

NEWBERRY PLAZA
CONDOMINIUM ASSOCIATION



REMODELING AND
CONSTRUCTION RULES
AND GUIDELINES

Revised June 2024



Dear Unit Owner,

The Management Office would like to take a moment to thank you for your consideration in remodeling your unit. At Newberry, we recognize the industrious work that goes into remodeling and we appreciate your assistance in improving the overall quality and standard of our building. To ensure that your finalized project is to the highest of standards, all remodeling projects will be guided and monitored under Management and Maintenance together.

While we understand that remodeling can be a stressful process, this packet was designed to keep the process as smooth as possible. This packet contains the necessary information on all required documents needed before a project can commence, such as insurance and licensure. As well as all official requirements throughout the project. Please refer back to this packet as needed, as it is a useful tool to guide you and your contractors through every step of your remodeling. This document has been reviewed and approved by the Board of Directors, and we hope it assists you in your remodeling.

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

Community Association Manager
Sudler Property Management, as Managing Agent

REMODELING & CONSTRUCTION OVERVIEW

This outline provides a minimum guideline and shall not be construed as an all-inclusive list of regulations 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.

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 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 and Permit Requirements.

GENERAL TERMS AND CONDITIONS

It is the responsibility of unit owners to be informed of the rules and regulations of the Association. Owners are responsible for their guest and contractors. In the event of a violation of any of the provisions of the Declaration, By-Laws and/or rules and regulations of the Association, a hearing with the Board of Directors may be arranged.

Work in the unit shall only be conducted between the hours of 8:30 A.M. and 5:00 P.M. Monday through Friday and Saturdays from 10:00 A.M. and 5:00 P.M. (limited to painting, and wall papering). Contractors may enter the building one hour prior to the work hours to bring tools and equipment up to the unit, construction in the unit must not begin until 9 am and 10 am on Saturdays. **No work is allowed on Sundays or Holidays.**

Holidays include New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Yom Kippur, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve, & Christmas Day.

The owner must provide authorization to enter in BuildingLink for all contractors accessing the unit. 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. Delivery of large materials requires the owner scheduling an elevator reservation through the BuildingLink in advance on the Amenity Reservation Calendar.

The Unit Owner shall be responsible for ensuring that the contractor employed to work within their unit lay drop cloths on top of the corridor carpeting during hours when tradesmen are coming to and from the Unit. Such drop cloths must completely cover the traffic area of the tradesmen and provide total protection to the corridor carpeting. Drop cloths must be removed at the end of each working day, and all debris collected by the cloths must be properly disposed of. If it is necessary that cleaning must be performed by association personnel due to a contractor's negligence, the Unit Owner shall be

responsible for labor expenses. If association personnel cleans up after a contractor more than once there is a chance fines may be assessed to the unit.

All complete gut projects must protect the corridor side of the unit door. Prior to the start of the project association personnel will install a protective layer to the door so it is not damaged during the duration of the project for a fee assessed to the unit.

Contractors must unload all materials at the loading dock area and then 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.

- The use of air hammers/jack hammers is not permitted.
- No drilling or trenching into the concrete slab is allowed.
- All construction debris must be properly hauled off association property and not down the balcony drain or building garbage chute.
- Construction debris must be transported from the unit and out the building in sealed/covered containers.
- 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.
- Anyone using flammable material must notify the Management Office and shall include an appropriate fire extinguisher as a part of its equipment.
- The unit Owner or General Contractor is responsible for securing all required permits.
- All work is subject to inspection by building personnel or its agent. The Building Management reserves the right to stop or cause to stall any work which has not been approved or which deviates from the approved plans.
- No wood studs can be used for wall framing. Fire retardant wood may be used only for door headers, frames and cabinet reinforcement.
- When an adjoining party wall is opened and any mechanical, electrical communication or cable work is done, the drywall board shall not be re-installed until the work has been inspected by the building's Chief Engineer.
- All perimeter walls of the unit must be kept to original unit layout.
- All opened walls must be cleared of any construction debris and new insulation must be installed. Inspection is required prior to the drywall installation. Sound batting material must be used in walls adjacent to corridors or neighboring units.
- Inspection by Management representative required prior to closing up of any walls or other areas concealing plumbing or electrical work or flooring underlayment.
- Relocation of phone risers must be submitted in writing and conducted by an approved low voltage technician.
- No modifications to cable systems are allowed.
- Junction boxes for electrical or phones cannot be buried in the walls.

Owners must submit detailed plans and specifications for the proposed remodeling to the Management Office. The Board of Directors or its appointee 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.

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.

INSURANCE REQUIREMENTS

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 and
Sudler Property Management, as Managing Agent

The “**certificate holder**” section is to name the unit owner along with the unit number.

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). Workers Compensation Insurance should be in an amount of not less than \$500,000.

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.

PAINTING

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.

CORRIDOR LICENSE AGREEMENT

Requirements: Submission of architectural drawings to Management. If your project includes combining two or more units, and moving the unit entry door and using any of the common area hallway, a license agreement is required to be executed. Approval of Board of Directors is required. A signed License Agreement is required if any part of the common elements are incorporated into a unit. Contractors and owners must abide by further requirements and changes as noted on drawings by any Association architectural representative or the Chief Engineer. 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.

VENTILATION

Windows, unit and balcony doors **MUST** remain closed while working in the unit to prevent odors or construction dust from infiltrating neighboring units or common areas. To clear any odors from the unit, prop the front door open 2 inches. This will cause the odors to be ventilated through the

building exhaust system. Improper ventilation may cause the common area smoke detectors to trigger, causing the Chicago Fire Department to be dispatched to the building.

HVAC exhaust vents must be covered with plastic while the unit is under dust producing conditions to prevent construction debris from entering the system.

HVAC filter registers must not be removed during construction. An extra filter may be added to further prevent construction dust from entering the fan coils for a small fee. This can be completed by requesting Maintenance Staff to add an additional filter.

Easy access to HVAC column must be maintained while the unit is under construction in the event building janitors need access to the system. The kitchen and bathroom(s) exhaust vent registers must have a damper control and can not be closed off or have any cabinetry installed directly in front of the vent.

Electrical service must be maintained to provide electricity for the HVAC motor to operate especially in the extreme cold and hot weather conditions.

No modifications are allowed to exhausts, vents or registers. No power operated fans may be added to the exhausts within the units.

BALCONY DOORS, FLOORING, WALLS & CEILING

Balcony Door replacements must be approved in advance and installed by association approved vendors. 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, which includes proper adjustment of striker, lock and proper weather stripping. All installations must be inspected by the Chief Engineer.

Balcony Floor slabs, walls or ceilings may not be altered. 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 protect the

concrete 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.

PLUMBING REQUIREMENTS

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.

- The modification of any water risers, waste lines, or venting stacks is prohibited.
- No plumbing fixtures (showers, vanities or any other water lines) can be mounted on a wall adjacent to the common corridor.
- 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.
- Any drain line which exceeds a five-foot run from the fixture to the main waste line is required to be properly vented and it is recommended to have a clean-out fitting for rodding.
- All steam room, sauna, whirlpool or permanently installed humidifier components must be approved prior to installation.
- Tub/shower drain line nipple must be replaced with a brass or galvanized nipple. **It must be leaded or threaded in and inspected by the Chief Engineer.**
- If a bathroom floor or toilet is replaced, a new cast iron flange must be installed for the toilet. **The flange must be leaded in and inspected by the Chief Engineer.**
- Kitchen or bathroom sinks' original galvanized drain lines must be replaced. If copper is used, it must be L-Type copper
- No check valves may be used on any drain line.
- No compression angle stops may be used. Must use a threaded copper fitting.
- All drain line angles are preferred to have two (or less) 45-degree angles instead of a 90-degree angle. If multiple angles are installed clean outs should be made available in the event a restriction needs to be cleared. If no clean-outs are installed the Unit Owner will be responsible to hire a licensed/insured plumber to clear any restrictions to the plumbing line.
- All J-Bends and wall waste lines must be 17 gage steel.
- Plumbing relocation requires Management notification and written approval.
- Bathroom Tub & Shower Wall Tile Replacement – Plasterboard is not allowed. Only Duro Rock Board, Hardy Backer Board or Mortar Board is allowed.
- PVC pipe is **NOT** allowed.
- GFI receptacles required within 5 feet of any plumbing fixture.
- All plumbing fixtures must be capped with proper caps or plugs at all times while fixtures are not connected to the plumbing lines. This includes toilet floor flange, vanity drain lines, tub/shower drain lines and kitchen drain lines.
- All dishwasher installations require an air gap on the dishwasher drain line.
- All tile shower bases must have a rubberized membrane tied to the drain line.
- Access panels should be installed at the shut off valves to provide easy access in emergency situations.
- All water supply connectors must be stainless steel and have stainless steel or brass connectors, no plastic fittings.

PIPE FREEZE PROCEDURES

- Pipe Freeze is \$75.00 **per set** plus material and labor. *Price is subject to change*
- Pipe Freezes are generally scheduled on Tuesdays, Wednesdays and Thursdays.
- Requests for Pipe Freezes should be submitted to the Management Office for scheduling with the Chief Engineer or Project Manager at least one week in advance of the date that the Pipe Freeze is needed.
- An owner should state in his or her request the reason for the Pipe Freeze.
- 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 \$75.00 fee may still be charged to the Unit Owner.
- Additionally, a Pipe Freeze will not be rescheduled until the next available date. The Association will not take any responsibility for payment or reimbursement of fees to unit owners or contractors.
- 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. If specific valves are required, we must be notified in advance. If modifications are needed after the pipe freeze is completed additional fees may apply.

ELECTRICAL REQUIREMENTS

All electrical work must be completed by a licensed electrician in a safe and workmanlike manner in accordance with all code requirements.

- Electrical panels must provide an unobstructed clearance for a minimum of thirty (30) inches. Adjustable shelves and removable closet rods are considered obstructions.
- No wall, floor or ceiling electrical boxes or junction boxes may be buried after removal of a receptacle or fixture until all wiring that is no longer in use has been removed.
- Electrical panels must be covered or protected at all times.
- Ground Fault Interruption receptacles must be used in all bathrooms and kitchens, 5 feet from water source.
- We strongly recommend that any original Federal Pacific circuit breaker panels be replaced if any other electrical work is included in your remodeling project, or if you plan to add any electrical circuits.
- 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.
- All work to be completed on telephone lines must be completed by a qualified low voltage telephone line specialist and approved in advance.
- Installation of additional circuit breakers to the electrical panel must receive prior approval.
- All whirlpools and saunas require use of a Ground Fault Interrupter.
- A fee will be assessed for each time the main electrical breaker is tripped and needs to be reset by Maintenance Staff.
- No modifications to cable systems are allowed.

FLOOR COVERING REQUIREMENTS

Residents may not install any hard floor covering without adequate sound deadening insulation between the covering and the concrete. All flooring, except in bathrooms, must conform to the specifications detailed in the September 5, 2019 Shiner & Associates Guidelines document that is on pages 10 & 11. Special attention must be made to the proper removal of original vinyl floor tile containing asbestos as detailed below.

REMOVAL OF ORIGINAL, BROWN 9 x 9 FLOOR TILE AND MASTIC:

For any units that still have the original, brown 9x9 floor tile and the tile has been cracked, damaged or disturbed during the remodeling project, the unit owner must contract with an association approved licensed and insured asbestos abatement company for professional abatement of the 9x9 asbestos tiles.

Only the association approved vendors may be utilized for necessary abatement.

Contact the Management Office immediately if any **cracked, damaged, or disturbed** tiles are found within the unit. If cracked, damaged, or disturbed tiles are found all individuals must vacate the unit right away until the abatement is performed, and the Management receives the air clearance report from the approved vendors.

Please be advised that it can take up to 10 business days for the City to issue the permit needed in order for the abatement to take place.

Once the abatement is completed air testing will be conducted and provided to the Management Office prior to anyone entering the unit after the abatement is completed. As a reminder no individual may enter a unit with exposed disturbed tiles until advised by the Management Office.

If the brown 9x9 floor tiles are found in a unit and are NOT disturbed and will not be fully abated, the tiles must be covered right away with (at a minimum) the flooring cork material so the 9x9 tiles are not left exposed during the remodeling project. Leaving the tiles exposed during the construction can cause the tiles to be disturbed and may result in an emergency abatement delaying the remodeling of the unit.

Newberry Plaza Condominium Association
1030 N. State Street
Chicago, IL 60610

June 4, 2024

Attn: Mrs. Angelica Hernandez
Property Manager, CMCA

Re: Flooring Installation Guidelines

Dear Mrs. Hernandez:

The following are our comments on your current flooring rules based on the testing we conducted on August 24, 2017 on the bare floor.

Based on the bare floor test results, we expect that with most hard floor surface materials, it will be difficult to economically and feasibly achieve a rating of AIIC 55 with commonly available underlayment materials. We suggest a relaxed criterion of AIIC 53 is more realistic.

We suggest the following should replace the section in Attachment 4 of your construction guidelines with the header **Shiner & Associates guidelines for flooring installation**.

Guidelines for hard surface flooring installation

The following requirements apply to new flooring installations, whether installed on the existing 8" thick concrete 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 AIIC 53 when tested in accordance with ASTM E-1007 (Standard Test Method for Field Measurement of Tapping Machine Impact Sound Transmission Through Floor Ceiling Assemblies and Associated Support Structures), with classification in accordance with ASTM E-989 (Standard Classification for 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.

a. 3/4" - 5/8" thick Hardwood/Engineered Hardwood Flooring

For hardwood flooring, Kinetics SR board should be laid directly on the structural slab and two layers of 3/8" T&G plywood over the SR board. For a nail down floor, the plywood should be 3/4" and the staples/nails should be no longer than 1" so they don't penetrate the isolation board. For a glue down floor, each layer of plywood can be 1/2" thick.

b. ½” thick Engineered Laminate Floating Flooring

These floors are suggested to be installed in a floating condition. For floating laminate flooring, acceptable underlayment materials include Floor Muffler, The Silencer, ½” cork or 5mm thick recycled rubber mats similar to Pliteq GenieMat RST05 or Ecore QTscu 4005.

c. Stone/Ceramic Tile Flooring

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 overlay materials must be approved by the resilient underlayment manufacturer to verify that tiles and grout joints will not crack.

d. Vinyl Plank/Luxury Vinyl Tile

Acceptable material is recycled rubber underlayment system similar to Pliteq GenieMat RST05 or Ecore QTscu 4005. The vinyl plank should be glued directly to the mat.

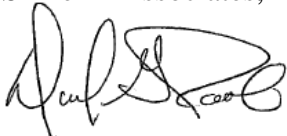
All resiliently mounted flooring systems must include perimeter isolation. Installation of the perimeter isolation should be as follows:

Apply acoustical sealant to the back side of perimeter isolation barrier. The perimeter isolation barrier should be ¼” - ⅜” 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.

If you have questions concerning this report, please do not hesitate to contact us.

Respectfully submitted,

Shiner + Associates, Inc.



David G. Paoli, P.E.

DGP:1170809

General: The following construction rules apply for the installation of washers and dryers in residential units at Newberry Plaza.

Permits: Contractors are required to obtain the appropriate permits from the City of Chicago before initiation of plumbing, electrical revisions, and washer/dryer installations.

Inspection: Electrical and plumbing 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 Chief Engineer before appliances may be accepted for delivery to the building. All work must be performed by a licensed and insured plumber and electrician.

Washers: Washers must be an energy efficient model.
The washer drain line should be 5' or less, if possible. Any drain line over 5' needs to have a vent installed.
All new plumbing piping must be copper and trapped.
A grey box must be installed 24" above the elbow in the piping.
Washers must be connected to the kitchen water supply only.

Dryers: Electrical dryers are permitted; however, only ventless dryers may be installed. **Direct connection to the building's ventilation system is prohibited.**

Electrical requirements will depend upon the type of dryer selected and the design of the kitchen/laundry room.

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, statutes, ordinances, codes, rules and regulations, (ii) in accordance with the provisions of the Declaration and (iii) will immediately notify the Board and Management if changes from the approved plans become necessary or desired after the plans have been approved.
 - (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, statutes, ordinances, codes, rules and regulations and 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 the 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 Board 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 to 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 6:00P.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 additional 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**

Unit Owner

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 \$200 per hour has been billed and paid; **charge subject to change**
- 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 _____

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, all 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 fine to the Unit Owner at the Board’s discretion. 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: _____