



# Alteration and Modification Protocol

**THIS PROTOCOL IS MANDATED BY THE  
DECLARATIONS AND THE BYLAWS (Bylaws 7.6) AND  
SHALL BE ADHERED TO  
BY ALL UNIT OWNERS AND TENANTS.  
A \$500 FINE WILL BE ASSESSED  
FOR FAILURE TO COMPLY.**

## INTRODUCTION

The Architecture Committee is charged with the enforcement of the rules contained in the *Alterations and Modifications Protocol* for both the commercial and residential units in the Elizabeth Lofts Condominiums, in accord with the *Bylaws 7.6*.

The Architecture Committee exists to assist the unit owner in making sure that they can accomplish the changes, alterations or modifications they desire. We are a resource for individual unit owners in making sound and comprehensive decisions that will protect the integrity of the entire structure and thereby maintain all unit owners' valuable investments.

The Elizabeth Lofts Condominiums contain many very sophisticated and extremely sensitive apparatus and elements that combine to make the entire structure function properly. Improper modifications can have detrimental effects on numerous other systems or elements in our building. It is imperative for the unit owners to maintain the integrity of the Elizabeth Lofts Condominiums, while still allowing for personal choices in design elements or alterations to an individual's unit.

**Failure to request approval of work done to a unit will warrant a fine AND will not mitigate the responsibility or liability of any unit owner.** In addition, damages to other individual's units may have legal ramifications beyond that of actual structural repairs. The "I did not know" excuse will not be useful in shifting any and all responsibility from the unit owner causing damage to another unit.

## **RESPONSIBILITIES**

All unit owners shall be responsible and liable for any and all damage to any element of the Elizabeth Lofts Condominiums or adjacent units, through work performed during the alteration or modification of their individual unit.

**Unit owners must pre-register all tradesmen with the Concierge, at least 24-hours in advance** (unless it is a true emergency). You should provide the name of the company, the general nature of the work to be performed, and the approximate time frame the tradesman is expected to be on site. If a tradesman arrives without this pre-registration, they will be denied access.

All construction waste shall be removed from the building by the contractor. There shall be no waste disposal within the Elizabeth Lofts Condominiums Trash or Recycling areas by any contractor or unit owner. All contractors shall abide by the *Elizabeth Lofts Condominium Bylaws and Declarations*, including, but not limited to, security (i.e. sign in/out) access hours, personnel and parking.

At no time shall any materials or tools used in the alterations or modifications be left in the common areas after work hours without the express written approval of the Architecture Committee. All contractor materials, tools, equipment and waste products shall be removed from the common area of the building. The contractor shall clean the area after each workday. No materials or trucks shall be allowed to be stored in the parking garage during the project unless expressly authorized, in writing, by the Architecture Committee.

Owners, tenants and tradesmen shall exercise courtesy to their neighbors, even during construction conditions. Except during an emergency, work is generally conducted during Monday – Friday 8am-5pm work hours. Work is absolutely NOT allowed during the following hours:

- **Sunday through Thursday**      **10:00pm through 8:00am**
- **Friday and Saturday**          **11:00pm through 8:00am**

## INSPECTION

At any time, and for the purpose of verification and/or compliance regarding approved building permits, plans and documentation, Board members and/or personnel of the Board's appointed management company shall be allowed access to the unit being altered.

## VIOLATION OF ALTERATION/MODIFICATION GUIDELINES

**Failure to request approval of work done to a unit will warrant a fine of \$500.** In addition, violations of the protocol for Alterations and Modifications may initiate a **STOP WORK ORDER** and a non-compliance letter with a request for unit owners to conform to the policy stated in the *Alterations and Modifications Protocol*.

Said **STOP WORK ORDER** and non-compliance letter will be mailed via USPS Certified mail or registered courier to the unit owner. A **STOP WORK ORDER** shall be affixed to the unit's entrance and all work will cease until the Architecture Committee and the Board's appointed management company have received said compliance.

Any and all costs related to the aforementioned **STOP WORK ORDER**, including, but not limited to specific costs for legal or service of notifications shall be at the expense of the unit owner in violation of the stated policy. The first notification to cease all work will carry a **\$1000 fine**.

Should a unit owner fail to stop all work, the second notice shall carry a **\$2500 fine** and the Architecture Committee shall forward all information to the Board Chairman for review. No work shall continue until compliance is met.

If the unit owner continues to disregard the Alterations and Modifications protocol, then the Board's appointed management company and the Board shall initiate legal action to provide for the security and integrity of the Elizabeth Lofts Condominiums.

**ALL COSTS RELATED TO SUCH ACTION SHALL BE THE SOLE RESPONSIBILITY OF THE UNIT OWNER.**

## **MODIFICATION OF FIRE/LIFE/SAFETY and MECHANICAL SYSTEMS**

**48 HOUR ADVANCE NOTICE IS REQUIRED BY ANY CONTRACTOR OR UNIT OWNER TO DISABLE OR MODIFY ANY PART OF THE FIRE/LIFE/SAFETY SYSTEMS.**

The Maintenance Engineering Custodian must provide written approval 48 (forty-eight) hours in advance of an interruption of the integral fire/life/safety systems of the Elizabeth Lofts Condominiums. Said person, or persons, from the Board's appointed management company and/or the Architecture Committee, shall be present on-site during any modifications or disabling of the fire/life/safety systems.

It may also be required that the original Contractor, Architecture or Engineering firm be present at the time that an interruption to any portion of the mechanical or fire/life/safety systems is conducted. This would include electrical, plumbing, pumping, fire suppression, HVAC, water tower, elevators, phone, cable and/or structural elements.

NOTE: The Elizabeth Lofts fire/life/safety system can require an 8 (eight) hour drain, refill and pressurize cycle, totaling 24 (twenty four) hours, when deactivated. THEREFORE, IT IS MANDATORY THAT ADVANCE NOTICE BE GIVEN AND COMPLIANCE WITH ALL FIRE/LIFE/SAFETY GUIDELINES ARE FOLLOWED.

## INSTRUCTIONS FOR ALTERATIONS, ADDITIONS OR IMPROVEMENTS BY OWNER

All requests for alterations, additions or improvements of all Elizabeth Loft condominiums must be, WITHOUT EXCEPTION, submitted to the Architecture Committee **prior** to the start of work.

In an effort to streamline the process for those persons wishing to make alterations to their units, the *Architectural Review Application Forms* has been created and is available from:

- The Elizabeth Lofts HOA website: [www.elizabethlofts.org](http://www.elizabethlofts.org) (owners may contact [matthews@communitymgt.com](mailto:matthews@communitymgt.com) to obtain a log-in or password)
- The Orientation Materials
- The Concierge
- The Board's appointed management company

Upon completion of said *Architectural Review Application Form*, the unit owner requesting review shall return the completed form to the Concierge or the Board's appointed management company. This application will be forwarded to the Architecture Committee.

### PLEASE NOTE:

Many unit owners' alterations may, in fact, only require the **STEP 1**. However, it is still **mandatory** that an application be completed for all alterations and modifications for the protection of all unit owners and their investment in the Elizabeth Lofts Condominiums. **Failure to get approval before work begins will result in a \$500 fine.**

### STEP 1:

#### Examples of what would only require Step 1 of the review process, include:

- Any built-in closet installations or upgrades
- New floor coverings such as carpeting
- New countertops
- Replacement of bathroom fixtures such as faucets, mirrors, light fixtures, shower surrounds, countertops or toilets.
- New or replacement of garbage disposals, dishwashers, refrigerators, stoves or ovens, microwave oven or cupboards

## **How the process works**

1. Obtain an *Architectural Review Application Form* using one of the sources listed above.
2. Fill out **Step 1** describing the nature of work to be done.
3. Include a schedule of work and timeline for each contractor or sub-contractor.
4. Return completed application to the Concierge or the Board's appointed management agency labeled to the ATTENTION of the Architecture Committee.
5. Allow 3 to 5 days for a response from the Architecture Committee.
6. If any additional documentation is required, it will be noted on your returned application, and/or indicated on the *Architectural Review Application Action Checklist*. Follow any instructions noted by the Architecture Committee.
7. If a Step 2 review is required it will be noted on your returned documents.

## **STEP 2:**

Should it be necessary, the Architecture Committee may, at their discretion, require further review of an *Architectural Review Application*.

If you have been asked to submit **Step 2**, it shall be completed by the unit owner and returned with required documentation and the *Architectural Modification Agreement* (included in the *Architectural Review Application Forms*).

The *Architectural Modification Agreement* indicates the unit owner's responsibilities and liability for any and all damage to any part of the Elizabeth Lofts Condominiums, now, or in the future, due to unit owner's modifications or alteration.

**All expenses incurred by the Architecture Committee relating to a unit owner's Step 2 review will be the sole responsibility of the unit owner making the application.**

At no time shall any costs related to the unit owner's eventual approval and actual performance of the alterations or modifications be borne by the Elizabeth Lofts Homeowners Association, its Board of Directors or the Board's appointed management company.

## **Examples of what would require Step 2 of the review process:**

- Moving of any walls or installation of any partitions where fastening to the floor or ceilings is required
- Any alterations of fire/life/safety systems, such as, moving sprinkler heads or the temporary disabling of alarms in the individual units

- Modifications to plumbing or electrical systems where an electrician or plumber is required
- Cutting into the floor or replacement of floor or sub-floor
- Modifications of any part of the wall structures between units (demising walls)

### **How the process works**

1. If Step 2 review is required, applicants are to fill out all of the *Step 2 Form*.
2. Include copies of plans, permits, \$1,000,000 insurance binders on each contractor involved in the work to be performed and a schedule of work and timeline.
3. Return completed *Step 2 Form* to the Concierge or the Board's appointed management company, labeled to the ATTENTION of the Architecture Committee.
4. **If the form is submitted without all necessary and required information, the form will be returned to the owner and the notification and/or approval will be delayed until a completed set of documents are received.**
5. Allow 5 to 10 days for notification and/or approval from the Architecture Committee.

Any reviews requiring Step 2 documentation will conform to the stated policy in the *Architectural Review Application*. Copies of insurance policies of liability will be required for the following: unit owners, all contractors and sub-contractors, engineering firms and architectural firms. Policies must be in the amounts necessary to conform to the stated policy.

In addition, please submit the City Planning Commission's approval of all plans, as well as any architectural or engineering reviews of drawings or calculations and copies of all necessary construction drawings.

A schedule of all contractor and sub-contractor access to and from the building must be included in ***Step 2***.

**PLEASE NOTE: A unit owner's completion and conveyance to the Architecture Committee of a completed *Step 2* does not, in any way, imply approval.**

All applications will be reviewed by the Architectural Committee in a timely manner for completeness and accuracy. There shall be no commencement of work by owners or contractors until such time as the Architectural Committee has signed the approval of all the requirements.

## Excerpt from the *Bylaws* for reference only:

7.6 Alterations. The Board may install a gate to enclose the alley in the plaza for after hours use, subject to City of Portland Design Approval and other required government approvals, as determined by the Board in its sole discretion. Except as otherwise permitted by these Bylaws or the Declaration, no Owner shall make or allow any structural alterations in or to any of his or her Units, or make or allow any alteration or installation on or to the Common Elements, or maintain, decorate, alter, paint, or repair any part of the Common Elements or allow others to do so (except the replacement of broken glass of windows to his or her Primary Unit), without the prior consent in writing of the Board of Directors. The Board of Directors shall consider the granting of such consent only after the Owner shall submit a complete set of architectural, mechanical, electrical or other relevant plans and specifications, which submission shall be reviewed by such architects and engineers as the Board of Directors shall deem appropriate. The Board shall provide a copy of such submission materials to the Declarant upon receipt. Whether or not such consent is granted, the Owner shall pay, upon demand and in advance, if so required by the Board of Directors, for such professional review. During the course of construction and after completion of same, the Board of Directors shall cause its professional advisors to inspect the work to ensure that it is performed in compliance with the approved plans. The costs of such inspection(s) shall be paid by the Owner to the Board of Directors, upon demand. The Board shall provide reasonable advance notice to Declarant of its inspection to Declarant and Declarant or its contractors or agents may, but shall not be obligated to, inspect the work concurrently with the Board's professional advisors. Prior to commencement of construction, the Owner shall provide the Board of Directors with copies of all relevant building permits and evidence of due compliance with any other requirements of government bodies having jurisdiction regarding such work. Except as otherwise permitted by Section 7.16, no signage or graffiti visible from the exterior of a Unit, window display, window attachment, or lighting directed from a Unit to its exterior shall be permitted without the prior written approval of the Board of Directors, provided that this sentence shall not apply to draperies, blinds, and similar window coverings. An Owner may have removed by the Association, at such Owner's expense, a part of the partition wall separating contiguous Primary Units owned by an Owner provided that (i) such removal shall not interfere with any structural support elements or loadbearing partitions or columns or with any pipes, wires, cables, conduits or ducts or other mechanical systems and (ii) such Owner agrees in writing to have the Association restore such wall at such Owner's expense in the event that the ownership of the Units is subsequently divided. Before proceeding with any approved alterations or improvements, the Owner shall, if the Board of Directors so requires, provide to the Association, at the expense of the Owner, a performance bond and a labor and materials bond, issued by a surety satisfactory to the Board of Directors, each in the amount of at least 125 percent of the estimated cost of such alterations or improvements or such other security as shall be satisfactory to the Association. In order to prevent damage to the structural integrity of any building forming part of the condominium, in no event may any Owner, the Association, the Board of Directors or any other entity or any agents, employees, permittees, or licensees of the foregoing, drill, bore, or cut any holes into any floor or ceiling of the Condominium more than  $\frac{3}{4}$ " in depth, and the Board of Directors shall not consent to any such actions unless engineering studies confirm to the Board in the Board's sole discretion that such drilling, boring or cutting shall not compromise the structural integrity of the Condominium. In no event shall an Owner or occupant install a molly bolt in perimeter or demising walls or penetrate such walls beyond the sheetrock.