

FOXWOOD CONDOMINIUM I, II, & III

RULES AND PROCEDURES FOR REMODELING UNITS

No structural addition, alteration or improvement may be made in or to a Unit or in, on or to the Common Elements, without the prior written consent of the Board of Managers. Nothing shall be done in any Unit or in, on or to the Common Elements, which shall impair the structural integrity of any Buildings or which would structurally change any of the Buildings.

Written request to make any addition, alteration or improvement of a structural nature, or which would change the exterior appearance of a Unit or Building, must first meet with the advance written approval of the Board of Managers of the Condominium in which the affected Unit is located. If the proposed work will result in any change to the exterior of a Building, patio, deck or other common element, written approval of the Foxwood Homeowners Association's Architectural Review Committee must also be obtained prior to the commencement of any work to ensure uniform application of remodeling rules throughout Foxwood.

Written details of the proposed work must be submitted to the Board (and, where applicable, to the Architectural Review Committee), along with proposed drawings, specifications, and the names of all contractors who will be performing the work. Written response shall be made within 30 days of the Board/Committee's receipt of the above documentation, and work shall not commence until all required written permission has been granted. Unit Owners who undertake remodeling projects as described herein without written permission will be subject to fines, and may additionally be required to remove the addition, alteration or improvement, or make further modifications when they do not conform to standards applied by the Board and/or the Architectural Review Committee.

All renovations may be undertaken only if complying with the following procedures:

- All work must be performed by licensed and insured contractors, and if permits are required from the Village of Pleasantville for the type of work being performed, the Unit Owner must obtain such permits and display them prominently as required. Prior to performing work, all such contractor must provide a certificate of insurance naming Foxwood Homeowners Association, Inc. as "named-insured". See attached "Insurance Requirements and Contractor Indemnification".
- All contractors visiting the site must check in with the Superintendent before beginning any work to announce their presence and communicate their planned work schedule throughout the project.
- Common entrance floors must be swept and vacuumed of construction debris at the end of each working day.

- All packing and construction material and debris must be promptly removed from the property, and not placed in or near garbage sheds. If the project requires a separate dumpster, permission must first be sought from the Superintendent, who will also approve its location.
- In case of a major renovation which can reasonably be expected to affect other Building occupants, the Unit Owner must post on their Building's bulletin board, at least 5 days prior to the commencement of any work, a notice to neighbors detailing the type of work being done, as well as the Unit Owner's name and phone number to call with questions, or in the event of an emergency.
- Unit Owners will be held fully responsible for the actions of their contractors, including reimbursement for consequential damages and fines for Rules violations. For example, damage to one area of common hallway carpeting may require complete replacement of the carpeting; and such expense, if determined necessary by the Board of Managers, will be the responsibility of the Unit Owner. Similarly, if the Condominium must remove bulk waste or construction debris, the responsible Unit Owner will be billed for those services.
- * Proper noise insulation will be required when installing hardwood floors above another unit, whether on the 1st or 2nd floor, the specs of which will be on file in the office. The minimum Impact Insulation Class (IIC) of 50 is required. QT Impact Sound Insulation of not less than a 5mm pad is required. A licensed and insured contractor must be used at all times.
- * Any unit above another, whether on the 1st or 2nd floor, will require 80% carpeting coverage throughout on an area by area basis, including hallways, but excluding kitchens and bathrooms. Carpets must be at least a 50 ounce grade with at least an 8 pound density pad or 32 ounce felt pad, depending on the carpet style. Normal plush carpets or soft carpets typically use an 8 pound density pad, Berbers and low pile carpets typically use the 32 ounce felt pad.
- * All renovations to a unit must be done between 8:00 AM and 6:00 PM Monday through Friday, 8:00 AM to 3:00 PM on Saturdays, and never on Sundays or holidays.

Enacted 4/11/06; effective 6/1/06; * amended 3/10/2015

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CONTRACTOR INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Owner, Architect, Engineer, Agent, Consultants, Additional Insureds and their respective members, partners, affiliates, directors and officers, agents, employees, successors, and assigns (collectively "Indemnitees") from and against any and all losses, claims, costs, damages, and expenses (including without limitation, the deductible amounts of any insurance and attorneys' fees, court costs, and the cost of appellate proceedings), arising out of or resulting from the performance of the Work, or by Contractor's breach of this Agreement, except to the extent caused by the sole negligence or willful misconduct of any Indemnitee hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any Indemnitee. This indemnification shall survive completion of the Project.

In any and all claims against any Indemnitee by an employee of Contractor, or of its Subcontractors or anyone directly or indirectly employed by either Contractor or its Subcontractors or anyone for whose acts either Contractor or Subcontractors may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

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INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor's and Subcontractor's Required Insurance

All contractors, subcontractors, service providers and vendors who perform work on the Property shall at their own expense maintain insurance indicated below:

- (1) Workers' Compensation – coverage as required by Statute; if work is to be conducted in and around water contractor will be required to carry Jones act coverage or U.S. Longshore and Harbor Workers.
- (2) Employer's Liability with limits of at least \$1,000,000 each accident; \$1,000,000 disease-policy limit; \$1,000,000 disease – each employee.
- (3) Automobile Liability with limits of at least \$1,000,000 combined single limit covering losses due to the insured liability for bodily injury or property damage for owned/non-owned/hired automobiles;
 - a. Commercial General Liability: Policies of commercial general liability insurance on an occurrence basis against claim for bodily injury and property damage with limits of liability of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate per project (or limits as set forth in Exhibit below) with no deductible or self-insured retention greater than \$25,000 unless agreed in writing by Owner. Modified occurrence and claims made policies are not allowed. Owner, its Managing Member, Members, Officers, Directors, mortgagees, Property Managers and each of their respective officers, directors, shareholders, members, partners, agents, employees, successors and assigns shall be an additional insured. Such additional insured coverage shall be provided on ISO form CG 2010 11/85 or CG 2033 and CG 2037 or their equivalent for ongoing operations and products completed operations coverage for post completion. Additional Insured coverage shall not be limited as to the degree of negligence such as to Contractors sole negligence or the Additional Insured's vicarious liability. Contractor's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the additional Insureds. The Contractors liability policy shall provide cover for premises, operations, products and completed operations, personal and advertising injury, fire damage legal liability, cross-liability or severability of interests and contractual liability also known as broad form contractual liability for the assumption of tort liability in business contracts.

Such liability coverage shall not have any kind of exclusion related to residential, multifamily or multi-unit construction. Liability insurance for Contractors who work in, on or around foundations such as grading, concrete, paving, plumbing or electrical shall not have exclusions for soils subsidence, earth movement of any kind, no matter the cause. Liability insurance for Contractors who work on building shell that involves Exterior Insulation Finishing Systems (EIFS) shall not exclude EIFS. Contractors who work on roofing pointing or other similar height exposures will not have policy forms that restrict or exclude height related work. Liability insurance shall not exclude damage to contractor's work arising from or caused by work performed by subcontractors.

- (4) Excess or Umbrella Liability Coverages excess of and following form of coverage (2), (3) and (4) above and according to the limits set forth in the Exhibit below; If contractor purchases higher than the minimum limit required the additional Insureds will be protected to the full limits purchased.
- (5) Transit and Contractor Equipment Coverage as needed for the specific job.