



RULES GOVERNING OWNER WORK

The provisions of these Rules Governing Owner Work (herein called "Rules") govern the construction and installation of "Owner Work" (defined below, and herein also called "Work") at Plaza 57. Owner Work is defined to mean all construction or installation of any improvements to the Unit, whether such improvements are located within the Unit or anywhere within the Condominium Building or on the Condominium Property. These Rules must be included as part of all agreements between Owner and parties with whom Owner contracts to perform any part of Owner's Work whereby such parties agree to be bound by the provisions hereof, as well as all provisions of the Condominium Documents. All terms used herein shall, unless otherwise specified, have the definitions contained in the Declaration of Condominium for Plaza 57 ("Declaration"). In addition to the rules set forth herein, all construction by a Unit Owner is subject to the provisions of the Declaration, calling special attention to Article. XIV. Section C and Article XX.

1. **CONTRACTORS.** Owner shall notify Association in writing of all contractors or other persons ("Contractors") Owner desires to employ to perform any portion of the Owner Work on the Unit to obtain Association's prior written approval. Said notice shall contain the names, addresses, telephone and fax numbers, contractor's license numbers, and two (2) trade references for each of the proposed Contractors. Within five (5) working days of receipt of said notice, Association shall notify Owner in writing of Association's approval or disapproval of Owner's proposed Contractor(s), which approval may not be unreasonably withheld. Association's notice shall state the reasons for disapproval. If any proposed Contractor is disapproved by Association, Owner may elect to submit an additional list of proposed Contractors by giving Association written notice thereof (containing the same information as required in the first notice), and Association shall give Owner written notice of its approval or disapproval of any proposed Contractors within five (5) working days of receipt of said second notice. This process may be repeated until Owner has obtained Association's approval for Contractors. The process of obtaining Association's approval for Contractors shall be required at any time Owner seeks to employ any new or additional Contractors. All Contractors performing any portion of the Owner Work must, at all times during performance of work in the Building, be licensed to perform said work.

2. **OTHER RULES.** Owners and Contractors shall be subject to such reasonable rules as Association shall impose pertaining to the performance of work in the Building, including, but not limited to, means of ingress and egress, parking, hours of operation, delivery and storage of materials, waste disposal, protection of the Common Areas of the Building, and coordination with all others performing work in the Building. The rules governing Owner Work may include the requirement for security deposits from Owners or Owner's Contractors to ensure compliance with the rules or the payment of charges as provided for in these rules or the Declaration. Failure of any contractor to comply with such rules after reasonable notice from Association shall authorize Association to deny the violating party access to the Building and Unit. Any cost incurred by the Association in enforcing or remedying a breach of such rules shall be paid by Owner.

3. **CONTRACTOR INSURANCE.** All Contractors performing any portion of the Owner Work shall carry workers' compensation insurance and liability insurance covering personal injury and damage to property in such amount and form and issued by such company as shall be satisfactory to Association and as more specifically set forth herein. Owner shall provide Association with certificates of such insurance from all such contractors and persons naming Association as a loss payee. All Certificates must contain a provision requiring Association to receive written notice not less than 30 days in advance of cancellation or modification of a policy.

4. **PAYMENTS.** Owner shall make such arrangements as are satisfactory to Association, in Association's sole discretion, to pay, to provide for or secure the payment of any and all sums which Owner or Owner's agents are required to pay hereunder.

5. **INDEMNIFICATION.** Owner shall indemnify and hold Association harmless against and from any and all claims arising from the conduct, management, or performance of the Owner Work, including without limitations any and all claims arising from any condition of the work or arising from any breach or default on the part of the Owner in the performance of any covenant or agreement on his part to be performed pursuant to the terms of the Agreement, or arising from any act of negligence of Owner or any of its agents, servants, employees, contractors, subcontractors, sub-purchasers, or licensees, or arising from any accident, injury, or damage whatsoever caused to any person, firm or corporation and from any and all costs, reasonable counsel fees, expenses, and liabilities incurred in or about any such claim, action, or proceeding brought thereon; and in case any action or proceeding be brought against Association, its employees, agents, or directors by reason of any such claim, Owner, on notice from Association, shall defend against such action or proceeding by counsel satisfactory to Association, unless such action or proceeding is defended by counsel for any carrier of public liability insurance provided herein. This indemnification shall not be affected by a claim that negligence of Association, its employees, agents, or directors contributed in part to the loss or damage indemnified against.

6. ADDITIONAL RULES: In addition to all the foregoing, Owner agrees that it will cause Owner's Work to be constructed in accordance with the following provisions:

1. **WORK STANDARDS.** Owner's Work shall be completed in a good and workmanlike manner, free of liens and in compliance with all applicable statutes, ordinances, regulations, laws and codes, and the requirements of Association's fire insurance underwriter. Any work not acceptable to the appropriate governmental or regulatory agencies or not in compliance with applicable statutes, ordinances, regulations, laws, and codes shall be promptly corrected by Owner at Owner's expense.
2. **OWNER'S PLANS.** Owner must submit plans to the Association for any Owner Work ("Owner's Plans") for approval. No Owner Work may be commenced without obtaining the prior written approval of the in accordance with the approval process set forth in Articles XIV and XX of the Declaration. The Association may deny access to the Building to Owner and Owner's contractors and take such other action as the Association deems necessary to prevent work from being performed until Owner's Plans have been approved by the Association.
3. **CHANGES IN PLANS.** Owner's Work shall be completed in substantial accordance with the final approved Owner's Plans and changes thereto as have been approved by Association in writing.
4. **PERMITS.** Owner shall obtain valid building permits and other governmental authorizations when required for Owner's Work, at Owner's sole cost and expense, and shall post such permits at prominent places as required by applicable law, code, and ordinance, and shall furnish a true and correct copy of each to Association within five (5) business days of the date of issuance. Association shall, without cost to Association, and upon Owner's request, reasonably assist Owner with obtaining such permits and approvals.
5. **LIENS.** Owner, Owner's Contractor and all suppliers, contractors, artisans, mechanics, and laborers and other persons contracting with or through Owner, shall have no power or authority to create any lien or permit any lien to attach to the Building or the Property (other than the Unit) in general or other improvements thereof, that such interest shall not be subject to liens for improvements made by or on behalf of Owner, and therefore, Owner agrees to do all things necessary to prevent the filing of any mechanic's or other liens against the Building or the Property (other than the Unit) or any part thereof by reasons of work, labor, services, or materials supplied or claimed to have been supplied to Owner, or anyone holding the Unit, or any part thereof, through or under Tenant. If any such lien shall at any time be filed against the Building or the Property or any of such other interests, Owner shall cause the same to be discharged of record within 30 days after the date of filing of the same. If Owner shall fail to discharge such lien within said period, then, in addition to any other right or remedy of Owner resulting from Owner's default, Association may, but shall not be obligated to, discharge the same either by paying the

- amount claimed to be due or by procuring the discharge of such lien by giving security or in such other manner as is, or may be, prescribed by law, in which event Association shall have a lien against the Unit in any amount so paid by Association.
6. LIEN RELEASE. Upon Substantial Completion (as defined herein) of Owner's Work, Owner shall cause each party acting by, through or under Owner to deliver to Association an unconditional release of lien in standard AIA form or such other form acceptable to Association. "Substantial Completion" shall mean that a certificate of occupancy for the Unit has been obtained and that Owner's Work is sufficiently complete except for punch-list type items to allow Owner to occupy the Unit for the use and purposes intended without unreasonable disturbance or interruption.
 7. BUILDING SYSTEMS. Owner shall not be allowed to install any plumbing, mechanical work, electrical wiring or fixtures, or modify, alter or install any apparatus which would affect the Building's systems (other than those previously approved in writing in connection with Association's approval of the Owner's Plans) without the prior written approval of Association in each instance.
 8. AS-BUILT PLANS. Owner shall provide a set of as-built plans for the Unit to Association within thirty (30) days following the final inspection of the Unit and the issuance of a signed permit card designating the date of such final inspection, together with a final release of lien from each party who may otherwise be entitled to file a claim of lien against the Unit pursuant to Chapter 713, Florida Statutes. Owner's as-built plans may be in the form of redline plans showing changes by redline made during construction.
 9. CONTRACTOR QUALIFICATIONS. Association shall have the right to disapprove any of Owner's subcontractors if Association has reason to believe that such contractors or subcontractors are: (i) not licensed as required by any governmental agency, (i) not technically qualified or sufficiently staffed to do the work; or (iii) not financially capable of undertaking the work.
 10. NON-MATERIAL VARIANCE. Notwithstanding anything to the contrary herein contained, Owner's Work may vary from the requirements on the Owner's Plans if the variances is not material and does not affect the exterior or structural components of the Building or any Building system.
 11. LIABILITY. Association shall not be liable in any way for any injury, loss or damage which may be caused by the negligence of intentional act of Owner, its employees, contractors, or agents, except to the extent (if any) caused by the negligence or intentional act of Association, its employees, contractors or agents.
 12. DAMAGE TO BUILDING. If the Building or Property or any property located therein is damaged during the performance of Owner's Work by Owner or Owner's Contractor or any party acting by, through or under Owner or Owner's Contractor, then Owner or Owner's Contractor shall, at its expense, promptly repair such damage to the reasonable satisfaction of Association.
 13. COOPERATION. Owner and Owner's Contractor, subcontractors, workmen and mechanics shall work in harmony, and not interfere, with the labor employed by Association, the Developer, other owners or tenants, or their contractors.
 14. OWNER'S RISK. Association shall not be liable in any way for any injury, loss or damage which may occur to any of Owner's decorations or installations, the same being solely at Owner's risk.
 15. WORK WEEK. The workweek for construction of Owner Work shall be Monday through Friday from 6pm to 7am, Saturday and Sundays from 8am to 5pm. Notwithstanding, Owners Work which causes noise or odors which in return interferes or any way limits another occupants in the Buildings ability to fully and reasonably operate it business, shall only be able to perform the specific work Monday through Friday from 9pm to 7am. Determining the noise or interference level shall be left up to the reasonable discretion of the Associations Manager and upon notice of such to the Owner and/or the Owners representative or contractor, all work shall immediately cease. Times may vary upon written approval by the Association but never if work negatively affects others in the Building, such as, but not limited to, banging or use of the common areas. No weekend deliveries of Contractor's materials or work shall be performed with getting the prior written consent from Management.

No work is permitted on Sunday or National Holidays.

Specific work requirements affecting common elements such as drain downs, electric shutdown, tie-ins, fire watches, special elevator lifts, etc. must be scheduled and coordinated with the property manager. A minimum of 72 hours' notice to the building manager is required to notify all concerned parties.

If loud noises, such as, but not limited to, banging, or knocking can be heard by other occupants within the building, Management has the right to require the Unit owner where the noise is coming from, to immediately cease their work.

The following guidelines will be strictly enforced:

- Material and deliveries to the jobsite will be allowed between 7am and 9am. No construction work may be performed prior to 8am or after 6pm, unless approved in advance by Management; further, no power tool operation such as drilling, hammering, chiseling, scraping or any other activity which might be deemed a nuisance to other Owners or occupants in the Building may be performed between the hours of 9am and 9pm. All construction personnel must vacate the building no later than 7:00pm Monday through Friday and by 4pm Saturday unless plans are made with Association Management to work at other times. No Saturday deliveries of construction materials are permitted, and no work is permitted on Sunday or National Holidays without the express prior consent of Management.
 - Specific work requirements affecting common elements such as drain downs, electric shutdown, tie-ins, fire watches, special elevator lifts, etc. must be scheduled and coordinated with the Association. A minimum of 72 hours' notice to the Association is required in order to notify all concerned parties.
16. **ELEVATOR USE.** Elevator pads must be used when any equipment, tools, materials or furnishings are transported in the Building elevators. Use of elevators for delivery of construction materials must be arranged in advance with the Association. The Association may specify the times for such elevator use and either supervise the elevator use or provide Owner or Owner's contractor with an elevator key. The elevator key must be receipted for in writing, and the return of the key must be receipted for in writing by the Association. Upon return of the elevator key, the Association will inspect the elevator. Owner shall be responsible for any damage to the elevator (as well as to all other portions of the Condominium property) caused by delivery of construction materials.
17. **TRASH.** All construction debris or associated trash is to be removed by your Contractor on a daily basis from the property and not deposited in the community's trash system except as otherwise provided in these rules. No debris is to be left in public corridors or anywhere on the Property. The Association or Association's Representative may, at Association's discretion, promulgate a plan furnishing a cooperative container for which each job site (unit under construction) will pay a flat rate and pay such advance deposits as established by the Association in its sole discretion.
18. **MATERIALS.** No construction material is to be left out in any common area including public corridors, storage rooms, trash rooms, mechanical rooms, or janitorial rooms. All materials must be stocked within the confines of the unit in which they are to be used. The corridors and/or garage areas are not storage areas. Building Management will dispose of any materials found unattended in the common areas. The clean up and disposal cost will be charged to the offending party or Owner. Each Owner shall, by all means necessary, protect common area finishes from damage while moving materials or tools. All deliveries to the jobsite will enter through the service entrance designated by Association. There will be no deliveries through the main entry of the Building or any other areas of access to the Building or Property. Each Owner is responsible for all costs damages incurred by the Association due to a failure to contain or dispose of rubbish and/or building materials pursuant to these rules.
19. **HARD FLOORING.** Hard flooring (wood, marble, ceramic tile, etc.) requires a sound suppressant underlayment. Sound suppressant products installed as underlayment must provide a "sound transmission coefficient" of 52 or greater and an "impact insulation class" of 50 or greater. Owner

- must provide certification of sound suppressant installation. This certification should be submitted to the Association before beginning the flooring work.
20. ACCESS. Each unit owner must provide unit access to their own contractors. Registration of your contractor and all subcontractors with Association is required and will ensure access to the Building and floor on which the Unit is located.
 21. COMMON AREAS. It is strictly prohibited to alter or modify any exterior or common areas.
 22. SAFETY. Contractor shall institute, supervise, and administer a safety and accident prevention program for Contractor's own forces and ensure compliance with all occupational, safety, and health rules and regulations promulgated by local, state, or federal agencies by Contractor's own forces and all Vendors, Subcontractors and any other person entering the Property site.
 23. INDEMNIFICATION CLAUSE. Owner must provide the following indemnification to Association from Owner's contractor: **“Contractor shall indemnify and hold Association and all other Owners with portions with the Condominium Association (jointly called “indemnities”) harmless against and from any and all claims arising from the conduct, management, or performance of the work, including without limitations any and all claims arising from any condition of the work or arising from any breach or default on the part of the Contractor in the performance of any covenant or agreement on his part to be performed pursuant to the terms of this Agreement, or arising from any act of negligence of Contractor or any of its agents, servants, employees, Subcontractors, or licensees, or arising from any accident, injury, or damage whatsoever caused to any person, firm or corporation and from an and all costs, reasonable counsel fees, expenses, and liabilities incurred in or about any such claim, action, or proceeding brought thereon; and in case any action or proceeding be brought against indemnities, its employees, agents, or directors by reason of any such claim, Contractor, on notice from indemnities, shall defend against such action or proceeding by counsel satisfactory to indemnities, unless such action or proceeding is defended by counsel for any carrier of public liability insurance provided herein. This indemnification shall not be affected by a claim that negligence of indemnities, its employees, agents, or directors contributed in part to the loss or damage indemnified against.”**
 24. ADDITIONAL INDEMNIFICATION. Owner and Contractor shall indemnify and hold harmless the indemnities as defined above from the claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by Owner or by any Contractor, Subcontractor or by anyone directly or indirectly employed by any of them, or by everyone for whose acts any of them may be liable: Claims under worker's compensation, disability benefits, and other similar employee benefit acts which are applicable to the Work to be performed; Claims for damages because of bodily injury, occupational sickness or disease, or death of its employees under any applicable employer's liability law; Claims for damages because of bodily injury or death of any person other than its employees; Claims for damages insured by usual personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor or (ii) by any other person; and Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
 25. COMPLETE WORK. The Owner shall achieve substantial completion of the entire work of this contract in a timely manner. Owner shall supervise and direct all work using the best skill and attention. Owner shall be fully responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work.
 26. DISCIPLINE. Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
 27. CLEANLINES. The Contractor shall keep the Unit and surrounding area free from accumulation of waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials and leave Unit in broom clean condition. The Contractor hereby assumes entire responsibility and liability in and for any and all violations of all occupational health and safety standards of and under any Federal, State and local laws, regulations and codes, and for any and all damage or injury of any kind or nature whatever to all persons, whether employees or otherwise, and to all property, growing out of or resulting from, the execution of the Work provided for in this Contract or occurring in connection therewith, and agrees to indemnify and

save harmless Association, the indemnities as defined above and their agents, servants and employees from and against any and all loss, monetary fines or penalties, expense, including legal fees, court costs, administrative agency costs, and disbursements, damages or injury growing out of or resulting from or occurring in connection with the execution of the Work herein provided for or occurring in connection with, from or occurring in connection with the execution of the Work herein provided for or occurring in connection with or resulting from the use by the Contractor, its agents or employees, of any materials, tools, implements, appliances, scaffolding, ways, hoists, elevators, works or machinery, or other property owned, rented or borrowed by or assigned to indemnities, whether the same arise under the common law or the so called Workmen's Compensation Law (which may be in effect in the locality in which the Work is situated) or any Federal, State, municipal or local law or regulation, or otherwise. Any deviation from the above scope of work must be addressed in writing and will be executed only upon written Change order for same, signed by Owner/Seller and Contractor, and shall be incorporated in and become part of the contract documents. If there is any charge for such deviation, the additional charge will be added to the contract amount. All work shall be completed in a workmanlike manner in compliance with all applicable laws and building codes.

28. **ELECTRICITY.** Owner shall be responsible to provide any electrical power needed for the Work. Owner may use the Building's electrical power only upon making advance arrangements with Association and paying such fees as Association may charge (a deposit for an estimate of usage fees as determined by the Association may be collected from Owner in advance).
29. **INSURANCE LIMITS.** Owner's Contractor, and each subcontractor performing under Owner's Contractor, must obtain and keep in force throughout the course of its performance of Owner's Work the following insurance in the following minimum amounts:
 - i. Worker's Compensation insurance as required by law.
 - ii. Comprehensive general liability insurance and completed products liability insurance having a combined single limit amount of not less than One Million Dollars (\$1,000,000.00) in primary coverage and Two Million Dollars (\$2,000,000.00) in excess liability coverage for injury to one person in one accident, occurrence or casualty, or for injuries to more than one person in one accident, occurrence or casualty.
 - iii. Owner shall maintain builder's risk insurance with a deductible no greater than Ten Thousand Dollars (\$10,000.00), in the amount of the full replacement cost of Owner's Work.
 - iv. Employer's liability insurance in at least the amount of \$1 million.
 - v. Prior to commencing construction of Owner's Work, the Owner shall furnish to Association all certificates of such insurance, naming Association as additional insured in the general liability and excess liability policies.
 - vi. All such insurance required to be maintained and kept in force by Owner's Contractor shall be issued by and binding upon an insurance company rated in Best's Insurance Guide, or any successor thereto (or, if there be none, an organization having a national reputation) as having a general policyholder rating of "A-" and a financial rating of at least "X".
 - vii. Such insurance shall be effective from the date Owner's Contractor first enters the Unit for the purpose of performing Owner's Work.
30. **FIRE ALARM.** Fire alarm inspections are permitted only upon not less than 24 hours advance written notice to the Association and upon approval of Management so that occupants of the Building may be notified and their business operations are not unduly disturbed. An Owner will be permitted only one fire alarm inspection to be performed during normal business hours (7 am to 9 pm) during the Work Week the duration of which may not exceed one (1) hour. In the event any additional inspections are necessary, or in the event the day-time inspection is not concluded within one (1) hour, additional or extended inspections must be performed after 5 pm. Advance Management approval and notification is required for after hours inspections as well as day-time inspections. Owner is responsible for any expenses incurred in connection with fire alarm inspections, including fees for after hours inspections. Owner shall be responsible for all false alarm fees that may be incurred as a result or in connection with any Owner Work or testing within the Condominium Building. Furthermore, every time the fire department is called out to the

building and it is a false alarm, Owner shall pay a minimum charge of \$1,000 to the Association which shall be applied to any charges by the fire department or any other governmental agencies. It is the building policy that whoever is found responsible for the false alarm is responsible for the fee and all associated charges (if it is done in an owner's unit, the owner of that unit is responsible and not the visitor, contractor, or tenant).

31. DEPOSIT. The Association may require a compliance and damage deposit from every Owner intending to perform Owner Work. Unless otherwise determined by the Association that a larger deposit is required, the damage and compliance deposit shall be \$2,500.00 ("Deposit"). This deposit must be paid to the Association prior to the commencement of Owner Work. The Association may deny access to the Building to Owner and Owners contractors and take such other action as the Association deems necessary to prevent work from being performed until the deposit is received. All expenses, whether direct or indirect, incurred by the Association to enforce compliance with these rules or the provisions of the Declaration, and all costs incurred by the Association to repair damages to or cleaning, as reasonably determined by the Association, of Association property or the property of any other owners caused by or resulting from Owner Work, may be charged against, and deducted from the deposit. There will be a minimum charge of \$300 paid to the Association out of the Deposit as an administration fee. After completion of Owner Work, any remaining deposit will be refunded. Owner shall remain liable for any costs of compliance or the repair of any damages caused by Owner work more than the deposit.

Prior to commencing Owner Work, you will be required to provide the Management Company with a schedule of events for said work so that Management can make arrangement to have someone monitor the Owner Work. You as Owner and your Contractor will be responsible for all costs incurred by the Building or Association related to Owners Work including but not limited to supervision if any, trash removal, damage and costs related to after hour work. All related costs, including, but not limited to supervision by building maintenance personnel at a cost of \$ 20.00 dollars per hour, shall be applied to the Deposit at time of completion of the Owners Work. It will be the responsibility of the Owner to inform the Property Management when the work has been completed.

32. FINES. There shall be a fine of \$100.00 per day billed and immediately due by each Unit Owner to the Association for an Owner allowing work to be performed in the Building or within a Unit without advanced written authorization by the Association through the Associations management company. Work shall include, but is not limited to, construction, washing of cars, moving large items, installing phone or internet lines, servicing HVAC, electrical or plumbing systems within the Building.
33. PARKING. Contractors and construction employees have no special parking privileges at Plaza 57. All construction personnel parking in the Building are subject to all of the parking rules of the Condominium including the requirement to pay for use of the parking facilities. All parking spaces in the Service Area are reserved and are not to be used for construction personnel. No parking shall take place in the alley of the building or the service area during Business Hours, without the written consent of Management. The Building Management may, upon its sole discretion, establish special rates for construction personnel. Owners and contractors may contact the Building Management if they desire to make any such arrangements.

[SIGNATURES ON FOLLOWING PAGE]

Agreed to this _____ day of _____ 20_____

By: _____ Date: _____

OWNER

By: _____ Date: _____

CONTRACTOR

The plans as attached hereto prepared by _____ and dated

_____ 2019 are hereby approved by Plaza 57 Condo Association, Inc.

By: _____ Date: _____

Brandon Lurie, President

B. Lurie & Associates, Inc.

As Plaza 57 Condo Association Inc., Property Manager