

**REMODELING RULES**

**1. PURPOSE OF RULES**

All terms as are defined in the Amended And Restated Declaration Of Condominium Of Donner Place, recorded 9-3-2010 as amended on 8-2-2013, therein defined as the Declaration, shall have the same meanings ascribed in these REMODELING RULES (Remodeling Rules). Remodeling Rules are separate from the House Rules, as updated on 6-6-2022. In the event of a discrepancy between the House Rules and these Remodeling Rules, the Remodeling Rules shall prevail.

Remodeling Rules are based upon a number of factors. The Building is now over 45 years old. The age of the Building is causing remodels to be more extensive and time consuming. The impact on the Building's Common Areas have been impacted significantly. Noise, working after hours, use of the elevators, parking, deliveries, impact on adjacent Units to access pipelines have also increased significantly. In order to protect the integrity of the Building, its Common Areas and the comfort of the Residents during a remodel, now requires the Board and Owners to work closer together from the inception of the project remodel or other work covered herein, to completion.

**2. WHAT CONSTITUTES REMODELING**

Remodeling occurs, requiring Board approval, when there are upgrades, modifications and/or variations to flooring, windows, kitchens, bathrooms, fire place, moving walls, furnaces, air conditioning compressors, electrical, plumbing, duct work and any other work requiring over \$5,000 in labor costs.

Remodeling does not include servicing and repairing appliances, furnaces, air conditioner compressors, carpet or floor cleaning, window cleaning, duct cleaning, minor plumbing and/or electrical. Notwithstanding, Owners will be fully liable for damages or cleanup to the Common Areas caused by the Contractor (as defined below), sub-contractors, workers, tradesman, delivery people, and independent contractors for any work done on a Unit in the Building.

**3. BOARD APPROVAL FOR REMODELING**

Owners must obtain written approval for the remodel of a Unit, as outlined herein, prior to any work being performed.

**4. BOARD PRESENTATION**

The Owner must make a presentation to the Board which will include but not be limited to the following:

- a) Overall Scope of Remodel;
- b) Detailed drawings and plans that include all mechanical, plumbing, electrical, structural, flooring and windows changes;



- c) Overall staging plans for construction, including detailed time lines and scope and type of work that will be performed;
- d) Start and Finish Dates;
- e) Impact on elevators;
- f) Impact on Common Areas;
- g) Removal of demolition debris;
- h) Bringing in and removing construction material, including furniture and fixtures to the Unit;
- i) Drilling into the Pre-Tension slabs (floor plates above and below a Unit, and the structural columns) is not allowed without prior written Board approval. Should the Board determine it needs to hire a structural engineer or an architect to review the contemplated plans and any work to be conducted in a Unit, the Owner of said Unit, shall reimburse the HOA for all fees pertaining to the Boards review of the remodel of a Unit
- j) Access to an adjacent Unit for new plumbing;
- k) Storage of material;
- l) Providing all required information as to the need for and type of building permit required by the SLC-BD;
- m) Use of an architect, structural engineer and/or interior designer;
- n) Use of a licensed and bonded/insured general contractor and their sub-contractors;
- o) Owner acting as his/her own general contractor, and providing a list of sub-contractors that will be used on the Remodel. Owner will also provide proof of liability and workers compensation insurance which would be required if an outside general contractor were used.

## **5. FEDERAL PACIFIC CIRCUIT BREAKER PANEL**

Due to the fire hazard posed of the Federal Pacific circuit breaker panels, as were installed in the Building at the time of original construction around 1977, any remodel of a Unit requiring any type of permit from SLC-BD, the Owner shall have a licensed electrician, replace the Federal Pacific circuit breaker panel, including having the same inspected and approved by the SLC-BD.

## **6. HOURS OF OPERATION**

Working hours will be from 8am until 5pm, Monday through Friday. Loud construction noise will not commence until 9am and will stop by 4:30pm. No work will be performed on a Saturday, Sunday or holidays.



## **7. START AND FINISH DATES**

The maximum time for remodeling a Unit is 140 days unless the Board approves, in writing, of a longer time period.

## **8. ACCESS TO BUILDING**

Access to the Building for workers and all deliveries will be through the first level doors, unless directed by the HOA to access the Building by way of the Garage Parking Level. A contractor's FOB will be given to the Owner for remodeling access purposes. Upon completion of the remodeling the FOB will be returned to the Donner Place .

During times of public health risk recognized by local, state or federal health authorities regarding COVID-19, Contractor, subcontractors, delivery personnel and suppliers who come onsite, will comply with posted guidance indicating the level of protection required such as use of mask and touch-barriers while entering and exiting the Building. Unless granted approval by the Board's designee contact person, Ramiro Aranda, as provided for in Section 27, only during approved construction hours, **all access will be confined to the east side building stairs** by the Contractor, subcontractors, agents, workers, tradesman, delivery people and independent contractors who work on or provide service or delivery to the Unit. Owner will be charged as set forth in Section 29 k., if there are any violations of this Section.

## **9. WATER SHUT-OFF**

Should the remodeling project require the shutting off of water to the Unit, the Owner must give at least 72-hour prior notice of the shut off date. The Building was designed to have one water line shut off valve. When the water is shut off it is shut off for the entire Building. Shutoff's are between the hours of 10am to noon. The Owner may not shut off the water more than once a week.

## **10. DAILY PREPARATION OF AFFECTED COMMON AREAS**

- a) Prior to using the elevator for remodeling purposes, the elevator will be padded and the floor covering put in place.
- b) Common Area floors which will be traversed by the Owners or his/her Contractor, sub-contractors, workers, tradesman, delivery people and independent contractors will be properly covered with plastic or mason/wood flooring. If sticky plastic is used, it will be removed on Friday afternoons at the end of cleanup that day and replaced with new sticky plastic each Monday morning. Floor coverings in Common Areas must still be cleaned at the end of each workday as described below.

## **11. DAILY CLEANING OF AFFECTED COMMON AREAS**

- a) The Owner or his/her Contractor will be responsible on days when any work is done in the Unit, to clean daily, prior to 5pm (including vacuum, sweep, dust or mop the Common Areas traversed by the Owner, his/her Contractor, sub-contractors, workers, tradesman, delivery people and independent contractors.



b) Cleaning will include, but not be limited to the following:

- i) The hallway area of the floor on which the Unit is being remodeled;
- ii) The first level hallway and vestibule area;
- iii) The second level hallway and vestibule area;
- iv) The parking garage level, if directed to use the same for access into and out of the Building;
- v) The elevator cab;
- vi) The stairwell should be cleaned at the end of each work week, unless there is visible dust and dirt from the daily construction activity. In such instance, the stairwell should be cleaned in the area affected by 5pm on the day affected;
- vii) All construction tools, equipment, materials, appliances refuse bags and containers must be removed from the Common Areas at the end of each work day, and either be removed from the Building or stored inside the Unit;
- viii) Under no circumstances should debris be left in a Common Area;
- ix) The Owner and/or his/her Contractor, sub-contractors, workers, tradesman, delivery people and independent contractors are responsible to provide their own cleaning material and equipment; and,

c) In the event cleaning is not done as set forth above, Owner will be liable for fines as set forth in Paragraph 29 below.

## **12. USE OF DONNER PLACE DUMPSTERS AND RECYCLING BINS**

The Building's two trash dumpsters and the blue plastic recycling bins may not be used by the Owner and/or his/her Contractor, sub-contractors, workers, tradesman, delivery people and independent contractors to remove remodeling debris, construction, or packing material.

## **13. STORING OF REMODELING MATERIAL ON SITE**

Remodeling material will not be stored outside of the Unit being remodeled nor in the interior Building Common Areas. Material may not be stored in the Common Areas on the outside areas of the Building, entry ways and floor landings. Storage of material on the patio (Limited Common Areas) of the Unit must be approved, in writing, by the Board prior to storage.

## **14. USE OF THE OWNER'S PATIO FOR CONSTRUCTION PURPOSES**

The patio of the Owner is a Limited Common Area. Construction work on the patio must be approved, in writing, by the Board, prior to any construction work on the patio. If the Owner gets Board approval



the area used for construction work will be enclosed so as to limit outside noise, dust and debris affecting the other residents.

#### **15. PARKING FOR WORKERS AND DELIVERIES**

Immediately after a remodeling related delivery is made, all non-Resident workers and delivery vehicles will park on the street. Deliveries must go through the first level entrances unless directed by the HOA to use another level, including the Basement Level Parking. The maximum loaded truck height is 7' 01" for the Garage Level Parking. Delivery or worker vehicles may park next to the first level entry ways on the First Level Parking to deliver and pick up remodeling related material but may not be left unattended. Once the delivery or pick up is completed the vehicles must be moved off site immediately. Abuse of parking in this area, beyond the delivery time to unload or load a truck will result in a fine as set forth in Paragraph 29 (c).

#### **16. DELIVERY OF AND REMOVAL OF MATERIAL TO THE UNIT**

- a) Every attempt must be made to mitigate the disturbance to other Residents and impact on Common Areas in regards to the delivery of and removal of material and access by workers. There are three ways of access to the Unit: East side exit stair ways; Elevator; and Crane or exterior garbage chutes.
- b) For Units on levels two through seven, every effort must be made to crane as the primary way to deliver heavy material, including but not limited to; sheet rock, metal studs, windows, cabinetry, and other materials regardless if they fit through the Building entry doors, elevators and/or stair ways. Work debris and garbage will be placed in heavy duty 3.5 mil construction plastic bags, if possible, and taken down the stairway, outside garbage chute or crane. The elevators will not be used for these purposes.
- c) There is no dedicated service elevator in the Building. The elevators were replaced in 2019 and are designed to accommodate certain limited materials, supplies, furniture, fixtures and equipment. The elevators have padding and floor protection when the elevator needs to be used. Owner must give 24 hour written notice to the HOA requesting the use of the elevators. Padding and flooring will be put in the morning and will be removed at the end of the day. The use of the elevators must be staged so that other Residents who use that elevator are not unreasonably affected. Deliveries that will use the elevators must use the first level entrance only unless directed by the HOA to use the Basement Level Parking.

#### **17. PERIODIC INSPECTION OF UNIT REMODELING BY THE BOARD**

The Owner or Resident will permit the Board, and its agents, at reasonable times and with coordination of the Owner, to enter the Unit, as needed, to inspect for compliance of the Remodeling Rules.

#### **18. SALT LAKE CITY BUILDING DEPARTMENT PERMITS**

In all instances when a permit is required by the SLC-BD, any proposed structural modifications and non-structural modifications, including but not limited to walls, plumbing, gas or electrical must be approved by the SLC-BD and presented and approved by the Board in writing prior to any commencement of



work. The Owner will give the Board 48 hours, prior written notice, that a building inspection is scheduled and the Board or its agent, at their election, may attend the inspection.

#### **19. RESPONSIBILITY OF OWNER TO DETERMINE IF SLC-BD INSPECTION IS REQUIRED**

The Owner has the responsibility to check with the SLC-BD to determine whether an inspection is required for remodeling work to be performed. Information can be obtained by going to the SLC-BD website.

#### **20. GENERAL CONTRACTOR**

The general contractor herein, their sub-contractors and agents (hereafter jointly referred to as the Contractor) must be licensed, bonded, and insured including workers compensation insurance with evidence of the same provided to the Board. The Contractor will also provide a copy of their general liability insurance and endorsement page with a minimum of \$1,000,000 coverage. Copies of the above required documents must be given to the Board prior to the commencement of any work.

#### **21. SUB-CONTRACTORS**

Prior to commencement of any work the Contractor will provide a list, including cell phone numbers and email addresses of sub-contractors, workers, tradesman, delivery people and independent contractors who will be used on the remodeling work.

#### **22. WORKERS, TRADESMAN, DELIVERY PEOPLE AND INDEPENDENT CONTRACTORS**

The Owner of a Unit shall be liable for costs and or fines as outlined in these Remodeling Rules, as a result of workers, tradesman, delivery people and independent contractors who violates any of these Remodeling Rules.

#### **23. OWNER ACTING AS ITS OWN GENERAL CONTRACTOR**

In the event the Owner desires to act as its own Contractor, all work performed will be code compliant, with all applicable SLC-BD permits and inspections obtained and performed. All of the Remodeling Rules will apply to the Owner while acting as its own general contractor.

#### **24. REQUIRED MEETING PRIOR TO WORK BEING COMMENCED**

The Owner and the Board and/or its agents will meet onsite prior to the first work being performed. The purpose of the meeting is to make sure all of the applicable pre work requirements and responsibilities of the Owner as set forth in the Remodeling Rules have been completed.

#### **25. MODIFYING OR CHANGING BUILDING COMMON AREAS**

The Owner may not change or modify any Common Area of the Building, including but not limited to floor landings, garage spaces, or patio, without the express written consent of the Board.



## **26. NOTICE**

All required notices shall be made in writing (USPS certified mail, hand delivery or via email) to the persons as directed by the Board and as set forth in the Remodeling Rules. Signatures transmitted by email shall be treated as original signatures for all purposes of these Remodeling Rules only. Notice addresses including email addresses shall be included as part of the applicant's presentation to the Board.

## **27. CONTACT PERSONS**

Prior to commencement of the remodeling work, the Board will provide the Owner with the appropriate contact persons, along with their contact information, including notice address and email addresses.

## **28. SECURITY DEPOSIT**

A security deposit for remodeling is required and must be paid prior to any remodeling work being performed. The security deposit (Security Deposit) will be the greater of 5% of the cost of remodeling, based on the contract amount with the Owner's contractor or \$5,000. The amount of the Security Deposit will be determined by the Board following the remodeling presentation of the Owner to the Board. Fines not paid as set forth above may be offset by the Board against the Security Deposit for fines and damages assessed to the Owner.

## **29. Rules**

Breaking of the following Remodeling Rules will result in a fine as per the House Rules, along with a charge for the actual costs paid by the Association, if any, related to the violation of the following and above rules.

- a) No working before or after the hours and/or days when remodeling work is not allowed.
- b) You and/or your contractor must complete the cleaning and/or removing garbage and debris from Common Areas before 5pm. If the Association has to hire a third party to complete the cleaning you will be billed for it.
- c) No prolonged parking next to the Building for dropping off or picking up tools, equipment, supplies and garbage.
- d) If the remodeling work exceeds the completion date given by the Owner to the Board or any written extensions approved by the Board it will be considered a continuing violation.
- e) No storing material on an Owner's patio without prior written permission of the Board.
- f) No construction work may be performed on an Owner's patio without prior written permission from the Board.
- g) As part of the remodeling rules, you must allow the Board or its agents to inspect the Unit to assure compliance with the House and Remodeling Rules upon completion.
- h) Failure to clean any Common or Limited Common Areas will result in fines along with the assessment of any



costs incurred by the Board for completing the cleanup.

- i) You must notify the Board, in writing, of a scheduled building inspection as set forth in Paragraph 18 above.
- j) Failure of an Owner to comply with health safety measures as set forth in Section 8, will be fined. Repeated failure of an Owner, Contractor, sub-contractors, agents, workers, tradesman, delivery people and independent contractors who work on or provide service or delivery to the Unit, fail to comply with health safety measures, after repeated written warnings to the Owner or the Contractor, including text message or email, may result in the Board seeking a temporary restraining order against the Owner asking the Court to file an injunction stopping the construction until the proper safety measures are taken.
  - i) Owner is responsible for all reasonable attorneys' fees and costs associated with any actions based on this Rule section j.