

Tall Ship Design Review Application Instructions

1. Print the entire document, it is designed to be printed double sided if desired.
2. Read all the **Remodeling Instructions and Guidelines**
3. 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 Checklist** page.
4. Complete the **Tall Ship Renovation Checklist**. Indicate which items will be affected in each room by marking the box next to it. Use the Floor Plan provided on Page 5 for room reference.
5. Complete both pages of the **Owner Agreement for Hired Vendors & Contractors**
 - Initial all boxes as indicated
 - Sign and date the form
6. Submit the **Application, Checklist, & Owner Agreement** pages to Foothills Property Management via regular US mail *or* by scanning and emailing to info@clemsonhousing.com
7. Print the **Rules for Tall Ship Vendors and Contractors** and provide to your contractor(s). You should also leave a copy in your condo while work is being done.

REMODELING RULES & GUIDELINES

Prior 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 "[n]ot 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 ,**¶1.b**. 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 ,**¶1.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. 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. All approvals expire six months from the date of Approval.
2. Owner agrees not to deviate significantly from project without prior request and written approval from Property Manager.
3. Owner agrees to periodic inspections by Foothills should they be required.
4. Owner agrees to pay any fines incurred by their renovations or contractor.

Follow Up:

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

REMODELING RULES & GUIDELINES (cont'd)

Unacceptable Modifications Automatically Disqualifying Approval

- a) 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.
- b) Replacement or alteration of windows or exterior window framing is prohibited as this would void our stucco warranty.
- c) 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.)
- d) Installation of an exterior front entry door not in conformance with the original community design.
- e) Changing the color or design of any exterior common wall including balconies, railings and canvas screens.

Understanding Common Area versus Private Unit Area

The owner's private property the 'Unit' is controlled by the owner. Basically the rest is common property controlled by Tall Ship Association, Inc. and the unit owner through his voting power. The unit owner cannot unilaterally alter common property. An owner's private property is delineated by the definition of "Apartment" in Master Deed Article III, ¶11(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 your 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 actually 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 III, ¶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 neighbor's 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-sheetrocked, or opened during construction and restored. Some interior walls inside the Unit's common walls are structural

REMODELING RULES & GUIDELINES (cont'd)

- (3) **Mechanical** - Describe any electrical, plumbing, and HVAC changes, additions or deletions.
- (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 that hard surface flooring requires acoustic remediation matting.

Failure to Obtain Permission

Whether permission has been obtained or not, any and all Units are subject to Board inspection for compliance "with this Master Deed and the By-Laws of the Association" per Article **XXIV**, ¶1.d.

"(A)ny structural addition or alteration without the required written consent ... [gives the Board] the right to levy an assessment against the 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.

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

EXAMPLES OF ITEMS NOT CONSIDERED REMODELING

- Painting
- Wall Papering
- Hanging pictures
- Hanging a small shelf
- **Inside Window Covering such as drapes, shutters or blinds.**
 - **See Article XI, ¶1(o) for use restrictions. Also such things as window tinting or exterior awnings are not allowed under Article XI, ¶1.(l).**
- Minor plumbing repair not requiring invasion of the common area such as replacement of a garbage disposal, hot water tank or toilet
- Replacing an individual appliance such as a stove or refrigerator
- Outside HVAC compressor replacement using the same footprint
- Inside HVAC unit replacement not requiring re-plumbing or re-wiring

Tall Ship Condominium Floor Plan



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DESIGN REVIEW APPLICATION

___ Initial Applications ___ Appeal

For Review Board Only	
Date	Initials
Received _____	
Incomplete _____	
Rejected _____	
Approved _____	
Inspected _____	



TALL SHIP ASSOCIATION, INC.
Condominium Association
PO Box 111
Clemson, SC 29633

NAME _____

ADDRESS _____

TELEPHONE: HOME () _____ WORK () _____

GENERAL DESCRIPTION OF PROPOSED CHANGE:

Provide documentation for the proposed change to you unit, including the purpose or reason for the change, the type and color of materials to be used, location on the property, and any other pertinent information required to evaluate the proposed change in accordance with Guidelines described in Attachment A.

ESTIMATED CONSTRUCTION DATES: START _____ COMPLETE _____

OWNER'S SIGNATURES: _____ DATE: _____

_____ DATE: _____

Tall Ship Renovation Checklist

Please indicate all items that apply to planned renovation

Use Floor Plan provided above for room reference

Foyer/Laundry

- Demolition
- Replace/modify Flooring
- Relocate/Add Partitions
- Modify/Add Door Units
- Add/Modify Trimwork
- Modify Plumbing
- Modify Electrical
- Painting

Bedroom

- Demolition
- Replace/modify Flooring
- Relocate/Add Partitions
- Modify/Add Door Units
- Add/Modify Trimwork
- Modify Electrical
- Painting

Bathroom

- Demolition
- Replace/modify Flooring
- Relocate/Add Partitions
- Replace/Modify Vanity
- Modify/Add Door Units
- Add/Modify Trimwork
- Modify Plumbing
- Modify Electrical
- Painting

Kitchen

- Demolition
- Replace/modify Flooring
- Relocate/Add Partitions
- Replace/Modify Cabinets
- Replace /Modify Appliances
- Modify/Add Door Units
- Add/Modify Trimwork
- Modify Plumbing
- Modify Electrical
- Painting

Living/Dinning

- Demolition
- Replace/modify Flooring
- Relocate/Add Partitions
- Modify/Add Door Units
- Add/Modify Trimwork or Casework
- Add/Modify Window Treatment
- Modify Fireplace
- Modify Electrical
- Painting

Master Bedroom

- Demolition
- Replace/modify Flooring
- Relocate/Add Partitions
- Modify/Add Door Units
- Add/Modify Trimwork or Casework
- Add/Modify Window Treatment
- Modify Electrical
- Painting

Master Bathroom

- Demolition
- Replace/modify Flooring
- Relocate/Add Partitions
- Replace/Modify Vanity
- Modify/Add Door Units
- Add/Modify Trimwork
- Modify Plumbing
- Modify Electrical
- Add/Modify Window Treatment
- Painting

Master Closet

- Demolition
- Replace/modify Flooring
- Relocate/Add Partitions
- Modify/Add Door Units
- Add/Modify Trimwork
- Modify Electrical
- Painting

Owner Agreement for Hired Vendors and Contractors

Please read each statement and write your initials in each box below:

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.

Contractors are allowed to park in the following locations and all units have a two vehicle limit:

- The condo owner's designated parking space for which the contractor is performing work plus one additional space
- Any space without signage
- Any space with a white sign indicating the space is not in use at the time
- 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

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

Parking of trailers is allowed in the above noted sites only 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 owners expense without further notice to the 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 a contractor is not allowed to complete the job for which the contractor is responsible. This includes excessive noise intrusion.

All contractors are performing under direction of the specific condo owner who is responsible for the performance of their contractor while on Tall Ship Property.

Contractors are responsible for the daily cleaning of all common areas of trash, nails, screws, drink bottles, etc., which are the result of contractor's employees job performance. Common areas are inclusive of 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.

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

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

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. Leave uncovered otherwise. Removal of detector or annunciator or a false alarm as a result from failing to protect the detector will incur a fine.

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

KKPOA construction moratorium runs from 7pm to 7am in protective covenant III(R). No construction

Owner Agreement for Hired Vendors and Contractors (cont'd)

Below are the fines that may be incurred for violations of the above rules. Please read and write your initials in the box.

1. **Safety violation:** \$250 + expenses, this includes but is not limited to false alarms, blocking fire lane, 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

Hold Harmless Agreement: Please read and write your initials in the box.

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, outside vendors, and contractors hired by myself or another co-owner. I agree to furnish a list of the **Rules for Tall Ship Vendors and Contractors** to the 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 vendor or contractor hired by myself or other co-owner. I also agree to all terms and conditions listed on the **Design Review Application** and the **Hold Harmless Agreement**.*

Owner _____ Unit # _____ Dated: _____
Signature

Co-Owner _____ Unit # _____ Dated: _____
Signature if applicable

Rules for Tall Ship Vendors and Contractors

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

1. 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.
2. Contractors are allowed to park in the following locations:
 - The condo owner's designated parking space for which the contractor is performing work
 - Any space without signage
 - Any space with a white sign indicating the space is not in use at the time
 - 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
3. Contractors are not allowed to park in the following locations:
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11. All contractors **must comply** with all SC local and state laws regarding insurance and workman's compensation.
12. KKPOA construction moratorium runs from 7pm to 7am in protective covenant III(R). No construction allowed on Sunday.