**EXAMPLES OF ITEMS NOT CONSIDERED REMODELING**

Painting

Wall Papering

Hanging shelves

Hanging wire closet racks

Inside Window Covering such as drapes, shutters, or blinds.

**Window tinting or exterior awnings are not allowed.**

**See Master Deed for complete list of restrictions.**

Minor plumbing repair not requiring invasion of the common area such as replacement of: Garbage Disposal, Toilet, replacing water fixtures **(fixtures only; not requiring modifying current water supply lines)**

Hot Water Tank – **(Installed by a Licensed Plumber to insure proper Installation codes. An expansion task is required for all newly installed Water Tanks)**

Replacing an individual appliance such as a Stove, Dishwasher, Microwave or Refrigerator **(not requiring re-plumbing or re-wiring)**

Outside HVAC compressor replacement using the same footprint.

Inside HVAC unit replacement **(not requiring re-plumbing or re-wiring)**

**Unacceptable Modifications Automatically Disqualifying Approval**

Penetration of exterior common walls whether temporary or permanent.

Examples include but are not limited to: kitchen vents, bathroom vents, cable TV wires, dish antennas, etc. This would void our stucco warranty.

Replacement or alteration of windows or exterior window framing is prohibited as this would void our stucco warranty.

Installation of hardwood flooring, tile flooring or any other hard surface flooring without installation of sound deadening acoustic material of appropriate thickness. (For example; cork, rubber, recycled rubber, or any other AIA recommended material.)

Installation of an exterior front entry door not in conformance with the original community design.

Changing the color or design of any exterior common wall including balconies, railings, and canvas screens.

**Tall Ship Design Review Application Instructions**

**Failure to Obtain Permission**

Whether permission has been obtained or not, all Units are subject to Board inspection for compliance. Per Article XXIV, 1.d of The Master Deed.

Any structural addition or alteration without the required written consent ... [gives the Board] the right to levy an assessment against the owner of the Unit, co-owner of the Unit, and the Unit, for such necessary sums to remove any unauthorized structural addition or alteration, and/or restore the property to good condition and repair" per Article XV of The Master Deed.

Additional Master Deed provisions allow for assessment of the Association's courts cost and attorney's fees to collect assessments.

1. Print the entire document.
2. Read all the **Remodeling Instructions and Guidelines**
3. Obtain all County Building Permits if required or provide documentation that Permits are not required.
4. Fill out the form **Design Review Application**. Indicate whether this is your Initial application or an Appeal to a non-approval.
   * All Fields are ***required***
   * Please describe your renovation in general terms. Details will be provided on the Tall Ship Renovation Checklistpage.
5. Complete the **Tall Ship Renovation Checklist.** Indicate which items will be affected in each room by marking the box next to it.
6. Complete the **Owner Agreement for Owner Performed Work, Hired Vendors & Contractors**

* Initial all spaces as indicated
* Sign and date the form

1. Submit the **Application, Checklist, Owner Agreement, & County Permits (if required)** to Foothills Property Management and Tall Ship HOA Board by scanning and emailing to [Info@clemsonhousing.com](mailto:Info@clemsonhousing.com) and [tallshipassociation@gmail.com](mailto:tallshipassociation@gmail.com)
2. Print the **Rules for Owner Performed Work, Tall Ship Vendors and Contractors;** provide to your contractor(s). You should also leave a copy in your condo while work is being done.

**REMODELING RULES & GUIDELINES**

**Board Approval of Remodeling Required**

The Board's guiding principle is to quickly approve remodels without design changes after ensuring that the owner has not harmed himself or others by damaging the structure or invading common elements.

The general rule (with exceptions) is that owners should be permitted to remodel, as the Board encourages property value enhancement. The key risk lies with distinguishing your property from common property and in distinguishing common structural supports. Unfamiliarity by you or your contractor with community rules can subject you to onerous restoration costs and loss of the benefit of your remodeling expenses.

An owner is legally mandated not to make or cause to be made any structural addition or alteration to his Unit or to the General Common Elements without prior consent of the Board of Directors" under Master Deed

Article XIV **11.13.** Moreover, an owner is to "make no alteration, decoration, repair, replacement or change of the General Common Elements, or to any outside or exterior portion of the building" under Article XIV, l.c. The Board is authorized to assess removal and restoration costs against owners failing to secure prior written consent under Article XV.

**Procedural Steps for Seeking Board Approval**

Pursuant to the foregoing Master Deed provisions the following steps were adopted by the Board:

**Approval:**

1. Property Manager reviews the request and determines if further information and/or Board approval is required.

2. If no further info is required, Foothills approves the request via email and notifies the Owner and the Tall Ship Board that no Board intervention is required.

3. If additional info is required, Foothills sends the requirements to the owner and copies the Board with recommendations.

Owner must comply with requirements such as an architect or engineer's report.

The Board may review and approve the Application via e-mail or require a formal discussion at the next regularly scheduled Board Meeting if the renovation appears problematic. The requesting Owner may be invited for a discussion

Once all requirements are met to satisfaction, the Board approves the request via email or as a Motion/Vote.

**Terms of Approval:**

1**. No work is allowed to start without the County Permits Posted and prominently displayed for easy viewing from outside the property.**

2. All approvals expire six months from the date of Approval.

3. Owner agrees not to deviate significantly from project without prior request and written approval from Property Manager.

4. Owner agrees to periodic inspections by Foothills, Tall Ship Board Members, and Architecture Review Committee members as needed to review progress and compliance.

5. Owner agrees to pay any fines incurred by Owner renovations and/or Contractor work.

**Follow UP:**

Upon agreement that work was completed as agreed, The Design Review Application is closed. **A project is subject to Foothills and Board inspection for compliance both during and after completion per Article XXIV, 1.d.**

**Understanding Common Area Versus Private Unit Area**

The owner’s private property ( the ‘Unit’) is controlled by the owner. The common property is controlled by Tall Ship Association, Inc, and the unit owner through their voting power. The unit owner cannot unilaterally alter common property. An owner’s private property is delineated by the definition of “Apartment” in Article III 1(a) and by the definition of “Unit” in Article III, 1(o). These definitions circumscribe the limits of the authority of the Board to regulate any remodeling.

After reading the definitions, the owner's understanding should be that a Unit is the empty space inside the sheetrock of the walls, ceiling, and floor. The Board controls the rest. Your Unit includes chimney, pipes, vents, ducts, wires, HVAC systems, etc., which are in the common area. To allow owners to access their pipes, wires, and vents, there is an easement to allow access to these elements for remodeling and maintenance. See Article Ill ,1.(o)(i) and (iii). However, that access puts a burden on the owner to restore the common area. See Article XIV 1.a. For example, if an owner removes his sheetrock or his neighbors in order to repair a pipe or other element, the owner needs to replace the sheetrock and pay for any other damage

**Guidelines on Remodeling Submissions**

**(1) General** - Describe the project in general terms. For example, describe a kitchen remodel with replacement of kitchen cabinets, pantry removal, appliance installation, removal of walls to place/ relocate sink under kitchen window. For example, new flooring in living room with removal of elevated fireplace stoop, installation of marble fireplace apron, installation of hardwood flooring, installation of recycled rubber sound deadening matting.

**(2) Walls** - Describe any and all changes, both temporary and permanent, to all walls. For example: A wall is to be moved, eliminated, replaced, re-sheet rocked, or opened during construction and restored. Some interior walls inside the Unit 's common walls are structural. If modifying a wall that is adjoining to a neighboring Unit, it required that the walls be re-established to meet a minimum of a 1-hour fire rating.

**(3) Mechanical -** Describe any electrical, plumbing, and HVAC changes **(ie Moving, Additions or Deletions.) New HVAC units require 3/8 piping running to the outside Compressor.** **Any of these actions require the Owner to obtain a building permit from the County or have documentation that a permit is not required.**

**(4)** **Exterior Doors -** Describe or attach drawings/pictures of any changes to exterior doors such as the front entry and sliding glass doors to the balcony.

**(5)** **Flooring -** Describe any changes, replacements, repairs, or improvements in floor covering. Subflooring should be installed with screws.

Note: When replacing flooring; the Gypcrete should remain in place. In the event the Gypcrete must be removed, it should be replaced with new Gypcrete or with a Certified Fire Rated Paint with a minimum of a 1-hour fire rating. The new flooring is also required to have an acoustic remediation matting.

**DESIGN REVIEW APPLICATION**

\_\_\_\_\_\_\_\_\_\_\_\_ Initial Application \_\_\_\_\_\_\_\_\_\_\_\_ Appeal

**For Review Board Only**

Date Initials

Received \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_

Incomplete \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_

Rejected \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_

Approved \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_

Inspected \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_

Tall Ship Association, Inc.

Condominium Association

P.O. Box 111

Clemson, SC 29633

Owner Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: Home\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Cell\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Work\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**General Description of Proposed Changes***; Including any Mechanical changes (i.e. any electrical, plumbing, and HVAC changes as outlined in the Guidelines on Remodeling Submissions section above).*

Estimated Construction Dates: Start:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Complete:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner’s Signatures: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner’s Signatures: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Tall Ship Renovation Checklist**

Please indicate all items that apply to proposed renovation

**Foyer/Laundry**

\_\_\_ Demolition

\_\_\_ Replace/Modify Flooring

\_\_\_ Relocate/Add Partitions

\_\_\_ Modify/Add Door Units

\_\_\_ Modify/Add Trim Work or Case Work

\_\_\_ Modify Plumbing

\_\_\_ Modify Electrical

\_\_\_ Painting

**Guest Bedroom**

\_\_\_ Demolition

\_\_\_ Replace/Modify Flooring

\_\_\_ Relocate/Add Partitions

\_\_\_ Modify/Add Door Units

\_\_\_ Modify/Add Trim Work or Case Work

\_\_\_ Modify Electrical

\_\_\_ Painting

**Guest Bathroom**

\_\_\_ Demolition

\_\_\_ Replace/Modify Flooring

\_\_\_ Relocate/Add Partitions

\_\_\_ Replace/Modify Vanity

\_\_\_ Modify/Add Door Units

\_\_\_ Modify/Add Trim Work or Case Work

\_\_\_ Modify Plumbing

\_\_\_ Modify Electrical

\_\_\_ Painting

**Kitchen**

\_\_\_ Demolition

\_\_\_ Replace/Modify Flooring

\_\_\_ Relocate/Add Partitions

\_\_\_ Replace/Modify Cabinets

\_\_\_ Replace/Modify Appliances

\_\_\_ Modify/Add Door Units

\_\_\_ Modify/Add Trim Work or Case Work

\_\_\_ Modify Plumbing

\_\_\_ Modify Electrical

\_\_\_ Painting

**Living/Dining**

\_\_\_ Demolition

\_\_\_ Replace/Modify Flooring

\_\_\_ Relocate/Add Partitions

\_\_\_ Modify/Add Door Units

\_\_\_ Modify/Add Trim Work or Case work

\_\_\_ Modify/Add Window Treatment

\_\_\_ Modify Fireplace

\_\_\_ Modify Electrical

\_\_\_ Painting

**Master Bedroom**

\_\_\_ Demolition

\_\_\_ Replace/Modify Flooring

\_\_\_ Relocate/Add Partitions

\_\_\_ Modify/Add Door Units

\_\_\_ Modify/Add Trim Work or Case Work

\_\_\_ Modify/Add Window Treatment

\_\_\_ Modify Electrical

\_\_\_ Painting

**Master Bathroom**

\_\_\_ Demolition

\_\_\_ Replace/Modify Flooring

\_\_\_ Relocate/Add Partitions

\_\_\_ Replace/Modify Vanity

\_\_\_ Modify/Add Door Units

\_\_\_ Modify/Add Trim Work or Case Work

\_\_\_ Modify Plumbing

\_\_\_ Modify Electrical

\_\_\_ Painting

**Master Closet**

\_\_\_ Demolition

\_\_\_ Replace/Modify Flooring

\_\_\_ Relocate/Add Partitions

\_\_\_ Modify/Add Door Units

\_\_\_ Modify/Add Trim Work or Case Work

\_\_\_ Modify Electrical

\_\_\_ Painting

**Owner Agreement for Owner Performed Work, Hired Vendors or Contractors**

Read and initial each statement acknowledging you agree to the terms of this Agreement

**Initial here** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Below are the fines that may be incurred for violations of the below rules.**

1. **Safety violation:** $250 + expenses, this includes but is not limited to false alarms, blocking fire lanes, throwing items off balcony or over railings, using railings to hoist items, leaving debris in common walkways where people can trip, etc.

2. **Cleanup violation:** $75 an occurrence + expenses to clean up and/or repair damaged common areas.

3. **Noise violation:** $75 an occurrence (this includes if work continues past 7pm or is on Sundays).

4. **Parking violation:** $75 + unit owner notified and vehicle (including trailers) may be towed.

5. **Misc. violations:** up to $150 + expenses for infractions such as damage to common property.

6. **Elevator Protection violation: $75 an occurrence + expense to clean up and/or repair damage**.

7. **Permits violation**: Failure to obtain required county build permits will result in a fine. Amount to be determined by the Board based on severity of violation and current county fine guidelines.

8. **Architecture Review Form Violation**: Modification made to Unit not disclosed on this form will result in a fine. Amount to be determined by the Board based on severity of violation, the Safety risk, and Structure impacts.

**Initial here** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Owner/Contractors are responsible for the DAILY CLEANING of all common areas of trash, nails, screws, drink bottles, etc., which are the result of Owner/Contractor's employees job performance. The Common areas should also be swept and mopped if there are visible signs of sheetrock or other construction material dust/dirt. Common areas are inclusive of elevators (ULINE Carpet Protection Tape or similar product must be applied to elevator floor at start of each day and removed at end of each day), all walkways, alcoves, parking lots, grassy areas, and driveways in Tall Ship property. Failure to clean up common areas at the end of each day will result in a fine.**

**Initial here** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**All units have a TWO VEHICLE LIMIT - Owner/Contractors are only *allowed to park* in the following locations:**

The condo owner's designated parking space for which work is being performed plus one additional space.

Visitor space **(Total number of vehicles not exceed two, including the Owner’s assigned space)**

Space without signage **(Total number of vehicles not exceed two, including the Owner’s assigned space)**

Space with the Reserved sign has been flipped over to indicate that Owner’s space is not in use at this time **(Total number of vehicles not exceed two, including the Owner’s assigned space)**

**Parking at the designated loading and unloading site at all building entrances is for that *limited purpose* and should be minimized to time to load and unload materials only. The Vehicle should not be left unattended for any extended period of time.**

**Initial here** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Owner/Contractors are *not allowed to park* in the following locations:**

Any assigned parking space with a blue sign (except the unit Owner's as noted above) Spaces with striped markings are pedestrian walkways or a designated drive-through Grassed areas

Behind or in front of the Mail Station is a safety violation as it is a designated Fire Lane

**Initial here** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner/Contractors shall provide *all necessary equipment* to complete their job responsibilities. This includes any equipment needed to transport materials to and from the job site(s) and/or the daily cleaning of job site(s). Use of any Tall Ship materials, equipment, etc… is not allowed unless specifically approved by Tall Ship Property Manager representatives.

**Initial here** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parking of trailers is allowed in the above noted sites only **(See the** **All units have a TWO VEHICLE LIMIT Section above)** and is limited to the day time hours of 7:00 am to 7:00 pm Monday thru Saturday. Any other times or any overnight parking is prohibited and will result in the trailer being towed at the owner’s expense without further notice to the owner.

**Initial here** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner/Contractors are required to respect the rights of all Tall Ship condo owners and any issues will be resolved with the rights of condo owners considered first. The result may be that an Owner/Contractor is not allowed to complete the job for which the Owner/Contractor is responsible. This includes excessive noise intrusion.

**Initial here** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

All Owner/Contractors are performing under direction of the specific condo owner who is responsible for the performance of their Owner/Contractor while on Tall Ship Property.

**Initial here** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Throwing debris from upper floors down, or using railings to haul materials up is strictly prohibited.

**Initial here** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

No dumpsters are allowed on the premises for units under construction.

**Initial here** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Disconnecting or removing the monitored Smoke Detector(s) or Annunciator Horn is strictly prohibited. Removal of the alarm places all owners in danger in the event of a fire. It is recommended that the smoke detector(s) be covered ONLY during the portion of construction projects that will generate a lot of dust. This will prevent false alarms, which impacts all the residents in a building. Leaving Detectors uncovered, removal of detector or annunciator that results in a false alarm will incur a fine.

**Initial here** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

All Owner/Contractors must comply with all SC local and state laws regarding insurance and workman 's compensation*.*

**Initial here** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

KKPOA construction moratorium runs from 7:00pm to 7:00am Monday-Saturday. **No construction is allowed on Sunday**.

**Initial here** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Hold Harmless Agreement: Please read and write your initials on the line above.**

Owner and Builder, jointly and severally hereby agree to indemnify, defend, and hold Tall Ship Association, its Directors, Officers, and Agents harmless for all demands, claims, actions, or causes of action, assessment, losses, damages, liabilities, costs, and expenses, including without limitation, interest, and attorneys' fees and expenses (collectively "Damages") resulting from Owner's or Contractor's breach of this agreement.

I have read and understand the above stated rules, regulations, and construction guidelines which apply to all improvement projects, Owners, outside vendors, and contractors hired by myself or another co-owner. I agree to furnish a list of the **Rules for Owner Performed Work, Tall Ship Vendors and Contractors** to the Owner(s), vendor(s) or contractor(s) prior to commencement of work. I have been furnished a disclosure of the applicable fines for violations and agree to pay any fines incurred as a result of a violation by any Owner, vendor or contractor hired by myself or another co-owner. I also agree to all terms and conditions listed on the **Design Review Application** and the **Hold Harmless Agreement.**

**Owner Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Unit # \_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Co-Owner Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Unit # \_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Rules for Owner Performed Work, Tall Ship Vendors and/or Contractors**

**Please provide this list to your Owner(s), Vendor(s) and/or Contractor(s):**

**Owner/Contractors are responsible for the DAILY CLEANING of all common areas of trash, nails, screws, drink bottles, etc., which are the result of Owner/Contractor's employees job performance. The Common areas should also be swept and mopped if there are visible signs of sheetrock or other construction material dust/dirt. Common areas are inclusive of elevators (ULINE Carpet Protection Tape or similar product must be applied to elevator floor at start of each day and removed at end of each day), all walkways, alcoves, parking lots, grassy areas, and driveways in Tall Ship property. Failure to clean up common areas at the end of each day will result in a fine.**

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Behind or in front of the Mail Station is a safety violation as it is a designated Fire Lane

Owner/Contractors shall provide *all necessary equipment* to complete their job responsibilities. This includes any equipment needed to transport materials to and from the job site(s) and/or the daily cleaning of job site(s). Use of any Tall Ship materials, equipment, etc… is not allowed unless specifically approved by Tall Ship Property Manager representatives

Parking of trailers is allowed in the above noted sites only **(See the** “**All units have a TWO VEHICLE LIMIT Section above”)** and is limited to the daytime hours of 7:00 am to 7:00 pm Monday thru Saturday. Any other times or any overnight parking is prohibited and will result in the trailer being towed at the owner’s expense without further notice to the owner

Owner/Contractors are required to respect the rights of all Tall Ship condo owners and any issues will be resolved with the rights of condo owners considered first. The result may be that an Owner/Contractor is not allowed to complete the job for which the Owner/Contractor is responsible. This includes excessive noise intrusion.

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All contractors must comply with all SC local and state laws regarding insurance and workman's compensation.

KKPOA construction moratorium runs from 7:00pm to 7:00am Monday-Saturday. **NO SUNDAY CONSTRUCTION!**