

MUSEUM RESIDENCES CONDOMINIUM ASSOCIATION, INC.
PROJECT APPLICATION PROCESS

- 1. Project Application Form:** A **Project Application Form** must be fully completed with required attachments including project description and drawings including architectural, electrical, plumbing, and mechanical drawings, as applicable. The application should be submitted online to the Community Manager for the Museum Residences Condominium Association, Inc. at communitycare@ehammersmith.com. Alternatively, a hard copy of the application can be hand delivered to the lead lobby attendant for the Museum Residences, who is located in the lobby at 55 West 12th Avenue, Denver 80204. Each application will initially be reviewed by the management company for completeness and content; if pertinent information has been omitted the incomplete application will be returned to the homeowner without consideration, noting the additional information required. Once it has been determined that the application is complete, it will be forwarded to the Museum Residences Condominium Association, Inc. Board of Directors (the Board) and the review process **will begin**.

Depending on the scope of the project, the Board may request a pre-construction meeting to review the details of the project and determine to how best to limit the impact on other homeowners and common areas.

Applicants should allow for up to 30 days for project review and approval depending on the complexity of the project. If more time is required for review, the Board will contact the owner and the deadline for approval will be extended.

NOTICE TO PROCEED: Following approval of the application, a NOTICE TO PROCEED will be issued to the owner and contractor(s) allowing work to commence. In cases of rules violations, the owner and contractor will be issued a written Notice of Violation. If work stoppage is required due to a 3rd violation, work cannot proceed until a new NOTICE TO PROCEED is issued.

- 2. Deposit for Project:** A deposit of \$1,500 is required once a project has been approved. The deposit should be made payable to the **Museum Residences Homeowners Association, Inc.** The deposit will be netted against any incurred costs for cleaning and repairs to common areas and any fines for work rules

violations. The deposit, minus any costs or fines, must be returned within 21 days of project completion.

- 3. Insurance:** Three individual Certificates of Insurance (COIs) are required for **EACH** contractor/subcontractor/tradesman performing work in the unit. COIs should list the following as additional insured: (copy 1) Museum Residences Condominium Association, Inc., (copy 2) Hammersmith Management, and (copy 3) the homeowner(s), as they appear on property title. **COI coverage must include General Liability insurance of a minimum of \$1,000,000 and Worker's Compensation.**

Disposition of COIs:

- Copy 1 - Museum Residences Condominium Association, Inc., 55 West 12th Avenue, DENVER, CO 80204
- Copy 2 – Hammersmith Management 23 Inverness Way E #200, Englewood, CO 80112
- Copy 3 – Homeowner(s) on title and his/her property address.

- 4. Contact Information: If you have any questions regarding the application process, please contact**

- Community Manager Corrine Notar at communitycare@ehammersmith.com
- Lead Lobby Attendant: Tom Gunther at mures.guard@gmail.com

MUSEUM RESIDENCES CONDOMINIUM ASSOCIATION, INC. PROJECT APPLICATION FORM

Attach additional sheets as necessary to provide complete information

Part A: Owner Information

1. Date of Application _____
2. Owner Name(s) _____
3. Unit Number _____
4. Owner email address _____
5. Owner Telephone Number _____
Owner Telephone Number (Cell) _____

Part B: Project Summary

6. Proposed project start date _____
Estimated project completion date* _____

*Completion date can be no more than 6 months from proposed start date;
if dates change, contact the Museum Residences Condominium Association
Community Manager at Hammersmith so that application can be updated.

7. Summary description of the proposed work:

Include appropriate, complete, and clear drawings/plans for the project to the
extent necessary to adequately describe the exact nature and scope of the project.

8. Are Denver building permits required for your project? .. Yes___ No___

If "Yes," have you obtained the required permits yet? .. Yes___ No___

9. Which of these items are included in or affected by your project?

- Plumbing including drain relocation Yes___ No___
- Electrical Yes___ No___
- Appliances (replacements and/or additions)
- Gas (including gas appliance addition) Yes___ No___
- HVAC (replacement or major repairs) Yes___ No___
- Wall Addition, Relocation, or Removal (full or partial) Yes___ No___
- Wall, **Floor****, Pillar or Ceiling Penetration Yes___ No___
- Structural Yes___ No___
- Floor (wood, tile, and/or carpet replacement)..... Yes___ No___
- Bathroom renovations including floor/wall tile, tub removal/addition, shower enlargement, sink replacement, vanity replacement Yes___ No___
- Ventilation system changes (bath and/or kitchen).... Yes___ No___
- Built-ins, e.g., bookcase, cabinetry, media center..... Yes___ No___
- Countertop replacement(s) for bath and/or kitchen... Yes___ No___
- Other (please describe below)..... Yes___ No___

****Floor penetrations of any kind are NOT permitted under any circumstances as they affect the structural integrity of the buildings.**

14. Attach a signed agreement of Museum Residences Condominium Association, Inc. **Renovation Rules and Procedures** (Attachment A) for each contractor and subcontractor agreeing to be bound by the provisions. If you do not yet have all of these agreements, attach the agreements you have and indicate which agreements you do not yet have. Please be aware, however, that the Board may require you to provide these agreements for all contractors and subcontractors before giving final approval to the project.

15. Attach a list and copies of all applicable licenses, permits and engineering drawings for the project. If you do not yet have all of these licenses, permits and drawings, attach a list and copies of the ones you have and indicate which ones you do not yet have. Please be aware, however, that the Board may require you to provide all applicable licenses, permits and engineering drawings before giving final approval to the project.

16. Describe the ingress and egress plans for the project for tools, equipment, materials, rubbish, and personnel, as appropriate.

Part D: Acknowledgements and Agreements

17. We have completed this application in good faith and it accurately represents the project we propose to undertake.

18. We acknowledge receipt of the **Museum Residences Condominium Association, Inc. Rules and Regulations** (Attachment A) and we have read and fully understand the Rules and Regulations as they apply to the project. In connection with the project, we agree to abide and be bound by the Rules and Regulations, by

such additional procedures or requirements as the Board or the Management Company may properly deem appropriate, and by all other applicable laws, rules, regulations and covenants. We understand that neither this application form nor the approval of the Board describes or will describe all of such rules, regulations, procedures, requirements, laws and covenants that may be applicable to the project. A signed copy should be included with the project application.

19. We acknowledge receipt of the Museum Residences Condominium Association, Inc. **Indemnity and Hold Harmless Agreement** (Attachment B). A signed of the Agreement copy should be included with the project application.

OWNERS SIGNATURE(S)

Signature

Print name: _____

Signature

Print name: _____

Attachment A

MUSEUM RESIDENCES CONDOMINIUM ASSOCIATION, INC. RENOVATION RULES AND PROCEDURES

1. Unit Owners are responsible to the Association and other owners for the conduct on Museum Residence property of persons and firms they engage. This responsibility includes ensuring that all persons engaged to work in their units are aware of and committed to comply with the applicable work guidelines.
2. Any improvement, modification or alteration to an individual unit is the sole responsibility of the Owner in terms of planning, approvals (city, HOA or otherwise required), cost and management.
3. Working hours are 8:00 am to 5:00 pm, Monday through Friday. Quiet work, such as painting, is allowed on Saturdays from 8:00 am to 4:00 pm. No work is allowed on Sundays or holidays, except of an emergency nature or by special permission. Requests for Saturday work and any exemption to these working hours must be submitted in writing to the MR Community Manager at least 72 hours in advance.
4. All workers, whether independent persons of trade, contractors or persons employed by contractors must sign in with the Lobby Attendant daily to gain entrance to the building and receive a security pass that is to be worn at all times while on the premises. Workers are required to sign out and return the security pass at the end of each work day.
5. Under no circumstances is an owner to give their own FOBS or parking transponder to a contractor. Parking for contractors may be arranged with Lobby Attendant, but is at his discretion.
6. All deliveries of materials must be made through the lower-level garage entrance unless special permission is granted from the Lobby Attendant and the MR Community Manager.
7. Any use of the elevators for delivery of material must be scheduled a minimum 72 hours in advance and elevator pads put in place prior to use. This requirement may be scheduled with the Lobby Attendant, by notifying the Lobby Attendant in writing. The Owner will be responsible for the cost of any repair work to common elements damaged during delivery or installation. The Owner must schedule a time to review existing conditions of the common areas with the Lobby Attendant prior to the start of any work or delivery of any materials.
8. All lobby and hallway floors and walls must be protected with a product of sufficient width and density when deemed necessary. The Lobby Attendant can provide guidance as to when such protection is required e.g., demo phase of projects. The Owner will be responsible for the cost of any repair/replacement of common area floors and wall paint touchups and repairs as necessary that their suppliers/ contractors have damaged.
9. Contractors/service people are required to clean all common areas (e.g., elevators, lobby and hallways) of trash, dirt, dust, etc. caused by their work. This work shall be done as needed, but not less than once a day by 5:00 PM.
10. Contractors/service people are responsible for the removal of any trash their work creates. MR trash chutes and trash containers are not to be used for this purpose.
11. Power equipment may not be used in the hallways nor can materials be stored in the

Attachment A

hallways. All cutting/sawing is to be done inside the unit.

12. Any requirement for utility shut downs outside the individual unit, e.g., water, power, will require a written request to the HOA through the property management company a minimum of 14 days prior to the anticipated shut down. The Community Manager will notify the owner of approval or of an alternative date and time so as to minimize impact to other owners. The Museum Residents Condominium Association reserves the right to stop any unscheduled shut downs with any associated expenses the sole responsibility of the individual owner.
13. Any improvement or modification resulting in noise levels above 80 decibels for more than 5 minutes in total duration will require a written request to the MR Property Manager at least 72 hours in advance. The Property Manager will notify the Owner of approval or of an alternative date and time so as to minimize impact to other unit owners. MR HOA reserves the right to stop any unscheduled work with any associated expense the sole responsibility of the individual owner.
14. Any improvement, alteration, or modification resulting in odors considered objectionable, e.g., paint, adhesives, will require a written request to the MR Property Manager at least 72 hours in advance. The Property Manager will notify the owner of approval or of an alternative date and time so as to minimize the impact to other unit owners. MR HOA reserves the right to stop any unscheduled work with any associated expenses the sole responsibility of the unit owner.

WORK RULES VIOLATIONS

In the event of a breach of the agreement to comply with the work guidelines, the MR Community Manager or the MR Security Staff will first discuss the breach with the contractor or other person in charge of the project and will also advise the Owner by issuing a **Notice of Rule Violation/Non-Compliance**. In the event of a second breach, the Owner will incur a fine of \$100 netted against the owner's deposit; a third rule violation will result in a fine of \$200 netted against the owner's deposit and the renovation project will be shut down for one week. In the event of a third breach, the contractor(s) and all persons working on the renovation will be denied future access to the building by the MR Board of Directors. A **Notice to Proceed** will be issued only after a meeting with the Owner, Contractor(s), MR Community Manager, MR Board Member, and all parties are satisfied that there will be no further violations of work guidelines.

Agreement of the Owner(s) to ensure Contractors and Subcontractors Abide by Renovation Rules and Procedures

The undersigned hereby agrees to be bound by the provisions of the Renovation Rules and Procedures of the Museum Residences Condominium Association (Attachment A) and has provided copy of these Renovation Rules and Procedures to their Contractors and Sub-Contractors.

Owner Name(s) Printed _____

Owner Signature: _____

Owner Signature: _____

Date: _____

Attachment B

**MUSEUM RESIDENCES CONDOMINIUM ASSOCIATION, INC.
INDEMNITY AND HOLD HARMLESS AGREEMENT**

In consideration of the authorization granted, I (we) agree to indemnify and hold harmless The Museum Residences Condominium Association, Inc., its agents, employees, officers, and directors, from any and all claims, damages, liability, causes of action or suits, including economic and emotional damages, attorney's fees and costs, now existing or which may exist in the future, known or unknown, in any way, directly or indirectly, caused by or relating or attributable to the alteration/modification /construction relating to the Unit(s) or the general common elements, including claims arising during the modifications themselves.

Owner/Applicant Signature: _____

Owner/Applicant Printed Name: _____

Date: _____

Owner/Applicant Signature: _____

Owner/Applicant Printed Name: _____

Date: _____

MUSEUM RESIDENCES CONDOMINIUM ASSOCIATION, INC.

UNIT PROJECT REQUEST

NOTICE TO PROCEED

This document is a **Notice to Proceed**, authorizing the unit owner(s) named below to have their contractor(s) commence renovation work, as of:

_____ (month), _____ (day), 202__, in Unit # _____ limited to the scope of work and expected finish date identified in the Project Application form.

It is understood that if the work is not completed on or before _____ (date), the owner must request, in writing, a change to the original completion date. This change must be approved by the Museum Residences Condominium Association, Inc. Board of Directors.

Delivery of materials and/or equipment must be scheduled with the Lead Lobby Attendant to ensure elevator availability. Please provide a minimum of 48-72 hours' notice for such deliveries.

Issued to: _____ Unit Owner(s)

Date: _____

Signed: _____ Board Member Date: _____

Additional Notes/Conditions:

MUSEUM RESIDENCES CONDOMINIUM ASSOCIATION, INC.

UNIT PROJECT

NOTICE OF RULE VIOLATION/NON-COMPLIANCE

TO: _____ **Owners(s)**

UNIT #: _____

CONTRACTOR(S):

DATE OF RULE VIOLATION: _____

This is a formal notice that your contractor(s) was (were) found to be in violation of the following **Renovation Rules and Procedures**:

This is your _____ violation. As you acknowledged by signing the **RENOVATION RULES AND PROCEDURES** form for this project, a first violation results in a warning, a 2nd violation incurs a fine of \$100, and a third violation results in a fine of \$200, along with a **WORK STOPPAGE**. If this is your 3rd violation your contractor(s) will not be allowed access into the building until a meeting takes place which includes the Unit Owner, the Contractor, the Community Manager and a representative of the Museum Residences Board of Directors. A **NOTICE TO PROCEED** will only be reissued if the Board of Directors is confident that the Contractor(s) fully intend to abide by the **Renovation Rules and Procedures** for the remainder of the project.

The owner(s) understand that any fines will be withheld from the renovation deposit.

Signed: _____ **Date** _____

Museum Residences Board Member

Fine Assessed (2nd or 3rd violation): _____