

**WAVERLY AT LAS OLAS**

**ARCHITECTURAL MODIFICATION APPLICATION FORM**

DATE: \_\_\_\_\_

UNIT #: \_\_\_\_\_

UNIT OWNER (APPLICANT): \_\_\_\_\_

TELEPHONE #: (HOME): \_\_\_\_\_ (ALTERNATE): \_\_\_\_\_

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 (Association & Unit named as the additional insured) WORKER'S COMPENSATION, LICENSE AND THE NECESSARY WORK PERMITS. \_\_\_\_\_
- 3. NOTICE AND ACCEPTANCE OF STANDARDS FOR CONTROL OF SOUND TRANSMISSION AND IMPACT TRANSMISSION (FLOOR COVERINGS) - IF APPLICABLE \_\_\_\_\_
- 4. APPLICATION FOR HARD/TILE FLOORING AND INSULATION DATE - IF APPLICABLE \_\_\_\_\_
- 5. RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT \_\_\_\_\_
- 7. MOVE IN/MOVE OUT AND DELIVERY POLICY FORM \_\_\_\_\_
- 8. UNIT ACCESS AUTHORIZATION FORM \_\_\_\_\_

One (1) form "CONTRACTORS MAINTENANCE TIPS" and "CONTRACTOR'S INSURANCE/LICENSE" will be received at the Orientation Meeting and may be retained by you for future reference.

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 require 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 Fort Lauderdale. If modification/installation is done prior to the receipt of the Building Permit, the Association may require 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

BOARD OF DIRECTORS SIGNATURE: \_\_\_\_\_

PRINT NAME/TITLE: \_\_\_\_\_

ADDITIONAL CONDITIONS: \_\_\_\_\_

## WAVERLY AT LAS OLAS

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

Pursuant to the Rules & Regulations for WAVERLY AT LAS OLAS, 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 WAVERLY AT LAS OLAS. ("The Association").

The Association has set a standard for Sound and Impact Isolation for all hard floor coverings with a minimum Sound Transmission Classification (STC) of 55, and a minimum Impact Isolation Classification (IIC) of 55. **A material specification sheet and laboratory sound test results must accompany all requests for installation.** During the installation of flooring, it is imperative that contractors do not undercut doors to the Unit beyond the recommended door limits. Any weather stripping removed at the time of cutting MUST be replaced. The Unit Owner shall be responsible for replacing any doors that do not meet local governmental requirements after the installation of flooring. The Association shall not approve the installation of any hard and or heavy surface floor coverings unless all requirements pursuant to Waverly at Las Olas, 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 Fort Lauderdale - Broward 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 Fort Lauderdale - Broward 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: \_\_\_\_\_

**WAVERLY AT LAS OLAS**

**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: \_\_\_\_\_

**A sample of the soundproofing material must be supplied accompanying this paperwork.**

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 - \_\_\_\_\_

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

\_\_\_\_\_  
Management Representative

\_\_\_\_\_  
Date

**WAVERLY AT LAS OLAS**

**RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

This Release, indemnification and Hold Harmless Agreement ("Release") is executed this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ by the undersigned Owner(s) of UNIT \_\_\_\_\_ located at WAVERLY AT LAS OLAS.

**Whereas**, the Association will permit the undersigned to engage contractors and vendors (including all those working by, through, or under them, the "Personnel") to perform work within the undersigned's Unit subject to the terms and conditions set forth hereinafter. The contractor must submit a current certificate of insurance for general liability insurance with limits of at least \$500,000.00 and WAVERLY AT LAS OLAS as an additional named insured; a current certificate of applicable Workers Compensation Insurance will be required; a copy of applicable licenses and required permits.

**Now, Therefore**, in consideration for being permitted the benefit of allowing the Personnel to perform Work within the undersigned's Unit and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned specifically agree to the following:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The undersigned acknowledges that the Work performed by such Personnel within their Unit shall be at the undersigned's sole risk and the Association shall not have any responsibilities or liability for the Work performed by such Personnel and further acknowledges and agrees that the Association has made no representations regarding the Personnel's ability or qualifications to perform the Work.
3. The undersigned acknowledges and agrees that the Work performed by such contractor or vendor within their Unit shall be at the undersigned's sole risk and the Association shall not have any responsibilities or liability for the Work performed by such contractor or vendor and further acknowledge that the Association has made no representations regarding the contractor or vendor's ability or qualifications to perform the Work.
4. The undersigned (jointly and severally of more than one) hereby release, indemnify and hold harmless the Association and its directors, officers, agents and employees, lessees, guest and invitees and all members of the Associations from and against all claims, damages, losses and expenses including attorney's fees, at both the trial and appellate level, arising out of or resulting from the contractor or vendor's entry to the undersigned's Unit and the Work performed by, through or under them. This indemnification shall extend to all claims and damages, including consequential damages, losses and expenses attributable to bodily injury, death, and to damages, theft or injury to and destruction of real or personal property including loss of use resulting therefore arising out of or resulting from the Work performed by the contractor or vendor and entry into the undersigned's Unit.
5. We have read this Release and understand and agree to all of its terms. We execute it voluntarily and with full knowledge of its significance.

**IN WITNESS WHEREOF**, The undersigned have executed this Release the day and year set forth above.

Witnesses	Owner(s)

STATE OF FLORIDA

**COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_ and (he/she/they) are (personally known to me or have produced \_\_\_\_\_ as identification and (did/did not) take an Oath.

Notary Public: \_\_\_\_\_  
Signature \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## **CONTRACTOR AND MAINTENANCE TIPS**

Congratulations! The time has come when you have closed on your home and will begin your decorating process!

Be sure to pick up a copy of Waverly at Las Olas, Designer and Contractor Handbook from the Management office so that you can ensure compliance with the Rules and Regulations governing work inside your unit.

*There is the real potential for serious damages to your unit and the equipment/utilities servicing your unit by the contractors and their employees performing work for you.*

**TO PREVENT ANY POTENTIAL DAMAGE TO YOUR UNIT WHILE WORK IS BEING DONE THE FOLLOWING TIPS MAY BE HELPFUL:**

- ❖ Make sure your flooring contractor is aware that your sinks, showers and water closets cannot be used for disposal of left over thin set or grout. Stoppages from these types of materials are never covered under warranty. Since your drains were checked at the time of walk-through and water flowed freely, we cannot hold the General Contractor or the Developer responsible for these stoppages. Therefore, you will be responsible for hiring a licensed Plumber to clear the lines if a stoppage problem occurs.
- ❖ During any type of flooring installation, or decorating, there is a considerable amount of dust in your unit. If you leave your air conditioning running at this time, be sure to change filters frequently so as not to cause damage to the coils. If these filters are not changed or are removed for any reason, you will get a build up of debris on the coils. This will result in your system not cooling properly and could jeopardize the warranty. The acid washing of coils is costly and the cleaning of these coils does not always bring your system back to its original efficiency.
- ❖ If flooring is being installed in the kitchen, you are required to remove the appliances and kick plates. **Upon installation of the floors, you MUST reinstall the kick plates and reconnect the appliances.** Please be careful when reconnecting the refrigerator (ice-maker), dishwasher and washing machine. You can get a crimp in your water line, which can clog and cause possible flood. Make sure that all appliances can be removed after floor is installed for service or future replacement.

## **DESIGNER AND CONTRACTORS IMPROVEMENT REGULATIONS**

### **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 **WAVERLY AT LAS OLAS**. 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 working 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 properly 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 approval of the Association.

The Association shall have the right to immediately shut down the Unit Owner's construction work for 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 (\$200.00 dumpster fee per month) at any time, in its sole discretion, due to the type, size or scope of work of the Unit Owner's project and the resulting trash removal/cleanup costs. Daily cleanup is required by the Owner's Contractor 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 in 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 SHALL NOT BE USED BY THE 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. **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.

2. **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 the 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.*

3. **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 specifications for the proposed work to the Association. **The Board shall have 14 days after the date of receipt of the Form within which to approve or disapprove the Modification, in the Board's sole discretion.** Attached to these Construction and Improvement Regulations is a copy of the Architectural Modification Form. Additional Forms can be obtained at the Association's office or visiting [www.waverlylasolas.com](http://www.waverlylasolas.com). 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 specifications 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 to perform work shall include the following:

1. Plans and specifications for all work to be performed; if plan(s) or permit(s) is/are not required, a letter outlining the work to be performed and the Unit Authorization Form (list of contractors) must be completed.

2. Anticipated commencement date;
3. Anticipated completion date;
4. Anticipated delivery schedule;
5. If applicable, engineering report confirming review of structural load capacity and x-ray verification of clearance for any slab penetrations;  
**NOTE: The construction of the floor/ceiling slabs contains post tension cables. Under NO circumstances shall screws or drilling of the floor/ceiling shall be performed without written approval from the Association.**
6. List of all contractors, contractor/subcontractor employees, sub-contractors with supervisory personnel and contact telephone numbers;
7. Licenses and Certificate(s) of insurance from all Contractors involved;
8. Building permit application as required by local 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.*

#### **4. 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.

#### **5. 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.

#### **6. CONSTRUCTION AND MATERIAL DELIVERIES**

**Delivery hours are Monday - Friday, 9 a.m. to 6:00 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 4 p.m.) CONSTRUCTION OR DELIVERIES ARE PERMITTED.**

#### **7. 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.

8. **CONTRACTOR, SUB-CONTRACTORS, EMPLOYEE AND VENDOR ACCESS**

Access devices may not be issued to any contractor, sub-contractor, employee or vendor. Individual unit security, as well the security of residents and their guests, is of 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 their 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.

Unit Owners or Agent must sign a "Unit Access Authorization-Work Entry" for ALL trades people performing work in the Unit. All contractors MUST display (wear) their building issued identification card at all times while on the property.

9. **CONSTRUCTION SAFETY AND HEALTH PROVISIONS**

The Unit owners shall require in their contracts with their contractors 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 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.

10. **ELEVATOR USAGE**

All deliveries of construction materials must be scheduled at least 24-hours in advance with the Management 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.

11. **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.*

**12. FLOOR COVERING INSTALLATION AND SOUND CONTROL REQUIREMENTS**

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 a Sound Transmission Control (STC) of 55 or greater and an Impact Isolation Control (IIC) of 55 or greater.

Proof of proper sound isolation/insulation/waterproofing installation is required *prior* to the installation of the hard flooring product. The Association Office must be contacted and permitted to take pictures of the installed isolation/insulation/waterproofing product in each area where hard flooring will be installed. In addition and prior to any installation starting, a sample piece of the isolation material as well as a product specification sheet stating that the material provides a Sound Transmission Control (STC) of 55 or greater and an Impact Isolation Control (IIC) of 55 or greater.

**CARPETING CANNOT BE INSTALLED ON ANY BALCONY!**

**13. HURRICANE SHUTTERS**

Waverly at Las Olas has windows specifically designed in accordance with State regulations regarding resistance to hurricane force winds. No penetrations of the floor or ceiling slab are permitted without the express written consent of the Association.

**14. 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 **WAVERLY AT LAS OLAS** and the unit number, 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 amount of *Five Hundred Thousand Dollars (\$500,000.00)*, Comprehensive Auto Liability insurance in the minimum amount of *Five Hundred Thousand Dollars (\$500,000.00)* combined single limits and Workers Compensation Insurance as required by State Law. The comprehensive general liability insurance policy and the comprehensive auto liability shall each name the Association and the Unit Owner 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. 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 the 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.

**15. 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 **The Waverly at Las Olas**, 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.

**16. PERMITS**

The City of Broward requires 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.*

Applications for building permits may be obtained from the City of Fort Lauderdale 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. Permits for flooring installation are currently not required by the City. Please contact the building Department at (954) 828-5203 for further information.

**17. PLUMBING**

1. Any and all plumbing work shall be performed by a licensed and insured plumber;
2. 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;
3. 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.
4. 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.
5. Accessing lower Unit(s) to perform plumbing modifications is not permitted.
6. Use caution when drilling screws into the walls. There maybe electrical and plumbing lines in the walls.
7. Jacuzzi access panels if installed, are installed for future access and service to the motor and plumbing without damage to the marble tile. Please advise service vendor if access becomes necessary.
8. Appliances: All appliances are installed in accordance with the manufacturer requirements. During flooring installation, appliances may require removal and reinstallation. Installer must follow the manufacturers 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.

9. Baseboard kick plates are provided with the cabinets but must be modified and reinstalled by the Unit Owner after the flooring is installed.

**18. PROHIBITED WORK:**

**WORKING IN ANY COMMON, LIMITED COMMON, OR RESIDENTIAL 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 modifications 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.

**19. PROTECTION OF ASSOCIATION PROPERTY**

Contractors are responsible for protecting the walls, ceilings, doors, floors and other common areas from damage. Please use extreme caution in transporting materials and equipment and remember that any damage to the common areas will be charged to your 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.

**20. 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.

**21. 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 & other hazardous materials or equipment used in the performance of work.

**22. SITE ACCESS - PARKING**

A designated worker or contractor parking area does not exist at **The Waverly at Las Olas**. 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. 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.

**23. SMOKE DETECTORS/SPEAKERS-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. Temporary covers **MUST BE USED** and promptly removed after work is completed. **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.

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.

**24. 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 clean up 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 containing material that may harden and block pipes will 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 fifteen (15%) to contractor; 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.**

- (B) 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.
- (C) Contractors shall ensure strict adherence to the proper wearing of 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;
- (D) 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;
- (E) 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*
- (F) 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 the 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;
- (G) The Association has adopted a policy in which NO alcohol, illegal drugs or illegal substances is to be consumed on the Condominium Premises by any of the contractors' personnel. Contractors are to enforce this policy and none of their subcontractors', employees or agents shall be allowed to work on the Condominium premises if they are, in the sole opinion of the Association, performing work under the influence of alcohol or illegal drugs or substances. The Association shall have the right upon verbal notice to the contractors to require immediate removal from the Condominium premises of contractors and any personnel of contractors or subcontractors or vendors whom the Association deems, based upon the Associations opinion, that such person is under the influence of any substance. Furthermore, the Association may prohibit such individual from performing further work within the unit, in the Association's sole discretion.

**25. 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 materials 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).

**26. 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.

**27. WORK HOURS**

*Normal work hours shall be 9a.m. to 5:00 p.m., Monday through Friday.*

*All workmen must be off the property by 5p.m.*

**NO WEEKEND, HOLIDAY OR EVENING WORK IS PERMITTED**

**28. WINDOW TINT**

All of the windows and fixed glass are composed of green tinted laminated glass approved by the City of West Broward. The manufacturer's specifications caution that additional tinting of glass may lead to damage and voids the warranty on the glass. Neither the Association, Developer, nor Manufacturer will be responsible for repair or replacement of any glass that has been tinted after installation. Follow proper procedure to clean any glass included in your appliance package warranties.

*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 above 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 *“Designer & Contractor Construction and Improvement Regulations”* 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 \_\_\_\_\_

**Acknowledgment by Contractor:**

The undersigned contractor(s) which shall be performing work on Unit \_\_\_\_\_ hereby agrees as a condition of entry to the Waverly at Las Olas 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 regulations 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: \_\_\_\_\_



## UNIT ACCESS AUTHORIZATION

Date: \_\_\_\_\_ Authorized Resident: \_\_\_\_\_ Unit #: \_\_\_\_\_

THIS IS TO AUTHORIZE AND REQUEST you to grant access to the above-described Unit in THE WAVERLY AT LAS OLAS Condominium to the person(s) named below.

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

1. Although the purpose(s) of entry is stated below (for information only), you are not responsible to see to such purpose(s) being fulfilled nor for limiting access to the accomplishment of such purpose(s);
2. You are 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
3. To fully indemnify and hold harmless you and all of your officers, directors, members, employees and agents (including, without limitation, your Management and security companies and their officers, directors and employee(s) named below, whether in the Unit, the Common Elements of the Condominium or otherwise (such agreement to include all attorneys fee and court costs regardless of whether suit is brought or any appeal is taken there from).

**NAMES OF PERSON(S) AUTHORIZED TO HAVE ACCESS:**

Name(s):	Purpose:	Entry end date:	Contact Info:

**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.

\_\_\_\_\_  
 AUTHORIZED RESIDENT Signature on behalf of all residents of the Unit

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

\_\_\_\_\_  
 Date



## SERVICE ELEVATOR RESERVATION REQUEST

The moving of furniture, construction materials and personal items associated with a move-in or move-out is permissible only by using the service elevator located at the northeast corner of the building in accordance with the service elevator procedure. Use of residential elevators for such purposes and/or the use of the service elevator beyond permissible hours may result in fines being levied against the account of the unit owner.

I have read, understood and agree with the policy stated above. \_\_\_\_\_

NAME: \_\_\_\_\_

UNIT NUMBER: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

DATE REQUESTED: \_\_\_\_\_

PURPOSE:  Move In  Furniture Delivery  Move Out  Re\_\_\_\_\_ations

MOVING COMPANY: \_\_\_\_\_

HOURS OF USE: \_\_\_\_\_ (one & two bedrooms: 4 hrs • three or more: 8hrs )

NOTE: Complete and return this form to the Management Office. Calls to the front desk and/or management office to make or change reservations will not guarantee the reservation of the service elevator. Only the successful and correct use of this request form can ensure that the elevator will be available.

Should the service elevator not be available for the date requested, management or front desk staff will contact the requestor for alternative dates.