



Four Turnberry Place

APPLICATION FOR CONSTRUCTION ALTERATION, MODIFICATION AND/OR MAKING IMPROVEMENTS TO A UNIT

Date: _____ Unit: _____

Unit Owner: _____

Home Telephone: _____ Cellular Telephone: _____

Pursuant to the Declaration of Condominium of Four Turnberry Place Condominium Association, Inc., (the "Association") and the Rules and Regulations of the Association, the undersigned Owner (the "Owner") of a 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.

TYPE OF CONSTRUCTION ALTERATION, MODIFICATION AND/OR IMPROVEMENTS THAT IS BEING REQUESTED (please describe in thorough detail, include materials and colors to be used).

THE FOLLOWING DOCUMENTATION IS REQUIRED PRIOR TO THE BOARD OF DIRECTOR'S APPROVAL:

- Five (5) sets of Architect's Plans and Drawings must be attached before this Application will be considered (in some instances, signed and sealed plans and permits must be submitted).
- Building permits from Clark County, Nevada and/or government authorities, as needed, must be attached.
- Copies of construction managers, contractors, subcontractors, and vendors' current licenses and certificate(s) of insurance; each must carry *Worker's Compensation* insurance in accordance with

applicable law and *Occupational Disease* insurance (exempt certificates are not permitted), *Comprehensive* and *Commercial General Liability* and *Automobile Liability* insurance with a combined bodily injury and property damage with minimum coverage of at least \$1,000,000 per occurrence/aggregate (the general liability policy must include: (i) coverage for the operations performed by the construction managers, contractors, subcontractors, and by vendors, (ii) a broad form hold harmless provision, (iii) blanket contractual liability insurance covering all written contracts, (iv) broad form property damage, (v) incidental malpractice, (vi) personal injury, (vii) employees as additional insured) listing the Four Turnberry Place Condominium Association, Turnberry Place Community Association (the "Master Association") and Turnberry Pavilion Partners, L.P. (the "Developer") as additional insureds, using broad form language that provide that such coverages are primary and noncontributing, shall contain policy provisions and exclusions reasonably satisfactory to the Association(s), and shall provide that the Association(s) are not responsible for premiums. Licensed and insured individuals and companies may be rejected from the building if, in the opinion of the Board of Directors, such entities/individuals are unreliable, unsafe or establish a pattern of violating the Association's rules and standards.

All of the Association's guidelines and standard documents must be completed including, but not limited to the following:

- Standards of Construction Form.
- Movers/Delivery/Pick-Up Authorization Agreement.
- Work Entry Authorization Agreement.
- The Hard Surface Flooring and Sound Control Installation Acknowledgement (must be signed prior to commencement of any floor work).
- Demolition plans must be included in your submittal for proposed improvement, and/or construction alteration.
- Plans must show existing conditions as well as proposed alterations to plumbing.
- Owner must 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 (\$750.00), 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 Owner hereby makes application to the Association for the above described construction alteration(s) and/or improvement(s). 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. 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. The Owner understands and acknowledges that approval of this request must be granted before work on the construction alteration(s) and/or making an improvement to the above referenced Unit may commence and that if construction alteration(s) and/or improvement(s) shall be attempted to be made, or made without compliance herewith, the Association shall have the immediate right to require the removal of all improvements, upgrades, enhancements, enrichments and/or alterations and request the subsequent restoration of the Unit to its original form at the Owner's expense. 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 Las Vegas, Nevada, by suit brought for injunction or specific performance.

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 Association or Turnberry Pavilion Partners, L.P. shall obtain a decree for injunctive relief or for the removal of such

improvements, upgrades, enhancements, enrichments and/or alterations, 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 application 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 hereby assumes the risks of making improvements to Owner's Unit and agrees to release, defend, indemnify and hold harmless the Association, Master Association, Turnberry Pavilion Partners, L.P. and their directors, officers, agents and employees, lessees, guests and invitees from any and all claims, damages, losses and expenses, including attorneys' fees, at both the trial and appellate level, arising out of, or alleged to arise out of, or resulting from Owner's negligence or the negligence of Owner's contractor in making the improvements requested herein.

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.

OWNER:

By: _____

Name: _____

By: _____

Name: _____

**THIS SECTION IS FOR
FOUR TURNBERRY PLACE CONDOMINIUM ASSOCIATION MANAGEMENT ONLY**

PRELIMINARY APPROVAL

Prior to obtaining permit from the Clark County, Nevada

Name Printed: _____

Signature: _____

Title: _____

FINAL APPROVAL

With presentation of permit from Clark County, Nevada

Name Printed: _____

Signature: _____

Title: _____