

**NO. 25 DOWNING CONDOMINIUM ASSOCIATION, INC.
UNIT ALTERATION POLICY**

Adopted: May 23, 2024

The following policy has been adopted by the No. 25 Downing Condominium Association, Inc. at a regular meeting of the Board of Directors.

Purpose: To ensure that Unit alterations do not negatively impact the building structure or systems, and do not jeopardize the health and safety of any community residents or create a potential risk of damage to their Units or common elements.

Definition. Alteration, as used herein, means modification, repair, restoration or reconstruction of residential Units. Such work includes, without limitation, projects affecting plumbing, electrical systems, structural elements and heating/cooling equipment.

Authority. *Sections 2.5 and 6.5 of the Declaration. Section II K of the Rules for Community Living.* Any violation of this policy may result in significant fines to the Owner who committed the violation,

NOW THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following unit alteration policies and procedures.

1. **Alteration Requirements.** Owners must follow the policies and procedures set forth below for alteration of their Units.
 - a) Submit the attached *Alteration Request Form* (the "Form") with all requested information to the On-site Manager. **It must be approved by the Property Management Firm and Board of Directors prior to commencement of the work.** If an Owner submits the Form and receives no response within 10 days, it will be deemed approved.
 - b) Following approval, work can be performed in the Owner's Unit only Monday through Friday 9:00 AM – 5:00 PM (other than painting, which may also be performed on Saturday and Sunday 9:00 AM – 5:00 PM). It is the responsibility of each Unit Owner to ensure contractors have access to the building and their unit.
 - c) All vendors and contractors must check in and register with the Director in the Loggia. Contractors will be signed in and must leave a valid form of identification (driver's license, state issued identification) with the Director. **Contractors cannot use the No. 25 Downing trash or recycling containers and must make arrangements to haul their trash off site.**
 - d) Once the work is complete, the Unit Owner is responsible for providing the Condominium Management Firm with a copy of the Unit's certificate of occupancy or completion.
 - e) Any type of construction work that has the potential to jeopardize the structural and/or acoustic integrity of any Unit or the Building will require a management-facilitated consultation with a preferred vendor, along with a prepaid retainer fee. The retainer will go toward the cost of the consultation. Should the Owner's consultation exceed the prepaid retainer fee, the Owner is responsible for the remainder of cost. If the consultation is less than the prepaid retainer fee, the remaining amount will be returned to the Owner.

Notwithstanding the foregoing, each Unit Owner is required to follow all of the requirements in the Declaration including but not limited to the steps outlined above.

2. **Slab Penetration.** Any construction involving penetration of the concrete slab (including but not limited to any slab penetration for the purpose of curtain track installation) is expressly prohibited without the prior written consent of the Board of Directors. The Board may require x-ray tests, engineer certifications and permit issuance prior to such approval. Each Owner acknowledges that post tension cables are located as low as 3/4" from the bottom of the slab.


3. **Demising Walls.** Speakers may not be inserted into demising walls under any circumstances. Any outlet boxes that are added or shifted shall be caulked with an approved fire and acoustic caulk.

4. **Soundproofing of Floors.** Each Owner shall ensure that all flooring assemblies in his or her Unit contain an acoustic isolation underlayment designed for impact sound noise insulation, and shall achieve an IIC (impact insulation class) rating of not less than 52-55 when lab tested on a concrete slab a minimum of 6" in depth. Approval by the Board of Directors and/or the Management Firm of any proposed flooring assembly shall not be deemed to be a representation or acknowledgement that such flooring complies with the requirements of this paragraph, nor shall such approval constitute a waiver of any rights by the Board of Directors and/or the Management for any failure of such floor to comply with the requirements of this paragraph. The Association shall have the right to conduct testing of such flooring assemblies at reasonable times and upon reasonable notice to the applicable Unit Owner. If any such flooring assemblies do not achieve the minimum IIC rating required above, in addition to any other remedies available to the Association, the Unit Owner shall pay the Association upon demand for the cost of such testing, and the Association may require replacement of such flooring.


5. **Exclusions.** The following projects do not require an alteration review or approval by the Board:
 - Painting of walls and cabinets
 - New window coverings
 - Installation of wallpaper or other forms of wall coverings
 - Replacement of countertops
 - Replacement of light fixtures
 - Replacement of existing kitchen or bathroom sink
 - Replacement of baseboards and/or crown molding
 - Replacement of refrigerators, dishwashers, and washer/dryers

Owners should contact the On-site Manager or Building Engineer they have any questions or are unsure if their project requires approval.

The President and Secretary of No. 25 Downing Condominium Association hereby certify that this Unit Alteration Policy was adopted at a regular meeting of the Board of Directors on May 23, 2024 to be effective on May 23, 2024:



 President

 5/29/24

 Secretary

**NO. 25 DOWNING CONDOMINIUM ASSOCIATION, INC.
WATER LEAK PROTECTION POLICY**

Adopted: May 23, 2024

The following policy has been adopted by the No. 25 Downing Condominium Association, Inc. at a regular meeting of the Board of Directors.

Purpose: To establish policies and procedures for the acquisition and maintenance of a water leak protection system to be installed in all residential Units for the purpose of mitigating possible damages caused by such leaks in the Unit where the leak occurred, other affected Units and common elements.

Authority. *Sections 11.7 (Easements of Access for Installation, Repairs, Maintenance and Emergencies) and 7.8 (Individual Purpose Assessments) of the Declaration.* Section 7.8 is applicable since the number and configuration of water leak protection system components will not be uniform in all Units. Any violation of this policy may result in significant fines and liability to the Owner who committed the violation.

NOW THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following policies and Procedures:

1. Selection and Installation

The Association shall select a water leak protection system (the "System") and contract with a licensed contractor to install it in all Units. The System shall include, at a minimum, leak detection devices and automatic water shut off valves. The Association will retain ownership of the System.

2. Individual Purpose Assessment

The Association shall adopt an Individual Purpose Assessment pursuant to Section 7.8 of the Declaration to cover the cost of the System components installed in each Unit. As each Unit will require a varying number of components, the Assessment shall be allocated to cover the actual cost to the Unit Owner.

3. Maintenance, Repair and Replacement

a) The Owners shall be responsible for the following:

- Monitoring the condition of batteries used to power the System in their Units and replacing them as needed at the Owners' expense. The System app will send alerts to Owners regarding batteries that are nearing failure.
- Repositioning any leak detection devices which were accidentally moved from their original location by an Owner, guest, repair person or housekeeper.
- Notifying the Association on a timely basis of any water leaks or System malfunctions that occur in their Units.
- Turning off the main water lines when leaving the Unit for 72 hours.

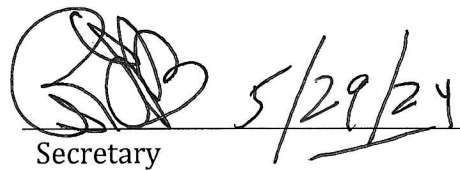
b) The Association shall inspect the System components in all Units annually and shall be provided access to Units for this purpose after reasonable notice to the Owners.

- c) The Association shall be responsible for the cost to repair or replace System components (excluding batteries) in Units, as needed, unless such cost is due to failure by the Owner to fulfill their System responsibilities as set forth in subparagraph a) above, in which case the cost will be assessed to the Owner.
- d) The System may not detect all water leaks and damages to the interiors of Units may still occur. Owners are responsible for the cost to repair such damages in their Units under Section 6.1 of the Declaration.

The President and Secretary of the No. 25 Downing Condominium Association, Inc. hereby certify that this Water Leak Protection Policy was adopted at a regular meeting of the Board of Directors held on May 23, 2024 to be effective on May 23, 2024.



President



Secretary