

LE CHATEAU ASSOCIATION
CONSTRUCTION AND REMODELING RULES
Amended – 4/5/19

1. PURPOSE – Unit owners are encouraged to maintain and improve the interiors of their respective units subject to the terms of these Construction and Remodeling Rules which are designed to protect and preserve a) the structural integrity of the Common Elements (as defined in the Association’s condo documents), b) all portions of its systems and elements comprising the Common Elements, and c) the rights, safety and comfort of all unit owners and residents.

2. INTERFACE BETWEEN OWNERS AND LE CHATEAU ASSOCIATION ON ALL UNIT CONSTRUCTION MATTERS - It is the responsibility of Le Chateau’s full Board of Directors to provide a process for the efficient handling of its role relative to unit construction work. Such interface includes but is not limited to:

- a. Reviewing construction work plans, contractor proposals, contractor licenses, and insurance sufficiency with the goal of helping owners to comply with Le Chateau’s condominium documents including these regulations in order to avoid costly errors or omissions;
- b. Providing “letters of approval to proceed” with unit work;
- c. Determining what is “substantial” vs. “non-substantial” work;
- d. Approving the sufficiency and acceptability of unit floor soundproofing materials, balcony floor tile and installation processes, balcony slab inspections, and engineering sign-offs on the movement of walls or damage correction;
- e. Responding to issues of property damage or injury during the course of construction;
- f. Resolving technical issues regarding requests for such items as emergency work needs and adherence to the “wet-over-wet” policy, and window, slider, door and shutter matters;
- g. Providing direction to owners and contractors regarding all interface issues with the Association such as contractor access, common area property protection, the placement of cranes and dumpsters, and parking;
- h. Responding to requests for project extensions after 11/15;
- i. Responding to owner, contractor, and the City of Sarasota authorities as required throughout projects;
- j. Responding to the needs and requests of other owners affected by the unit work.

In fulfilling its responsibilities, the Association and its Board of Directors may delegate its authority by appointing a “designee” to more efficiently manage the interface process requirements and make decisions on its behalf. The designee shall only be authorized to act on behalf of the Association and the full

board in a manner that the designee reasonably believes is in full compliance with Le Chateau's condominium documents. All owners have the right to appeal any position or decision made by the designee to the full Board of Directors. Conversely, the designee may refer any unit construction work matter to the full Board of Directors for handling, decision, and oversight.

3. UNIT WORK NOT PERMITTED BY THESE RULES No unit owner shall perform (or hire a contractor to perform) any unit work that is not permitted by these rules, Le Chateau's condo documents, or State, Federal, or local rules, ordinances or statutes.

4. "SUBSTANTIAL" AND "NON-SUBSTANTIAL" WORK AND WRITTEN APPLICATION REQUIREMENTS - All unit work shall require the written approval of the Board to proceed prior to commencement, except as noted in Section 4.1. below:

4.1 NON-SUBSTANTIAL OR MINOR UNIT WORK Not Requiring Prior Written Board Permission - Any unit owner may perform or have a contractor perform "non-substantial work" without prior written Board permission (including, without being a complete and exhaustive list) painting (including repair of existing wall and ceiling surfaces), wallpapering, replacing existing carpeting, replacing existing light fixtures and switches, replacing bath and closet towel and clothing bars and related storage fixtures, installing or replacing window blinds, shades or draperies, installing or replacing closet shelves and closet doors, and replacing existing kitchen appliances without obtaining prior written Board approval to proceed; **provided, however,** that any such non-substantial unit work shall otherwise be done in full compliance with all other requirements of Le Chateau's condo documents and rules and regulations, including but not limited to permitted work times and methods of unit work, insurance, licensing and permitting requirements, protections of common elements, and removal of debris from Association premises. If a unit owner is uncertain whether prior written Board approval is required for contemplated non-substantial unit work, the unit owner has the obligation to contact the Board President or his or her designee for direction. Non-substantial projects may be performed within the unit at any time of year with the following exceptions:

- a. A large collection of "non-substantial" unit work that is planned to occur over an extended period of time will be considered "substantial" unit work and may only occur during the period 4/15 to 11/15. It is the intention of the Association to permit individual owners to address "one-off" small project needs from 11/15 to 4/15 and not large scale or multiple on-going projects. The Board will make the determination as to whether a project is considered substantial or non-substantial unit work.

b. Piece parts of substantial unit work projects described in 4.2 below which may appear to meet the definition of non-substantial unit work are considered substantial work and may not be performed during the period 11/15 to 4/15 and will be subject to the provisions of section 4.5 below. Examples of prohibited work beyond 11/15 would include wall painting, installation of light fixtures or closet shelving that are the remaining parts of a large renovation project.

4.2 SUBSTANTIAL WORK – ALL OTHER CONSTRUCTION AND REMODELING UNIT WORK REQUIRING PRIOR WRITTEN BOARD REVIEW AND APPROVAL TO PROCEED - All other construction and remodeling unit work that includes (without being a complete and exhaustive list), gutting whole units, kitchens or baths, moving, adding or removing interior walls, removing or installing hard surface flooring, removing or installing balcony tile, removing or installing windows, sliders, or shutters, creating any new plumbing or electrical service or distribution within the unit, initially installing a clothes washer and/or dryer when one does not now exist in a unit, installing kitchen, bath, closet or other built-in cabinetry, or any other work that in any way affects the perimeter walls of the subject unit or the way in which the unit connects to the common element plumbing and electrical service shall be deemed substantial and shall proceed only after the unit owner first makes an application to proceed with substantial work and obtains the Board's written direction and approval to proceed with the intended unit work. Once a project is deemed substantial work, all parts of that project will be considered substantial work whether or not those project parts meet the definition of non-substantial unit work.

4.3 REQUIREMENTS FOR APPLICATIONS FOR SUBSTANTIAL UNIT WORK - Applications for substantial work shall be submitted to the Board President or his or her designee at least 14 days before any planned project commencement and must include the following: detailed plans and specs, the general contractor's proposal or contract with the unit owner, a statement of the projects planned duration, the name and contact number of the person responsible for overseeing the project from beginning to end, a copy of the involved General Contractor's liability insurance, a copy of the General Contractor's license, an executed Unit Owner's Indemnification form attached to these Construction Rules, and identification of any special issues as noted in these Construction Rules such as the movement of walls or common area plumbing, floor slab intrusions, etc.

4.4 ADDITIONAL REQUESTED INFORMATION - The Board may respond to applications and require the unit owner to provide additional information during or after the application review process.

4.5 TIMING OF SUBSTANTIAL WORK AND EXTENSION PROVISIONS AND FEES - Effective November 15, 2015, all substantial work may only be performed during the period of **April 15 to November 15** of each year with potential exceptions subject to the provisions below:

It is the Association's intention and the desire of its member owners that all substantial unit work projects be 100% completed by 11/15 given high building population, limited parking, and the desire of all to peacefully enjoy their property in-season. To the extent owners wish to continue their substantial unit work beyond the end date of 11/15 due to unforeseen circumstances, an application may be submitted to the Board President or his or her designee. The application shall include a statement describing the reason for the extension, the scope of the work to be completed, and the specific dates the owner wishes their contractors to continue to work. If approved, the fee to be paid to the Association for such contractor work extension approval will be \$100 per workday.

4.6 NOTICE OF CHANGES – The unit owner shall notify the Board President or his or her designee immediately upon the occurrence of any and all of the following: (1) damage to common property, or the property of another unit owner, (2) injury to any party associated with the construction project, 3) any change in work scope that would otherwise be covered either by these rules, the condominium documents, or other work that was permitted, (3) delays in planned work commencement, suspension of work, or work likely to be extended for more than 30 days beyond the original estimate, (4) completion of the work.

4.7 PROFESSIONAL REVIEW OF PLANS - The Board may require the review of plans, specifications, or construction activity by an engineer, architect or other professional as it deems necessary in its sole discretion. Such cost will be borne by the unit owner.

4.8 REMOVAL ADDITION, OR MOVEMENT OF WALLS - An application that includes the removal or movement of any walls as part of the unit work must show the location and extent of all walls to be removed, added, or moved. Additionally, an engineering sign-off is required which states that there is no structural integrity problem created by the planned work.

4.9 FLOORING REPLACEMENT – Special rules apply to replacement and installation of unit flooring and balcony tile. Unit owners must comply with those rules that are contained in Le Chateau's condominium documents and these Construction Rules. The installation of highly rated, internal unit floor sound control membrane is required under all new hard flooring including but not limited to tile and wood flooring. As part of the construction application, owners must submit a sample and spec sheet or brochure of the floor sound control membrane product they wish to install. Once approved and installed, the owner or contractor must contact the Board President, or his or her designee so the installation of the sound control membrane can be inspected and approved. Upon approval of the soundproofing material installation, the owner and contractor may proceed with hard flooring installation.

4.10 WINDOW, SLIDER, AND SHUTTER REPLACEMENTS AND INSTALLATIONS - Special rules and specifications apply to replacement and installation of unit windows, sliders, and shutters to ensure building consistency throughout. Unit owners must comply with those rules that are contained in Le Chateau's condominium documents and Window/Slider/Shutter Specifications. Owners should obtain Board approval to proceed with use of the product(s) to be used BEFORE placing any product orders.

5. GENERAL RULES GOVERNING ALL UNIT WORK OF ALL KINDS - The following rules shall apply to all work of every nature performed either by a unit owner or by a contractor on behalf of a unit owner. It is the unit owner's obligation to ensure that all contractors are aware and comply with all Association construction rules and all relevant communications from the Association or the Building Maintenance Manager during the course of unit work. The unit owner shall be responsible for all breaches of all rules by his/her contractor, including costs and expenses of remedy, if any.

5.1 PERMITS AND LICENSES AND RULES COMPLIANCE - All unit work shall be accomplished in compliance with all applicable building, fire, health and safety codes in effect at the time of the work. The unit owner shall make an independent evaluation of whether applications for permits or licenses are required from any governmental authority. It shall be at the unit owner's sole cost to obtain any necessary permits and licenses. All permits shall be properly posted outside the unit.

No action or inaction on the part of the Association, its employee(s), Board or its designee(s), including approval to proceed with unit work or any interim inspection by Association personnel or contractors, shall be deemed a substitute for required permits or licenses or constitute a determination that the work will be or has in fact been done in accordance with applicable codes and requirements. Association approval to proceed with unit work does not constitute an endorsement or approval of the safety, integrity, legality, appropriateness, or aesthetics of the unit work or the project's anticipated results. The unit owner shall at all times be solely responsible for the legal compliance of unit work and the completion of unit work in a manner that is satisfactory to the unit owner and complies with the Association's condo documents.

5.2 NORMAL CONSTRUCTION HOURS - Notwithstanding the prohibition of performing substantial work from 11/15 to 4/15 each year, all unit work and related activities may be performed only between the hours of 8:30am and 5:30pm on non-holiday weekdays ("normal construction hours"), provided:

a. Work producing no audible noise, no noxious fumes, and no disruption of any kind to common elements may be performed personally by unit owners at any time and, additionally, by outside contractors on non-holiday Saturdays between 8:30am and 5:00pm. As guidance to the unit owner, work,

involving use of hammers, drills, power screwdrivers, saws, and other power tools is deemed audible work that may not occur outside normal construction hours.

b. Transport of tools, toolboxes, construction machinery or materials as well as the process of removing demolition debris from a unit to an approved waste collection point through common hallways, the elevators, or stairs is deemed “construction and related activities,” none of which may occur within any part of the common elements outside of normal construction hours.

c. For unit work not requiring written application to the Association the unit owner shall notify the Le Chateau Building Maintenance Manager in a timely fashion of the scheduling for outside contractors to perform work.

d. Emergency work, typically involving sudden plumbing, electrical, or a/c malfunctions, may be performed at any time.

5.3 BUILDING ACCESS BY CONTRACTORS - No contractor may be given or possess a building entry key, entry code, or FOB not specifically assigned to such contractor to any outer door of the Le Chateau building. The Le Chateau Building Maintenance Manager will agree upon access processes with the unit owner and/or contractors prior to the commencement of any substantial unit work subject to the provisions of Le Chateau’s rules and regulations. Owners should admit contractors performing non-substantial work to the building by personally admitting them through use of the intercom system.

5.4 Interface with Common Elements – All contractors, subcontractors, and unit owners performing their own work will adhere to the direction of the Building Maintenance Manager and/or the Board as it concerns issues including, but not limited to: elevator usage, delivery, loading and unloading of tools, machinery, supplies, and materials, vehicle parking on site or remotely, contractor bathroom usage, appropriate protection of common elements to avoid damage and/or maintain cleanliness, water or electrical shut-offs, etc.

a. If building water shut off is required to complete unit work that will affect other unit owners, the contractor will notify the Building Maintenance Manager at least 48 hours in advance and coordinate shut-off timing. Contractors will use the bathroom facilities located in the unit undergoing work. In cases of full renovation of all unit bathrooms, the contractor shall keep one toilet operational for contractor’s use. Toilet hole caps, specifically designated for plumbing system protection, will be placed on all toilet floor openings immediately after toilet removal until a toilet is installed again on such opening. All steps should be taken such that no inappropriate material is permitted to enter any unit or common area plumbing or sewage system.

b. Owners and contractors must take steps to avoid the accidental triggering of the building fire alarm system that can occur due to extensive dust during demolition, tile and drywall removal, or using tools generating heat. Contractors frequently use fire detector covers during such events and/or may consult with the Building Maintenance Manager if it is believed the building fire system should be disabled for a very short period of time.

5.5 OFF-SITE DISPOSAL OF DEMOLITION AND CONSTRUCTION

DEBRIS - All unit owners and contractors shall provide for the complete off-site disposal of all demolition and construction debris, including without limitation drywall, framing, molding, doors, appliances, furniture, plumbing and lighting fixtures, windows, cabinetry, built-ins, old carpeting and flooring material, paint and other material containers, etc. No contractor or unit owner shall deposit any demolition or construction debris or material in or near any trash chute, trash room, common area or in or adjacent to the building's trash containers. In such event, a disposal service shall be called to immediately remove such materials and the cost shall be borne by the unit owner. If a contractor requires the placement of a dumpster or crane in Le Chateau's parking lot, such placement must be approved by the Board with placement coordinated with Le Chateau's Building and Maintenance Manager. In all cases, plywood or a suitable material shall be placed underneath the dumpster or crane that will protect the parking lot surface from damage. Care must also be taken to prohibit damage to lot curbs.

5.6 WORK REQUIRING A LICENSE

- All plumbing and electrical work and any other type of work requiring that a licensed professional perform it shall be performed by a craftsperson licensed in his or her respective trade.

5.7 WET-OVER-WET POLICY

- The Association operates with a "wet-over-wet" policy to aid in the protection of all owner and residents' property situated below the unit undergoing unit work. Generally, toilets, air conditioning air handlers and their accompanying condensation lines, and water heaters must be placed in their original "as built" location. Sinks, dishwashers, and any other appliances or devices that may be subject to leaking below will be confined to wet areas. Movement or relocation requests will be reviewed on a case-by-case basis. In all circumstances the Board's decision will dictate.

5.8 TRENCHING, INTRUSION OF FLOORS OR CEILINGS

- Trenching of floor and ceiling structural concrete slabs, which are common elements, is not permitted. No proposed electrical conduit or plumbing pipe runs may be constructed within floor or ceiling structural concrete slabs. Details regarding the location and extent of any isolated drilling or other intrusion in the floor or ceiling structural concrete slabs must be identified and included as part of any application submitted to the Board in advance of such work.

5.9 AIR-CONDITIONER (A/C) INSTALLATIONS - When replacing air-conditioning units the location and placement of the units must be approved by the Board in advance of purchase. The goal is to install a/c units in a configuration of two units, side-by-side, one elevated and one not elevated, against the outside east wall of the recycle room, (except for the 7th floor a/c units which are located on the roof). Coordination between unit owners is essential.

5.10 HOT WATER HEATERS - Installation of tank-less/on-demand/inline water heaters at Le Chateau is prohibited due to the limitations of the building electrical system and incoming electrical supply lines.

5.11 COMMON AREA PLUMBING SYSTEMS - The relocation of common area plumbing components and systems located within units is generally prohibited. If an owner wishes to pursue such relocations, a description of the requested relocation should be identified in the construction application to the Association. The Board will work with the owner to see if any accommodation is possible, however, in any case the decision of the Board will dictate.

5.12 BUILDING EXTERIOR INTRUSIONS - In accordance with Le Chateau's Declaration of Condominium, "The Association shall approve no change by a unit owner that alters the appearance of the condominium from outside the unit except as part of a uniform change applicable to all units." In particular, no new building intrusions, holes, or new vents are permitted.

5.13 CONTRACTOR(S) BUILDING ACCESS, PARKING, AND INTERFACE WITH THE ASSOCIATION - The Building Maintenance Manager or Board will provide direction and respond to owners and contractor(s) regarding common area and Association interface issues. Contractor and sub-contractors are permitted to park on-site in Le Chateau's parking lot; however, the Association reserves the right to limit the number of vehicles parked on-site in situations whereby the parking of owners, residents, and guest vehicles becomes restricted. The contractor should make every effort to minimize the number of vehicles parked on-site at the same time. Access to the building by the contractor(s) will be directed by the Board and Building Maintenance Manager. No owner may provide a building key, door entry code, or their own or their sponsored FOB's to contractors. The unit owner is free to place a lockbox on their unit entry door for contractor access to the unit. In cases of "substantial" construction, the Building Maintenance Manager or Board will conduct a construction "kick-off" meeting with the designated contractor performing substantial unit work to review all Association interface issues and discuss any special circumstances prior to the commencement of construction.

5.14 FIRE SAFETY - All contractors shall familiarize themselves and their workers with fire exits and stairwells as well as the location of emergency equipment. Each contractor using flammable materials in unit work shall ensure a fire extinguisher is closely available with a certification of current sufficiency of charge.

5.15 INSPECTION OF UNIT WORK – The Association has the right (but not the obligation) to inspect unit work at any time and to require the contractor to reasonably demonstrate that its work complies with all rules, regulations, and ordinances.

5.16 REIMBURSEMENT OF FEES, COSTS, AND EXPENSES RELATED TO UNIT WORK - The involved unit owner will bear the cost of all fees, costs, and expenses the Association incurs as a result of owners' unit work, including, but not limited to: repair, restoration or cleanup involving common element damage, any fines incurred, the cost of any professional consultations, and the cost of the Association enforcing the rules applicable to the unit work against the unit owner, its contractors, subcontractors, agents and employees, including, without limitation, attorneys fees and court costs and the fees and costs of all professionals (such as architects and engineers) in determining and proving the existence and scope of such breach of rules. Whenever the rules allow the Association any right of reimbursement (whether to cure a breach of rules, restore damaged common elements, or enforce these rules), the Board may in its sole discretion charge such reimbursement amount to the unit owner's assessment account.

