

Riverfront Condominium- Contractors

Bylaws

6.22- Requirements, Restrictions and Regulations Relative to Construction Activities.

The Developer hereby reserves the right during the Development and Sales Period and the Association thereafter shall have the right, to establish and enforce such rules and regulations relative to the performance of construction activities within Units and the Common Elements as the Developer determines to be appropriate in order to maintain the tranquility, appearance and desirability of the Condominium. Unless waived by the Developer in writing, the following rules, regulations, restrictions and requirements shall apply to any construction activities within the Units and the Common Elements:

A. Prior to commencement of construction, the Co-owner must obtain all permits and approvals required by all appropriate governmental authorities, and a policy or certificate of insurance, at the option of the Association, for coverage amounts required by the Association or these Bylaws. Any contractor and/subcontractor must have appropriate licensing as required by law.

B. Once commenced, all construction activity shall be prosecuted and carried out with all reasonable diligence, and must be completed as soon as practical after construction commences.

C. Except in case of an emergency involving the risk of human life, physical injury or substantial property damage, no construction activities shall be carried on within a Unit between the hours of 5:00 p.m. and 8:00 a.m., on any day, nor at any time on any weekend or any legal holiday. Construction activities shall be deemed to exclude general repair work performed solely by the Owner of a Unit.

D. The following requirements shall apply to construction within the Condominium, which requirements shall be in addition to and not in lieu of other requirements set forth in this Master Deed or established pursuant to the terms of this Master

Deed:

- (i) All service personnel must sign in with the building manager, or other person designated by the Developer, daily for the issuance of authorized personnel badges.
- (ii) No construction within a Unit or a Common Element shall commence until the Co-owner and the general contractor or builder thereof enter into an agreement in form and substance acceptable to the Developer whereby they agree to: (i) deposit all trash, garbage, scraps and other disposable items within the dumpster designated therefor; and (ii) keep the Condominium free of all trash, garbage, scraps or other debris arising during such construction activities and otherwise restore the Condominium to a slightly and clean condition by 5:00 p.m. each day, upon completion of construction. The Developer shall have the authority to determine whether or not an Owner or an Owner's general contractor or builder is in compliance with the foregoing requirements and obligations.
- (iii) If for any reason the Developer does not require the execution of an agreement as provided in subparagraph (ii) above, each Co-owner of a Unit and the general contractor or builder engaged by the Owner nevertheless shall observe and perform the requirements and obligations set forth in the above paragraph (ii)
- (iv) The Developer shall have the right to require a Co-owner or any general contractor or builder retained by such Co-owner to post as security for its obligations hereunder a cash deposit in the amount of One Thousand Five Hundred (\$1,500) Dollars. Such requirement may be made as a condition precedent to the commencement of construction or may be imposed by the Developer at any subsequent time. The deposit shall be held by the Developer and need not be segregated by the Developer, although the Developer shall maintain separate records with respect to the disposition thereof. In no event shall interest be payable with respect to the deposit, whether or not the Developer earns interest thereon
- (v) In the event that the Co-owner, general contractor or builder fails to observe or perform any obligation under this Section 6.22 or under any agreement called for in this subsection, the Developer shall have the right (but not any obligation) to enter upon the Premises and correct or rectify such failure, including disposing of debris or otherwise cleaning the Premises. The Developer shall be entitled to be reimbursed by the Unit Co-owner and the general contractor or builder for all costs incurred by the Developer in connection with correcting or rectifying such failure, which reimbursement may be deducted from the aforementioned deposit or may be billed by the Developer to the Unit Co-owner, which bill shall be payable by the Unit Co-owner within five (5) days after the submission thereof and if not paid, the Developer shall have the right to a lien against the Unit affected which lien

may be foreclosed in the same manner as liens for non-payment of assessments are foreclosed in these Bylaws.

- (vi) The Developer intends, but is not in any way obligated, to provide as much advance notice as is reasonably feasible (but in no event more than five (5) days advance notice) prior to taking any corrective or rectifying action under this subsection which would entail an expense in excess of Five Hundred (\$500.00) Dollars. If debris accumulates and can be attributable to construction activities in more than one Unit, the Developer shall have the right in its sole discretion to determine the extent to which the same is attributable to each Unit, and to apportion the cost of and responsibility for cleaning, sweeping or otherwise removing the debris among the relevant Units.
- (vii) Contractors are to unload their materials and equipment close to the entrance door designated for the contractor's use. Vehicles must be moved to a designated parking area after being unloaded.
- (viii) Elevators used by contractors for transporting material and/or tools must be padded and the use of the elevators must be scheduled with the Association or the property manager. Notwithstanding the foregoing, the Developer reserves the right during the Development Sales Period to restrict access to the elevators for use by Co-owners, contractors and/or subcontractors.
- (ix) Building entrances, stairwell accesses, and any other security doors are not to be propped open and left unattended.
- (x) Co-owners will be held responsible for any damage to the building or its furnishings by their contractors. Contractors failing to follow the rules stated here will be barred from entering the Condominium.
- (xi) Work preparation, lunch breaks, and restroom use by contractors must take place within the Unit.
- (xii) Trash chutes are not to be used by contractors. Trash is not to be left in Units, corridors or in any other part of the Condominium. All trash and debris shall be hauled off site daily. Contractors are forbidden to use the Association's dumpsters, unless otherwise designated for such use by either the Developer or the Association, and are required to remove all of their waste from the Premises.
- (xiii) Grout, paint, or other similar materials shall not be poured into drains or toilets.
- (xiv) Unit smoke alarms are to be left in place and properly protected from airborne particles during interior finishing.
- (xv) Contractors, sub-contractors and decorators are on the Premises at their own risk and agree to indemnify and hold harmless the Developer and the Association from any liability or damages which might arise in connection with their activities on the Premises.

- (xvi) All construction activities on the Premises shall be subject to the "construction guidelines" adopted from time to time by the Condominium Association and any violation .of the construction guidelines shall constitute a violation of these Bylaws.
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Rules and Regulations

Section 35 - Construction Process & Unit Construction

35.1 Please advise the Condominium Manager in writing of any plans to do extensive alterations to your suite(s). A deposit is required to be used for clean up or damage to the common areas affected by the work.

35.2 The Association will not be responsible for any service work completed in any suite and cannot coordinate construction projects for Owners/Residents.

35.3 Refer to the Building Construction Rules for alteration guidelines.

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