

**McBee Station Residential Condominium Owners' Association  
Rules and Regulations**

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Owners are encouraged to review the Master Deed and Bylaws, which are the principal governing documents of McBee Station Residential Condominiums. In addition to providing a legal description of the property, they describe the duties and responsibilities of individuals and the Association. Owners shall also review the Master Deed of McBee Station Master Horizontal Property Regime (governing the overall mixed-use condominium) and the Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions for McBee Station (governing all of McBee Station).

**INTRODUCTION**

Purpose. The following Rules and Regulations have been adopted by the Board of Directors (the “Board”) of McBee Station Residential Condominium Owners’ Association (the “Association”) in accordance with the Master Deed and Bylaws to not only protect the integrity and harmony of the community, but also to promote the safety and welfare of residents and to maintain an acceptable quality of life.

Capitalized Terms. The words used in these Rules and Regulations shall be given their normal, commonly-understood definitions. Capitalized terms shall have the same meaning as set forth in the Master Deed of McBee Station Residential Horizontal Property Regime filed in the Greenville City, South Carolina records, as it may be amended (the “Master Deed”), unless the context indicates otherwise.

Application. The Rules and Regulations shall apply to all Owners, Occupants, family members, tenants, agents, visitors, employees and guests; and shall be enforced by the Board in accordance with the Master Deed and By-laws.

Interpretation. All Owners are strongly advised to consult with the Board for the correct interpretation of rules, to avoid unnecessary expense and inconvenience.

Modification of Rules. The Rules and Regulations may be modified, repealed or amended at any time by a resolution of the majority of the Board when deemed necessary in the best interests of Unit Owners and Occupants of the community.

**ARTICLE I: GENERAL USE OF SHARED ELEMENTS**

- 1.1 Smoking. No smoking is allowed in the Shared Elements.
- 1.2 Pets and Pet Maintenance Fee. Pets may not cause a nuisance. A yearly fee may be charged to each Owner of a dog based on the number of dogs kept on the premises. These fees are established by the Board and are subject to change based on service and maintenance requirements.
- 1.3 Moving Fee. A per use fee may be charged when moving in and out of the building. These fees are established by the Board and are subject to change based on service and maintenance requirements.
- 1.4 Moving and Use of Elevator. Moving must be approved 48 hours in advance with the Board or the managing agent. Any damage to the elevator or Shared Elements will be the responsibility of the Owner.
- 1.5 Roof Top areas. No Owner shall enter the roof areas from a rooftop terrace. Only authorized personnel may access any utility equipment and storage facilities located on

- the roof of the buildings. If you need access to the roof top area, you must contact the managing agent to arrange access.
- 1.6 Storage Cabinets. Only non-perishable items may be stored in the storage cabinets. Items shall be stored at Owner's own risk. Owners shall provide the managing agent with spare keys to any locks to the storage cabinets.
  - 1.7 Window Treatments. All window treatments facing the exterior of the building shall be white or off-white.
  - 1.8 Solicitation. Solicitation is prohibited.
  - 1.9 Management Right of Entry. The managing agent shall have the right to enter a Unit without notice in the case of emergency and with reasonable notice to administer pest control.
  - 1.10 Maintenance of Shared Elements Prohibited. Owners may not perform repair or maintenance in excess of routine cleaning to the window casings, door jams, balconies and roof-top terraces.
  - 1.11 Signs. No signs visible outside the Unit shall be permitted, except as set forth in the Master Deed.
  - 1.12 Architectural Control. Refer to Master Deed for matters regarding Architectural controls. Note that the consent of the Master Regime Association as well as the Association may be required.
  - 1.13 Leasing. Refer to Master Deed for restrictions and requirements with respect to leasing Units.
  - 1.14 Home Office. Refer to Master Deed for specific restrictions on use of Unit as a home office.

## **ARTICLE II: ACTIONS OF OWNERS AND OCCUPANTS**

- 2.1 Locks. Since the managing agent will not maintain Unit keys, it is recommended that Owners provide an extra unit key to additional persons living in the building or the area and provide that contact information to the managing agent in the event of an emergency. In the event of an emergency that potentially damages property or threatens a person's safety, the managing agent will authorize forceful entry into the Unit at the expense of the Owner.
- 2.2 Lock Outs. Lock out service is not provided. It is the Owner or Occupants responsibility to maintain spare keys or contact a locksmith in the event of a lock out. If the Manager elects to provide lock out service in the case of emergency, then the Owner or Occupant will be charged a fee for such service.
- 2.3 Guests. Each Owner is responsible for the conduct of family members, invitees, licensees, tenants and guests while at the Condominium. When planning large gatherings in your Unit, the Board recommends Owners notify surrounding Owners of the date and time of the gathering. In addition, the Board recommends that you offer a phone number where you can be reached in order to respond to any concerns your neighbors have about noise.
- 2.4 Indemnification for Actions of Others. All persons using any of the Shared Elements do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident, or injury in connection with such use. Each Unit Owner waives any right to make any claim against the Association, its servants, agents or employees, for or on account of any loss or damage to life, limb, or property sustained as a result of or in connection with any such use of any of the Shared Elements. Each Unit Owner shall hold the Association harmless from any and all liabilities and any action of whatsoever nature by any tenants, guests, invitees, or licensees of such Unit Owner arising out of the use of the Shared Elements, except where such loss, injury, or

damage can be clearly proved to have resulted from and been proximately caused by the direct willful action or gross negligence of the Association or its agents, servants, or employees in the operation, care, or maintenance of such facilities.

**ARTICLE III: TRASH**

- 3.1 Trash Containment. Trash may not be stored in or outside any Unit in such manner as to permit the spread or encouragement of fire or vermin.
- 3.2 Trash Pickup Areas; Trash Accumulation. No garbage cans or trash containers will be placed outside the Units other than the designated trash receptacles. Accumulating rubbish, debris, or unsightly materials in Shared Elements is not permitted, except in designated trash storage containers. Rugs or mops may not be shaken or hung from or on any of the windows, doors, balconies, patios or terraces.
- 3.3 Trash Container Location. Trash should be deposited in the trash receptacles designated by the Association. Unit Owners and Occupants will be responsible for transporting trash from their Units to the receptacles. The trash receptacles are to be kept neat, clean, and free of debris. Long-term storage of trash in the Units is forbidden.
- 3.4 Removal of Bulky Items. Arrangements for the removal of bulky items such as mattresses, furniture, appliances, construction materials, etc., must be made by the Unit Owner or Occupant with a third party that handles bulk trash. The bulk trash shall not be placed outside earlier than the day before the scheduled pick-up day.

**ARTICLE IV: FIRE SAFETY**

- 4.1 Fire Safety Rules. There is an integrated fire alarm and sprinkler system that requires each Unit's smoke detector and sprinkler heads to be in good working order for the integrity of the systems to be maintained. Owners are not permitted to remove or disable the smoke detectors in their Units. If it is necessary to disable this device for construction purposes, the Owner must prearrange such disconnection with the Board. The system will be tested periodically to ensure it is in working order. Owner/Occupants should never prop fire doors open. Owners are not permitted to paint, cap, hang items from or otherwise interfere with or potentially damage any sprinkler head, or other components of the sprinkler system. An owner will be responsible for any damage caused to the sprinkler heads or larger system by his/her/their actions.

**ARTICLE V: EASEMENT AREAS AND CLUBHOUSE USE**

- 5.1 Parking Garage. The Lower Level of the Parking Deck will be operated and maintained by McBee Station Apartments, and Owners shall be subject to the rules and regulations established thereby.
- 5.2 Elevation Facilities. The stairways exterior to the buildings (other than those in the Courtyards), the elevated walkways, tunnels and Building 400 elevator will be operated and maintained by McBee Station Apartments, and Owners shall be subject to the rules and regulations established thereby.
- 5.3 Clubhouse Amenities. So long as the Condominium maintains its license to use the McBee Station Apartments Clubhouse amenities, Owners shall be subject to the rules and regulations established by McBee Station Apartments regarding the clubhouse amenities.

**ARTICLE VI: GENERAL ADMINISTRATIVE RULES**

- 6.1 Consent in Writing. Any consent or approval required by these rules must be obtained in writing prior to undertaking the action to which it refers.
- 6.2 Complaint. Any formal complaint regarding the management of the Condominiums or regarding actions of other Unit Owners or Occupants shall be made in writing to the managing agent, the Board or an appropriate committee.

- 6.3** Temporary Waiver. A Unit Owner may apply to the Board or managing agent for a temporary waiver of one or more of the foregoing rules. Such temporary waiver may be granted by a majority of the Board, for good cause shown, if, in the judgment of the Board, such temporary waiver will not unreasonably interfere with or materially impair the purposes for which the Condominiums was formed or present a material adverse risk to the Association, the Condominiums, or the other Unit Owners.

**ARTICLE VII: ENFORCEMENT/PENALTIES**

*The Unit Owner is ultimately responsible for all fines and the removal of all violations. The By-laws establish a system for notice and hearings for any alleged violator.*

- 7.1** Fines. Fines may be imposed for violations of any of the above rules or rules established in the Condominium Documents, according to the following schedule:

<b>Violation</b>	<b>Fine</b>
First violation	\$50.00
Second violation	\$100.00

A fine will be applied to the Unit Owner regardless of whether the offender is the Unit Owner, tenant, guest, or a household member. The payment of a fine does not relieve the offender of the obligation of correcting the violation. If the Association incurs expenses to correct the violation, this expense will be applied to the Unit Owner. If the bill is not paid by the Unit Owner, a higher fine may be imposed.

*The Rules and Regulations are periodically revised by the McBee Station Residential Condominium Owners' Association Board of Directors. Please check with the Property Agent or Secretary of the Board for the latest copy.*