

# Continental Condominium Rules

## RULES AND REGULATIONS

The following section contains the Revised Rules and Regulations adopted by the Board of Directors of the Continental Condominium Association [see By-Laws Article II.8.(e)]. These revisions supersede any previous rules and regulations. **Individual Board members**, Management, and building employees do not have the authority to make exceptions to these revisions. The Board and Management will apply the rules in a fair and equitable manner [see Enforcement Policy]. Any violations should be initially reported to the Property Manager in writing. Any changes or updates will be distributed to you for insertion within this material. Owners are responsible for informing their guests of these Rules and Regulations.

1. APPLIANCES	2
2. ARCHITECTURAL CONFORMITY (see Master Deed 15,16)	3
3. BICYCLES	3
4. CARTS	3
5. COMMON AREAS (see Master Deed 1(m), (q), 6(a),(b), 8(a-c))	4
6. DELIVERY OF LARGE ITEMS	4
7. ELEVATORS	4
8. EMPLOYEES OF THE ASSOCIATION	5
9. EQUIPMENT AND SYSTEMS (see Master Deed 14(a),(d),16,17(b),25(3))	5
10. FITNESS CENTER AND SAUNA	6
11. FIRE SAFETY	6
12. GARBAGE, REFUSE AND RECYCLING AREAS	6
13. INSURANCE (see Master Deed 12(f))	7
14. KEYS AND ENTRY DEVICES	7
15. LAUNDRY ROOM	8
16. MOVING TO/FROM UNITS	8
17. NOISE	9
18. OCCUPANCY STANDARD (see Master Deed 21(a), Policy 18)	9
19. PARKING (see Master Deed 21(a),(b)(c)(9,11,12))	9
20. PARTY ROOM (including kitchen)	10
21. PATIO	11
22. POOL (see Master Deed 1(m), 21(b))	11
23. REMODELING (see Master Deed 15(a),(b)(1-6),16, Policies 9,16)	12
24. SALE OR LEASE OF A UNIT (see Master Deed 18(a-o))	14
25. SECURITY	15
26. SMOKING	15
27. SOLICITATIONS	15
28. STORAGE UNITS (see Master Deed 21(b), 21 (c)(12))	15

## **1. APPLIANCES:**

All major appliances must be installed by a licensed plumber/electrician and comply with the codes of the City of Chattanooga. The Contractors' Rules and Regulations may be obtained from the Property Manager and must also be followed prior to installation or modification of any major appliances.

### **A. Washers and Dryers**

- 1) Any individually owned washing machines operable prior to or during the year 2001 must meet the plumbing and electrical codes of the City of Chattanooga.
- 2) New washing machines and dryers can be installed only as replacement for existing units currently in service.
- 3) No washing machines are to be relocated in any unit, only replaced where they are currently located.
- 4) Owners desiring to replace either unit must notify the Property Manager and have the current installation inspected by a licensed plumber and/or electrician. If it does not meet the City of Chattanooga Code, replacement of the washers and dryers can only be done when the installation meets code and/or if a change to the electrical service is required. Inspections and repairs are at the expense of the owner and not of the Association.
- 5) Owners installing a replacement unit must provide the Property Manager with certification that the unit installation meets all required codes.
- 6) It is recommended that only "low suds" detergents be used. The Property Manager can recommend "low suds" detergents for usage.
- 7) The water valves must be easily accessible. The owner of an appliance is responsible for any damage caused to another unit.
- 8) Dryers must be vented through the proper air flow walls. A licensed electrician must advise maintenance regarding the venting into the interior air flow wall.

### **B. Disposals**

- 1) All disposals must have at least a 3/4 hp induction motor and be of a sound-insulated variety.
- 2) Run plenty of cold water to avoid clogging or damage to your disposal. Do not put large quantities down the unit at one time. Large amounts of peelings or food waste should be bagged and dropped down the garbage chute.

### **C. Dishwashers**

The mechanism must be a sound-insulated variety.

### **D. Water Heaters**

New installations must have drain pans installed under them.

### **E. Kitchen Fan Venting**

The stove hood is vented into a system of exhaust shafts. It is important that the fan be running when the stove is in use, to minimize having cooking odors seep into other units.

## 2. ARCHITECTURAL CONFORMITY:

- A. The exterior (balconies, terraces and windows) and the interior common hallways and doors to individual units shall not be modified without the prior written approval of the Board of Directors.
- B. No satellite dishes, communication devices or antennas of any kind may be added to the exterior of the building by individual unit owners.
- C. Improperly secured items must not be placed on open balconies.
- D. All draperies and curtains must be lined in a light, neutral colored material. All blinds, shades or shutters must be light, neutral colored on the exterior side.
- E. In order to maintain the **structural integrity** of the stucco wall on Level 1 patios, nothing shall be attached to the walls in any manner. No items are allowed on top ledges of stucco walls on Level 1 patios.
- F. Balconies and patio areas are not to be used as storage areas. Only items that are usual and customary may be placed on balconies and patios. Prohibited items include:
  - Charcoal grills or any items with an open flame
  - Electric Grills
  - Turkey fryers
  - Bird feeders and bird houses
  - Furniture not intended for outdoor use
  - Patio umbrellas
  - Excessive clutter
  - Bicycles
  - Canoes and paddle boards
  - Trash
  - Laundry or beach towels
  - Banners
- G. Care should be taken with pots to use natural dirt and planting material that is NOT flammable. Some fertilizers and potting material are combustible when placed in heat or sun and should not be used in the balcony or patio area.

## 3. BICYCLES:

Bicycles must be STORED in the designated area of the storage locker room. Please see the Property Manager for details.

## 4. CARTS:

The black carts in the lower level lobby, the red carts and luggage cart in the locker room are all provided for the residents' use.

- A. These carts must be returned to their original location immediately after use and not be parked in hallways, freight elevator room, elevators, lobby or a resident's unit.
- B. **Loading and unloading must be done in the designated location at the back entrance. Do not take carts to your designated parking place.**

## **5. COMMON AREAS – USAGE HAS THE FOLLOWING RESTRICTIONS:**

- A. The elevators, party room (including bar and kitchen), library, sauna, exercise room, laundry, pool and patio are for the exclusive use of the Continental residents and their guests.
- B. The main and lower lobbies shall not be used for personal social functions or lengthy meetings of any kind.
- C. Residents are responsible and will be charged for any damage to walls, carpet, furniture, pictures, fixtures and equipment in any common area caused by the individual owner, tenant, employee, delivery persons or guests. These responsibilities and charges also extend to the exterior of the building, its planted areas, parking area, patio and pool areas.
- D. Residents are not permitted to do any decorating or placing of any objects on walls, floors or ceilings in any common area without the approval of the Board of Directors. Residents may place items on the hallway table (except on the first floor) or their door.
- E. No doormats, carts or any other objects are allowed in the hallways. Items left in the hallways and stairwells will be removed without notice.
- F. Activities and noise in common areas that disturb residents are not allowed.
- G. Proper attire must be worn in any inside or outside common area, including elevators. Proper attire is defined as clothing that is acceptable in public places.
- H. Footwear is required in any inside common area.
- I. No firearms may be carried in any common element (area) except to be transported directly from the owner's unit to his/her vehicle. At such times firearms must be unloaded and housed in a closed container or fitted gun case. Signs are posted on the property in accordance with state law.

## **6. DELIVERY OF LARGE ITEMS**

- A. Arrangements (including reserving the freight elevator) for deliveries of furniture, large appliances, or other unwieldy items, must be made with the manager in advance. The manager will relate any special requirements that may apply when advised of the time and circumstances of the move or delivery. At the conclusion of the job, the resident or delivery person is to remove from common areas all boxes, packing, crates, and containers.
- B. Large items are not to be delivered on passenger elevators; the freight elevator must be used.
- C. The resident (or a designated representative) receiving delivery must be present, must meet the delivery person at the lower level entry, and must have them sign in at the office before beginning delivery.

## **7. ELEVATORS:**

### **A. Passenger Elevators**

- 1. The passenger elevator is not to be used for moving or delivery of large items, major appliances or construction materials. Anything that can fit in a grocery cart or on the luggage cart and does not touch sides or ceiling, as

well as items that can be hand held are acceptable. The freight elevator must be used for other items.

2. No signs or notices can be posted in elevators or on elevator doors.
3. City ordinance prohibits smoking in the elevators.
4. In case of malfunction of the passenger elevator:
  - a. Report to Property Manager, Security Personnel or Management.
  - b. If a malfunction occurs while you are on the elevator, use the available phone and follow the instructions on the phone panel.

**B. Freight Elevator:**

1. The freight elevator must be reserved through Management.
2. One week prior notice is required to reserve the freight elevator for more than 4 hours.

**8. EMPLOYEES OF THE ASSOCIATION:**

- A. Lookout Property Management Co. (LPM) employees carry out day-to-day operations of the building and maintenance under the supervision of the Property Manager.
- B. Suggestions, problems or comments about the work or attitude of any association employee **MUST** be made to the Property Manager, preferably in writing.
- C. **ONLY** the Property Manager can give verbal instruction or work orders to the building employees.
- D. Service must be requested through the Property Manager, who will generate a work order.
- E. Charges will be made according to time spent on a job. Parts that must be purchased by maintenance will be charged at cost plus 10%.
- F. Property Manager will provide a list of available services and costs, which will be updated periodically.
- G. All charges will be billed to the unit owner monthly.
- H. Payment is to be made to the Continental Condominium Association, not to the maintenance personnel.
- I. After-hour charges for emergency maintenance service are at a higher rate. There will be a flat charge plus time and a half (based on non-emergency hourly charge) for the amount of time spent on the job, with a one-hour minimum. Rates are available from the Property Manager.

**9. EQUIPMENT & SYSTEMS:**

- A. All common area systems, including heating, air conditioning, ventilation, hallway outlets and plumbing are to be used only for the purposes for which they were designed and intended.
- B. No resident may in any way interfere with the operations of these systems nor use them for their personal purposes.
- C. Leaky faucets and commodes are required to be repaired immediately at owner's expense.

- D. Residents are responsible for maintaining caulking and seals around plumbing fixtures and will be held responsible for damage to another unit or common elements caused by leakage.

#### **10. FITNESS CENTER AND SAUNA:**

- A. Residents and guests use the equipment and sauna at their own risk.
- B. Notify the Property Manager of any broken or malfunctioning equipment.
- C. Equipment given to the Continental Condominium Association by owners or residents must be pre-approved by management.

#### **11. FIRE SAFETY:**

- A. Fire exit doors and unit doors must not be propped or left open at any time, as an open door poses a threat to the fire resistance of the hallways and other units.
- B. Fire Dept. regulations require that hallways, lobby areas and stairwells be kept clear of any obstructions at all times. Please have home delivery of newspapers stopped, or arrange for them to be picked up daily, if you are going to be away.
- C. Lighted matches, smoking materials, flammable materials or anything burning or smoking may not be placed in the garbage chute or thrown from windows or balconies.
- D. No cooking is allowed on the balconies.
- E. Use of live Christmas trees is prohibited.
- F. Each unit must have at least one small all-purpose fire extinguisher.
- G. All electrical wiring in your unit shall conform to all applicable electrical codes.
- H. Except for reasonable quantities of ordinary household products, no hazardous materials may be stored in your unit. This list includes flammable liquids, explosive, corrosive, hazardous, poisonous, noxious or radioactive materials.
- I. Smoke detectors are recommended in bedrooms. Maintenance of the smoke detectors within a unit is the sole responsibility of the resident.

#### **12. GARBAGE, REFUSE AND RECYCLING AREAS:**

- A. All garbage must be securely bagged and deposited in the garbage chute on each floor during the hours 8:00 a.m. to 10:00 p.m.
- B. Pizza boxes, coat hangers, wine boxes or items that could cause blockage to the garbage chute **MUST** be properly disposed of in the lower level garbage room.
- C. Flammable or explosive materials may not be placed in the garbage chute.
- D. Owners are responsible for breaking down all boxes, cartons, and crates before placing them in the recycling dumpsters located in the lower level garbage room. They are not to be left in the freight elevator area or trash chute room on each floor. If you are not able to break them down, put them beside the recycle container and someone will do it for you.
- E. Newspapers and magazines may be placed in the recycle container near the garbage chute on each floor.
- F. Anyone spilling trash is responsible to clean up the spill immediately.
- G. Contact the Property Manager regarding disposal of any large items you can't manage yourself. Do not leave these items in the freight elevator room or in the hallway.

### **13. INSURANCE:**

The Association carries insurance covering the building structure and liability on the common areas only. All residents must submit to Management a current copy of their annual homeowner insurance policy showing the limits of liability and property damage coverage.

### **14. KEYS AND ENTRY DEVICES:**

Background: Entry devices (cards or fobs) provide the lone security to the building for residents. Therefore, any violation of the use of these devices reduces security for all residents.

- A. Entry devices (cards or fobs) may be issued only to registered property owners or resident family members. One card or fob will be provided per full-time resident per unit. If the number of full-time residents per unit changes, the number of entry devices permitted will change accordingly.
- B. Entry devices are not to be given or lent to any family member, friend, delivery person, employee of the resident, or workmen.
- C. At the time of a sale (or lease)
  - 1) Seller will give buyer all keys to the unit, PO Box, and storage unit at closing.
  - 2) If keys are not turned over, the unit and/or storage locker locks will be changed at the previous owner's expense.
  - 3) Building entry devices will be issued to the new tenant by the Property Manager.
- D. All residents are required to give Management keys to their units for use in the event of an emergency, water leaks, quarterly inspections and exterminator application. If the resident has not provided Management with keys to their unit, and if emergency entry requires calling a locksmith, the resident is responsible for all costs including damage to any property.
- E. If an entry device replacement is required, the resident will purchase it from the Property Manager. The purchase price will be charged to the owner.
- F. Wellness Checks: There may arise occasions when family or friends express concern about a resident and want to check on them. The following guidelines provide access for such a need, yet still provide continued security for all residents and must be followed.
  - Nonresidents can obtain building access through the call box but may not use building entry devices. Residents may want to arrange with a "trusted neighbor" and provide family and friends that neighbor's name in case they cannot answer the call box.

- Residents with health issues should provide a family member or a “trusted neighbor” with a key or other access to their unit, if they want them to check on the resident’s wellness. Neither the manager nor board members are permitted to provide access to someone’s unit. Such a need for access must be arranged before the need arises.
- Under an emergency situation, the manager or board member may provide police or emergency personnel access to a unit if requested by them; but family members must use one of the above methods to gain building and/or unit access.

#### **15. LAUNDRY ROOM:**

- The laundry room is for the use of building residents only.**
- Users should remove their clothes from washers and dryers promptly after the cycles are completed.
- The laundry cart in the laundry room is for use only in this area and should not be removed for any reason.
- If a washer or dryer is out of order, please notify the Property Manager in order that repairs can be scheduled.
- If you have lost money due to the malfunction of the machine, make notation of the amount and call the company for a refund. The phone number is posted in the laundry room.
- Large items such as carpets can easily overload the machines. Residents will be assessed the costs of repairs to any machine damaged by overloading.
- Caution must be used in transporting laundry supplies to/from laundry area. Bleach and dye may not be used in washers.
- Neither the Continental Condominium Association nor Management assumes any responsibility for damage to any resident’s laundry.

#### **16. MOVING TO/FROM UNITS:**

- Owners are responsible for all damages related to a move or moving heavy items. This responsibility includes damages caused by deliveries, construction or remodeling personnel and members of the household, contracted employees, guests and visitors.
- The owner or a designated representative must be present at all times during a move.
- The freight elevator is required and must be reserved through the Property Manager at least 7 days prior to the move date. Use of the freight elevator is permitted Monday through Friday, 8:00 AM – 5:00 PM.
- The moving van must be parked and unloaded in the rear of the building.
- Owners are responsible for disassembling moving boxes, cartons and crates before placing in the lower level garbage/recycling room.
- No moves are permitted on Sundays or holidays.
- Moving on Saturday is discouraged. In the event of an emergency, approval must be obtained from the Property Manager. Since Security Personnel are not



available in the building, the MOVER must employ, at their own expense, a member of the staff to supervise the move.

- H. When moving heavy items (*with the exception of medical equipment that can be moved using the hand truck supplied by the Continental*) a 4 foot wide, heavy plastic hall runner and two 4x6 pieces of same (*supplied by the Continental*) is to be laid out over the hall carpet with one piece laid from the edge of the hall runner into the unit and the second from the other edge of the hall runner into the freight elevator foyer. Under no circumstances should a piece of furniture or heavy equipment be dragged down a hall on carpet or plastic shield. (See management)
- I. In the event any of the plastic runners become damaged to the extent that they would not be of use in protecting the common areas, the owner is responsible for repair or replacement of the runners.

#### **17. NOISE:**

- A. Residents are encouraged to keep noise level down/low in the building, entry, indoor common areas, pool and patio, so as not to interfere with the rights, comfort and convenience of other residents. Unit owners are responsible for their tenants, and hosts are responsible for their guests.
- B. Sounds from musical instruments, stereos, televisions, and construction work resonate in this structure. To preserve the tranquility of other residents, do not operate any sound-producing instrument above conversational level or during any unusual hours. Also, no radios, television or other electrical devices shall emanate radio and television interference signals.
- C. Any resident having problems with loud noises from another unit should first try to contact the unit resident. If the problem cannot be resolved by such contact, the Management should be notified in writing.

#### **18. OCCUPANCY STANDARDS:**

- A. All units shall be used strictly as a single family residence and for no other purpose.
- B. No unit shall house a number of occupants that exceeds twice the number of bedrooms contained in the unit, plus one person.
- C. Any person residing in a unit for a period of more than thirty (30) days during any consecutive twelve (12) months shall be deemed a permanent resident of such unit.
- D. No animals or pets of any kind shall be allowed on the property.

#### **19. PARKING:**

- A. All parking space assignments are handled by the Property Manager.
- B. Each permanent resident having a car will be assigned a numbered parking space. Owners not living at the Continental will not be assigned a numbered space.
- C. Residents needing a parking space in addition to the number of spaces designated above may request a bonus space through the Property Manager. Bonus spaces may be assigned on a first come basis and must be vacated when

needed within twenty-four (24) hours after written notice from the Property Manager.

- D. Caregivers, employees and others may not have or utilize assigned numbered parking spaces.
- E. Spaces across the front entrance and along the side of the West entrance are for visitors only. Vehicles with assigned places may not park in visitor parking.
- F. All vehicles in assigned parking must be registered with the Property Manager and have a Continental ID.
- G. When residents move from the Continental, any assigned space(s) will be reassigned by the Property Manager.
- H. Permanent residents with a valid Handicapped Parking placard or license plate issued by the County may request to be placed on a waiting list for a closer numbered parking space, according to their date of residence. They will be given priority for closer parking spaces as they are available. Then other residents who have requested to be on a separate list for a more convenient space will be accommodated.
- I. No work truck handling a job on the premises may park in front of the building or around the oval.
- J. The parking of trailers, boats, motor homes and recreational vehicles in the driveway and parking areas is strictly prohibited without permission of the Property Manager.
- K. Parking space users are responsible for any damage to the parking area caused by their vehicle or anyone using their vehicle.
- L. Major auto repairs may not be performed in the parking area.
- M. Vehicles must be maintained so as to not leak fluid. The vehicle owner is responsible for any cleanup.
- N. There is a 15 mph speed limit on Association property.
- O. Any vehicle that is parked in the visitor parking area for more than twenty - four (24) hours must be registered with the Property Manager.

## **20. PARTY ROOM (Including Kitchen):**

- A. The Association shall have priority for the use of the Party Room.
- B. The Party Room is reserved for private social functions ONLY for residents and their guests. Political, civic, religious, charitable, or commercial functions, or any function requiring an admission fee, is not permitted.
- C. Reservations for use of the Party Room must be made in advance of the party date. A unit owner cannot reserve the Party Room for the same holiday for two consecutive years unless there is no other request.
- D. The Party Room must be cleaned adequately immediately following a party.
- E. If decorations are used for the party, they must be removed immediately following the party.
- F. The host resident reserving the Party Room must be present at all times during the function and available to greet the guests.
- G. **Guests must be informed of parking restrictions. Parking in the back is prohibited.**

- H. Guests attending a function are restricted to the Party Room area so they will not disturb the residents.
- I. The public address system in the Party Room may not be used for private functions.
- J. All parties must conclude no later than 11:00 pm without prior arrangements.

**21. PATIO:**

- A. Food, beverages and smoking are permitted only at the tables provided. Smokers must provide their own non-breakable ashtrays.
- B. Noise shall be at a level that will not disturb others in the pool or residents living above the area.
- C. The half-portion of the patio that extends off of the Party Room may be reserved.
- D. Please turn off ceiling fans when finished using them.

**22. POOL:** *The pool is monitored by camera*

Use of the word “pool or pool enclosure” includes the swimming pool and everything within the fenced area.

- When the word “resident(s)” is used it implies permanent residents not overnight guests.
- Swimming alone or during inclement weather is not advised.
- The red phone on the patio automatically calls 911 when the handset is picked up.

A. THERE IS NO LIFEGUARD ON DUTY! All persons using the pool do so at their own risk.

Residents shall hold harmless the Board, the Association and Management for any injuries to residents, family members or guest.

B. The number of pool users is limited to 20 within the enclosure. Residents have priority when capacity is in question, and as such under normal situations, guests are limited to 4 per condominium unit. Greater than 4 guests must be registered in advance with the Property Manager during office hours. Residents are responsible for their guests’ behavior and rule enforcement.

C. Resident(s) must be in the pool or patio areas during their guests’ pool usage.

D. State regulations and the Continental Rules and Regulations deny access to the use of the pool enclosure to any person with a contagious disease, infectious condition, open wounds and abrasions wearing bandages.

E. There is no swimming during maintenance, water treatment, or robotic cleaner operation. Generally, weather permitting, shock will be added to the pool Sunday evening at 8pm, and the robotic cleaner will operate Monday, Wednesday and Friday between 8am and 10am.

F. Anyone using the pool must wear acceptable swimming apparel. Individuals should wear appropriate apparel going to and from the pool area. Footwear is required before entering the building.

G. Disposable SWIM diapers must be worn by those requiring a diaper.

H. No diving into the pool or roughhousing in the water is permitted. No excessive splashing is acceptable. No running in the pool enclosure. No sitting on or submerging of the flotation rope.

I. Floats, water toys or other water sport equipment should be used with consideration of others. Items left in the pool enclosure are subject to disposal.

J. Furniture may not be removed from the pool enclosure.

K. Lifesaving equipment is for emergency use only and not for recreational purposes. The flotation rope is considered lifesaving equipment as demarcation between the shallow and deep ends.

L. When leaving the pool enclosure unoccupied please tie down umbrellas and cushions, set other items in order, and ensure the gate is locked.

M. Any problems or disturbances should be reported at the first opportunity to the Property Manager.

### **23. REMODELING:**

Unit owners are prohibited from undertaking any remodeling activities that may compromise the structural integrity of the building or result in structural changes. Unit owners are responsible for ensuring that all necessary licenses, permits, and insurance coverage are obtained for all workers involved in the remodeling process.

#### **A. Definition of "Contractor"**

A "Contractor" refers to the individual or business hired to perform and manage a remodeling project.

#### **B. Types of Licenses**

According to the State of Tennessee Board for Licensing Contractors, a license is required prior to contracting for any remodeling work.

1. Tennessee Contractor License: Required for remodeling projects with a total cost of \$25,000 or more.
2. Tennessee Home Improvement License: Required for projects with a cost between \$3,000 and \$25,000.
3. Specialized Technicians (Plumbers, Electricians, etc.): Must possess the necessary Tennessee state or local county and/or city permits and licenses.
4. Subcontractors: Contractors must ensure that any subcontractors are properly licensed as required by state or local laws and have obtained the necessary permits.

#### **C. Owner-Designated Remodeling Representative**

The unit owner remains responsible for contracting with the individuals performing remodeling, renovations, and repairs. The owner is also liable for any infractions, damages, or fines that arise during the project, including any impact on common areas. If the unit owner is unavailable to oversee the project, they must appoint a representative in writing. This representative, who may be a lessee or another person,

must ensure compliance with all Continental Condominium Association rules and act as the primary point of contact with workers, the Property Manager, and the owner. This agreement, outlining the representative's responsibilities, must be signed by both the owner and the appointed representative and provided to the Property Manager.

This written agreement does not grant the representative the authority to make contracts, modify project plans, or perform any other functions reserved solely for the owner.

#### **D. Project Costs**

Approved Project Plans may not be partitioned or altered to avoid reaching the monetary thresholds that determine licensing requirements. If changes in the project cause the cost to exceed these thresholds, the project will require re-evaluation of the necessary licenses, including obtaining the appropriate contractor or home improvement licenses as per Tennessee state regulations. A signed copy of the Contractor and Technician Rules and Regulations for Remodeling must be provided to management.

#### **E. Before Beginning Remodeling**

To receive approval for a Remodeling Project Plan, the unit owner must submit the following documentation to the Property Manager:

1. Remodeling Project Plan: A written description of the planned work, including estimated start and finish times, total cost, and details about any plumbing, electrical work, demolition, utility shut-offs, relocations, and installations. This plan must also explain dust and debris containment procedures.
2. Licensing and Permits: A copy of the current (active) Tennessee contractor and/or home improvement license, as well as any applicable permits (as outlined in Section 23.B).
3. Proof of Insurance: Evidence of current insurance coverage that meets or exceeds the Continental Condominium Association's requirements and remains valid throughout the remodeling project.
4. Signed Contractor and Technician Rules for Remodeling: A copy of the rules, signed by all relevant parties involved in the project.
5. Sound Insulation Specifications: If flooring is being installed, the unit owner must submit specifications for sound insulation. Carpeting must be laid over padding. For non-carpet flooring such as cork or approved laminate, the sound barrier padding must meet specifications of at least 40 dB and 6mm thickness. A sample of the flooring and padding must be provided for verification and approval by the Property Manager.

#### **F. Changes to the Remodeling Project Plan**

Any changes to an approved project plan, whether before or during the work, must be submitted in writing to the Property Manager for review. All changes must comply with Tennessee state and local licensing and permit requirements.

### **G. Handyman / Repairman**

For projects under \$3,000, workers may still be required to have a license, especially for specialized work (e.g., electricians, plumbers). Unit owners should contact the local county or city licensing office and the State Board for Licensing Contractors for clarification on permit and licensing requirements. All workers must carry insurance.

### **H. Worker Sign-In and Work Hours**

Work is permitted Monday through Friday from 8 AM to 5 PM. These hours apply from sign-in to cleanup and departure. The unit owner or their designated representative must meet workers at the entry door each day and ensure they sign in at the office. All workers must sign in at the start of each day and sign out when their workday concludes.

### **I. Advisory Warnings**

The unit owner is responsible for ensuring that the Contractor and Technician Rules for Remodeling, including all advisory warnings, are followed. If any worker fails to comply with these rules, work must cease until the issue is resolved. The unit owner or designated representative must always be available while work is being conducted in the building.

### **J. Clean-Up Responsibilities**

The unit owner is responsible for ensuring that all common areas (hallways, freight elevator, passenger elevators, lower lobby, and trash room) are cleaned up after each day's work. Any mess resulting from the remodeling activities must be cleaned immediately.

### **K. Daily Cleanup Inspections**

Each day, the unit owner must inspect any common areas used by workers and clean as necessary. This may include vacuuming carpets in hallways, sweeping the trash room, or wiping down the elevators. Workers must leave their work areas clean and must not track dust or dirt into hallways, elevators, or other common areas.

### **L. Special Circumstances**

If a unit owner seeks an exception to any rule, they must discuss the matter with the Property Manager. The Property Manager will either make a decision or, in some cases, refer the issue to the Board of Directors. For example, a request for an exception might concern restrictions on new washer/dryer installations as outlined in Rule 1A.

*Revised 1/21/2025*

## **24. SALE OR LEASE OF A UNIT:**

- A. The sale of a unit by an owner is subject to the provisions of Section 18 of the Master Deed. It is recommended that this section of the Master Deed be read and understood by all parties to any lease or sale.
- B. All prospective purchasers of a unit must agree to the terms and conditions required by the Continental Condominium Association.

- C. Owners choosing to lease their condos are limited to leasing to their immediate family. These transactions are subject to the approval of the Board at least thirty (30) days before the effective date of the transaction.
- D. It is the responsibility of the owner to inform any lessee of the lessee's obligation to comply with the policies of the Association. Accordingly, copies of the Master Deed, Charter, By-Laws, Policies, and Rules and Regulations of the Continental Condominium Association are to be furnished to the lessee by the owner.
- E. A lease agreement should be used containing the special stipulations necessary for residency within the Condominium.
- F. A copy of the proposed lease and a cover letter must be submitted to the Board of Directors at least thirty (30) days prior to the effective date.

#### **25. SECURITY:**

- A. Management will not admit anyone to a unit without the owner's authorization except for an emergency.
- B. Owners must notify the Property Manager in writing of any guest who is to occupy the owner's unit during the owner's absence.
- C. Be sure that any outside security doors are closed and locked behind you and that no person or persons not known by you enters the building simultaneously with your entry or exit.
- D. The front and the back door directories have a 3-digit code number different from the unit number of the resident; therefore, you must tell the visitor your unit.
- E. Delivery persons, caregivers, contractors, cable technicians and other employees of residents must register with the Property Manager upon entry.

#### **26. SMOKING:**

- A. There is "no smoking" in any common areas within the building. Smoking is **ONLY** permitted on the patio. Smokers must provide their own non-breakable ash tray.

#### **27. SOLICITATIONS:**

Soliciting goods and services, or monetary solicitation for charitable, religious, political or other outside causes of any nature whatsoever is not permitted on the property. In-house Continental Condominium Association affairs are excluded.

#### **28. STORAGE UNITS:**

- A. One storage locker will be assigned to each unit at no charge. An additional locker, if available, may be assigned on a priority basis (not necessarily adjacent to the no-charge locker) for a fee to be set by the Board.
- B. No more than two lockers are available per resident unit.
- C. Each resident assumes responsibility for all items stored in their locker. Fire laws prohibit the storage of flammable and hazardous items, including tires.
- D. No untagged items may be stored outside the locker. With proper owner I.D. tag, bulky items may be temporarily stored for a maximum of thirty (30) days in a

room adjoining the pipe room with prior approval of the Property Manager. Management will assess a fee of \$25.00 for this storage.

- E. With permission from management, items such as motorized chairs or walkers may be temporarily parked in the bicycle storage area while the user is out of the building shopping or for other trips for part of the day.
- F. Items must not extend above the top of the lockers; this would hinder the performance of the sprinkler system if needed.
- G. No resident may sub-lease his assigned locker to another resident. The lockers are assigned and cannot be transferred without Management approval.
- H. A key will be held in the Property Manager's Office for use in case of an emergency.



## **Continental Condominium Association Contractor, Technician, Handyman Remodeling Rules**

A copy of these rules must be prominently displayed in the unit where work is being performed.

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### **A. Advisory Warnings**

1. **Dust, Fumes, and Particulates:** All dust, fumes, and particulates generated during work must be contained within the unit. If any of these escape and trigger the fire alarm, cause evacuation, damage common areas or other units, or harm individuals, the unit owner, contractors, technicians, and handymen may be held liable for all costs incurred from such incidents.
  2. **Disposal of Materials:** All liquids, products, and materials must be disposed of in compliance with local government regulations. Contractors, technicians, and handymen may be held responsible for repair costs resulting from improper disposal, including liquids poured down drains, spills, or waste left on the property.
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### **B. Requirements**

Contractors must provide current Tennessee licensure and proof of insurance, as required by the Continental Condominium Association, before beginning discussions regarding the project with the unit owner.

1. **Licensing and Permits:**
  - **Contractor License:** Required for projects exceeding \$25,000.
  - **Home Improvement License:** Required for projects between \$3,000 and \$25,000.
  - **Electrician License:** As required by state and local laws.
  - **Plumber License:** As required by state and local laws.
  - **Handymen and non-licensed workers:** Must carry liability insurance coverage.
  - **Building Permits:** May be required depending on the scope of work and local regulations. All work must comply with relevant local, city, county, and state building codes.
2. **Insurance Requirements:**
  - **Coverage:** Insurance must cover bodily injury, property damage, and completed operations. Coverage should be provided on a Broad Form and must include property damage to items in the contractor's care.

- **Required Coverage:**
    - **Single Limit:** Minimum \$300,000.
    - **Split Limit:** \$100,000 (Public Liability) / \$300,000 (Property Damage).
  - A certificate of insurance must be on file with the Property Manager for the duration of the policy, with renewal certificates provided to both the unit owner and Property Manager.
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### **C. Rules for Distribution and Acknowledgement**

1. Contractors, technicians, and handymen must receive a copy of these rules. The unit owner or designated representative is responsible for explaining and ensuring understanding and compliance.
  2. Contractors, technicians, and handymen must acknowledge receipt and understanding of these rules by signing an Acknowledgement form. This signed form must be provided to the owner or the owner's designated representative.
  3. The unit owner must submit the signed Acknowledgement form to the Property Manager.
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### **D. Access and Requirements**

1. The unit owner or designated representative must meet contractors, subcontractors, or workers at the entry door upon their arrival and ensure they sign in at the office. All workers must sign in and out daily. No unit key or access will be provided by building staff or the Property Manager. The unit owner or their designated representative must provide access to the unit.
2. **Work Hours:** Work is permitted Monday through Friday, from 8 AM to 5 PM. No weekend work is allowed except in emergency situations.
3. **Parking:** Worker parking is available at the west end and southeast corner of the building. Parking in front of the Lower-Level Freight Elevator or Trash Room is allowed only for loading and unloading. Please adhere to posted time limits, and ensure walkways and ramps are not blocked. Trailers may not be left on the property overnight.
4. **Elevator Use:**
  - No tools or materials may be taken in residential elevators, except for small toolboxes or items easily carried by hand. All tools, materials, and deliveries must be transported via the freight elevator.
  - The freight elevator is available Monday through Friday, 8 AM to 5 PM. The unit owner must coordinate usage times with workers.

5. **Carts:** Contractors must use their own carts for transporting materials, tools, and debris. The luggage cart and black/red carts are for resident use only.
6. **Doors:** Outside doors should remain closed when entering or exiting the building. Freight room doors may be temporarily propped open while moving materials but must be closed immediately afterward.

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#### **E. Other Requirements**

1. **No Smoking:** Smoking is strictly prohibited in elevators, storage areas, and other designated non-smoking areas.
2. **Utility Shut-Off:** Workers must request water and electricity shut-offs at least one week in advance. Emergency exceptions may be considered.
3. **Trash and Debris Disposal:** The trash chute and dumpsters are not to be used for construction waste. All debris must be carted off the property by the contractor.
4. **Common Area Cleanliness:** Contractors are responsible for keeping all common areas clean and protected. This includes hallways, elevators, and other shared spaces. Plastic runners are available to protect rugs in hallways. Dust, fumes, debris, and waste must be contained within the unit, and the common areas should be inspected regularly to ensure cleanliness.
5. **Freight Room Storage:** The unit owner must discuss the use of the freight room for storing materials or equipment. Storage and usage fees may apply.
6. **Inspections:** Designated Board members may inspect work sites Monday through Friday from 8 AM to 5 PM.

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#### **F. Acknowledgement of Rules**

Contractors, technicians, and handymen acknowledge that these rules, including the Advisory Warnings, have been explained to them by the unit owner or designated representative. A signed Acknowledgement form must be included with the Project Plan contract.

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*Revised 1/21/2025*

**Continental Condominium Association  
Acknowledgment Form**

**Contractor / Technician / Handyman:**

I, the undersigned, acknowledge that the Contractor / Technician / Handyman Rules for Remodeling, including the Advisory Warnings, have been given and explained to me. I agree to ensure that I and my employees and subcontractors, if any, will comply with these Rules.

**Contractor Signature:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Resident:**

I, the undersigned, have read the Contractor Rules for Remodeling and will ensure that my contractor and workmen will abide by these rules. I also acknowledge that I am responsible for the costs of any damage they cause in common areas.

**Owner Signature:** \_\_\_\_\_

**Unit #:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Designated Representative:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**Property Manager:** \_\_\_\_\_

**Date Received:** \_\_\_\_\_

*Revised 1/21/2025*