## Xanadu Condominium Association Rev 5 10/5/24 Contractor QUICK REFERENCE

The Property Manager has full authority to prohibit any equipment, tool or device that may cause structural damage, intolerable noise or nuisance, either prior to or during the actual work.

**Hours:** All work shall be performed between the hours of 9:00AM through 5:00 PM Monday through Friday, including delivery of materials and cleanup, and <u>no work is allowed</u> on Saturdays, Sundays or holidays.

**Parking:** Contractor parking is in the south parking spaces identified by signs. Parking in resident or guest designated spaces is not permitted;

**Access/Security:** Exterior building doors shall not be propped open. Owners are responsible for contractor and vendor access. Short term Fobs can be purchased from the office. No Construction Traffic and No Materials Delivery are permitted through front entrance SIDE DOOR MUST BE USED. Only the service elevator is to be used for materials supplies and debris movement. Vendors and contractors will check in directly at the management office, DAILY.

**Strictly Prohibited Work:** The use of air powered jackhammers or air powered chipping hammers, or concrete chipping and/or coring is strictly prohibited. Channeling of the ceiling or concrete floors is not permitted. **Cutting of concrete is strictly prohibited.** 

# Contratista REFERENCIA RÁPIDA

El Administrador de la propiedad tiene plena autoridad para prohibir cualquier equipo, herramienta o dispositivo que pueda causar daños estructurales, ruidos intolerables o molestias, ya sea antes o durante el trabajo real.

**Horario:** Todo el trabajo se realizará entre las 9:00 a. m. y las 5:00 p. m. de lunes a viernes, incluida la entrega de materiales y la limpieza, y <u>no se permite</u> trabajar los sábados, domingos ni feriados.

**Estacionamiento**: El estacionamiento para contratistas se encuentra en los espacios de estacionamiento sur identificados por carteles. No se permite estacionar en espacios designados para residentes o invitados;

**Acceso/Seguridad:** Las puertas exteriores del edificio no deberán mantenerse abiertas. Los propietarios son responsables del acceso de contratistas y proveedores. Los Fobs de corto plazo se pueden comprar en la oficina. No se permite el tráfico de construcción ni la entrega de materiales a través de la entrada principal. SE DEBE UTILIZAR LA PUERTA LATERAL. Sólo el elevador de servicio debe usarse para suministros de materiales y movimiento de escombros. Los proveedores y contratistas se registrarán directamente en la oficina de administración, DIARIO.

**Trabajo estrictamente prohibido:** Está estrictamente prohibido el uso de martillos neumáticos o martillos cinceladores neumáticos, o de trituración y/o extracción de muestras de concreto. No se permite cortar el techo ni los pisos de concreto. Está estrictamente prohibido cortar hormigón.

# Xanadu Condominium AssociationRev 5 10/5/24CONTRACTOR GUIDELINES, RULES, POLICIES AND PROCEDURES

## **OVERVIEW**

While the Board of Directors recognizes the desire of an Owner to make their unit conform to their own personal requirements, the Association must balance that desire with the rights of all Owners and those of the Association. The following is an *addendum* to the condominium Declaration and Rules and Regulations, which specific rules for contractors and vendors engaged by unit owners, and are intended to protect the safety and comfort of all residents and to preserve and protect the common elements of the building.

Any Owner and/or Tenant (referred to herein as, and includes, 'Owner', 'Tenant' or 'Resident') who desires to remodel a unit must comply with these guidelines and furnish a copy of these guidelines to any architect, designer, Contractor, vendor, handyman and/or tradesperson (hereinafter referred to as 'Contractor') who plans to perform any work whatsoever at Xanadu (also 'Association'). The Property Manager (also referred to as 'Manager' or 'Management') acting on behalf of the Board of Directors (also referred to as 'BOD') or the Board must approve all work in advance. There shall be absolutely no work without a 'Notice of Approval' issued by the Association.

Tenants must have written permission from the Unit Owner prior to performing any work in the unit regardless of the scope of work.

The unit Owner and Contractor are both fully responsible for compliance with all Contractor Guidelines. It is the unit Owner's responsibility to provide a copy of these Contractor Guidelines to every Contractor, and the Contractor must instruct his employees and subcontractors about these rules and guidelines and always enforce compliance with these rules. All Owners, Tenants, Contractors and Subcontractors shall fully agree to all terms and conditions herein, and sign the acknowledgement contained herein.

Prior to beginning any work -construction, renovations and significant repairs (beyond simple 'redecoration' type work -painting, wallpaper, etc.), the unit Owner must complete and submit the Xanadu Condominium Construction/Renovation Approval Request Form. (ATTACHED TO THIS DOCUMENT)

Owner will notify Management and provide a detailed written proposal or plan describing the scope of work to be performed, including the location and extent of any walls or structural elements to be affected. The Owner's Contractor must **submit a detailed DRAWING** of construction work planned and schedule prior to commencement of the work. The schedule should indicate the start date of construction, duration of project and anticipated construction completion date.

All construction/renovation work by a registered architect and/or engineer (if applicable to the project), and/or a licensed Contractor, and must state that all work shall be performed in accordance with the State of Florida, the City of Cocoa Beach Building Codes, the Declaration of Condominium, By-laws and Rules of the Condominium Association, all applicable local Ordinances, and these Contractor Guidelines.

Only licensed and bonded Contractors will be approved to perform work requested.

Questions and concerns may be directed to the Xanadu Property Manager: **Karen Davis** [321-784-2692] <u>Admin@xanaducb.com</u>

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# **Contractor - Vendor Rules**

## 1. Pre-construction

Before Approval for any unit project is issued by management, the unit owner, contractor or project manager must present a completed Construction Renovation form to the Property Manager. The request will be reviewed by at least one BOD member and additional information or clarifications may be required prior to approval to proceed. It is strongly recommended that all owners review the <u>Xanadu Declaration and Rules and Regulations</u> with their contractors BEFORE signing agreements. Project authorization will be issued if the Contractor or vendor meets and/or exceeds all requirements stated herein. Management may provide the building plans (if readily available) for review upon the unit Owner's/Contractor's/ Vendor's request. Plans may not be removed from the building office. Contractors **must file a Notice of Commencement** with the proper government agency, if required, prior to performing any work.

## 2. Contractor-Vendor Requirements

No vendors or contractors are authorized to perform work in any common area, unit or building, without first checking in to the Xanadu management office. Abuse by vendors or contractors may result in a ban from common areas of the property. All vendors and contractors must provide verification of their License, Certificate of Insurance, and Workman's Comp or Workman's Comp exemption letter to the Xanadu Property Manager before engaging in any work on the premises.

Vendors and contractors will **check in** directly at the management office, **DAILY**, before performing any work. Any vendor(s) not coming directly to the office after arriving will be asked to leave the property.

### 3. Hours

All work shall be performed between the hours of 9:00AM through 5:00 PM Monday through Friday, including delivery of materials and cleanup, and no work is allowed on Saturdays, Sundays or holidays.

In an emergency only, and only upon Management approval, Management has the discretion to allow work to be performed outside of the above-stated days and times as deemed necessary. Emergencies shall only consist of active leaks, large-scale electrical failures, refrigeration or complete HVAC failures.

## 4. Permits

Either the unit Owner and/or Contractor shall arrange to obtain all necessary permits and/or licenses, in addition to local business tax receipt(s), before commencing any work. All Contractors must be insured, bonded, and licensed by the State of Florida and also provide proof thereof to the Manager prior to approval of any work being performed including providing a current copy of the contractor's certificate of insurance (see below).

**NOTE**: Permission obtained from Xanadu Condo Association is separate from the municipal permits that may be required to undertake the renovation.

### 5. Insurance / Requirements

The unit Owner and/or all contractors and service providers (including subcontractors) must provide Management with Contractors License Number, a Certificate of Insurance for Workers Compensation or an exemption letter, General Liability and Umbrella coverage from either a homeowner's insurance carrier if the owner is performing the work, or the Contractor's insurance carrier, naming the Condominium Association as an additional insured party to the policy BEFORE engaging in any work on the premises.

The insurance coverage must be current, be provided by a company licensed by the State of Florida and provide a minimum amount of coverage of One Million (\$1,000,000.00) dollars.

Insurance certificates submitted by any Contractor shall have proof of liability insurance in addition to workman's compensation coverage.

#### 6. Fees/Deposits

#### **Renovation Deposit:**

Small scale Renovation – construction project – limited to 1-2 activities in one room or a simple, single activity in multiple rooms: \$250 (3-week maximum duration)

Medium scale Renovation – construction project: 2+ activities (nonstructural) in multiple rooms: \$350 (5-week maximum duration)

Large scale Renovation – construction project: anything structural or 2+ rooms with multiple activities (e.g. full bathroom or kitchen renovation): \$500 (12-week maximum duration)

Deposits must be submitted in the form of a money order or check.

*Duration exception* – Projects expecting to last 12 weeks or more requires a deposit of \$1000.

ReClassification of scale is at discretion of Property Manager or Board of Directors.

Upon completion of project and notification in writing to Property Manager, **all** (unforfeited) **deposits will be returned** if: renovation policies have been followed in good faith; No damages have occurred in common areas due to renovation/construction related activities; and local **building permits have been closed**).

**Deposit Forfeiture:** Should a project exceed the original scale timeline by more than 2 weeks, the deposit check will be cashed and 75 % of it will be forfeited. The project request may also be reviewed should project exceed stated timeline.

#### FEEs

Any, legal, engineering or government administrative fees incurred by the Association as a result of the unit Owner's remodeling project shall be charged to, and immediately reimbursed by the unit Owner.

## 7. Common Area Protection

The unit Owner and Contractor are fully responsible for any damage to the common property elements or other association property.

The Contractor shall provide Hallway and/or common area floor and/or wall protection (to be placed each day and removed at the end of the day) where materials will be transported via

cart, pallet or skid. Drop cloths or 'walk off' mats in the unit should be uses to prevent tracking dirt into the common areas. Floor protection of any sort shall NOT have any adhesive or tape backing, as it will cause damage to the floor coating. The doors to the unit must remain closed while work is in progress.

Any damage to the building or common areas by a contractor will be charged to the unit Owner that engaged the Contractor. A second offense will lead to immediate removal of the Contractor from the premises and a fine implemented against the unit Owner.

### 8. Conduct

Contractors and their employees must be respectful of all Employees, unit Owners and their guests at all times. The unit Owner is responsible for all actions of the unit Owner's Contractors, employees, agents, guests, and visitors. No loud, abusive, or offensive language or actions will be permitted. Playing of music or radios that can be heard outside of the unit is not permitted. Inappropriate attire including, but not limited to being shirtless or clothing with offensive messages will not be permitted. Smoking is strictly prohibited inside the building and in all common areas. All Contractor personnel, equipment, material and debris must be transported via the **service elevator only** 

## 9. Strictly Prohibited Work

The use of air powered jackhammers or air powered chipping hammers, or concrete chipping and/or coring is strictly prohibited. Channeling of the ceiling or concrete floors is not permitted. Cutting of concrete is strictly prohibited. Use of ELECTRIC chipping hammers/hammer drills for tile removal requires advance notice.

Any combustible materials placed above a finished ceiling, or in any other concealed spaces are strictly prohibited. There shall be no modifications or intrusions of the fire regulated doors, fire 'stops' or walls between units.

Any work that will affect the appearance or use of the building, common element(s), unit or work that will diminish the strength of the structure of the building, the common elements, or any of the building's utility or life safety systems is strictly prohibited.

## 10. Parking

Contractor parking is available in the south parking spaces (clearly identified by signs). Parking in resident or guest designated spaces is not permitted and violators will be told to move vehicles. Repeat offenders may be towed. Contractors <u>bringing a trailer onsite</u> for any purpose must obtain advance permission from the Property Manager and place/park it only in an area designated by the Property Manager. *(see attached drawing/map for authorized areas)* 

### **11. Deliveries**

Deliveries are only authorized between the hours of 9 AM to 5 PM, Monday through Friday. With advance approval, Saturday deliveries of small amts (5 pieces) of appliances or furniture can be accommodated from 9 AM to 3 PM. NO SUNDAY OR HOLIDAY DELIVERIES ARE PERMITTED except in an emergency and as approved by the Manager. The Association will not make deliveries to the unit and will not supervise workers in the absence of the Owner. Scheduling deliveries of Contractor large equipment or large quantities of material must be coordinated with the Property Manager a minimum of 48 hours in advance of delivery.

Arrangements for the delivery of oversized materials must be made through the Contractor at the unit Owner's expense. The elevator(s) has a LIMITED opening; door width 78", depth 64" and height 106", weight capacity 2,500 lbs. The loading area located at the front of the building, adjacent to the parking lot is limited to loading and unloading by residents only. Loading and/or unloading by Contractors in this area is prohibited unless previously authorized by Management.

Parking or blocking vehicle movement in the loading area is prohibited. Materials may not be stored in the loading areas, the service areas, hallways, or any common element. No unloading or loading of bulk materials except at the specific elevator access area (Check with Management for the locations and for the assignment of the area) are permitted.

The unit Owner must notify the Property Manager who will authorize entry of the workers into the building each day the work is to be performed. The Property Manager shall NOT provide the Contractor with access to the unit if the Owner will not be present. The Property Manager is required to have a key release authorization in writing from the owner in order to release a key to a Contractor or Service person to access the unit. Lost or unreturned keys will be the responsibility of the unit owner and must be replaced. The Contractor may be given the Owner's key FOB by the Owner or Tenant, but still must check in DAILY with the Property Manager. One 'contractor fob' (active for duration of the project) can be purchased by the unit owner for contractor access, if so desired.

### 12. Debris

The unit Owner and/or Contractor is responsible for seeing to the removal of all construction debris. No construction debris may be left in any trash rooms, elevator alcoves, or placed down the garbage chute. Disposal of construction debris is not permitted in the building dumpsters. If construction debris is found in the building trash chute, the unit Owner will be billed for the trash removal at a rate of not less than \$150.00 per incident. Trash removal will be billed at the actual cost if over \$150.00.

A contractor performing major renovations is responsible for removal and disposal of all construction debris, furnishings, carpeting, furniture, appliances, etc. If the contractor does not remove it, the unit owner that hired the contractor will be held responsible. If contractors or owners are transporting trash/waste material thru the common interior areas, flooring and wall protection is required to prevent damage, unnecessary wear and staining to common interior area flooring.

If a contractor is using **a trash trailer or roll-off container** that will stay onsite, Advance permission and scheduling must be obtained through the Property Management office and a separate/additional (refundable) deposit will be required. Surface protection (plywood or planking) is mandatory prior to placement of any roll-off container on parking area surface. Failure to follow all steps listed will result in the ejection of the trash container, forfeiture of renovation deposit, trash container deposit, and possible revocation/denial of construction request approval.

Dumpsters, trailers, containers are limited to 9 ½ feet wide and 20 feet long.

Onsite Trash container (dumpster/trailer/etc.) deposits: Small trailer / container: \$150 Large container/ dumpster: \$250

Unit Owner is required to add signage to any onsite dumpster or trash containers identifying it as a "Construction debris dumpster - NOT FOR RESIDENT USE".

Onsite trash container time limits coincide with project size time limits. Dumpsters and trailers may not be left in excess of time allowed for the actual project, or deposit will be forfeited. Upon completion of project and notification in writing to Property Manager, trash container deposit will be returned if: renovation policies have been followed in good faith; No damages have occurred as a result of placement of removal of trash container.

## 13. Flammable Materials

Volatile or flammable materials must be enclosed in an unbreakable and safe container. Welding or cutting torches are **not permitted**. All Contractors, residents, and other parties on the premises are not permitted to smoke during the use of any flammable material. Any hazardous materials and flammable materials must be removed from the unit premises each day.

## 14. Hoisting-Crane use

Any hoisting of materials to a unit or otherwise must be scheduled and coordinated with the Manager/Association a <u>minimum of 48 hours prior to the time needed for the</u> <u>deliveries</u>. Equipment/Crane specifications (type, size, weight, parking requirements) and material weight must be provided to the Property Manager for approval and vehicles, equipment, and materials deemed to be in excess of the driving/parking area surface weight limits will be rejected.(

Pavement protection pads are REQUIRED for ALL heavy equipment using stabilizers/outriggers. All material to be hoisted must be delivered to a designated loading area and moved to the work or hoisting area immediately. Material may not be left or stored at the loading area, block or limit the use of the common areas or the building facility, ingress and egress in any way. Parking or blocking of the roadways leading to the loading area is subject to immediate towing, booting or removal at the Contractor's expense. Crane operations must be licensed, hoist areas blocked off with safety cones and adequate safety personnel must be provided on the ground and at the lift destination.

## 15. Drilling, Cutting, Tools

Absolutely no drilling, nailing, or screwing is permitted in the concrete ceilings, walls or floors which might interference with embedded structural rebar. Damages to any reinforcement material can create a safety issue and could expose the Owner to serious liability claims. (See below).

The Owner and Contractor agree to undertake all due diligence measures to verify that all penetrating connectors and fasteners do not interfere with reinforcing steel, piping, conduit, or other service items embedded in concrete elements of the building structure. The location of any concrete fastener penetrating more than 3/4" into the floor shall first be verified by the contractor, architect or engineer contracted to the project. The drilling of a 1/8" diameter pilot hole is required prior to drilling at depths of more than 3/4". Any obstruction encountered will require relocation of the fastener or connector. Concrete penetration materials utilized based on approved construction practices must be used so as to minimize any penetration while adhering to current building/construction codes. (Hilti/Powers/Powder 'shots' for fasteners into concrete are not permitted).

No cutting is permitted on balconies (under certain circumstances this may be waived by management if appropriate safeguards are in place) or in the common elements. No water saws may be operated anywhere inside the building and no power tools may be operated on balconies by contractors.

The Property Manager has full authority to prohibit any equipment, tool or device that may cause structural damage, intolerable noise or nuisance, either prior to or during the actual work.

All tools, materials and equipment must remain within the unit or removed from the premises daily and may not be stored in any of the common areas.

Employees of the Condominium Association may not loan out any tools or equipment, nor are Employees of the Condominium Association allowed to assist in any work performed inside the unit. (This may be waived in an emergency at the discretion of the Manager).

### 16. Flooring

To minimize the transmission of sound between adjacent units, appropriate sound deadening material must be used in the walls and under the flooring. Refer to the attached Xanadu Flooring guidelines document if floors are being installed or replaced. (Tiling of balconies is no longer permitted.) Wood floors must be installed over an approved soundproofing material of a minimum STC-IIC rating of 60 decibels. Marble, stone and ceramic tile must be installed over an approved soundproofing material of STC-IIC rating of 60 decibels. Marble, stone and ceramic tile must be installed over an approved soundproofing material of STC-IIC rating of 60 decibels, with an approved adhesive. Management may also inspect unit/project when flooring is installed in order to ensure full compliance.

#### 17. Nuisances

Management must be notified at least 24 hours in advance of any work that could cause offensive odors, dust, fumes, or volatile nuisances; for example, surface refinishing, chemicals or solutions, paint removers, varnishes or lacquers. Anyone using these types of compounds in or around the building without the approval of the Association will be required to immediately cease work and permanently remove all those materials. The unit Owner should ensure that materials used do not emit noxious, dangerous, or volatile fumes.

Unit doors facing the common areas may not be propped open while performing any work inside the unit.

#### **18. Electrical**

When electrical service upgrades are planned, the unit Owner must obtain approval by a licensed electrical Contractor/engineer. All wiring must be copper. All electrical wiring changes must meet current electrical code and be inspected by the City of Cocoa Beach.

## 19. Plumbing

Installation of new conditioning units, toilets and sinks, among other items, may require replacement of unit main shut-off valves. 48 hours advance notice is required in order for Management to notify residents that the water will be turned off for the entire building (except in an emergency). All plumbing work that may require the water to be turned off must be scheduled to occur at one time.

## 20. Security

Exterior building doors shall not be propped open except while material is actually being moved through the doors. The Contractor, employees, agents, and visitors are to restrict themselves to the unit while work is in progress and are prohibited from roaming about the building. Breaches of the Association's security policy will not be tolerated. Owners are responsible for contractor vendor building access. Property management will not provide loaner key Fobs for contractors. Roof access must be arranged in advance through Property Manager and a Liability Waiver must be signed before access is granted.

## 21. Smoke Detectors

When there is remodeling planned that could cause dust, the unit Owner must make sure that the unit (if applicable) and hallway smoke AND heat detectors are covered to avoid triggering false alarms. The **relocating, removal or painting** over of smoke AND heat detectors is **strictly prohibited**, and management shall inspect each unit and/or common area to ensure full compliance.

## 22. Sprinkler System

If a sprinkler head or fire alarm device in a common area is subjected to heat or is damaged, it may/will activate, triggering other sprinklers or initiating the building's life safety/fire suppression system. The unit Owner and/or Contractor will be responsible for any costs associated with accidental activation of the sprinklers or the fire alarm system. Any shutdown to the fire protection system must be pre-scheduled with the Property Manager's Office. Sprinkler heads and feed pipes cannot be moved or reconfigured.

### 23. Utilities

Rerouting of cable TV and/or other utility lines, or utility infrastructure components that impinge on the common elements must be approved by Management and/or the utility company, in advance. The use of hallway electrical outlets is prohibited while performing work inside a unit.

### 24. Work Rule Violations

A 'Notice of Rule Violation' will be delivered to both the Owner and Contractor upon a duly noted violation. In the event of breach of the requirements to comply with this policy, the Manager will first discuss the alleged breach with the Contractor or other person in charge of

the project and will also advise the Unit Owner or occupant of the unit by issuing a 'Notice of Rule Violation'. The violation shall be corrected immediately.

In the event of a second breach, the Owner or occupant of the Unit will incur a fine netted against the Owner's deposit and/or account. A third rule violation will result in an additional fine netted against the Owner's deposit and/or account, and the project may be **terminated**.

In the event of a third breach, the Contractor and all persons working on the job will be escorted from the Association property and denied future access to the building by the Manager and/or Board of Directors.

In the event of a third breach, a new 'Notice of Approval' will be issued only after a meeting with the Owner, Contractor and Association Manager and/or Board of Directors, whereby the Manager and/or the Board of Directors, in consultation with the applicable parties, is satisfied that there will be no further violation of work rules.

All parties are aware that multiple violations will lead to both fines and work stoppage of the project, until a meeting is conducted with the Manager and/or the Association Board of Directors and he/she is convinced that no further violation(s) will occur.

### 25. History of Noncompliance

The Manager and/or Board of Directors reserves the right to prohibit access to the building of any Contractor, subcontractor, vendor, or other building trade that the Manager and/or Board determines has established a history of substantial work rule violations, as stated herein, or for any other reason with or without good cause.

#### 26. Inspection

Management reserves the right to inspect all move-ins, move-outs, projects, Contractor/Vendor, and remodeling work at any time, and to stop the work if it is not in compliance with the rules stated herein, or within the project scope that was approved within these Guidelines. If unapproved work is performed, the unit Owner must immediately arrange to restore/return the unauthorized work to its original condition at the Owner's expense.

While the Association Manager may inspect the work in progress from time to time, the Association is not a General Contractor and has no responsibility or liability for the unit renovation or projects. It is the Owner's responsibility to ascertain that all alterations or renovations are conducted and completed to the Owner's satisfaction and in accordance with the state and local laws, and in accordance with Association/Manager approved plans and specifications.

The unit Owner and/or Contractor shall conform to all additional requirements as deemed necessary by the Manager and/or Board of Directors.

### 27. Liens

The Contractor or sub-Contractor, Vendors, etc., shall have no authority to place a lien upon the Condominium Association or any interest therein unless provided for by law. Florida's Condominium Act specifically states that labor on or materials furnished to a unit shall not be the basis for the filing of a construction lien against a unit or condominium parcel unless the unit Owner specifically consented to or requested the labor or materials. However, labor performed on, or materials provided to the common elements can be the subject of a construction lien only if authorized by the Condominium Association.

The Association has the right to file a claim of lien against a unit Owner, Contractor, Vendor or otherwise, as necessary, and as required by law. The Association recommends that Owners record a Notice of Commencement and obtain copies of final release or satisfaction of lien(s) before making final payment to Contractors, and to otherwise comply with the construction lien law(s) of Florida, in consultation with the Owner's attorney.

\*\*NOTE – PLEASE READ CAREFULLY BEFORE SIGNING\*\*: This document is a binding Agreement between the Condominium Association and the undersigned Contractor and the Unit Owner/Tenant of Unit and may be modified at any time by Management and/or the Board of Directors. The undersigned Contractor, Owner and/or Tenant, by his or her signature, agrees that the Unit Owner, Tenant, Contractor's Company and its subcontractors and vendors fully commit to comply with the work rules described in this agreement and elsewhere. The Unit Owner and/or Tenant agrees that they are fully responsible for overseeing that their Contractor(s) abide by this Agreement and are also responsible for all damages that the Contractor(s) cause to the common area, and responsible for payment of fines levied and costs for abuse of work rules and/or damage to common elements of the Association, including attorney fees.

Questions and concerns may be directed to the Xanadu Property Manager: **Karen Davis** [321-784-2692] <u>Admin@xanaducb.com</u>

#### ACKNOWLEDGEMENT

We, the undersigned, have read, understand, and agree to fully abide by all Association rules, and the Construction Rules, Policy, Terms and Conditions contained herein, the City of Cocoa Beach and State of Florida appropriate ordinances, codes and any other requirements of the Board of Directors and/or Manager that may pertain to a particular project. We hereby agree that all Contractors, subcontractors, vendors, entities and involved parties will follow the guidelines enumerated herein.

We understand that this application shall provide sufficient information (design drawings, material specifications, etc.) to allow the Association Management and the Board of Directors to fully assess the intended project and its effect on the building, common areas, other units and residents.

Signature(s) below confirm that the Unit Owner and Contractor agree to indemnify and hold the Association harmless for any damage to property or persons arising out of the work and/or any causes of action that arise from it.

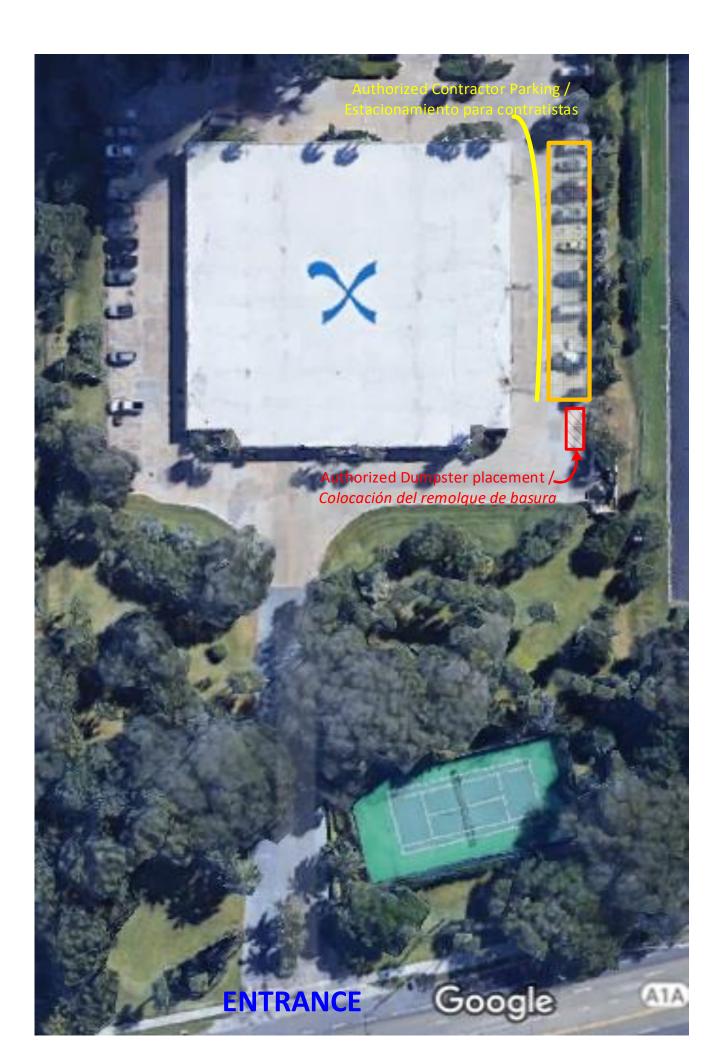
Inspections or approvals by the Association do not alter, diminish or eliminate the total responsibility and obligations of the Owner and the Contractor for the work and any damages or liabilities arising from it.

CONTRACTOR/ COMPANY NAME:

CONTRACTOR SIGNATURE:	
UNIT OWNER-TENANT NAME:	
UNIT OWNER-TENANT SIGNATURE:	
UNIT NUMBER:	
BOARD MEMBER APPROVAL:	
OR DISAPPROVAL:	
REASON(S) FOR DISAPPROVAL:	

#### \*\*\* PLEASE ATTACH LEGIBLE COPIES OF THE ABOVE ACKNOWLEDGEMENT PAGE, CURRENT INSURANCE CERTIFICATE(S), WORKMAN'S COMPENSATION INSURANCE OR EXEMPTION LETTER, APPLICABLE PERMIT(S), LICENSE(S), BUSINESS TAX RECIEPT(S) AND OTHER APPLICABLE DOCUMENTATION, AS REQUIRED HEREIN OR BY LOCAL LAW OR ORDINANCE, PRIOR TO SUBMISSION TO THE MANAGEMENT OFFICE \*\*\*

	- SAMPLE - Electronic Version available at www.xanaducb.com															
		Xanadu Condominium, Inc														
		Construction/Renovation Approval Request Rev 5 9/25/24														
	Proje	Project Size 1-Small(Repair) 2-Mediium (Replacement) B-Large (Remodel)										el)				
	This	This form shall be completed in its entirety by the unit owner and his/her contractor.														
	No work will commence without Board Of Directors approval in writing.															
4	Deter	(	Dwner	Informa	tion			<b>C</b>		Cont	tracto	or Inf	orn	nation		
1	Date: Unit #:							Com	pany:	-						
2	Owner:						-	Addr								
4	Contact:							Phor								
5	Phone:							emai	il:							
6	email:							Licer	nse #							
	Will a Building Permit be obtained: Y/ N Has Permit Application been filed with city? Y/N															
7	City of Co	-								Dated:						
8	-				oom/area	that is planr	ned	for t	his proj	ject(use a	separ	ate p	age	, if nec	essary):	
9				• •		•										
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11						erimeter wa	lls:		Cond	enser repl	acem	ent		Shut	ters	
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28	<ul> <li>F. The owner/contractor is responsible for his trash removal and shall not use Xanadu's dumpsters. Any debris or dust that escapes the inside of the unit or is lost while in transit through common areas including</li> </ul>															
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# XANADU FLOORING RULE - UPDATED 7/3/19

## Review of Xanadu Flooring Rule (Section VII):

□ When Xanadu Condo owners install a floor covering, the installation must include environmentally safe and adequate sound deadening materials as necessary to prevent a continuing noise nuisance to other residents, particularly those in units directly below the floor covering.

□ When materials other than carpet are installed (such as hardwood flooring, ceramic tile, or porcelain tile), the installation must include one of three types of materials:

o A sub-layer of Cork or similar material of not less than six (6) mm thickness which shall be permanently bonded to the floor surface;

o A sub-layer of padded carpet of equivalent thickness, which may be a permanent or non-permanent installation;

o Other material which is demonstrated to have equal or superior sound dampening property.

□ Should anyone install a floor covering that is the source of a noise nuisance, then, in that event, it shall be the Owner's responsibility to eliminate the nuisance.

Please refer to the complete Xanadu Flooring Rule (Section VII of the Xanadu Regulations).

Noise Evaluation:

In evaluation of alternate materials, material specifications for both airborne and impact noise must be examined.

□ Airborne noise (STC) would typically come from voices, television, appliances, running water, etc.

□ Impact noise (IIC) originates from footsteps, hammering, falling objects, etc.

□ The Florida Building Code establishes the absolute minimum requirements for noise abatement in Multi-Family Housing by defining minimum values of Sound Transmission Class (STC) and Impact Noise (IIC rating) at 50 dB. These are minimal levels typically associated with minimum building quality (condominiums, apartments, etc). Many municipalities and condominium associations require better noise abatement with values of 55-65. High-end luxury condominiums may require values as high as 75. Xanadu Association strongly recommends owners install sound barriers between 50 - 60 dB.

### Sound-Barrier Materials:

□ Cork is widely known in the industry to have excellent acoustic properties and is nontoxic, renewable, and does not support mold or mildew. When installed properly, it is an excellent and cost-effective sound barrier, especially with hardwood and ceramic tile floors which are notorious for transmitting impact noise. With proper installation techniques by experienced installers, Cork can have acceptable moisture resistance with encapsulation by multiple adhesive layers.

□ There are other materials available such as 5mm polypropylene spheres with

polyurethane adhesive binder in a mat format.

Acoustical-grade Cork of 6mm thickness (AcoustiCORK PR60 or equal) is used as the minimum standard for evaluation of alternate materials as discussed in Option 1 of the Xanadu Flooring Rule (Section VII). Such a Cork standard has been proven to be effective at Xanadu.

□ If an Owner wishes to submit something else for consideration, please have your flooring supplier provide the brochure and sound test rating results so that a proper comparison can be made. Ideally, the flooring supplier would have already done their own investigation to determine acceptability.

As an example, sound test results for Hardwood flooring systems utilizing Acoustic Cork are based on the following tested flooring system without a drop suspended ceiling in the unit below: a) <sup>1</sup>/<sub>2</sub>" nominal glued-down engineered wood flooring, b) high grade polyurethane adhesive layers, c) 1 layer of 6mm AcoustiCORK PR60 profiled underlayment, d) 6" thick reinforced concrete slab; all installed as specified in the manufacturer's instructions. Sound ratings of the reference flooring system are as follows:

o Impact noise rating, IIC (per ASTM E492-04):

54 dB

o Impact noise rating, Delta IIC (per ASTM E-2170-030): 25 dB

o Airborne noise rating, STC (per ASTM E90-04):

53 dB

The Xanadu BOD recommends using 6mm Acoustic-Rated Cork or something else equivalent or better. It is BOD opinion that installing inferior materials with insufficient sound barrier rating will cause excessive risk of noise issues with other Xanadu residents. Refer to Figure 1 below for a typical installation with Hardwood flooring. Ceramic or Porcelain tile will be similar but may have different thicknesses and layering pending the type and quality of sound barrier selected.

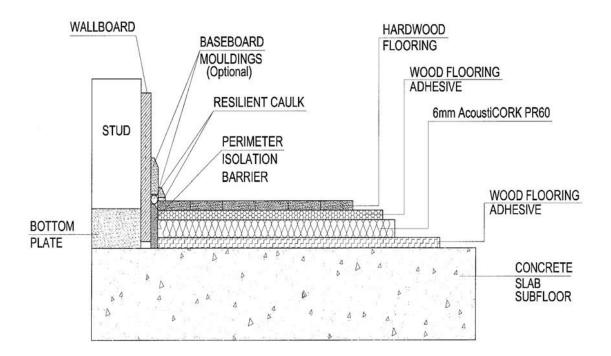


Figure 1: Glued-Down Hardwood Flooring on a Concrete Subfloor with Cork Barrier

Here are four different 6 mm Cork Underlayment's that meet the 6mm Cork standard at Xanadu:

1. US Floor Natural Cork (6mm thickness) - Sound ratings of 59 (impact) and 54 (airborne).

2. AcoustiCork-PR60 Wave (6mm thickness) - Sound ratings of 54 (impact) and 53 (airborne).

3. Widgetco Cork (6mm thickness) - Sound ratings of 51 (impact) and 52 (airborne).

4. QEP-72005Q Cork (6mm thickness) - Sound ratings of 51 (impact) and 52 (airborne).

Since cork is used mostly for tile installation, we recommend these product suggestions for wood/vinyl flooring (to include floating floors).

- 1. Custom Easymat gray in color
- 2. Floor Muffler (premium grade) green in color
- 3. Future Foam (Sound Byte) pink in color
- 4. Proflex Super Sim90 only