



Four Turnberry Place

Soundproofing / Noise Reduction Policy

This policy pertains to noises being transmitted to surrounding units due to lack of proper sound control underlayment installation.

1. The existence of excessive noise levels is prohibited as explained under the Declaration of Covenants, Conditions and Restrictions (CC&Rs) for our Association in Article VII, Section 7.3, which in part states:

“no noise or other nuisance shall be permitted to exist or operate upon any portion of the common element or a unit so as to be offensive or detrimental to any portion of the Common Element or other unit or to its occupant.” In addition, Article VII, Section 7.12 (b) states in part, “an Owner shall not install any hard and/or heavy surface floor coverings including, without limitation, tile, marble, wood and the like, other than by the Declarant, and must insure a sound control underlayment system is used, which system must be approved in writing by the Board prior to installation. Installation of such sound control underlayment system shall include provisions for a perimeter insulation material which will ensure that impact noises are not transmitted into a space below; either directly through the floor or by flanking through the surrounding walls.”

2. The soundproofing methods and requirements are addressed in our Standards of Construction guidelines, where it details that:

“An appropriate thickness of soundproofing material must be installed at an underlayment for all interior hard-surface flooring (including, but not necessarily limited to, ceramic tile, marble, granite, stone, wood and the like). The installed underlayment must meet or exceed the Association’s sound insulation requirements. Upon completion if 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.”

3. The proper course of action when noise levels are brought in question is addressed in Exhibit "A" Hard Surface Flooring Sound Control Installation Acknowledgement Affidavit, Section 10 where it is explained that (an):

"§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 the testing."

4. A receipt of a written complaint with proper deposit monies from a unit owner compels the Association to initiate the testing procedure outlined above. The complainant unit owner will need to forward the total cost of the testing to the Management Office. Please note: If your unit is found to be below the acceptable noise level standard, you will be responsible for the entire cost of the testing and the complainant unit owner will be refunded their deposit moneys in full. Also, you will be responsible to *immediately* place additional sound control material to temporarily bring your unit into compliance, and to permanently rectify the situation within six (6) months of the date of notice. If the above stipulations are not met and the Association is forced to seek a legal remedy, you would bear all of the Association's legal costs per Sections 11 & 12:

"§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 (for 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 aggress and acknowledges that if the Board of Directors of 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.