

CONSTRUCTION RULES

For any form of construction on Church Hill School Condominium property, the following requirements must be met:

Prior to start of construction:

1. The Owner shall provide Board of Directors with a general plan or description of proposed construction.
2. If any structural components of the building are affected, the Owner shall provide documentation from a licensed engineering firm showing that the structural integrity of the building will not be compromised.
3. The owner assumes all responsibility to insure that anyone he/she hires to do work at Church Hill School Condominiums is properly licensed and /or insured to perform that work.
 - NO ELECTRICAL work shall be performed in the building except by a properly licensed electrical contractor.
 - NO PLUMBING or GAS PIPING work shall be performed in the building except by a properly licensed plumbing contractor.
 - NO FIRE SPRINKLER SYSTEM work shall be performed in the building except by a properly licensed fire sprinkler system contractor.
4. The Owner shall provide each contractor with a copy of Rules & Regulations section titled “**Construction Rules**” and provide CHSCA with signed receipt of same and a certificate of insurance from each contractor.

During Construction:

1. **FIRE WALLS:** Fire walls must be maintained between each unit and the common spaces (hallways, storage rooms, stairwells) as well as between each unit and the neighboring unit. Firewalls are to consist of one layer of 5/8” sheetrock on each side of the wall that is COMPLETELY UNINTERRUPTED and fire-taped. Plumbing pipes and electrical wires may penetrate the fire walls, but must be fire-caulked to maintain proper fire rating. Any ducts penetrating the fire walls must have fire-rated dampers installed at the point of penetration.
2. **FIRE-RATED FLOORS:** All floors or ceilings between each unit and a neighboring unit or common spaces (hallways, storage rooms, stairwells, parking garage) must be maintained at their fire rating. Plumbing pipes and electrical wires may penetrate the fire-rated floors/ceilings, but must be fire-caulked to maintain proper fire rating. Any ducts penetrating the fire-rated floors/ceilings must have fire-rated dampers installed at the point of penetration.
3. **CLEANLINESS:** The common spaces of the building are to remain clean at all times. Any dust or debris accumulating in the common spaces will be cleaned up prior to the end of each work day. If extraordinary cleaning is required in the common spaces due to construction, the Owner will be charged for the cleaning and it will be the responsibility of the Owner to recover the cost of cleaning from the contractor(s).

4. DOORS: All doors are to remain closed at all times to prevent dust from entering the common spaces. Doors must be propped open while carrying tools and materials into the construction area, but immediately be closed again when not required to be open for passage.
5. ELEVATOR: If the elevator is used to lift tools or materials, the protective blankets must be installed to protect the elevator interior. (2500 lb limit)
6. STORAGE: The common space hallways and entryways, use as a storage or staging area must be minimized and should not exceed 24 hours.
7. NOISE: Construction noise that may bother the residents of the building will be allowed only during the hours of 8:00 AM to 5:00 PM. Work may be performed before and after these hours, but only if the noise will not adversely affect the peace and tranquility of the other residents in the building. No air compressors are to be operated in the hallways.
8. MATERIAL DELIVERY: It is highly recommended that all building materials be delivered by a lift and through the windows of the unit under construction in order to prevent damage to the common spaces. If this is not possible, then the owner of the unit under construction will be held liable for any damages to the common spaces. It will be the responsibility of the owner to determine the contractor responsible for the damages and to recover the costs of repairs to the common spaces from that contractor.
9. DEBRIS: It is the responsibility of the Owner to provide for the removal of construction debris. Construction debris may NOT be set in or near the regular common space dumpster container(s).
10. SMOKING: No smoking is allowed on CHSCA property, inside and outside.

Immediately after construction is completed:

1. For new construction, and if applicable for remodeling, the Owner shall provide CHSCA with evidence of final electrical inspection by Minnesota State Electrical Inspector.
2. For new construction, and if applicable for remodeling, the Owner shall provide CHSCA with evidence of final plumbing inspection by Minnesota State Plumbing Inspector.
3. For new construction, and if applicable for remodeling, the Owner shall provide CHSCA with evidence of final Fire Sprinkler System inspection by State Fire Marshall.

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Insurance requirements:

Prior to commencing any work, Contractor agrees to maintain and pay for such insurance as will protect Contractor and it's employees against claims for bodily injury or death, or for damage to CHSCA's property, which may arise out of operations by Contractor.

This insurance shall include, but not be limited to, the minimum coverage and limits of liability specified below, or if greater, any coverage or limits of liability required by law in the State of Minnesota.

Minimum Limits of Insurance:

Contractor shall maintain limits no less than:

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| 1. General Liability | \$500,000 per occurrence for bodily injury, personal injury, and property damage. |
| (Including operations, products and Completed Operations) | \$1,000,000 aggregate limit |
| 2. Automobile Liability | \$500,000 per accident for bodily injury and property damage. |
| 3. Workers Compensation | Statutory Limits for the State of Minnesota |
| Employers Liability | \$100,000 Each accident |
| | \$500,000 Disease – Policy Limit |
| | \$100,000 Disease – Each occurrence |

Neither the Owner, Contractor nor CHSCA represents that any existing builder's risk or property insurance, if any, is adequate to protect the interests of the Contractor or it's sub-contractors, if any. It shall be the obligation of the Contractor to determine whether such insurance is in effect and provide adequate protection for it's own insurable interests. **Contractor will be held liable for damages caused to CHSCA by any Sub-Contractors brought in to CHSCA's property at the direction of Contractor unless Sub-Contractor properly submits "Construction Rules & Insurance/Liability Statement" receipt form and "Certificate of Insurance" to CHSCA.**

Verification of Coverage

Contractor shall furnish Church Hill School Condominium Association (CHSCA) with a Certificate of Insurance along with a signed receipt for this Statement. Certificate and Receipt are to be submitted and approved before work is to commence.

Violations / Hearings:

When there is a violation of these Rules and Regulations or the Governing Documents, the Board is authorized to pursue various remedies. These remedies include legal action for damages or equitable relief in any court, imposition of late charges for past due assessments, imposition of reasonable fines for violations, and the correction of any exterior condition in a Unit which violates the Rules and Regulations or Governing Documents. Prior to the Board imposing a fine for any violation, the Board shall, upon written request of the offending Owner, grant the Owner a fair hearing.

SIGNED RECEIPT OF CONSTRUCTION RULES & INSURANCE/LIABILITY STATEMENT

I / My company, _____, have/has received and agree to comply with the Church Hill School Condominium Construction Rules and Insurance Requirements.

Contractor/Owner: _____ Date: _____

We have received a Certificate of Insurance for the above named Owner / Contractor.

CHCSA Representative: _____ Date filed: _____