

MUTUAL OPERATIONS**PHYSICAL PROPERTY****Liability for Damage to Mutual or Third Party Property (Mutual 17 Only)**

RESOLVED that when any remodeling, alteration, furniture moving, or other work of any kind is being performed in a unit, any damage to Mutual or third party property caused by the actions of the contractor, owner or any other person employed in performing such work shall be promptly repaired or replaced to the satisfaction of the Mutual Board and at no cost to the Mutual. This includes, but is not limited to, damage to floors and/or floor coverings, walls, stairways, roofing, elevators, doors, glazing, air conditioning/heating units and other appliances, artwork, ceilings, lighting, walkways, and all landscaping (including turf, shrubbery, trees, flowers, etc.), together with any personal property belonging to a Mutual resident, including automobiles.

The contractor, owner, or any other person involved in the work shall also be responsible for compensating any party, including the Mutual, for damage caused by their negligence in failing to completely remove from the premises any debris resulting from their activities. This includes damage to mowing or edging equipment owned by the Mutual's landscape contractor caused by debris or hardware left on the lawn areas.

All debris, including carpeting and pads, resulting from construction or moving activities shall be completely removed from Mutual property and shall not be deposited in the trash or recycle containers in the garage areas. Dust, dirt or other unsightly condition in the common areas resulting from construction or moving activities shall be remedied, and the premises restored to their original condition, at the conclusion of each day's work.

The contractor of record, owner, or any other person involved in the work shall be responsible for ensuring that all the above requirements are adhered to by any sub-contractors or material suppliers utilized in the performance of the work.

RESOLVED FURTHER that the owner shall be financially responsible for all repairs and/or replacements required by this policy if the contractor of record fails to meet his obligations as outlined above, or if there is no contractor utilized in the performance of the work.

MUTUAL ADOPTION

SEVENTEEN: 10 July 07

(Jul 07)