



Four Turnberry Place

Standards of Construction

Association Requirements

Pursuant to the Declaration of Condominium of Four Turnberry Place Condominium Association (the "Association") and the Rules and Regulations of the Association, the undersigned Owner (the "Owner") of Condominium Unit (the "Unit") assumes the responsibility for meeting the standards of construction alteration, modification, remodeling, redecorating and/or making improvements, or changes to the subject Unit as such standards are promulgated by the Association. The Board of Directors of the Association will approve no work, unless the Owner demonstrates that it meets the minimum acceptable standards as the Association may require it and as adopted by the Board of Directors from time to time. The Owner's responsibility for compliance herewith includes, but is not limited to, making all improvements, upgrades, enhancements, enrichments and/or alterations in a proper manner so as to comply with all standards and structural requirements established by the Association, and meeting all other requirements of the Association such as permits, insurance for the Association and meeting structural and aesthetic compatibility of the Condominium. Owner acknowledges compliance with such standards is mandatory under the Declaration of Condominium and the existence and validity of such rights of the Association and submits to the jurisdiction of the court for the enforcement of the standards described herein and agrees that if judicial proceeding shall be necessary, the costs to the Association for making the required corrections, costs for bringing suit, and reasonable attorney's fees/appellate or otherwise, shall be charged for failure to comply. All such costs shall constitute a lien upon the Unit of the Owner, which shall be enforced as otherwise provided in the Declaration of Condominium.

BEFORE YOU SCHEDULE ANY WORK you may be required to submit concept drawings and concept plans in complete form, not less than thirty (30) days in advance of the work to be done, to the Board of Directors c/o the Management Office to receive written approval. The approval time and cost are dependent on how closely your architect and/or designer follow the Association's construction guidelines. Incomplete plans will slow the process and may increase your cost.

Once your concept drawings and concept plans have been approved, full plans should be submitted, along with a proposed schedule of work to include start and completion dates. In some instances, signed and sealed plans and permits must be submitted. All work performed must comply with all laws, rules, ordinances and regulations of governmental authorities and the Association regarding design, structural integrity, aesthetic appeal, and construction details. The Association will review all work submitted for approval. If necessary, the blueprints will be reviewed by an engineering firm hired by the Association. The Owner will incur all expenses related to the approval of the work proposed. **No work shall be done except that which has received written approval from the Association.**

PLAN REQUIREMENTS

General Provisions. Drawings must indicate the full scope of work to be performed. They must also include all existing conditions.

- a. *Scale and Elevations.* Drawings must be prepared with floor plans to a scale of $\frac{1}{4}'' = 1'$, showing overall dimensions and area in square feet. Existing conditions as well as all proposed changes must be shown. Plans must include interior elevations and sections of all interior changes.
- b. *Engineering and Code Compliance.* The Association does not approve plans for engineering design or building code compliance. All technical and engineering matters are the Owner's responsibility. Unit Owner must fully comply with applicable City, County and State building codes, ordinances and specifications.
- c. *Original Building Plans Available for Review.* The Building Manager's office has reprints of the building's original design documents on file, copies of which may be obtained through the Association's reprographic service. These plans include architectural, structural, mechanical, plumbing, and electrical plans for the building.

Your architect and contractor should review these drawings before preparing plans for review by the Association. Your architect/designer/engineer must conduct their own inspection and investigation of existing conditions and not rely on the accuracy of the plans on file. NOTE: these are original developer plans and the Association cannot attest to their accuracy. In addition, the plans may not reflect “as-built” conditions or any subsequent changes or alterations.

- d. **Fire Alarm and Fire Protection (Smoke Detectors & Sprinkler Heads).** Owner must maintain fire alarms and fire protection at all times. There is to be no relocation or alteration without the permission of the Association. Only specified subcontractors are permitted to provide maintenance or alter the systems.

Demolition Plans. Demolition plans must be included in your submittal for any proposed demolition.

Walls. Plans must include “sections” showing wall-board type, thickness, framing method, attachment, and stud size and gauge, and intersection details.

- a. ***Acoustical Standard.*** All demising walls must meet or exceed **Noise Isolation Class (NIC) STC 57dB**. No loudspeakers or loudspeaker back boxes may be installed in demising walls between Units.
- b. ***Penetrations.*** Penetrations or openings for piping, electrical devices, recessed cabinets, bathtubs, soffits, or HVAC ducts must be sealed, lined, insulated or otherwise treated to maintain the required sound and fire ratings. There must be no contact between the installed gypsum board and any mechanical duct work, plumbing piping or electrical conduit.
- c. ***Fire Stops.*** Any penetrations of walls must be properly fire-sealed. Plans must show proper fire blocking and fire stopping.
- d. ***Metal Studs.*** All wall construction must use metal studs and non-combustible construction materials.

Ceilings. Plans must include “sections” showing ceiling-board, framing, attachments and intersection details.

- a. ***Access Panel Access.*** An access panel must be installed in an adjacent area to allow maintenance access.
- b. ***Acoustical Requirements.*** The Unit Owner must accept and be responsible for maintaining all standards set by the Association.

Post-Tensioned Floor Slabs and Structural Ceilings. Because Four Turnberry Place is a post-tensioned concrete structure, NO CORING, CUTTING, TRENCHING, CHIPPING OR PENETRATIONS of the floor slabs or structural ceilings are allowed. No chipping, cutting or alterations of any structural columns or shear walls is permitted. Owner further understands and agrees that violation of this provision will result in substantial fines, suspension of all work in the Unit, immediate repairs at Owner’s expense, and significant daily fines until such repairs are completed.

Electrical. At a minimum, conceptual electrical and lighting layouts are required. Depending on the proposed electrical work, engineered drawings may be required. No aluminum wiring is allowed – all electrical wiring must be copper. **No Romex** wiring is allowed. All electrical boxes in demising walls must be acoustically insulated and fire safed.

Emergency Systems. No alterations to the life safety system (sprinklers, smoke detectors, security system) are permitted without prior approval from the Association. Please consult with the Building Manager if you need to alter the existing emergency system.

Hard-Surfaced Floors. An appropriate thickness of soundproofing material must be installed as an underlayment for all interior hard-surface flooring (wood, ceramic tile, marble, granite and/or stone). The installed underlayment must meet or exceed the Association’s sound insulation requirements. Upon completion of the soundproofing installation a copy of Four Turnberry Place Condominium Hard Surface Flooring Sound Control Installation Affidavit, confirming compliance that the soundproofing underlayment meets or exceeds a **Sound Transmission Control** rating (“STC”) of **52**, (without a suspended ceiling) and a minimum **Impact Isolation Class** rating (“IIC”) of **52**, (without a suspended ceiling). The installation also must include such perimeter isolation material, which will insure that impact noises will not be transmitted

either directly through the floor or by flanking through surrounding walls. The Owner's responsibility for compliance herewith includes, but is not limited to, making installation in a proper manner so as to comply with all standards and structural requirements established by the Association, and meeting all other requirements of the Association such as obtaining permits, insurance for the Association and meeting structural and aesthetic compatibility of the Condominium. If the noise transmission underlayment does not meet the above standards, the Owner will immediately take corrective action.

Carpet. Carpet must have sufficient padding so as to avoid noise transmission into the unit below.

Telephone/Data Lines. Conceptual telephone/data outlets must be shown on the electrical layouts. All telephone CPU's, switching equipment, and system upgrades must be installed inside the Unit. Such equipment may not be installed in the Association's common areas. Any wire runs to common area phone terminals must be Code-compliant, must be installed so as not to be visible. Above ceilings all wiring must be concealed in conduit or be plenum-rated. Please note on the plans that the contractor must coordinate with the Association Office.

Plumbing Lines. Plans must show existing conditions as well as proposed alterations to plumbing.

- a. *Sound Isolation.* All plumbing must be properly isolated from walls, studs, joists, ceilings, and flooring. Isolators must be a minimum ½ inch thick Armaflex type "AP" or equal. The jacket finish must be Galvanized (24 gauge). Isolators must be three (3) inches long with diameter determined by pipe size. Where pipes are larger than 2 inches and attachment is required, isolate from the structure using a pipe clamp around the pipe. Use a Mason Industries type W pad *under* a 3/16 inch, minimum, steel plate. Please note on plans.
- b. *No Floor Penetrations Allowed.* Since the Four Turnberry Place Condominium Association is a post-tensioned concrete structure, NO CORING, CUTTING, TRENCHING, CHIPPING OR PENETRATION of the floor slabs or structural ceilings is allowed.
- c. *Wall Penetrations.* Where piping passes through interior walls and no attachment per code is required, create minimum ¼ inch clearance around the pipe. Where lines penetrate gypsum board, structural or other material, the pipe must not be in contact with material and the "sleeve" must be resilient. The material must be USG Acoustical Sealant, or equal, at non-rated penetrations or a 3M non-hardening fire caulking, or equivalent, meeting the required fire rating.
- d. *Waste and Vent Lines.* All lines must be cast iron. Where there is exposed contact between a waste and/or vent line (or waste or vent line will be replaced) and the building structure, re-align waste and vent lines so there will be no contact and/or create clearance by shaving the stud, drywall or enlarging the opening around the line. Do not stuff resilient materials between the pipe and the structure. Please note on drawings.
- e. *Water Velocity & Load Calculations.* Size all piping so water velocity does not exceed five (5) feet per second. No additional plumbing fixtures may be added without specific Association approval.
- f. *Angle Stops and Risers.* Replace all angle-stops under sinks, toilets and bidets with brass. Risers must be braided metal supply hoses. Please note on drawings.
- g. *Isolation Valves.* Isolation valves must be installed for all water lines servicing the Unit. The valves must be installed in a location easily accessible from the common area.
- h. *Water Lines.* All domestic water lines must be copper. All hot water lines must be insulated.

Plumbing Fixtures. High-quality fixtures must be used throughout so as to avoid plumbing failures and problems with hot and cold water cross currents. All fixtures including tub and lavatory must incorporate the use of an aerator in their design. Valves and fixtures must comply with ISO 3822/1 having an appliance noise level of **20dBA or less**.

- a. *Toilets.* Low-flow, water-saving toilets must be installed. No "Turbo" toilet or any other kind of noisy toilet is permitted. Risers must be braided metal supply hoses.

- b. *No Hot-Mopping.* Due to safety and odor considerations, hot mopping is prohibited. Tub and shower pans must use a cold process sealant.

Water & Utility Shut-Offs. Water and utility shut-offs to the Unit shall be coordinated with the Association Office.

Mechanical. Plans must show existing as well as proposed alterations. Manufacturing information sheets should be included with all new equipment installations.

- a. *Acoustical Constraints.* No rigid contact is permitted between the building structure and mechanical systems. Spring isolators should be utilized. No portion of the mechanical system may be connected touch the common partition between units. HVAC ducts must be sealed, lined, insulated or otherwise treated to maintain the required sound ratings.
- b. *Suspended Equipment.* For suspended equipment, the HVAC, equipment selected must be vibration isolated from the structure.

Entry Doors. No changes to the entry doors may be made without written Association approval. This applies to door hardware as well as the doors themselves.

Window, Window Walls and Doors. Plans must show any alterations to windows, window walls and balcony doors.

- a. *Visual Conformity.* All glass replacement must be in harmony with the exterior of the building. Windows and window walls must include mullions, which are the same color, size and configuration as original building mullions and must align with the building's mullions.
- b. *Sliding Glass Doors and Fixed Panes.* Doors shall conform to those manufactured by Glasswall, LLC and must have the appropriate Clark County product approval. Doors shall be complete with all necessary frames, hardware, thresholds, weather-stripping and glazing accessories to ensure a weather tight installation.
- c. *Window Walls.* Modifications to the exterior window wall systems are prohibited.
- d. *Tempering and Tinting.* All other exterior glass must be laminated and tinted to match existing glass. Mirrored finishes are prohibited. A sample of the glass must be submitted for review and approved by the Association.

Painting. Construction hours must be followed. However, painting may be continued after normal work hours only with approval from the Building Management.

No Gas Fixtures. No gas barbeque grills and/or other gas fixtures may be installed on balconies.

Home Theater Systems. Stereo and home theater equipment must be properly insulated to avoid sound transmission through the walls, ceilings and floors.

BALCONIES

Light Fixtures. No exterior lighting shall be permitted on the walls or ceilings of any balcony, patio or terrace, excluding roof top terraces. Exterior lighting on roof top terraces is subject to the prior written approval of the Association.

Flooring & Waterproofing. All Unit Owners must install flooring on their balcony, patio or terrace, which flooring is subject to the prior approval of the Association with respect to material, color and the like. Owners are responsible for maintaining all balcony sealants, drains (if applicable) and water proofing materials in good working order and shall repaint all painted balcony surfaces (exclusive of railings) with an elastameric sealant when sealant begins to show signs of wear (manufacturer and color to be approved by the Association).

Balcony Enclosures. Balcony enclosures, canopy, screens and shutters are prohibited.

No Awnings or Flower Boxes. Awnings and patio covers are prohibited. Flower boxes on balcony ledges are prohibited.

Satellite Dishes. Due to water intrusion through penetrations in the building's wall structure. A master satellite dish is located on the roof.

Balcony Railings. Nothing may be affixed to the balcony railing and no modifications to the railing system are permitted without the Association's approval.

GENERAL REGULATIONS AND MISCELLANEOUS

Number of Plans. Five (5) sets of plans must be submitted for review to the Association's Board of Directors. The quantity is intended to speed the process so that plans can be distributed, if needed, to the Association's structural, electrical, mechanical and other appropriate consultants.

Variances. Where circumstances are justified, the Association may allow reasonable variances. The granting of such variances does not constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for review.

Existing Nonconforming Improvements. Existing nonconforming improvements do not constitute a basis for allowing any new nonconforming improvements. The acceptance of any plans, drawings or specifications for any work done or proposed does not constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for review.

Conflicts Between City and Association. Any construction, repair, modification, or alteration of any improvements requiring the issuance of a building permit must be submitted to the appropriate governmental entity for review and approval. In the event of a conflict in the conditions of approval imposed by the entity and the Association, the more restrictive conditions will control. Nothing in these Architectural Standards limits the Association from imposing conditions of compliance, which are more restrictive than conditions imposed by governmental agencies.

Building Permits Do Not Constitute Approval. Despite review of plans by the Association, ***Owner must separately obtain all appropriate building permits from the City of Las Vegas.*** However, building permits do not constitute approval by the Association nor does review by the Association constitute approval by the City of Las Vegas or waivers of any applicable statutes. These are two separate procedures and Owners must comply with both.

Corrections and Comments to Plans. Corrections to plans or comments made by the Association do not relieve the Owner of his or her responsibility to engineer the proposed work properly and to comply with applicable building codes, ordinances and specifications.

Concealed Conditions. Any concealed conditions, building code violations and/or deficiencies discovered during the remodeling must be corrected at the Owner's expense.

AFTER RECEIVING WRITTEN APPROVAL FROM THE ASSOCIATION, you must submit your plans to the City of Las Vegas for its approval. If the Building Department makes any changes, you must notify the Association of those changes. You must provide the Management Office with a copy of the Building Permit issued by the City of Las Vegas and post the original in your Unit. It is imperative that a meeting is scheduled with the Owner, the Owner's contractor, and management to discuss the particulars of the proposed changes prior to commencing the work. Copies of all pertinent permits (city and/or county) for the work proposed in the Unit must be submitted to the Management Office prior to commencement of work. Please reserve the service elevator for construction deliveries after you obtain approval for the work to begin. Please contact the Building Manager's office to schedule the time and ensure you understand and act in accordance with the following:

1. Owner shall provide the Association a deposit ("Deposit") of \$2,500.00 prior to the commencement of any work on the changes and/or alterations. The Deposit will be used to offset expenses incurred by the Association including, but not limited to, construction debris hauling fee (\$500.00), reviewing plans, consulting fees, attorneys' fees, damage to the Association's common areas, as well as fines and penalties, including daily fines imposed for failure to complete the changes and/or alterations within six (6) months as provided for in this Agreement. As fees are charged against the Deposit, Owner shall replenish the Deposit. The Deposit shall not restrict the amount of monies the Association may charge against Owner for reimbursement of expenses incurred by the Association or penalties assessed against Owner

related to the changes and/or alterations. If the Deposit is not sufficient to cover all reimbursements, damages, and/or fines, Owner shall be special assessed for the difference, which shall be collected as provided for in the CC&Rs, including lien and foreclosure. The remainder of the Deposit, if any, shall be returned upon satisfactory completion of the changes and/or alterations.

2. Owner shall reimburse the Association for all costs and expenses incurred by the Association related to the presentation, approval and completion of the changes and/or alterations, including consulting, inspection, and attorneys' fees.
3. Owner acknowledges receipt of the Association's Architectural Standards, Rules and Regulations. Owner shall ensure that all contractors and subcontractors receive a copy of the Association's Architectural Standards, Rules and Regulations and abide by them.
4. Owner assumes liability for injuries to persons and/or property damage to common areas or other units arising out of the changes and/or alterations. If the damage is not repaired in a timely manner, the Association may make the repairs and deduct the expenses from the Deposit and/or specially assess the Owner.
5. Owner assumes liability for all expenses incurred by the Association to mitigate damage to the common areas and/or other units arising out of the changes and/or alterations. Such expenses shall be deducted from the Deposit and/or become a special assessment against the Unit.
6. All building and Fire Code violations and/or deficiencies discovered during the course of the changes and/or alterations shall be reported to the Association and shall be corrected at Owner's sole expense, whether such conditions are found in the Unit or the common areas surrounding the Unit.
7. Only licensed and insured construction managers, contractors, subcontractors, and vendors are allowed to make alterations to, direct alterations to, oversee alterations to or make decisions affecting the Unit. Each must carry *Worker's Compensation* insurance (exempt certificates are not permitted) and *Commercial General Liability* insurance with minimum coverage of at least \$1,000,000 per occurrence/aggregate listing the Turnberry Place Community Association and Four Turnberry Place Condominium Association as additional insureds. Licensed and insured individuals and companies may be rejected from the building if, in the opinion of the Board of Directors, such individuals are unreliable, unsafe or establish a pattern of violating the Association's rules and standards.
8. The Association shall have the right but not the obligation to periodically inspect the changes and/or alterations without prior notice. Owner agrees to allow inspections and agrees the changes and/or alterations shall be halted and Owner fined \$1,000.00 every occurrence an inspection is not allowed. Such inspections do not relieve Owners from their duty to comply with the Association's Architectural Standards and all applicable city Building and Fire Codes.
9. Owner shall ensure that all work and materials related to the changes and/or alterations shall comply with all applicable Local, State and Federal Building, Fire, Mechanical, Electrical and Plumbing Codes.
10. The changes and/or alterations must be completed within six (6) months from the Association's approval of the changes and/or alterations. Extensions may be granted at the Board's discretion for delays caused by strikes, fires, holidays or other events beyond Owner's control. If the changes and/or alterations is not completed within six (6) months and no extensions have been granted, FINES SHALL ACCRUE at the rate of \$300.00 per day until the changes and/or alterations is completed. If work has not begun within six (6) months of the approval, the approval shall expire.
11. If the changes and/or alterations is incomplete or is completed in such a manner that common areas are adversely affected, the Association may correct the problem and deduct the cost from the Deposit and/or special assess the Owner for reimbursement, or take legal action to have the problem corrected.
12. Owner agrees to indemnify and hold harmless the Association, its agents, directors, and owners against liability or loss arising from mechanics liens resulting from work on the changes and/or alterations.

13. The Association's consent to the changes and/or alterations shall not give rise to any liability by the Association, its agents, directors, or representatives. Owner agrees to indemnify, hold harmless and defend the Association and its officers, directors, employees and agents from claims arising from the changes and/or alterations or its approval by the Association. This indemnity shall survive the termination of this Agreement.
14. The Association shall have the authority to impose monetary penalties, suspend work as well as workers' access to the changes and/or alterations, cure the violation or repair the damage and special assessment for reimbursement, and take such other action as may be allowed by law. Unless otherwise provided for in this Agreement, minor violations of the Association's rules and regulations may result in monetary penalties up to \$5,000.00. Failure to comply or to restore conditions shall result in additional fines up to \$1,000.00 per month. Serious violations, or actions endangering the health, safety, or welfare of Owners, Association employees or Guests will result in larger monetary penalties and/or expulsion of workers from the building.
15. Except for injunctive relief, any dispute arising out of the changes and/or alterations and/or this Agreement shall be resolved by final and binding arbitration before a retired judge or arbitrator ("Arbitrator"). The trial shall commence if possible, within three (3) months from the date the matter has been submitted to the Arbitrator. Should any party refuse to, or neglect to appear or participate in the arbitration proceedings, the Arbitrator shall decide the controversy in accordance with whatever evidence is presented. The requesting party shall remit the fees necessary to initiate the arbitration. The prevailing party shall be awarded reasonable attorneys' fees and costs. In the event the Association is the prevailing party, such fees and costs shall become a reimbursement special assessment against the Owner. Judgment on the Arbitrator's award may be entered in any court having jurisdiction.

CONTRACTOR REGULATIONS

Hours of Operation. Working hours are limited to Monday through Friday, 8:00 a.m. to 4:30 p.m. with cleanup and departure of all construction personnel no later than 4:30 p.m. No work is allowed on Saturdays or Sundays, National Public holidays or other holidays designated by the Association.

Opening & Closing of Units. Once an Owner takes possession of a Unit, it becomes the Owner or Designee's responsibility to open the Unit for deliveries and workmen, and to close the Unit thereafter.

Permits. Copies of all pertinent permits (city and/or county) for the proposed residence work must be submitted to the Building Manager's office. Upon completion Owner shall provide a copy of the Certificate of Occupancy and/or Certificate of Use.

Pre-Construction Meeting. It is imperative that a meeting is scheduled with the Unit Owner or Designated Agent, the Contractor and Management to discuss the particulars of the proposed changes prior to commencing the work.

Licensed and Insured. Only licensed and insured construction managers, contractors, subcontractors, and vendors are allowed to make alterations to, direct alterations to, oversee alterations to or make decisions affecting a Unit Owner's residence. Each must carry *Worker's Compensation* insurance (exempt certificates are not permitted) and *Commercial General Liability* insurance with minimum coverage of at least \$1,000,000 per occurrence/aggregate listing the Turnberry Place Community Association and Four Turnberry Place Condominium Association as additional insureds. Furthermore, licensed and insured individuals and companies may be rejected from working in the building if, in the opinion of the Board of Directors, such entities are unreliable, unsafe or establish a pattern of violating the Association's rules and standards.

OSHA Safety Standards. All OSHA safety standards must be complied with. Other than interior balcony work, any work on the exterior of the building requires the use of OSHA-approved safety belts and harnesses.

Fire Safety. The Contractor must ensure that their work must not create any fire safety or hazardous condition. The Unit Owner upon discovery of any such condition must repair any fire-safety deficiencies found during the course of repairs and/or remodeling and the Association must be notified of the deficiency in writing and the proposed consecutive action.

- a. *Fire Sprinkler System.* The Association requires the initial installer conduct any alterations to the fire sprinkler system for the first three years after the Unit closing so that the warranty is not voided. After the third year, a

licensed fire sprinkler contractor must be used. Shut down of the water risers and sprinklers must be coordinated with the Building Manager and/or Building Engineer with a minimum advance notice of three (3) days.

- b. *Fire Alarm System and Smoke Detectors.* The Association will not tolerate the false activation of the building's fire alarm system by contractors who fail to cover and protect smoke detectors.
- c. *Smoke Detectors.* Smoke detectors are extremely sensitive; therefore, they must be covered and protected while creating any dust or spray painting/staining in a residence. Detector protection covers must be removed at the end of each day so that detectors remain functional. Coordinate the covering of detectors with the Building Manager and/or Building Engineer prior to the work. Any false alarm will be back-charged to the Unit Owner.
- d. *Fire Watch.* If the fire alarm system devices or the fire sprinkler system is disconnected for any reason, the Association must be notified *immediately*. Prior to disconnection, the Association will post a "fire watch" until the system is reconnected. The Unit Owner shall pay all applicable expenses including any overtime.
- e. *Fireproofing Materials.* Any fireproofing materials removed during the course of construction must be replaced to assure the integrity of the fireproofing system.
- f. *Penalties.* Penalties for violating the Association's regulations can range from \$50.00 to \$5,000, depending on the violation. In addition, companies and/or their workers may be suspended from entering the property.

High Wind Danger. Due to wind hazards, no materials or equipment may be stored on balconies during construction.

Post-Tensioned Floors and Structural Ceilings. Four Turnberry Place Condominium Association is a post-tensioned concrete structure. NO CUTTING, CORING, CHIPPING, TRENCHING OR PENETRATIONS of the floor slabs or structural ceilings are allowed. Due to the risk of structural failure, this rule will be strictly enforced. Failure to abide by this restriction could result in heavy fines, significant repair costs, and costly litigation. DO NOT violate this rule!

- a. *Penalties.* Penalties for violating the Association's regulations can range from \$50.00 to \$5,000, depending on the violation. In addition, companies and/or their workers may be suspended from entering the property.

Concealed Conditions. Any concealed conditions, code violations and/or deficiencies discovered during the Unit Owner's modification project must be corrected at the Unit Owner's expense. Written notice of the condition and the proposed corrective work must be given to the Management Office.

Workers Restrictions. All workers must present a photo I.D. to gain entrance to the property. All workers must wear shoes, pants and shirts at all times. Workers may not eat or take breaks in the common areas or on the balconies, and/or create any noise unrelated to construction, which can be deemed a disturbance or nuisance. No alcoholic beverages, intoxicants, narcotics, or other controlled substances are permitted on Association property or used by workers. The Association reserves the right to remove any worker from the premises for violation of these rules or due to personal conduct which endangers, disturbs, or harasses residents, staff or guests.

Equipment and Material Storage. No equipment or materials shall be stored in the common area hallways, lobbies, garages, or other areas of the Association.

Paint Fumes. To minimize the infiltration of painting fumes into the building, fans must be used to blow such fumes outside. No oil-based lacquer may be used inside the Unit. Oil-based lacquers may be used off-site and the finished product brought onsite once it has cured.

Window Wall Penetrations and Cuts. Do not drill, cut, or otherwise modify the inside or outside of any portion of the existing window wall system. Any modification to this system may be damaging to the weather-tight properties of the system and may invalidate its warranty. Failure to abide by this restriction could result in heavy fines, significant repair costs, and costly litigation.

Parking. Parking for all construction personnel is not permitted on-site nor in the building's garage and limited duration parking is permitted at the Building Receiving area for purposes of loading and off loading materials and equipment only, which must be coordinated, in advance, with the Building Management office. Vehicles must be attended at all times while parked in this area. Daily parking shall be arranged by the Building Manager's office. Unauthorized vehicles, or those parked in unauthorized locations will be towed at the Owner's expense. Workers shall not park in guest parking areas or in the building's garage.

Building Access. All workers must enter the building through the receiving doors. Workers are prohibited from using any other point of entry into the building, passing through the lobby or using any elevator other than the service elevator. Workers must register-in and register-out with the Receiving Department personnel when entering or exiting the building.

- a. *Valid photo identification* shall be exchanged for an Association "Access Pass" to all construction workers entering the building.
- b. Workers must be on an *Authorized Entry Form* signed by the Owner, their designated Agent, or Representative to be allowed access into the building.

Inspection Card. The Building Department's inspection card must be posted at the job site throughout construction.

Work Location. All work must be done inside the Unit. Workers may not use the hallways, lobbies, balconies, or parking structures for set-up or storing equipment. Unit entry doors must remain closed at all times during the course of work.

Protection of Common Area Floors. All common area floors must be protected with Masonite boards, which shall be taped at the edges from the service elevator and/or stairwells to the Unit. Appropriate warning signs indicating the presence of such floor coverings must be placed in conspicuous locations in the common areas. The covering must be removed and the floor cleaned by 4:30 p.m. each day. If this procedure is not followed, the Owner will be charged for the cost of removing the covering and cleaning the floors.

Demolition Noise Abatement. Whenever demolition is involved, old carpet or other kind of sound-deadening material must be laid over the floors so noise transmission through the floor into the Unit below is minimized.

Dust and Dirt Containment. All dust, dirt, and/or paint fumes must be contained in the Unit.

Diligent Construction. Once work begins, it must be completed within six (6) months or such other time period as designated by the Board of Directors.

Trash & Debris. All trash and debris must be removed on a daily basis. Under NO circumstances should any materials be placed or forced into the trash chute, left in the trash room, or in hallways. This is a serious violation of the fire/safety rules of the building and may cause severe damage to the Association's trash chute system. Trash and debris may be deposited in the receptacles specified by the Association.

Tub Replacement. Whenever the tub is replaced, all penetrations and fire blocking must be inspected and brought to code. Plans must be submitted and approved. Extreme caution must be taken with waste and vent connections. A building permit and damage deposit are required.

Elevator Reservation. Please reserve the service elevator for construction deliveries after you obtain approval for the work to begin. Please contact the Building Manager's office to schedule the time.

Service Elevator. Only the service elevators of the building near the receiving area may be used for transporting workers, equipment and materials. The elevator safety hatch must not be opened to transport construction or remodeling material.

Water and Utility Shut-Offs. Water, gas, and electrical shut-offs to the Unit must be coordinated with the Building Manager and/or Building Engineer.

Association Equipment. Construction workers must use their own equipment. No equipment, which is the property of the Association, may be used at any time. Workers are prohibited from using common area electrical outlets to power their equipment.

Commercial Signs. No commercial signs are permitted to be displayed in or around the Unit. Contractors are prohibited from distributing advertising or soliciting brochures and/or literature.

Violations of the Association’s regulations and/or actions which endanger the health, safety or welfare of residents, employees or guests will result in any or all of the following:

Monetary Penalties. Minor violations of the Association’s rules could result in monetary penalties up to \$5,000.00. Failure to comply or to restore conditions shall result in additional fines up to \$1,000.00 per month. Serious violations, or actions endangering the health, safety, or welfare of residents, Association employees or guests will result in larger monetary penalties and/or expulsion of violator from the building.

Suspension of Work. Work may be suspended until violations are corrected.

Expulsion from the Building. Depending on the seriousness of the violation, workers and/or companies may be expelled from the building.

Legal Action. Legal action may be taken to enforce the Association’s regulations and obtain damages.

UPON COMPLETION OF THE CHANGES AND/OR ALTERATIONS, please provide the Association Office with a copy of the City of Las Vegas’s Building Inspection Card with signatures by the appropriate Building Inspector showing that your Unit has been inspected and approved.

The undersigned hereby acknowledges receipt of this notice and agrees also on behalf of all successors and assigns of the subject Condominium Unit, to abide and be bound by the terms thereof.

Signed this _____ day of _____, 20 _____.

FOUR TURNBERRY PLACE CONDOMINIUM ASSOCIATION

OWNER

Name Printed: _____

Name Printed: _____

Signature: _____

Signature: _____

Title: _____

Unit Number: _____