

REMODELING & RENOVATION AGREEMENT

Work Order No.: _____

1. Insurance. The Association requires a Certificate of Insurance from all Contractors and Sub-Contractors. The certificate will include property damage coverage, at least one million dollars (\$1,000,000) liability coverage, and a notation that the Association will be notified if the insurance is cancelled for any reason by the agent or the company. This certificate must be delivered to the Management Office before any work begins.
2. City Code. Contractor and Architect verify that all work is being done in accordance with the Chicago Building Code.
3. Heating, Plumbing, Electrical & Architectural Changes. Contractor, Owner and Architect agree that none of the heating system lines, drain lines, gas lines or electrical service will be altered in this renovation. Any main line water shutoff or heating interruptions must be requested through the Management Office no less than **3 business days in advance** in order to permit notification of other Owners of the interruption in service. One such shutoff will be at no charge; subsequent shutoffs will be charged at \$100 each.
4. Building Inspection. During remodeling of a kitchen or bathroom, the building engineer will make at least two inspections. So that the remodeling work will not be delayed, Owners should arrange a building inspection with the building engineer early in the project. The second inspection will take place before walls are closed. Prior to the closing of any walls, the Contractor must make an appointment with the building engineer for an inspection of all electrical and plumbing work. Unacceptable work must be corrected.
5. Work Hours. Normal work hours are between 8 a.m. and 4 p.m., Monday through Friday and between 10 a.m. and 4 p.m. on Saturday. Saturday work will be limited to work on a restricted nature. Work of a restricted nature is defined as work which does not generate excessive noise. No work is permitted to be performed on Sunday, Holidays or Holiday Weekends.
6. Noise. Expected excessive construction noise must be reported to Management prior to the commencement of work to allow notice to Owners who may be disturbed by such noise. Construction work of a noisy nature can take place only on weekdays between 8 a.m. and 4 p.m.
7. Debris/Removal/Disposal. All demolition, construction debris and other large items (i.e. cabinets, carpeting, sinks, bathtubs, toilets, doors, flooring, etc.) will be removed by the contractor from the building premises. Owners acting as his/her own contractor must make his/her own arrangements for the prompt removal of all construction debris. If a dumpster is required, arrangements must be coordinated with Management. Residual clean-up of debris that can be bagged in plastic garbage bags used by the building may be disposed in the normal building garbage collection, but not thrown down the chute. You must carry those bags to the dumpster.

All air exchange units must be completely covered to prevent any dirt and/or debris from entering the system.

8. Clean-up. At the end of each day, Contractor agrees to have the proper equipment on hand to clean up common areas. Such common areas shall include (but not be limited to) the hallways, foyers and stairways surrounding the Unit, service elevator, back halls and loading area. In the event that additional clean-up is required, it will be done by the building staff and charged to the Owner at the prevailing hourly rate.
9. Service Elevator. Use of the service elevator must be requested, at least 24 hours in advance, and approved by Management. Contractor agrees that the service elevator will not be held at any time during the construction period unless pre-authorized by Management or the building engineer.
10. Scope of Work. The work covered by this agreement shall be limited to the work described in attachment labeled Exhibit A.

Unit # _____

Construction Dates: _____

Owner: _____
Print Name

Signature of Owner: _____

Date: _____

identical to those listed for unit owners. The exception is that the letter from Management shall be directed to both the lessee and unit owner.

XIII. FINES FOR NON-COMPLIANCE OF RULES

- A. Any violation of the Rules of Prairie District Homes Tower Residences Condominium Association that cannot be cured (including but not limited to: failure to submit required funds prior to moving in or out of a unit; failure to reserve elevator for move; and moving during unauthorized hours) shall subject the offending unit owner to a fine. A violation of the Rules of the Association by any tenant or guest of a unit owner shall be deemed to be a violation by the unit owner himself.
- B. There will be a fine in the amount of \$50.00 to \$500.00 to be determined by the Board of Directors based on the circumstance of the violation and its severity. If the owner has been fined for the same violation within the last twelve months, the fine will double each time the same rule is violated (i.e. first fine \$50, second fine \$100, third fine \$200, etc.). If the fine is not paid within forty-five days, Management will send a letter to the unit owner indicating that a lien (including all associated costs) will be placed on the violators property if appropriate action is not taken to pay the fine within ten (10) days of receipt of registered or certified letter.
- C. Negligence of Owner: If, due to the act of or the neglect of an Owner or Occupant (or member of the family, household pet, tenant, or a guest or visitor of such Occupant or Owner), damage shall be caused to a part of the Condominium Property the common elements or to a unit or units owned by others, or if maintenance, repairs or replacements shall be required, which would otherwise be a common expense, then such owner shall be fined to recover such repair or maintenance expense incurred by the Association.

Note: Nothing in the above rules shall limit the power of the Board to pursue any remedy or to otherwise proceed as authorized by the Declaration, By-Laws and applicable law. The Board determines the schedule of fees and fines. Fees are reviewed annually during the budget process or as needed.

XIV. REMODELING & RENOVATION GUIDELINES

- A. Introduction: When remodeling or renovating a unit, whether a contractor has been hired or you are serving as your own contractor, the Owner is responsible for the project. Management serves as the liaison between Owner and the Board. The Owner must observe all rules stated in these guidelines, the Declaration and By-Laws, and the Association Rules & Regulations. All Municipal Code provisions must be observed and all electrical circuit changes, rewiring from box to box, and/or plumbing, must be performed by licensed and

insured tradespersons. During any remodeling and renovation the Condominium Association reserves the right to monitor any Remodeling & Renovation as the work progresses. As a courtesy to your neighbors, once a project begins, all work must be completed in a reasonable time frame.

B. Basic guidelines:

1. Board approval is required before work can begin if the work will alter the building's integral structure, exterior appearance, plumbing, electrical wiring, the Unit's total electrical power consumption, flooring, windows, or any modification which potentially will have a harmful impact on the Owner's immediate neighbors. No work (or equipment installation) shall be approved which is expressly prohibited by the By-Laws, Declaration or the Rules.
2. In general, interior decorating, replacement of existing cabinets, vanities, appliances, etc. shall not require Board approval, provided such work does not fall into the category of work described in "A" above.
3. No contractor shall be permitted in the building without prior notice from Owner to management. A Contractor's Certificate of Insurance naming the Condominium Association and managing agent as additional insured's is a prerequisite for access to the building.
4. The responsibility for adhering to these rules resides with the Owner. Any work found not to be in compliance with these rules must be corrected by the Owner, at his or her expense.
5. No hard surface flooring (e.g. wood, marble, tile, etc.) may be installed in any part of any unit (excluding original kitchen and bathroom areas) unless such flooring is installed over an underlayment which causes the floor assembly to yield a Field Impact Installation Class (FIIC) rating of at least fifty-five (55) when tested in accordance with American Society of Testing Materials Designation E-1007-84 ("Field Measurement of Tapping Machine Impact Sound Transmission Through Floor Ceiling Assemblies and Associated Support Structures"), with classification to be in accordance with ASTM designation E-989-84 ("Determination of Impact Insulation Class"). This rule does not apply to hard surface flooring installed prior to the date these rules are adopted in full compliance with all rules and regulations in effect at the time of such installation.

No hard surface flooring may be installed unless the unit owner's designer, architect or contractor has certified in writing that the proposed hard surface flooring installation will meet or exceed the requirements of this rule.

The owner or occupant of any unit located immediately below a unit having hard surface flooring may, by written notice to the Board of Directors, request that the compliance of such flooring be investigated.

Unless the Board determines that the flooring was installed prior to the date these rules were adopted, in compliance with all rules and regulations in effect at the time of such installation, or that the flooring's Field Impact Insulation Class rating has previously been tested pursuant to these rules and found to be in compliance with these rules, the Board shall request that the complaining unit owner or occupant deposit with the Association an amount equal to 100% of the estimated cost of testing the Field Impact Insulation Class rating of such flooring.

Upon receipt of such deposit, the Board shall engage an independent acoustical consultant to test the Field Impact Insulation Class of said flooring, and the complaining owner/occupant of the unit containing the hard surface flooring shall cooperate fully with such consultant in testing the Field Impact Insulation Class rating of the flooring. The determination of the consultant shall be final and conclusive on all parties.

If the Field Impact Insulation Class rating of the flooring is found by the consultant to be in compliance with these rules, then the full cost of the testing shall be borne by the complaining owner or occupant out of the deposit held by the Association. If the Field Impact Insulation Class rating is found by the consultant **not** to be in compliance with these rules, then the complaining owner or occupant's deposit shall be fully refunded; the owner of the non-complying unit shall pay the full cost of the testing; the owner of the non-complying unit shall pay a fine as determined by the Board; and the owner of the non-complying unit shall bring the unit into compliance with these rules within thirty (30) days of the issuance of the test results or be subject to legal action by the Association to enforce these rules.

The Board highly recommends that this test be done before installation is complete and thoroughly documented so as to prevent any such problems from developing at a later date.

C. Approval: The building engineer has the authority and responsibility to review and make recommendations to the Board regarding requests for approval of remodeling projects. The approval process will be handled as expeditiously as possible.

If the scope of the project exceeds the engineer's ability to accurately judge the ramifications to the building, the Unit Owners must hire an architect to provide a written report that must be presented to the Board.

D. Approval Process: Prior to the commencement of any work, Owners must submit drawings and narrative plans to the Management Office for Board review.

E. Requirements: For projects described in 1.A. requiring Board approval, the REMODELING & RENOVATION AGREEMENT (attached) must be submitted to the Management Office 28 days prior to the commencement of any work. A description of the work, including a schedule, and the names of contractor(s) shall be identified as Exhibit A, and become an integral part of this agreement. The Management Office will assign a Work Order Number to the project. Once approved, the designated agent of the Board of Directors (officer or Property Manager) will sign and date the document. No contractor will be permitted on the premises until this agreement is approved.

F. General Guidelines and Restrictions: Any changes in the plumbing or electrical system is subject to inspection by the building engineer or building Management before closing the walls. Main-line water or heating shutoff (or power interruptions) are handled ONLY by the building staff and must be scheduled through the Management Office to allow sufficient time to give other Owners advance notice. All plumbing work and electrical wiring and re-circuiting must be done to applicable city codes by qualified personnel.

All air exchange units must be completely covered to prevent dirt and/or debris from entering the system.

G. Penalties: It is the responsibility of the Owner to acquaint contractors with the above stated requirements. The Owner shall be ultimately responsible for any damage to public areas, common elements, limited common elements or other units by workers employed by them, their contractors, subcontractors, agents and themselves.

All service providers and their employees are agents of Owner and must abide by all rules and regulations governing the remodeling and renovation project. If contractors, subcontractors or other agents are found to be in violation of the rules, the Owners will be subject to fines for each such incident. THE BOARD OF DIRECTORS HAS THE AUTHORITY TO STOP ANY PROJECT WHICH CAUSES OR MAY CAUSE MATERIAL DAMAGE OR DISRUPTION TO ANOTHER UNIT OR THE COMMON ELEMENTS.

H. Unauthorized Work: If the project of the Owner fails to comply with the plans and specifications submitted by the Owner and approved by the Board, the Board may stop the work until the problems are remedied or may cause said work to be done in compliance, and may charge Owner for the costs. SHOULD ALTERATIONS BE MADE BY THE OWNER WITHOUT PRIOR APPROVAL OF THE BOARD, THE BOARD MAY REQUIRE THE OWNER TO REMOVE THE ADDITION, ALTERATION OR IMPROVEMENT AND RESTORE THE UNIT OR BUILDING ELEMENTS TO THEIR ORIGINAL CONDITION AT THE OWNER'S EXPENSE.

I. Removal of Debris: It is the responsibility of the contractor to remove all remodeling and construction debris from the premises of the entire building. When purchasing new appliances, the seller must remove the old appliances when new appliances are installed. When acting as your own contractor, you must make your own arrangements for the prompt removal of all construction debris and other large items (i.e. cabinets, pipes, carpeting, sinks, bathtubs, toilets, plaster, flooring, etc.). You may order a dumpster, but you must remember to get special permission through the Management Office. Management Office may assist in making arrangements to have debris removed. The cost of such removal will be billed to the Owner. Residual cleanup of debris that can be bagged in plastic garbage bags used by the Building may be disposed of in the normal building garbage collection.

J. Working Hours: Work rules have a twofold purpose, 1) maintain the security of the building and 2) consideration for the building's residents, particularly as it applies to noise generating activities.

Normal construction work hours are between 8 a.m. and 4:00 p.m. Monday through Friday and between 10 a.m. and 3 p.m. on Saturday. Saturday work must be limited to work of a restricted nature that does not generate excessive noise. NO WORK CAN BE DONE ON SUNDAYS OR HOLIDAYS.

No obnoxious or offensive activity shall be carried on in the Condominium Property and nothing shall be done, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of the units. Quiet Hours shall take place Sunday – Thursday from 10pm to 8am and Friday – Saturday 12am – 9am.

K. Certificates of Insurance: No work will be permitted until all contractors submit current Certificates of Insurance. These certificates must name the Association, its Board of Directors and managing agent as additional insured parties. The Manager and the engineer will hold copies.

L. Permits: The Owner is responsible for securing building permits. Any permits are the responsibility of the Owner.

M. Indemnification: The Owner will indemnify the Association, the Board of Directors and the managing agent from any and all claims for mechanic's liens, personal injury or property damage and claims by the City of Chicago for building code violations or failure to secure a building permit.

N. Construction in Adjacent Spaces: The Unit Owner's Contractors shall not use any vacant areas, corridors or any other portion of the Common Elements to perform or stage any construction work without the prior approval of the Property Manager. If access into any adjacent space is necessary, arrangements must be coordinated with the Property Manager. Any additional costs (i.e. security personnel, damages, restoration expense) for use of this space must be paid by the Unit Owner.

O. Storage of Materials: All material must be stored in the Unit within which the Contractor is working. Storing materials in corridors, vacant areas, etc. is not permitted. Flammable materials cannot be stored within the Building; they must be used and removed the same day. Failure to comply with these regulations will result in immediate removal of all material by the Association at the Unit Owner's expense, or stoppage of the project.

The Unit Owner's Contractor, each Subcontractor and material supplier shall be responsible for the proper care and protection against damage and theft of all its material, equipment, and tools delivered to the Building.

P. Costs: Any or all fees and costs incurred by the Association for review of plans, or for inspections required for confirmation that the work was completed pursuant to the approved plans, shall be the responsibility of the Owner.