



*Four Turnberry Place*

**EXHIBIT "A"  
HARD SURFACE FLOORING SOUND CONTROL INSTALLATION  
ACKNOWLEDGEMENT AFFIDAVIT**

STATE OF NEVADA )  
 ) SS:  
CLARK COUNTY )

Before me, the undersigned authority, personally appeared \_\_\_\_\_ and \_\_\_\_\_ (jointly "Owner") and \_\_\_\_\_ ("Representative") who after being duly sworn, upon oath, depose and state the following:

1. That Owner is the owner of Unit \_\_\_\_\_ of Four Turnberry Place Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_ of the Public Records of Las Vegas, Nevada (the "Unit").
2. That Representative is the \_\_\_\_\_ (President, Authorized Representative) of \_\_\_\_\_, Inc. ("Contractor"), and has the authority to execute this Affidavit on behalf of the Contractor.
3. That Owner and Representative have actual knowledge of the facts and matters set forth herein.
4. That Contractor has installed certain hard and/or heavy surface floor coverings in the Unit and/or Unit balcony/terrace.
5. That Owner and Representative acknowledge that they and Contractor have been advised that pursuant to the Declaration of Condominium of Four Turnberry Place Condominium Association, (the "Association") and the Rules and Regulations of the Association, no flooring materials (including, but not necessarily limited to, ceramic tile, marble, granite, stone, wood and the like) can be installed in any part of the Condominium Unit except the kitchen and baths as allowed for in the original construction, without obtaining the prior written approval of the Association and without insuring that a Sound Control Underlayment System, as defined in that certain Hard Surface Flooring and Sound Control Installation Acknowledgement executed by Owner, is used and which system must be approved in writing by the Association prior to installation.
6. That Owner and Representative hereby acknowledge that they and Contractor have been advised that (i) no installation of hard and/or heavy surface floorings shall be acceptable unless the Owner assumes the responsibility for meeting the standards for insulating materials to be used as such standards are promulgated by the Association from time to time (the "Standards"), and thereafter meets such Standards by completing the installation accordingly; (ii) no installation will be approved by the Board of Directors of the Association, unless the aggregate sound isolation and acoustical treatment made part of the installation meets the minimum Standards of Sound Transmission Control ("STC") rating of 52 (without a suspended ceiling) and an Impact Isolation Class ("IIC") rating of 52 (without a suspended ceiling), and includes perimeter isolation material, as same may be required by the Association and as adopted by the Board of Directors of the Association from time to time.
7. Owner and Representative acknowledges that they and Contractor have been advised that no floor coverings (including associated setting beds and/or adhesive materials) can be installed on any part of the Condominium Unit balcony and/or terrace, without obtaining the prior written approval of the Association with respect to material, color and the like. The installation of this material and its setting bed shall conceal and protect the existing exposed structural concrete surfaces and shall provide slope for proper drainage to the exterior of the balconies/terraces. The thickness of this material and its setting bed shall be such not to block the glazed system weep holes or block the gap under the bottom stile of the glazed railing system, maintaining a minimum of 42 inches from finished surface to top of handrail. Installation of galvanized steel flashing and approved sealants by the Unit Owner's contractor shall conform to the details of the illustration detail, "CD-01". The typical detail applies at the base of vertical wall panels, sliding glass door sills and structural concrete railings. Such floor covering must terminate 1 inch from the exterior edge of the balcony/terrace structural concrete and the exterior edge must be sealed/caulked to prevent water intrusion between the floor covering material and structural concrete finish coating. Also, the installation of any improvement or heavy object, excepting typical outdoor furniture, must be submitted to and approved by the Board, and be compatible

with the overall structural design of the building. Owners are responsible for maintaining all balcony sealants, drains (if applicable) and water proofing materials in good working order and shall maintain all balcony surfaces (exclusive of railings) with the compatible materials necessary to achieve the expected upkeep of all such existing materials when each begins to show signs of wear (subject to the prior approval of the Association with respect to material, color and the like). The installation of floor coverings which incorporate a setting bed of mortar or otherwise result in raising the finished elevation more than 1/4", shall incorporate sealant at all perimeter joints where the covering abuts the building walls, columns, pony walls, and the like. Such sealant joints shall prevent the penetration of all water along the perimeter, and shall protect any common building elements that are concealed beneath or behind from exposure to water. Such wall-to-deck joints shall also incorporate a surface-mounted corrosion resistant sheet metal closure angle affixed to the bare concrete slab and exposed EIFS exterior wall prior to installation of the covering. The vertical leg of the closure angle is not required to extend beyond the top of the covering. The covering shall also be installed with an appropriate pitch at each location on the balcony so as to prevent ponding water and the finished floor shall slope away from the EIFS/Balcony Deck Caulk joint. At times this may require cross-slopes in the covering to divert water away from included alcoves and the like. None of the existing building sealant joints, sliding door thresholds, window sills, exterior walls, or deck surfaces may be trimmed, cut, opened, or otherwise altered or affected during the installation of the floor covering. Such building components shall be protected during construction to prevent damage. Existing weeps in the sliding door assemblies or window assemblies shall not be altered or sealed shut for any reason or by any installation.

8. Owner hereby acknowledge that 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.
9. Owner and Representative hereby acknowledge and certify that (i) attached hereto and made a part hereof as Exhibit "A" is a comprehensive description of the Sound Control Underlayment System installed in the Unit by Contractor (including but not limited to a copy of the manufacturer's specifications and a description of those soundproofing materials installed in the Unit); (ii) a minimum of \_\_\_\_\_ inch(es) of \_\_\_\_\_ (product) soundproofing material was installed by Contractor in accordance with the manufacturer's specifications, including perimeter isolation material of \_\_\_\_\_, all of which meets or exceeds an STC rating of 52 and/or an IIC rating of 52 (both without suspended ceilings) as installed; and (iii) Owner hereby acknowledges and certifies that the Owner accepts all responsibility in the event that the soundproofing is not adequate, is installed improperly, or fails to perform in accordance with the manufacturer's representations.
10. Owner hereby acknowledges that the Association (at its own expense) or any neighbor of the Owner (at their own expense), may call for any Unit to be tested to determine compliance with the sound insulation requirements set forth herein, and that if it is determined that the tested floor does not meet this established criteria, the Unit Owner acknowledges that it will be required to tear up the floor and replace same with flooring meeting the applicable soundproofing standards and shall promptly reimburse the appropriate party for the expense of testing.
11. Owner hereby acknowledges that if any installation of hard and/or heavy surface flooring materials shall be attempted to be made, or made without compliance herewith, the Board of Directors shall have, in addition to the rights described above, the immediate right to request that such flooring materials be removed at the Owner's expense (or failing which, to remove the flooring itself at the Owner's expense), and replace with flooring materials and sound insulation which meets the Association's minimum requirements. Owner further acknowledges that compliance with such Standards is mandatory under the Declaration of Condominium, and shall be enforced by the Association in any proper manner, including, without limitation, in the Circuit Court in and for Clark County, Nevada by suit brought for injunction or specific performance.
12. Owner acknowledges 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 above and agrees that if judicial proceedings 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 against the Owner found responsible for his failure to comply. Owner further agrees and acknowledges that if the Board of Directors or Turnberry Pavilion Partners, L.P. (the "Developer") shall obtain a decree for injunctive relief or for the removal of such flooring, together with the costs of bringing the suit and attorneys fees, 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.

The undersigned hereby acknowledges receipt of a copy of this affidavit and Owner hereby agrees, on behalf of themselves and all successors and assigns of the Unit, to abide and be bound by the terms hereof.

OWNER:

REPRESENTATIVE OF CONTRACTOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Unit Number: \_\_\_\_\_

Contractor: \_\_\_\_\_

STATE OF NEVADA )  
CLARK COUNTY ) SS:  
)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, and \_\_\_\_\_, who is/are personally known to me or has/have produced \_\_\_\_\_ as identification, and who executed the foregoing instrument, and did take an oath.

My Commission Expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

STATE OF NEVADA )  
CLARK COUNTY ) SS:  
)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, and \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or has/have produced \_\_\_\_\_ as identification, and who executed the foregoing instrument on behalf the corporation, and did take an oath.

My Commission Expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

INTERIOR

FRAMING & INSULATION  
 BY OTHERS

TOP OF CONCRETE SLAB

EXTERIOR  
 TERRACE

5/8" DENS-GLASS GOLD

ADHESIVE

2" EIFS INSULATION BOARD

REINFORCING MESH  
 EMBEDDED IN BASE COAT

BASE PRIMER & FINISH

BACKWRAPPED  
 REINFORCING MESH  
 EMBEDDED IN BASE COAT

APPROVED  
 ELASTOMERIC SEALANT  
 BY CONDO OWNER

1-1/2"x1-1/2" GALVANIZED STEEL  
 FLASHING ACCESSORY  
 BY CONDO OWNER

TERRACE FLOORING  
 BY CONDO OWNER

APPROVED SEALANT  
 AND CLOSED CELL BACKER ROD  
 BEFORE FLOOR TILE

102606

CD-01

CD-01

DATE: 10/10/01

BY: JPC

CHECKED: JPC

SCALE: AS SHOWN

SHEET TITLE

TERRACE WATERPROOFING DETAIL

SWEDROE ARCHITECTS  
 ARCHITECTS PLANNERS

1111 LINCOLN ROAD SUITE 200 MIAMI BEACH, FL 33139

AR 3897 PHONE (305) 873-8002 AR 3895, AIA P.A.

TURNBERRY PLACE  
 TOWER IV

CLARK COUNTY, NEVADA

NO.	DATE	REVISION