



BP1046618

PGS:

14

RECORDING OF RULES AND REGULATIONS PURSUANT TO THE SOUTH CAROLINA HOMEOWNERS ASSOCIATION ACT, S.C. CODE §§ 27-31-110 et. seq.

Tracer Cross-reference: Book V390, Page 659

The undersigned President of 3 Chisolm Street Homeowners Association, Inc. (the "Association") hereby certifies that the attached Rules and Regulations, consisting of twelve (12) pages, are the duly adopted Rules and Regulations of the Association and that the same supersede and replace all previously recorded rules and regulations of the Association.

3 Chisolm Street Homeowners Association, Inc.

By (sign name): Pamela E. Simons
Print name: Pamela E. Simons
Title: President

Date: 10/25/2021

Rules and Regulations

The 3 Chisolm Street Homeowners Association Inc.

3 Chisolm Street Homeowners Association, Inc., acting through its Board of Directors, has adopted the following Rules and Regulations, on the 2nd day of July, 2021.

While the Board of Directors recognizes the desire of owners to make their Units conform to their personal requirements, the Association must balance that desire with the rights of all owners. These Rules and Regulations are designed to protect the safety and comfort of residents and to protect the architectural and structural integrity of the buildings, which are listed on the National Register of Historic Places and are subject to protective covenants held by the Historic Charleston Foundation.

These Rules and Regulations supersede and replace all prior Rules and Regulations and their amendments and exhibits. From time to time it may be necessary for the Association to change, delete or add to the Rules and Regulations. Any such changes will be made in written form, approved by the Board, posted to the Association's website, and distributed to each resident. It is important for every resident of 3 Chisolm Street to be familiar with the Master Deed, By-Laws and these Rules and Regulations. If you have any questions, please contact the Association's manager. All rule violations are subject to fines as spelled out herein. All fines, assessments, and monthly fees are due and payable within 30 days.

The units of 3 Chisolm Street are intended to be single family residences for the use of the family, its guests, and its employees. They may not be used in any timesharing arrangement, leased for a period of less than one year, utilized for any commercial business activity, or inhabited by more than two unrelated adults, excluding paid domestic and healthcare personnel. [Master Deed, p. 4, 4 i-iv]

Common Areas

The general common areas are for the exclusive use of the Association residents and tenants and their invited guests subject to further regulation by the Association. The use of any General Common Areas is at the risk of those involved and is not in any event at the risk of the Association or its manager.

The walkways, entrances, corridors, and stairways may not be obstructed or used by owners, tenants, or their guests for any purpose other than entrance to and exit from the units.

No bicycles, scooters, baby carriages, toys or other personal articles may be left or allowed to remain in any of the common areas except those areas designated for such use by the Association.

The elevator in the main building is for the exclusive use of owners and their guests. Use by contractors and movers requires the prior written permission of the Association or its manager.

Smoking tobacco in any form and the use of 'vaping' devices are prohibited in all indoor and outdoor general common areas. Smoking is permitted in individual units, but if for any reason the smoking becomes deleterious to the health of other residents or interferes with their comfortable enjoyment of their unit, the smoker will be required to cease and desist. If that problem is the result of any fault that can be remediated, including but not limited to insulation and ventilation, it shall be the sole financial responsibility of the smoker to mitigate the problem. If it cannot be solved, smoking in that unit will be prohibited.

The cost of any and all damage to the buildings, the equipment, or the general common areas caused by any owner or by his or her tenants or guests is the sole responsibility of the owner.

Outside the Units

No portion of the exterior of any unit may be painted, decorated, or modified in any manner without the prior written consent of the Association, which consent may be withheld on purely aesthetic grounds and at the sole discretion of the Association. This provision applies but is not limited to all doors, sliding doors, and doorframes; all windows, window-frames, and windowpanes; and all balconies.

No article may be hung from or attached to exterior doors, balconies, or windows or placed upon the outside windowsills or balconies of any unit without the approval of the Association and, where mandated, of the Historic Charleston Foundation.

No awnings, window guards, screens, hurricane or storm shutters, ventilators, fans, air conditioning units, or other devices may be attached to or hung from the windows, doors, or balconies of any unit without the written approval of the Association, which approval may be withheld on purely aesthetic grounds and at the sole discretion of the Association.

No radio or television dish, antenna or aerial may be attached to or hung from the exterior of any unit, including the balcony, wall, and roof, without the express written consent of the Association.

No sign, notice, or advertisement of any kind--including "Unit for Sale" signs-- may be attached to or posted on any door, window, balcony, or wall of any of the Association buildings or any unit without the express written approval of the Association. No illuminated or fluorescent exterior sign are permitted anywhere on the property under any circumstances.

Residents may not place their names on the entry of their unit or on their mail receptacle except in the location designated and in the manner prescribed by the Association.

If an owner elects to install curtains, blinds, drapes, or other interior window treatments to his or her outward facing windows, they must be white-backed so that only white is visible from the exterior. By the same token any window tinting film must be of neutral density, i.e., in shades of gray with no color.

Residents' personal items in the hall area are restricted to door knockers, seasonally appropriate wreaths, and floor mats.

Any owner who wishes to place any decorative pieces or other items in the halls or stairways must request approval by the Board. That approval will not be unreasonably withheld but may be rescinded if other residents object to those pieces or items.

All owners and tenants must keep their units in a good state of repair and cleanliness and must not sweep or throw or allow to be swept or thrown from their doors, balconies or windows any dirt or other substance.

Right of Quiet Enjoyment

No owner or tenant shall cause or allow the origination of any noxious or offensive odors, sounds, noises, loud music, conversations, or other sensory disturbances which interfere with or offend the well-being of other residents.

The hours of 10:00 p.m. through 8:00 a.m. are designated as quiet hours in all buildings when a tranquil atmosphere should be maintained to promote the quiet enjoyment of the premises for all.

All owners are responsible for the actions of their tenants, and all owners and tenants are responsible for the actions of their children, pets, agents, and guests to ensure that these Rules and Regulations are followed. All owners and tenants are responsible for any damage caused by any of the above to the common areas and must reimburse the Association in a timely manner as provided elsewhere in these pages.

Hurricane Preparation

In the event of a tropical storm or hurricane evacuation, all owners and tenants must follow the procedures detailed below. Any owners or tenants who plan to be absent from their units during any portion of the hurricane season must prepare the units prior to departure by following those same procedures and by also providing the property manager with their emergency contact information.

Remove or secure all furniture, potted plants and other movable objects from any terrace, roof, or balcony and secure exterior windows and doors. This is the sole responsibility of all owners and tenants, who will be held responsible for any damage caused by unsecured items. If an owner or tenant has any question or doubt about how to prepare, the owner must contact the property manager for advice and assistance. The Association has the right to inspect any and all units to assure compliance with this rule.

In the event of a prolonged absence from their unit or a hurricane evacuation, all owners and tenants must designate a responsible firm or individual satisfactory to the Association to secure and care for their units should the units suffer hurricane damage and must provide the firm's or individual's contact information to the property manager.

Please also review the Emergency Procedures for Hurricanes and Tropical Storms which outline the procedures undertaken by the property manager and provide instructions on gaining entrance to the buildings in the event of a power failure on page 9, above.

Notification of Absence from Unit

All owners and tenants who will be away from their unit for an extended period at any time of year must notify the property manager of their absence and provide emergency contact information including telephone numbers and email addresses, if different from those on file, and must notify the manager immediately if those contact details change.

Trash and Recycling

Trash

All trash must be disposed of either in the trash chutes or the outside trash dumpsters. It must be disposed of in plastic bags that are tightly tied or sealed to prevent noxious odors or leakage in the hallways, trash rooms, and chutes and to avoid attracting various vermin to the dumpsters.

If a bag or other item is too large to fit into one of the indoor trash chutes, do NOT force it into the chute. Dispose of it in one of the outside trash dumpsters.

The trash rooms are not intended for storage. All items left in the trash rooms are left there at the owner's risk and may be discarded by the janitorial staff. See page 7 for a complete description of the trash and recycling facilities.

The Association Staff

The primary duties of the Association's management and janitorial staff are to oversee and maintain the plant and equipment that provide water, heat, air conditioning, and other amenities to the residents of 3 Chisolm and to maintain and clean all of 3 Chisolm's general common areas, both indoor and out. The staff is also available on a limited basis to assist residents who need help with routine minor maintenance or problems within their units. The

staff will advise residents if those requests are beyond the scope of their duties or, if the requested work is outside of the staff's range of expertise, that the resident should contact an independent professional service provider. The staff's help is provided as a courtesy, and residents are asked to be mindful of the staff's primary duties when asking for assistance.

Right of Entry

The agents of the Association and any contractor or workman authorized by the Association may enter any unit at any reasonable hour of the day for any purpose permitted under the terms of the Master Deed, By-Laws of the Association, or Management Agreement. Except in case of emergency, entry will be made by pre-arrangement with the owner.

The Association's manager reserves the right to retain a passkey to each unit. If owners alter any lock or install a new lock on any door leading into their unit, they must provide the Association's manager with a new key within 24 hours of such alteration or installation.

Work and Construction Rules

Any demolition, construction, or remodeling work costing more than \$500 must be performed by a fully licensed and insured contractor or contractors. At least 10 calendar days prior to the commencement of work, the owner must complete the Request to Perform Construction Form providing the following information:

- a. The name, address, and telephone number of all contractors performing the work.
- b. The South Carolina license information for each of those contractors.
- c. A description of the work to be performed, including all plans and drawings.
- d. A certificate of general liability insurance of not less than \$1 million and a certificate of Workers Compensation Insurance currently in effect for each of those contractors.
- e. Copies of all requisite construction permits.
- f. A work schedule showing the date of commencement of the work and the estimated completion date.

The Board and the property manager must be informed of all modifications to any unit, and the board may in some cases be required to approve those modifications.

Board approval is not required for cosmetic interior decoration such as painting, wallpapering, and carpet installation, but the property manager must be informed as to the timing of that work and must be provided with the information listed above.

Board approval is required without exception for any work that entails:

- *The penetration or alteration of perimeter or load bearing walls, floors, and ceiling or structural supports.
- *The addition or removal of any walls.
- *Any modification of plumbing.
- *The modification or installation of plumbing or ventilation chases.
- *The redirection or modification of gas lines or sprinkler systems.
- *The relocation or modification of fire or smoke alarms.

In all instances where board approval is required—and especially in all cases in which there will or may be penetration of the general common elements belonging to the Association—the owner, architect, or contractor must submit all detailed plans and drawings to the Board. At least two sets must be in printed form.

The Board reserves the right to submit those plans to the Association’s structural engineer to ensure that the planned modifications will in no way compromise the structural integrity of Association’s buildings or that of any adjoining units.

In the event that any remodeling or renovation work inadvertently penetrates any perimeter wall, floor, ceiling, or structural support, the contractor is required to cease work immediately and to inform the Board and the property manager. Work will be suspended pending the inspection of the damage by the Association’s structural engineer.

The costs of engaging the structural engineer and of repairing any and all damage to the Association’s general common elements or to any adjacent units are the sole responsibility of the owner who initiated the renovation work.

No construction or other improvement work is permitted on weekends, on federally recognized national holidays, or outside the normal business hours of **8:00 a.m. to 5:00 p.m.** Monday through Friday. In addition, no such work is permitted during the Holiday period from December 23 until the first workday after New Year’s Day.

Contractors must take all appropriate safeguards to protect the general common area, including walls, appliances, and floors, whether carpeted, wood, or tile, from damage and

soiling. All flooring leading to and from a unit under construction must be shielded with an appropriate protective covering. When any work is undertaken which produces excessive dust or dirt, including but not limited to sanding, plastering, or wall board installation, any common areas affected must be vacuumed and, where necessary, mopped daily to prevent the build-up of dust and grime.

No construction material may be stored in any of the general common areas without the express consent of the property manager.

All construction debris must be removed from the site by the contractor at the end of each workday, and the use of the Association's internal trash chutes and outside dumpsters for this purpose is prohibited.

Access to the roof of any of the three buildings of 3 Chisolm Street by any and all contractors or their employees requires the approval of the property manager. Except in an emergency situation, residents must give the manager a minimum of 24 hours' notice of the need to gain access to any roof. (See Roof Access Procedure on the 3 Chisolm website.)

Included below for reference are two paragraphs from the By-Laws of The 3 Chisolm Street HOA, Inc. that describe and define the common elements for which the Board is responsible.

All common elements, including portions of a unit, except interior surfaces, contributing to the support of the Building, which portions shall include but not be limited to load-bearing columns and load-bearing walls, all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a unit maintained by the Association; and all such facilities contained within a unit that service part or parts of the Regime, including other units, other than the unit in which they are contained. Interior surfaces of a unit shall be maintained by the Co-owner.

Each Unit is described as being bounded by the unfinished surfaces of its floors, ceilings and perimeter walls and includes the glass windows of each Unit. Specifically included within each Unit are the finished surfaces of the Unit, paint, wall paper, tiles, paneling, carpeting and interior non-load bearing walls contained within the boundaries of each Unit as shown on the Floor Plans, together with all interior doors, the main entrance door or doors, window panes, window frames, sliding glass door frames and sliding glass plates, light fixtures, installed bathroom and kitchen appliances, HVAC system, and interior piping in connection therewith and installed heating devices and attachments measured from the interior of the Unit. Specifically excluded from each Unit are load-bearing columns, if any, located within the area bounded by the perimeter walls of a Unit, and pipes, wires and conduits below the surface of the unfinished surface of each Unit. The owner of each Unit shall be responsible for maintenance, upkeep and repair of the Unit and the payment of his share of the expenses of the Common Elements subject to rules, regulations, covenants, and conditions set forth or incorporated herein by reference. Notwithstanding ownership of the Unit, no Unit owner may do anything or take any action which does or might change the exterior appearance of the Property without the consent of the Association. Floors and ceilings, and walls separating Units on the same horizontal level, except

for the finished portions thereof, are common elements; nevertheless, the Co-owner of more than one (1) Unit which are adjacent either vertically or horizontally shall, with the approval of the Administrator, have the right and easement to cut apertures in such floors and ceiling, and in non-load bearing portions of such walls, and shall have the right and easement in said aperture for ingress, egress and access to and from each Unit and shall have the right and easement to construct stairs or other connecting devices in said aperture between Units; Provided, that in exercising such right any such Co-owner shall not interfere with any water, sewer, electrical or other lines or common elements in a manner detrimental to the use and enjoyment of other Units or to the detriment of the structural integrity of the building.

Parking

All residents must keep their parking spaces neat and free of debris.

Any vehicle belonging to owners, members of their families, guests, tenants, or employees must be parked within their assigned parking space and must not impede or prevent ready access by other residents to their own assigned spaces.

All residents and guests using the 3 Chisolm parking areas are advised to drive with caution and to be especially aware of pedestrians both in the parking areas and on the adjacent sidewalks.

No inoperable vehicle may be left on the premises for more than 72 hours.

Any vehicle in violation of these rules or otherwise causing disruption or nuisance will be towed from the property at the vehicle owner's expense three days after the vehicle owner has been notified of the violation.

Flammables and Explosives

No flammable liquids including but not limited to gasoline, kerosene, naphtha, and benzene, or any other explosives or substances deemed extra hazardous to life, limb, or property may be used or stored in individual units or on the Association's property.

Pets

The only pets permitted by the Association are dogs, domestic cats, birds, fish, and non-poisonous reptiles housed in an aquarium--none of which may be used for commercial, breeding, or income producing purposes.

With the exception of fish, no more than two pets of any kind may be kept in any single unit or allowed in the general common areas.

Before moving in, all new owners must file a Pet Application and photo of the pet with the board, and an updated application must be filed each year between January 1 and January 15. Each application must be signed by all owners of the unit. Note that tenants and their guest are not allowed to have pets.

All dogs and cats in the common areas must be leashed at all times. No pet may be left unattended, whether tethered or not, in any portion of the common areas.

All pet waste, anywhere on the Association's property, must be picked up immediately and disposed of properly. Receptacles and bags for this purpose are provided by the rear stairs of the gym building and at the south end of the Tradd Street parking lot of the main building.

All pet owners must comply with all city and county pet ordinances and regulations including but not limited to inoculation, control, and waste disposal.

Pet Violations

The Board seeks to distinguish two types of pet violations: those that involve general nuisance, such as excessive noise, offensive odors, and damage to or soiling of the general common areas and those that may pose an actual threat to other residents and their families, employees, or guests.

The latter, designated 'Class A' violations, occur when a pet either causes actual injury to another person or pet or exhibits aggressive behavior that places any person or pet in fear of danger. Given their nature, these violations will be dealt with immediately upon receipt by the Board or property manager of a verbal or written complaint.

The former, involving noise, fouling, damage, general nuisance etc., are designated 'Class B' violations and will be dealt with by the Board in due course after the receipt of a verbal or written complaint.

The remedy for a Class A violation is either a fine payable by the owner or the removal of the pet from the property or both. Given their nature, these violations will be dealt with immediately upon receipt of a verbal or written complaint. All remedies are at the sole and absolute discretion of the Board.

The remedy for the first Class B violation is a fine payable by the owner. The remedy for any subsequent violation is an additional fine or the removal of the pet from the property or both. All remedies are at the sole and absolute discretion of the Board of Directors.

The minimum fine for a 'Class A' violation is \$250 and the maximum is \$2,000.

The minimum fine for a 'Class B' violation is \$100 and the maximum is \$500.

In either case, the pet owner is responsible for any and all damage to the common areas or any other Association assets and must pay for all damage within thirty days of receiving an invoice for the damages from the Association.

Any pet that has been removed pursuant to these Pet rules will not be allowed to return to the property.

Tenants

Any owner who wishes to lease his or her unit must submit to the Board of Directors and to the property manager a completed "Application for Rental Agreement," which is

available on the website 3 Chisolm.org. The application must be submitted within six weeks of the effective date of the proposed lease and approved within one month of that date. The complete rules regarding leasing and tenancy are contained in a separate document available on the 3 Chisolm website and from the Board or the property manager.

The leasing of units is governed by those rules and by the Master Deed, which states on page 9, 13(i): Any Co-owner who wishes to...lease an interest in a Unit (or any lessee of any Unit wishing to assign or sublease such Unit) to any person not related by blood or marriage to the Co-owner shall give to the Association's manager written notice of the terms of any such contemplated transfer, together with the name and address of the proposed purchaser, assignee, lessee or sub lessee. The Association shall at all times have the first right and option to...lease such Unit upon the same terms, which option shall be exercisable for a period of ten (10) days following the date of receipt of such notice. If said option is not exercised by the Association within said option period, the Co-owner (or lessee) may, at the expiration of said period and at any time within ninety (90) days after the expiration of said period, or for such longer period of time as the Association may agree to in writing... lease (or sublease or assign) such Unit ownership upon the terms specified in such notice.

Complaints, Enforcement of the Rules, and Fines

It is the responsibility of the Board of Directors to enforce the Rules and Regulations described above as well as all of the other regulations enumerated in the Master Deed, the By-Laws, and the Charter of the 3 Chisolm Street Homeowners Association, and the South Carolina Horizontal Property Act.

Should any resident allege a violation and seek the enforcement of any of these rules and regulations, he or she should contact the president or any Board member and may be asked to complete the Complaint Rules Violation form found on the 3 Chisolm website, which should be signed, dated, and delivered to the president of the Board.

Upon receipt of the written complaint, the Board will deliver a copy to the alleged violator either via email or the USPS, or both. The alleged violator will have five days to respond to the complaint, and the response must be dated, signed, and delivered to the president of the Board. If the response period expires without the violation being corrected and whether or not there is a response, the board will give written notice to both parties of a hearing which will take place within ten days at a time and date that is mutually agreed upon by the parties and the board.

The Board will hear the complaint and render a decision which will be final. Should the Board require legal representation in the enforcement of these Rules and Regulations, the party judged to be in the wrong—be it the complainant or the alleged violator—will be responsible for any and all legal costs including but not limited to attorney's fees incurred to defend the Association, its Board, and its members.

Fines may be issued by the Board (except for Pet Rules violations) in the following manner:

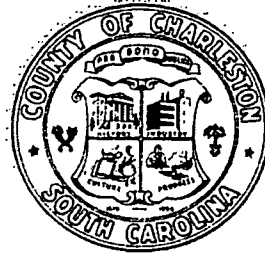
For the first offence there will be a minimum fine of \$100 and a maximum of \$250.

For the second offence the minimum fine will be \$500 and the maximum \$750.

For the third offence the minimum fine will be \$1,000 and the maximum \$2,000.

An offense is defined as a written finding by the Board of a violations of these rules. All fines are due and payable within 30 days of their issuance.

RECORDER'S PAGE



NOTE: This page **MUST** remain with the original document

Filed By:

BARR UNGER & MCINTOSH, L.L.C.
 P.O. BOX 1037
 CHARLESTON SC 29402 (BOX)

RECORDED		
Date:	October 26, 2021	
Time:	3:03:29 PM	
<u>Book</u>	<u>Page</u>	<u>DocType</u>
1046	618	Misc
Michael Miller, Register Charleston County, SC		

MAKER:

3 CHISOLM STREET HOA

of Pages: 14
 # of Sats: # of References:

RECIPIENT:

NA

Note:

Recording Fee \$ 25.00
 Extra Reference Cost \$ -
 Extra Pages \$ -
 Postage \$ -

Original Book:

V390

Original Page:

659

TOTAL \$ 25.00

DRAWER Drawer 8
CLERK ANF



1046
Book



618
Page



10/26/2021
Recorded Date



14
Pgs



V390
Original Book



659
Original Page



D
Doc Type



15:03:29
Recorded Time