



## **Remodeling Policies and Procedures**

It is the position of the Board of Directors of 30 E. Huron Condominium Association that remodeling, including the joining of two or more units, is to be encouraged. The Board recognizes that upgrading of individual units enhances the value of all property at 30 E. Huron and the Board sets the following policies and procedures with that in mind.

The purpose of this policy is to protect the safety and comfort of all residents and to preserve the building and those elements and systems, which are community rather than private property. Within these limitations, it is the intention to facilitate to the greatest extent possible the handling of remodeling requests and to direct such requests towards approval or disapproval in as short a time as is consistent with thorough and efficient handling.

In considering this policy, the Board is required to consider the rights of all residents to occupy their units without being bothered by construction noises and dirt associated with the remodeling of units.

Criteria are established differentiating between projects:

### **Category A**

Those for which only Management notification and minor paperwork are required because of their limited scope

### **Category B**

Those more complicated which require Management approval, minor paperwork and implementation by certified contractors.

### **Category C**

Those affecting common elements, which require plans and specifications, compliance with 30 E. Huron's Architectural/Structural/Mechanical Standards, paperwork and approval by the Board of Directors.

### **Category D**

Those affecting common elements, which require plans and specifications, compliance with 30 E. Huron's Architectural/Structural/Mechanical Standards, architect's review, significant paperwork and approval by the Board of Directors and which involve the joining of two or more Units.

(See attached detail)

Accordingly, the Board of Directors has established the following rules regarding work done within the Units and has instructed management to take whatever steps it feels necessary and proper to see that the rules are strictly observed. Please note that requests for extensive remodeling (Category C and D) will require a minimum of thirty (30) days for processing before approval by the Board of Directors.

The following rules apply to all categories of remodeling work:

1. Work may be conducted between the hours of 9:00 A.M. and 5:00 P.M. on Monday through Saturday only. Only "quiet" work will be allowed on Sundays and Holidays (I.E. painting and picture hanging)
2. The Resident must provide in advance written Entry Authorization to the Doorman for all persons performing work in the Unit for every day that entry is to be permitted.
3. The Resident must arrange in advance with the Management Office access to the elevator for materials delivery and debris removal.
4. All equipment and material delivery and debris removal is restricted to car #2 elevator. The Resident and/or their contractors are required to wait for this elevator to be padded prior to equipment and material delivery or debris removal.
5. Any vehicles connected with the remodeling are required to comply with Association policy regarding the use of the Loading Dock:
  - a. Use of the Dock is limited to loading and unloading only. Parking in the Dock or Rear Lot is strictly prohibited. Violators will be towed at their own expense.
  - b. Use of the Dock is limited to 45 minutes.
  - c. Parking is available to cars, low vans and small trucks only.
6. A satisfactory noise barrier (acoustical) under lay is required beneath the installation of any hard flooring material.
7. In order to prevent damage to corridor carpeting and decorating, adequate provision must be made wherever necessary to protect this property.
8. The Resident and/or Contractor must clean all dirt and debris caused by the remodeling from all common elements no less frequently than daily and prior to 5:00 P.M.
9. All damages to Common Elements, Limited Common Elements and Units caused by the remodeling shall be repaired or replaced at the full expense of the remodeling Resident.
10. Debris removal is the responsibility of the Resident and/or Contractor. Debris removal shall include total removal of all debris from the 30 E. Huron premises. In no event shall remodeling debris be left in the chute rooms nor put down the garbage chutes. Debris removed to the dumpster area for which 30 E. Huron incurs additional charges from their scavenger shall be at the expense of the remodeling Resident. This includes but is not limited to appliances and carpeting.
11. Storage, for any length of time, of materials or equipment in or on any Common Elements or Limited Common Elements is prohibited. Any obstruction of common corridors caused by remodeling shall constitute an immediate and serious hazard to be dealt with swiftly and sternly at the discretion of Management, including but not limited to disposal of all properties causing the obstruction.
12. The Management Office MUST be notified no less than two working days prior to commencement of remodeling work in order to attend to all necessary procedures. At the time of such notification, 24 hour phone numbers for the remodeling Resident and all Contractors must be provided to the Management Office.
13. Use of any flammable materials shall be accompanied by provision of an ABC type fire extinguisher in the Unit premises. During use of any flammable materials all contractors, residents and other parties within the Unit shall be strictly prohibited from smoking.
14. Contractors must provide all necessary tools, equipment and materials necessary to perform their work. Borrowing of 30 E. Huron's property is prohibited.
15. Contractors may not eat or smoke in common areas.
16. Any requirement for water shut-off in a tier for remodeling purposes requires a minimum of two working days advance notice to the Management Office. Water may be shut off ONLY on Tuesday or Wednesday.
17. Installation of garbage disposals, either permanently affixed or "portable" is strictly prohibited.
18. If a whirlpool, sauna or other similar plumbing fixture is installed, an acoustical sound barrier and an appropriate motor access must be installed.
19. All necessary Permits are the responsibility of the remodeling Resident. The Resident is required to comply with all governmental regulations.
20. The remodeling Resident must obtain and maintain current Certificates of Insurance for all contractors and subcontractors. Remodeling Residents must provide the Management office with copies of each Certificate of Insurance prior to Board approval of any project. Residents should be aware that the Association's insurance affords NO PROTECTION to the resident or their contractors with respect to their project.
21. Offensive and noxious fumes are prohibited from being vented into the common elements and neighboring units. Proper ventilation is the owner's responsibility.
22. The remodeling Resident must notify neighboring residents as a courtesy to them, since noise and dust may occur during the days the work is taking place.

23. ANY VIOLATION OF THE REMODELING RULES AND REGULATIONS BY THE CONTRACTOR AND/OR THE UNIT OWNER MAY RESULT IN A FINE BEING ASSESSED TO THE UNIT OWNER. IN THE CASE THAT THE CONTRACTOR WAS AT FAULT IT WILL BE THE RESPONSIBILITY OF THE UNIT OWNER TO PAY THE FINE AND THEN ATTEMPT TO COLLECT IT FROM THE CONTRACTOR.

THE FINE ASSESSED MAY BE \$100.00 PER VIOLATION AND MAY BE CHARGED ON A DAILY BASIS UNTIL THE VIOLATION CEASES.

In all cases, approval of remodeling plans must be approved and construction can only commence when the Property Manager or the Board of Directors has signed the completed Remodeling Approval Form. The Remodeling Approval Form will be made a part of the Unit(s) permanent file in the 30 E. Huron Condominium Association Management Office.

### **CATEGORY A**

**Definition:** No common elements are involved and water and electrical systems are neither extended nor terminated.

**Procedure:** No Board action is required. Notification of Management is required.

**Examples:**

- Painting, wallpapering of a unit or installation of carpet
- Moving a door (Unit interior door only)
- Modifying a partition wall which contains no electrical outlets, fixtures or antenna connections
- Changing kitchen or bathroom cabinets
- Changing light fixtures, such as a chandelier
- Installing a built-in wall unit

**Steps involved:**

1. Obtain from Management a copy of the Remodeling Policies and Procedures.
2. Provide Management with a summary of your plans so that they can determine which Category your project falls into.
3. Wait for Management to approve Category A plan. (This will be done as quickly as is reasonable and possible.)

Notification will be in the form of transmission of a Remodeling Agreement for the Resident's signature. (Sample attached.)

4. Complete the Remodeling Agreement and return it to the Management Office with paperwork as indicated.

### **CATEGORY B**

**Definition:** Minor modifications being made involving no increase in demand of plumbing or electrical systems or modification of plumbing or electrical systems, and no common elements are involved.

**Procedure:** No Board action is required. Notification of Management is required.

**Examples:**

- Termination, replacement of plumbing fixtures
- Termination, replacement or relocation of electrical circuitry.
- Installation of refrigerators with icemakers or drinking water features.
- Moving or removing a wall which contains electrical lines, switches or outlets.

**Steps involved:**

1. Obtain from Management a copy of the Remodeling Policies and Procedures.
2. Provide Management with a summary of your plans so that they can determine which Category your project falls into.
3. Complete the Remodeling Agreement and return it to the Management Office with paperwork as indicated.

4. Wait for Management to approve Category B plans. (This will be done as quickly as is reasonable and possible.)

If determined necessary by Management, review of the plans by the Association's Consulting Architect and Engineer may be required. If so, these consulting fees will be the expense of the Remodeling Resident.

Should any modifications be necessary to comply with recommendations by Management or the Consultants, Management will so notify the Remodeling Resident in writing and require that revised plans be submitted prior to approval.

5. Management will notify the Remodeling Resident of Plan approval by transmitting a Remodeling Agreement requiring signature.
6. Complete the Remodeling Agreement as required and return to the Management Office with any necessary paperwork attached.

#### CATEGORY C

**Definition:** Major modifications being made contiguous to common elements and/or involving an increase in demand of water or electrical systems.

**Procedure:** Board approval is required. Notification of Management is required. Completion of a Standard Remodeling Agreement is required.

**Examples:**

- Increasing the amount of electrical service to accommodate additional appliances, lighting, or
- Other electrical equipment.
- Moving or removing a wall containing the master antenna riser.
- Relocating plumbing fixtures.
- Installation of a whirlpool, sauna or other similar plumbing fixture.
- Installation of any system or equipment which requires penetration of any common element.

Steps involved:

1. Obtain from Management a copy of the Remodeling Policies and Procedures.
2. Provide Management with an indication of your plans so that they can determine which Category your project falls into.
3. Complete the Remodeling Agreement and return it to the Management Office with paperwork as indicated.
4. Wait for Management to submit remodeling plans to the Board of Directors (at their next regular meeting) for review, comments and instructions.

If determined necessary by the Board, review of the plans by the association's consulting architect and engineer may be required. If so, these consulting fees will be the expense of the Remodeling Resident.

Should any modifications be necessary to comply with recommendations by Management or the Consultants, Management will so notify the Remodeling Resident in writing and require that revised plans be submitted prior to approval.

5. Resubmitting to the Board of Directors may be required if modifications to the original plans are extensive or affect Common Elements. Resubmitting will be done at the next regular Board Meeting following the Remodeling Resident's submission of revised plans to Management.
6. Management will notify the Remodeling Resident of plan approval by transmitting a Remodeling Agreement requiring signature.
7. Complete the Remodeling Agreement as required and return to the Management Office with any necessary paperwork attached.
8. The Remodeling Resident is required to submit the unit to periodic inspections by Management, as determined necessary by Management.

#### CATEGORY D

Definition: Major modifications being made contiguous to common elements and/or electrical systems and two or more Units are to be joined.

Procedure: Board approval is required. Notification of Management is required. Completion of a Standard Remodeling Agreement is required. Completion of a License Agreement for Common Elements is required. Completion of a Unit alteration and Improvement Resolution may be required. A License Agreement and Covenant to run With the Units may be required.

Examples: As in Category C but also including the joining of two or more units.

Steps involved:

1. Obtain from Management a copy of the Remodeling Policies and Procedures.
2. Provide Management with an indication of your plans so that they can determine which Category your project falls into.
3. Complete the Remodeling Agreement and return it to the Management Office with paperwork as indicated.

Complete the License Agreement for Common Elements and return it to the Management Office.

4. Wait for Management to submit remodeling plans to the Board of Directors (at their next regular meeting) for review, comments and instructions.

Review of the plans by the Association's Consulting Architect and Engineer may be required. These consulting fees will be the expense of the Remodeling Resident.

Legal fees required completing any required License Agreements that are the expense of the Remodeling Resident.

Should any modifications be necessary to comply with recommendations by Management or the Consultants, Management will so notify the Remodeling Resident in writing and require that revised plans be submitted prior to approval.

5. Resubmitting to the Board of Directors may be required if modifications to the original plans are extensive or affect Common Elements. Resubmitting will be done at the next regular Board Meeting following the Remodeling Resident's submission of revised plans to Management.
6. In the event that a License Agreement and Covenant to Run with Units is required, the document must be custom drafted by the Association's legal counsel. This process should be recognized as one, which takes time. It is imperative that the Board act in the long term best interest of all owners and shall place in the Agreement and Covenant all necessary protections and remedies for 30 E. Huron Condominium Association. Any refusal of the Remodeling Resident to accept the protections and remedies deemed necessary by the Board shall result in denial of approval of the plans.
7. Management will notify the Remodeling Resident of plan approval by transmitting a Remodeling Agreement requiring signature.
8. Complete the Remodeling Agreement as required and return to the Management Office with any necessary paperwork attached.
9. The Remodeling Resident is required to submit the unit to periodic inspections by Management, as determined necessary by Management.
10. Should Management or the Board determine it appropriate, the Consulting Architect or Engineer may be required to make periodic inspections as well. The Remodeling Resident is required to submit the unit to such inspections upon notification by Management that an inspection is warranted. The expense for consulting inspections shall be the Remodeling Resident's responsibility.

**STANDARD REMODELING AGREEMENT 30 E. HURON CONDOMINIUM  
ASSOCIATION AGREEMENT**

Made as of this day of, 20, by and between 30 E. HURON CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation (hereinafter referred to as the "ASSOCIATION", located at 30 E. Huron, Chicago, Cook County, Illinois (hereinafter referred to as the "PROPERTY"); and owner of **Unit(s)** 30 E. Huron Street, Chicago, Illinois (hereinafter referred to as the "OWNER").

WHEREAS, OWNER is the owner of **Unit(s)** WHEREAS, the OWNER desires to make certain additions, alterations and improvements to the Units as described in Exhibit A attached, and made a part hereof (hereinafter referred to as the "PROJECT"); WHEREAS, the Declaration requires that the written consent of the Board be obtained as a condition to alterations requiring construction in, alteration to, or removal of any part or portion of the Common Elements, described therein; NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth therein, the ASSOCIATION and the OWNER agree as follows:

1. **CONSENT OF THE BOARD.** The ASSOCIATION hereby consents to the PROJECT subject to the terms and conditions hereinafter set forth.
2. **COMPLIANCE OF LAWS.** All work of construction shall be performed in strict compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter during construction, and with directions, rules and regulations of the fire inspectors, health officers, building inspectors or other offices of during construction acquiring jurisdiction thereof an in underwriters or representatives thereof as may be required by reason of the ASSOCIATION'S insurance coverage on the PROPERTY.
3. **BUILDING AND OTHER PERMITS.** The OWNER shall obtain such building permits and other permits, licenses and permissions as may be required by any public authority having jurisdiction and furnish copies thereof to the ASSOCIATION prior to the commencement of any construction.
4. **RELOCATION OF UTILITY SERVICE AND TELEVISION OUTLETS.** The OWNER agrees that any and all work of construction with respect to the removal of, addition to, or relocation of existing equipment and facilities (including but without limiting the items included in the definition of equipment and facilities - plumbing, heating, electrical and antenna outlets and conduits) shall be completed by or under the supervision of such contractors, companies and personnel equipment, facilities and television master antenna system servicing the PROPERTY.

5. SUPERVISION BY ASSOCIATION'S ARCHITECT. During construction the Board's Architect and authorized representatives shall have the right to make periodic inspections of the work of construction, to determine whether the work of construction is in accordance with the requirements of this agreement. The OWNER agrees to cause to be corrected any work which deviates from such requirements.
6. ARCHITECT'S FEES - OTHER EXPENSES. The OWNER agrees to promptly reimburse ASSOCIATION, upon demand, for the fees charged by the Board's Architect in connection with services performed in accordance with the remodeling procedures including review, inspection and recording on plat. The OWNER also agrees to pay all legal fees, recording as a result of the PROJECT.
7. MECHANICS' LIENS. The OWNER shall not create, suffer, or permit to be created to be filed against any portions of the PROPERTY other than the Units, any lien for labor done, or materials and services furnished in connection with the PROJECT, and agrees to indemnify and hold harmless the ASSOCIATION from and against any and all such liens. All contracts let by the OWNER or any general contractor employed by the OWNER for labor done, or materials and services furnished, in connection with the PROJECT shall contain an agreement by the contractor, subcontractor or material men that the labor done or materials and services furnished, in connection with the PROJECT shall not create or give rise to any lien against any part of portion of the Units or the Common Elements described in the Declaration of Condominium Ownership.
8. INSURANCE. At all times during the OWNER shall maintain, or cause to be maintained, a policy of general liability insurance for the mutual benefit of the OWNER and the ASSOCIATION, in form and amount and with a company reasonably satisfactory to the ASSOCIATION, expressly covering the hazards due to the work of construction and the PROJECT. See attached General Insurance Conditions. Prior to commencing all work in units, all outside contractors, not employed by 30 E. Huron as employees must have on file in the management office or attached to this agreement a copy of their certificate of insurance, containing minimum of coverage of \$1,000,000 per occurrence, liability and required worker's compensation coverage. The 30 E. Huron Condominium Association must be listed as an additional insured. This pertains to all categories A through D.
10. RECORDING - The OWNER agrees to execute a Memorandum of this Agreement so that the same may record with the Office of the Recorder of Deeds for Cook County, Illinois.

11. EFFECT - This Agreement shall be binding upon and shall insure to benefit to the heirs, personal representatives, administrators, and successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first set forth above.

OWNER:

\_\_\_\_\_

\_\_\_\_\_

ASSOCIATION: 30 E. HURON CONDOMINIUM ASSOCIATION

BY: \_\_\_\_\_

REMODELING APPROVAL

30 E. HURON CONDOMINIUM ASSOCIATION