

REMODELING AGREEMENT & DEPOSIT

_____ (Member) as owner of Unit # _____ (Unit) wishes to remodel/redecorate and/or make improvements or alterations to his or her Unit.

MEMBER AGREES as follows:

1. Scope of Work. All proposed alterations shall be submitted for review and approval. Upon written approval by the Association the approved scope of work shall constitute the "Project." All necessary Building Department permits shall be obtained prior to the commencement of the Project. No work shall be done except that which has received written approval from the Association.
2. Deposit. Member shall provide the Association a deposit ("Deposit") of \$500.00 prior to the commencement of any work on the Project. The Deposit will be used to offset expenses incurred by the Association including, but not limited to, reviewing plans, consulting fees, attorneys' fees, damage to the Association's common areas, etc. as well as fines and penalties, including daily fines imposed for failure to complete the Project within six (6) months as provided for in this Agreement. The Deposit shall not restrict the amount of monies the Association may charge against Member for reimbursement of expenses incurred by the Association or penalties assessed against Member related to the Project. If the Deposit is not sufficient to cover all reimbursements, damages, and/or fines, Member shall be special assessed for the difference which shall be collected as provided for in the CC&Rs, including lien and foreclosure. The remainder of the Deposit, if any, shall be returned upon satisfactory completion of the Project.
3. Reimbursement of Expenses. Member shall reimburse the Association for all costs and expenses incurred by the Association related to the presentation, approval and completion of the Project, including consulting, inspection, and attorneys' fees.
4. Compliance with Architectural Standards. Member acknowledges receipt of the Association's Architectural Standards including Plan Requirements and Contractor Rules. Member shall ensure that all contractors and subcontractors receive a copy of the Association's Contractor Rules and abides by them.
5. Liability for Damage. Member assumes liability for injuries to persons and/or property damage to common areas or other units arising out of the Project. If the damage is not repaired in a timely manner, the Association may make the repairs and deduct the expenses from the Deposit and/or special assess the Member.
6. Liability for Mitigation. Member assumes liability for all expenses incurred by the Association mitigating damage to the common areas and/or other Units arising out of the Project. Such expenses shall be deducted from the Deposit and/or become a reimbursement special assessment against the Member.
7. Concealed Conditions. All Building and Fire Code violations and/or deficiencies discovered during the course of the Project shall be reported to the Association and shall be corrected at Member's sole expense, whether such conditions are found in the Unit or the common areas surrounding the Unit.
8. Licensed and Insured Vendors. Only licensed and insured construction managers, contractors, subcontractors, and vendors shall make alterations to, direct alterations to, oversee alterations to, or make decisions affecting the Association's common areas. Each must carry Workers' Compensation insurance and Commercial General Liability insurance. Even if they are licensed and insured, they may be banned from the building if, in the opinion of the Board, they are unreliable, unsafe or establish a pattern of violating the Association's rules or standards.
9. Inspections. The Association shall have the right but not the obligation to periodically inspect the Project without prior notice. Member agrees to allow such inspections and agree that the Project will be halted and a fine of \$200.00 assessed if inspections are not allowed. Such inspections do not relieve Members from their duty to comply with the Association's Architectural Standards and all applicable Building and Fire Codes.

10. Compliance with Code. Member shall ensure that all work and materials related to the Project will comply with all applicable Building and Fire Codes.
11. Water Shut-Offs. Water shut-offs may only be done between the hours of 9:00 a.m. and 5 p.m. At least two (2) days notice must be given to the Association. Members will be allowed one (1) water shut-off at a no cost. The next two (2) shut-offs will cost \$100.00 per shut-off. Any more than three (3) water shut-offs will cost \$200.00 per shut-off. All monies must be paid in advance.
12. Hard-Surfaced Floors. Hard-surfaced floors such as marble, granite, tile and hardwood must have proper *noise insulating materials* installed so as to avoid noise problems with your neighbors in the unit below. Make sure your installer knows that your installation must “field test” at 52 dB FIIC rating. If requested by the Association, Member shall produce a sound test from an acoustical consultant approved by the Association to confirm the Association’s acoustical standards have been met. If the standards are not met, Member shall promptly make appropriate changes to ensure compliance.
13. Diligent Construction. The Project must be completed within six (6) months from the Association’s approval of the Project. Extensions maybe granted at the Board’s discretion for delays caused by strikes, fires, holidays or other events beyond Member’s control. If the Project is not completed within six (6) months and no extensions have been granted, FINES SHALL ACCRUE at the rate of \$300.00 per day until the Project is completed. If work has not begun within six (6) months of the approval, the approval shall expire.
14. Incomplete or Inadequate Work. If the Project is incomplete or is completed in such a manner that common areas are adversely affected, the Association may correct the problem and deduct the cost from the Deposit and/or special assess the Member for reimbursement, or take legal action to have the problem corrected.
15. No Mechanics Liens. Member agrees to indemnify and hold harmless the Association and its members against liability or loss arising from mechanics liens resulting from work on the Project.
16. Indemnity. The Association’s consent to the Project shall not give rise to any liability by the Association or its representatives. Member agrees to indemnify, hold harmless and defend the Association and its officers, directors, members, employees and agents from claims arising from the Project or its approval by the Association. This indemnity shall survive the termination of this Agreement.
17. Enforcement Provisions. The Association shall have the authority to impose monetary penalties, suspend the Project and workers’ access to the Project, obtain restraining orders, obtain damages, and cure the violation or repair the damage and special assessment for reimbursement. Unless otherwise provided for in this Agreement, monetary penalties may be assessed as follows: (i) first violation, up to \$500.00, (ii) second violation, \$ 100.00 to \$700.00, (iii) third violation, \$500.00 to \$1,000.00, (iv) additional violations, up to \$3,000.00.
18. Dispute Resolution. Except for injunctive relief, any dispute arising out of the Project and/or this Agreement shall be resolved by final and binding arbitration before a retired Superior Court judge (Arbitrator). The trial shall be commenced, if possible, within three (3) months from the date the matter has been submitted to the Arbitrator. Should any party refuse to or neglect to appear or participate in the arbitration proceedings, the Arbitrator shall decide the controversy in accordance with whatever evidence is presented. The fees necessary to initiate the arbitration shall be remitted by the requesting party. The prevailing party shall be awarded reasonable attorneys’ fees and costs. In the event the Association is the prevailing party, such fees and costs shall become a reimbursement special assessment against the Member. Judgment on the Arbitrator’s award may be entered in any court having jurisdiction.

Member: _____ Dated: _____