

**NEWBERRY PLAZA
CONDOMINIUM ASSOCIATION**



**REMODELING AND
CONSTRUCTION RULES
AND GUIDELINES**

Revised 3/16/15



Dear Newberry Plaza Resident:

Management and/or the Board of Directors have both, sole and absolute discretion to approve a contractor before working in the building, and the sole and absolute discretion to terminate any contractor, or any of its employees, from continuing to work in the building.

After you have had a chance to fill out and return all of the necessary remodeling project paperwork please call management and schedule your pre-construction meeting.

Management requests that your general contractor be present at this meeting. A tentative project inspection schedule for various phases of the project – electric, plumbing, flooring, etc. – will be set up at this meeting. Management and maintenance jointly will perform all project inspections.

Management requests that neither you nor your contractor compensate maintenance during the project for performing any of their routine job tasks. If at any time a Newberry Plaza employee requests money from you or your contractor please contact the Management Office immediately. At no time should anyone from maintenance be paid for performing a regular job task.

Thank you in advance for your cooperation. If you have any questions please call the Management Office at (312) 787-1040.

Sincerely,

Patty Stepek,
Property Manager
Newberry Plaza Condominium Association

Management Inspection Checklist

Date	Inspected
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Master Bathroom

- GFI receptacles **required** within 5 feet of any plumbing fixture
- No PVC pipe allowed
- Fire break in place
- Pipe chase must be sealed when finished
- No Drywall behind tile areas of shower

Guest Bathroom

- GFI receptacles required within 5 feet of any plumbing fixture
- No PVC pipe allowed
- Fire break in place
- Pipe chase must be sealed when finished
- No Drywall behind tile areas of shower

Kitchen

- All flexible water supply lines must be stainless steel (no PVC) and rated at 2500 PSI

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General

- Electrical inspected before wall closed
- All Piping inspected before walls closed
- All sub flooring inspected before final covering
- Fire breaks must be maintained between apartments and in case
- All drain lines to Mains must be replaced either Galvanized pipe or Copper (NO PVC)
- No modifications allowed to exhaust, vents or registers without Managements approval
- All plumbing fixtures must have independent shut off valves
- All walls, where insulation has been removed, must be replaced with proper insulation

Hallways

- Common area damage:

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Final Inspection	Chief Engineer	Management
Date:		



Re: Certificates of Insurance; Additional Insured

To Whom It May Concern:

To be protected in the event of an unforeseen incident, the following need to be included as “additional named insured” on all contractual certificates of insurance:

Newberry Plaza Condominium Association
Sudler Property Management, as Managing Agent

Workers Compensation Insurance shall cover all persons employed in respect to construction of the Improvement, in statutory amounts (such policy may be carried in the name of the Owner’s contractors).

Comprehensive General Liability Insurance should be in an amount of not less than \$1,000,000 per person per occurrence for bodily injury and death and similar limits for property damage.

We thank you for your cooperation. If you have any questions, please feel free to contact the management office at (312) 787-1040.

Sincerely,
NEWBERRY PLAZA CONDOMINIUM ASSOCIATION

Assistant Property Manager
Sudler Property Management, as Managing Agent

NEWBERRY PLAZA CONDOMINIUM ASSOCIATION

REMODELING & CONSTRUCTION OVERVIEW

This outline provides a minimum guideline and shall not be construed as an all-inclusive list of regulation and requirements. Its purpose is to protect the safety and comfort of all residents and to preserve the integrity of the building structure and those elements which are community, rather than private property. All remodeling must comply with all applicable code requirements and restrictions. Unit owners are responsible for the actions of, and any damage caused by, their contractors.

Remodeling projects have been divided into four categories, which are defined on the following pages, along with notification and approval requirements. Approval may take up to one week, even longer on complex remodeling projects.

Category A: Projects, which do not affect any common elements that are so minor that no formal construction review is required.

1. Painting and/or wallpapering.
2. Installation or removal of carpeting.

Requirements: As of April 2010, federal law requires that contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, child care facilities, and schools built before 1978 to be certified and follow specific work practices to prevent lead contamination. Management should be notified in advance.

Category B: Minor projects requiring Management notification and possible inspection.

1. Replacing kitchen cabinets, if placement of cabinets does not vary from original installation.
2. Sink and faucet replacement.
3. Refrigeration installation involving ice maker or water faucet.
4. Dishwasher installation.

Requirements: Management notification and written approval is required. Approval may take up to one week. If any of the above items are to be relocated, Management must review plans with the Chief Engineer and the owners Architect. Certificates of insurance from all contractors must be submitted to Management as part of the Approval Checklist. Work is subject to inspection by Management, or other designated representatives of the Association.

As of April 2010, federal law requires that contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, child care facilities, and schools built before 1978 to be certified and follow specific work practices to prevent lead contamination.

Category C: Complex projects requiring Management's written approval and inspection.

These projects include Category B projects and may involve common elements and/or extensions or interruptions to electrical, phone, cable TV or plumbing systems. Such projects include, but are not limited to.

1. Termination or rerouting of plumbing, electrical or telephone systems.
2. Altering or closing of plumbing pipes.
3. Wall alterations.
4. Hard surface flooring (marble, ceramic tile, hardwood flooring, etc.)
5. Any action affecting operation of ventilation system.
6. Tub Replacement, Jacuzzi or Whirlpool.

Requirements: Submission of drawings to Management. Management approval is required which may take up to two weeks. Certificates of insurance from all contractors must be submitted to Management prior to granting approval. Contractors and owners must abide by further requirements, changes, etc., noted on drawings by the Association architectural representative and the Chief Engineer. Inspection by Management representative required prior to closing up of any walls or other areas concealing plumbing or electrical work or flooring underlayment.

As of April 2010, federal law requires that contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, child care facilities, and schools built before 1978 to be certified and follow specific work practices to prevent lead contamination.

Category D: Projects requiring Board approval and signing of License Agreement.

These projects include any combination of units or the common elements.

1. Moving location of entry door(s) into common area corridor.
2. Cutting into or through any concrete slabs requires the Structural Engineer's drawings and a scheduled meeting with the Chief Engineer.

Requirements: Submission of architectural drawings to Management. Written Management approval is required and may take up to 60 days. Certificates of insurance from all contractors must be submitted to Management prior to Management granting approval. Approval of Board of Directors required. Signed License Agreement required if any part of the common elements are incorporated into a unit. Contractors and owners must abide by further requirements, changes etc., as noted on drawing by Association architectural representative and the Chief Engineer. Inspection by Management representative required prior to closing up any walls or other areas concealing plumbing or electrical work or flooring underlayment. Should the Association require the services of a structural engineer to review a proposal to combine units through concrete walls or ceilings, the owner is responsible for this expense.

As of April 2010, federal law requires that contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, child care facilities, and schools built before 1978 to be certified and follow specific work practices to prevent lead contamination.

Management strongly suggests that you sit down with your contractor to discuss and fully understand Newberry Plaza Condominium Association's Rules and also the City of Chicago codes. Items of particular concern for discussion with your contractor are as follows:

- Bathroom Wall Tile Replacement – Plasterboard is not allowed. Only Green Board or Duro Rockboard or Mortar Board is allowed.
- No PVC pipe allowed
- GFI receptacles required within 5 feet of any plumbing fixture.
- All plumbing fixtures are required to have independent shut off valves.
- All walls, where insulation has been removed, must be replaced with proper insulation.
- No modifications allowed to exhausts, vents or registers.
- Modifications to phone risers and cable risers must be put in writing and approved by the Chief Engineer.
- No modifications to cable systems.
- Junction boxes for electrical or phones cannot be buried in the walls.
- Many kitchen and bathroom vanities are piped back to back – removal of J Bends require a plug or cap on pipes left overnight to prevent floods and sewer gas from entering units.
- All dishwasher installations require an air gap on the dishwasher drain line.
Access must be maintained at all times to HVAC intake register.

Noise: Type 1 and Type 2

Owner’s who violate, or whose contractor or tenant violates, the noise rules listed below will be fined for each violation.

1. **“Type 1”** noise is usually associated with construction such as chipping, drilling, jack hammering and pounding. Noise which can be easily transmitted from one unit to another through common walls, floors and ceilings is considered **“Type 1”** noise.

Requirement: Owner must provide 48 hour advance notice for any noise as a result of cutting, chipping, jack hammering or drilling into the concrete so that Management can notify neighbors on their floor and also above and below the construction.

Remodeling, which creates **Type 1** noise, is allowed at the following times:

9:00 A.M. to 5:00 P.M. Monday through Friday

No **Type 1** noise is permitted on Saturdays, Sundays or Holidays. Management will make every effort to notify neighbors of the upcoming construction. Unfortunately, noise travels quite far throughout the building. Therefore, letters will go out to 5 floors above the construction and 5 floors below the construction.

2. **“Type 2”** noise is usually associated with minor remodeling or repairs which only occasionally penetrate through the perimeters of the unit. Work such as painting and wall papering are not considered noisy work, Carpet removal, etc. would constitute. **“Type 2”** noise and is allowed during the following hours:

9:00 A.M. to 5:00 P.M. Monday through Friday

10:00 A.M. to 5:00 P.M. on Saturday

No construction of “Type 2” noise is allowed on Sundays or Holidays.

If you have any questions, or need a Corridor License Agreement, please contact *the Assistant Manager* in the Management Office at 312-787-1040 regarding your remodeling.

Unit # _____

Date Received _____

**NEWBERRY PLAZA CONDOMINIUM ASSOCIATION
REMODELING APPROVAL CHECKLIST**

THE FOLLOWING ITEMS HAVE BEEN RECEIVED:

_____ Signed & completed **“Acknowledgment of Receipt” Attachment 1**

_____ Signed & completed **“Remodeling Indemnity Agreement” Attachment 9**

_____ Signed & completed **“Final Inspection/Damage Security Deposit Agreement” Attachment 10**

_____ Signed & completed **“Side Job Policy” Attachment 11**

_____ Signed & completed **“Authorization to Enter” Attachment 12**

_____ Signed & completed **“Acknowledgement of Holidays” Attachment 13**

_____ Signed & completed **“Hold Harmless Agreement” Attachment 14**

_____ Signed & completed **“Permit Requirements” Attachment 15**

_____ Final Inspection/Damage Security Deposit - check or money order

_____ List of Contractors & Certificates of Insurance

Name _____ Certificate _____

Name _____ Certificate _____

_____ Written specifications & scope of work

_____ Floor plan/drawing/diagram (if applicable)

_____ Copy of the **EPA LEAD RENOVATOR CERTIFICATE**

Start / End Date _____

Owner Name / Phone # Day _____

A / E / Contractor _____

NO PVC ALLOWED; GFI RECEPTACLES REQUIRED WITHIN 5FT OF ANY PLUMBING FIXTURE

Approved:

_____ Date _____

Chief Engineer

_____ Date _____

Property Manager

Approval letter sent to unit owner on: _____

Final Inspection/Damage Security Deposit returned on: _____

**NEWBERRY PLAZA CONDOMINIUM ASSOCIATION
REMODELING PACKAGE**

I (we) have received a copy of the Newberry Plaza Condominium Association (NPCA) Remodeling Package, which contains:

- City of Chicago Building Permits for Remodeling Work**
- Certificate of Insurance; Additional Insured Requirements**
- NPCA Remodeling Rules Overview**
- NPCA Remodeling Approval Checklist**
- Attachment 1 – NPCA Acknowledgment of Receipt**
- Attachment 2 – Rule IX of the NPCA’s Rules and Regulations**
- Attachment 3 – General Terms and Conditions**
- Attachment 4 – Floor Covering Requirements & Asbestos Removal of Floor Tiles**
- Attachment 5 – Plumbing Requirements & Pipe Freeze Requirements**
- Attachment 6 – Electrical Requirements**
- Attachment 7 – Specifications for Balcony Doors & Flooring**
- Attachment 8 – Construction Rules for Dryer Installation**
- Attachment 9 – Remodeling Indemnity Agreement**
- Attachment 10 – Final Inspection/Damage Security Deposit Agreement**
- Attachment 11 - Acknowledgement of Side Job Policy**
- Attachment 12 – Authorization to Enter for all Contractors**
- Attachment 13 – Acknowledgement of Holidays**
- Attachment 14 – Hold Harmless Agreement**

I (we) understand that all documentation and approval must be on file in the Management Office prior to the commencement of any work.

I (we) further understand that a written authorization from the Association or its Agent must be obtained prior to the commencement of any work and that subsequent changes to originally presented and approved plans for redecoration of Unit(s) must be approved by the Association’s Board of Directors.

I (we) agree to make available for inspection a copy of written authorization of remodeling work upon request by Management, and /or the maintenance staff during periodic inspections of the work.

I (we) agree to submit copies of “As Builts” plans to the Management Office in writing upon completion of this work.

I (we) have read all of the above documents, if applicable to my (our) remodeling and construction activities, and agree to abide by the requirements in the above documents.

I (we) agree to advise the Management Office in writing upon completion of the work.

Date _____ Signature of Owner _____

RULE IX OF THE NPCA'S RULES AND REGULATIONS**ENFORCEMENT POLICIES AND FEES**

In the event of a violation of any of the provisions of the Declaration, By-Laws and/or rules and regulations of the Association, the Board may, in addition to other rights and remedies available at law or in equity, pursuant to the Declaration, By-Laws, or Condominium Property Act, proceed as follows:

- a. Upon a violation, the Owner shall be notified of the violation by the Managing Agent or the appropriate authorization personnel of the Association and, if the Board so elects, by the Association's attorney.
- b. Notifications of violations may also contain such demands as are deemed necessary to protect the interests of the Association in accordance with the provisions of the Condominium Property Act, the Declaration and By-Laws and/or Rules and Guidelines of the Association.
- c. If any Owner feels that he has been wrongly or unjustly charged with a violation hereunder, the Owner may, within ten (10) days after notification according to Paragraph 1 of this section, submit in writing a protest to the Board stating the reasons the Owner feels that there is or was no violation. An Owner may request a hearing with the Board within 30 days of the notice.
- d. A hearing on the violations shall be held at the time, date and place stated in the Notice(s) of Violation.
 - i. At the hearing, the Board shall have the authority, at its discretion, to continue the hearing without further notice, either at the request of the Owner or upon the Board's own motion.
 - ii. Should no protest be filed or if the Owner fails to attend the hearing, the allegations in the Notice of Violation may be, at the Board's discretion, deemed admitted.
 - iii. Should a protest be filed or if the Owner attends the hearing, the Board shall consider arguments, evidence or statements regarding the alleged violation.
 - iv. At the hearing, an Owner may be represented by an attorney. However, if an attorney appears on behalf of the Owner, the Board may continue the hearing until the Association's attorney has been consulted or is present.
 - v. After a hearing, the Board shall state its determination regarding the alleged violation. If the Board determines that a violation has occurred, the Board shall determine and assess: the fine in accordance with paragraph 7 below; the amount, if any, of attorney's fees incurred by the Association; and the amount, if any of costs, damages, expenses, and other charges attributable to or resulting from the violation. In addition, the Board may determine that there are or may be costs, damages,

expenses, and other charges including attorney's fees, attributable to or resulting from the violation, that will be incurred in the future, and the Board may authorize the Managing Agent to access such charges to the Owner's account and against the Owner's Unit as such charges are incurred. The decision of the Board shall be final and binding on the Owner, who shall be notified of the Board's determinations.

- vi. Payment of amounts assessed under this section shall become due and owing when the Board has completed its determination. Failure to make payment in full within 30 days following notification of the Board's determination shall subject the Owner to all of the legal or equitable remedies necessary for the collection of same. Amounts assessed under this section shall be added to and deemed a part of the Common Expenses of the unit associated with the violation or the violator(s), and the Association shall have a lien on the unit for the amount thereof.
6. Notices are deemed made when deposited in the United States mail, postage prepaid, to the Owner at the Unit address, or to such other address as the Owner may have previously filed with the Management Office.
 7. The Board may levy a fine(s) for violations of the Declaration, By-Laws, Rules and Regulations, and/or agreements of the Association. The Board may annually set the fines rates in its Budget.
 8. The Board will annually set all fees in its Budget.
 9. The Board will annually publish in its Budget submission to the Owners the Board's proposed fine and fee schedule, and will notify the Owners if those fines and fees change as a result of the approved Budget.

GENERAL TERMS AND CONDITIONS

1. Work in the unit shall only be conducted between the hours of 9:00 A.M. and 5:00 P.M. Monday through Friday and **Saturdays from 10:00 A.M. and 5:00 P.M. (limited to Type 2 Noise)**. No work is allowed on Sundays or Holidays.
2. The owner must provide authorization for workmen to enter the unit if the office is to provide a key to them. Each contractor will be required to sign in and out with the personnel in the Receiving Room. Only authorized contractors will be admitted into the building. (As provided by list given to the office by owner prior to remodeling commencing.) Delivery of large materials requires scheduling an elevator through BuildingLink.com by the owner.
3. In order to prevent damage to the common areas, adhesive plastic must be laid neatly down in the corridor for the duration of each work day and also in the elevators while construction items are being transported through the building. Interior walls and doors must also be protected from potential scratches or damage. All protective items must be removed at the end of each working day and all debris vacuumed nightly by the contractor. A charge will be assessed to the Unit Owner if this work has to be completed by building personnel.
4. Contractors must unload all materials at the loading dock area; proceed to park their vehicles in the garage or on the street. No vehicle shall be allowed to park in the loading dock area or circular drive. No contractor shall be allowed to walk through the Lobby with any tools or materials at any time.
5. The use of air hammers is not permitted except with Board approval.
6. All debris must be put into covered containers within the unit and removed from the building at the Owner's expense. In addition, the Owner is responsible for removing from the Building all carpeting, cabinets, appliances and fixtures. The Owner must state the method of removal when executing a remodeling Indemnity Agreement. The Owner may have the Management Office remove items from the dock for a charge to be determined by the Association's trash removal service. The use of the common floor garbage chute for disposal of construction materials is strictly prohibited.
7. Any damage whatsoever that is caused to the Building, whether it is to the property owned by Newberry Plaza Condominium Association, or to the other units within the Condominium Association by work performed in the unit being remodeled, shall be repaired at the expense of the Owner.
8. Anyone using flammable material must notify the Management Office and shall include an appropriate fire extinguisher as a part of their equipment.
9. The owner is responsible for securing all required permits.

10. All work is subject to inspection by building personnel or its agent. The Building Management reserves the right to stop or cause to delay any work which has not been approved or which deviates from the approved plan.
11. When an adjoining party wall is opened and any mechanical, electrical communication or cable work is done, the gypsum board shall not be re-installed until the work has been inspected by the building's Chief Engineer.
12. Owners must submit detailed plans and specifications for the proposed remodeling to the Management Office. The Board of Directors shall review, however, shall not be liable to the Owner or any third party in connection with said review and the Board's approval of any alternations shall not be construed as a warranty or acknowledgment of the sufficiency of such alterations for any purpose whatsoever or as a waiver of any of the requirement herein or in the Remodeling Indemnity Agreement (Attached), executed in connection herewith. If the Board determines that outside engineers or outside architectural consultation is necessary, the Owner shall be responsible for any cost incurred for such services.
13. Please consult the Newberry Plaza Management Office before having plans prepared, to ensure that the plans do not include, but are not limited to, the following changes which are prohibited:

Any material penetration of the concrete floor slab, junction box within prescribed limits for the relocation or termination of the TV cable system or electrical system. Work on the concrete slab must be coordinated with the Management Office and only be conducted by the Board of Directors.

Any changes to the water/waste risers, drain lines, unit entrance doors, building communication systems, electric circuit breakers or TV cables and equipment.

Any changes to structural or load bearing columns, etc.

Alterations to vents or exhausts.
14. The Newberry Plaza Board of Directors has provided an agreement covering conditions that must be met when there are alterations to the corridor space. A copy of this agreement is attached and must be completed by the owner.

FLOOR COVERING REQUIREMENTS

Residents may not install hard floor covering without adequate sound deadening insulation between the covering and the concrete. All flooring, except in bathrooms, must conform to the specifications listed below unless written permission is obtained from the Board of directors. Special attention must be made to the proper removal of original vinyl floor tile containing asbestos as detailed below.

- A. Carpeting must be placed over at least 31 ounce 3/8" foam rubber, or 80 ounce sponge rubber, or equivalent sound resistant padding.
- B. Regiment floor tile must be installed over sound conditioned felt paper, or a minimum of 1/4" dense cork, so as to reduce sound transmission to the same level as the carpeted areas.
- C. Wood, parquet, or similar materials must be installed over a minimum of 3/4" plywood, properly applied with a minimum 1/8" mastic on both top and bottom and 1/4" dense cork adhered to concrete or old floor. Or, Styrene Butadien Rubber of thickness of .180" is also accepted.
- D. Natural marble, flagstone, ceramic tile, and similar materials shall be installed over dense cork.
- E. In every installation process, appropriate sound deadening material shall be added or used to minimize sound or noise transmission. If Jiff Set is used, a liquid vinyl additive is to be used.
- F. All underlayment must meet an IIC rating of 55 on an 8" slab of concrete with no ceiling assembly.

Shiner & Associates, Inc. guidelines for floor installation

The following requirements apply to new flooring installations, whether installed on the existing structural floor or on the existing floor system.

1. Carpet

All new carpet must be installed over standard padding. Area rugs over hard surface flooring do not qualify as carpeting.

2. Hard Surface Flooring

All new hard surface flooring (wood, stone, ceramic tile, vinyl tile, etc.) must be installed over an approved impact control membrane, which enables the floor/ceiling assembly to achieve a minimum Field Impact Insulation Class rating of FIIC 55 when tested in accordance with ASTM E-1007 (Field Measurement of Tapping Machine Impact Sound Transmission Through Floor-Ceiling Assemblies and Associated Support Structures), with classification in accordance with ASTM E-989 (Determination of Impact Insulation Class (IIC)). Each type of finish flooring may be installed with any of several alternative flooring membranes as follows. Any deviation from these products should be submitted to an independent acoustical consultant for review.

1. For "floating" engineered wood flooring, acceptable impact control membranes include "The Silencer", The Floor Muffler or 1/2" AcoustiCork.
2. For glue down hardwood flooring, an acceptable product is the Sika Accubond system.
3. For nail down hardwood flooring, acceptable products include Enkasonic 9110, Kinetics SR Board, AcoustiTech 5000, Regupol 4010 and Quite Qurl 6040. Two layers of 1/2" plywood over the top (overlayment) with staggered seams will be required for a nailing surface. In this installation, it is imperative that the nails do not penetrate the bottom layer of plywood or the impact control membrane.

4. For natural marble, flagstone, ceramic tile and similar materials, acceptable products include

Enkasonic 9110, Kinetics SR Board and quiet Qurl 6040. Each of these products will require a minimum of two layers of ½” cement board overlay (staggered seams) with the tile in a mortar bed or adhesively applied to the cement board. It should be noted that final installation details and proper overlayment materials must be approved by the resilient underlayment manufacturer to verify that tiles and grout joints will not crack.

5. For vinyl tile and sheet vinyl, an acceptable product is ½” AcoustiCork with an overlayment of ½” plywood.

All resiliently mounted flooring systems must include perimeter isolation. Installation of the perimeter isolation should be as follows:

Apply acoustical sealant to the back side of perimeter isolation barrier. The perimeter isolation barrier should be ¼” – 3/8” thick closed cell polyethylene foam or fiberglass board. The width of the barrier should be a minimum of 3”. Firmly press and adhere the isolation material to the wall around the perimeter of the room. This material provides an acoustical break between the wall and the floor. Note that the perimeter isolation should never be mechanically fastened.

Removal of original, brown 9 x 9 floor tile and mastic:

For any units that still have the original, brown 9x9 floor tile, management would highly recommend that any floor covering be placed on top of this tile if it is still in good condition. If the tile is not in good condition, or if the owner wants to remove it, the unit owner must contact a licensed asbestos abatement company for removal and disposal.

PLUMBING REQUIREMENTS

1. All plumbing work is to be completed by a licensed plumber in a safe and workman like manner and in accordance with all code requirements.
2. The Chief Engineer for the Building must be present when the actual work begins. Two day notice is required through the Management Office.
3. The relocation of any water risers, waste lines, or venting stacks is strictly prohibited.
4. All connections made to the building venting or plumbing must be pre-approved.
5. Individual shut-off valves are required for all newly installed fixtures. There is an actual time charge and material charge for each pipe freeze. Five (5) days' notice is required through the Management Office.
6. Any drain line which exceeds a five foot run from the fixture to the main waste line is required to be properly vented.
7. All steam room, sauna, whirlpool or permanently installed humidifier components must be approved by the Building Management or its agents prior to installation.
8. Pipe freezes will be billed to the Unit Owner at \$50.00 per day.
9. If a new tub or shower is installed the drain line nipple must be replaced.
10. If a bathroom floor or toilet is replaced a new flange must be installed for the toilet.
11. Kitchen and /or Bathroom sink original galvanized drain lines must be replaced.

PIPE FREEZE PROCEDURES

1. Pipe Freeze is \$50.00 per set plus parts and labor.
2. Pipe Freezes are scheduled on Tuesdays, Wednesdays and Thursdays between the hours of 9:00 A.M. and Noon. There are no exceptions.
3. Requests for Pipe Freezes should be submitted to the Management Office for scheduling with the Chief Engineer or Assistant Engineer one week in advance of the date that the Pipe Freeze is needed.
4. An owner should state in his or her request the reason for the Pipe Freeze. This will determine if a remodeling packet is needed.
5. An owner should inform contractor/plumber that they must be on site by 9:00 A.M. If the contractor/plumber is not here by 10:00 A.M., the Management Office will cancel the Pipe Freeze for that day. However, the \$50.00 fee will still be charged to the Unit Owner. Additionally, a Pipe Freeze will not be rescheduled until the next date available. The Association will not take any responsibility for payment or reimbursement of fees to unit owners or contractors.
6. Plumber/contractor must have all materials on site before the Pipe is frozen. The Association will not supply any materials.
7. Only one Pipe Freeze will be scheduled per work day.
8. If we are replacing the shut-off valves as part of the freeze, please specify how many ports that you will need to service the refrigerator, dishwasher, etc.

ELECTRICAL REQUIREMENTS

1. All electrical work must be completed by a licensed electrician in a safe and workmanlike manner in accordance with all code requirements.
2. Electrical panels must provide an unobstructed clearance for a minimum of thirty (30) inches. Adjustable shelves and removable closet rods are considered obstructions.
3. No wall, floor or ceiling electrical boxes may be buried after removal of a receptacle or fixture until all wiring is no longer in use has been removed.
4. Electrical panels must be covered or protected at all times.
5. Ground Fault Interruption receptacles must be used in all bathrooms and kitchens, 5 feet from water source.
6. All steam room, sauna, whirlpool, washer/dryer or dishwasher electrical components and enclosures must be approved by the Building Management or its agents prior to installation in the Unit.
7. All work to be completed on telephone lines must be completed by a qualified low voltage telephone line specialist.
8. Installation of additional circuit breakers to the electrical panel must receive prior approval of Building Management or its authorized agent.
9. All whirlpools and saunas require use of a Ground Fault Interrupter.

BALCONY DOORS, FLOORING, WALLS & CEILING

Balcony Door replacements must be approved by Management. Doors should be hollow core metal doors with exterior painted with Benjamin Moore, Ironclad Retardo Bronze tone #16360, paint only. The standard size door should be made of 18 gauge steel or 1/8" thick aluminum. Only tempered thermo pane safety glass may be used. The existing wind retainer should be reused. In addition, a second door stop should be mounted on the concrete wall 6" from the floor. All door designs should have a snug fit; this includes proper adjustment of striker, lock and proper adjustment of striker, lock and proper weather stripping. All installations must be inspected by the Chief Engineer.

Balcony Floor slabs, walls and ceiling under hangs may not be altered in any way at any time. Temporary and/or permanent balcony floor coverings of any kind are not allowed, with the exception of a wood deck or tile covering which may be installed with prior written approval of the Board and must be installed as per the approved specification:

Option I. Wood Decking – The wood deck should be constructed on wood sleepers and blocking to allow for the drainage of water from under the deck. The deck flooring should be constructed with gaps between the deck boards to allow for ventilation of the concrete deck surfaces. If an existing waterproofing membrane is in place on the deck, support points should be isolated from the membrane with neoprene bearing pads. All fasteners should be non-corrosive and should not be anchored to the concrete surface. Periodic maintenance of the deck should include lifting the deck to clean debris from under the deck.

Option II. Tile Systems – Tile systems can be installed if applied over a waterproofing system. The waterproofing system is typically an asphalt based or urethane material bonded to the deck surface that is approved for the application of tile. The asphalt based membrane must be covered to protected because it can be attacked by ultraviolet light and is not intended to perform under direct foot traffic. Tremco and Sonneborn manufacture systems are suitable for thin set tile applications.

CONSTRUCTION RULES FOR DRYER INSTALLATION

- General:** The following construction rules apply for the installation of dryers in residential units at Newberry Plaza. Electrical dryers are permitted; however, they must be internally vented. Direct connecting to the building's ventilation system is prohibited.
- Inspection:** Electrical work must be inspected by the Building Engineer before the wall is enclosed or a cover plate is installed. All work must be approved by the Engineer before appliances may be accepted for delivery to the building.
- Permits:** Unit owners are required to obtain the appropriate permits from the City of Chicago before initiation of plumbing or electrical revisions.
- Ventilation:** Dryer Exhaust must be vented within the residential unit through a filtered lint trap. Connection of dryer exhaust to the building's ventilation system is strictly prohibited. Water filtered lint traps as illustrated in sketch 3 and 4 are available at local hardware stores.
- Electrical:** Electrical requirements will depend upon the type of dryer selected and the design of the kitchen/laundry room.

If a 240 volt dryer is installed in a kitchen and the range is not removed, a new 6 circuit 60 amp sub panel is required. Sketch 5 illustrates the installation of a new sub panel, a 20 amp 120 volt circuit for the washing and 30 amp 240 volt circuits for the dryer. Unit owners are aware that with this configuration, the residential units do not have sufficient power for simultaneous operation of the electric range and a 240 volt electric dryer.

*Management and Maintenance are currently revising in unit washing machine installation specifications per the City of Chicago building code. Please inquire within the Management Office if your project includes the installation of a washing machine.

If two or more residential units are combined and the range in one kitchen is removed, a new sub panel is not required. The existing 50 amp circuit breaker in the main panel should be replaced with a 30 amp breaker, and the abandoned range circuit may be used for 240 volt dryer.

A new sub panel is not required for the installation of a 120 volt dryer (1500 watts or less). The unit owner should verify that the outlet to be used for the dryer is serviced with a 20 amp circuit. Unit owners should be aware that a 120 volt 20 amp circuit may not provide sufficient power for simultaneous power for simultaneous operation of the dryer and other heat generating appliances such as a microwave or toaster oven.

All electrical work is to be completed by a licensed electrician in a safe and workmanlike manner. All appliances shall be grounded in accordance with the City of Chicago Electrical Code.

Noise Isolation: Fabcel 200 Machinery Mounting Pads (6" x 6" x 1/2") must be in place under each corner of the appliance(s) during operation.

Dryers which are permanently installed within six inches of other stationary objects must have rubber bumpers on the side panels. Portable units which will not contact other objects during operation do not require side panel bumpers.

REMODELING INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT made and entered into as of this _____ day of _____, 20____ by _____ (“Indemnitor”).

RECITALS:

- A. _____ and _____ are the Unit owners of Unit _____ (the “Unit”) in the condominium property and are the Indemnitors as referenced throughout this agreement located at 1030 North State Street, Chicago, Illinois and commonly known as Newberry Plaza Condominium (“said Condominium and the units and elements thereof are hereinafter referred to as the Condominium Property”).
- B. Indemnitors have submitted to the Board of Directors of the Association (“Board”) plans and specifications described on Attachment _____ attached hereto (the “Plans”) for the construction of certain improvements (the “Work”) in the Unit and have requested the Board’s approval thereof pursuant to Section V.D. of the Declaration of Condominium Ownership and of the Easements, Restrictions, covenants and By-Laws for Newberry Plaza Condominium Association (the “Declaration”).
- C. The Indemnitors are delivering this Agreement to the Association as an inducement to the Association to approve the Plans.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the Indemnitors agree as follows:

1. The work shall be performed subject to the following:

- (a) Indemnitor shall cause the Work to be performed (i) in accordance with the Plans, in good and workmanlike manner and in accordance with all applicable governmental laws, statues, ordinances, codes, rules and regulations and (ii) in accordance with the provisions of the Declaration.
- (b) Indemnitors shall furnish the Board upon request with certification from the licensed architect or structural engineer that the Work, if performed in accordance with the Plans, will conform to all applicable governmental laws, statues, ordinances, codes, rules and regulations will not cause any structural impairment to the Condominium Property and will not damage the mechanical, electrical, heating, ventilation or air-conditioning systems of the Condominium Property. Indemnitors shall not make or cause any other party to make any material modification to the Plans after furnishing the Board with the aforesaid certification.

- (c) Prior to the commencement of the Work, Indemnitor shall furnish the Board with copies of all building permits, licenses, approvals, certificates, authorizations and satisfactory evidence of the payment of all fees relating to the work.
 - (d) Indemnitors shall cause the Work to be performed free of any liens, claims or encumbrances and, upon request of the Association, will furnish evidence reasonably satisfactory to the Board that the Work has been performed.
 - (e) Indemnitors shall furnish the Board with evidence reasonably satisfactory to the Board of insurance policies carried by Indemnitors and their general contractor and subcontractors insuring the Board, its members, agents, and employees and any other party designated by the Boards against any claims of injury to persons or property, or claims under worker's compensation or other similar statutes arising from or out of the Work, such policies to be in amounts, cover risks and be issued by companies reasonably satisfactory to the Board.
 - (f) The Work shall not commence prior to receipt by the Indemnitors of prior written approval of the Plans from the Board.
 - (g) Indemnitor agrees that any Work which requires the removal, addition or relocation of existing cable T.V. coaxial cable risers, outlets, conduits or equipment and facilities, including but not limited to plumbing, heating, electrical and air conditioning lines, wires and apparatus, shall be completed by or under the direct supervision of such contractors, companies and personnel which may, from time to time, be employed to maintain such cable T.V., equipment and facilities servicing the Condominium Property.
 - (h) Indemnitor shall furnish the Board with such other documentation as the Board requires to evidence good and workmanlike construction and protection of the association and Condominium Property against any claims, liens or injuries of any third parties, including but not limited to evidence of available financing to pay of the Work.
2. The Board's approval of the Plans shall be subject to the conditions that Indemnitor perform the Work and maintain all improvements at all times in compliance with the Declaration, the By-Laws for the Board, and the rules and regulations of the Association, all as from time to time amended, and in conformity with all applicable to the occupancy and use of the Condominium Property.
 3. Indemnitor shall be responsible for any damage to the Condominium Property or any part thereof arising from or out of the work or the maintenance of the improvements constructed by Indemnitor. Indemnitor shall indemnify and hold the Board, its agents, employees, invitees and members and any other occupants of the Condominium Property, harmless from any costs, expenses,

fees, including reasonable attorney's fees, loss, damage or liability arising from or out of or in any way connected with the Work. Indemnitors shall pay all fees incurred by the Board in processing and reviewing the Plans and Work, including but not limited to all legal, architectural, engineering and recording fees.

4. The cost and expenses of the Work shall be paid solely by Indemnitors. In the event any mechanic's lien is filed on the Condominium Property or any part thereof as a result of the Work, Indemnitors will promptly discharge same or provide the Board with reasonable security against such liens. If Indemnitors fail to discharge any such liens within thirty (30) days after written notice thereof from the Board to Indemnitors, the Board may, at its option, pay said lien or any portion thereof without inquiry as the validity thereof. Any amounts so paid by the Board, including all expenses and fees incurred by the Board in connection with said payment and interest thereon, shall be a connection with said payment and interest thereon, shall be a lien on the Unit and shall be payable to the Board on demand.
5. Indemnitors shall use their best efforts to complete the Work no later than _____, 20____. All Work shall be performed on Monday through Friday between the hours of 9:00A.M. and 5:00P.M. and on Saturday between 10:00A.M. and 5:00P.M. (Type 2 – Noisy Work Only) No work shall be performed on Sundays or Holidays. Indemnitors contractors shall only use elevators designated by the Association and shall keep the Condominium Property free and clear of all debris. Indemnitors' Contractors' materials and supplies shall be stored only in areas designated by the Association. All improvements shall be performed in a manner reasonably planned to result in the minimum inconvenience to residents of the Condominium Property. The Association and its agents and employees shall have the right to inspect the Work during the course of the alterations at reasonable times upon prior notice, provided however, that any such inspection shall not result in any liability on the part of the Association with respect to the Work. Indemnitors shall cause to be corrected any work which deviates from the Plans and Work approved by the Association.
6. The Board reserves the right to impose additional restrictions as to the manner of which Work may be performed if, in the Board's reasonable judgment, such additionally requirements are necessary to address specific problems arising in the course of the Work.
7. Notices hereunder shall be in writing and shall be served by U.S. Certified Mail, postage prepaid, return receipt requested, addressed to the party to the following addresses or such other address as a party shall designate in writing:

To Association:

Newberry Plaza Condominium Association
Attn: Management Office
1030 North State Street
Chicago, IL 60610

With a Copy to: ASSOCIATION'S ATTORNEY

To Indemnitors:

With a Copy to:

- 8. This agreement shall be binding on and shall insure to the benefit of (a) Indemnitors' respective heirs, executors, administrators, successors and assigns and the successive titleholders of the Unit and (b) the Board, its successors and assigns.

IN WITNESS WHEREOF, Indemnitors and Association have caused this Agreement to be executed and their seals to be affixed hereto as the day and year first above written.

ASSOCIATION

INDEMNITORS

**Newberry Plaza
Condominium Association**

By _____

By _____

By _____

Attest:

NEWBERRY PLAZA CONDOMINIUM ASSOCIATION

FINAL INSPECTION/DAMAGE SECURITY DEPOSIT AND AGREEMENT

OWNER _____ UNIT _____

I (We), the owner(s) identified above agree to deliver to the Newberry Plaza Condominium (“Association”) a \$1,000.00 security deposit, which will be deposited by the Association in accordance with the Newberry Plaza Rules and Regulations. Said security deposit shall be delivered to the Association Management Office as part of the remodeling packet checklist.

The entire security deposit of \$1,000.00 will be refunded upon completion of the remodeling and the following three (3) steps have been taken:

- A complete inspection for damage done to the common elements including the elevators;
- All reserved elevator time at rate of \$150 per hour has been billed and paid;
- A final inspection, by the building Chief Engineer, of all remodeling done in the unit.

Damage in excess of the security deposit shall be promptly paid by the undersigned to the Association upon demand.

I (We) further understand that the Association is not liable for any cost incurred by me (us) due to elevator failure or availability.

If more than one person is the owner of the unit listed above, both must sign below.

OWNER(S) _____ DATE _____

UNIT OWNER/RESIDENT ACKNOWLEDGEMENT
OF SIDE JOB POLICY

All building employees agreeing to complete a side job, defined as a project outside the scope of Association offered maintenance and repairs, is required to obtain the signature of the owner/resident for the Management Office files.

By my signature below, I acknowledge that the side job by the employee noted below is a separate agreement between the employee and myself. I understand that the Association, Board of Directors or the Managing Agent, assumes no responsibility or liability for this side work. Employees contracted for side jobs are considered independent contractors outside of the scope of Newberry Plaza staff and are not covered by insurance carried by the Association.

Association owned tools or materials may not be used on this project. Failure of the employee to obtain and submit a signed acknowledgement may result in disciplinary action.

Unit # _____

Signature of Owner/Resident

Dated _____

Signature of Association Employee

Dated _____

Remodeling Packet Required: Y / N Approval Date: _____

PERMISSION TO ENTER

Log into Building Link at www.newberryplazaresidents.com.

- Click on **My Front Desk Instructions** then **Add New Instruction**
- Choose contractor for the **Instruction Type**
- Write the name of the contractor and/or company in the **Instruction** box
- Choose the **Start Date** and **Expiration Date**
- Click on **Save this Instruction**

If you do not know your user name or password, call the Management office at 312-787-1040.

_____ Dated _____
Signature of Owner/Resident

_____ Dated _____
Signature of Owner/Resident

ACKNOWLEDGEMENT OF HOLIDAYS

As owner of unit _____ I understand that loud construction work in the unit will not be allowed on the following holidays:

- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Yom Kippur
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day

DATE: _____

SIGNATURE OF OWNER _____

NEWBERRY PLAZA CONDOMINIUM ASSOCIATION
HOLD HARMLESS AGREEMENT

Contractor and unit owner(s), jointly and severally, shall indemnify, save and hold harmless Newberry Plaza Condominium Association, directors, employees and agent, Sudler Property Management and its directors and employees, from any liability, damages or claims, including legal fees and costs, resulting from, or in any way relating to injury to, or the death of, any individual that is injured as a result of any work being done in unit _____ at Newberry Plaza Condominium Association, located at 1030 North State Street, Chicago, IL 60611.

The Contractor has received a copy of the Newberry Plaza Remodeling Packet and agrees to abide by all rules and regulations set forth by Newberry Plaza Condominium Association, its agent and representatives.

WAIVER OF LIABILITY

On behalf of the group listed above, I understand, by my signature below, the fees, conditions and policies provided with, and included within this application and agree to abide by them. The Contractor and all participants assume all responsibility for, and risks and hazards. I on behalf of the contractor and owner do hereby release Newberry Plaza Condominium Association, Sudler Property Management, its directors, officers and employees of any and all claims, demands, rights and causes of action of whatever kind and nature, arising from and by reason of personal injuries, damages to property, and the consequences thereof, resulting from work being done in the described unit above.

CONTRACTOR SIGNATURE:

By: _____

Its: _____

DATE: _____

OWNER SIGNATURE: _____ DATE: _____

_____ DATE: _____

Permit Requirements

Permits are required for remodeling work at Newberry Plaza in the individuals units.

Because City permits may require approved remodeling packets, Newberry Plaza Management will issue conditional approval for a project with the stipulation that the proper building permit(s) be filed with the Management Office before work commences.

Should a permit not be required for work to commence, a written statement (email, fax, letter, etc.) to that effect from the City of Chicago Department of Construction and Permits must be filed with the Management Office.

The City of Chicago Department of Construction and Permits – Permit Center Office can be contacted at:

City Hall
121 N. LaSalle Street
Chicago, IL 60602

Phone: 312-744-3449
Internet Website: <http://www.cityofchicago.org/dcap>
Email: dcaphelp@cityofchicago.org

Work will not be allowed to commence until the above has been fulfilled. Remodeling without a construction permit is a violation of Newberry Plaza Rules and Regulations and may result in a \$250 fine to the Unit Owner. It is imperative to check with the City of Chicago Department of Construction and Permits well before any remodeling projects commence. Any fines or fees levied upon the association related to permit violations will be charged back to the owner(s) responsible for said violation(s).

CONTRACTOR SIGNATURE:

By: _____

Its: _____

DATE: _____

OWNER SIGNATURE: _____ DATE: _____

_____ DATE: _____