

CONSTRUCTION COMPLIANCE FORM

THE LULU CITY CONDOMINIUM ASSOCIATION, INC.

Owners must complete a Construction Compliance Form when doing any modifications to their unit that checks one of the boxes below. The completed form must be sent to the board for review and approval before work begins, unless in the case of an emergent repair.

UNIT #: _____

OWNER NAME: _____

OWNER PHONE/EMAIL: _____

CONTRACTOR NAME: _____

CONTRACTOR PHONE/EMAIL: _____

PROJECT DESCRIPTION: _____

DATES OF WORK: _____

CHECK/COMPLETE ALL OF THE FOLLOWING WHICH APPLY:

- _____ Project requires a Town building permit
- _____ Project does not require a building permit, but entails removal and/or installation of paneling, trim, floor covering, wall finishing (other than paint), cabinetry, built ins and/or similar activities
- _____ Project involves or impacts a Common Element(s) or Common Element areas
- _____ Project affects or may affect the Building's compliance with applicable law, ordinances or codes
- _____ Project affects or involves any building systems (*gas, electrical, water, fire, etc.*)
- _____ Project may generate dust, debris and/or noise

By signing below, OWNER AND CONTRACTOR acknowledge receipt, review and responsibility for compliance of THE AMENDED AND RESTATED RULES, REGULATIONS & RESPONSIBLE GOVERNANCE POLICIES FOR THE LULU CITY CONDOMINIUM ASSOCIATION, INC. (Adopted May 11, 2023) SPECIFICALLY SECTION 16: CONSTRUCTIONS, REPAIRS AND REMODELS. All common areas are to be kept clean and clear, using protective coverings on carpet and common area doors or performing daily clean up as needed, etc. The only contractor parking on the property is in the designated parking spaces assigned to that owners unit. No parking in the fire lane or parking spaces belonging to other owners. Work must be done during the approved hours of work (Mon-Fri 8a-6p, Sat 9a-6p, NO WORK on Sunday) and contractor behavior is the responsibility of the owners.

Owner Signature: _____ Date: _____

Contractor Signature: _____ Date: _____

16. Construction, Repairs and Remodels:

A. Owner Responsibility. The following rules apply to all construction, repairs, remodels or similar work at the Lulu City Condominiums, including work with Units. **OWNERS ARE RESPONSIBLE FOR ALL THE ACTIVITIES OF THEIR CONTRACTORS AT LULU CITY CONDOMINIUMS AND FOR ENSURING THAT THEY COMPLY WITH THESE RULES AND REGULATIONS. IF THE OWNER OR THEIR CONTRACTOR FAIL TO COMPLY WITH THESE CONSTRUCTION RULES, THE ASSOCIATION MAY STOP-WORK, FINE THE OWNER PURSUANT TO THE GOVERNING DOCUMENTS, PROHIBIT THE CONTRACTOR FROM WORKING AT LULU CITY IN THE FUTURE, PERFORM CLEAN-UP/DUMPSTER REMOVAL/DAMAGE REPAIR, AND ASSESS THE UNIT FOR ALL OF THE ASSOCIATION'S COSTS INCURRED IN CONNECTION THEREWITH.**

B. Conditions for Starting Work. Prior to commencement of work (even work conducted entirely within a unit), Owners shall:

- I. Provide the Association with written notice of the project using the **CONSTRUCTION COMPLIANCE FORM** available on the Association's website;
- II. Confer with the Town's building department to see if a **BUILDING PERMIT** is required; and
- III. **OBTAIN ASSOCIATION APPROVAL IF THE PROJECT WILL AFFECT OR MODIFY ANYTHING OUTSIDE THEIR UNIT'S BOUNDARIES OR INCREASE THEIR UNIT'S SQUARE FOOTAGE.** Unit boundaries and square footages are identified on Lulu City's Maps and Declaration, which are posted online. Association approval must be obtained prior to any work that involves structural or exterior changes (windows, doors, etc.), penetrates into exterior walls or roof, or that changes the square footage of a Unit. The process for applying for a change in square footage is contained in Section 15.A. of the Declaration. *If approved* by the Board, square footage changes then require approval of 67% of the Unit Owners, an amendment to the Map prepared by a surveyor and recorded as well as Declaration amendment (to adjust dues allocations) either prepared or reviewed and approved by the Association's attorney and then recorded, all at the Unit Owner's expense. Amendment procedures are addressed in Section 8 of the Declaration.
THE BOARD MAY CONDITION ITS APPROVAL UPON THE OWNER, CONTRACTOR AND ASSOCIATION ENTERING INTO A CONSTRUCTION COMPLIANCE AGREEMENT CONSISTENT WITH THE GOVERNING DOCUMENTS AND CONTAINING ADDITIONAL REQUIREMENTS THAT THE BOARD DEEMS NECESSARY TO PROTECT THE COMMON ELEMENTS, OCCUPANTS AND GUESTS. The Owner will be assessed all costs and legal fees associated with preparing the construction compliance agreement.

C. Use of Common Areas; Utility Shutoffs: If any work in a Unit affects the Common Elements, including a common utility (such as water or power), then the Owner or the Owner's contractor must contact the Association's manager to coordinate that work, the Owner shall reimburse the Association for any costs incurred by the Association, such as, for example, costs related to shutting off utilities.

- D. Construction Materials and Debris:** This section applies to the construction and remodel materials, equipment, debris, trash, appliances, etc. (collectively, “**Construction Materials**”).
- I. No Construction Materials may be stored outside of a Unit, in Common Elements or public areas adjacent to the building.
 - II. All Construction Materials intended for disposal must be promptly removed from the building and properly disposed. No Construction Materials may be disposed of in the community dumpsters. Construction Materials must be disposed of in a dumpster located entirely within the Unit’s parking space or otherwise in a pre-approved location or promptly hauled away by the Owner or contractor, no food or beverage waste or containers may be put in construction dumpsters.
- E. Clean up:** Owners and Contractors are responsible for prompt and thorough clean up. Dirt, sawdust or other material tracked or spilled in hallways, garages and other Common Element areas must be cleaned up immediately.
- F. Doors:** Exterior Unit doors must be kept closed where and while work is underway.
- G. Damage:** Owners are responsible for any and all damage to the Common Elements and other Units caused by work in their Units and related work in the Common Element areas. All costs of repair and replacement of the Common Elements shall be assessed against the responsible Unit Owner(s) Unit.

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