

**106 SPRING STREET HORIZONTAL PROPERTY REGIME
RULES & REGULATIONS**

The following Rules and Regulations have been adopted by the initial Board of Directors of 106 Spring Street Condominium Owners' Association, Inc.:

Until such time as the Association shall adopt new Rules and Regulations, the following Rules and Regulations are hereby adopted by Developer and shall remain in full force and effect until amended.

1. GENERAL

1.1 UNIT OWNERS ARE RESPONSIBLE FOR HAVING AT LEAST ONE WORKING MULTI-PURPOSE FIRE EXTINGUISHER (OF TWO (2) TO FIVE (5) POUND CAPACITY) AND ONE (1) SMOKE ALARM PER FLOOR ARE REQUIRED IN EACH UNIT. THESE SHOULD BE INSPECTED AT LEAST EVERY SIX (6) MONTHS AND REPLACED, REPAIRED OR RECHARGED AS NECESSARY.

1.2 No charcoal grills or open flames are permitted within fifteen (15) feet of any building. Additionally no grills of any type may be located or operated on porches, breezeways or balconies.

1.3 Excessive noise or disturbance from any source is not permitted any time, particularly between 11:00 p.m. and 8:00 a.m.

1.4 Balconies and porches are designed for plants and outdoor furniture only. No clutter shall be allowed on any balcony, breezeway, entrance area, deck, porch or railings. Further, no storage of bicycles or any other sporting, recreational, or camping equipment or toys shall be permitted on balconies, breezeway, entrance area, or porches. Hanging laundry of any sort on any exterior surface is prohibited.

1.5 No decals, stickers, labels, flags, or signs of any sort (including political banners and "for sale" or "for rent") are permitted on any window or door, balcony, porch, that may be visible from the exterior of any Unit. Additionally no private signage is allowed in any common area or posted on street signs.

1.6 No commercial business by any Unit Owner or Occupant may be conducted within or on the Property. A Unit Owner or Occupant may have an office in the Unit for incidental home use.

1.7 No exterior remodeling, painting, modification or added construction is permitted within or on the Property without the prior written approval of the Board.

1.8 Each Unit Owner shall, at his/her/its own expense, keep the Limited Common Elements, to which his Unit has exclusive access and use, clean, neat and in good working order.

1.9 No skateboards, bicycles, riding toys or other obstruction are permitted on sidewalks or driveways. When not in use, all such items must be properly stored out of sight.

1.10 The Association manager must be provided with a working duplicate key to each Unit for use in an emergency.

1.11 Each Unit Owner is responsible for maintaining his/her/its own pest control. Each Unit Owner is required to maintain a pest control contract providing for service not less than once every six months.

1.12 Satellite dishes are only allowed to be mounted to the inside of the balcony or porch. Satellite dishes are prohibited from being mounted on the exterior walls or on posts in the yard.

1.13 Disabled and/or nonworking cars are prohibited in the parking areas. Working on or maintaining cars in the parking lot is also prohibited.

1.14 Dumping of motor oil, antifreeze, or other hazardous materials is prohibited.

1.15 Do not store flammable or combustible objects within your unit, on the patio, porch, balcony, garage, breezeway, entryway, or under stair wells at any time.

1.16 No plants may be added to or removed from the landscaped areas without prior written approval from the Board.

1.17 No trash bags or receptacles shall be allowed on any balcony, breezeway, entrance area, deck, porch or railings.

2. PETS

2.1 Unit Owners keeping pets must comply with the Master Deed. Renters may keep pets with the Unit Owner's permission and in compliance with the same requirements.

2.2 ALL PETS must be kept on a leash while outside their Unit. Collars and valid inoculation tags are required.

2.3 Pet owners must remove their pet's defecation immediately.

2.4 The Animal Control Ordinance for the City of Charleston governs.

2.5 No more than two (2) domestic animals may be kept in a Unit. No vicious dogs including the following breeds; Pit-bulls, Rottweiler, German Sheppard, Doberman Pinchers shall be kept by any Unit Owner within a Unit.

- 2.6 No snakes or reptiles of any species shall be kept within any Unit.
- 2.7 No exotic pets including but not limited to rabbits, birds, mice, gerbils, hamsters, rats, or large birds.
- 2.8 No animal over the size of 40 lbs shall be permitted to reside in a Unit.
- 2.9 Do not leave pets unattended on balconies or porches.
- 2.10 No dog pens or dog runs are allowed on balconies, porches, or open areas. Additionally no pets are to be staked outside a Unit, this includes the patio, porch, balcony, or any common area.

3. **PARKING**

- 3.1 Boats or other recreational vehicles **may not** be parked on any part of the General Common Areas or any assigned parking areas.
- 3.2 No vehicle shall park on any sidewalk or landscaped area on or within the Property.
- 3.3 Moving vans, U-Haul trucks and trailers, etc. must be removed from the Property within forty-eight (48) hours of beginning delivery and/or pick-up.
- 3.4 Campers, camping trailers and RVs are prohibited on or within the Property. Dirt bikes, go-cars and similar type vehicles are prohibited on or within the property at all times.
- 3.5 The parking of commercial vehicles, except while commercial services are being rendered to an occupant, is prohibited.
- 3.6 Motorcycles should be parked in designated parking areas only. The parking of Motorcycles on patios, balconies, porches, breezeways, entranceways inside Units, or under stairs is prohibited.
- 3.7 Unit owners who have purchased a parking garage unit must use the garage space for vehicle parking. Garage units are not intended for excess personal storage.

4. **FEES, ASSESSMENTS, SPECIAL ASSESSMENTS/FINES**

- 4.1 Unit Owner's whose annual assessments and/or special assessments/fines which are thirty (30) days past due will be charged 1.5% monthly late fee per Unit for each month of delinquency. When annual assessments and/or special assessments/fines become thirty (30) days delinquent, a lien on the delinquent Unit may be recorded with

the Charleston County RMC Office. All costs for filing and/or collection will be assessed against the delinquent Unit Owner.

4.2 Unit Owners who rent their Unit surrender all their regime privileges to their tenant for the tenant's term of occupancy.

5. LEASING RESTRICTIONS

5.1 Residential Unit Owners may lease their respective units to third parties upon such terms and conditions as they shall negotiate, provided, however, such lease shall be for a minimum term or three (3) months.

5.2 Residential Unit Owners entering into such leases shall give written notice to the Association of such intention, together with the name and address of the party to whom said interest is intended to be conveyed and such other information as the Association may reasonably require, and the terms of the proposed transaction. The notice just described shall be mailed to or delivered by hand to the Secretary of the Association.

5.3 Each Residential Unit Owner leasing his Unit, or a Residential Unit Owner not occupying his Unit, shall provide to the Secretary of the Association such information as is necessary in order that they may be contacted in an event of emergency.

6. PENALTIES:

- 6.1 1st warning - in writing
- 2nd warning - in writing
- 3rd warning - \$100 fine
- 4th and more - add \$50 per occurrence

6.2 Non-payment of imposed fines within 90 days results in the same lien rights from the COA.