

AMERICAN TOWERS REMODELING POLICY

Remodeling Rules

BACKGROUND/PREMISE

The following Remodeling Rules are intended to create a uniform operating code that will insure best practices are followed anytime a construction project is undertaken by an individual owner of property in the American Towers complex. Please consider, unlike a single family dwelling you may have experienced in the past, the Towers create a multi-use condo community of 357 units where the impact of construction or remodeling on any single unit effects many of the residents in proximity to the one being worked on. Every owner of an American Towers unit is entitled to the care and respect of their personal interests and investment. In turn, all owners are asked to assist by demonstrating their care and respect by sharing in the responsibility to maintain the integrity of work performed within their respective unit(s).

ONLY THE OWNER OF RECORD OF PROPERTY IN AMERICAN TOWERS CAN INITIATE ANY KIND OF REMODELING OR CONSTRUCTION WORK WITHIN THEIR UNIT. THE OWNER WHO HAS HIRED CONTRACTORS TO PERFORM CONSTRUCTION AND/OR REMODELING SERVICES TO HIS/HER UNIT(S) IS SOLELY RESPONSIBLE FOR THE CONDUCT OF HIS/HER CONTRACTOR AND SUCH CONTRACTOR'S ADHERENCE TO THESE RULES AND ALL OTHERS GOVERNING APPLICABLE BEHAVIOR AT AMERICAN TOWERS, INCLUDING ITS BY-LAWS, CC&RS, POSTED SIGNS, OTHER RULES AND POLICIES, APPLICABLE LAW, AND AMENDMENTS TO THE FOREGOING. THE OWNER WILL BE LIABLE FOR THE ACTS AND OMISSIONS OF HIS/HER CONTRACTORS, INCLUDING, WITHOUT LIMITATION FOR PROPERTY DAMAGE OR PERSONAL INJURY.

These rules outline the expectations for you and your contractor's conduct before, during and at the conclusion of construction or remodeling, the violation of which by you or your contractor will result in fines and possibly other liabilities and damages, for which the Owner will be responsible.

1. Prior to engaging in any construction or remodel, the Owner is required to remit to the management office a five hundred dollar (\$500) refundable deposit to cover potential costs of damages to, and cleanup of, common areas during, or resulting from, construction or remodel. The deposit will be refunded following final inspection meeting with management and the Building Engineer employed by the American Towers Owners Association (Association). An additional one hundred (\$1 00) nonrefundable fee will be charged to cover the cost of a pre-construction contractors meeting in which each contractor that will be working on the unit in question will meet with the Building Engineer to review these rules and to coordinate activities as needed. Prior to this meeting, the Owner or their contractors are to provide the Association with permits, plans and/or drawings of the scope and details of the remodel together with a copy of a condo owner property and liability insurance certificate. Contractors are to provide copies of current license and certificates of insurance with the Association named as the certificate holder.

2. The Owner or their contractors are required to obtain applicable building permits from the building department of Salt Lake City (City) for any construction or remodel or work that involves structural or demising walls, or modification of or addition of electrical or plumbing. Permits are to be filed with the management office with the five hundred dollar (\$500) deposit and copies of all permits and inspections are to be posted on the door of the unit during remodel or construction. The construction

deposit will only be refunded after a final City inspection report is filed with the management office by the owner of the unit. The Owner shall also notify adjacent (including above and below) condo residents in writing of what to expect in terms of disturbance, noise, or other issues that will affect them.

3. The Owner who has completed rules one (1) and two (2) above are authorized for construction or remodeling on their unit only. Notice will be on file with Security. Only authorized contractors will be permitted entry to work on compliant units. All others will be denied entry.

4. Common pipes and drains may be located inside of condo interior walls. However, relocating or making modifications to those portions of interior walls containing common pipes, plumbing, waste systems or lines, or to exterior walls, or drilling into concrete floors is strictly prohibited with very limited exception.

a. In the event that an owner deems it desirable to either move or remove walls that contain common water supply lines, the owner must submit a written request to the Board of Trustees (Board) for approval. The written request must be accompanied by detailed drawings of the requested changes. The Board will review the request for approval at its sole discretion. Following approval, the Association will then have the requested changes engineered to ensure that there is no increase in pipe resistance. This usually requires an increase in the pipe diameter for the changes. The Association will then make the changes using authorized American Towers contractors. The Owner will be responsible for the water shut off charge of one hundred fifty dollars (\$150), the costs incurred by the contractors as well as the engineering costs. The Association will use best efforts to obtain reasonable and competitive costs for the contractors and engineers, but makes no assurance that these costs will be the lowest available. Other plumbing changes or modifications may require a building water shut-off which also requires a fee of one hundred fifty dollars (\$150) for each water shut off request.

b. The Owner wishing to drill into or disturb the concrete floor of their unit, IN ANY WAY FOR ANY REASON WHATSOEVER, may only do so upon written request to the Board. This request must contain:

- i. results of ground-penetrating radar (ultrasound) on the proposed site to be administered by a qualified licensed technician to ensure that no structural cables or infrastructure will be damaged
- ii. written acknowledgment of proposed drilling by all adjacent owners that may be disturbed by the drilling.
- iii. written approval of any owner whose unit is directly impacted by the drilling. The Board will then review the request for approval at its sole discretion. All costs must be borne by the owner making the request.

ANY OWNER WHO VIOLATES THIS PROVISION BY DISTURBING THE CONCRETE FLOOR WITHOUT APPROVAL WILL BE REQUIRED TO SHOULDER THE EXPENSE OF REPAIRING THE FLOOR AND AN ASSESSMENT EQUAL TO REPAIR COST WILL BE LEVIED AGAINST THE OWNER AS A PENALTY.

5. Requests for a water shut-off must be in writing to the management office, must be accompanied by a permit and contain a detailed description of the work to be performed with a detailed parts list. Following approval, water shut-offs are usually scheduled one week in advance. Plumbers must arrive

on time with their parts ready for inspection. At the conclusion of the shut-off, plumbers must notify maintenance that they are ready for the water to be restored and must remain in the unit to inspect their work for integrity and for any leaks. Only when the plumber notifies maintenance of the all-clear will the water be restored. The Owner is responsible for ensuring compliance to each proscribed step by his/her plumber.

6. Requests for an electrical shut-off must be in writing and must be accompanied by a permit. Following approval, electricity can be shut-off on short notice. Following the request to restore electricity, electricians must remain in the Unit to inspect their work for integrity, to test voltages, for shorts or excessive heat. Only when the electrician notifies maintenance of the all-clear will the power be restored. The Owner is responsible for ensuring compliance to each proscribed step by his/her electrician.

7. The Owner is responsible to ensure that contractors in their employ do not damage, soil or trash any common areas. This includes condo doors, loading entrances, lobbies, hallways, elevators, and parking garage. Contractors are required to clean, vacuum or sweep any incidental mess that occurs. The Association housekeeping staff is NOT responsible for this type of cleanup. A twenty dollar (\$20) minimum deduction from the construction deposit will be levied for each incident. In the event these violations exceed the amount tendered for the construction deposit, the owner will be assessed in the full amount owing based on the violations. Willful or other egregious violations of any of the rules governing remodeling will result in the forfeiture of the construction deposit or a portion thereof relative to the severity of the violation(s).

8. Contractors are not permitted to dispose of any material or debris in the trash chutes on each floor or in the dumpster containers on P1 or P2. These are for commercial tenant and residential refuse only. Contractors are required to remove and dispose of all trash or debris incidental to construction. If chutes and/or dumpster are used resulting in the necessity of an extra pickup, the extra pickup charge will be deducted from the owner's deposit. The Owner is responsible to inform and ensure compliance by contractors in their employ.

9. The Owner is to inform the management office of times, when and if, any construction noise may be created. Under no circumstances is construction noise of any kind permitted before 9 a.m. and after 6 p.m. Construction may only be undertaken Monday through Saturday. No construction of any kind is permitted on Sunday or holidays.

10. The Owner is to inform contractors that all work and construction must take place on the inside of each condo and that no staging or work is to take place in any common area. If such is required, contractors are to be informed that such work is to be performed in their shop and brought to the premises.

11. Contractors and the Owner are responsible to contact security to reserve only the loading and unloading parking area of the alley. Other parking in the alley is not permitted. The Owner is cautioned to inform contractors of the costs of parking in the garage so that they may incorporate the costs of parking in their bids and estimates. It is ultimately the responsibility of the Owner to ensure that this provision is met.

12. Contractors and the Owner are responsible for contacting Security to reserve the freight elevators for use. Passenger elevators may not be used to transport any equipment, supplies, tools or material under any circumstances. **THE OWNER FOUND IN VIOLATION OF THIS POLICY WILL BE**

REQUIRED TO SHOULDER THE EXPENSE OF REPAIRING THE PASSENGER ELEVATORS AND AN ASSESSMENT EQUAL TO REPAIR COST WILL BE LEVIED AGAINST THE OWNER AS A PENALTY.

13. Neither the Owner or their contractor are allowed to use the blue American Towers shopping carts to haul equipment, supplies or construction debris into or out of the Owner's unit. Only the metal or gray carts will be allowed for this purpose. The Owner must arrange with management for one of these carts. Violation of this policy will result in a fine to the Owner up to the replacement value of the cart.

14. Contractors are not allowed use of access cards belonging to the Owner. Contractors may check in at Security on a daily basis and obtain a contractors access card to be worn at all times on the premises and to be returned to Security prior to leaving the premises and at the end of each day. There will be a twenty dollar (\$20) charge to re-activate or replace lost access cards or access cards de-activated by Security for improper use. It is the responsibility of the owner to ensure that access cards are used properly and returned to Security.

15. Fines will be itemized on the applicable resident's monthly homeowners' association dues invoice. The Association reserves the right to collect such fines and enforce suspensions by any rights and remedies available to the Association under this policy, at law, or in equity. Unpaid fines shall be subject to reasonable collection costs, including attorneys' fees and collection agency fees, and the 1.5% monthly interest rate specified by the Declaration. If the Association brings a legal action in a court of competent jurisdiction to enforce the collection of the fines or suspensions under this policy and prevails, the resident shall be liable for the judgment and all reasonable costs, fees, and expenses of the Association in bringing such action, including attorneys' fees and court costs.