



BP0086157

**COPY**

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

AMENDED AND RESTATED RULES AND  
REGULATIONS OF BEE STREET LOFTS  
HOMEOWNERS ASSOCIATION, INC.  
Book F-587 Page 760

RMC BK 0086 Pg 157 : pg 1 \*

These Amended and Restated Rules and Regulations of the Bee Street Lofts Homeowners Association, Inc. ("Association") amend and restate, in their entirety, those Rules and Regulations of the Bee Street Lofts Homeowners Association, Inc., as set forth in Exhibit E to the Master Deed of the Bee Street Lofts, dated May 31, 2006, with appended By-Laws and Exhibits, including Plat and Plot Plat and recorded in the RMC office for Charleston County on June 13, 2006, in Book F-587, Page 760.

In accordance with the power vested in the Board of Directors of the Association pursuant to the By-Laws of the Association to adopt, amend, repeal and enforce reasonable Rules and Regulations governing the use and operation of the Association and S.C. Code Ann. §33-31-821 (1976) of the South Carolina Nonprofit Corporation Act, the undersigned, being all of the Directors of the Association, as of this 8<sup>th</sup> day of October, 2009 ("Effective Date"), do hereby consent to and take the following actions to the same extent and to have the same force and effect as if adopted at a formal meeting as evidenced by our signatures below:

We hereby adopt the following rules and regulations governing the Condominium Property:

Rules & Regulations

As used in these Rules and Regulations, all capitalized terms shall have the same meaning assigned them within the Master Deed.

1. Secondary or personal space heaters are strictly forbidden on the Condominium Property.
2. No portion of the Condominium Property shall be utilized for the purpose of lodging rooms or for any unlawful purposes.
3. The Board reserves the right to exclude loiterers, vendors, solicitors and peddlers from the Condominium Property and to require registration and satisfactory identification or credentials from all persons seeking access to any part of the Condominium Property. The Board will exercise its best judgment in the execution of such control but shall not be liable for the granting or refusal of such access.
4. The Association shall pay the cost of repairing or restoring any part of the Condominium Property defaced or injured by Owners, their tenants, their agents, invitees or employees; however, such responsible Owner shall be liable for the cost to the Association, which liability shall become an assessment under the Master Deed, upon the responsible Owner.
5. Owners' inquiries related to the Condominium Property capabilities including, but not limited to, emergency power, lighting, plumbing, HVAC, etc. shall be directed in writing

- to the Association's office on the Condominium Property, who shall provide timely responses in writing.
6. Owners and the Association shall coordinate activities in emergency situations. Owners will be expected to share a proportional cost of major equipment rentals (e.g., full-size generators).
  7. The Association shall have the right to approve all contractors, representatives and installation technicians rendering any contracted service on or to the Condominium Property for the Owners. Such approval may include but shall not be limited to requiring presentation of valid certificates of insurance naming Association as additional insured. This provision shall apply to all work performed on or in the Condominium Property.
  8. Except as provided in this Section 8, no Unit shall be used for any purpose other than as a private residence. No business, trade or profession shall be conducted in any Unit where such business generates any client or product, traffic, parcel delivery, electrical interference, noise, odor or any disturbance whatsoever into or through the Common Elements.
  9. No exterior signs shall be erected or displayed on the Condominium Property, unless approved by the Board, including but not limited to, "For Sale," "For Rent" or other similar signs. No sign, notice, advertisement or anything else shall be projected out of any window, Limited Common Element or Common Element except for such signs as shall have been approved in writing by the Board.
  10. There shall be no obstruction of the Common Elements or Limited Common Elements nor shall anything be temporarily or permanently placed upon, stored in or affixed to the Common Elements or Limited Common Elements without the prior written consent of the Board unless expressly permitted by the Condominium Documents.
  11. The walkways, entrances and driveways shall not be obstructed or used for any purposes other than ingress and egress from the Units.
  12. No dogs, cats, birds, reptiles, rabbits, livestock, fowl or poultry, or animals of any kind shall be raised, bred or kept in any Unit or upon the Common Elements or Limited Common Elements, except as may be permitted by the Association. No exotic pets, as determined in the sole discretion of the Board, are permitted on the Condominium Property. In any event, no more than two dogs or cats in the aggregate shall be permitted in any Unit; the weight of one such individual pet shall not exceed 30 lbs.; the aggregate weight of such two dogs or cats shall not exceed 60 lbs. In no event shall outdoor pens or runs be permitted. Owners or their tenants who owned and harbored in a unit dogs or cats whose individual weight exceeded 30 lbs but were less than 60 lbs or whose aggregate weight exceeded 60 lbs but was less than 100 lbs prior to the Effective Date shall be permitted to keep and harbor in a unit such cats or dogs until the death of such cat(s) or dog(s).

- a. No pet is allowed to roam unleashed on the Common Elements.
  - b. No pets are allowed on the outdoor portion of the Common Elements, except in the designated pet walking area on the eastern and western side of the building. When walking pets, Owners (1) shall not take pets through the lobby of the building and (2) must clean up and properly dispose of any droppings.
  - c. No pet waste is permitted on any indoor portion of the Common Elements. If droppings or burn residue from urine are found to abound around one particular Unit, the Association will assume the damage to be done by that Owner's pet (or resident of that Unit if he or she is a tenant). The Association will have the area around that Unit cleaned and landscaped as necessary. The Owner shall pay all charges plus appropriate fines.
  - d. No one may use sewers connected to the Condominium Property for the disposal of droppings or kitty litter.
13. No vehicles of a size larger than a dedicated parking space for the building and no mobile home, recreational vehicle, boat, boat trailer or the like shall be parked within the Condominium Property, except for vehicles temporarily within the Condominium Property for the purpose of servicing the Condominium Property generally or one of the Units specifically, without written consent of the Board. No vehicle belonging to an Owner or a member of the families, visitors, invitees, employees or tenants of an Owner shall be parked in such a manner as to impede or prevent ready access to another parking space. All Owners, their employees, visitors, invitees, agents and families shall obey any reasonable traffic regulations promulgated by the Board for the safety, comfort and convenience of the Owners. No repair of vehicles shall be made on any portion of the Condominium Property. The parking areas shall be used only for the parking (but not storage) of passenger vehicles. No trailers, with or without boats, jet skis or other equipment thereon, may be parked or stored on any portion of the Condominium Property without the prior consent of the Board, which may be withheld on purely aesthetic grounds.
14. No portion of the Condominium Property, including the patio area, shall be used or maintained for the dumping of rubbish or debris except in designated areas. Trash, garbage or other waste shall be kept in securely closed sanitary containers in the Units for weekly or more frequent collections.
15. No exterior loudspeakers other than as contained in portable radios or television sets shall be permitted, on any Unit or the area around any Unit or any balcony, patio or terrace appurtenant thereto without the permission of the Board. Owners shall not play musical instruments, operate stereos, televisions or radios in any such manner that would disturb or annoy other residents.
16. The Owner of each Unit, regardless of type, shall not cause or permit any clothes, sheets, blankets, or laundry of any kind or other articles to be hung or displayed on the outside of

windows or placed on the outside of window sills, walls or balconies of any building or in any parking areas; subject to the Condominium Documents and applicable law, no signs or awnings, grills, balcony enclosures, fence canopies, shutters, or radio or television antennas or aerial shall be erected or installed in or upon the Common Elements or Limited Common Elements or any part thereof without the prior consent of the Board. No clothes poles, lines or clothes trees shall be installed or maintained, nor shall any laundry or other thing be hung out to dry outside of any Unit.

17. Owners shall not have the right to paint or otherwise decorate or change the appearance of any portion of the exterior of the buildings or any parking area without the prior consent of the Board, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Board. Each Owner is responsible to promptly report to the Board any defect or need for repairs, which may be the responsibility of the Association.
18. In order to provide an orderly procedure in the case of title transfers, and to assist in the maintenance of a current, up to date roster of Owners, each Owner shall give the property management agent of the Association, timely notice of his intent to list his Unit for sale. Upon closing of any Unit, the selling Owner shall notify the Board of the names and addresses of the buyer.
19. No Owner or occupant shall build, plant, or maintain any matter or thing upon, in, over or under the Common Elements or Limited Common Elements without prior written consent of the Board unless permitted by the Condominium Documents.
20. Each Owner shall be responsible for the maintenance, repair and replacement of all windows of his Unit, including any skylights, and also the front door and any doors leading onto the balcony, terrace, or patio adjacent to his Unit.
21. No Owner or occupant shall burn, chop or cut anything on, over or above the Common Elements.
22. To the extent that equipment, facilities, and fixtures, within any Unit shall be connected to similar equipment, facilities or fixtures affecting or serving another Unit, the Common Elements or Limited Common Elements, then the use thereof by the individual Owners shall be subject to the Condominium Documents.
23. Nothing shall be done or kept in any Unit, Limited Common Element or in or upon the Common Elements which will increase the rates of insurance for any portion of the Condominium Property or the contents thereof beyond the insurance rates applicable for Units, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit, Limited Common Elements or in, on or upon the Common Elements which will result in the cancellation of insurance on any portion of the Condominium Property or the contents thereof, or which will be in violation of any law.

24. No immoral, improper, offensive or unlawful use shall be made of any portion of the Condominium Property; and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed.
25. Nothing shall be done to any portion of the Condominium Property which will impair the structural integrity of any portion of the Condominium Property or which will structurally change any portion thereof. No Owner may make any structural additions, alterations or improvements in or to his Unit, Limited Common Elements, or in or to the Common Elements without the prior written approval of the Board or impair any easement without the prior written approval of the Board as appropriate. Such authorization, however, shall not incur any liability on the part of the Association to any contractor, subcontractor, or materialman on account of such addition, alteration, or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The Owner shall furnish the Board with a copy of any permit procured in connection with such approved structural additions, alterations or improvements.
26. Draperies, blinds, curtains or other window coverings must be installed by each Owner on all windows of his Unit and must be maintained at all times. That portion of the window covering visible from outside of the Unit must be consistent with and may not detract from the architectural design or aesthetics of the building, as determined in the sole discretion of the Board.
27. The Common Elements shall be used only for the furnishings of the services and facilities for which they are reasonably intended and suited and which are incident to the use and occupancy of the Units and Limited Common Elements.
  - a. No Owner may permit occupancy by less than an entire Unit, or may lease the Unit to greater than two (2) unrelated individuals.
  - b. The Association reserves the right to prohibit an Owner from leasing its Unit in the event that more than 25% of the Units in the building have been leased by Owners to third-party tenants.
  - c. Other than the foregoing obligations, the Owners shall have the right to lease their Units provided that (i) said lease is in writing and made subject to all provisions of the Condominium Documents, (ii) the Owner supplies a copy of such lease to the property management agent of the Association, (iii) said lease is for a term of not less than twelve (12) months, (iv) the tenant of said lease is an individual, (v) the Owner pays to the Association a \$250.00 move-in fee and a \$250.00 move-out fee for the purpose of facilitating the move-in and move-out of the tenant, (iv) Owner pays a deposit to the Association in the amount of \$1000.00, which deposit shall be returned to the Owner upon the termination of such lease but which may be drawn upon by the Association in the event of noncompliance by Owner's tenant with the Condominium Documents, (vii) Owner or its tenants maintains a minimum of \$1,000,000 in general liability insurance (Form HO-4 Renters Insurance) with the Association named as a certificate holder and (viii)

the lease must include language indicating that any failure of the tenant to fully comply with the terms and conditions of the Condominium Documents shall constitute a default under the lease.

- d. In the event a tenant of a Unit fails to comply with the provisions of the Condominium Documents, then, in addition to all other remedies which it may have, the Association shall notify the Owner of such violation(s) and demand that the same be remedied within thirty (30) days, then the Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against his tenant on account of such violation(s). Such action shall not be compromised or settled without the prior written consent of the Association. In the event the Owner fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute such actions as attorney-in-fact for the Owner and at the Owner's sole cost and expense, including all legal fees incurred. Said expense shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Board in the same manner as the Board is entitled to enforce collection of assessments.
28. Owners shall have the right to mortgage or encumber their Units provided that any such mortgage or encumbrance, which is not a first lien on any Unit, shall expressly and automatically be subordinate to any lien in favor of the Association. Any such second or inferior mortgage or encumbrance concerning a Unit which is not subordinate to any lien in favor of the Association shall only be placed on the Unit with the prior written approval of the Association.
29. Each Owner shall pay for his own telephone, and other utilities, which are separately metered or billed to each user or the Association by the respective utility company. Utilities which are not separately metered or billed or which serve Common Elements shall be treated as part of the Common Expense.
30. The Board shall have the right to levy fines for violations of these Rules and Regulations, or any such Rules and Regulations subsequently adopted, provided that the fine for a first single violation may not exceed \$250.00. Each day that a violation continues after receipt of notice by the Owner shall be considered as a separate violation. For a second violation, a fine of \$500.00 for each day a violation continues after receipt of notice constituting a separate violation. For a third violation, a fine of \$1,000.00 for each day a violation continues after receipt of notice constituting a separate violation. Any fine so levied shall be considered as a Limited Common Expense to be levied against the particular Owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of assessments. Owners are responsible for any violations of the Rules and Regulations by their tenants, agents or invitees, or their tenant's agents or invitees. Fines are to be paid immediately to the Association. Should levied fines reach \$900.00 or higher and remain unpaid, a lien will be placed on the Unit and the Owner will have to pay the late fees, lien filing fees, and attorneys' fees in addition to the lien amount.

31. No article shall be hung or shaken from the doors, windows, balconies or patios or placed upon the outside window sills of the Units.
32. Each Owner shall keep his Unit in a good state of repair and cleanliness. Each Owner shall neatly trim and maintain in good health all vegetation planted by such Owner within his Unit or visible from outside of the Unit. No flowers or other vegetation shall be planted on any part of the Condominium Property, unless otherwise authorized by the Board.
33. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices which are visible from outside any Unit shall be used without the prior approval of the Board, which approval may be withheld on purely aesthetic grounds.
34. All refuse and garbage shall be disposed of in proper containers and only at such times and in such manner as the Board may direct. Burning of trash or refuse is prohibited.
35. The agents of the Association and any contractor or workman authorized by the Board may enter any Unit at any reasonable time for any purpose permitted upon reasonable notice to the Owner. In case of emergency, no such notice is necessary.
36. No Owner shall transport a bicycle through the lobby of the building.
37. All bicycles located on the Common Elements must be stored in the bicycle racks provided. Each Owner must register with the Association any bicycle owned by such Owner and place on such bicycle any decal provided by the Association. The Association may remove from the premises any bicycle which does not contain such decal or is not stored in the bicycle rack without notice of any kind.
38. No Owner shall use or permit to be brought into any Unit, Limited Common Element or enclosed Common Element any inflammable oil or liquid, such as gasoline or kerosene, or explosives, fireworks or articles deemed extra-hazardous to life, limb or property.
39. No Owner shall utilize any elevator in the building other than the freight elevator located on the east side of the building for the purpose of moving anything other than hand-carried items in or out of the building. Each Owner shall schedule such moves with the Association.
40. No inflammable, combustible, hazardous or explosive substance shall be kept in or outside of any Unit, Limited Common Elements or any portion of the Common Elements except items suitable for normal household use.
41. Discharge of firearms is prohibited on any of the Condominium Property.

42. No resident or guest shall allow the installation of wiring for electrical or telephone use, television, air conditioning units or other machines, equipment or fixtures which protrude through the walls or roof of any building or is otherwise visible on the exterior of a Unit except as presently installed or as authorized by the Board. All renovations affecting the Common Elements or Limited Common Elements must be approved by the Board prior to the commencement of any work.
43. The speed limit on the Condominium Property is 5 M.P.H. for all vehicles.
44. Residents must inform their guests of motor vehicle and parking rules.
45. Storage of personal vehicles is limited to no more than seven (7) days. No commercial vehicles can be stored without prior authorization from the Board.
46. Children under the age of eighteen (18) shall not be permitted to play on Common Elements without direct adult supervision by parents or guardians of the children, babysitters of the children, or care givers of the children.
47. Children will not be permitted to play, ride bicycles, roller blade, walk, run or use skateboards on any asphalt surface at or after dusk or before daybreak.
48. Neither children nor adults shall use mulched flowerbeds or grassy areas as thruways.
49. The Association and Webster's Dictionary define "nuisance" as an offensive, annoying, unpleasant or obnoxious thing or practice. The act or practice, to be considered a nuisance, has to be severely disagreeable. It must annoy or offend, and/or be unpleasant to a majority of otherwise impartial observers. An activity that constitutes a nuisance is a controllable act or practice which, because it is controllable, can also be avoided. Activities which constitute a nuisance include, but are not limited to:
  - a. Excessive TV, stereo, or car stereo volumes;
  - b. Cars driving at excessive speeds (more than 5 M.P.H. on the Condominium Property);
  - c. Loud voices inside or outside buildings that can be heard or observed by others than those to whom the voices are being directed;
  - d. All activities which involve a controllable sound, for example, the slamming of doors;
  - e. Offensive decorations or signs;
  - f. Certain actions or expressions of adults or children, (of a "trainable" age), including, but not limited to, disrespectful remarks or obscenities;

- g. Excessive sound levels of vehicles or other motorized equipment;
- h. Improperly or insufficiently trained animals of any kind (including, but not limited to failing to control the barking of dogs or failing to clean up after dogs or other animals);
- i. Walking or playing in parking areas or on the roads; and
- j. Remarks or acts considered offensive by national or ethnic minorities.

No noxious or offensive activities shall be carried on, in or upon the Condominium Property nor shall anything be done thereupon either willfully or negligently which may be or become a nuisance to the other residents in the Condominium. Residents are responsible for the actions of their guests. If any guest causes a nuisance to other residents, the Board has the right to request that guest to leave. Owners shall be responsible financially and otherwise for damages caused by guests.

- 50. Complaints regarding the management of the Property or regarding actions of other Owners shall be made in writing to the Board.
- 51. These Rules and Regulations may be modified, added to or repealed at any time by the Board in accordance with the Condominium Documents.

*[Remainder of page intentionally left blank.]*

These Amended and Restated Rules and Regulations are EXECUTED AND EFFECTIVE as of the date first written above.

WITNESSES:

*[Handwritten signatures of witnesses]*

BEE STREET LOFTS HOMEOWNERS ASSOCIATION, INC.:

*[Handwritten signature of John L. Gilbert]*

John L. Gilbert, Director

*[Handwritten signature of Stuart L. Fred]*

Stuart L. Fred, Director

*[Handwritten signature of Neal I. Baker]*

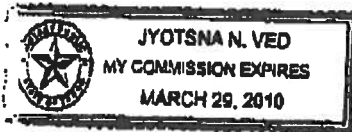
Neal I. Baker, Director

STATE OF Texas )  
COUNTY OF Harris )

ACKNOWLEDGMENT

I the undersigned, Notary Public for the State of Texas, do hereby certify that John L. Gilbert, Stuart L. Fred and Neal I. Baker, each a Director of the Bee Street Lofts Homeowners Association, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 8<sup>th</sup> day of October, 2009.



*Jyotsna N. Ved*

Signature of Notary Public for Jyotsna N. Ved  
My Commission Expires: 03/29/2010

# RECORDER'S PAGE

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



**Filed By:**

NELSON MULLINS RILEY & SCARBOROUGH

POST OFFICE BOX 1806  
CHARLESTON SC 29402

*[Handwritten signature]*

**MAKER:**

BEE STREET LOFTS HOA

**RECIPIENT:**

NA

**Original Book:**

F587

**Original Page:**

760

RECORDED		
Date:	October 9, 2009	
Time:	4:25:07 PM	
Book	Page	DocType
0086	157	Misc/Amend
Charlie Lybrand, Register Charleston County, SC		

RMC BK 0086 Pg 157 : pg 11 \*

# of Sets:  # of Pages:   
# of References:

Note:

Recording Fee	\$ 10.00
Extra Reference Cost	\$ -
Extra Pages	\$ 6.00
Postage	\$ -
Chattel	\$ -
<b>TOTAL</b>	<b>\$ 16.00</b>

**DRAWER**   
**CLERK**



0086  
Book



157  
Page



10/09/2009  
Recorded Date



11  
# Pgs



F587  
Original Book



760  
Original Page



D  
Doc Type



16:25:07  
Recorded Time