

# CONSTRUCTION/STRUCTURAL ALTERATIONS

With the exception of painting and wallpapering, the following rules apply to any construction work in a Unit.

**I. ASSOCIATION REQUIREMENTS** - The following must be submitted to the Management Office prior to the commencement of any construction work in a Unit:

1. Architectural plans and specifications for the proposed work, prepared by a licensed architect or engineer, must be provided for Board/Management review. Delivery of which must be made at least 30 days before work begins.
2. To the extent required by City Code, a building permit for the work.
3. If any work affects the Common Elements of the condominium, certification from the owner's architect or engineer must provide written certification that the proposed work will have no adverse effect on the Common Elements or any other Unit.
4. A certificate of insurance from the Owner's general contractor naming the Association and the managing agent and its employees as additional insured parties and showing coverages and amounts satisfactory to the Board (minimum general liability of \$1,000,000 per occurrence). Contact the Management Office for current list of additional insureds.
5. If hard flooring is being installed, the owner must submit verification that the chosen underlayment for the flooring meets the 55 F.I.I.C. rating specified by the Association.
6. The attached INDEMNITY AGREEMENT signed by the Owner.

**II. WORK RULES**

1. Work hours are weekdays, 8:00 a.m. to 4:30 p.m. No noise is permitted before 9:00am. Workmen must be out of the building by 5:00 p.m. No work shall be performed on Saturdays, Sundays or Holidays.
2. The loading dock can be accessed from Superior Street. The alley to the dock is accessible through the carport east of Neiman Marcus.
3. All contractors, subcontractors and their employees and agents must check in with the dock master.
4. Prior to entry into the building, a security pass must be obtained from the dock office. A picture ID must be submitted before a pass will be issued.
5. Trades must use the freight elevator at all times.
6. The dock is for loading and unloading only. Parking (of any vehicle) in the dock area is not permitted. Unattended vehicles are subject to being towed.

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7. All materials must be transported to the unit via the freight elevator.
8. No construction materials are to be stored on the dock or in the common areas of the building. Materials must be stored in the unit under construction. Management assumes no liability for missing items.
9. Protection must be provided to the common elements (*i.e.* walls, carpet, flooring, etc.) in the area from the freight elevator to the respective unit.
10. Once the materials are in the unit, the contractor is responsible for protecting the common areas outside the unit for the duration of the project. This protection must be put in place before the start of each workday and removed by 5:00 p.m. each day.
11. No work pertaining to the unit under construction is allowed to be performed in the common areas or corridor. All work must be performed within the unit.
12. Wet saws are allowed to be used in a unit under construction only under the strict supervision of the building's engineering personnel.
13. Noise levels must be kept to the lowest levels possible. No noise is permitted before 9:00am. No noise is permitted after 4:00pm.
14. Plumbing shut downs must be scheduled at least 2 days in advance with the Management Office. Shut downs can only be scheduled on Tuesdays, Wednesdays and Thursdays. At the November 9, 2016 Board of Directors Meeting the Board unanimously voted to access a fee of \$250.00 for plumbing shut downs exceeding three per unit.
15. Noxious odors are not permitted. Any work resulting in noxious odors must be brought to the attention of the Management Office so that proper measures can be taken to prevent the odor from permeating the building.
16. If any airborne debris will be generated due to demolition or construction, the air conditioning and/or heating fan cabinets must be sealed at the filter opening, return and discharge grills. This is necessary to protect the air conditioning coils.
17. Unit owners are responsible for maintaining access to all HVAC equipment, windows and other common element equipment, which requires access for service/ replacement/repairs from within the unit. This rule will be strictly enforced. The owner will be required to remove any obstruction to the equipment at owner's expense.
18. The unit owner is responsible for any damage caused to elevators, Common Elements or any other Unit in the course of the work.
19. A security deposit may be required to be provided to the Association, which may be applied, against the cost of any damage caused in the course of the work.
20. All plumbers and electricians must submit a copy of their City Contractor's license before work will be permitted.
21. All penetrations through wall areas must be thoroughly sealed.
22. There are fees associated with water shut-offs. Contact Management for current fee schedule.

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**III. REQUIREMENTS FOR INSTALLATION OF HARD FLOORING MATERIALS** -The following apply to the installation of hard flooring materials (*i.e.* marble, wood, terrazzo, linoleum, ceramic tile, etc.) in the unit:

1. Installation of hard flooring in a unit requires that an acoustical underlayment with an F.I.I.C. (Field Impact Insulation Class) rating of 55 or above be placed down prior to the installation of subflooring or finished flooring. Owner must submit verification that the chosen underlayment meets the said F.I.I.C. specification.
2. As with all flooring materials, care should be taken that the finished floor height will join properly at the unit entry threshold and with other flooring materials within the unit. Threshold adjustments are the responsibility of the unit owner.
3. Prior to using any type of sealer or noxious materials, the contractor must give advance notice to the Management Office, as certain precautions must be taken.
  - (a) All windows must be closed.
  - (b) The fresh air (make-up air) vent must be sealed off;
  - (c) All air conditioning vents must be sealed and turned off.

The unit owner is responsible for the level of noise transmission arising from walking on the flooring. The minimum standards do not guarantee that sound transmission will not occur. Additionally, runners must be placed in high traffic areas and pads must be placed on chair feet.

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# CONSTRUCTION RULE - PLUMBING

Detailed plans and specifications for any construction proposed to be carried out by unit owners in areas involving plumbing, and/or plumbing connections to the building systems, must be submitted to the Board/Management for review.

All construction work must comply with the City of Chicago Building Code and current construction standards.

Specifically with respect to bathrooms and powder rooms:

- Shower stalls must be constructed with cement board (Dura-Rock) or equal.
- Shower stall floors require synthetic or rubber pans with a floor drain (J.R. Smith 2010, or equal) designed to receive the pan. Pans should be turned up, behind wallboard, a minimum of 6 inches.
- All penetrations through wet wall areas must be thoroughly sealed.

No plastic plumbing parts may be used.

Ceramic or marble contractors requiring the use of wet saws must notify building management before using the wet saws. Contractors will be permitted to use wet saws in unit owner's apartments only under the strict supervision of the building's engineering personnel. The standard, unless approved otherwise, will limit the cutting area to bathrooms, and specifically on a platform over the tub.

All work must be in accordance with the City of Chicago Building Code.

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# CONTRACTORS, DELIVERIES & TRADES

All Contractors, delivery people, and trades must use the service elevator. Contractors, delivery people and trades must obtain a security pass from the dock office for entry and will be required to leave a picture I.D. before a pass will be issued.

After 5:00 p.m. food and medicine deliveries can be made via the passenger elevators.

Hours for construction work in the building are 8:00 a.m. to 4:30 p.m., Monday through Friday. Workmen must be out of the building no later than 5:00 p.m. No working trades are permitted in the building on weekends or after hours without expressed permission from Management. The Association reserves the right to control and limit entry of trades and delivery people in order to minimize traffic in the building. The lobby may not be used as a waiting area by contractors, trades or service people; however, they may wait at the loading dock.

Unit owners will be responsible for any damage to the common elements of the building caused by contractors, trades and service people they employ.

Deliveries of all large packages and boxes are to be made through the receiving room of the building through the building's rear loading dock (accessible from Superior Street). Arrangements must be made with the Management Office for any deliveries anticipated after regular business hours of the receiving room. Staff cannot sign for any deliveries. Because the receiving room is a small room, large items cannot be stored there. The resident must make arrangements with the carrier to have those items delivered directly to his/her unit. Tailgate deliveries (those brought to the rear of the truck and no further) will not be accepted. The staff is not allowed to assist in these deliveries.

Grocery deliveries by a grocer or service person must use the freight elevator. Groceries brought in by a resident are permitted on the passenger elevators. Additionally, luggage deliveries by staff and restaurant deliveries are permitted on the passenger elevators.

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**INDEMNITY AGREEMENT**

AGREEMENT made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between 161 CHICAGO AVENUE EAST CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation (hereinafter referred to as the "Association") and \_\_\_\_\_, Unit \_\_\_\_\_, Chicago, Illinois (hereinafter referred to as the "Owner").

**RECITALS:**

- A. Owners are the owner of Unit \_\_\_\_\_ ("Unit") in 161 Chicago Avenue East Condominium (the "Condominium Property") ;
- B. Owners desire to make certain additions, alterations and improvements (the "Work") to the Unit as described on the Plan attached as Exhibit "A" and made a part hereof (the "Plan") ;
- C. The Work may require construction in and alterations to certain of the Common Elements (including Limited Common Elements) described in the Declaration of Condominium Ownership;
- D. The Declaration and Rules and Regulations of the Association require that the written consent of the Board of Directors (the "Board") be obtained as a condition to alterations requiring construction in, alteration to, or removal of any part or portion of the Common Elements and that the Owners deliver this agreement prior to commencing work in the Unit or Common Elements;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth therein, the Board (on behalf of the Association) and Owners agree as follows:

- 1. Consent of Board. The Board hereby consents to the Work subject to the terms and conditions hereinafter set forth.
- 2. Compliance with Laws. The Work shall be performed in strict compliance with the Plan and all applicable laws, ordinances, rules and regulations of federal, state, county and municipal governments or agencies now in force or that may be enacted hereafter during construction, and with the directions, rules and regulations of the fire inspectors, health officers, building inspectors or other offices of every governmental body or agency now having or hereafter during construction acquiring jurisdiction thereof and in conformity with (a) any directives from any insurance underwriters or representatives thereof as may be required by reason of the Association's insurance coverage on the Condominium Property or any part thereof and (b) the Declaration, By-Laws and Rules and Regulations of the Association as in effect during the course of the Work.

3. Performance of Work. The Work shall be performed in such manner as to cause as little noise, disruption, nuisance and inconvenience to Owners and occupants of other units in the condominium property as is reasonably possible. The Work shall be completed as expeditiously as possible. No Work shall be performed on Saturdays, Sundays or holidays or before the hour of 8:00a.m. or after the hour of 5:00p.m. Owners' contractors shall only use elevators designated by the Association's managing agent and shall keep the Condominium Property free and clear of all debris and rubbish. All materials and supplies shall be stored in the Units.
4. Building and Other Permits. Notwithstanding anything in Owners' agreements with his/her contractors to the contrary, Owners shall be responsible for obtaining such building permits and other permits, licenses and permissions as may be required by any public authority having jurisdiction over the Work and shall furnish copies thereof to the Association's Board prior to the commencement of any construction.
5. Certifications. Owners shall furnish the Board with certification from a licensed architect or structural engineer that the Work, if performed in accordance with the Plan, will conform to all applicable governmental laws, statutes, ordinances, codes, rules and regulations, will not cause any structural impairment to the Condominium Property and will not damage the mechanical, electrical, heating, ventilating or air conditioning systems of the Condominium Property. Owners shall not make or cause any other party to make any material modification to the Plan after furnishing the Board with the aforesaid certification.
6. Relocation of Utility Services and Television Outlets. Owners agree that any and all work of construction with respect to the removal of, addition to, or relocation of existing equipment and facilities (including but without limiting the items included in the definition of equipment and facilities- plumbing, heating, electrical and air-conditioning lines, wires and apparatus) television antenna outlets and conduits shall be subject to the prior approval of the Association, which may be withheld for any reason, and if approved shall be completed by such contractors, companies and personnel as may, from time to time, be employed by the Association to maintain such equipment, facilities, and television master antenna system servicing the Condominium Property and Owners shall bear all cost and expenses in connection therewith.
7. Supervision by Board's Architect and/or Engineer. During construction an Architect and/or Engineer selected by the Board and the Board's authorized representatives shall have the right to make periodic inspections of the Work to determine whether the Work is in accordance with the requirements of this Agreement. Owners agree, at their expense, to cause to be corrected any work which deviates from such requirements. Failure of such representatives to observe any items of non-compliance shall not operate as a waiver of owners' obligations hereunder. Owners or Owners' contractor shall apprise the Association's Architect and/or Engineer as Work progresses to establish times for periodic inspections.

8. Architect's/Engineer's Fees – Other Expenses. Owners agree to promptly reimburse the Association, upon demand by the Board, for the fees charged by the Association's Architect and/or Engineer in connection with services performed in accordance with the remodeling procedures including review, inspection and, if applicable, preparation of new condominium surveys and recordation of a plat thereof with the Cook County Recorder.
9. Mechanic's Lien. Owners shall not create, suffer, or permit to be created or to be filed against any portions of the Condominium Property other than the Unit any lien for labor done, or materials and services furnished in connection with the Work, and agree to indemnify, defend, hold harmless the Board and Association from and against any and all claims, costs, charges, disputes, expenses, encumbrances or liens arising out of the Work, other than those which arise out of the Association's gross negligence.
10. Waiver of Lien. All contracts let by Owners or by any general contractor employed by Owners, for labor done or materials and services furnished in connection with the Work shall contain an agreement by the contractor, subcontractor and materialmen that the labor done or materials and services furnished in connection with the Work shall not create or give rise to any lien against any part or portion of the Condominium Property other than the Unit. Prior to commencement of the Work, copies of all such contracts shall be delivered to the Association.
11. Insurance. At all times during construction, Owners shall maintain or cause to be maintained, the insurance described on Exhibit "A" attached hereto. Before any Work may commence, Owners shall deliver to Board copies of certificates of insurance for the Work in the amounts of aforesaid.
12. Damage to Condominium Property. Owners shall be responsible for any damage to the Condominium Property or any part thereof arising from or out of the Work.
13. Indemnity. Owners for themselves and for their respective heirs, personal representatives, successors and assigns, hereby agree, jointly and severally, to indemnify, defend and forever hold harmless the Association, the Board, the Association's agents and employees and each of the members of the Association and the Board, from and against all claims, losses, damages, liabilities, costs and expenses (including, without limitation, court costs and reasonable attorneys' fees) which any of such persons or entities to be indemnified may suffer or incur arising from or out of (i) the granting of the approval for, and the actual construction of the improvements, and the performance of the Work, (ii) the maintenance, repair and replacement of the improvements constructed by the Owners, (iii) any personal injury or property damage which occurs in, and all damage to, the Condominium Property as a result of the construction of the improvements constructed by Owners and performance of the Work and use and



maintenance of such improvements and (iv) the failure of Owners to perform their duties and obligations under this Agreement.

14. Costs and Fees. Owners hereby agree, promptly upon the request of the Association, to reimburse the Association for all fees, costs and expenses incurred by the Association in consummating this Agreement, in monitoring the Work and in enforcing this Agreement in the event of a default by Owners, and for all expenditures made by the Association as permitted by this Agreement, including without limitation, reasonable legal fees and the fees of the architects, engineers or other consultants retained by the Association. Such amounts together with interest thereon at the rate of 18% per annum from the date of demand until payment is made to the Association shall constitute a lien on the Units.
15. Disputes. In the event of any dispute between Owners and the Association as to any matter pertaining to the Plan or the Work, the dispute shall be referred to an architect or engineer selected by the Association whose decision shall be final and binding.
16. Additional Restrictions. Association reserves the right to impose additional restrictions as to the manner in which Work may be performed if, in Association's reasonable judgement, such additional requirements are necessary to address specific problems arising in the course of the Work.
17. Successors. This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, administrators, and successors and assigns of the parties hereto.

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

**OWNERS:**

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**By:**

\_\_\_\_\_

**Its:**

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**ASSOCIATION:**

**161 Chicago Avenue East  
Condominium Association**

**By:**

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