



Four Turnberry Place

HARD SURFACE FLOORING SOUND CONTROL INSTALLATION ACKNOWLEDGEMENT

Pursuant to the Declaration of Condominium of Four Turnberry Place Condominium Association (the "Association") and the Rules and Regulations (Schedule A to the By-laws) of the Association, as hereinafter defined, 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 absorbent control underlayment system is used which system must be approved in writing by Association prior to installation (the "Sound Control Underlayment System"). Even once approved by the Board of Directors, the installation of insulation materials shall be performed in a manner that provides proper mechanical isolation of the flooring materials from any rigid part of the building structure, whether of the concrete subfloor (vertical transmission) or adjacent walls and fittings (horizontal transmission) and must be installed prior to the Residential Unit being occupied.

No installation of hard flooring shall be acceptable unless the Unit Owner (the "Owner") assumes the responsibility for meeting the Standards for insulating materials to be used as such Standards are promulgated by the Association, and thereafter meets such Standards by completing the installation accordingly. 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, and Owner demonstrates that it meets, the minimum acceptable Sound Transmission Control Rating ("STC") of 52 (without a suspended ceiling) and the minimum acceptable Impact Isolation Class Rating ("IIC") of 52 (without a suspended ceiling) as same may be required by the Association and as adopted by the Board of Directors of the Association from time to time. The installation also must include such perimeter isolation material which will insure that impact noises are not 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.

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 style 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.

Further, the Association's approval of the installation of hard and/or heavy surface floor and/or floor coverings is conditioned upon Owner delivering to the Association affidavit(s), in substantially the form and substance as attached hereto as Exhibit "A", from the Owner and its flooring contractor (i) specifying the type and amount of soundproofing and/or setting bed materials installed in the Unit and/or Unit Balcony/Terrace (including a copy of the soundproofing and/or setting bed specifications); (ii) certifying that the soundproofing and/or setting bed materials were installed in accordance with the manufacturer's specifications; and (iii) in the Owner's affidavit, acknowledging that the Unit Owner accepts all responsibility in the event that the soundproofing, setting bed material and/or floor covering is not adequate or is installed improperly.

In addition, 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. If it is found that the tested floor does not meet this established criterion, the Unit Owner will be required to tear up the floor and replace the soundproofing material with flooring material meeting the applicable soundproofing standards and shall promptly reimburse the appropriate party for the expense of testing.

Owner assumes liability for injuries to persons and/or property damage to common areas or other Units arising out of any aspect of the installation of flooring materials. 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 special assess the Owner.

Owner assumes liability for all expenses incurred by the Association to mitigate damage to the common areas and/or other Units arising out of any aspect of the installation of flooring materials. Such expenses shall be deducted from the Deposit and/or become a special assessment against the Unit.

Only licensed and insured construction managers, contractors, subcontractors, and vendors are allowed to install flooring materials at the Unit and Owner warrants that Owner will ensure any Contractor retained by Owner will 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 Turnberry Place Community Association (the "Master Association"), Four Turnberry Place Condominium 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.

Owner hereby assumes the risks of installing the flooring materials to Owner's Unit and agrees to release, defend, indemnify and hold harmless the Association, Turnberry Place Community Association, Turnberry Pavilion Partners, L.P. and their directors, officers, agents and employees, lessees, guests and invitees from any and all claims (including mechanic's liens) 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, the negligence of Owner's Contractor or any other act associated with the flooring installation or making any improvements, changes or alterations to Owner's Unit in connection therewith.

If any installation of hard and/or heavy surface flooring 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 and/or setting bed 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, sound insulation and/or setting bed which meet the Association's minimum requirements. 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. Owner acknowledges such rights and submits to the jurisdiction of the court for the enforcement of the Standards described above 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 against the Condominium Owner found responsible for his failure to comply. If the Board of Directors or Turnberry Pavilion Partners, L.P. shall obtain a decree for injunctive relief or for the removal of such flooring, together with the costs of bringing the suit and attorney's fees, all such costs shall constitute a lien upon the Condominium Unit of the Owner, which shall be enforced as otherwise provided in the Declaration of Condominium.

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: _____

Unit Number: _____

STATE OF NEVADA)
) SS:
CLARK COUNTY)

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 not 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

SWEDROE ARCHITECTS
 ARCHITECTS PLANNERS
 1111 LINCOLN ROAD SUITE 350 MIAMI BEACH, FL 33139
 PHONE (305) 875-8022 AR 3587, AIA P.A.



TURNBERRY PLACE
 TOWER IV

CLARK COUNTY,

NEVADA

NO.	DATE	BY	CHKD.