

UNIT MODIFICATION & CONSTRUCTION AGREEMENT

The following procedures and requirements are designed to ensure that unit modification work undertaken by an individual Co-Owner is consistent with the Bylaws and Declaration of the Conditions, Covenants and Restrictions of the Riverside Council of Co-Owners and does not adversely affect the structural or aesthetic integrity of the building nor create any unnecessary nuisance to other Co-Owners. It shall further be understood that it will extend to all affiliated parties of the Co-Owner, including but not limited to vendors, suppliers, contractors, delivery services, etc.

All contractors, vendors and delivery people must register with the Property Manager. They need to sign-in. If the Property Manager is not available a sign-in sheet will be posted.

Major Renovations -- When major renovations are being planned, plans must be reviewed by the Board prior to commencement of work. When a contractor/sub-contractor is engaged to work on a unit, the Co-Owner is responsible for any damage to the common property – inside and outside. **A copy of any permits required from the town of Tappahannock or the county of Essex along with a copy of the contractor's license and/or licenses of hired sub-contractors must be supplied to the Co-Owner. The Co-Owner must provide a copy(s) to the Board. A deposit of \$1,000.00 is required prior to commencement of work.** This deposit will be returned to the Co-Owner after a post-construction inspection by management. If there are any unresolved issues Management will have the option of having any damage repaired and/or clean-up completed. The Co-Owner will be provided a complete report and receipts for all work, as well as the balance of the deposit not expended. In the event the actual cost of repairs exceeds the \$1,000.00 deposit the Co-Owner will be invoiced separately with supporting receipts for required services.

Prohibited Modifications – It should be noted that the Riverside Council of Co-Owners governing documents prohibit the modification of the following: (a) impact or alter the building infrastructure; (b) require modifications to or permanent intrusion into common unit wall; (c) alter the exterior visual appearance of the building; (d) alter the appearance of wall or floor surfaces in the interior corridors; (e) non-conformance with one or more of the town/county building codes. The building infrastructure is defined as any element or component behind the outside face of the unit's interior sheet-rocked wall surfaces.

Improvements that do not require Council's Review - Interior unit paint, light fixture replacement - but not re-location, interior door replacement; interior baseboard, door casing and trim replacement, sink faucet replacement, appliance replacement, carpet replacement, countertop replacement. When replacing or adding floor covering on the balcony any holes or cracks must be repaired prior to installing the covering. Although the aforementioned unit modification items do not require the Council's review, the work is still subject to the restrictions detailed in the governing documents as well as this document. It is strongly recommended that prior to embarking on any home improvement project consult with the building manager.

The Co-Owner/Contractor agrees to the following rules and procedures applying to all work undertaken by the contractor/sub-contractor and all affiliated parties:

Insurance – A certificate of Insurance must be provided by the contractor to the Co-Owner showing liability coverage limits along with a certificate for Workmen's Compensation. The Co-Owner must then provide a copy to the Board of their insurance and bonding policy. In the event the owner employs an unlicensed/uninsured contractor the Co-Owner must provide evidence of insurance and have the Riverside Council of Co-Owners as an insured party.

Security – Co-Owner/Contractor are required to keep Management apprised of all significant construction events including but not limited to material deliveries, cranes, core drilling, and power activated tools. A notice of two (2) working days is required prior to scheduling such work. The purpose of this policy is to allow Management the opportunity to provide neighboring residents with warning of such events. All deliveries must be scheduled with Management in order to insure the security of the Building. **Under no circumstances are any building entry doors to be chucked or tied open. The entry doors must be monitored by either the Co-Owner or a member of the contractor's team whenever deliveries are made. This is a secure premise and must remain secure at all times.**

Work Hours -- All construction work related to the improvement of subject unit shall be conducted during the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. To protect the quiet enjoyment of all residents, no work shall be conducted on Saturdays, Sundays or recognized holidays. **Exception:** On Saturdays, Sundays or recognized holidays, painting and wallpapering and similar work may be performed by the Unit Owner personally but may not be performed by a Contractor or Sub-contractor.

Path of Egress – Co-Owner and contractor shall maintain a clear and constant path of egress throughout the building common areas for the term of construction. Under no circumstances shall construction or staging occur in corridors, in the lobby, on the sidewalk, garage, or on other Riverside Condominium common areas. The carpeted areas must be protected with appropriate coverings to avoid damage to the carpet!

Parking -- No construction parking is allowed in the garage or in the parking area designated "Visitors Parking". No parking is permitted on the lawn of the Condominium.

Signage – Under no circumstances shall contractors install signage in or around the building.

Clean-Up – All common areas must be maintained in clean condition at all times during the course of construction and/or deliveries. In the event that the building's common areas are not cleaned (inside and outside) Management will contract janitorial service to clean and remove debris at the Co-Owners expense.

Damage to Common Areas -- Any damage to the common areas will be promptly repaired or Management, at their option, will have it repaired and the Co-Owner will be billed for the repairs.

Construction Debris – Under no circumstances shall the Condominium's trash receptacles, recycling cans, compactor or common areas be used to store or dump any construction-related materials or byproducts. All construction debris (including cleaning of paint, drywall tools, etc.) must be disposed of off premises.

Schedule Access of Elevator – To insure that the protective padding is installed on the elevator and to minimize the inconvenience to the other residents of the building the following elevator policy shall be enforced during the course of construction: The Co-Owner/Contractor must schedule the use of the elevator for the purpose of moving materials and/or equipment two (2) working days prior to the proposed use date. All elevator scheduling shall be made directly with the property manager. Under no circumstance will the load exceed 80% of the posted load/weight limit which is 2500 pounds. In the event damage should occur to the elevator as a result of the misuse of the elevator the Co-Owner/Contractor will be responsible for the cost or repair and/or replacement of the elevator system or cab.

Schedule Anticipated Interruption of Services – Any and all interruptions to any common systems, such as but not limited to plumbing, electrical, mechanical, fire system, etc. which will affect other units must be scheduled with Management at least 2 days prior to the interruption in service. Management will notify all affected residents. The scheduled duration of the interruption should be kept to a minimum.

Noise – Under no circumstances shall stereo/radio or other sound equipment be used in a manner that is a nuisance to the other residents during construction.

Should these rules and conditions be disregarded it could result in a work stoppage.

Each Co-Owner and their Contractor shall execute the following agreement prior to the initiation of work on the unit:

I have received, read and understand the terms and conditions of this document known as the Unit Modification & Construction Agreement. As Co-Owner I take full responsibility for all contractors hired to work in my unit, and as such understand that no change may be made to the common areas of the building, including space between units, building exterior, etc. Furthermore, by signing this document I accept complete financial responsibility for all damages that may result to the building or otherwise that is a result of the work performed in my unit.

Riverside Council of Co-Owners Representative

Date

Co-Owner

Unit Number

Date

Co-Owner

Date

General Contractor

Date