

SMBT HOA Construction Agreement

(adopted June 2017)

Santa Monica Bay Towers Homeowners Association (“the Association” or “SMBTHOA”), 101 California Avenue, Unit 104, Santa Monica, California 90403 and _____ (“the Owner”), located at _____ make this Construction Agreement (“Agreement” or “the Project”) as of the ____ day of _____, 20____ [to be inserted by the Association when and if the Agreement is approved by the Board of Directors].

OWNER REPRESENTATIONS

- A. The Owner represents that it is the legal owner of Unit # _____ (hereinafter “Unit”) and a Member of the Association.
- B. The Owner represents that by submission of this Agreement to the Association, the Owner is requesting that the Association grant the Owner permission to perform construction in Unit _____ only pursuant to the written approved terms of this Agreement.
- C. The Owner represents that the SMBT HOA is relying on the veracity of the Owner’s representations in the Construction Agreement.

TERMS AND CONDITIONS

- 1. **Scope of Work.** The proposed alternations, inclusive of the completed Construction Agreement Checklist together with drawings and specifications prepared by a professional architect or engineer licensed by the State of California and included as Exhibit 2, are the only approved scope of work. The Owner acknowledges that the Owner is liable and wholly responsible for the work performed by the Owner or their contractors.
- 2. **Contact.** The Owner agrees that _____ [to be printed by the Owner] is the authorized representative of the Owner for execution of the Agreement and who the SMBTHOA communicate with regard to the Agreement; emails, phone calls and communications from other Owners WILL NOT be returned.
- 3. **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 the Owner’s sole expense, whether such conditions are found in the Unit or the common areas surrounding the Unit. Contractors must walk through with the GM to go over repairs and alteration to be made prior to the start of construction.
- 4. **Fees and Reimbursable Costs.** A copy of the \$500 non-refundable fee to SMBTHOA and the \$550.00 fee to SMBT HOA for reimbursement of the Initial Plan Review by the Consulting Architect submitted with this Agreement are attached as Exhibit 3. The Consulting Architect may provide further consulting to the HOA or the Owner for a fee of \$275 per hour. The Owner shall reimburse the Association for all additional costs and expenses incurred by the Association related to the review and approval of the Construction Agreement and completion of the Project

including but not limited to consulting, inspection, and attorney's fees. The fees are a Special Assessment against the Unit if not paid.

5. **Inspections.** Execution of this Agreement by the Owner is Notice that during the term of the Project the Association may enter the Unit at any time. If the Owner is living in the Unit, inspections will be Monday through Friday from 8 AM to 4:30 PM. No other notice is required. As a condition of approval of the Agreement, the Owner will provide the SMBT GM with a key to the Unit. No other notice is required and the Owner's presence is not required. The Owner agrees to a fine of \$500.00 every time an inspection is not allowed. Such inspections do not relieve the Owner from their duty to comply with the Association's requirements and all applicable Building and Fire Codes.
6. **City of Santa Monica Inspections.** The Association shall have the right, but not obligation, to participate in any inspections by the City of Santa Monica. The Owner will notify the SMBT GM of the date and time of any inspection by the City of Santa Monica forty-eight (48) hours prior to the date of the City's inspection. The Association shall have the right to discuss any and all matters pertaining to the Unit and to schedule inspections with the City of Santa Monica. Building permits by the City do not constitute approval by the City or the Association.
7. **SMBTHOA Final Inspection.** The Owner must notify the Association in writing that the Project is complete and request a final inspection by the Association. If the final inspection is not conducted at the same time as the City's final inspection, a request for a final inspection will include a copy of the City of Santa Monica's final inspection approval. The Owner and SMBTHOA will cooperate to schedule the final inspection at a mutually convenient time.
8. **Liability for Damages.** The Owner assumes liability for injuries to persons and/or property damage to the common area or other units arising out of the Project. If the damage is not repaired in a timely manner, the Association may make repairs and deduct the cost from the Deposit or special assess the Owner.
9. **Liability for Mitigation.** The Owner 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 Owner.
10. **Schedule for Completing the Project.** The maximum time for completion of the Project is 180 calendar days from the date of approval by the SMBTHOA Board of Directors (hereinafter "the Completion Date."). The Owner may request extension(s) not to exceed three hundred and sixty-five (365) calendar days from the date of approval of the Agreement by the SMBTHOA Board of Directors (hereinafter "the Extended Completion Date"). If work continues after the Completion Date, or Extended Completion Date, whether by amendment of, or violation of, the Construction Agreement, the Owner the Association may, in its sole discretion, deduct from the Deposit, or special assess, \$300.00 per day against the Owner.
11. **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. All contractors shall maintain valid insurance and contractor's license through the project. Even if contractor(s) are licensed and insured, they may be banned from SMBT if, in the opinion of the Board they are unreliable,

unsafe, or establish a pattern of violating the Association's rule or standards. All contractors' employees and helpers must provide valid California identification.

12. **Entry to SMBT.** Only the contractor(s) listed in Exhibit 4 shall be permitted to enter SMBT pursuant to this Agreement (hereinafter "the Contractor(s)"). If the Contractor(s) utilizes subcontractors, the Contractor(s) must register the subcontractor(s) with the SMBT GM prior to entry being permitted.
13. **Insurance.** The Contractor(s) Proof of insurance naming both the Owner and SMBTHOA as additional insured shall be attached in Exhibit 5. The Insurance shall be in a face amount of at least \$500,000 for every occurrence of personal injury or property damage. The Contractor(s) shall provide updated Proof of Insurance upon request.
14. **Compliance with Code.** The Owner shall ensure that all work and materials related to the Project shall comply with all applicable Building and Fire Codes. The Owner shall obtain all necessary permits required by the governing agencies to perform the work. Corridor and common walls to be full height (slab-to-slab) 1-hour fire-rated walls.
15. **Permits.**
 - A. The City of Santa Monica generally requires that the SMBTHOA issue a letter authorizing the Owner or Contractor to pull Permit(s) for the Project. SMBTHOA will issue the letter only after the Board of Director approves the Construction Agreement.
 - B. A copy of the permit(s) from the City of Santa Monica and any other applicable governmental agencies shall be provided SMBTHOA upon issuance. The Permit(s) shall be displayed on the exterior of the front entrance of the unit at all times during construction. If the Permit(s) are not displayed on the exterior entrance, the Contractor(s) or subcontractors will not be permitted to enter SMBT. If the Permit(s) are expired prior to final inspection by the City, no Contractor(s) or subcontractors will be permitted to enter SMBT unless and until the Permit(s) is extended or a new Permit(s) obtained.
 - C. The Owner will provide SMBTHOA will a full-sized copy of the drawings/plans stamped and dated by the City of Santa Monica.
 - D. There may be items permitted by the City of Santa Monica that are prohibited by the Association.
16. **Water & Utility Shut-Offs.** Water and utility shut-offs to the Unit must be requested between 72 hours prior to the requested shut-off date and shall be coordinated with the Building Engineer.
17. **No Floor or Structural Ceiling Penetrations.** The Owner acknowledges that SMBT is a concrete structure and warrants that NO CORING, CUTTING, CHIPPING, TRENCHING OR PENETRATIONS of the floor slab or structural ceiling shall be made. The Owner further understands and agrees that violations of this provision will result in substantial fines until such repairs are completed.
18. **Hardwood, Tiles, Stone Flooring.** Hard surfaced floors are permissible and must meet sound testing requirements so as to avoid noise problems with sound transfer. Make sure your installer

knows that he or she needs to meet 52dB FIIC (Impact Sound Reduction) and 52dB FSTC (Sound Transmission Class) rating. It is recommended that the Owner meet 65dB FIIC and 60dB FSTC. The manufacturers can supply your installer with the specifications they need for installing the materials. You should be aware that installing hard-surfaced floors may require the adjustment of doors and rising of cabinets. Please make sure your installer accounts for these in his or her bids. If hard surface floor is not installed to the appropriate sound proofing level, Owner may be required to carpet over or remove floor. A sound test is mandatory upon completion of the installation. The cost of the sound test is the responsibility of the Owner. The Owner shall promptly remove the floor if it does not meet the 52dB standard. Please contact Management for assistance with scheduling the sound test. The owner contracts with a sound testing company. A copy of the report, showing the Unit complies with the requirements set forth in this agreement, must be given to Management.

19. Unit Ceiling Raising.

- A. Raising Ceiling Is In the Sole Discretion of the SMBTHOA. If the Scope of Work as approved by SMBTHOA includes removal/raising of the ceiling in the Unit, the Owner agrees and acknowledges by submission of the Agreement that the Board has the right to refuse without considering any precedent of other owners that have done so.
- B. Air Space Remains Common Area. The Owner acknowledges and agrees that the air space above the raised ceiling is Common Area and remains Common Area regardless of the removal of the ceiling; Common Area is still defined as the “air space” surrounded by the perimeter walls and the eight feet height from the floor throughout the entire unit.
- C. Sound Mitigation Requirements. SMBTHOA authorization to raise the ceiling requires the Owner to leave minimum 18” air space above the new suspended ceiling AND provide an independent test by a licensed firm to verify an acoustical airborne standard of 60dB FSTC is met. The Owner agrees to investigate and determine the cost of independent testing prior to signing the Agreement.
- D. No Removal, Modifying or Tampering with Common Area Equipment. Approval of a Scope of Work to removal the ceiling is not approval to modify or tamper with any Common Area equipment in the Common Area.
- E. Removal Permission. SMBTHOA reserves the right to revoke approval of the ceiling at any time and require restoration of the original height ceiling at the Owner’s expense.
- F. Conditional Approval Follows the Property. The ownership still remains as recorded originally in the Los Angeles County official records.
- G. Disclosure. The right to revoke approval must be disclosed to any future owners, lenders, appraisers and escrow companies handling the transaction and through HOA certification.

- 20. Security Deposit.** No more than five (5) calendar days after the execution of the Agreement by the SMBTHOA and before commencing the Scope of Work, the Owner shall deliver to the Association the Security Deposit, payable to SMBTHOA, in the amount of \$6,000. If not forfeited in all or in part, the Security Deposit shall be refunded to the Owner less any costs, fees, or penalties that have been against the Owner. The refund, if any, will be sent within forty-five

(45) days following the Association's final inspection approval.

21. **Architectural and Construction Rules.** Additional rules governing construction pursuant to this Agreement are set forth in Exhibit 6.
22. **Enforcement Protections.** The Association shall have the authority to impose monetary penalties, suspend work as well as workers' access to the Project, cure the violation or repair the damages and special assessment for reimbursement, and take such other action as may be allowed by law. Unless otherwise provided for in this Agreement, minor violations of the Association's rules may result in monetary penalties of up to \$5000.00. Failure to comply or to restore conditions shall result in additional fines of up to \$1000.00 per month. Serious violations or actions endangering the health, safety, or welfare of residents, Association employees or guests will result in larger monetary penalties and/or expulsion of workers from the building superintendent.
23. **Hold Harmless.** The Owner and Contractor(s) and subcontractors shall indemnify, defend, and hold harmless the Association, its members, agents, servants, employees, officers, and directors from any claim or liability arising directly or indirectly from the work performed by or on behalf of the Owner. The indemnity shall survive termination or completion of the Agreement.
24. **No Reliance.** In entering into the Agreement, the Association is making no warranty or representation with respect to any aspect of the Scope of Work including the design, materials, construction method, engineering, safety of the work, or final product. The Owner is relying solely and exclusively on his/her own judgment and/or on the judgment of his/her architects, contractors, and/or advisors.
25. **Notice.** Notice will be deemed given if it is sent by email to the address below (deemed delivered by the sent date), regular mail (deemed received seven calendar days from the date of mailing), or hand-delivered (deemed delivered as of the date signed for at the front desk or by other evidence of delivery) to the following:

The Association: Board of Directors, SMBTHOA
(mail or hand-delivery) 101 California Avenue, Unit 104
 Santa Monica, California 90403

Email: cbolander@actionlife.com

The Owner

Email: _____

26. **Injunctive Relief.** The Owner acknowledges that in the event of breaches the terms of this Agreement, the Association will be damaged but the amount of damage will be difficult, if not impossible, to calculate. Since damages will be an inadequate remedy, the Owner agrees that the Association can apply for and obtain a temporary restraining order and preliminary injunction, either mandatory or prohibitory in effect, to compel compliance with the covenants contained in the Agreement.

27. **Attorney Fees and Costs; Choice of Law; Venue.** In the event an action is filed to enforce, interpret, or compel compliance with this Agreement, the prevailing party in such action shall recover reasonable attorney fees and costs. The choice of law shall be that of California. The venue shall be the City of Santa Monica.
28. **No Waiver.** No action or omission of any kind by the Association or any of its representatives, at any time, shall be deemed to constitute a modification or waiver of any rights contained in this Agreement. This Agreement can only be modified by a written amendment signed by the Owner and SMBTHOA.

Executed by authorized individuals:

Owner's Signature Date

PRINT NAME

SMBTHOA by:

SMBTHOA General Manager Signature Date

PRINT NAME

SMBTHOA Board Member Signature Date

PRINT NAME

CONSTRUCTION AGREEMENT (JUNE 2017)

EXHIBIT 1

LEVITT GROUP HOA REVIEW “HOW TO DO A FIRST SUBMITTAL”

See Attached SMBTHOA’s Consulting Architect Highlights
Requirements for Plan Submittals

CONSTRUCTION AGREEMENT (JUNE 2017)

EXHIBIT 2

SCOPE OF WORK (JUNE 2017)

SCOPE OF WORK (also referred to as “the Project”)

Specifications and Drawings, and related materials (Checklist, product cut sheet, material submissions) prepared by a licensed professional architect or engineer and approved by the SMBTHOA advisory Consulting Architect.

CONSTRUCTION AGREEMENT (JUNE 2017)

EXHIBIT 3

CONTRACTOR(S) , INCLUDING SUBCONTRACTOR(S)

Please list all contractor(s) and subcontractor(s) that require entry to SMBT together with the contractor's license number

CONTRACTOR NAME AND ADDRESS

CONTRACTOR'S LICENSE NO.

CONSTRUCTION AGREEMENT (JUNE 2017)

EXHIBIT 4

COPIES OF \$500 AND \$550 FEES PAID

CONSTRUCTION AGREEMENT (JUNE 2017)

EXHIBIT 5

CONTRACTOR'S PROOF OF INSURANCE

CONSTRUCTION AGREEMENT (JUNE 2017)

EXHIBIT 6

ARCHITECTURAL AND CONSTRUCTION RULES

The common areas of the building, which include the driveway, gardens, lobby, recreational facilities, meeting rooms and corridors are controlled and maintained by the association. The fire alarms and smoke detectors, which are located in individual units, are the responsibility of the SMBT Homeowner's Association because they are part of the Building's Fire and Life Safety System.

- 1. Plan Submittal.** Two sets of plans must be submitted to the Association for review and remain the property of the Association. All technical and engineering matters are the responsibility of the Owner. Submissions for review must include separate drawings of (1) existing conditions, (2) demolition, and (3) proposed alterations. The Owner must have all specifications submitted completely. That includes engineered specifications mechanical drawings, finish specifications and total construction time schedule. **The Association shall have a minimum of 45 days to approve/disapprove once it has a completed Agreement. If the Owner does not make the Agreement complete within 45 days the Agreement will be deemed withdrawn.**
- 2. Approvals.** Plans are reviewed by the Association and are approved in writing by the Board of Directors. ****For all Major remodels, a third party Licensed Architect, Levitt Group Architects, will review Homeowner Association Plan Submittals. The Owner is responsible for all fees. If approved, work is then scheduled with the Management Office. Plans are permanently on file in the Management Office.**
- 3. Appeals.** Should the Association not approve the Owner's plan, it may be resubmitted when the changes are made to conform to the required standards.
- 4. No Smoking.** As per Santa Monica ordinance, no smoking is allowed in Common Areas including parking areas, hallways, and stairwells. **The Smoking Designation Status of the Unit is: Non-Smoking__ ; Smoking__ ; not designated__.** If the Unit is a smoking unit, smoking is permitted with the door(s) closed; smoking is not permitted on the balcony.
- 5. No Signs.** No signs or advertisements for contractors may be displayed in or around the unit or in Common Areas.
- 6. Compliance with Rules and Codes.** All Contractors and Owners must comply with all applicable Federal, State, and local laws, including but not limited to all applicable building codes.
- 7. Working Hours Are Monday through Friday, 8:00 a.m. to 4:30 p.m.** No work is allowed on Saturdays, Sundays, or Holidays. Deliveries of equipment, supplies, appliances, tools, and furniture may take place only during these hours. Personnel shall stop work in sufficient time to clean up and vacate the premises by 4:30 p.m.

8. **Work Restricted to Unit.** There shall be no materials or equipment kept or stored, or work performed, at any time in the Common Areas, including the hallways, lobby, balcony, stairwells, or garage.
9. **Worker Restrictions.** Workers are not allowed to bring children or pets onsite. All workers must wear shoes, pants and shirts at all times. Workers may not eat or take breaks in common areas or on balconies. Extensive construction projects may require the use of potable rest rooms to be provided by the owner. Alcoholic beverages, intoxicants, drugs or other controlled substances are not permitted on the Association property or used by workers. The Association reserves the right to remove any worker from the premises for violation of these rules or do to conduct which endangers, disturbs or harasses residents, staff or guests. Smoking on balconies and dropping cigarette butts over the side is strictly prohibited for all workers.
10. **Unit Door(s) Closed.** Doors to the Unit must be kept closed during the entire construction process.
11. **Supervision:** any major project involving extensive demolition, moving of walls, deck cutting, or any activity as required by the Architectural Review Committee must employ a job superintendent on the job site a minimum of (6) hours every day during the construction period.
12. **Hallway Carpets Protected.** All carpet in the Common Areas is to be protected with **Masonite**, with **joints taped** (using appropriate tape) to the carpet from the elevator to the unit so that no carpet is left exposed. The contractor must remove this protective covering and **vacuum the hallway carpet** before 4:30 p.m. each day. If carpet is not covered the Association has the option of protecting the carpet and assessing the Owner. In addition, a fine of \$50.00 per occurrence may be levied for every violation.
13. **Access for Contractors.** Contractors must use the garage service entrance to enter SMBT. In order to enter the Garage, Contractors must sign in and be admitted by the Front Desk Personnel. They must show a California I.D. badge and be given a Garage parking permit. Non-permitted vehicles may be towed. They then proceed to the Garage and use the Freight Elevator to access the appropriate unit. No workmen or tools are allowed in the passenger elevators.
14. **Service Elevator Scheduled and Padded.** Construction personnel may use only the service (east) elevator and only if it is padded. The Contractor must schedule use of the elevator with the SMBTHOA GM prior to the day of use. It may only be used if it is padded. The elevator may not be kept open and stopped on a specific floor for more than five (5) minutes, which should be adequate for loading or unloading. If necessary, an elevator lock key will be issued temporarily and can be used to hold the elevator doors while loading and unloading. **If loading or unloading take more than five (5) minutes, the east elevator should be reserved at least 7 calendars days in advance for use.**
15. **Parking Is Very Limited.** On-site parking in the garage, if available, is limited to two (2) vehicles daily during the construction process. Any such vehicles shall be parked solely in spaces designated by the SMBTHOA GM. Contractors and construction workers may not park in the Motor Court without proper authorization from SMBTHOA GM. Metered parking is available on Ocean Avenue.
16. **Construction Workers Identified.** Only employees of the Contractor(s) listed in Exhibit 3 will be permitted to enter SMBT. No other personnel will be allowed on site. All workers shall be appropriately dressed at all times and shall sign in and out on a daily basis.
17. **Daily Trash and Debris Removed.** All trash and debris must be removed from SMBT daily. **The trash chute on each floor may not be used construction debris. The SMBT dumpsters, including**

recycling dumpsters, may not be used. Any Contractor(s) violating the rule will be barred from SMBT, and the Owner will be fined \$50.00 per violation.

- 18. Dumpsters.** There is no room in the building for extra dumpsters. The contractor must remove all construction and remodeling debris daily or arrangements can be made with the city to park a container on the street. Any debris used during construction must be aesthetically presentable at all times including the tidy maintenance of debris in and around dumpster. The dumpster must be covered at the end of every day to prevent wind spreading debris and scavenging. Any owner of a unit failing to properly maintain a dumpster will be fined \$250 each day.
- 19. Utility Shut-Off Coordinated.** Contractor(s) whose work will require the water, electricity, or HVAC to be turned off shall make arrangements with the SMBTHOA GM three (3) working days in advance so residents to be notified at least 48 hours in advance of the shut-off. Water may only be turned off between the hours of 10:00 a.m. and 2:00 p.m.
- 20. Equipment and Material Use and Storage.** No equipment or materials shall be stored in the Association's hallways, lobbies, garages, or other common areas. No equipment or materials shall be stored on the unit's balcony. Workmen cannot use their equipment in the service hallway, elevator lobby or garage.
- 21. Weight Limitations:** There are weight limitations on each floor. Any changes in the structural load of a unit must be submitted for review and approval by the Association's Consulting Architect.
- 22. Noxious Fumes Prevented.** No oil based paint or lacquers may be used inside the unit. Lacquers must be used offsite and finished products brought on site once it has cured. When applying lacquers and paints all windows must be open and fans used to ventilate the unit and to keep fumes from entering the hallways. No hot-mopping is permitted. No toxic products may be used.
- 23. Smoke/ Heat Sensors Covered.** Beware, the smoke detectors in the building are very sensitive. The detectors must be protected by covering them while creating and dust or spray painting, staining. Remove these covers at the end of each so the detector remains functional. Coordinate the coverings of the detectors with Building Engineer prior to the work. A fine of \$500 dollars will be charged for each smoke detector covered over night. A fine of \$500 dollars per occurrence will be charged for blocking fire exits. Tampering with fire alarms will stop construction immediately and the contractor may be barred from the job. The homeowner can be fined for up to \$1000 dollars for violations of their contractor.
- 24. Announcement Speaker Covered.** The announcement speaker (located above the front door) may not be removed, replaced or painted.
- 25. Fire Sprinkler Heads.** Fire sprinkler heads located throughout the unit are required. Horizontal connections to corridor sprinkler lateral for future connection are required.
- 26. Chandeliers.** Chandeliers or similar light fixtures that weigh over twenty-five (25) pounds must be installed with special supports. Plans for these supports must be submitted for approval. A modified bracket solution is allowed for chandelier installation. No coring or penetrating of the slab is allowed.
- 27. Access Panels.** At least two (2) access panels must be installed for future access to attic area.
- 28. Floor Coverings.** Floor areas that are to be carpeted must be under laid with ninety (90) ounce rubber padding, sixty four (64) ounce waffle padding, one half inch (1/2) thick rebound foam rubber padding or

Healthier Choice seven sixteenth (7/16) inch Green Carpet Pad. Any floor where carpet is not used must meet the 52dB FIIC (impact sound) and 52dB FSTC (Sound Transmission Class) ratings. Hardwood, ceramic tile, marble or other hard surfaces must have a specialized sound barrier or equivalent soundproofing material as an underlayment to meet these sound ratings. **The product to be used must be submitted and approved by the SMBTHOA Consulting Architects. Underlayment must be inspected and approved by SMBTHOA Consulting Architect before final flooring is installed.**

29. Soundproofing Requirements: Any modifications that may impact sound levels between units must be reviewed by a sound engineer and approved by the Association.

A. Unit ceilings must have a minimum R-19 rated insulation. In addition, all areas including but not limited to recessed light fixtures and speakers must be overlaid with insulation material.

B. Stereo speakers may not be installed on unit walls due to sound transmission to adjoining units.

30. Electrical and Plumbing Work: Licensed contractors must do work of this nature. Plans must show all new installations and must be reviewed by Architectural Review Committee. Any angle stop (fixture shut off valve) must have a brass or equivalent handle stem (no plastic stemmed valves) and it must have a threaded inlet (no compression type) Stainless steel braiding must reinforce all hoses installed in a unit. Any new shower or sink fixtures which cannot be verified as not to cause a crossed problem must have check valves added to the supply lines and must have access for building engineers to service check valves. All toilet rings must be flush with finished floor material. Toilet ring must be leaded (in lieu of rubber compression). All plumbing lines (hot, cold and drain) especially those close to sleeping areas must be sufficiently insulated against noise transmissions into the unit. All sinks must have overflow protection.

31. Lighting Work. Recessed lights must be LED one (1) hour rated or boxed with five eighth (5/8) inch drywall- 'X' Manufacturer of light fixtures will approve box size and both must be covered with a minimum R-11 rated insulation. Once construction is underway, any existing light fixtures and/or speakers found to be unboxed must be brought up to standard.

32. Utility Shut Downs. Should electrical, gas, sprinklers or water utilities need to be shut down for work in a particular unit, contractors/homeowners must coordinate a date with the Building Engineer. A Full Building Shut Down has a fee of \$1500 per Shut down.