

House Agreement

Private Unit Modification

**(Reference PDXC Bylaws, Section 8.7, Alterations,
included in the Appendix)**

**Responsible: Architectural Committee
Building and Grounds Committee**

Last reviewed 4/23/17

PDX Commons intends to allow as much personal flexibility, customization and aesthetic choice within a member's unit as can be accommodated without affecting building integrity and the general warranty.

Certainly within the first 10 years after occupancy, which is the contractor's warranty period, any modifications that could void the warranty will not be permitted. As a general matter, it also is assumed that any such changes after 10 years would require pre-approval from the Architectural Committee and would not generally be favored.

The building has been designed and constructed to meet specific, structural, seismic, weather, thermal, acoustic, water-leakage and fire resistive standards and demands. All of that happens within our walls, floors and ceilings, alongside the electrical, plumbing, mechanical and low voltage systems. PDX Commons intends to maintain the building and all units and common spaces so that they continue to conform to those design and construction standards and demands (referred to overall as the "integrity" of the building).

Accordingly, as a general matter, modifications that are on or outside of the wall, floor, or ceiling surface are most likely allowed and may or may not require pre-approval, as set out in the lists below. Modifications that require the cutting, opening, or removal of a wall, floor, or ceiling surface may be allowed only with pre-approval and then may be allowed only if they do not affect the contractor's warranty or the integrity of the building. The Architectural Committee will need to approve contractors to ensure the quality of work matches that of initial construction. To further the Community's goals and values including Respect and Cooperation and to allow customization within each member's unit, the following lists were created as guiding examples:

You may (without pre-approval)

1. Paint interior walls to whatever palette you like. Low or No-VOC products must be used.
2. Install window treatments (curtains, blinds, wood trim). Note that all units initially will be provided with light-color roll-up shades. The working assumption, subject to Community discussion, is that all units will have the right to remove or change the roll-up shades and/or to put up their own window treatments inside of the roll-up shades.
3. Rugs, floor pads, install carpet, carpet squares. Products must be Green Label Plus

PDX Commons Condominium Owners' Association

certified or equivalent.

4. Hang art or attach furniture to walls (using recommended hardware – see Notes).
5. Install manufactured flooring over concrete slab (*e.g.*, floating T&G floors). Products must be FloorScore certified or equivalent.
6. Install ceiling lighting throughout the unit in whatever manner that is compatible with the existing electrical plan and that maintains the proper integrity of the ceiling.
7. Install a ceiling fan in living room area (use approved electrician).
8. Change out bedroom ceiling fans/light, including to just a light (use approved electrician).
9. Install shelving in closets (professional help).
10. Install closet doors (some are open).
11. Install washer/dryer (be sure they fit, installed properly for venting and to prevent leakage).
12. Install tile or other material as backsplash in kitchen and bath.
13. Replace or reface cabinets or the island in kitchen.
14. Install any lighting fixtures in kitchens (*e.g.*, pendants, track, chandeliers).
15. Replace light bulbs with LED or other bulbs.
16. Add shower doors.
17. Refinish concrete surface.

You may (only with pre-approval)

In many circumstances approval will be unlikely

- | | |
|--|---|
| 1. Remove or move or close walls. | transmission, firewall ratings). |
| 2. Cut holes in walls for doors or windows. | 11. Make modifications to the common space elements. |
| 3. Install cabinets requiring a recess cut into walls. | 12. Replace sinks or toilets. |
| 4. Drill into or modify concrete floor. | 13. Replace showers or tubs. |
| 5. Modify in-wall plumbing. | 14. Modify in-wall electrical wiring (use approved electrician). |
| 6. Tile in wet areas (showers – separate from a selected upgrade). | 15. Install skylights in fourth floor units (roof integrity). |
| 7. Modify or remove shower pan. | 16. Balcony extensions. |
| 8. Repaint exterior walls (except entry panel on corridor) or decks. | 17. Satellite dish (fixed mounting or running cables through exterior walls). |
| 9. Modify landscaping, other than routine maintenance. | 18. Drill through counter tops. |
| 10. Cut a penetration into a wall, floor, or ceiling (concerns include sound | 19. Any other modification not included in these lists. |

For major modifications and pre-approvals, the architectural committee will review and approve proposals, qualifications and approved lists for work needing licensed trade persons, or work requiring permitting.

PDX Commons Condominium Owners' Association

Notes:

Attachments to the condominium exterior.

The exterior siding which includes siding on the walkways protects an underlying weather-blocking layer (the “envelope”) that should not be punctured. Therefore, making holes in exterior siding is prohibited because the weather screen could be damaged and the warranty on the siding could be voided.

Hanging art or furniture on interior walls.

Please use hangars that are nailed to the sheetrock. Do not use adhesive hangers as they usually damage the sheetrock when removed. To attach furniture to the wall, you must find a stud (steel) and pre-drill a hole in the stud to secure the piece (for examples, wall-mounting a TV or securing a bookcase for earthquake safety).

Low-VOC, Green Label Certified, and FloorScore

VOCs (Volatile Organic Compounds) are a health risk. In the design of the building, we specified that any paints, finishes, adhesives, casework, etc. be low or no-VOC certified. We want to keep the building VOC-free to the extent possible. No matter how tightly built our building is, VOCs can travel from home to home. Green Label for rug and carpet materials and FloorScore for laminate flooring are two major independent agencies that test and certify products. There are other agencies that certify products and they are acceptable alternatives if Green Label and FloorScore do not list a product you wish to use.

Adopted by PDX Commons 4/23/17

APPENDIX – “Section 8.7, Alterations Policy” from the HOA Bylaws

8.7 Alterations. Except as otherwise permitted by these Bylaws or the Declaration, no Owner except for Declarant shall make or allow any structural alterations in or to any of his or her Units, or make or allow any change to the Common Elements (including, without limitation, the placement or installation of landscaping), or maintain, decorate, paint, alter or repair any part of the Common Elements or allow others to do so, without the prior consent in writing of the Board of Directors or, if the Board appoints an Architectural Committee, by such committee. The Board may adopt Rules and Regulations governing alterations pursuant to Section 8.27. In order to maintain healthy indoor air quality in the Units, all adhesives, sealants, paints, coatings, carpet systems, and composite wood products installed in the Units must meet or exceed U.S. Green Building Council’s LEED program definition of low-emitting materials or, if the LEED program is no longer in existence, such other standard selected by the Board.

The Board of Directors or the Architectural Committee, if established by the Board, shall consider the granting of consent to any alteration proposed under this Section 8.7 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 or Architectural Committee shall deem appropriate. The Board or Architectural Committee shall provide a copy of such submission materials to the Declarant

PDX Commons Condominium Owners' Association

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 or Architectural Committee, as applicable, 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 or Architectural Committee upon demand. The Board or Architectural Committee, as applicable, 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 or Architectural Committee's professional advisors.

Prior to commencement of construction, the Owner shall provide the Board of Directors or Architectural Committee, as applicable, 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 8.17, 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 or Architectural Committee, if one is established; 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 Residential 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 or Architectural Committee 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 or Architectural Committee, as applicable, 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 Board or Architectural Committee, as applicable

The Association, the Board, the Architectural Committee, Declarant and other Owners and their respective successors and assigns shall not be liable to any person submitting plans to the Board or Architectural Committee for approval or to any other Owners or occupants by reason of any act or omission arising out of or in connection with the approval or disapproval of any plans or specifications. Approval shall not constitute any warranty or representation by the Board, the Architectural Committee or their respective members that the plans satisfy any applicable governmental law, ordinance or regulation or that any improvement constructed in accordance with the plans shall be fit for the use for which it was intended and safe for use and occupancy. Applicants shall make their own independent verifications of the foregoing and shall not rely on the Board, the Architectural Committee or their respective members in any manner in this regard.