

Manly Street Property Owners Association Rules and Regulations

Amended May 2010

These Rules and Regulations have been adopted by your Board of Directors as prescribed by the Master Deed. They are intended for the purpose of enhancing the value of our property and the quality of living in the Virginia Condominiums. As need may arise they are subject to further amendment by the Board of Directors. All unit owners must be familiar with the Rules and Regulation and ensure that tenants receive a copy of this document, and comply with all Rules, Regulations, and Articles of the Master Deed and Bylaws.

Each owner is responsible for the proper conduct of members of their family, guests, renters and service personnel. Owners should be certain that they understand and observe all rules and regulations.

I. General Appearance

A. Common Areas/Grounds

1. Common areas must be maintained consistently with relevant municipal codes. The Association will not be responsible for personal items placed or left in the common areas. The Board of Directors will resolve issues regarding common areas on a case by case basis.
2. No trees, bushes or other landscaping materials are to be altered or removed from the common property except under the auspices of the Board of Directors or its sanctioned landscape committee.
3. Smoking in the common areas is prohibited.
4. No cooking grills may be placed or used on any common areas/grounds.

B. Balconies

1. Balconies must be kept neat, well maintained, and in a good state of repair.
2. All balconies must be free of debris as well as ladders, mops, brooms, laundry, clothing, and personal items. Discarded furniture must not be stored on patios/decks.
3. No cooking grills may be placed or used on any balconies
4. Outdoor furniture should be tasteful and be in keeping with the overall appearance of the building. Generally, plastic furniture is not approved.

C. Storage Units

1. No chemicals or flammable materials can be used or stored in the storage units.
2. The storage units cannot be used for the boarding of pets.

D. Eyesores

1. Under no circumstance is garbage or trash to be placed outside any unit – in front, back or on balconies – with intention of later removal.
2. Littering of any kind is not allowed.
3. No sign, advertisement, notice, or lettering shall be placed outside unit, be visible from inside a unit or on the common areas.
4. No exterior antennae or satellite dishes for television or radio may be attached to any part of the property.

5. Yard or public sales of any kind are not permitted on the property.

II. Alterations

- A. As stipulated in the Master Deed (Article XIV B), no owner may make changes, alterations, additions to, or move or remove any portion of a unit, common elements, or the exterior of The Virginia Condominium without written consent of the Board of directors. If changes are made, whether temporary or permanent, the property will be restored to the original condition at the owner's expense.
- B. In the event that a unit owner makes any unapproved alterations, the Association has the responsibility to proceed in a Court of Equity to require compliance or levy an assessment to remove the alteration and restore the property to good condition.

III. Soliciting

Soliciting is prohibited. Should soliciting occur, it should be reported to the Property Manager

IV. Safety

- A. The shooting of firearms or fireworks of any kind is prohibited.
- B. Owners will be held responsible for vandalism or damage to property caused by their actions or the actions of their child, guest or renter.
- C. Exterior doors must be closed at all times.
- D. Access to rear hallway windows and fire escapes shall not be blocked at any time.
- E. Access to handrails in stairwells shall not be blocked at any time

V. Noise

- A. QUIET TIME must be observed in the building and on the property between the hours of 10:00 P.M. and 8:00 A.M.
- B. Noise from pets, stereos, televisions, or any other devices must be at reasonable levels at all times, so as not to disturb neighbors or create a nuisance. No owner, resident or guest shall engage in disorderly conduct on the property or cause or condone any disturbance.

VI. Waste Disposal and Trash

- A. Garbage is to be placed in the container directly behind the Poinsett Club. All trash should be bagged and/or tied.

- B. The owner is responsible for the removal from the property of all old appliances, carpet, padding, etc. The installers of new replacements should haul these off. Please insist that your installers do so.

VII. Washers and Dryers

- A. Washer and dryers in the common hallways are Association Property. Users must keep the washers, dryers, and surrounding area clear and clean at all times.
- B. Residents may only use one washer and dryer at a time.
- C. Owners are solely responsible for their clothes and other personal items that may be left in the washers or dryers. The Association recommends that residents do not leave their unit while doing laundry.
- D. Washing of pet bedding in washers and dryers is prohibited.
- E. Use of washers and dryers must adhere to section V, paragraph A of the rules and regulations regarding time of use.

VIII. Pets

- A. Pet owners are responsible for property damage caused by their pets, for ensuring that their pets do not become a nuisance, and for abiding by the leash law in the City of Greenville. Under no circumstances are any pets, cats or dogs allowed outside the units unless they are on a leash and under the owner's supervision. Owners are both responsible and liable for the conduct of their pet.
- B. Owners must not allow their pet to relieve themselves on the sidewalk, private property, balcony, or any other Common Area. Pet owners are responsible for cleaning up after their pet.
- C. No pet may be tied, chained or staked in the common areas, including the patio.
- D. The breeding of pets or animals is prohibited.
- E. Residents who begin occupancy at the Virginia after July 1, 2003 are limited to one common household pet per unit. Pet size is restricted to no more than 30 pounds

IX. Regime Fee

- A. A regime fee is due to the Management Company by the first of each month. If not received by the 15th of the month, a late fee of \$15.00 is assessed and will be cumulative for each month the payment is late.
- C. Any owner more than sixty days delinquent in regime fees will have a lien placed against his/her unit and a judgment will be obtained. All legal and related expenses will be charged to the unit owner.

X. Rentals/Leases

- A. Any owner who leases his/her unit must submit a copy of the executed lease to the property manager.
- B. If an owner leases his/her unit unit, he/she must provide the property manager with a statement signed by the tenant indicating that the tenant has received a copy of the Rules and Regulations.

XI. Complaints

- A. Complaints are to be addressed in writing to the property manager. The property manager has the delegated authority to investigate and to respond to complaints on behalf of the Board of Directors.

XII. Notice Process and Sanctions

- A. Within three business days of becoming aware of and verifying a violation of any Rule, Regulation, or Article of the Master Deed and Bylaws, the property manager will notify the owner, in writing, of the violation(s). A copy of the notice shall be sent to the unit address as well as to the unit owner when the unit is not occupied by the owner. Late regime fees will be addressed as stated in Section IX. above.
- B. The owner shall have ten business days in which to comply or ensure compliance with all Rules, Regulations, and Articles of the Master Deed and Bylaws. After ten business days, the property manager will serve a second written notice of the violation and a fine of \$10.00 per day will be assessed for each violation. Fines will be cumulative until such time that the owner, his/her family, guests, or tenants come into compliance with all Rules, Regulations, and Articles of the Master Deed and Bylaws. If the violation creates a need for maintenance or repair of the Common Elements, the cost of such maintenance and repair shall be added to and become a part of the unit owner's assessment in addition to the cumulative fines.
- C. After sixty days, legal action will be pursued for failure to remedy violations, to include action to evict non-compliant tenants. All legal and related expenses will be charged to the unit owner.