sub-contractors, and their employees.

The Unit Owner shall be fully responsible to ensure that all parties involved in any work conducted in his/her Unit are provided with a copy of these Construction and Improvement Guidelines and that the contractor understands that his workers must strictly comply with these Improvement Guidelines. The Association shall provide sufficient copies of these Construction and Improvement Guidelines to the Unit Owner for distribution by the Unit Owner to each of the Unit Owner's contractors at the time of the Association's approval of the Unit Owner's Application for Architectural Modification (i.e. floor installation).

Please note: Due to the nature of the building's construction penetrations of the floor or ceiling slab are strictly prohibited without the express written consent of the Association, Please see the Association Office for further information.

Failure to abide by the following requirements and procedures will lead to the exclusion of those hired from work on the property.

OWNER REQUIREMENTS PRIOR TO STARTING WORK

Unit Owners must have CLOSED on their Unit and provided a Closing Statement & Warranty Deed to the Association Office. If required by the State, County, or Local Governments, any and all permits and a Notice of Commencement must be filed with the local recorders before work on the Unit Owner's construction project may commence. Copies of all permits, plans and notices must be supplied to the Management Office prior to commencement of work. If work is of minor nature not requiring permits, a letter to the Association explaining the work must be submitted prior to the commencement of any work in the Unit and the approval of the Association.

The Association shall have the right to immediately shut down the Unit Owner's construction work for the failure of the Unit Owner and/or Its contractors to comply with these Construction and Improvement Guidelines, with all costs associated with the shutdown to be borne by the Unit Owner. The Association shall have the authority to designate and/or increase the trash removal/cleanup fee at any time, in its sole discretion, due to the type, size or scope of the work of the Unit Owner's project and the resulting trash removal/cleanup costs. Daily cleanup by the Owner's Contractor is required to ensure that no safety or fire hazard exists in a Unit. Special attention must be placed on any materials such as oily rags and flammable liquids that could ignite through spontaneous combustion. No materials, debris, trash or scrap out is to be allowed or left in Common Areas. Any special requirements for temporary storage of materials must be coordinated and approved by the Association. The Unit Owner's contractors shall remove all trash, debris, hazardous and scrap material from the Unit at the end of each workday.

THE CONDOMINIUM PREMISE'S TRASH CHUTE(S) AND/OR CONTAINERS CANNOT BE USED BY ANY CONTRACTOR OR UNIT OWNER FOR DISCARDING OF CONSTRUCTION DEBRIS (INCLUDING CARPETING, TILE, WOOD, CEMENT, ETC.). VIOLATION OF THIS RULE WILL RESULT IN THE UNIT OWNER'S CONSTRUCTION PROJECT BEING SHUT DOWN BY THE ASSOCIATION AND FEES ASSOCIATED WITH THE DISPOSAL OF THE DEBRIS CHARGED TO THE OWNER.

1. APPLICATION PAPERWORK

An "ARCHITECTURAL MODIFICATION APPLICATION FORM" or, in the case of hard flooring installation, the "NOTICE AND ACCEPTANCE OF STANDARDS FOR CONTROL OF SOUND TRANSMISSION AND IMPACT ISOLATION (FLOOR COVERINGS)" & the "SUBMISSION REQUIREMENTS FOR HARD FLOORING INSTALLATION" must be filled out by the Unit Owner, submitted to the Association and, in the case of Architectural Modifications, approved, prior to any work commencing. Copies of all drawings, licenses and insurances must be submitted at the time of application. After Association approval and prior to commencement of work the Unit Owner must supply the Association with a copy of the permit and any notices filed with the City/County /State. All submitted paperwork becomes part of the owner's Unit File.

A refundable security deposit of \$1,000.00 is required prior to any work being performed in your unit that requires any type of delivery.

2. SITE ACCESS-PARKING

There is not a designated worker or contractor parking area at **City Place South Tower**. Contractors will off-load working materials and equipment in the Receiving area and immediately park at any available public parking area not on the property. Street parking, as well as the City-maintained parking garage, are both available options. All materials and equipment must be transported to the Unit of work immediately. Material **MUST** be attended at all times. No storage is allowed in or on any of the common areas of the property. Parking in the garage by contractors or workman is prohibited.

3. CONSTRUCTION AND MATERIAL DELIVERIES

Construction and Delivery hours are Monday-Friday, 9:00 a.m. to 4:30 p.m., holidays excluded. Deliveries shall be taken directly to the unit and must be accepted by the Unit Owner or their representative. Neither the Association, nor its employees, may sign for construction materials. **DO NOT** leave material, tools, or equipment unattended. The Association is not responsible for loss or theft.

NO WEEKEND, HOLIDAY OR EVENING (after 5:00 p.m.) CONSTRUCTION OR DELIVERIES ARE PERMITTED WITHOUT PRIOR CONSENT OF THE BOARD.

4. ELEVATOR USAGE

All deliveries of construction materials must be scheduled at least 24-hours in advance with the Association Office. Failure to do so may cause delays in the delivery of the materials to the Unit. All deliveries, contractors and their employees must utilize the service elevator only, Failure to comply with this requirement may result in the exclusion of the contractors from the property.

5. RESTROOM FACILITIES

Unit Owner contractors and/or their employees may only use the restrooms located in the Units in which they are working. Use of the building's Common Area restrooms is **PROHIBITED**.

6. WATER SHUTDOWNS

Any improvement requiring the shut-down of fire sprinklers or any changes in the water supply lines require permitting from the City and/or County. The Unit Owner must advise the Association Office a minimum of one (1) week in advance to schedule work

7. ALTERATION/IMPROVEMENT/MODIFICATION TO UNIT

Any unit owner making a Modification to any unit must notify the Association, in writing, of all work to be performed. It is the responsibility of the Unit Owner to comply with all City, County, and State requirements and regulations regarding the work being performed in their unit. Copies of all permits, contractors' licenses, and contractors' insurance must be given to the Association prior to any work commencing. Pursuant to the Declaration, the Board of Directors of the Association ("the Board") has the authority to enact reasonable rules relating to the use of Condominium premises. The Board, pursuant to such rule and regulation making authority, has adopted the Policies, Procedures, Construction and Improvement Requirements herein contained.

8. APPROVAL PROCEDURE

Prior to commencing Architectural Modifications to a Unit, the Unit Owner shall submit a completed Architectural Modification Form ("Form") and one (1) complete set of plans and specification for the proposed work to the Association. The Board shall have 14 days after the date of receipt of the Form within which to disapprove the Modification, in the Board's sole discretion. Attached to these Construction and Improvement Regulations is a copy of the Form. Additional Forms can be obtained at the Associations office. The Board shall appoint, from time to time, such representative(s) as the Board deems appropriate to assist the Unit Owners in complying with these Construction and Improvement Regulations.

The Unit Owner acknowledges and agrees that by filing their Architectural Modification Form with the Association, the Unit Owner has agreed to abide by all the terms and conditions of the Improvement Regulations contained herein. The Unit Owner further acknowledges and agrees that the Association's approval of the Unit Owner's Applications shall not be deemed in any manner to be an acceptance by the Association of any responsibility with respect to the compliance of the plans and specification to applicable codes or laws or to be an acceptance of responsibility *in* any other manner with respect to said plans and specifications.

The construction plan or application work shall include the following:

- a) Plans and specifications for all work to be performed; if plans or permit are not required, a letter outlining the work to be performed and the Unit Authorization Form (list of contractors) must be completed.
- b) Anticipated commencement date;
- c) Anticipated completion date;
- d) Anticipated delivery schedule;
- e) If applicable, engineering report confirming review of structural load capacity and x-ray verification of clearance for any slab penetrations;

PLEASE NOTE: The construction of the floor/ceiling slabs contains post tension cables. Under NO circumstances shall screws or drilling of the floor/ceiling be performed without written approval from the Association.

- f) List of all contractors, contractor/subcontractor employees, sub-contractors with supervisory personnel and contact telephone numbers;
- g) Licenses and Certificate(s) of insurance from all Contractors involved;
- h) Building permits application as required by allocal governing authorities.

Flooring installation submissions may be submitted separately from other improvements and will be expedited as quickly as possible.

It is imperative for the Unit Owner to review the Declaration of Condominium for further clarification of improvement restrictions as they apply to the building interior or exterior and how this may affect your planned modifications.

9. PERMITS

Palm Beach County and the City of West Palm Beach require permits for certain work performed in the Units. In most cases separate permits or riders for different types of work are required. Failure to comply can result in fining by the City, County, State, and Association, as well as the postponement of work. **No workmen will be permitted access, make deliveries of materials, or commence work in the unit, without providing the Association with a copy of the permit, as well as displaying the permit on the unit door.**

Application for building permits may be obtained from the City of West Palm Beach Building Department, Monday through Friday; from 8:00 a.m. to 4:30 p.m. Permitting is required when making any improvements involving plumbing, electrical, and structural modifications.

10. LICENSE, PROOF OF INSURANCE

All contractors must provide a copy of any State, County, or City required licensing and a Certificate of Insurance, naming the **City Place South Tower Condominium Association, Inc.** as the additional insured and Certificate Holder, to the Association Management Office **prior** to commencement of work.

Prior to commencement of the Unit Owner's construction project, the Unit owner shall ensure that all of their contractors have in force and have agreed to continuously carry during the period of construction, comprehensive general liability insurance with Contractor General Liability coverage in the minimum of **One Million Dollars (\$1,000,000.00)** combined single limits and Workers Compensation Insurance as required by State Law. The comprehensive general liability insurance policy shall name the Association as additional insured as their interest appear.

All of the Unit Owner's contractors shall furnish to the Association written proof of the insurance coverage in the form of insurance certificates in a form satisfactory to the Association at least five (5) business days prior to commencement of work. A minimum of 30 days "Notice of Cancellation" to the Association is required and this shall be set forth in the certificate.

In the event that any of the Unit Owner's contractors fail to have, at the time of commencement of construction and continuously carry during the course of the performance of their work at the Condominium premises, the insurance hereon provided, and should damage, loss, personal injury, or death occur, which would have been covered by said insurance, the Unit Owner shall be deemed liable to the Association for any losses or damages which the Association incurs by reason of the failure of the Unit Owner's contractors to have the required insurance in place.

11. LIENS

The Unit Owner hereby agrees to prevent any liens for work done or materials rendered by its contractors to attach to the Unit Owner's Unit, or any other units at City Place South Tower, or to any other part of the Condominium premises. The Unit Owner agrees to defend, indemnify, and hold the Association and other Condominium Unit Owners harmless from any and all liens or claims filed or made by any of its contractors or their subcontractors, vendors, or employees on account of any alleged nonpayment for labor, materials, or services furnished or performed as part of the contractor's work. If any such lien is filed, the Unit Owner shall promptly discharge or remove any such lien or claim by bonding or payment.

12. CONTRACTORS ACKNOWLEDGEMENT

As a condition of allowing each Unit owner to commence construction work on their Unit, the Unit owner shall be responsible for providing the Association with an acknowledgement signed by each of their contractors in the form attached hereto whereby such contractors agree to, as part of their contract with the Unit owners, comply with and be bound by all of the terms and conditions of these Construction and Improvement Guidelines.

13. PROTECTION OF ASSOCIATION PROPERTY

Contractors are responsible for protecting the walls, ceilings, doors, floors, and other common areas from damage, must use extreme caution in transporting materials and equipment; any damage to the common areas will be charged to contractor's company and/or the unit owner. Protective coverings must be placed in front of each hallway door during all hours that work is being performed in the Unit and removed daily during non-working hours. The contractor or their employees must clean all common areas affected by their work at the end of each workday. Damage to any common area must be reported immediately to the Association. Repairs will be billed directly to the unit owner.

14. CONSTRUCTION SAFETY AND HEALTH PROVISIONS

The Unit owners shall require in their contracts with their contractor's full compliance with the current requirements and regulations of the Occupational Safety and Health Act of 1970 ("OSHA"), Construction Safety Act of 1969 and OSHA Hazard Communication Standard for Construction of 1989, including all amendments thereto and standards and regulations which have been or shall be promulgated by the government authorities which administer such acts ("Governmental Regulations").

Such contractor shall require and be directly responsible for compliance with the above Governmental Regulations and below referenced minimum standards by all of its agents, employees, material men, and subcontractors, and shall directly receive and be responsible for all citations, assessments, fines, or penalties which may be incurred by reason of the contractor's failure, or failure on the part of its agents, employees, material men, or subcontractors, to so comply.

Contractors shall indemnify, defend, and hold harmless the Association and other Condominium Unit Owners from any and all fines levied on the Association or such Unit owners for cited acts caused by any contractors, its agents, employees, subcontractors, or vendors.

15. WORK HOURS

**Normal work hours shall be:
9:00 a.m. - 4:30 p.m., Monday through Friday.
All workmen must be off the property by 5:00 p.m.**

16. SPECIFIC MINIMUM STANDARDS TO BE FOLLOWED BY ALL UNIT OWNER'S CONTRACTORS:

UNIT OWNERS SHALL ENSURE THAT THEIR CONTRACTORS COMPLY WITH THE FOLLOWING STANDARDS:

- (A) Job-site cleanliness and organization is directly related to safety as well as quality. Therefore, contractors shall ensure that all rubbish and debris generated by them is either removed from the site at the end of each workday or (if supplied/approved by the Association) is placed in the on-site dumpster on a daily basis. All cleanup of the work area shall be accomplished on a daily basis prior to leaving the Condominium premises, and all materials shall be stored in an orderly and neat manner as directed by the Association. No liquid or mixture that contains material that may harden and block pipes may be placed in the drain of any Unit or common area, including paints or solvents. If, after one verbal notification notice, proper clean up is not completed to the satisfaction of the Association, the Association may proceed without further notice with the required clean-up work and charge all costs plus a 25% surcharge to the contractor;
- (B) Contractors shall maintain all tools per OSHA standards, and properly secure all tools and equipment at the end of the day. **A properly maintained fire extinguisher shall be required.**
- (C) Contractors shall ensure their **Hazard Communication Program** and **Material Safety Data Sheets ("MSDS")** for all materials and chemicals being used by the contractors are on file within the unit being worked on;
- (D) Any accident or injury is to be reported by the contractors to the Association immediately. Additionally, any near fall, near miss, or any other incident that does not result in injury, but had the potential for serious results, shall also be reported immediately;
- (E) Contractors shall ensure strict adherence to the proper wearing all required personal protective equipment ("PPE"), which is mandatory, with no exceptions. Failure to comply with PPE requirements **will** result in prohibition of an individual worker from working on the Unit Owner's unit upon receipt of one verbal and one written warning from the Association;
- (F) Contractors shall ensure strict compliance with respect to eye protection with any of its workers or approved subcontractors in the form of safety glasses which shall be worn whenever workmen are performing work involving cutting, grinding, drilling, chipping, or pouring of concrete or other activities where OSHA requires safety glasses to be worn. Contractors shall provide respirators and the required respirator training for its workers per OSHA requirements as and when project conditions warrant;
- (G) Contractors shall ensure no radios, walkmans or any other types of musical device are allowed in the building.

(H) Contractors shall ensure the following key areas receive continuous vigilance throughout the period they are on the project:

- **Construction project cleanliness and orderly storage/staging of materials and equipment;**
- **Strict adherence to the use of proper personal protective equipment;**
- **Fall protection and prevention;**
- **Ladder and stairway safety;**
- **Scaffolding safety;**
- **Caught in/between and struck-by/hit-by hazards;**
- **Heavy equipment/crane safety;**
- **Hazard communication**
- **Hand and power tool safety; and**
- **Electrical Safety**

(I) The Association may periodically conduct job-site safety surveys, Contractors shall stop work and immediately correct, or cause to be corrected, any unsafe condition identified during safety survey. The Association may conduct daily job-site walk-through and the contractors shall immediately correct, or cause to be corrected, any unsafe conditions or areas of non-compliance noted during such walk-through;

(J) The Association has adopted a policy that no alcohol, illegal drugs or illegal substances shall be consumed on the Condominium premises by any of the contractors' personnel. Contractors are to enforce this policy and none of the subcontractors' employees or agents shall be allowed to work at the Condominium premises if they are, in the sole opinion of the Association, performing their work under the influence of alcohol or illegal drugs or substances. The Association shall have the right on oral notice to the contractors to require immediate removal from the Condominium premises by contractors of any workmen or contractors or subcontractors or vendors whom the Association designates based upon the Association's opinion that such a person is under the influence of alcohol or illegal drugs or substances. Furthermore, the Association may prohibit such individual from performing any further work on the project, in the Association's sole discretion.

17. CONTRACTOR, SUB-CONTRACTORS¹ EMPLOYEE AND VENDOR ACCESS

Access devices may not be issued to any contractor, sub-contractor, employee, or vendor, **If an access device has been issued to any of these individuals, it will be shut off and an administrative fee of \$25,00 will be charged to reactivate the device.** Individual unit security, as well as the security of residents and their guests, is of the utmost importance to the Association. All workers are prohibited from any areas of the building that is not directly related to their work requirement. All contractors shall provide the Association an accurate and up to date list of all workers authorized to be in the Unit during the project. No worker will be allowed entry on to the Condominium premises if he or she is not on the access list. Only contractors or the designated representatives may modify the access list. Contractors shall be responsible for the security of all tools, materials, vehicles, and vehicles contents. Any incident of vandalism or suspected theft shall be reported to the Association immediately.

18. STORAGE OF MATERIALS

All materials and equipment used for Unit improvements **MUST** be stored within the unit. No items may be stored or left for any amount of time in elevator lobbies, balconies, garage levels, stairwells, etc. No material may be cut, stored, or worked upon outside the unit (including on the balcony or in any common or limited common element of the Condominium).

19. CONCRETE CORE DRILLING IS NOT PERMITTED

A NOTICE AND ACCEPTANCE OF STANDARDS FOR CONTROL OF SOUND TRANSMISSION AND IMPACT ISOLATION (FLOOR COVERINGS) and a SUBMISSION REQUIREMENTS FOR HARD FLOORING INSTALLATION including all the required documentation and samples must be completed and submitted with all required documentation for any and all floor covering installation, including the interior of the unit.

The Association requires all Owners wishing to install or replace flooring within a unit with a material other carpet may do so provided a sound insulating membrane is installed between the flooring material and the concrete slab. Tile material must have a minimum IIC rating of 50 and STC rating of 50 for an 8" slab with a non-acoustic ceiling.

20. CONCRETE CORE DRILLING IS NOT PERMITTED

Due to the presence of post tension cables within the floor and ceiling concrete slabs, the concrete shall in no manner be disturbed, including installing small anchors.

21. AIR-CONDITIONING UNITS

In the event unit air conditioning units are run during modification work, air filters should be changed regularly. Accumulation of debris can damage coils and misuse can jeopardize equipment warranty. Be alert to control of your thermostat, perhaps setting the temperature at the temperature you want maintained and covering thermostat to avoid high utility bills.

22. HURRICANE SHUTTERS

City Place South Tower has windows specifically designed in accordance with State regulations regarding resistance to hurricane force winds. No penetrations of the floor/ceiling slab are permitted without the express written consent of the Association. Any shutter installation must be approved by the Association and be in accordance with the specifications as designated by the Association, which may change from time to time.

23. PLUMBING

- i. Any and all plumbing work shall be performed by a licensed and insured plumber;
- ii. Relocation/addition of plumbing requiring core drilling is not permitted. Removal and capping off of plumbing fixtures is permissible only if adjacent areas are not affected;
- iii. Removal and re-set of existing plumbing fixtures (i.e. for flooring installation or replacement of fixture) must be performed by a licensed plumber. Wax rings improperly set will cause leakage to the Unit below and result in unnecessary damages and expense.
- iv. If any appliance that is connected to a water line or drain is removed during the course of flooring installation or any other type of construction, a licensed plumber must be hired to reconnect and reinstall that appliance.
- v. Accessing lower Unit(s) to perform plumbing modifications is not permitted.
- vi. Use caution when drilling screws into the walls. There may be electrical and plumbing lines in the walls.
- vii. Jacuzzi access panels if installed are there for future access and service to the motor and plumbing without damage to the marble tile. Please advise service vendor if access becomes necessary.
- viii. Appliances: All appliances are installed in accordance with the manufacturer requirements. During flooring installation, appliances may require removal and reinstallation. Installer must follow the manufacturer's requirements. Washer and dryer units MUST meet all requirements for the installation design and the exhaust. Dryer models must not be modified without the Association's approval.
- ix. Baseboard kick plates are provided with the cabinets but must be modified and reinstalled by the Unit Owner after the flooring is installed.

24. FIRE SAFETY SYSTEM

Only those contractors authorized to perform fire sprinkler work may perform the shutdown or the relocation of fire sprinklers. Prior approval must be obtained by the Association and arrangements made through the Management Office for the water shut down scheduling. This also includes installation of built in Units necessitating sprinkler head alterations. **Permits are required for any modification to the fire sprinkler system, Only the Fire Sprinkler Installer can work on the Fire Sprinkler System during the original Warranty period. Please contact the Management Office for further details**

25. SMOKE DETECTORS/ENUNCIATOR SPEAKERS IN UNITS

During the installation of flooring, drywall alterations, and similar work, smoke detectors can be falsely activated and damaged by dust. Special care must be taken to protect these devices during the improvements. **False alarms due to negligence are subject to fining by the Association, City, and The County.** Please make every effort to comply by covering sensors during work

The auditory speakers are part of the fire safety system and **must not** be removed for painting or general aesthetic by any contractor. Contact the Management Office for information regarding work on this equipment. **TAMPERING WITH ANY LIFE SAFETY DEVICE, INCLUDING SPEAKERS, IS A FELONY AND THE ASSOCIATION WILL PURSUE PROSECUTION TO THE FULL EXTENT OF THE LAW.**

The fire sprinkler heads may not be painted. Please also note, over spray of ceiling covering or paint may cause damage to sensors and necessitate the replacement of sprinkler at unit owner's expense.

Contractors tampering with the safety systems in the building are subject to back charges for damages and Unit Owners will be financially responsible for any necessary repairs.

Any and **all** charges that may be related to this negligence will be handled accordingly by billing the unit owner for all costs incurred, in addition to the association's ability to fine the Unit owner,

26. PROHIBITED WORK

WORKING IN ANY COMMON OR LIMITED COMMON AREA IS NOT PERMITTED BY CONTRACTORS OR WORKMAN RETAINED BY AN INDIVIDUAL UNIT OWNER! (This Includes cutting of moldings, carpeting, tile, wood, etc. in parking spaces, common area halls or on balconies.) The Unit Owner shall ensure that no work will be performed by any of their contractors that will modify any building system or change any building fire rating or otherwise violate any of the restrictions or regulations contained in these Construction and Improvement Regulations. The Unit Owner shall be fully responsible to the Association for any and all violations of these Construction and Improvement Guidelines. The Association shall be notified in advance of any planned modification of life safety systems and the mechanical/ electrical systems in the Unit. Should any unplanned requirement for a system modification arise during the alteration process, the Association shall be notified prior to making the modification. No liquid or mixture of fluids containing materials that may harden and block pipes may be placed in the drain of any Unit, common or limited common area.

Neither contractors, designers, sub-contractors nor their employees may display or distribute advertisements in any common or limited common area of the building.

27. SAFETY

All contractors shall take all reasonable precautions for the safety of the employees, residents, owners, and any other persons who may be affected by the work 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. Contractor shall exercise the utmost care in the usage or storage of flammable or other hazardous materials or equipment used in the performance of work.

Please remember, any lack of cooperation will only serve to delay the completion of the improvements being performed. It is our intent to facilitate the process of improvements while minimizing the inconvenience to other Unit Owners and work in progress. At the same time, we must make every effort to minimize the possibility of damages throughout the property and maintain a safe working environment.

If you have any questions regarding any of the preceding procedural information, please contact the Management Office,

PLEASE DO NOT ANTICIPATE:

- To begin working without required documentation, approval and authorizations;
- To be permitted special consideration for untimely or inappropriate requests;
- To work on the property without maintaining proper conduct and strict observance of all procedural requirements;
- To solicit or distribute advertising or promotional material on the property.

Acknowledgement by Unit Owner:

I acknowledge receipt of the "**Construction and Improvement Regulation**" and understand that as a Unit Owner, I am liable for the expense of fines, damages, repairs, and other related expenses, etc. due to negligence of my agents, employees. I hereby agree to comply with all of the Designer & Contractor Construction and Improvement Regulations and to cause my contractors and their subcontractors, vendors, all of their employees, and agents to comply with these Designer & Contractor Construction and Improvement Regulations.

Print Name _____

Unit Owner Signature(s) _____

Date: _____

Acknowledgement by Contractor:

The undersigned contractor(s) which shall be performing work on Unit _____ hereby agrees as a condition of entry to the *Condominium Property* and to the aforementioned Unit, to strictly comply with and to cause its subcontractors, vendors, and all of our agents and employees to comply with, the above stated procedures and regulation 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

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of 20____, by _____ and _____ and (he/she/they) are (personally known to me or have produced _____ as identification and (did/did not) take an oath.

Notary Republic: _____

Signature

My Commission Expires:

VENDORS RULES AND REGULATIONS

(In addition, please see Construction and Improvement Regulations)

1. **Contractors and Movers are not permitted to work on weekends.** Work is permitted Monday thru Friday between the hours of 9:00 a.m. and 4:30 p.m. Please notify your vendor of this rule in advance.
2. **Unit Access:** The Owner must e-mail or fax the management office giving permission to allow Unit access. This rule also applies to family members; no entry is granted without authorization.
3. **License and Insurance:** License and insurance information must be provided to the Management Office at least 5 business days prior to commencement of work.
4. **Notification of Construction Crews to be on Site:** The contractor, sub-contractors or owner of the Unit must submit a specification plan and authorization form to the Manager at least five days in advance. This will allow staff to protect elevators, Common Areas, and to review the plans to ensure compliance.
5. **Sub-contractors' Parking:** Loading and unloading of construction materials, furniture, etc., must be done from the receiving dock. All Contractors and Vendors must register at Management Office on Lobby floor. All Contractors and Vendors are to use padded elevator only. Contractors and Vendors may not park on association property unless authorized by the Association.
6. **Specification:** A copy of specifications outlining the exact procedure and material to be used. (Written approval must be obtained from the Board of Directors prior to any work commencing.)
7. **Trash Removal:** Trash generated from sub-contractors may not be disposed of on the Property and must be promptly removed from the property by the contractor. If trash is not removed, a clean-up fee at cost plus 25% will be charged (there is a minimum charge of \$500.00).
8. **Responsibility for Damage to Building:** Grout or thin set may not be disposed of in the Unit plumbing. Workers must remove their own material. Sub-contractors are not to leave or perform any work in the Common Areas. Trades using material such as paint, tile, woodwork, etc., must neatly lay heavy paper or plastic from the elevator door to the Unit in order to prevent any damage to carpet. All Common Areas will be inspected at the end of each day. The cost of any repairs to the Common Area or to the other Units will be assessed to the Unit Owner.
9. **Material Delivery:** Only materials that can be delivered to the Unit using the service elevator or the stairs will be permitted.

NO MATERIALS MAY BE HOISTED OR LIFTED TO THE UNIT FROM THE BALCONIES OR EXTERIOR OF THE BUILDING.

ANY VENDOR FOUND TO BE IN VIOLATION OF THESE GUIDELINES WOULD NOT BE PERMITTED TO RETURN TO THE PROPERTY UNTIL THE VIOLATION HAS BEEN CORRECTED AND PAYMENT HAS BEEN MADE FOR DAMAGES.