

## Rules for Decorators, Contractors and Sub-contractors

The Marbella at Pelican Bay is a high rise condominium building containing 114 living units. To insure and respect the rights of all unit owners, the following rules and regulations pertaining to contractor, service and delivery personnel have been established.

- A. Interior Decorating.** Each Unit Owner is responsible for all decorating inside his or her own Unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating. If any Unit Owner installs a hard surface floor covering such as (without limitation) tile, marble, slate or parquet, the Unit Owner shall first be required to obtain written approval from the Board of Directors and, all Units other than those Units on the first floor above a garage shall be required to install a sound absorbent under cushion of such kind and quality equivalent or superior to 1/4th inch of proflex 90 and perimeter sound isolation material, both installed in accordance with the Rules and Regulations as adopted by the Board. If such approval is not obtained, the Board of Directors may, in addition to exercising all other remedies provided in this Declaration, require the surface to be covered with carpet or removed at the expense of the offending Unit Owner.
- B. Window Coverings.** The covering and appearance of windows and doors whether by draperies, shades, reflective film or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be subject to the rules and regulations of the Association?
- C. Modifications and Alterations.** If a Unit Owner makes any modifications, alterations, installations or additions to his or her Unit or the common elements (or limited common elements) or neglects to maintain, repair or replace those items for which the Unit Owner is responsible, the Unit Owner and his or her successors in title shall be financially responsible for the maintenance, repair, replacement and insurance of the modifications, installations, alterations or additions, as well as the cost of repairing any damage to the common elements or other Units resulting from same. The Unit Owner is further responsible for the cost of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the Condominium property for which the Association is responsible. Alterations, modifications, installations and additions to the Unit and common elements (including any limited common elements) must be approved by the Board of Directors.
- D. Use of Licensed and Insured Contractors; Construction Lien Law.** Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit or common elements (including Limited Common Elements) (hereinafter referred to as “Renovation” or “Remodeling”), whether with or without Association approval, such Owner shall be deemed to have warranted to the Association and its members that Owner’s contractor(s) are properly licensed and fully insured and that the Owner will be financially responsible for any resulting damage to persons or property. The Unit Owner also agrees to comply with the requirements of Chapter 713, Florida Statutes and to indemnify the Association and its members from any construction liens which may attach to common elements and which are attributable to work performed by or for the benefit of the Unit Owner. The Association shall have control over the placement of certain items by the any contractor, whether hired by the Association or an Owner, including without limitation the placement of the following: dumpsters, service vehicles, signage and any other tools or equipment used in the course of the contracted for project. The following shall apply to all

contractors retained by Unit Owners to perform Renovation/Remodeling work.

1. No contractor shall be allowed in the Condominium to perform Renovation/Remodeling work on Saturdays, Sundays or legal holidays. No work may be performed during the three (3) day period preceding or following Thanksgiving, Christmas, New Year's Day or Easter. The term "contractor" as used herein shall include but not be limited to all subcontractors, workers, suppliers, helpers, material men and any other persons performing work as part of the project.
2. No contractor shall be allowed in the Condominium to perform Renovation/Remodeling work except between the hours of 8:00 A.M. and 5:00 P.M.
3. When the Board, management company, or Board's designee approves a Renovation/Remodeling project it shall establish a completion date (herein the "established completion date") not to exceed three (3) months from the date work begins, which completion date is within the Board's reasonable discretion. The Board shall have the discretion to further limit the completion date for portions of the project which may create noise which penetrates the Unit to different floors. The Board may further require, as a condition for approval of a project that certain equipment is used, prohibited or limited in time used, to avoid noise penetrating to other units. At the time of application, details concerning the method that may be used to perform certain work, such as demolition, shall be disclosed to the Board. No contractor shall be allowed in the Condominium to perform the work beyond the established completion date. No more than two (2) such projects shall be approved for each Unit Owner per year, unless such work is necessary due to a casualty event. Only one (1) of the allowed two (2) projects may include disturbing, penetrating noise. What is considered disturbing or penetrating noise is to be determined by the Board in its sole discretion.
4. All workers shall register each day with the Association.
5. A damage/ cleaning deposit for the common elements shall be required to be paid by the Owner to the Association before the contractor shall be allowed access to the Condominium for the purpose of commencing Renovation/ Remodeling work. At the time of approval of the project, the Board of Directors shall collect a \$1500 deposit. This deposit shall be held in a non-interest bearing account by the Association and shall not be used for any purpose except as provided herein. The Board will have the exclusive right to determine any amounts to be retained due to damage to the common elements including, but not limited to, any extra cleaning other than cleaning normally provided by the staff. A daily charge of \$500 will be due (hereinafter "daily charge") for each day the project exceeds the established completion date and shall not be deemed a fine or penalty. The Owner will be notified in writing as charges, if any, accrue. Upon the completion of the project, the deposit, less any charges shall be refunded to the Owner, without interest, within 20 days. The Association may prohibit entry of any contractors or subcontractors where the project is in violation of this Section.

The determination of whether or not a project was completed on, after or before the established completion date shall be made solely and exclusively by the Board of Directors.

6. An Owner's failure to comply with the provisions of this Section, or an Owner's violation of any of its terms, shall be grounds for disapproving the project, rescinding the approval of the project or disapproving a subsequent project, and the contractor and its employees shall be prohibited from entering the Condominium.
7. The Board may impose additional restrictions and adopt additional procedures from time to time in furtherance of these restrictions.

E. **Appliance Maintenance Contracts.** If there shall become available to the Association a program of contract maintenance for water heaters within Units, air-conditioning compressors and/or air handlers

serving individual Units, pest control, or other item maintenance which items are located within the Units are otherwise the responsibility of the Unit Owner, then the Association may enter into such contractual undertakings upon approval of the Board of Directors. The expenses of such contractual undertakings to the Association shall be common expenses. All maintenance, repairs and replacements not covered by the contracts shall be the responsibility of the Unit Owner.

**F. Alteration of Units or Common Elements by Unit Owners.** No Owner shall make or permit the making of any material alterations or substantial additions to his or her Unit or the common elements (including the placement of objects in the common elements), or perform any Renovation/Remodeling work, or in any manner change the exterior appearance of any portion of the Condominium, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole. The Association may require approval from engineers or other professionals as a prerequisite and must obtain all necessary approvals and permits from applicable government entities. The installation of hurricane shutters shall be subject to regulation by the Board of Directors. The Board of Directors shall adopt hurricane shutter specifications which shall include required color, style and other factors deemed relevant by the Board of Directors. No Owner may alter the landscaping of the common elements in any way without prior Board approval. The Association shall have the ability to impose reasonable rules and regulations on construction within Units, in addition to those requirements in Section 11.3 E above.

**G. Combining Units.** With prior Board approval, the Unit Owner may combine two Units with a doorway in a common element wall in order that the Units might be used together as one integral living space. In such event, all assessments, voting rights and the share of common elements shall be calculated as such Units were originally designated on the exhibits attached to this Declaration, notwithstanding the fact that several Units are used as one, with the intent and purpose that the Owner of such “combined” Units shall be treated as the Owner of as many Units as have been combined. Such combination shall not be considered a material alteration

#### **H. RULES FOR DECORATORS, CONTRACTORS, AND SUBCONTRACTORS**

1. The unit owner must pre-register with the Managing Director giving him/her the name, address, telephone number and fax number of the unit owner’s representative who will be overseeing the work being done in the unit, whether it is the interior decorator, the general contractor or the unit owner.
2. Prior to commencing work, the unit owner’s representative must submit to the Managing Director, a list of names, addresses and telephone numbers of all sub-contractors who will be working in the unit, together with a schedule for their work.
3. Work hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.
4. The contractor and all sub-contractors must have Type “B” licenses in Collier County and submit proof of same for the Managing Director’s file. Certificate holder (additional insured) Should be listed The Marbella at Pelican Bay.
5. Prior to authorization for access, the contractors and all subcontractors must product from their insurance carrier a Certificate of Insurance of general liability of no less than \$250,000 per occurrence and no less than \$500,000 aggregate, and provide proof of Worker’s Compensation coverage for the Managing Director’s file.
6. All vehicles and persons will enter the building through the parking garage at the east side of the building (maximum vehicle height is 6’10”). There they will be registered by a security guard, unless the Managing Director makes other arrangements.
7. Workers will be allowed to unload their materials and equipment close to the elevators designated for them, one on the south side and one on the north side.
8. After unloading, workers must park their vehicles outside the garage area or other areas specified by the

Managing Director or garage security guard.

9. Work preparations will not be allowed in the garage, i.e. mixing of paints, mud, grout, etc.
10. The trash chute is not to be used nor is any trash to be left in units or hallways. The Managing Director or the garage security guard will provide information on disposal of trash.
11. All trash and debris shall be hauled off by the workers on a daily basis unless a dumpster is specially designated for their use.
12. Grout, paint, wall mud or any other material may not be poured down building drains, sinks, toilets or bathtubs. Check with the Managing Director or garage security guard for location of cleaning area.
13. Sub-contractors are not to use carts owned by The Marbella. Supply your own.
14. Breaks and lunches, if taken inside the building, should be confined to the owner's unit.
15. No radios will be allowed in the building unless used with headphones.
16. Access to the individual Condominium units must be coordinated through the owner, decorator or other designee.
17. Do not tamper with or hang extension cords from any of the sprinkler heads.
18. Unit smoke alarms are to be left in place. They are to be properly protected during the interior finish work which generates heavy airborne particles, i.e. sanding and painting.
19. Workers are not to wander around in areas other than the specific area or unit they are assigned to.
20. FLOORING – Each unit owner who elects to install in any portion of his unit hard surface flooring materials (i.e., tile, marble, wood) shall first be required to install an approved sound underlayment material equivalent to ¼ inch of proflex and perimeter sound isolation material installed in accordance with the procedures as generally provided below. Each unit owner is required to submit for approval to the Board of Directors or its representative the proposed hard surface floor underlayment material. Written approval for the proposed materials is required prior to installation of hard surface flooring, and then the installed sound proofing must be inspected and approved prior to installation of the hard flooring. Installation procedures shall meet or exceed the following:

**Isolation Barrier:**

1. At the perimeter of the entire floor, and the periphery of all protrusions to that floor; fiberglass board (6-15 pcf) not less than 3/8 of an inch (9.525 millimeters) thick, to minimize flanking, should be used within ¼ inches (6.35 millimeters) of the finished surface.
2. Closed cell polyethylene foam (2.7 – 9 pcf) not less than ¼ of an inch thick (6.35 millimeters) may also be used as the perimeter isolation barriers.
3. The fiberglass board or the polyethylene foam can be cut into strips and held in place with a few spots of acoustical sealant. If the strips are too tall, they can easily be trimmed within the ¼ inch of the finished surface after the tile is grouted, therefore keeping any hard residue out of the perimeter grout joints.
4. After the tile is set and grouted, additional time should be spent to check the perimeter of the entire floor and the periphery for any protrusions such as pipes, so as not to have any of the mortar, bond coat or grout, touching the walls or any protrusions that penetrate the floor. Should any of the hard material from the installation make contact between the tile or setting bed and the wall, or a penetrating protrusion, a large reduction in the sound rating will occur. After grouting, but before the edges are caulked, trim the polyethylene sheeting back to the top of the fiberglass or polyethylene foam edging.
5. A sealant is required at the perimeter of the entire floor, and the periphery of all protrusions to that floor.
6. This joint shall be ¼ inch wide (6.35 millimeters) from the finished top of the tile. This joint must be filled with an elastomeric sealant or an acoustical sealant. Hard grout is unacceptable.
7. This caulking can be done before or after grouting as long as the hard grout is left out of the joint between the floor and the wall and around the periphery of any protrusion.
8. If USG acoustical sealant is used, the joint can be painted to conform with the color of the grout

used in the field.

9. Dow-Corning and G.E. Silicone sealant comes in a variety of colors to harmonize with the color of the tile.
21. The unit owner is responsible for his decorator contractor and sub-contractor actions and inactions while on the premises. Decorators, contractors, and sub-contractors are on the premises at their own risk and must agree to indemnify and hold harmless the Condominium Association and Bay Colony-Gateway for any liability or damages which might arise in connection with their activities on the premises.
22. Should a decorator, contractor or sub-contractor discover a defect in a unit, they must notify the Managing Director immediately so the defect may be verified and corrected prior to doing any work which might be affected by the defect.
23. Smoking, while discouraged, will only be allowed in the individual units with the owner's permission.
24. Please help us keep the building clean.
25. The Marbella is a post-tension building. No penetration may exceed 3/4" without scanning area.

Activities will be monitored during the day. Non-compliance may result in you or your firm being barred from the building. If you have any questions please contact the Managing Director of The Marbella.

## **I. RULES FOR DECORATORS, CONTRACTORS, AND SUBCONTRACTORS**

1. Workers must complete a vehicle registration form and turn into the front desk. All parking for workers shall be in the designated parking lot at the far north east side of the building.
2. Workers must first come to the front desk and sign into the building and sign out upon leaving.
3. Access to the individual Condominium units must be coordinated through the individual unit owners.
4. Workers are not to wander around in areas other than the specific area or unit they are assigned.
5. Breaks and lunches, if taken inside the building, should be confined to the owner's unit.
6. Nothing shall be done or kept in any residence or in the common elements which will increase the rate of insurance on the Condominium building or contents thereof, without the prior written consent of the Directors. No owner shall permit anything to be done or kept in his residence or in the common elements which will result in the cancellation of insurance on the Condominium building, or contents thereof, or which would be in violation of any law or building code.
7. Persons moving furniture and other property into and out of residences must notify the Resident Manager 72 hours in advance and use the designated access door into the Condominium. All such moving must be Mondays through Fridays between the hours of 8:00 a.m. and 5:00 p.m. Moving vans and trucks used for this purpose shall only remain on Condominium property when actually in use.
8. Repair, construction, decorating or re-modeling work shall only be carried on Mondays through Fridays between the hours of 8:00 a.m. and 5:00 p.m. and the rules for decorators and subcontractors set forth herein must be complied with.
9. These Rules and Regulations shall apply equally to owners, their families, guests, staff, invitees and lessees.
10. The Board of Directors of the Condominium Association may impose up to a \$100.00 Fine for each violation of these Rules and Regulations or any of the Condominium documents.

**I understand all of these pages of Rules and Guidelines and will inform all workers on this project**

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**Signature**

**Date**

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**Print Name**

**Company**

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**Company Phone**

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**Project Manager Name**

**Project Manager Cell Phone #**

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**Unit and Resident Name**

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**Housekeeper Name**

**Housekeeper Phone**

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**Beginning Date**

**90 Days**

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**Building Committee Chair**

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**President of Association**

**Building Manager**

Thank you for reading and signing off on these rules and regulations. If you have any questions or concerns, please don't hesitate to contact the office (239) 593-2311.

Michelle Woodman CAM  
*Resident Manager*

## Toolbox Talk

The Marbella at Pelican Bay has new precautions and recommendations for the safety concern in moving forward in the world of change:

- » New SOP for Contractors working on Renovation of units.
- » Safety #1 Hand washing when you enter and exit the building.
- » Practice 6-foot distancing.
- » If you're sick, stay home.
- » Enter and Exit Marbella From the Front Door only.
- » Criteria form to be filled out, temperatures to be taken.
- » Masks must be worn.
- » Workers must stay on site all day- Lunch breaks on site.
- » Bathroom must be used on construction site only. Hot water heater must be working to assure complete sanitation.
- » Locking down elevators a necessity for time saving and interaction of residents during a move or large delivery.
- » Elevator cleanliness maintained by padding and sanitizing surfaces.
- » Unit temperature should be set at 76 degrees.