

These Construction Rules comprise the Rules and Regulations of the Le Jardin Condominium Association.

SECTION I GENERAL ITEMS

A. INTRODUCTION

The following is a description of the rules and procedures that must be followed by Unit Owners and contractors working for individual Unit Owners in the Le Jardin Condominium Association (hereinafter referred to as "Association"). The Declaration of Condominium at Section 11.5 requires advance approval before an owner can make a material alteration or substantial addition to the Unit or Common Elements, or change the exterior appearance of the Unit. Section 11.3(F) of the Declaration requires all contractors who provide maintenance, repair, replacement, alteration, addition, or improvement of any portion of the Unit or Common Elements to be licensed and fully insured, and the owner agrees to be fully financially responsible. All such work described in Sections 11.5 and 11.3(F) of the Declaration require prior approval and compliance with these Construction Rules.

All work must be in conformance with all applicable building codes and other governmental statutes.

This manual must be read and signed for prior to commencing construction so that all parties are familiar with the requirements and limitations that will affect condominium construction.

B. Any and all construction can only be done between May 1 and October 31 of any year.

C. CONTACTS

In the event of any problems or questions, do not hesitate to contact the Le Jardin Management Office (239) (649-8563) Fax (239) (649-8567)
Property Manager

D. COORDINATION

The Unit Owner and Unit Owner's Contractor shall plan, coordinate, and execute all work in such a way as to preserve the integrity of existing Common Element operating systems of any component, and at no time shall the requirements of governmental authorities for occupancy of any component of the condominium be jeopardized due to Unit Owner's Contractor's work.

E. VERTICAL SUBDIVISION

The Unit Owner and Unit Owner's Contractor agree that any construction 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 and the Contractor shall have no lien rights with respect to the common elements or other Units in the Association unless the Unit Owner and Unit Owner's Contractor first obtain express, written authorization to perform any work to Common Elements or other Units that provide the basis for recording a construction lien or making any claim whatsoever against the Association or any other Unit owner. The Unit Owner and Unit Owner's Contractor agree to furnish to the Association such indemnities against claims by subcontractors, sworn contractors' affidavits conforming to Florida's Construction Lien Act, architect's certificate of completion, and such other releases and waivers as the Association may

require. The Unit Owner and Unit Owner's Contractor shall include the provisions of this paragraph in all subcontractor agreements and will submit such agreements to the Association for review and approval.

F. ASSOCIATION RIGHTS

If, in the sole judgment of the Association, an emergency exists as a result of the Unit Owner's Contractors' work, which in the Association's opinion requires immediate corrective action, then the Association may, without notice to the Unit Owner and Unit Owner's Contractor, 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.

The Association reserves the right of access to any part of the Unit Owner's Contractor's work, at any time to observe the work. The Unit Owner and Unit Owner's Contractor shall cooperate with the Association during access for observation of work.

SECTION II PRE-CONSTRUCTION REQUIREMENTS

A. INSURANCE

Unit Owner and Unit Owner's Contractor shall secure, pay for and maintain all required insurance in limits not less than those stated, more specifically on Attachment "A".

B. PERMITS, FEES AND NOTICES

The Unit Owner is responsible to contact the City of Naples, Florida – Department of Buildings to determine if a Building Permit or any other type of permit(s) or approval(s) is required for the planned work. If a Building Permit or other type of permit or approval is required, the Unit Owner and Unit Owner's 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 the planned work. If the City of Naples determines that a building permit or any other type of permit(s) is not required, the Unit Owner and Unit Owner's Contractor must provide the Association with plans of the proposed construction, which has been stamped/signed by the City of Naples Building Department indicating "No Permit(s) Required". The Unit Owner is responsible for all communications with the City of Naples relative to the Unit Owner's Contractor's work.

If the Unit Owner's 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 Unit Owner and the Association, the Unit Owner and Unit Owner's Contractor shall be jointly and individually responsible to the Association for making all changes required to comply with such regulations; and the Unit Owner and 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 and the managing agent harmless from any and all liabilities, costs and losses resulting from such violations. The receipt by the Association of a building code violation notice from the City of Naples or a notice from any other state or municipal department shall be prima facie evidence that the Unit Owner and Unit Owner's Contractor had notice of a violation under this paragraph.

C. SUBMITTAL OF PLANS

The plans and specifications for ANY and ALL work to be performed by the Unit Owner and Unit Owner's Contractor must be submitted to the Condominium Association for review prior to the commencement of any work in the Building. One (1) set of plans and specifications shall be submitted for review.

This submittal must be delivered to the management office no less than thirty 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 or Engineers review. No plans will be deemed approved until the Unit Owner receives written approval from the Association.

The construction plan shall include, but not be limited to, the following:

1. Plans and specifications as required above.
2. Anticipated commencement date of work. No work may commence prior to May 1 or and may not start or be continued after October 31.
3. Duration of work.
4. Anticipated material delivery schedules.
5. Installation details to be reviewed for structural loading capacities and penetrations.
6. List of all subcontractors, vendors, etc. If additional subcontractors are added the list must be amended.
7. List of all supervisory personnel and emergency phone numbers.
8. Certificates of Insurance. No construction work will be allowed to begin until the appropriate Certificates of Insurance have been received.
9. Proof of building permits, if required.

D. Parking is limited to specific spaces. Once all spaces are occupied, the contractor must park off premises. No curb parking permitted. Parking of the Unit Owner's Contractor's vehicles in the garages is strictly prohibited.

E. SITE ACCESS

Unit Owner's Contractors must enter the Building through the garage doors or North side service door only. They must check in with the Association's Front Desk. Contractors and their employees are not allowed in the main pedestrian entrance. An acceptable form of identification will be required of all contractors entering the Building. At the end of each day, contractors must exit the Building through the garage doors, but sign out at the front desk first. Other areas of the building and property are off limits to all contractor personnel including lunch and break periods.

SECTION III CONSTRUCTION REQUIREMENTS

A. GENERAL

The Unit Owner is explicitly and solely responsible for assuring that any and all construction in the Unit and any and all materials used in such construction must comply fully with local, state, and federal ordinance, statutes, and rules governing such materials and work, including but not limited to, those pertaining to structural, electrical, mechanical, flame spread, smoke production, fire retardation, environmental, and other such limitations, restrictions or requirements.

The Unit Owner's Contractor must be properly licensed by the State of Florida for the type of work being performed.

Any and all construction in the Units is subject to the Construction Rules.

“STOP WORK” ORDER AUTHORITY OF THE ASSOCIATION. All work is subject to review by the Association, Building personnel or its agent. The Association reserves the right to stop or delay any work which has not been approved or which deviates from the approved plan. If the Association deems it necessary for an approved architect or engineer to review the work in progress or work which has deviated from the approved plan, the expense of this review shall be borne by the Unit Owner.

No work shall be performed either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants or which shall, in the judgment of the Association cause unreasonable noise, vibration or disturbance to others.

Efforts acceptable to the Association in its sole discretion must be made to limit excessive construction noise, vibration, and dust, with the determination of “excessive” to be made by the Association in its sole discretion, and must be confined to no more than six (6) hours per day. The foyer doors must be closed at all times in order to reduce noise and dust into the elevator shaft and other units, and the Association may impose other reasonable requirements for the protection of common elements and other units, including but not limited to, dust barriers and negative pressurization to collect dust and debris.

The use of and the types and color of the covering of the interior surfaces of the windows, whether by draperies, shades, or other items visible from the exterior of the Building, shall be subject to the rules and regulations of the Board as may be imposed from time to time. Any such window treatment shall be lined on the exterior facing surface with a neutral color.

B. ELEVATOR AND CORRIDOR PROTECTION

The Unit Owner and Unit Owner’s Contractor shall use the utmost care to avoid damaging the finished corridors, elevators including erecting and maintaining any necessary protection. The Unit Owner and Unit Owner’s Contractor shall be responsible for all costs associated with any necessary repairs to the corridors, elevators and/or common elements that are caused by the Unit Owner and Unit Owner’s Contractors, Subcontractors or their respective employees.

The Unit Owner and Unit Owner’s Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Unit Owner or Unit Owner’s Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

A \$1,000 deposit shall be required for all construction. This deposit shall be used as security for potential corridor, elevator 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 will be held by the Association. The Association reserves the right to use any portion of the remainder of the deposit for corrective action necessary to repair all areas of the Association damaged by the Unit Owner or Unit Owner’s Contractor. Any time such damage occurs, it can be repaired with monies from this deposit, and the Unit Owner will be required to replenish the deposit to the original \$1,000 level. Should this not occur, the contractor can be denied access to the Building until the deposit is properly replenished. Any unused portion of the deposit shall be returned to the Unit Owner after completion of the work.

C. PROTECTION OF UNIT OWNER'S MATERIAL AND EQUIPMENT

It shall be the Unit Owner and Unit Owner’s Contractor’s responsibility for the contractor’s own material and equipment at all times and they shall bear the risk of loss and/or damage thereto.

D. CONSTRUCTION IN ADJACENT SPACES

The Unit Owner and Unit Owner’s Contractors shall not use any vacant areas, garages or any corridors for performing or for staging of any construction work. If access into any adjacent area is necessary,

arrangements must be coordinated with the Association's manager. Any additional costs (i.e. security personnel, damages, restoration expense) involved will be the Unit Owner and Unit Owner's Contractor's obligation.

E. STORAGE OF MATERIALS

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

Flammable materials 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 contractors making deliveries need to make arrangements for obtaining access to the Unit at the time of the delivery. Such access can only be made through the Management Office during regular office hours and only then with prior written permission from the Unit Owner of the general contractor.

F. GENERAL CARPENTRY

1. All such work is to be completed by a qualified carpenter in a safe and workmanlike manner.
2. No penetrations of or changes to the demising 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. Examples:
 - a. No contact between mechanical ductwork and metal studs at wall framing system.
 - b. No contact between mechanical ductwork and ceiling suspension systems.

G. ELECTRICAL

1. All electrical work must be completed by a licensed electrician in a safe and workmanlike manner.
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. Electrical panels must be covered or protected at all times during construction.
4. Ground Fault Interruption receptacles must be used in all bathrooms, kitchens and within five (5) feet of water fixtures.
5. All work to be performed on telephone lines must be completed by qualified personnel.

H. PLUMBING

1. All plumbing work is to be completed by a licensed plumber in a safe and workmanlike manner. All plumbing fixtures and trim shall be only as approved within the City of Naples.
2. Relocation of water risers, 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.
4. Main plumbing supply 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. Individual shut-off valves are required for all newly installed plumbing fixtures.
6. Dielectric unions are mandatory on all domestic plumbing lines.
7. Plumbing modifications to Units which require penetration of the slab (above or below) are not allowed.
8. The Aqua Latch system must be reinstalled and operational upon completion of construction. If additional potential water leakage equipment has been added (i.e. Ice maker etc.) the Aqua Latch company may need to be called in to upgrade the protection system at the owner's expense.

NOTE: These examples are not all-inclusive.

I. HEATING VENTILATION AND AIR CONDITIONING

1. Manufacturer's specifications shall be submitted for Unit file on any "new" mechanical equipment (fan coil units, humidifiers, etc.) to be installed. Equipment should utilize commonly available internal filters.
2. Any new construction shall allow for complete accessibility and removal of the fan coil units, humidifiers, filters, etc.
3. Any new piping shall have shut off valves installed at all fixtures.

J. FINISHED FLOORING ACOUSTICAL REQUIREMENTS

Unit Owners must comply with the procedures relating to sound control and the latexing of floor slabs under different types of finished flooring installation as described in the Construction Rules and as required by the Association from time to time. Any floor assembly not described in these specifications must be approved by the association or their consulting engineer prior to commencement of any work. All costs associated with this review shall be borne by the Unit Owner.

If such requirements are not met, the Board may, in addition to exercising all of the other remedies provided for in the Declaration, require such Unit Owners to remove all non-conforming work at the expense of the Unit Owner and complete the work in an approved manner.

K. FIRE PROTECTION

The Unit Owner and Unit Owner's Contractor shall be responsible to confirm that the contractor provides a fire protection and prevention program for its employees and personnel at the Building and provide and maintain fire extinguishing equipment ready for instant use at all areas, as required to supplement temporary or permanent fire extinguishing equipment as provided by code. No sprinkler heads may be changed, modified, replaced, painted or otherwise altered without using an approved engineering contractor to perform the work. Smoke detectors must be properly protected during construction and finishing work.

Unit Owner and Unit Owner's Contractor shall be responsible to enforce fire-safety discipline as follows:

1. Smoking is prohibited on all Le Jardin Property.
2. Closely supervise welding and torch-cutting operations in the vicinity of combustible materials and volatile conditions.
3. Maintain fire-extinguishing equipment in working condition, with current inspection certificate attached to each extinguisher, as required by code.

L. CLEAN-UP

The Unit Owner and Unit Owner's Contractor shall provide all labor, equipment, and supervision necessary to provide clean up and removal of all rubbish, cartons, wood, debris, trash, etc. resulting from the performance of their work. Trash, etc. shall be removed and transported by the Unit Owner or Unit Owner's Contractor from the Building Site. Arrangements for this shall be coordinated through the Management Office but shall be the responsibility and at the expense of the Unit Owner and Unit Owner's Contractor. Should the Unit Owner and Unit Owner's Contractor fail to clean up and remove trash as described above, the Association shall, after issuing Unit Owner and Unit Owner's Contractor twenty-four (24) hour notification of noncompliance, provide cleanup and trash removal services with its own forces and back charge all costs to the Unit Owner. A mop and bucket will be available in the garage for contractors to clean up garage floors every day, which is a requirement under these Rules.

Unit Owner and Unit Owner's Contractor, under no circumstances, shall allow use of permanent trash chutes for construction debris. At the completion of their work, the Unit Owner and Unit Owner's Contractor shall remove all waste materials and rubbish from and about the site as well as all tools, construction equipment, machinery and surplus materials. If the Unit Owner and Unit Owner's Contractor fail to clean up at the completion of the work, the Association may do so and the cost thereof shall be charged to the Unit Owner. At the end of each day, contractors must clean up any construction debris or dust from the corridors. If the Building Maintenance staff has to do this, the Unit Owner will be charged.

M. WATER

Unit Owner and Unit Owner's Contractor shall protect the Building from all leakage and water damage.

N. ELECTRICITY

Unit Owner and Unit Owner's Contractors shall use Unit's metered electrical service. Electrical use from common areas is prohibited.

O. ENVIRONMENTAL PROTECTION

The Unit Owner and Unit Owner's Contractor 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 wastes 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; provide proper ventilation for all materials involving noxious odors.

P. SUPERVISION

The Unit Owner and Unit Owner's Contractor shall be responsible to ensure that supervisory personnel are on-site at all times when the Unit Owner's Contractor has work in progress on site. Such personnel shall be fully empowered to coordinate and direct the work of his forces and Subcontractors and shall be in numbers sufficient to properly supervise work.

Q. SAFETY REQUIREMENTS

The Unit Owner and Unit Owner's Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the condominium customization work including workers proper attire.

The Unit Owner and Unit Owner's Contractor shall take all reasonable precaution for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees performing any of the condominium customization work and all other persons who may be affected thereby.
2. All work and all materials and equipment to be incorporated therein, whether in storage on or off the site, shall at all times be under the care, custody or control of the Unit Owner and Unit Owner's Contractor or any of its Subcontractors or Sub-subcontractors. The Unit Owner and Unit Owner's Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Unit Owner and Unit Owner's Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection. This includes Zip Plastic Doors over elevator doors to help eliminate dust and noise.

The use or storage of flammable or other hazardous materials or equipment is not allowed. If the use or storage of flammable or other hazardous materials or equipment is necessary for the execution of the work, the Unit Owner and Unit Owner's Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

R. CONSTRUCTION HOURS

Monday through Friday 8:00 a.m. -4:30 p.m.

No construction is allowed on Saturday, Sunday, or holidays.

Workman can access the Building at 8:00 a.m. Monday through Friday, but construction which causes noise cannot begin until 9:00 a.m. Complaints regarding the violation of these hours could result in a contractor being denied access to the Building.

S. RESTROOM FACILITIES

Unit Owners must provide the Contractor with private restroom facilities. Public restrooms are not available.

SECTION IV HOISTING

A. GENERAL

The Unit Owner's Contractor is not permitted to use passenger elevators at any time. The Contractors will use only Building service elevators.

B. SCHEDULING

All Unit Owner's Contractors must contact the Management Office to become familiar with the delivery procedures prior to arranging for any material delivery to the Building.

ATTACHMENT 'A' UNIT OWNER AND UNIT OWNER'S CONTRACTORS INSURANCE REQUIREMENTS

1. Workers' Compensation and Employers' Liability Insurance with limits of not less than \$1,000,000.00 and such other coverage as may be required by Florida law to protect Unit Owner and Unit Owner's Contractors and the insured parties named in the subparagraph 6 of this Attachment 'A' from any and all liability under the aforementioned statutes.

2. Comprehensive General Liability Insurance should include Owners' and Contractors' future liability insurance.

- a. Bodily Injury Liability, each occurrence \$1,000,000.00
- b. Bodily Injury Liability, aggregate \$2,000,000.00
- c. Property Damage Liability, each occurrence \$1,000,000.00

- d. Property Damage Liability, aggregate \$2,000,000.00
- e. Personal and Advertising Injury Liability, aggregate \$1,000,000.00

Such insurance shall provide coverage for explosion, collapse and damage to embedded utility lines and blanket contractual liability, products/completed operations, independent contractors, broad form property damage, bodily injury, including death (employee exclusion deleted), host liquor liability X, C, U exclusions deleted and shall insure Unit Owner's Contractors against any and all claims arising from operations and work in process and completed work whether performed by Unit Owner's Contractors or by anyone directly or indirectly employed by any of them.

3. Comprehensive Automobile Liability Insurance including the ownership, maintenance and operation of any automotive equipment owned, hired and non-owned in not less than the following minimum amounts:

Bodily Injury and Property Damage Liability - \$1,000,000 Combined Single Limit

Such insurance shall insure Unit Owner's Contractors against any and all claims for bodily injury, including death resulting there from and damage to property of others, arising from such automobiles or the use or operation of such automobiles by Unit Owner's Contractors, sub-contractors, sub-sub contractors or by anyone directly or indirectly employed by any of them.

4. Owner's and Contractors Protective Liability insurance endorsements to the General Liability policy specifying that all coverage is primary and non-contributory and general aggregate limit applies separately to this project and insures Unit Owner against any and all liability to third parties for damage because of bodily injury, including death resulting there from, property damage to others or a combination thereof which may arise from work being performed in the Unit and any other liability for damages which Unit Owner and Unit Owner's Contractors are required to insure against under any provision herein. Said insurance shall be provided as per the General Liability limit.

5. Builder's Risk Completed Value Form affording "All Risks of Physical Loss or Damage" on Unit Owner's Work in the Unit as it relates to the Building in which the Unit is located, naming the Board of Directors and Agents, the interests of the Association, its lenders and their respective agents and employees and Unit Contractors, as their respective interests may appear as insureds. The cost for any Deductible of this insurance is the responsibility of the Unit Owner.

6. Umbrella Liability-Limits of Liability should be no less than \$5,000,000 per occurrence. The Certificate of Insurance must confirm that coverage is "following form". Following form coverage ensures provision of total excess coverage from the General Liability policy.

The Association requires the following list to be included on every insurance policy as Additional Insured parties:

OWNERS

LE JARDIN Condominium Association, a FLORIDA not-for-profit corporation
4201 GULF SHORE BLVD. NORTH
NAPLES, FLORIDA 34103

Certificates of Insurance evidencing the foregoing coverage must be furnished to the Management Office forty-eight (48) hours prior to the commencement of any work within the Unit.

Any Certificates of Insurance which do not fulfill the obligations and/or limits set forth herein must be approved by the Board of Directors, its Managing Agent or the in writing prior to the commencement of any work/construction.

7. Please include the Unit Owner's name and the unit number where the contractor will be working.

8. If the contractor will be working in the near future, please fax the Certificate of Insurance to the Management Office to ensure Unit access.

Any questions, please call the Management Office.

ATTACHMENT
'B'REMODELING AGREEMENT

The undersigned has received the "Construction Rules" as amended for LE JARDIN Condominium Association and agrees to abide by the rules set forth therein.

Owner Name _____ Date _____

Owner Name _____ Date _____

Unit Number _____ Phone _____

Authorized Signature(s) of Owner(s) _____

Contractor Name (Please print) _____

Authorized Signature of Contractor _____

Regarding Unit Number _____ Date _____

Scope of Work _____

Management Authorization _____

Construction Rules
Updated April 7, 2014

STATE OF Florida
COUNTY OF Collier

TO LE JARDIN CONDOMINIUM ASSOCIATION:

The undersigned, for and in consideration of the contractual obligations herein, and in exchange for being permitted to enter the Le Jardin building and property and to use the Common Element areas to facilitate

performance of the contract for the benefit of the Owner and Contractor, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby agree to be bound by and comply with the Rules, Regulations and Restrictions governing the Condominium Property.

Executed this _____ day of _____, 20_____.

Contractor’s Name

By: _____
Company Representative Signature

Company Representative-Print Name
