

_____ I/We have read the *Elizabeth Lofts Condominiums Declaration, Bylaws, Handbook of*
initials *Requirements and Procedures* and fully understand the requirements of this
application.

_____ I/We understand that the cost of an independent review by legal counsel, architects,
initials engineers or other pertinent consultants, on behalf of the Association, if so
deemed necessary by the Board of Directors, will be passed on to me/us.

_____ I/We assume responsibility for any and all damage caused by my/our construction to
initials adjacent units, common areas, or my/our property.

Owner agrees to the foregoing terms and submits this Application, certifying to the owner's best knowledge, this Application and the material submitted in support of it, is true and correct.

Owner Signature: _____

ARCHITECTURAL LIAISON ACTION

- Step #1 Approved as Proposed
- Step #1 Approved Subject to Conditions (see below)
- Step #2 Required

Review Comments and/or Approval Conditions:

Review Date: _____ **Architectural Liaison:** _____

STEP 2

Unit No: _____ Owner Name: _____

Owner Address: _____

Owner Phone: _____ Owner Fax: _____

Owner Email: _____

Architect / Designer: _____ Plan No: _____

In addition to the **Step #1 form**, attach the following (see the *Action Checklist* for additional details):

- Plans and Specifications'
- Architect Letter
- CCB License for each contractor involved in the project
- Certificate of Insurance naming the Elizabeth Lofts COA as an additional insured from each contractor involved in the project
- Project Schedule
- Contractor Information
- Required Permits and Approval
- Certification that all gas appliances meet the FSD or FFD requirements
- Completed *Architectural Modification Agreement*

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Owner signature: _____ Date: _____



THE ELIZABETH LOFTS
HOMEOWNERS' ASSOCIATION

Architectural Modification Agreement

THIS AGREEMENT is by and between the ELIZABETH LOFTS CONDOMINIUM OWNERS' ASSOCIATION (the "Association") and _____, the Owner of Unit No. _____ (333 NW 9th Ave, Portland, OR 97209) at Elizabeth Lofts Condominiums (the "Owners").

RECITALS:

ELIZABETH LOFTS CONDOMINIUMS is a condominium located in Multnomah County, Oregon, and was created pursuant to a Declaration of Unit Ownership dated January 24, 2005 and recorded in the records of Multnomah County, Oregon on February 1, 2005 as Document No. 2005-018624, et. Sec. (the "Condominium"). The Condominium consists of 194 units. The various owners of the 194 units constitute the Association.

The Association's Board of Directors (the "Board") manages and operates the project and the Association, pursuant to provisions of the Declaration, Amendments to the Declaration, Bylaws and Articles of Incorporation.

Owners are the owners of Unit No. _____ in the Condominium and have exclusive right to use such unit, together with the limited common elements pertaining thereto.

Owners have asked permission of the board to modify and/or make additions to portions of unit _____ and the limited common elements abutting their unit in the following particulars:

(hereafter referred to as the "Modifications and/or Additions").

The Board has submitted to members of the Association for approval of the installation and existence of this Modification and/or Addition to _____ and the limited common elements.

It is the desire of the Board and the Owners to enter into an agreement as to the Modifications and/or Additions and its continued existence, including indemnification of the Board, other owners and the Association and to provide for reasonable use by the Owners which does not interfere with the use and enjoyment of other owners of their units and limited common elements or the general common elements.

IT IS AGREED:

1. **Permission For Modification.** Subject to the terms of this Agreement, including, but not limited to obligations to remove it, the above described Modification and/or Addition may be completed and may continue to exist after Owners have provided the Board with written certification from a registered engineer that the load limits of the proposed enclosure meet industry standards and current code requirements.

2. **Maintenance and Repair.** The Modification and/or Addition and any replacement thereof shall be maintained in clean, sanitary, good repair, and aesthetic condition by the Owners.
3. **Remedies of Association/Liens.** If the Modification and/or Addition becomes unsanitary, unsightly or in disrepair, the Board may demand that it be removed at the expense of the Owners. If such repair or removal is not completed within sixty (60) days after written demand, the board, without notice, may effect, removal thereof and may charge the Owners (or their successors in interest) for the costs thereof and for the costs of repair to the common elements. Alternatively, the Board may determine the cost of removal and/or restoration and assess the Owners for such cost prior to such removal or restoration. Such assessment shall be both a personal obligation of the Owners (and their successors in interest) and a lien against Unit No. _____ in the same manner as any other association assessment.
4. **Damage to Common elements/Obligation for Repair.** Owners agree to repair and restore any all damage to the common elements, whether limited or general, caused by the Modification and/or installation and/or existence whether such damage or deterioration occurs or is discovered now or any time in the future.
5. **Liability and Indemnification Insurance.** The Owners shall indemnify, defend and hold the Association, all owners of other units, the members and officers of the Association harmless from any damage to any portion of the limited common elements or general common elements of the Condominium, and from any claims for personal injury, death or property damage arising from the use, location or operation of the Modification and/or Addition. The Owners shall maintain a policy of public liability insurance in an amount not less than \$250,000 naming the Association, its members and officers as additional insured parties for any claim, cause of action, suit or damages against them, or any of them, arising from the location, use or operation of the Modification and/or Addition.
6. **Subsequent Litigation.** Owners recognize the authority of the members of the Association to grant approval for the installation and location of the Modification and/or Addition may be challenged.
 In the event suit is brought against the Association, the Board or the Owner(s) demanding removal of the Modification and/or Addition, Owners (and their successors in interest) shall indemnify, defend and hold the Association and the Board members harmless from such suit or action and agrees to pay the Association's and the Board member's attorneys' fees incurred therein and in the event the suit is successful, Owners agree to promptly remove the Modification and/or Addition and restore the common elements to a condition comparable to common elements elsewhere in the Condominium at Owners' or Owners' successors sole cost.
7. **Continuing Obligation/Covenant Running with the Land.** Any obligations of the Owners (or their successors in interest) incurred hereunder shall be both a personal obligation and a lien against Unit No. _____ and may be enforced in the same manner as any other obligation or assessment incurred pursuant to the Declaration, Amendments to the Declaration or Bylaws of the Condominium. This agreement shall be a covenant which shall run with the land and shall be binding upon the parties hereto and their successors, assigns, personal representatives, devisees and heirs.
8. **Costs and Attorneys' Fees.** In the event suit or action is instituted to enforce any of the terms and provision of this Agreement, the prevailing party in such suit or action shall be entitled to its reasonable attorneys' fees incurred therein and in any appeal therefrom or review thereof.

Dated: _____ Chairman: _____

Dated: _____ Owner: _____

Unit _____ 333 NW 9th Ave., Portland, OR

GUIDELINES FOR CONTRACTORS

Elizabeth Lofts

***FOR MOST PROCEDURES, AN ARCHITECTURE PACKET MUST BE COMPLETED BY THE OWNER AND PRESENTED TO THE ARCHITECTURAL COMMITTEE. The Committee will read, sign and return with any notes, if additional information is needed from the owner. ***

Insurance Policies for all contractors for each job should be given to the Concierge before the start of the work.

Schedule and Names for contractors should be presented to the concierge before start of work. Contractors can be entered as having temporary visitor access to the unit.

Parking: Parking permits may be obtained through City of Portland Permit Center (503-823-7365) to arrange for full day or multiple day parking. Otherwise, parking is on the street, taking care to observe the city's parking rules. The loading zones located on the back-side of the building are 15 minute limit and can be used for off-loading materials and packing up at the end of work. The porters and the concierges will lock off the elevator as needed.

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.

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 ovens or cupboards.

Examples of what would require Step 2 of the review process include:

- Moving of any walls or installation of any partitions where fastening to the floor or ceiling 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).

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.**

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 are 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.