

The Grande Phoenician at the Grande Preserve Condominium Association, Inc.

REMODELING YOUR UNIT

**A Guide for Unit Owners
and their Contractors**

***Application Procedures**

***Application Form**

***Terms and Conditions Governing
Remodeling and Repair**

Revised 2/23/2016

**Guide to Remodeling and Repair of Your Unit
at The Grande Phoenician at the Grande Preserve Condominium Association, Inc.**

Residents of The Grande Phoenician at the Grande Preserve Condominium Association, Inc. (the “Association”) are both individual and collective owners of this unique and highly valuable property in Naples, Florida. Remodeling and repairs of Units, especially on a major scale, has potential impact on both Common Elements of the Association and neighboring Units. This Guide explains the Association’s rules, policies and practices governing the remodeling and repair of Units.

The Board of Directors of the Association is required to approve alterations and additions to your Unit and Limited Common Elements per Section 11.5 of the Declaration of Condominium for The Grande Preserve at the Dunes, a Condominium (as amended from time to time, the “Declaration”). In addition, the Board of Directors is charged with ensuring that no alterations or additions to your Unit and/or Limited Common Elements will result in an unreasonable disturbance or nuisance to the other residents of the building per Section 12.4 of the Declaration.

An Application for Remodeling can be submitted at any time. All Applications must include all supporting documents as requested below, including a list of contractors and their current insurance and license information. Incomplete Applications will be returned to the submitting Owner and will not be considered or approved by the Association.

The following alterations and additions do not require an Application and/or approval by the Association and may be completed at any time: (1) removal and replacement of appliances; (2) removal and delivery of furniture and other home furnishings; (3) removal and installation of window curtains and draperies (4) routine maintenance; (5) emergency repairs (*i.e.*, water leaks, minor plumbing and electrical work) and (6) any project not exceeding ten (10) business days to complete.

ALL MAJOR REMODELING WORK MUST BE ACCOMPLISHED DURING THE OFF-SEASON, FROM APRIL 1 - DECEMBER 1. NO MAJOR REMODELING PROJECT WILL BE APPROVED BY THE ASSOCIATION UNLESS THE ASSOCIATION IS SATISFIED THAT THE MAJOR REMODELING WORK CAN BE COMPLETED WITHIN THE TIME PERIOD OF APRIL 1 – DECEMBER 1, EXCEPT IF THE EXCLUSIONS IN THE PRECEDING PARAGRAPH APPLY.

Major Remodeling shall include any work involving removal and/or installation of tile, wood or other hard flooring; structural changes to the Unit; removal and installation of walls; substantial mechanical, electrical and/or plumbing modifications; removal and installation of sliding glass doors; penetrations in concrete walls, ceiling and/or floors; kitchen and bath renovations; any work that includes the use of equipment emitting loud noises or the use of solvents which emit strong odors, and any other work deemed by the Board of Directors of the Association to be major, such decision by the Board of Directors to be based on the extent of the noise, strong odors, dust, dirt, worker traffic or other interference or inconvenience likely to be caused by the work to the other residents in the building, which decision shall be final.

Minor Remodeling shall include removal and installation of carpet; change in wall paint or wall coverings; removal and installation of window shutters and blinds; removal and installation of countertops; minor carpentry work (trim work); and any other work deemed by the Board of Directors of the Association to be minor, such decision by the Board of Directors to be

based on the extent of the noise, strong odors, dust, dirt, worker traffic or other interference or inconvenience likely to be caused by the work to the other residents in the building, which decision shall be final.

Doors, Shutters, and Windows: All entry door installations must comply with the 90 minute minimum fire rating. All storm shutter installations require an application and an x-ray prior to installation to ensure structural integrity of the building. All new window installations must conform to the building standards. Please contact Dunes maintenance prior to completing this type of modification to your unit.

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Application Procedures for Remodeling
(The Grande Phoenician at the Grande Preserve Condominium Association, Inc.)

Steps to Remodeling and Renovation

1. Owner obtains a copy of the Association's Application for Remodeling from the Grande Preserve Concierge.

2. Owner submits a **complete** Application to the Association at Grande Preserve Concierge, including remodeling plans, detailed drawings, material list and all other relevant information regarding the renovation work. **NOTE: For Major Remodeling, the Association may require an independent professional review of your drawings and plans and inspection of the work. The cost for the review and the inspections will be billed to you, and you are responsible for payment of the same as a pre-condition to the Association's approval of your Application.**

3. If requested by the Association, you and your contractor(s) will be required to meet in person with the Association and the Association's professionals to discuss the Application, the proposed work and the time frame for completion of the work.

4. The Board of Directors of the Association will vote to approve, disapprove or seek more information about your Application. The decision of the Board of Directors concerning your application will be submitted to you in writing. Approval may be conditioned on payment of additional review and inspection fees in the case of Major Remodeling, among other conditions. In the event of requests for more information or denial of your Application, reasons will be stated so that you can consider changes that may allow later approval. **NOTE: The Association's approval of your Application, is and when given, means only that your Application is acceptable with respect to procedures, standards and terms of the Association and reasonably depicts the work to be performed. You acknowledge and agree that, with respect to your Application, the Association's review is limited to only those two aspects, conformity to the Association's procedures, standards and terms and reasonably depicts the work to be performed. The Association's approval of your Application shall not constitute an acknowledgment that the approved work is feasible, functional or compliant with all laws, rules, codes, permits, regulations, authorizations and approvals of governmental agencies, and you are solely responsible for confirmation of the same, including corrections in the work required by any governmental agency with jurisdiction over the same.**

5. After approval of your Application, but prior to the start of work, you or your contractor must provide the Association with the following: (a) copies of the City of Naples' permits for the approved work, and (b) a complete list of contractor's employees and agents who will be working on the property. **Your contractors will not be permitted on the property and your contractors cannot start the approved work until the Association has received copies of the City of Naples' permits for the approved work and a complete list of contractor's employees and agents who will be working on the property.**

6. **Prior to initiating a Major construction project the association recommends the owner contact their immediate neighbors to let them know about the project.**

7. Upon completion of the work, you are responsible for informing the Association that the work has been completed. The Association will conduct an inspection of the surrounding Common Elements to confirm that there is no damage caused by, or resulting from, the performance of the work. If the Association's inspections reveals damage to the Common Elements, then the amount of repair will be invoiced to the unit owner.

IMPORTANT NOTE: ALL MAJOR REMODELING WORK MUST BE ACCOMPLISHED DURING THE OFF-SEASON, FROM APRIL 1 - DECEMBER 1. NO MAJOR REMODELING PROJECT WILL BE APPROVED BY THE ASSOCIATION UNLESS THE ASSOCIATION IS SATISFIED THAT THE MAJOR REMODELING WORK CAN BE COMPLETED WITHIN THE TIME PERIOD OF APRIL 1 – DECEMBER 1, EXCEPT IF THE EXCLUSIONS LISTED IN PARAGRAPH 4, PAGE 2 APPLY.

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Application for Remodeling
(The Grande Phoenician at the Grande Preserve Condominium Association, Inc.)

Unit Owner(s) _____

Unit Number _____; **Floor#** _____

Address (if different than Unit Number) _____

Phone Number _____; **Mobile Phone Number** _____

Email _____

Date of Application _____

The above Unit Owner(s) requests that The Grande Phoenician at the Grande Preserve Condominium Association, Inc. (the "Association") approve the remodeling or renovation of my/our Unit in accordance with the Association's governing documents, rules, requirements and conditions. The following checked items, detailed explanation of work and materials, and the other requested plans and drawings, documents, agreements and certificates, represent the extent of my/our request:

1. **Scope of Work.**

(a) Check either (or if applicable, both) Major Remodeling or Minor Remodeling and all subcategories as applicable:

____ Major Remodeling (check as many as appropriate):

Describe in Detail: _____

***No modifications or intrusions of the fire regulated walls between the units or the roof of the building is permitted.**

NOTE: Major Remodeling may require independent professional review of your drawings and plans and inspection of the work. The cost for the review and the inspections will be billed to you, and you are responsible for payment of the same as a pre-condition to the Association's approval of your Application.

____ Minor Remodeling (check as many as appropriate):

Describe in Detail: _____

FOR INSTALLATION OF HARD FLOORING – Sound Control Specifications – Proflex RCU 250 underlayment is required beneath all hard surface flooring. Please submit the completed Sound Control Specifications form with your completed Application to avoid delays or rejection of your Application.

FOR REPLACEMENT OF SLIDING GLASS DOORS – Please submit the completed Hurricane Shutter or Sliding Glass Enclosure Door form to with your completed Application to avoid delays or rejection of your Application.

(b) Please indicate time frame for completion of work (including proposed start and completion dates): _____

NOTE: ALL MAJOR REMODELING WORK MUST BE ACCOMPLISHED DURING THE OFF-SEASON, FROM APRIL 1 - DECEMBER 1. NO MAJOR REMODELING PROJECT WILL BE APPROVED BY THE ASSOCIATION UNLESS THE ASSOCIATION IS SATISFIED THAT THE MAJOR REMODELING WORK CAN BE COMPLETED WITHIN THE TIME PERIOD OF APRIL 1 – DECEMBER 1, EXCEPT IF THE EXCLUSIONS LISTED IN PARAGRAPH 4, PAGE 2 APPLY.

2. **Required Professional Plans and Specifications.**

For Major Remodeling, please submit a complete set plans and drawings with architectural, structural, mechanical, plumbing and electrical detail, as applicable, with your completed Application to avoid delays or rejection of your Application.

3. **Required Contractor Information.**

Please list primary contractor(s) performing the work in the Unit (use separate pieces of paper as necessary):

Name and Address of Contractor	Supervisor Name & Phone Number	Type of Work To Be Performed	Contractor License No.
1.			
2.			
3.			
4.			

***Please indicate additional information & contractors on the reverse side of this page. ***

NOTE: Prior to commencing work, all contractors must provide the Association with a complete list of all of its employees and agents who will be working on the property.

4. **Required Contractor Insurance Information and Certificates.**

At the time of commencement of the work and continuing through the completion thereof, your contractors and their subcontractors shall carry the following required minimum insurance coverages and limits of liability:

(a) Workmen's Compensation and Employer's Liability Insurance with limits as required by state law and any insurance required by any employee benefit acts or other statutes applicable where the work is to be performed as will protect your contractors and their subcontractors from any and all liability under the aforementioned acts.

(b) Commercial General Liability Insurance (including Contractor's Protection Liability) in an amount not less than One Million Dollars (\$1,000,000) per occurrence whether involving personal injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of Two Million Dollars (\$2,000,000). Such insurance shall provide for explosion and collapse coverage and contractual liability and indemnification coverage and shall insure your contractors and subcontractors against any and all claims for personal injury, including death resulting therefrom and damage to the property of others and arising from operations under the contract and whether such operations are performed by your contractors, any of their subcontractors, or by anyone directly employed by any of them.

(c) Comprehensive Automobile Liability Insurance, including the ownership, maintenance and operation of any automotive equipment owned, hired, and non-owned in the following minimum amounts:

- Bodily injury each occurrence- \$1,000,000 & Property damage liability- \$1,000,000.

The Comprehensive Automobile Liability Insurance shall insure your contractors and their subcontractors against any and all claims for bodily injury, including death resulting therefrom and damage to the property of others arising from its operations under the contract and whether such operations are performed by your contractors, any of their subcontractors, or by any one directly or indirectly employed by any of them.

All required insurance shall name **THE GRAND PHOENICIAN AT THE GRANDE PRESERVE CONDOMINIUM ASSOCIATION, INC.** as additional insured, and anyone else designated by the Association as additional insured, as its interests may appear. Certificates of Insurance shall provide that no change or cancellation of such insurance coverage shall be undertaken without thirty (30) days written notice to the Association.

Please submit copies of certificates of insurance from each of your contractors listed in Section 4 above with your completed Application to avoid delays or rejection of your Application.

5. **Required Acknowledgements and Indemnification Agreement.**

The Owner acknowledges and agrees that it is responsible for obtaining all permits and licenses required in connection with the proposed work.

The Owner agrees to cause its contractors and their subcontractors performing the work to strictly adhere to the Association's Contractor Requirements. The Owner acknowledges that it has read the Association's Contractor Requirement. The Owner further acknowledges that Owner's contractors and their subcontractor have read the Association's Contractor Requirements, and that Owner shall be responsible for ensuring strict compliance with the same.

The Owner hereby agrees to indemnify, defend and hold-harmless the Association and its members, directors, officers, employees, agents, insurers, successors and assigns from and against any and all obligations, claims, losses, liens, liabilities, expenses, damages, attorneys' fees, including damage and loss to the Common Elements, the building and the other units in the building, resulting from, arising out of, or related to construction of (or failure to construct) the work contemplated by this Application submitted by the Owner and/or the negligence or intentional misconduct of the submitting Owner or any Owner's contractor or subcontractor.

PLEASE MAKE SURE THAT YOU COMPLETE ALL APPLICABLE SECTIONS OF THE APPLICATION. SUBMIT THE COMPLETED APPLICATION TOGETHER WITH ALL OF THE REQUIRED SUBMITTALS AS APPLICABLE TO YOUR APPLICATION (e.g., plans and drawings, certificates of insurance, etc.). INCOMPLETE APPLICATIONS WILL BE RETURNED TO YOU AND WILL NOT BE CONSIDERED BY THE ASSOCIATION.

Submitted by:

(Signature of Owner and Title, if applicable)

Print Name:

(Signature of Owner and Title, if applicable)

Print Name:

FOR ASSOCIATION USE ONLY

Application Received on _____

- _____ plans/drawings w/ architectural, structural, mechanical, plumbing, electrical detail, as applicable.
- _____ Sound Control Specifications form, if applicable
- _____ Hurricane Shutter or Sliding Glass Enclosure Door form, if applicable
- _____ Insurance Certificates

_____ Application Approved. Date of Approval _____

Conditions to Approval: _____

_____ Application Rejected. Date of Rejection _____

Reason for Rejection: _____

CONTRACTOR REQUIREMENTS

(The Grande Phoenician at the Grande Preserve Condominium Association, Inc.)

All contractors, subcontractors and material providers performing remodeling or repair work to a Unit at The Grande Phoenician at the Grande Preserve Condominium Association, Inc. (the "Association") are subject to the following requirements:

A. **General Requirements.** Contractor shall submit to the Association's representative upon arrival at the property (gate house) the following items. Contractor shall not be permitted to enter onto the property and/or commence work unless the Association is in receipt of said items.

1. Copy of the Association's approval for the work at the Unit to be performed by the contractor.

2. Name, address and telephone number of contractor, with name and telephone number of contractor's on-site superintendent.

3. List of all contractor's subcontractors' names, addresses and phone numbers that will be requesting entry onto the property for purposes of completion of the work.

4. Copy of permit issued by the applicable municipality for the work.

5. This Contractor's Requirement form signed by the contractor and each of its subcontractors that will be requesting entry onto the property for purposes of completion of the work.

B. **Work Rules and Restrictions**

1. Work Hours:

(a) Work week is Monday thru Friday 8:00 a.m. – 4:30 p.m.

Saturday: 8:00 a.m. – 1:00 p.m.

(b) Arrive at 8:00 A.M.

(c) Stop work at 4:00 P.M.; Off Property by 4:30 P.M.

Saturday- stop work at 12:30 p.m.; off property by 1:00 p.m.

(d) No work on Sunday or Federal or State Holidays.

ALL MAJOR REMODELING WORK MUST BE ACCOMPLISHED DURING THE OFF-SEASON, FROM APRIL 1 - DECEMBER 1. NO MAJOR REMODELING PROJECT WILL BE APPROVED BY THE ASSOCIATION UNLESS THE ASSOCIATION IS SATISFIED THAT THE MAJOR REMODELING WORK CAN BE COMPLETED WITHIN THE TIME PERIOD OF APRIL 1 – DECEMBER 1, EXCEPT IF THE EXCLUSIONS LISTED IN PARAGRAPH 4, PAGE 2 APPLY.

2. Contractor and subcontractors shall use building's garage lower entrance to ENTER and EXIT building.

3. Contractor and subcontractors shall check with maintenance staff for parking arrangements.
4. Contractor and subcontractors must use service elevator ONLY.
5. Contractor shall be responsible for protecting all Common Elements at ALL times during performance of the work. Floor protection in the common areas and hallways must be protected by heavy poly plastic sheeting or other comparable materials to ensure no damage to the flooring. All such protective sheeting must be removed at the end of each work day. At damage to the Common Elements caused by, or resulting from, the work shall be the sole responsibility of the Owner and his/her contractor and subcontractors.
6. Contractor and subcontractors shall clean-up daily. Contractor and subcontractors are not permitted to use the building's trash chutes and/or dumpsters. All construction trash and debris must be removed from the property daily. **If you need a dumpster – ask the Association's representative with assistance in designating a location on property for the dumpster.** If a dumpster is being used, contractor shall keep dumpster area clean and free of debris. Contractor shall have the dumpsters emptied periodically to avoid overflow. Contractor will empty dumpsters within 24 hours of request of the Association.
7. All unit exterior doors, windows and sliding doors are to remain closed at all times during construction. Contractors and subcontractors are prohibited from propping open the building's common area exterior doors or windows.
8. All tools, equipment and materials must be stored inside the unit. The Association is not responsible for providing any secured storage areas.
9. All work must be performed inside the unit. Contractors and subcontractors are not permitted to store, cut, assemble or otherwise perform any work in the common areas of the building.
10. Contractor and subcontractors shall not possess alcohol, drugs or firearms on the property. Smoking is prohibited in all building common areas, including stairways, hallways, and parking areas/garage. Smoking on property is restricted to certain designated areas. The use of profanity, catcalls, racial, gender or similar slurs by workmen of contractor or any subcontractor shall not be tolerated. The Association shall have the right after notice and failure to observe these rules on the part of contractor or any subcontractor to summarily eject the offending person from the property and the work site without liability to any person, including the Owner.
11. No contractor or subcontractor signage is allowed anywhere on the property.
12. Contractor shall not, and shall not permit its subcontractors, to perform any work or make any improvements in the Unit that do not conform to the work approved by the Association. The Association has the right to stop any non-approved work without liability to any person, including the Owner.
13. Contractor and its subcontractors are prohibited from using the building common utilities (*i.e.*, water, electric, etc.) in connection with the work. Contractor and its subcontractors must use the Unit's utilities in connection with the work.
14. No modifications or intrusions of the fire regulated walls between Units or the roof of the building is permitted.

15. Contractor is responsible for providing forced ventilation to the exterior of the building by using fans, blowers, etc. when using odor producing materials in connection with the work (*i.e.*, oil based paint, solvents, mastics, etc.).

16. If contractor or any subcontractor requires access to the building roof in connection with performance of the work, the contractor must coordinate access not less than 24 hours in advance with the Association.

17. Contractor and its subcontractors shall not tamper with, modify or otherwise interfere with any fire protection system in the unit or building. Contractor and subcontractors are responsible for covering/protecting (and uncovering them daily) all first sprinkler head and smoke detectors in the unit during construction. If the building's fire protection system is triggered as a result of the work, then the contractor is responsible for all costs, penalties and fines from the responding fire district resulting therefrom.

18. No hazardous materials or products in violation of applicable environmental laws shall be brought upon the property or used in the work by Contractor or any subcontractor.

Acknowledge and Accepted:

Contractor Name

By: _____

Print Name: _____

Title: _____

Date: _____