

Rules and Regulations

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. 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 management company. All rule violations are subject to fines as spelled out herein.

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.

General Rules and Regulations

No part of the condominium shall be used for any purpose except as a residence for a single family, its employees and guests. [See Master Deed]

Fees: All charges and assessments imposed by the Association are due and payable on the first day of each month, unless otherwise specified.

Common Areas

1. The walkways, entrances, halls, corridors and stairways shall not be obstructed or used by Unit owners for any purpose other than ingress to and egress from the Units.
2. The elevator in the main building is for the use of owners and their guests only. Use by contractors or movers requires prior written permission from the association.
3. No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to be or remain in any of the common areas except those areas designated for such use by the Association.
4. Any damage to the Buildings, other common areas or equipment caused by any resident or his guests shall be repaired at the expense of such owner.
5. The General Common Areas are solely for the use of the Association residents and their invited guests subject to further regulation by the Association. The use of any General Common Areas shall be at the risk of those involved and not in any event the risk of the Association or its Manager.
6. Smoking of tobacco or any other similar products is banned from all indoor and outdoor general common areas.

Outside the Unit

7. The view of a Unit from the exterior and all exterior areas associated with, appurtenant to, or connected with a Unit shall not be painted, decorated, or modified by any owner in any manner without prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. This provision shall apply without limitation to doors, windows, sliding doors, doorframes, glass, window panes, window frames and balconies.
8. No article shall be hung from or attached to the doors, balconies or windows or placed upon the outside window sills or balconies of the Units without approval of the Association.
9. Each owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, balconies or windows thereof, any dirt or other substance.
10. No awnings, window guards, screens, light reflective materials, hurricane or storm shutters, ventilators, fans or conditioning devices or other devices from outside the building shall be used in or about the Unit except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association.
11. If a Unit owner elects to install interior coverings on his exterior windows, he shall put either white backed curtains or white backed blinds in such exterior windows.
12. No sign, including but not limited to "Unit for Sale" signs, notice or advertisement shall be inscribed or exposed on or at any window or other part of the Units, except such as shall have been approved in writing by the Association, nor shall anything be projected out of any window in the Units or from any balcony without similar approval. No illuminated or fluorescent exterior sign will be permitted.
13. No radio or television dish or antenna shall be attached to, or hung from, the exterior of the Units or the roof or the balcony by a Unit owner, nor shall any such aerial, dish or antenna be installed by a Unit owner in any manner visible from the exterior of the building except as approved by the Association.
14. The owners shall not be allowed to put their names on any entry of the Units or mail receptacles appurtenant thereto, except in the proper places and in the manner prescribed by the Association for such purpose.
15. The only items to be allowed in the Common Area hallways shall be door mats provided by the Association. Any Owner who wishes to place something different in the Common Area must request written approval from the Board. The Board grandfathered in certain existing variances subject to the condition that the Board has the right in the future to direct these items to be removed or changed.

Right of Quiet Enjoyment

16. No owner shall make or permit any odors or noises, including but not limited to amplified music, slamming of doors or loud conversation in the common hallways after 11:00 p.m. or before 8:00 a.m. that will or may disturb or annoy the occupants of any of the Units or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners.
17. The owner shall not cause or permit the blowing of any horn from any vehicle of which his guests or family shall be occupants, approaching or upon any other driveways or parking areas serving the Regime property, except when triggered by car alarm system.
18. Each owner shall be responsible for the action of their employees, their children, their pets, their tenants, their agents and their guests, to include violation of these Rules and Regulations and/or damages to common areas.

Hurricane Preparation

19. Each Unit owner who plans to be absent from his Unit during the hurricane season must prepare the Unit prior to departure by following **the procedures in rules 20 and 21** for all residents should a hurricane or tropical storm evacuation be called.
20. In case of a **mandatory** hurricane evacuation, remove or secure all furniture, potted plants and other movable objects from any terrace, roof and balcony. Secure exterior windows and doors.
21. In case of a hurricane evacuation, designate a responsible firm or individual satisfactory to the Association to care for his Unit should the Unit suffer hurricane damage. Contact the Association with the information.

Notification of Absence from Unit

22. Each owner is required to provide the Association's management company with a contact telephone number and current mailing address in writing, if not living at their 3 Chisolm Unit, and must notify the Association's management company in writing within 14 calendar days if either changes.

Environmental Issues

23. All garbage and refuse from the Units shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Association will direct.
24. All garbage bags must be tied and/or closed to prevent damage or noxious odors in the hallways and trash chutes.
25. Place all garbage bags in the chute in the garbage room or garbage bins.

26. Do not force items into the chute.
27. If an item is too large to fit down chute, place in one of the dumpsters located in the Tradd Street parking area or next to the entrance to the parking garage by the gym building.
28. All cardboard boxes must be broken down and may be left in garbage room for janitorial staff to remove or take to outside dumpsters.
29. The garbage room is not intended for storage. All items left in the garbage room are left there at the owner's risk and may be used by any owner or discarded by the Association.
30. Recycling may not be left in garbage rooms. All recycling must be conducted on an individual basis.
31. Close trash room doors and turn off lights after leaving the garbage room.

Water Closets and Apparatus

32. Water closets and other water apparatus in the buildings shall not be used for any purposes other than those for which they were constructed. Any damage resulting from misuse of any water closet or other apparatus shall be paid for by the Owner causing such misuse or damage.

Association Employees, Contractors and Agents

33. No owner shall request or cause any employee or contractor of the Association to do any private business of the owner, except as shall have been approved in writing by the Association.

Right of Entry

34. 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.
35. The Association's management company shall have the right to retain a passkey to each Unit. If a Co-owner shall alter any lock or install a new lock on any door leading into the Unit of such Co-owner, such Co-owner shall provide the Association's management company with a key within 24 hours of such alteration or installation. Each owner will receive an emergency key to provide access to the building in case of a weather emergency or power failure which renders the electronic door entry systems inoperable. These keys should not be given to individuals other than family members and should only be used in case of emergency.

Work and Construction Rules

36. No construction or other work of improvement shall be permitted on weekends or outside the normal business hours of 8 am to 6 pm Monday through Friday without prior written approval of the Board of Directors or the Association's management company. A work schedule, with estimated dates of beginning and ending construction, should be given by the Owner to the Association's management company.
37. Work is not permitted on federally recognized national holidays.
38. ~~Violations of Work and Construction Rules will be considered a violation of these rules.~~
39. All construction or remodeling work having a value in excess of \$500 to be performed in a Unit shall be performed by a licensed contractor or contractors. At least 10 calendar days prior to the work being performed, the Owner shall provide written notice to the Association's management company of the following:
 - a. The name, address and telephone number of all contractors performing the work;
 - b. The South Carolina license information for all contractors performing the work,
 - c. A description of the work to be performed,
 - d. A certificate of general liability insurance not less than \$1 million and a certificate of Workers Compensation Insurance currently in effect for each contractor performing work.
 - e. Construction debris shall be removed from the site by the contractor daily.
 - f. Use of the Association's internal trash chutes and outside dumpsters is not permitted.

See my notes in items for discussion

Parking

40. Owners of Units shall keep and maintain any parking space or other area, which may be assigned to each owner, in a neat and sanitary condition at all times.
41. No vehicle belonging to an owner or to a member of the family or guest, tenant or employee of an owner shall be parked in such manner as to impede or prevent ready access to another owner's parking space.
42. The owners, their employees, agents, visitors, licensees and the owner's family will obey the parking regulations posted at the parking areas and drives and other traffic regulations that maybe imposed in the future for the safety, comfort and convenience of the owners.
43. No un-operable vehicle shall remain within the Regime property for more than seventy-two (72) hours, and no repair of vehicles shall be made within the Regime property.
44. Vehicles in violation of these parking rules will be additionally subjected to towing at owner's expense.

Moving

45. All damage to the Units and/or common areas caused by the moving or carrying of any article therein shall be paid by the owner responsible for such damage.
46. The Association's management company must be notified in writing no less than five calendar days prior to any move by an owner or tenant. The date and time of the move must be approved prior to the actual move.
47. A \$500.00 deposit payable to 3 Chisolm Street HOA is required from the owner/tenant prior to moving in or out, to cover any damage to common areas during the move. After inspection by the Association's management company, this fee will be refunded within two weeks, less any costs due to damage.

See my notes in items for discussion

Flammables and Explosives

48. No owner shall use or permit to be brought into the Units any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed extra hazardous to life, limb or property.

Pets

49. No pets, animals, fowls, reptiles, insects, livestock or other creatures can be kept, housed or allowed on the Property for commercial, breeding or income producing purposes.
50. Only domesticated and companion (1) dogs, (2) cats, (3) birds or (4) nonpoisonous creatures which dwell in an aquarium, shall be allowed in the Property constituting the Association.
51. No more than two of the (1) dogs, (2) cats, or (3) birds can be kept by one Owner in any Unit or allowed to be on the Common areas.
52. So that the Board will be aware of all the pets which are kept on the Property, the Owner of every Unit shall file a Pet Application with the Board between January 1 and January 15 each year. All owners must sign the Pet Application. The Pet Application form is attached as Appendix 1.
53. All pets must be leashed at all times within the Common Areas on leashes no more than 8 feet long and they must be accompanied by a person of such physical stature that they can maintain control over the pet.
54. At all times, the pet owner will ensure compliance with all laws, ordinances and regulations by all state, county and city governmental agencies which related to pets and animal control.

55. Class A violations of these rules shall be when the (1) dogs, (2) cats, (3) birds or (4) nonpoisonous creatures which dwell in an aquarium, either places any person or another pet in fear of danger by exhibiting aggressive behavior, or, causes personal injury to any person or another pet. The remedy for such Class A violation shall be either a fine to the Owner or removal of the pet from the Property or both a fine and removal. All remedies to be in the sole and absolute discretion of the Association through its Rules Enforcement Committee.
56. Class B violations of these Pets rules shall be when the (1) dogs, (2) cats, (3) birds or (4) nonpoisonous creatures which dwell in an aquarium, cause excessive noise or odors, cause damage to regime property, leave body fluids in the Common Area, become a nuisance or obnoxious to another Owner, or is in the Common Area without a leash. A Class B violation also includes Rules 48, 49 and 50. The remedy for the first Class B violation shall be a fine to the owner. For any second and subsequent Class B violation the Board shall be able to impose a fine or remove the pet or impose both a fine and removal. All remedies to be in the sole and absolute discretion of the Association through its Rules Enforcement Committee.
57. Any pet that has been removed pursuant to these Pet rules shall not be allowed to return to the Property.
58. As defined herein, the minimum fine that can be imposed by the Board shall be \$500 per incident and the maximum fine shall be \$2,000 per incident. In addition, if there are damages to the Association assets, the Owner shall pay for the damages within thirty days of an invoice being presented to the Owner by the Board.

Tenants

59. Every Unit owner who wishes to lease their Unit is required to provide the Association with an "Application for Rental Agreement" (Appendix 3) and be in compliance with same at least one month prior to the effective date of the proposed lease. This is in addition to the moving in and out deposits of \$500 each.
59. Per our Master Deed 13(i) SALE OR LEASE: Any Co-owner who wishes to sell or lease an interest in a Unit (or any lessee of any Unit wishing to assign or sublease such Unit) to a n y person not related by blood or marriage to the Co-owner shall give to the Association's management company 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 purchase or 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, sell or lease (or sublease or assign) such Unit ownership upon the terms specified in such notice.

~~61. Owners who rent their Unit shall be subject to a surcharge monthly fee of 10% of their monthly rent payable to the Association.~~

62. Tenants will not be permitted to have pets.

Complaints

63. Complaints regarding the management of the Units and grounds or regarding actions or other owners shall be made in writing to the Association's Board.

Enforcement of Rules **See my notes in items for discussion**

64. The Association may enforce these Rules and Regulations, and such further regulations provided for hereunder, as provided in the Master Deed, the South Carolina Horizontal Property Act, the Charter of 3 Chisolm Street Homeowners Association, Inc. or the By-laws of the Association, or by appropriate legal action.

65. The Board shall appoint three Owners to be members of the Rule Enforcement Committee. Members are appointed for three year terms. No Owner can serve more than six consecutive years.

66. The Board shall appoint a Chair and Secretary of the Rules Enforcement Committee in January of each year and those persons shall perform the normal duties of those offices. Written minutes will be kept by the Committee and copies provided to the Board on all activities of the Committee.

67. The purpose of this Committee shall be to conduct hearings, as determined necessary, and to issue decisions of the Rule violations pursuant to the procedure set forth in this Enforcement of Rules and to issue decisions regarding any alleged rules violations..

68. Should any owner seek the enforcement of any Rule, the owner shall complete a Complaint form. (Form is attached as Appendix 2.) The Complainant will sign and date the form. The complaint shall be delivered to a member of the Enforcement Committee.

69. Upon receipt of the Complaint the Committee shall serve a copy of the same to the alleged violator within ten days who shall have ten days thereafter to respond in writing and to correct the alleged violation. The correction period shall not apply to violations of the Pet Rules. The response shall be dated and signed and delivered to a member of the Committee with a copy being delivered to the Complainant by the Committee.

70. Upon expiration of the response period without a correction of the violation (even if there is no response), the Chairperson of the Committee shall give written notice to both the parties of a date time and place of a hearing to take place within thirty days or other mutually agreeable date and time.

71. At the hearing before the Committee both parties shall have the right to attend and present such witnesses and other evidence as they deem appropriate. Both parties shall have an opening statement followed by a period of testimony and evidence. The Committee shall control the time periods and procedure.
72. Upon completion of both presentations the Committee shall render a written decision with an applicable remedy within a reasonable time.
73. In the event either party shall desire to appeal the decision of the Committee, they shall submit a written and signed Notice of Appeal to the Secretary of the Board within ten days of the decision of the Committee with a statement of the error they claim to have been made by the Committee.
74. The President of the Board shall give both parties written notice of the date, time and place of a hearing before the Board not more than twenty days from receipt of the Notice of Appeal.
75. The Board shall conduct a de novo hearing in the same manner as the Committee and shall render a written decision and applicable remedy within a reasonable time period. The Board can affirm, reject or modify any decision of the Committee.
76. Any decision of the Board shall be final. Should legal representation for enforcement because of a breach of these Rules and Regulations become necessary, the offending party shall be responsible for the Association's attorney's fees and costs to defend the Committee, its members and the Board.
77. Fines can be issued by the Committee (except for Pet Rules violations) in the following manner:
 - i. First Offense – Minimum \$100, Maximum \$1,000
 - ii. Second Offense – Minimum \$500, Maximum \$1,500
 - iii. Third Offense – Minimum \$1,000, Maximum \$5,000

An offense is defined as a written finding by the Committee or the Board of a violation of these rules.

These Rules and Regulation may be modified, added to, or repealed at any time by the Association.

By order of the Board of Directors
3 CHISOLM STREET HOMEOWNERS
ASSOCIATION, INC.

By: _____
Martin Morad, President

Date: _____

Appendix 1

Pet Application for 3 Chisolm Street

Address at 3 Chisolm Street: _____

Name of Owner: _____

Number and Type of Pets:

Pet's Name	Type of Pet	Any Comments about your pet you want to share

I (We) have received and read in full the Rules and Regulations of the 3 Chisolm Street Homeowners Association, Inc. By signing this document, I (we) am (are) acknowledging the receipt and full understanding of the Rules and Regulations and the consequences of failure to comply with said Rules and Regulations.

Owner(s) Names and Date

Tenant(s) Names and Date

Please return this signed acknowledgment letter to Sentry Management by USPS mail to:
4925 Lacross Road Suite 112, North Charleston, SC 29406 or by email to Charleston@sentrymgt.com

Questions? Call Sentry Management at (843)795-0190.

Complaint for Rules Enforcement

Alleged Violator: _____

Unit of the Alleged Violator: _____

Date of Violation: _____

Rule Violated: _____

Nature of Violation:

I have received and read in full the Rules and Regulations of the 3 Chisolm Street Homeowners Association, Inc. By signing this document, I (we) am(are) acknowledging the receipt and full understanding of the Rules and Regulations and the consequences of failure to follow these Rules and Regulations.

Date of Complaint

Complainant

Complainant's Unit at 3 Chisolm Street

Please return this signed acknowledgment letter to Sentry Management by USPS mail to:
4925 Lacross Road Suite 112, North Charleston, SC 29406 or by email to Charleston@sentrymgt.com

Questions? Call Sentry Management at (843)795-0190.

APPLICATION FOR RENTAL AGREEMENT

I, LESSOR (Owner) _____, do hereby petition The Board of Directors of 3 Chisolm Street HOA (Chisolm), for approval of a lease for a minimum term of one (1) year, of Unit NO. _____

Proposed LESSEE #1:

(Please Print) First Name Middle Initial Last Name

(Note: All legally competent individuals who will reside in the leased premises must be party to the lease.)

Soc. Security No.: _____ Date of Birth: _____

Presently Living at: _____

Business, Occupation or Employment: _____

Proposed LESSEE #2: _____

(Please Print) First Name Middle Initial Last Name

(Note: All legally competent individuals who will reside in the leased premises must be party to the lease.)

Soc. Security No.: _____ Date of Birth: _____

Presently Living at: _____

Business, Occupation or Employment: _____

Total Number of Occupants: _____

Number of Occupants under 18 years (or not otherwise legally competent): _____

This APPLICATION FOR RENTAL AGREEMENT, when signed and fully executed, becomes a part of the lease agreement between the LESSOR and LESSEE(S).

1. The lease agreement between the LESSOR and LESSEE(S) must be reviewed and approved by The 3 Chisolm Board of Directors before it can become effective.
2. At least one month before the effective date of the proposed lease, LESSOR shall submit to The Chisolm Board of Directors: 1) this APPLICATION FOR RENTAL AGREEMENT; 2) a copy of the executed lease agreement; 3) a \$1,000.00 security deposit, and; 4) a \$70.00 new resident fee.
3. LESSOR represents that he/she has provided to the proposed LESSEE(S), PRIOR to the signing of this Application, a copy of the 3 Chisolm Street Master Deed, By-Laws, and Rules and Regulations (with Appendices). LESSOR and LESSEE(S) agree that such Master Deed, By-Laws, and Rules and Regulations (with Appendices) are made a part of this APPLICATION FOR RENTAL AGREEMENT as though fully stated herein. By signing this Application, each LESSEE acknowledges he/she has received and read those documents and will abide by them throughout the term of the lease. Lessees further understand that Chisolm may amend these documents from time to time and, with notice to the LESSEE, such amended documents shall become a part of this APPLICATION FOR RENTAL AGREEMENT as though set out fully herein.
4. Each LESSEE further agrees to meet (in person or, where impractical, by telephone) with one or more Board members, or, at the Board's discretion, the Association's Management Company, within 15 days of the submission of this Application.
5. LESSOR and LESSEE(S) understand and agree that ANY non-compliance with 3 Chisolm Street Rules and Regulations by the LESSEE(S), or guest(s) of the LESSEE(S), is cause for eviction of the LESSEE(S). The LESSOR is responsible for the eviction of the LESSEE(S) resulting from any non-compliance with 3 Chisolm Street Rules and Regulations after having received written notice from the 3 Chisolm Street Board of Directors, and within a time period specified by the Board of Directors.
6. Except for the LESSEE(S) identified herein, or their children under 18 or persons not otherwise legally competent included in Occupants above, no other person(s) may reside in the premises without prior written consent from Chisolm. Guests visiting the LESSEE(S) may not reside or spend the night at the Premises for more than fourteen (14) days in the aggregate (whether or not continuous), during any calendar year, without Chisolm 's prior written consent.
7. Neither LESSEE(S) nor their Guests are permitted to have pets on the Chisolm premises under any circumstances.
8. Security Deposit:
 - a) The Security Deposit submitted with this APPLICATION FOR RENTAL

AGREEMENT shall serve to compensate Chisolm for any property damage, cleaning or sundry repairs to the Chisolm Common Elements or Limited Common Elements for which the LESSEE(S) is responsible, and/or as payment for any amounts owed to Chisolm at the time the lease agreement between the LESSEE(S) and LESSOR is terminated or expires. After the LESSEE(S) vacates the premises, Chisolm shall inspect the Common Property and Limited Common Property to which LESSEE(S) has had access and shall review its billing records, and shall determine whether any sums are due and owing by LESSEE(S). (NOTE: Any inspection of the leased premises (other than Common Property and Limited Common Property), and assessment for damages thereto, is not the responsibility of Chisolm and is governed by the lease agreement between LESSOR and LESSEE(S).)

- b) The Security Deposit shall be mailed to the LESSEE(S), less funds withheld due to conditions stated in Section 8a, above, to the forwarding address provided by the LESSEE(S) no sooner than fourteen (14) days or later than thirty (30) days after LESSEE(S) vacates the premises. Should the amount assessed by Chisolm for damages or billing arrearages exceed the amount of the Security Deposit, LESSOR shall be responsible for any such amounts.
9. The minimum lease agreement between the LESSOR and LESSEE(S) period is one (1) year. If the lease is terminated for any reason prior to the expiration of the minimum one-year lease term, the Security Deposit, in full, shall be forfeited.
 10. 'Move-ins' and 'Move-outs' shall be in accordance with rule 46 the Rules and Regulations.
 11. This APPLICATION FOR RENTAL AGREEMENT, and the documents incorporated by reference herein, are expressly made part of the lease agreement between the LESSOR and LESSEE(S).
 12. The OWNER (LESSOR) is ultimately responsible and accountable for any actions of LESSEE(S).
 13. Nuisance Restriction. In addition to abiding by rules 15 and 16 of Chisolm's Rules and Regulations
 - a) LESSEE(S) shall maintain order in the building in which the leased premises is located and on Chisolm grounds and will not disturb or annoy other residents, nor will they do or permit anything to be done or bring or keep anything in the leased premises, the building or on Chisolm grounds, which will obstruct or interfere with the right of Quiet Enjoyment of other residents.
 - b) LESSEE(S) shall be responsible and accountable for the conduct and behavior of any guests visiting the premises.

c) LESSEE(S) acknowledges that any visit by law enforcement personnel to the premises or other parts of the Chisolm property in response to improper behavior of the LESSEE(S), or LESSEE(S) guest(s), on or about Chisolm property, may constitute a cause for eviction and will be cause of forfeiture of the Security Deposit.

14. Notification and Authorization for Background Inquiries. The signature of the LESSEE(S) on this APPLICATION FOR RENTAL AGREEMENT indicates LESSEE 'S' authorization for Chisolm to complete background inquiries to serve as consideration for approval or disapproval of this APPLICATION. The LESSEE(S) authorize Chisolm to check credit records and state and national criminal history records, both before and during tenancy. The LESSEE(S) understands that these background inquiries will include, but will not be limited to, various federal, state and other agency reports. Chisolm will provide to the LESSEE(S) a copy of any reports acquired.

15. References. PLEASE furnish three (3) references for each LESSEE (local, if possible - other than the Real Estate Agent handling the lease agreement between the LESSOR and LESSEE(S)) - attach additional information to this APPLICATION FOR RENTAL AGREEMENT, if needed:

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE NO.</u>
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LESSEE #1

1. _____

2. _____

3. _____

LESSEE #2

1. _____

2. _____

3. _____

THE SIGNATURE(S) OF EACH PARTY, BELOW, SERVES TO INDICATE THAT EACH HAS READ AND FULLY UNDERSTANDS THE CONDITIONS STATED WITHIN THE APPLICATION FOR RENTAL AGREEMENT, HEREIN. THE UNDERSIGNED AGREE TO ABIDE BY ALL PROVISIONS OF THE MASTER DEED, CHARTER, BY-LAWS, CHISOLM RULES AND REGULATIONS (INCLUDING APPENDICES), THE APPLICATION FOR RENTAL AGREEMENT, AND ALL OTHER POLICIES AND PROCEDURES OF CHISOLM ASSOCIATION, INC. AS A CONDITION OF THE LEASE AGREEMENT BETWEEN THE LESSOR and LESSEE(S).

SIGNED BY:

LESSOR (OWNER)

DATE

SIGNED BY:

LESEE #1

DATE

SIGNED BY:

LESEE #2

DATE

SUBMITTED BY:

DATE

APPLICATION FOR RENTAL AGREEMENT

between _____

and _____

Dated _____

DATE RECEIVED AT CHISOLM OFFICE WITH ALL REQUIRED DOCUMENTS AND DEPOSITS: _____

INTERVIEW DATE: _____

PERSON(S) CONDUCTING INTERVIEW: _____

PERSON(S) INTERVIEWED: _____

BOARD OF DIRECTORS ACTION:

(NOTE: At least three Directors must concur for the action to be effective)

_____ Approve Disapprove
President Date: _____

_____ Approve Disapprove
Vice President Date: _____

_____ Approve Disapprove
Treasurer Date: _____

_____ Approve Disapprove
Secretary Date: _____

_____ Approve Disapprove
Director Date: _____

Items for discussion:

Keep rules 1-18 No change from existing rules

Change rule 19 to -- by following the procedure outlined rules 20 and 21 ...etc. (see lawyer comment)

Change rule 20 – remove the work mandatory (see lawyer comment)

(Make a form to submit with person responsible or get rid of the rule)

Keep rules 22 -37 No change from existing rules (lawyer suggested new rules had omitted some of these pages but I think it was a copying issue.

Rule 38 Delete (see lawyer note)

Rule 39 – Not enforced so why have it. If you do enforce it make it a form that is on file.

Keep rules 40 – 46 No change from existing rules

Rule 47 is confusing. Again is this enforced. Fees to move out/in part of closing docs for owners. Just for rentals. Make it a form submitted with the money or delete it.

Rule 50 omit words “constituting the Association. (see lawyer’s note)

Keep Rules 51 – 59 No change from existing rules

Rule 61 Delte (see lawyer note about enforceability)

Keep Rules 62 and 63 No change from existing

Revise Rules 64 -77 We have zero change of keeping this as a standing committee. However, it should be convened, using the guidelines outlined, at the board’s discretion. Three non board members become the committee. At a minimum keep rules 64, 68, 76 and 77 as part of the rewrite. Help Steve????

Finally, there is no rule about roof access requiring a monitor.

APPLICATION FOR RENTAL AGREEMENT

Item 2 the security deposit to us is refundable? That is just paperwork. We have to keep the security deposit in escrow then refund it. Let the lessor and lessee work out their own security deposit situation. We should charge a non-refundable security fee. See rules 47 and

Do we really want them to get copies of everything the master deed etc. The rules and regulations are enough.

Why get involved inspecting someone’s property, It is up to them unless it affects common area.

Lots of other forms application for storage space. All kinds of things easier to cover in a website.

