

## VMHB Construction and Renovation Policies

To: VMHB Unit Owners

From: Property Manager and Board of Directors

Re: Construction/Renovation Approval Checklist

Date: April 10, 2014

To provide a smooth process through the approval procedure for construction or renovation work done in your unit, the following checklist is provided to assist you in providing the required documentation needed for Board approval.

- VMHB Renovation and Construction Agreement signed by contractor and unit owner (copy to the contractor)
- VMHB Indemnification Agreement signed by contractor and unit owner. (copy to the contractor)
- \$500 construction deposit payable to Village at Mount Hope Bay (VMHB) for projects with estimated cost of less than \$10,000 (\$1000 deposit for projects over \$10,000).
- Town of Tiverton Building Permit
  - Permit must list all work to be done including plumbing and electrical
  - If the scope of the job changes to include supplementary work, additional permits may be required
- Professional Licenses, if required
  - General Contractors
  - Mechanical & HVAC
  - Electrical
  - Plumbing
- Contractor's Certificate of Insurance (Copy of each subcontractors insurance must also be submitted)
  - Liability
  - Workers Compensation
  - VMHB and Management named as additionally insured
- Stamped Architect, Engineer or Contractors Plans / Drawings (when necessary)\*
- Approval of Abutters (when necessary)\*
- Stamped Structural Plans / Specifications (when necessary)\*
- Fire protection plans (when necessary)\*
  - Sprinkler head modification / replacement
  - Pull box / annunciator / detector modification / replacement

\* The Board and Property Management reserve the right to require plans, drawings, specifications or other information.

## **GENERAL RENOVATION AND CONSTRUCTION POLICIES**

The Declaration governs most renovations and construction of all residential units. Major construction/renovation projects can be noisy, create dust and odors, and have the potential to disrupt the lives of residents of neighboring units. To protect the interests of all unit owners while you modify your unit, and to preserve for all other unit owners a quiet enjoyment of their units, while allowing for reasonable amounts of noise and disruption during the construction, the Board of Directors has created the following policies that you and your contractor/tradesman must follow.

In addition, if you are planning renovations or repairs to your unit that are in any way structural in nature or affect the common area, you must submit plans to the Board of Directors for approval-please see Checklist. The Board of Directors of Village at Mount Hope Bay reserves the right to add additional conditions or require modifications of construction projects before granting approval. Please contact the Property Manager if you need assistance.

All alterations that affect common areas must be approved in advance by the Board. Such alternations must be promptly undertaken and completed, with all general area conditions restored at the same time.

Please note that the definition of “renovation” and “construction” covered by this document is limited to work that you or your agents may do in your unit that materially changes the appearance or floor plan of the unit, or entails a repair or modification of a structural element. It does not cover regular maintenance (which is not regulated) or minor work by the Owner or a tradesman. In all cases, the Property Manager shall be the final authority as to whether the work contemplated or in progress is classified as Renovation or Construction. Also, the Property Manager has the authority to stop construction or renovation if these policies are not followed, with Owner having a right to appeal this ruling to the Association Board of Directors.

These general renovation and construction policies exclude all building emergencies.

Whenever possible we ask that you apply these policies to all maintenance you do within your unit, so as to minimize any disruptions such work may create for your neighbors.

### **INSURANCE**

Your contractor must be insured and present a certificate of liability insurance for \$1 million naming the

Association and the management company as additional insured's. A copy of your building permit must be sent to Property Manager prior to construction.

### **VMHB RENOVATION AND CONSTRUCTION AGREEMENT**

- You and your contractor / tradesman must complete the Signature Page of the VMHB Renovation and Construction Agreement, acknowledging that you have received a copy of these policies and agreeing to abide by them.
- You and your contractor / tradesman must complete the Indemnifications page, acknowledging that you have received a copy.
- Copies of these Agreements are available in the Property Management office. This Signature Page and can also be found at the end of these policies.

## **CONSTRUCTION HOURS**

- Construction hours are Monday thru Friday from 8:00 a.m. to 6:00 p.m. No contractor shall enter the property, building or unit prior to 8:00 a.m.
- No work is permitted on weekends or Federal Holidays – unless it is an emergency. Federal Holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, and Christmas Day.
- In case of work due to an emergency, please notify the Property Manager immediately.
- A unit owner may submit a written request to the Board for an expansion of the specified construction hours. Requests are considered on a case-by-case basis.

## **DEPOSITS**

- All construction projects require a \$500 construction deposit prior to commencing construction (check payable to VMHB) for projects with estimated cost of less than \$10,000 (\$1000 deposit for projects over \$10,000) to repair any damage that may occur to the common areas. If there is no damage the deposit will be refunded.

## **BUILDING SECURITY (Midrise)**

- It is your responsibility to ensure that the entry door is kept closed. Entry doors that are latched open must be attended at all times.

## **PARKING**

- The unit owner is fully responsible for parking of contractors.
- All contractors must comply with VMHB parking policies.
- All materials, tools, etc. must go directly from the truck into the unit. The sidewalk is not to be used as a “staging area” for materials to be brought into the unit.
- After unloading, all construction and commercial vehicles must park in visitor parking. The vehicle cannot be parked in fire zones or on grass surfaces.

## **UNIT OWNER RESPONSIBILITIES**

- All interior Common corridor carpets and landings must be protected with plastic covering, drop cloths or other suitable material during deliveries of materials and removal of debris.
- Owners are responsible on a daily basis for the clean up of all debris left in the entry and hallways by their contractors.
- Repair for any damage(s) to common area(s) or unit(s) is the sole responsibility of the Owner of the unit doing the construction.
- Aggressive attempts must be made to contain dust infiltration and noxious odors.
- Board of Directors has the authority to stop your project for non-compliance with the building’s construction policies and hours.
- In the case of Units that are rented, it is the unit owner’s responsibility to notify their tenants of work scheduled and to arrange access for personnel. Building staff is not responsible for monitoring or providing access for contractors.

## **TRASH**

- No construction materials, used appliances, file cabinets, bedding, furniture, or the like, are permitted in the trash room or may be placed in the trash chutes. The trash collector will not accept these materials without compensation and prior arrangement.

- Units on the Second Floor and above: all demolition material must be removed via bagged waste or in removal carts.
- No dumpster shall remain overnight at a home or in the vicinity of the Midrise without the express permission of the Board of Directors.

#### **FLOOR FINISHING**

- All floor refinishing, whether new floors or old, shall be announced to the Property Manager at least three days in advance of the day of the anticipated work.
- Unit owner doing the floor work must contact each resident within the floor of construction and the floor above to notify them of the pending work.
- All windows and doors must remain fully open until all odors from the product have dissipated.
- It is recommended that floor finishing not be conducted on Fridays.

## INDEMNIFICATION AGREEMENT

### **Indemnification for Claims (Contractor)**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Village at Mount Hope Bay Condominium Association, the Board of Directors, each member of the Board of Directors individually, the property management company, the property manager, and their respective agents, subcontractors and employees (Collectively referred to as "VMHB") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Contractor's work, including without limitation, any claim, damage, loss or expense that (1) is attributable to bodily injury, sickness, disease or death, to direct or consequential injury to or destruction of property including the loss of use resulting there from and including theft, or (2) is caused in whole or in part by any intentional or negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

### **Indemnification for Claims (Unit Owner)**

To the fullest extent permitted by law, the Unit Owner shall indemnify and hold harmless the Village at Mount Hope Bay Condominium Association, the Board of Directors, each member of the Board of Directors individually, the property management company, the property manager and their respective agents, subcontractors and employees (Collectively referred to as "VMHB") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the representations or performance of the Unit Owner and or their Contractor's work, including without limitation, any claim, damage, loss or expense that (1) is attributable to bodily injury, sickness, disease or death, to direct or consequential injury to or destruction of property including the loss of use resulting there from and including theft, or (2) is caused in whole or in part by any intentional or negligent act or omission of the Contractor, anyone directly or indirectly employed by the Unit Owner and or their Contractor or anyone for whose acts the Unit Owner and or their Contractor may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

### **Indemnification for Liens**

The Contractor acknowledges that the only person that has engaged or has authority to engage the Contractor to perform work at and to the Unit is the Unit Owner, and that no person has requested, authorized or consented to the Contractor performing any work on the Common Areas of the VMHB. Each contractor will indemnify and hold harmless the Board of Directors in the event any lien is placed on the Common Areas VMHB by the Contractor or any of its direct or indirect subcontractors, suppliers or employees.

### **Agreement**

I understand and agree to abide by all of the provisions of this Indemnification Agreement. I understand that the failure to abide by any of the provisions can result in the imposition of a fine against the owner of the property. In addition, my company may be prohibited from doing any other work at Village at Mount Hope Bay Condominium Association.

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Unit Owner Signature \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name \_\_\_\_\_

## **RENOVATION AND CONSTRUCTION AGREEMENT**

The Declaration governs most renovations and construction of all residential units, as supplemented by policies of the Board of Directors. If you are planning renovations or repairs to your unit that are in any way structural in nature, or involve common area, you must submit plans to the Board of Directors for approval. The Board of Directors of Village at Mount Hope bay reserves the right to add additional conditions or require modifications of construction projects before granting approval. Please contact the Property Manager if you need assistance.

All alterations that affect common areas must be approved in advance by the Board. Such alterations must be promptly undertaken and completed, with all general area conditions restored at the same time.

Neighbors adversely affected by an infraction of VMHB construction policies, at any time, should contact the Property Manager.

For your convenience, we have listed below some of the key elements of the VMHB General Renovation and Construction Policies. However, you and your contractor are responsible for abiding by all of the policies:

### **INSURANCE**

Your contractor must be insured and present a certificate of liability insurance for \$1 million naming the Condominium and the management company as additional insured. A copy of your building permit must be sent to the Property Manager prior to construction.

### **OTHER CONDITIONS**

- All unit owners must post a \$500 construction deposit prior to commencing construction (check payable to VMHB) for projects with estimated cost of less than \$10,000 (\$1000 deposit for projects over \$10,000) to repair any damage that may occur to the common areas. If there is no damage the deposit will be refunded.
- Repair for any damage(s) to common area(s) or unit(s) is the sole responsibility of the owner of the unit doing the construction.
- Aggressive attempts must be made to contain dust infiltration and noxious odors,
- Construction hours are Monday thru Friday from 8:00 a.m. to 6:00 p.m. No work is permitted on weekends or Federal Holidays – unless it's an emergency. Federal Holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.
- All contractors must comply with VMHB parking policies.
- All interior Common corridor carpets and landings must be protected with plastic covering, drop cloths or other suitable material during deliveries of materials and removal of debris.
- Owners are responsible for the clean up of all debris left in the entry and hallways by their contractors on a daily basis.
- A unit owner may submit a written request to the Board for an expansion of the specified construction hours.
- It is the unit owner's responsibility to notify their tenants of work scheduled and to arrange access for personnel.
- Please close entry doors immediately behind you. Entry doors that are latched open must be attended at all times.
- No construction materials, used appliances, file cabinets, bedding, furniture, or the like, are permitted in the trash room. The trash collector will not accept these materials without compensation and prior arrangement.
- All floor refinishing must be announced to the Property Manager and all other residents within the affected bay at least 3 days in advance. All windows and doors must remain open until all odors have dissipated.

## RENOVATION AND CONSTRUCTION AGREEMENT

I have received, read and agree to abide by the Village at Mount Hope Bay General Renovation and Construction Policies, summarized above. In the event of a dispute, the actual Policies will apply.

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Unit Owner Signature \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name \_\_\_\_\_