

Renovation Requirements

Revised by Council July 19, 2014 / Effective August 2014

To Hopkinson House Unit Owners:

If you are planning renovations which include but are not limited to:

- Partitions / Carpentry
- Electrical Modifications
- Plumbing - Supply; Drains; Fittings
- Major Appliance - Additions / Replacements – No Electric Stoves Permitted
- Installation of Washer/Dryer – Refer to HHOA Maintenance Policy/Chief Engineer
- Parquet Floor Removal and Disposal, Ceiling Plaster, Entrance Doors or Insulation surrounding certain Plumbing Fittings. (See attached Policy)
Painting/Wallpapering

One week before signing the contract for the work, you must submit the following documents to the Management Office for review. Late submission may prevent the start of the work.

- **CONTRACT**
A copy of your contract for the work without pricing.
- **DRAWING AND / OR LETTER**
A drawing and / or letter depicting or describing the intended modification. The drawing must be relatively to scale and the letter must describe the intended work in detail, listing the materials and specific appliances to be installed.
- **MATERIALS**
Philadelphia building codes restrict the use of certain electrical and plumbing materials in high-rise buildings. There are also specific codes governing the materials and connections authorized for gas service within units.
- **CONTRACTOR AGREEMENT**
This is a "Hold-Harmless" Agreement which must be read and signed by you and your contractor. A copy of the agreement is attached.
- **INSURANCE**
A copy of your contractor's certificate of insurance.
Minimum requirements for liability insurance is **\$1,000,000** limit of liability per occurrence subject to a **\$2,000,000** general aggregate limit.
HOPKINSON HOUSE OWNERS' ASSOCIATION MUST BE NAMED AS

**ADDITIONAL INSURED ON INSURANCE CERTIFICATE
IF YOU, AS THE UNIT OWNER, PLAN TO DO THE RENOVATIONS
YOURSELF, YOU MUST MEET THE SAME INSURANCE
REQUIREMENTS.**

Contractors will not be permitted access to the building or unit until the Management Office receives proof of proper insurance coverage (Certificate of Insurance) and applicable licenses.

• **WORK SCHEDULE**

Dates of start-up and completion of the renovation project.

Reminder: Behind your walls there are telephone, TV cable, electrical service and fire alarm wires, gas, water supply, waste, heating and A/C pipes. Damage to any of these utilities may be catastrophic.

APPROVAL

- a. Pre-Approval - Proposed renovations must be approved by the Hopkinson House Owners' Association Chief Building Engineer before any work or procurement can begin.
- b. Completion Inspection - Upon completion of roughing-in of the renovation project, the Hopkinson House Owners' Association Chief Building Engineer will perform a final inspection.

CONTRACTOR RULES AND REGULATIONS

Your contractor must be familiar with Hopkinson House procedures. Two (2) copies of Rules and Regulations are provided titled "Contractor's Procedures." **Please read and return one signed copy. Provide your contractor with the 2nd copy.**

OWNER RESPONSIBILITIES

NOTE:

As the unit owner, you are ultimately responsible for all work which is performed in your unit. As the unit owner, you may be held liable for any damage to building common elements, units adjacent to your unit, or building occupant, as the result of work being performed in your unit. Some insurance underwriters consider damage attributable to out-of-code materials or workmanship to be an **uninsured** risk, for which the unit owner may be held financially responsible. All contractors must be licensed to do business in the City of Philadelphia.

\$25.00 - Lock out fee (each occurrence) if Maintenance has to unlock door for contractor doing renovations.

**\$50.00 – Water shut down fee for each shut down during renovations.
DO NOT ASSUME THAT WATER IS SHUT OFF.
MAINTENANCE WILL BE PRESENT DURING YOUR SHUT DOWN.**

Date: _____

Owner: _____
Name

Date: _____

Contractor: _____
Name

Asbestos Procedure
Policy

It has been determined that asbestos may be present in the following components of your unit.

- The mastic or glue used to install the original wood parquet floor.
- Binders incorporated in the ceiling plaster.
- Entrance door core.
- Insulation surrounding certain plumbing fixtures.

Each of these areas containing asbestos is safely encapsulated and causes no threat to anyone's health and safety unless they are disturbed by demolition or renovation.

Any work to be done in a Unit that will involve the disturbing, removal or disposal of any of the above stated components must be performed by a qualified licensed asbestos removal contractor who is approved by the Hopkinson House. Satisfactory work plans and contractor references, credentials, licenses and insurance certificates must be provided to the Hopkinson House before any work commences.

I have received, read, understand and agree to comply with this Hopkinson House Owners' Association Policy governing asbestos abatement.

Date

Unit Owner's Signature

Unit Number

Date

Contractor's Signature

Approved and Adopted by Council: June 19, 2003

Contractor Agreement
Adopted by Hopkinson House Owners' Association Council
October 28, 1987

The contractor signing this Agreement (the "Contractor") has been retained by the Unit Owner named below to perform certain work in or at the Hopkinson House Condominium (the "Condominium").

The Contractor agrees to reimburse the Association (the "Association") for any liability, damage, injury or expense that the Association may incur as a result of the Contractor (or the Contractor's employees or agents) performing work in or at the Condominium. This obligation included all property damage, personal injury and any other type of injury or damage that may be caused by the actions or omissions of the Contractor or its employees or agents. This obligation included all reasonable attorney's fees and all reasonable fees of other professionals, such as engineers, which are incurred by the Association in order to investigate and defend any claim that is made on account of the actions or omissions of the Contractor or its employees or agents.

The Contractor agrees that the Association does not have any obligation to reimburse the Contractor (or the Contractor's employees or agents) for any liability, damage, injury or expense that they may incur as a result of performing work in or at the Condominium. The Contractor agrees to deliver to the Unit Owner a Certificate of Insurance before beginning any work.

The term "Association" includes the Hopkinson House Owners' Association, the individual Unit Owners as members of the Owners' Association, the Council of the Owners' Association, and the Managing Agent for the Owners' Association.

The person signing this Agreement on behalf of the Contractor represents that he or she has the authority to represent the Contractor.

The Contractor's obligations under this Agreement will bind any successor to the Contractor (if the Contractor is a corporation or partnership) and the heirs of the Contractor (if the Contractor is an individual).

The Contractor intends to be legally bound by this Agreement and has executed it on the day of _____, 20__.



Proposed Start-Up Date

Approximate Completion Date

Print Name of Contractor

Contractor's Day Time Phone Number

Signature of Contractor

Title of Contractor

Unit Owner Signature and Unit Number

Unit Owner's Day Time Phone Number

CONTRACTOR PROCEDURES

For All Work Being Performed in Hopkinson House Units
Effective August 28, 2007

1. WORK HOURS:

| | |
|------------------------------------|-----------------|
| Monday through Friday | 8 AM to 5 PM |
| Saturday | 12 Noon to 4 PM |
| Sunday, Legal & Religious Holidays | NO WORK |

2. NOTICE TO UNITS:

It is the responsibility of the unit owner to notify management, who will inform all adjacent units on the same floor and the floor above and below, of any extensive renovations being done.

3. EACH WORK DAY:

All contractors must enter the building through the parking garage. All contractors must sign-in and obtain an identification badge at either the lower lobby desk, or the main Resident Services Desk (if lower lobby is unmanned) at the beginning of each work day. **All contractors must sign out at the end of each work day.**

4. PARKING:

The Hopkinson House Garage is available for contractor parking at the current parking rates.

5. PLUMBING:

Contractor must give the maintenance department minimum notice of two (2) business days for all water shut downs. Shut downs will be done Tuesday thru Thursday from 9:30 AM until 12:30 PM. All plumbing companies working in the building must have a Master Plumbers license and be licensed to work in the City of Philadelphia. Copies of licenses are required by HHOA.

6. REMOVAL OF DEBRIS:

Owners must arrange to remove all debris from the building. Debris cannot be stored in hallways, trash rooms, or service elevator lobbies. Contractor is responsible for removing construction debris and trash from building via the freight elevator. No construction debris may be deposited in the trash rooms or into the trash chutes located on each floor. Owners will be charged for any debris left by the Contractor. Upon written request from the Resident or Contractor, the Maintenance Department will obtain prices for removal of debris by Hopkinson House's trash hauler. If the Resident/Contractor elects to have the removal of debris from the trash area hauled by the building's hauler, payment must be made in advance of the starting date of the project. Contractor is responsible for daily cleaning of the corridors and elevator if soiled during the movement of materials or trash. At the end of each day, the floor and freight elevator where Contractor was working will be inspected by the maintenance staff. If work areas are not left in a satisfactory condition, the Contractor will be charged for the time and labor necessary to restore the areas to their original condition.

7. FREIGHT ELEVATOR:

Contractors must use the freight elevator to move workers and materials. **AT NO TIME ARE THE PASSENGER ELEVATORS TO BE USED.**

8. DAMAGE:

The owner is responsible for any damage to the Common Elements resultant from contractors work. The owner must notify the Resident Services Desk of any such damage and arrange for the repair of the damaged area.

Contractor agrees to be responsible for loss or damage to materials, tools or appliances of the Contractor to be used in construction, caused by water, wind, acts of God, theft or other causes. The Association shall not be responsible for any loss or damage to tools or equipment of the Contractor through fire, lightning or any other cause. Contractor shall be responsible for loss or damage due to his employees' or suppliers' damaging the work of the Contractor or other Contractors, Sub-contractors or suppliers.

9. FIRE ALARM:

Contractors must notify the Resident Services Desk before starting work that creates dust of smoke which could activate the fire alarm system. **IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND THE OWNER TO MAKE ARRANGEMENTS WITH THE MAINTENANCE DEPARTMENT TO DISARM THE SMOKE DETECTORS IN COMMON AREAS. CONTRACTORS AND OWNERS WILL INCUR A FINE OF \$100 SHOULD THESE PRECAUTIONS NOT BE TAKEN AND AN ACTIVATION OF THE ALARM OCCURS.**

10. UTILITY LINES:

Existing building utility lines, except for distribution lines within a unit, serving only that unit may not be moved or altered in any way. Access to all these utilities must be maintained and approved access panels must be provided wherever valves or control boxes are located. **NO AREA CONTAINING COMMON UTILITIES SHALL BE BLOCKED BY CONSTRUCTION, APPLIANCES, FIXTURES OR OTHER PERMANENT CONSTRUCTION.**

11. ALTERATIONS TO SLAB:

No alterations may be made to the floor slab or ceiling slab. Channeling is not permitted.

12. BUILDING PERMITS:

If building permits are required, they must be obtained from the City of Philadelphia before any work Commences and are the responsibility of the Contractor/Owner.

13. ALTERATIONS TO UNIT:

No alteration shall be made that will impair the structural integrity of the building or any mechanical or electrical system of the building, adversely affect either the fire retardant or sound absorbent quality of such building, lessen the support of any portion of the building or violate any applicable law, ordinance or governmental rule, regulation or order.

DRILLING/ATTACHING/PENETRATING WINDOW AND BALCONY DOOR FRAMES IN ANY MANNER IS PROHIBITED.

No apartment may be divided or sub-divided into a smaller apartment nor may any portion thereof less than the entire apartment (and hence the entire unit) may be sold or otherwise transferred. Notwithstanding these prohibitions, if two or more adjacent apartments have been combined into a larger apartment, such apartment may thereafter be separated into the same apartments as are shown on the Declaration Plan as initially recorded, provided that the holders of all permitted mortgages give prior written consent.

No Unit Owner may obstruct or encroach upon the common elements in any way, excepting that common element walls may be removed in the combination of units.

All renovations must comply with the current City of Philadelphia building codes. It is the responsibility of the Unit Owner to be sure that the contractor performing the work complies with these codes and that the contractor has all necessary City permits. Hopkinson House Owners' Association is approving renovations only, not code compliance.

In accordance with the Condominium Documents, rugs or carpet are required to cover at least 80% of the floor area in the living room, dining room, bedroom(s), halls and foyer. Kitchens and bathrooms are excluded from this rule.

14. DISTURBANCES:

Contractor is responsible for advising the Management Office at least five (5) business days prior to beginning any construction that will create a disturbing level of noise for other building Occupants. Language and conduct, the use of radios and other audio equipment must not exceed levels which disturbs any resident.

15. REFUSAL:

Contractor agrees to abide by the Declaration of Condominium, Code of Regulations and Community Rules and Regulations of Hopkinson House Owners' Association and such other requirements made applicable to the specific alteration or alterations. Contractors who fail to abide by the Hopkinson House Owners' Association Procedure Rules and Regulations will not be permitted to conduct work in the Hopkinson House.

APPROVED AND ADOPTED BY COUNCIL AUGUST 28, 2007.

Date

Unit Owner Signature

Date

Contractor's Signature



**HOPKINSON HOUSE OWNERS' ASSOCIATION
NO SMOKING RESOLUTION**

The Hopkinson House Owners' Association Council has voted unanimously to adopt the following Resolution as an addition to the Rules and Regulations as previously distributed to the Unit Owners and Residents. This addition is in accordance with the Bylaws Article V. Powers and Duties of Council, Section 5.01 (5).

Based upon the following factors, the No Smoking Resolution has been adopted:

1. Smoking is a fire hazard.
2. Smoking is detrimental to the health of smokers and non-smokers.
3. Smoke travels through the building, permeates adjacent units of non-smokers, and adversely affects the enjoyment of their homes.
4. The survey taken of the Owners supported the passage of this resolution.
5. Similar policies adopted by other associations have not adversely affected the marketability of homes in those buildings.

WHEREAS, the Council has the power and authority under the Bylaws Article V. Powers and Duties of Council, Section 5.01 (5), be it

RESOLVED, that this Resolution known as NO SMOKING RESOLUTION contains the following provisions:

1. Effective September 1, smoking is prohibited in all common areas, limited common areas (balconies), and units in Hopkinson House.
2. This rule applies to all residents, guests, employees, and service providers.
 - a. The Approved Lease Addendum must contain the verbiage in this rule addition effective September 1. This applies to new leases and renewals and extensions of existing leases
3. Smoking Units: Current Owners who occupy their units prior to September 1, or prospective buyers with an executed Agreement of Sale who will be residing in their units prior to September 1, will be permitted to smoke in their units for as long as they remain residents of that unit. When the *Smoking Unit* is sold, transferred, or rented, the smoking-permitted status will be withdrawn.
4. A tenant may continue to smoke in the unit until the end of the current term of the tenant's lease. The lease may not be extended or renewed unless the No Smoking provision is incorporated into the lease.

5. Residents disturbed by smoke from a *Smoking Unit* should file a complaint with the Management Office for investigation. Management may require remedial measures at the expense of the Owner of the smoking unit. These may include but are not limited to installation or reinforcement of smoke barriers at the perimeters of the unit, installation of an air pressure system, and/or installation of an air filtration system.
6. Complaints about smoke from a *No Smoking Unit* should be relayed to the Management Office for enforcement.
7. Enforcement: Violations of this policy are subject to warnings, fines, and further action by the Council.

I, Lawrence Meehan, Secretary of the Hopkinson House Owners' Association, certify that this Resolution as set forth was adopted by the Council at a duly constituted meeting held on July 19, 2012.

Date: July 24, 2012 Secretary: Lawrence F. Meehan