ARTESIAN

MEMPHIS TN



REMODELING AND CONSTRUCTION RULES AND GUIDELINES

Dear Artesian Resident:

After you have had a chance to fill out and return all of the necessary remodeling project paperwork, please call management and schedule your pre-construction meeting.

Management requests that your general contractor be present at this meeting. A tentative project inspection schedule for various phases of the project – demolition, electric, plumbing, flooring, etc. – will be set up at this meeting. Owner will be required to provide beginning and ending dates of work to the best of their ability. Copies of all permits will be required at this meeting. Owners will be required to provide a list of all contractors with names and phone numbers as well as a copy of their contractor’s license. Once all plans are and discussed they will be submitted to an independent architect at the expense of the owner for approval. Management will perform all project inspections.

 Thank you in advance for your cooperation. If you have any questions, please call the Management Office At

 901-327-7916

Sincerely,

Eric Cloud

Wright Property

Artesian Condominium Association

Re: City of Memphis Building Permits for Remodeling

To Whom It May Concern:

Permits are required for remodeling work at Artesian in the individuals’ units.

Because City permits may require approved remodeling packets, Artesian Management will issue conditional approval for a project with the stipulation that the proper building permit(s) be filed with the Management Office before work commences.

Should a permit not be required for work to commence, a written statement (email, fax, letter, etc.) to that effect from the City of Memphis Department of Construction and Permits must be filed with the Management Office.

The City of Memphis Department of Construction and Permits – Permit Center Office can be contacted at 901-222-8300

## Work will not be allowed to commence until the above has been fulfilled. Remodeling without a construction permit is a violation of Artesian Rules and Regulations and may result in a

**fine to the Unit Owner. It is imperative to check with the City of Memphis Department of Construction and Permits well before any remodeling projects commence. Any fines or fees levied upon the association related to permit violations will be charged back to the owner(s) responsible for said violation(s).**

**Sincerely,**

**ARTESIAN CONDOMINIUM ASSOCIATION**

**Wright Property Management, as Managing Agent**

Re: Certificates of Insurance; Additional Insured

To Whom It May Concern:

To be protected in the event of an unforeseen incident, the following need to be included as “additional named insured” on all contractual certificates of insurance:

Artesian Condominium Association Wright Property Management, as Managing Agent

Workers Compensation Insurance shall cover all persons employed in respect to construction of the Improvement, in statutory amounts (such policy may be carried in the name of the Owner’s contractors).

Comprehensive General Liability Insurance should be in an amount of not less than $1,000,000 per person per occurrence for bodily injury and death and similar limits for property damage.

We thank you for your cooperation. If you have any questions, please feel free to contact the management office at 901-327-7916.

Sincerely,

ARTESIAN CONDOMINIUM ASSOCIATION

Eric Cloud , Property Management

Wright Property, as Managing Agent

**ARTESIAN CONDOMINIUM ASSOCIATION**

**REMODELING & CONSTRUCTION OVERVIEW**

This outline provides a minimum guideline and shall not be construed as an all-inclusive list of regulation and requirements. Its purpose is to protect the safety and comfort of all residents and to preserve the integrity of the building structure and those elements which are community, rather than private property. All remodeling must comply with all applicable code requirements and restrictions. Unit owners are responsible for the actions of, and any damage caused by, their contractors.

Remodeling projects have been divided into four categories, which are defined on the following pages, along with notification and approval requirements. Approval may take up to one week, even longer on complex remodeling projects.

Category A: Projects, which do not affect any common elements that are so minor that no formal construction review is required.

* 1. Painting and/or wallpapering.
	2. Installation or removal of carpeting.

Category B: Minor projects requiring Management notification and possible inspection.

1. Replacing built in cabinets if placement of cabinets does not vary from original installation.

**Requirements:** Management notification and written approval is required. Approval may take up to one week. If any of the above items are to be relocated, Management must review plans. Certificates of insurance from all contractors must be submitted to Management as part of the Approval Checklist. Work is subject to inspection by Management, or other designated representatives of the Association.

Category C: Complex projects requiring Management’s written approval and inspection.

These projects include Category B projects and may involve common elements and/or extensions or interruptions to electrical, phone, cable TV or plumbing systems. Such projects include but are not limited to.

1. Termination or rerouting of plumbing, electrical or telephone systems.
2. Altering or closing of plumbing pipes.
3. Wall alterations.
4. Hard surface flooring (marble, ceramic tile, hardwood flooring, etc.)
5. Any action affecting operation of ventilation system.
6. Tub Replacement, Jacuzzi or Whirlpool.

**Requirements:** Submission of drawings to Management. Management approval is required. Certificates of insurance from all contractors must be submitted to Management prior to granting approval. Contractors and owners must abide by further requirements, changes, etc.,.

Category D: Projects requiring Board approval and signing of License Agreement.

These projects include any combination of units or the common elements.

1. Moving location of entry door(s) into common area corridor.
2. Cutting into or through any concrete slabs requires the Structural Engineer’s drawings and a scheduled meeting with the Chief Engineer.

**Requirements:** Submission of architectural drawings to Management. Written Management approval is required and may take up to 60 days. Certificates of insurance from all contractors must be submitted to Management prior to Management granting approval. Approval of Board of Directors required. Signed License Agreement required if any part of the common elements are incorporated into a unit. Contractors and owners must abide by further requirements, changes etc., as noted on drawing by Association architectural representative and the Chief Engineer. Inspection by Management representative required prior to closing any walls or other areas concealing plumbing or electrical work or flooring underlayment. Should the Association require the services of a structural engineer to review a proposal to combine units through concrete walls or ceilings, the owner is responsible for this expense.

Management strongly suggests that you sit down with your contractor to discuss and fully understand Artesian Condominium Association’s Rules and the City of Memphis codes. Items of particular concern for discussion with your contractor are as follows:

* Bathroom Wall Tile Replacement – Plasterboard is not allowed. Only Green Board or Duro Rockboard or Mortar Board is allowed.
* GFI receptacles required within 5 feet of any plumbing fixture.
* All plumbing fixtures are required to have independent shut off valves.
* All walls, where insulation has been removed, must be replaced with proper insulation.
* No modifications allowed to exhaust, vents or registers.
* Modifications to phone risers and cable risers must be put in writing and approved by the inspecting architect.
* Junction boxes for electrical or phones cannot be buried in the walls.
* Many kitchen and bathroom vanities are piped back-to-back – removal of J Bends require a plug or cap on pipes left overnight to prevent floods and sewer gas from entering units.

 **Noise: Type 1 and Type 2**

**Owners who violate, or whose contractor or tenant violates, the noise rules listed below will be fined for each violation.**

1. **“Type 1”** noise is usually associated with construction such as chipping, drilling, jack hammering and pounding. Noise which can be easily transmitted from one unit to another through common walls, floors and ceilings is considered “**Type 1**” noise.

## Requirement: Owner must provide 48-hour advance notice for any noise as a result of cutting, chipping, jack hammering or drilling into the concrete so that Management can notify neighbors on their floor and also above and below the construction.

Remodeling, which creates **Type 1** noise, is allowed at the following times: 9:00 A.M. to 5:00 P.M. Monday through Friday.

No **Type 1** noise is permitted on Saturdays, Sundays, or Holidays. Management will make

every effort to notify neighbors of the upcoming construction. Unfortunately, noise travels quite far throughout the building. Therefore, letters will go out to 5 floors above the construction and 5 floors below the construction.

1. **“Type 2”** noise is usually associated with minor remodeling or repairs which only occasionally penetrate through the perimeters of the unit. Work such as painting and wall papering are not considered noisy work, Carpet removal, etc. would constitute.

**“Type 2”** noise and is allowed during the following hours:

9:00 A.M. to 5:00 P.M. Monday through Friday

**No construction of “Type 2’ noise is allowed on Saturday, Sundays or Holidays.**

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**Unit # Date Received**

**ARTESIAN CONDOMINIUM ASSOCIATION REMODELING APPROVAL CHECKLIST**

I (we) have received a copy of the Artesian Condominium Association Remodeling Packet

Name Certificate

Name Certificate

 Written specifications & scope of work

 Floor plan/drawing/diagram (if applicable)

## Start / End Date

**Owner Name / Phone # Day**

**A / E / Contractor**

Approved:

Date

Chief Architect/ Engineer

Date

Property Manager

Approval letter sent to unit owner on:

Final Inspection/Damage Security Deposit returned on:

ATTACHMENT 1

## ARTESIAN CONDOMINIUM ASSOCIATION REMODELING PACKAGE

**I (we) understand that all documentation and approval must be on file in the Management Office prior to the commencement of any work.**

**I (we) further understand that a written authorization from the Association or its Agent must be obtained prior to the commencement of any work and that subsequent changes to originally presented and approved plans for redecoration of Unit(s) must be approved by the Association’s Board of Directors.**

**I (we) agree to make available for inspection a copy of written authorization of remodeling work upon request by Management, and /or the maintenance staff during periodic inspections of the work.**

**I (we) agree to submit copies of “As Built” plans to the Management Office in writing upon completion of this work.**

**I (we) have read all of documents, if applicable to my (our) remodeling and construction activities and agree to abide by the requirements in the above documents.**

**I (we) agree to advise the Management Office in writing upon completion of the work.**

**Date Signature of Owner**

ATTACHMENT 2

**RULE IX OF THE NPCA’S RULES AND REGULATIONS**

**ENFORCEMENT POLICIES AND FEES**

In the event of a violation of any of the provisions of the Declaration, By-Laws and/or rules and regulations of the Association, the Board may, in addition to other rights and remedies available at law or in equity, pursuant to the Declaration, By-Laws, or Condominium Property Act, proceed as follows:

1. Upon a violation, the Owner shall be notified of the violation by the Managing Agent or the appropriate authorization personnel of the Association and, if the Board so elects, by the Association’s attorney.
2. Notifications of violations may also contain such demands as are deemed necessary to protect the interests of the Association in accordance with the provisions of the Condominium Property Act, the Declaration and By-Laws and/or Rules and Guidelines of the Association.
3. If any Owner feels that he has been wrongly or unjustly charged with a violation hereunder, the Owner may, within ten (10) days after notification according to Paragraph 1 of this section, submit in writing a protest to the Board stating the reasons the Owner feels that there is or was no violation. An Owner may request a hearing with the Board within 30 days of the notice.
4. A hearing on the violations shall be held at the time, date and place stated in the Notice(s) of Violation.
	1. At the hearing, the Board shall have the authority, at its discretion, to continue the hearing without further notice, either at the request of the Owner or upon the Board’s own motion.
	2. Should no protest be filed or if the Owner fails to attend the hearing, the allegations in the Notice of Violation may be, at the Board’s discretion, deemed admitted.
	3. Should a protest be filed, or it the Owner attends the hearing, the Board shall consider arguments, evidence or statements regarding the alleged violation.
	4. At the hearing, an Owner may be represented by an attorney. However, if an attorney appears on behalf of the Owner, the Board may continue the hearing until the Association’s attorney has been consulted or is present.
	5. After a hearing, the Board shall state its determination regarding the alleged violation. If the Board determines that a violation has occurred, the Board shall determine and assess: the fine in accordance with paragraph 7 below; the amount, if any, of attorney’s fees incurred by the Association; and the amount, if any of costs, damages, expenses, and other charges attributable to or resulting from the violation. In addition, the Board may determine that there are or may be costs, damages,

expenses, and other charges including attorney’s fees, attributable to or

resulting from the violation, that will be incurred in the future, and the Board may authorize the Managing Agent to access such charges to the Owner’s account and against the Owner’s Unit as such charges are incurred. The decision of the Board shall be final and binding on the Owner, who shall be notified of the Board’s determinations.

* 1. Payment of amounts assessed under this section shall become due and owing when the Board has completed its determination. Failure to make payment in full within 30 days following notification of the Board’s determination shall subject the Owner to all of the legal or equitable remedies necessary for the collection of same. Amounts assessed under this section shall be added to and deemed a part of the Common Expenses of the unit associated with the violation or the violator(s), and the Association shall have a lien on the unit for the amount thereof.
1. Notices are deemed made when deposited in the United States mail, postage prepaid, to the Owner at the Unit address, or to such other address as the Owner may have previously filed with the Management Office.
2. The Board may levy a fine(s) for violations of the Declaration, By-Laws, Rules and Regulations, and/or agreements of the Association. The Board may annually set the fines rates in its Budget.
3. The Board will annually set all fees in its Budget.
4. The Board will annually publish in its Budget submission to the Owners the Board’s proposed fine and fee schedule and will notify the Owners if those fines and fees change as a result of the approved Budget.

ATTACHMENT 3

## GENERAL TERMS AND CONDITIONS

1. Work in the unit shall only be conducted between the hours of 9:00 A.M. and 5:00 P.M. Monday through Friday and no work is allowed on Saturdays, Sundays, or Holidays.
2. The owner must provide authorization for workmen to enter the unit if the office is to provide a key to them. Each contractor will be required to sign in and out with the personnel in the Front Desk. Only authorized contractors will be admitted into the building. (As provided by list given to the office by owner prior to remodeling commencing.) Delivery of large materials requires scheduling an elevator through the Management Office by the owner.
3. In order to prevent damage to the common areas, protective materials must be laid neatly down the corridor or in the elevators while construction items are being transported through the building. Interior walls and doors must also be protected from potential scratches or damage. All protective items must be removed at the end of each working day and all debris vacuumed nightly by the contractor. A charge will be accessed to the Unit Owner if this work has to be completed by building personnel.
4. Contractors after unloading their materials; proceed to park their vehicles in the visitors parking No vehicle shall be allowed to park in the entrance area or in the parking garage.
5. The use of air hammers is not permitted except with Board approval.
6. All debris must be put into covered containers within the unit and removed from the building at the Owner’s expense. In addition, the Owner is responsible for removing from the building all carpeting, cabinets, appliances, and fixtures. The Owner must state the method of removal when executing a remodeling Indemnity Agreement. The use of the common floor garbage chute for disposal of construction materials is strictly prohibited.
7. Any damage whatsoever that is caused to the building, whether it is to the property owned by Artesian Condominium Association, or to the other units within the Condominium Association by work performed in the unit being remodeled, shall be repaired at the expense of the Owner.
8. Anyone using flammable material must notify the Management Office and shall include an appropriate fire extinguisher and ventilation as a part of their equipment.
9. The owner is responsible for securing all required permits.
10. All work is subject to inspection by building personnel or its agent. The Building Management reserves the right to stop or cause to delay any work which has not been approved or which deviates from the approved plan.
11. When an adjoining party wall is opened and any mechanical, electrical communication or cable work is done, the gypsum board shall not be re-installed until the work has been inspected by the building’s Chief Engineer.
12. Owners must submit detailed plans and specifications for the proposed remodeling to the Management Office. An independent architect shall review at the owner’s expense, however, shall not be liable to the Owner or any third party in connection with said review and the Board’s approval of any alternations shall not be construed as a warranty or acknowledgment of the sufficiency of such alterations for any purpose whatsoever or as a waiver of any of the requirement herein or in the Remodeling Indemnity Agreement (Attached), executed in connection herewith. If the Board determines that outside engineers or outside architectural consultation is necessary, the Owner shall be responsible for any cost incurred for such services.
13. Please consult the Artesian Management Office before having plans prepared, to ensure that the plans do not include, but are not limited to, the following changes which are prohibited:

## Any material penetration of the concrete floor slab, junction box within prescribed limits for the relocation or termination of the TV cable system or electrical system. Work on the concrete slab must be coordinated with the Management Office and only be conducted by the Board of Directors.

**Any changes to the water/waste risers, drain lines, unit entrance doors, building communication systems, electric circuit breakers or TV cables and equipment.**

**Any changes to structural or load bearing columns, etc. Alterations to vents or exhausts.**

1. The Artesian Board of Directors has provided an agreement covering conditions that must be met when there are alterations to the corridor space. A copy of this agreement is attached and must be completed by the owner.

ATTACHMENT 4

Elevator Usage Requirements

Elevator 2 is designated for all contractors to use for material transport.

Elevator must be reserved for any deliveries of materials in excess of 500 lbs. No exceptions.

Protective barrier must be applied to floor and Blankets must be hung on walls.

Contractor will be responsible for removal of protective materials and cleaning at end of each day.

Any damage caused by contractors will be accessed to the condo owner.

ATTACHMENT 5

**PLUMBING REQUIREMENTS**

* + 1. All plumbing work is to be completed by a licensed plumber in a safe and workman like manner and in accordance with all code requirements.
		2. The relocation of any water risers, waste lines, or venting stacks is strictly prohibited.
		3. All connections made to the building venting or plumbing must be pre-approved.
		4. Individual shut-off valves are required for all newly installed fixtures.
		5. Any drain line which exceeds a five-foot run from the fixture to the main waste line is required to be properly vented.

ATTACHMENT 6

**ELECTRICAL REQUIREMENTS**

1. All electrical work must be completed by a licensed electrician in a safe and workmanlike manner in accordance with all code requirements.
2. Electrical panels must provide an unobstructed clearance for a minimum of thirty (30) inches. Adjustable shelves and removable closet rods are considered obstructions.
3. No wall, floor or ceiling electrical boxes may be buried after removal of a receptacle or fixture until all wiring is no longer in use has been removed.
4. Electrical panels must be covered or protected at all times.
5. Installation of additional circuit breakers to the electrical panel must receive prior approval of Building Management or its authorized agent.

ATTACHMENT 7

**BALCONY DOORS, STORAGE ROOM DOORS,FLOORING, WALLS & CEILING**

Balcony Door replacements must be approved by Management. Doors should be hollow core metal doors with exterior painted approved color The standard size door should be made of 18-gauge steel should be reused

Balcony Floor slabs, walls, storage room doors and ceiling under hangs may not be altered in any way at any time. Temporary and/or permanent balcony floor coverings of any kind are not allowed, with the exception of a wood deck or tile covering which may be installed with prior written approval of the Board and must be installed as per the approved specification:

ATTACHMENT 8

REMODELING INDEMNITY AGREEMENT

**THIS INDEMNITY AGREEMENT** made and entered into as of this day of , 20 by (“Indemnitor”).

RECITALS:

1. and are the Unit owners of Unit (the “Unit”) in the condominium property and are the Indemnitors as referenced throughout this agreement located at 717 Riverside Dr, Memphis, Tennessee and commonly known as Artesian Condominium (“said Condominium and the units and elements thereof are hereinafter referred to as the Condominium Property”).
2. Indemnitors have submitted to the Board of Directors of the Association (“Board”) plans and specifications described on Attachment attached hereto (the “Plans”) for the construction of certain improvements (the “Work”) in the Unit and have requested the Board’s approval thereof pursuant to Section V.D. of the Declaration of Condominium Ownership and of the Easements, Restrictions, covenants and By-Laws for Artesian Condominium Association (the “Declaration”).
3. The Indemnitors are delivering this Agreement to the Association as an inducement to the Association to approve the Plans.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the Indemnitors agree as follows:

* 1. The work shall be performed subject to the following:
		1. Indemnitor shall cause the Work to be performed (I) in accordance with the Plans, in good and workmanlike manner and in accordance with all applicable governmental laws, statues, ordinances, codes, rules and regulations and (ii) in accordance with the provisions of the Declaration.
		2. Indemnitors shall furnish the Board upon request with certification from the licensed architect or structural engineer that the Work, if performed in accordance with the Plans, will conform to all applicable governmental laws, statues, ordinances, codes, rules and regulations will not cause any structural impairment to the Condominium Property and will not damage the mechanical, electrical, heating, ventilation or air-conditioning systems of the Condominium Property. Indemnitors shall not make or cause any other party to make any material modification to the Plans after furnishing the Board with the aforesaid certification.
		3. Prior to the commencement of the Work, Indemnitor shall furnish the Board with copies of all building permits, licenses, approvals, certificates, authorizations, and satisfactory evidence of the payment of all fees relating to the work.
		4. Indemnitors shall cause the Work to the performed free of any liens, claims or encumbrances and, upon request of the Association, will furnish evidence reasonably satisfactory to the Board that the Work has been performed.
		5. Indemnitors shall furnish the Board with evidence reasonably satisfactory to the Board of insurance policies carried by Indemnitors and their general contractor and subcontractors insuring the Board, its members, agents, and employees and any other party designated by the Boards against any claims of injury to persons or property, or claims under worker’s compensation or other similar statues arising from or out of the Work, such policies to be in amounts, cover risks an be issued by companies reasonably satisfactory to the Board.
		6. The Work shall not commence prior to receipt by the Indemnitors of prior written approval of the Plans from the Board.
		7. Indemnitor agrees that any Work which requires the removal, addition or relocation of existing cable T.V. coaxial cable risers, outlets, conduits or equipment and facilities, including but not limited to plumbing, heating, electrical and air conditioning lines, wires and apparatus, shall be completed by or under the direct supervision of such contractors, companies and personnel which may, from time to time, be employed to maintain such cable T.V., equipment and facilities servicing the Condominium Property.
		8. Indemnitor shall furnish the Board with such other documentation as the Board requires to evidence good and workmanlike construction and protection of the association and Condominium Property against any claims, liens or injuries of any third parties, including but not limited to evidence of available financing to pay of the Work.
	2. The Board’s approval of the Plans shall be subject to the conditions that Indemnitor perform the Work and always maintain all improvements in compliance with the Declaration, the By-Laws for the Board, and the rules and regulations of the Association, all as from time to time amended, and in conformity with all applicable to the occupancy and use of the Condominium Property.
	3. Indemnitor shall be responsible for any damage to the Condominium Property or any part thereof arising from or out of the work or the maintenance of the improvements constructed by Indemnitor. Indemnitor shall indemnify and hold the Board, its agents, employees, invitees and members and any other occupants of the Condominium Property, harmless from any costs, expenses,

fees, including reasonable attorney’s fees, loss, damage or liability arising from or out of or in any way connected with the Work. Indemnitors shall pay all fees incurred by the Board in processing and reviewing the Plans and Work, including but not limited to all legal, architectural, engineering and recording fees.

* 1. The cost and expenses of the Work shall be paid solely by Indemnitors. In the event any mechanic’s lien is filed on the Condominium Property or any part thereof as a result of the Work, Indemnitors will promptly discharge same or provide the Board with reasonable security against such liens. If Indemnitors fail to discharge any such liens within thirty (30) days after written notice thereof from the Board to Indemnitors, the Board may, at its option, pay said lien or any portion thereof without inquiry as the validity thereof. Any amounts so paid by the Board, including all expenses and fees incurred by the Board in connection with said payment and interest thereon, shall be a connection with said payment and interest thereon, shall be a lien on the Unit and shall be payable to the Board on demand.
	2. Indemnitors shall use their best efforts to complete the Work no later than , 20 . All Work shall be performed on Monday through Friday between the hours of 9:00A.M. and 5:00P.M. and on Saturday between 10:00A.M. and 5:00P.M. (Type 2 – Noisy Work Only) No work shall be performed on Sundays or Holidays. Indemnitor’s contractors shall only use elevators designated by the Association and shall keep the Condominium Property free and clear of all debris. Indemnitors’ Contractors’ materials and supplies shall be stored only in areas designated by the Association. All improvements shall be performed in a manner reasonably planned to result in the minimum inconvenience to residents of the Condominium Property. The Association and its agents and employees shall have the right to inspect the Work during the course of the alterations at reasonable times upon prior notice, provided however, that any such inspection shall not result in any liability on the part of the Association with respect to the Work. Indemnitors shall cause to be corrected any work which deviates from the Plans and Work approved by the Association.
	3. The Board reserves the right to impose additional restrictions as to the manner of which Work may be performed if, in the Board’s reasonable judgment, such additionally requirements are necessary to address specific problems arising in the course of the Work.
	4. Notices hereunder shall be in writing and shall be served by U.S. Certified Mail, postage prepaid, return receipt requested, addressed to the party to the following addresses or such other address as a party shall designate in writing:

To Association:

Artesian Condominium Association Attn: Management Office

717 Riverside Dr

Memphis TN 38103

With a Copy to: ASSOCIATION’S ATTORNEY

To Indemnitors:

With a Copy to:

* 1. This agreement shall be binding on and shall insure to the benefit of (a) Indemnitors’ respective heirs, executors, administrators, successors and assigns and the successive titleholders of the Unit and (b) the Board, its successors, and assigns.

IN WITNESS WHEREOF, Indemnitors and Association have caused this Agreement to be executed and their seals to be affixed hereto as the day and year first above written.

**ASSOCIATION INDEMNITORS**

**Artesian Condominium Association**

By

By By

Attest:

ATTACHMENT 9

ARTESIAN CONDOMINIUM ASSOCIATION

FINAL INSPECTION/DAMAGE SECURITY DEPOSIT AND AGREEMENT

OWNER UNIT

I (We), the owner(s) identified above agree to deliver to the Artesian Condominium (“Association”) a $1,000.00 security deposit, which will be deposited by the Association in accordance with the Artesian Rules and Regulations. Said security deposit shall be delivered to the Association Management Office as part of the remodeling packet checklist.

The entire security deposit of $1,000.00 will be refunded upon completion of the remodeling and the following three (3) steps have been taken:

* A complete inspection for damage done to the common elements including the elevators.
* All reserved elevator time at rate of $150 per hour has been billed and paid.
* A final inspection, by the building Chief Engineer, of all remodeling done in the unit.

Damage in excess of the security deposit shall be promptly paid by the undersigned to the Association upon demand.

I (We) further understand that the Association is not liable for any cost incurred by me (us) due to elevator failure or availability.

If more than one person is the owner of the unit listed above, both must sign below.

OWNER(S) DATE

Date

ATTACHMENT 10

**ACKNOWLEDGEMENT OF HOLIDAYS**

As owner of unit, I understand that loud construction work in the unit will not be allowed on the following holidays:

* New Year’s Day
* Good Friday
* Memorial Day
* Independence Day
* Labor Day
* Yom Kippur
* Thanksgiving Day
* Day after Thanksgiving Day
* Christmas Eve
* Christmas Day

DATE:

SIGNATURE OF OWNER

(Painting and other quiet work will be allowed)

ATTACHMENT 11

**ARTESIAN CONDOMINIUM ASSOCIATION HOLD HARMLESS AGREEMENT**

Contractor and unit owner(s), jointly and severally, shall indemnify, save and hold harmless Artesian Condominium Association, directors, employees and agent, Wright Property Management and its directors and employees, from any liability, damages or claims, including legal fees and costs, resulting from, or in any way relating to injury to, or the death of, any individual that is injured as a result of any work being done in unit at Artesian Condominium Association, located at 717 Riverside Dr. Memphis TN 38103

The Contractor has received a copy of the Artesian Remodeling Packet and agrees to abide by all rules and regulations set forth by Artesian Condominium Association, its agent and representatives.

**WAIVER OF LIABILITY**

On behalf of the group listed above, I understand, by my signature below, the fees, conditions and policies provided with, and included within this application and agree to abide by them. The Contractor and all participants assume all responsibility for, and risks and hazards. I on behalf of the contractor and owner do hereby release Artesian Condominium Association, Wright Property Management, its directors, officers and employees of any and all claims, demands, rights and causes of action of whatever kind and nature, arising from and by reason of personal injuries, damages to property, and the consequences thereof, resulting from work being done in the described unit above.

CONTRACTOR SIGNATURE:

By:

Its:

DATE:

OWNER SIGNATURE: DATE:

 DATE: