

Ship Watch Villas HPR Construction Regulations
(As amended effective October 1, 2016)

The following Regulations, which govern Owners' renovation/remodeling/"home improvement" projects in their Villas, have been adopted by the Board of Directors (the "Board") of Ship Watch Villas Council of Co-Owners, Inc. (the "Council") pursuant to Article IV, Section F (the "Prohibited Work Provisions") of the Master Deed of Ship Watch Villas Horizontal Property Regime (the "Regime") and to Article X, Sections B and C of the Regime's Bylaws. Under no circumstances may any such project commence or continue unless the Owner and the Owner's contractor are in full compliance with these requirements, and the Owner is in good standing with the Council.

1. An Owner planning any addition, improvement, alteration and renovation to his or her Villa must submit a written summary of the work to be conducted to the Regime Manager, including the name of and contact information for the contractor and each subcontractor.
2. Any work requiring a Town of Kiawah Island building permit shall be deemed a "major renovation." In addition, the Board in its sole discretion may determine that other projects, due to their potential or actual disruptive effect on surrounding villas, are "major renovations."
3. If the work requires a building permit, drawings and a detailed scope of work must be provided to the Regime Manager for Board approval.
4. The Owner also must submit a copy of any contractor's Kiawah Island business license and South Carolina's contractor's license to the Regime Manager.
5. Contractors must also provide the Regime Manager with evidence of the following insurance coverage, which shall name the Ship Watch Villas Council of Co-Owners, Inc. as an additional insured:
 - (a) General Liability per occurrence \$1,000,000
 - (b) Annual Aggregate \$2,000,000
 - (c) Products and Completed Operations \$1,000,000
 - (d) Personal and Advertising Injury \$1,000,000
 - (e) Medical Payment per person \$5,000
 - (f) Workers Compensation \$500,000The general contractor also shall submit a copy of each subcontractor's insurance certificates.
6. Any required Town of Kiawah Island building permit must be posted on the front door of the Villa and a copy provided to the Regime Manager.
7. All contractors must park in the service parking lot bordering the east side of the Ship Watch property line.

8. All materials and supplies must be stored in the Villa or off site unless another mutually agreeable location has been determined in advance with the Regime Manager.
9. Hallway carpets and elevator floors and walls should be covered when materials are moved to and from the job site. Any fallen debris must be cleaned up immediately, and the trafficked areas should be vacuumed at day's end.
10. Contractors are responsible for removing debris daily. Under no circumstances will a contractor be allowed to use the Ship Watch dumpster or recycling station. If the contractor deems that a dumpster is required, permission must be obtained through the Regime Manager prior to its delivery and placement. The same applies to Port-a-Lets. Any dumpster must be covered at night. Dumpsters and Port-a-Lets should be removed promptly when no longer needed.
11. If used by the contractor or subcontractors, the stairwells also must be cleaned at the end of each work day. AT NO TIME should material and debris be left in a stairwell, as the stairwell needs to be clear for emergencies; remnant debris could prove hazardous, and the contractor will be held liable should an accident occur.
12. If, due to any violation of the provisions of Paragraphs 8 – 11 above, it becomes necessary for Regime personnel to clean debris, dirt or stains from the Ship Watch common elements, the Owner will be charged for that work at the rate of \$50.00 per hour or any portion of an hour. Furthermore, if any damage to the Ship Watch common elements occurs during the project due to any act or omission by the Owner, Owner's contractor or subcontractors and/or material suppliers, the Owner will reimburse the Regime promptly and in full for the cost to repair such damages. At the discretion of the Board, any such charges imposed or damages incurred shall be either subtracted from the Owner's security deposit or individually assessed to the Owner. Further, if an Owner does not remain in good standing with the Council, the Council may apply some or all of the security deposit to clear the Owner's balance with the Association.
13. By his/her signature below, the Owner acknowledges (a) that construction may not begin before October 1 and must be entirely complete by March 31, (b) that work may only be performed between the hours of 8:00 a.m. and 5:00 p.m. on Mondays through Saturdays and no work may be performed on Sundays, (c) that no work at all may be performed during the week prior to Easter Sunday or the week following Easter Sunday if Easter Sunday falls on a day in March or on one of the first 7 days in April, (d) that a violation of these requirements will result in fines being levied against the Owner in accordance with the Ship Watch Fine Policy, a copy of which is attached to these Regulations and made a part hereof, and (e) that he/she has read the Prohibited Work Provisions and these Regulations, including the Fine Policy, and agrees to comply with both their letter and spirit.

14. For purposes of Paragraph 13 above, the Owner also acknowledges and agrees that (a) the receipt of a Certificate of Occupancy will not be determinative in deciding whether a project is entirely complete and (b) the work undertaken will not be deemed complete until the Owner has so notified the Regime Manager, provided the Regime Manager with access to the Villa, the inspection has taken place, and a Certificate of Completion has been signed by both parties.
15. The purpose of the Certificate of Completion is to mark the date when the Owner and the Regime Manager, on behalf of the Regime, agree that the renovation project is complete. In signing the Certificate of Completion, neither the Regime nor the Regime Manager is certifying or warranting the workmanship of the contractors involved in the project or guaranteeing compliance with any local, state, or federal laws regarding construction.
16. By his/her signature below, the contractor acknowledges receipt of these Regulations, including the Fine Policy, and agrees, on his/her behalf and on behalf of all subcontractors, to comply with them.

Owner Signature: _____ Date: _____

Villa Number: _____

Contractor Signature: _____ Date: _____