

## Owner-Initiated Construction/Renovation of Condominium Units

Owner-initiated construction/renovation/redesign of individual units (“Remodel Projects”) is welcome insofar as it increases the value of the individual unit and the complex as a whole. The following rules are designed to ensure that work is done with HOA knowledge, including Board approval, and with basic safeguards in place, to facilitate the process for Owners who wish to renovate or remodel their units, and to avoid shoddy work and unpleasant situations for the property manager (“Manager”), the board of directors (“Board”), and other Owners who are invariably affected by any Remodel Project.

Remodel Projects are defined to include any Unit alteration that requires contractors/trades to be on the property, whether for less than a day or for longer periods of time. ***Please note that Board approval is required for any Remodel Projects where the contractor will be on the property more than 1 day.***

The following Rules apply to any Remodel Project:

- a. Prior to the commencement of any Remodel Project, the Owner must submit to the Board a written request (Addendum B, Section 2, “[Owner Remodel: Application for Board Approval](#)”), including a description of the work to be accomplished for any type of Remodel Project regardless of whether such project affects the Limited or General Common Elements, such as load bearing walls, windows, exterior doors, roof, structural changes, combination of units, fireplace, appliances, etc., along with any construction plans developed for the Remodel Project.
- b. Soundproofing of flooring is required for any installation of new or replacement tile, hardwood, vinyl or similar type of flooring for any Units not on the ground floor of the building. A soundproofing pad of ΔIIC 20 or greater should be used. Carpet installations do not require an extra soundproofing layer as long as the new carpet includes a pad of 3/8” or greater thickness underneath the carpet. Details of this soundproofing to be used should be provided to the Board for approval.
- c. Floor Leveling - There have been several incidents lately when liquid floor leveling was applied to an upper unit and it quickly leaked into the unit below. To prevent this from happening, the Board has decided to have a procedure in place to mitigate this problem.
  - i. Before any liquid floor leveling is poured, the area to be leveled must be sealed along any and all vertical surface joints.
  - ii. For concrete substrates, fill in deep areas, holes and cracks with an appropriate patching compound or screed. Otherwise, a fluid self-leveler may leak through to a floor below or into unwanted cavities.

- iii. The concrete surface must be primed with a primer before applying the leveling compound. This is meant not only to improve adhesion with the leveling compound but also to serve to seal the concrete slab beneath.
  - iv. Prior to pouring the compound, in the unit below, 1 large plastic sheet must be laid on the floor, carpet, cabinets or furniture that completely covers any possible areas that could get damaged by a leak. This includes under the pour area and under any adjacent penetrations through the ceiling such as ceiling lights, ceiling fans and where the large vertical support beams meet the ceiling above. A person must be posted in the condo below that has immediately at hand rags, a couple wet rags and 2 buckets to catch drools or drips. Watch closely for leaking around the ceiling just below the above pouring area, especially around light fixtures. Remember that the cleanup done after the cement is dry will be difficult if not impossible.
  - v. There must be at least a 48 hours advance notice to the manager and the owner of the condo below when there is a planned floor leveling pour. The manager will give access to the condo below for the person that will be posted.
  - vi. The owner doing the floor leveling is financially responsible for any damage, any cleaning required, and any future complications or damage caused by leaks into the ceiling that go undetected until a later date in the future, in the unit below his/her condo.
- d. **The Owner must obtain written consent from the Board. See [Addendum B](#) for instructions on how to apply for Board approval and supporting documents.** Approval of the proposed Remodel Project will be at the Board’s sole discretion. The Board shall address all requests for approval with due diligence, but the Board’s failure to approve an Owner’s request/application within a certain timeframe will in no event be deemed Board approval.
- e. If any Remodel Project is begun without the required Board approval, the Manager will immediately
- i. cause the construction to cease and any contractors/trades will be asked to leave the property, and
  - ii. advise the Board of the construction/renovation work being performed by the Owner. Appropriate fines will be imposed upon the Owner.
- f. All Remodel Projects must conform to current Town of Snowmass Village (“TOSV”) building codes, and licensed contractors must be hired and building permits must be obtained as required by TOSV building codes. Plans and construction diagrams for all Remodel Projects that require TOSV permits or inspection must be filed with the Board.
- g. Once Board approval for a Remodel Project is given, the Board will inform all Owners that the remodel is planned, and the proposed start and finish dates. An outline of the letter that the Board

will distribute is shown in [Addendum B, Section 4](#). The Property Manager will also post or deliver notices to the occupants of each adjacent unit, since they will be the most affected by the work.

- h. Each Owner shall use reasonable efforts to conduct the majority of construction during off-season periods (Labor Day to Thanksgiving and/or April 15 to June 10). No construction work shall be performed before 8:00 A.M. or after 5:00 P.M., Monday through Saturday. No work shall be permitted on Sundays, unless prior written approval from the Manager has been obtained. If an Owner anticipates the Remodel Project cannot be conducted during the designated off-season dates, then Board approval for such non-permitted dates must be obtained during the Remodel Project approval process. Any such permission to work outside these designated days/hours will be granted only in extraordinary circumstances.
- i. Each Owner is responsible for ensuring that the contractor and any subcontractors associated with the project are aware of and adhere to the NO SMOKING policy throughout the complex, which prohibits smoking on balconies, patios, stairwells, driveway, grounds, and parking area, and within the Unit itself (see Addendum B, Section 3, "[Remodel Project Checklist for Individual Unit Owners](#)").
- j. Each Owner is responsible to ensure that all Common Elements are at all times free from construction dust, dirt, and debris ("debris"). Each day the General and Limited Common Elements must be left free of all construction debris in order for the surrounding unit Owners to be afforded a clean environment in which to live and enjoy the use of their Unit and the Common Elements. Each Owner shall be responsible for all costs related to construction debris removal not completed by any contractor hired by such Owner.
- k. Each Owner should consult with management about the movement of large items, such as appliances or large furniture, into and out of the Unit during Remodel Projects. The installation or removal of large items from middle and upper floor units by pulley system or other means over balcony railings is strictly prohibited, as the railings are not built to support the weight of any such items. While simple replacement of an appliance or furniture is not within the general scope of a remodel project, owners are required to inform the property manager of appliance and furniture delivery at least 48 hours prior to delivery, and preferably longer. Even the simple replacement of furniture or appliances necessitates careful planning for negotiation of stairwells and hallways and for removal and disposal of discarded boxes, packing materials, furniture and/or appliances.
- l. Each Owner is solely responsible for damage or loss to the Limited or General Common Elements or other unit interiors or personal property caused by such Owner's decorators, plumbers, contractors, movers, electricians, etc. during any Remodel Project initiated by an Owner on his/her respective Unit.

- m. The trash dumpsters are not to be used for construction debris, including but not limited to construction trash, discarded carpet or cabinets, etc. If a dumpster (e.g. 6 cu. yd. "pick up and put down" type) is required, the Manager shall determine the location of dumpster. "Roll-off" dumpsters are not permitted on site in case of damage to the driveway and snowmelt. Owners should consult with the Property Manager when planning to bring a dumpster on site. Owners shall be responsible for compliance with TOSV trash and animal codes with regard to trash bins and dumpsters. If the Manager determines that a Remodel Project is causing excessive trash that is discarded in the community dumpster, he shall require that a dumpster be obtained by the Owner at the Owner's expense and the Owner will be charged for excessive use of the community dumpster until a sole-use dumpster can be obtained. No construction materials, paint, oil, appliances, furniture, carpet, or any other items that are too big for trash dumpsters shall be placed within the garage area or any community storage area.
  
- n. Prior to removal or disconnection of any smoke detector or fire sprinkler unit, the Owner shall notify the Manager so false alarms do not occur. The Owner shall be responsible for any cost incurred in connection with any associated false alarms, cost of replacement, programming and installation of any smoke detector or fire sprinkler head within the Unit that is damaged during construction.
  
- o. The exterior of the buildings, the roofs, the grounds, the garages, carports, the exterior windows and the doors, the patios and decks, stairwells and landings (all considered to be and are defined in the governance documents as either Limited or General Common Elements) are owned by the Association and any modifications, repairs, or changes to these are solely the responsibility of the Association.
  
- p. Without the express written consent of the Board, no Owner shall do work of any kind that in any way affects, changes, disturbs or protrudes through the Limited or General Common Elements or is in anyway considered to be exterior to the interior walls of an individual Unit, including but not limited to the following:
  - i. Installation of dryer and/or exhaust vents which protrude through the exterior of the buildings. Ceiling joists shall not be cut, altered or damaged for the installation of any vents from a Unit. If a dryer or exhaust vent is approved and installed on the exterior of the building, the vent will be cleaned by a contractor hired by the Association each year at the expense of the Owner;

- ii. Installation of wiring for electrical, electronic, telephone, cable or for any other purpose;
  - iii. Installation of a television satellite dish, radio antennae, machines, or air conditioning units;
  - iv. Installation of gas lines for fireplaces, cook stoves, gas grills, or other appliances;  
or
  - v. Disturbance of the grounds for installation of gardens, paths, staircases, or landscaping.
- q. On completion of the remodel Project, the Owner must send a [“Notice of Completion”](#) to the Board and/or Property Manager, confirming completion of the project, detailing any scope changes from the original Board Application, and providing all permits and inspection approvals obtained in relation to the project. (See Addendum B, Section 5, “Notice of Completion” Form). The Board reserves the right to ask the Property Manager to inspect the remodel once it is complete.
- r. Maintenance and repair of any Owner-initiated exterior Remodel Projects are the maintenance responsibility of the Association but are the financial responsibility of the Owner for a period set by the Board and/or contained within a signed Agreement to Indemnify, which clarifies the responsibility of the Owner versus the HOA with regards to the renovation (See Addendum B, Section 6. for a typical [“Agreement to Indemnify”](#)).
- s. Any Remodel Project that fails to adhere to these rules is subject to a fine of not less than \$100 per day per violation, in addition to any other remedies, until the problem is deemed corrected by the Manager and the Board.

# Snowmass Mountain Condominium Association

## RULES AND REGULATIONS ADDENDUM B

### Remodel Guidelines

*SMC Remodel Projects Effective December 2019.*

- 1. Instruction for Obtaining Board Approval**
- 2. Owner Remodel: Application for Board Approval\***
- 3. Remodel Project Checklist for Use by Individual Unit Owners**
- 4. Model Letter to Unit Owners**
- 5. Notice of Completion Form\***
- 6. Indemnification Form (if required)\***

**\*THESE FORMS MUST BE SUBMITTED TO BOARD. Word versions of these documents will be made available for Owner use on the Owner website under “Remodeling Projects by Owners: HOA Requirements”**

## 1. Instructions For Obtaining Board Approval For A Remodel Project

1. Discuss the general outline of the project with the Property Manager, who can advise on potential problems or specific concerns that will need to be addressed when applying for Board Approval of the project.
2. Prepare an "[Owner Remodel: Application for Board Approval](#)" Form requesting board approval (see Form below and on Owner website under "Remodel Projects" for details).
3. Submit the document to Management or a member of the Board along with relevant contact details in case the Board needs to ask questions or request clarifications

The Board will confirm their approval of the Remodel Project request in writing. The Board may also require the owner to obtain insurance for the project and/or to sign an "[Agreement to Indemnify](#)", which clarifies the responsibility of the owner vs. HOA with regards to the renovation.

**NOTE: The Board will attempt to consider approval requests within a calendar month of receipt, but cannot guarantee to provide approval in less than 2 months. The timing of any project should take this approval period into account.**

4. Use the "[Remodel Project Checklist](#)" (see below and on Owner website under "Remodel Projects"), both at the start of the project and as the project proceeds, in order to ensure that all HOA requirements are met.
5. Provide a Remodel "[Notice of Completion](#)" to the Board and/or Property Manager once the work is complete, along with relevant permit and inspection approvals (see Section 5, "Notice of Completion" Form below).

**2. OWNER REMODEL: “APPLICATION FOR BOARD APPROVAL” FORM\***  
**Owner Application for Board Review of Remodel Project**

**Date Application Submitted:** \_\_\_\_\_

**Unit Number:** \_\_\_\_\_

**Unit Owner Name:** \_\_\_\_\_

**Unit Owner preferred contact information:**

\_\_\_\_\_

**Proposed Start Date of Project:**

\_\_\_\_\_

**Proposed Completion Date of Project:**

\_\_\_\_\_

**Project**

**Contractor:** \_\_\_\_\_

**DESCRIPTION OF PROJECT**

a. General description of the proposed internal renovations:

*Include a general overview of the work planned, paying particular attention to any electrical, gas, plumbing or other utility work that requires a TOSV permit and/or licensed contractor to conduct the work; Note that soundproofing of flooring is required for any installation of new or replacement tile, wood or similar “hard” flooring for any Units not on the ground floor of the building. A soundproofing pad of ΔIIC 20 or greater should be used. Carpet installations do not require an extra soundproofing layer as long as the new carpet includes a pad of 3/8” or greater underneath the carpet. Details of this soundproofing to be used should be provided to the Board for approval.*



b. Detailed description of any work that will impact the exterior of the building

*Include description and photographs as appropriate, to explain the exact path and visual impact that the running of any wires, pipe-work, meters, penetrations or other constructs will have on the exterior of the complex;*

c. Plans for removal of construction debris and other waste:

*Explain the steps to be taken to collect and remove waste generated as part of the project*

d. Disabling or removal of fire detectors or sprinkler heads

*Confirm whether or not this will be necessary as part of the project, and if it is, explain the steps to be taken to ensure that the detectors and/or sprinkler heads have been reinstalled correctly.*

e. Scope Changes

*Changes in scope are not uncommon during large or complicated remodel projects. Prior to initiation of any change of scope, owner must provide management a written description of planned scope change, which management must approve in writing. If in management's opinion, a scope change substantially alters a project, management will forward said documentation to the Board for review and approval.*

f. Adherence to the rules of the association with respect to this renovation (see Section 3, "Remodel Project Check List for Individual Unit Owners" below and on Owner website)

*Confirm that these are understood by the Owner and have been provided to the contractor.*

### 3. Remodel Project Check List for Use by Individual Unit Owners

Initial plans discussed with Property Manager

Plans submitted to Board

Approval obtained from Board

Insurance secured against damage to complex or adjacent units if so directed by Board

Town Of Snowmass Village permits obtained if required

Is contractor:  Bonded  Licensed

Contractor's name, business address, and business contact phone and list of all subcontractors filed with Property Management

Contractor has been informed of:

How to contact Property Management

NO SMOKING policy throughout complex.

NO SMOKING policy in individual units and balconies or patios and decks.

Owner responsibility for daily cleaning of construction debris from general common areas (stairwells, landings, parking areas) and limited common elements (LCE) (decks, patios, balconies).

Owner responsibility for final clean of area at completion of project.

No dumping of construction trash in HOA trash shed.

Responsibility to notify management when dumpster is needed.

Responsibility to notify management when construction vehicles will be parked on property during project and limited parking on site for workers.

Responsibility to consult with management for movement of large items into and out of condo unit;

\_\_\_ Contractor knows it is impermissible to install or remove items through windows or balconies on middle and upper floor units.

\_\_\_ Responsibility to notify management when construction spills into common areas or LCEs (eg, use of parking stall for sawing tile).

\_\_\_ Limits on construction hours and dates: M-S 8-5 pm April 15-June 10; Labor Day to Thanksgiving.

\_\_\_ Prior approval of scope changes documented

\_\_\_ Remodel "Notice of Completion" Form sent to Board and/or Property Manager

\_\_\_ All copies of all TOSV permits and associated inspection reports attached to "Notice of Completion" for filing with Property Manager

\_\_\_ All construction diagrams for any construction that affects Common Elements listed on "Notice of completion" Form and copies either attached to Form or provided to Property Manager for filing

#### 4. MODEL LETTER NOTIFYING UNIT OWNERS OF PENDING REMODEL PROJECT

Dear Unit Owner:

As per the HOA Rules and Regulations governing owner-initiated construction projects in individual condominium units, the Board is notifying you that it has approved plans to remodel SMC Unit X-Y.

*So and So of Express Renovations* is the general contractor. Plans include the following: *new wood floors, sand-blasting of ceiling beams, new carpet, new kitchen cabinets, new bathroom tile, new lighting, new paint, and the removal and replacement of the existing fireplace.*

Construction is expected to begin on **Month day** and to be complete by **Month day**.

Throughout the project the Owner may be contacted at ----- . Owners should contact the Unit Owner or the Property Manager immediately if they become aware of any problem or rule violation that occurs during the course of the construction project.

Sincerely,

SMC Board of Directors

## 5: Owner Remodel: "Notice of Completion" Form\*

Date of Original Board Application: \_\_\_\_\_

Remodel Completion Date: \_\_\_\_\_

Unit Number: \_\_\_\_\_

Unit Owner Name: \_\_\_\_\_

1. Description of any Scope Changes from the Original Board Application (attach documentation of changes and approvals)

2. Permits associated with Remodel (list permits and attach copies)

3. Inspection Approvals Associated with Remodel (List approvals and attach copies)

4. Construction diagrams/documents for any construction affecting common elements (List documents and attach copies, or confirm that all the documents listed have already been provided to the Property Manager for filing)

### Declaration of Completion

I confirm that the above Remodel is now complete, and all trash and debris related to the work has been removed from the complex. The Unit may now be inspected should the Board wish to do so.

Signed: \_\_\_\_\_

## 6. Agreement to Indemnify

### APPROVAL OF MODIFICATION AND AGREEMENT TO INDEMNIFY

**THIS AGREEMENT** is made by and between SNOWMASS MOUNTAIN CONDOMINIUM ASSOCIATION, INC. (the "Association"), and \_\_\_\_\_ ("the Owner") owner of Unit \_\_\_\_\_.

WITNESSETH:

1. The Owner would like to modify his/her Unit \_\_\_\_\_ and the building in which the unit is located at Snowmass Mountain Condominiums by applying to the Board of the Association for approval of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

2. The Board has considered the application and hereby grants its approval to the Owner, subject to the conditions set forth below.

3. The Owner hereby agrees to obtain all necessary construction permits and to pay all costs associated with the completion of the improvements, and further agrees to indemnify and hold the Board, the Association, and individual owners of units harmless for any and all costs or liability whatsoever resulting in whole or in part from such modification.

4. The indemnification commitment referred to in Paragraph 3 above shall remain in effect for a term of ten years, following the signing of this Agreement and shall run with Unit \_\_\_\_\_, regardless of ownership of the unit. The Owner shall notify any purchaser of his/her unit of this Agreement.

5. The parties agree that any dispute arising under the Agreement shall be governed by Colorado law, and that venue for any suit brought for breach of this Agreement shall be in a Pitkin County courts of competent jurisdiction to which jurisdiction the Owner hereby submits.

6. The Owner hereby designates the Management of Snowmass Mountain Condominiums as their agent for service of process, in the event of a suit brought by the Association, or the owners indemnified, to enforce any provisions of this Agreement.

7. This Agreement shall benefit and bind the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have signed this Agreement with the effective date of \_\_\_\_\_, 20\_\_\_\_\_.

SNOWMASS MOUNTAIN CONDOMINIUM ASSOCIATION, INC.

BY: \_\_\_\_\_

PRESIDENT

BY: \_\_\_\_\_