



# THE ALBEMARLE

## RULES & REGULATIONS OF THE ALBEMARLE CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC

### COMMON AREAS:

1. The Common Elements (amenities, hallways, lobby, clubroom, exercise room, pool area, stairwells, elevators, grounds and other public area within and around the buildings) are solely for the use of Residents and their invited guests subject to further regulation by the Association including, without limitation, hours of use, designated times for specified age groups, periods of reserved use, etc. The use of any Common Elements shall be at the risk of those involved and not, in any event, the risk of the Association or its Manager.
2. The regulations governing the use of the Common Elements, permitted hours, guest rules, safety and sanitary provisions, and all other pertinent matters shall be in accordance with regulations adopted from time to time by the Association and posted in the recreational areas and throughout the property.
3. The walkways, entrances, halls, corridors and stairways shall not be obstructed or used by Residence owners for any purpose other than ingress to the egress from the Residence.
4. 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.
5. Children shall not be allowed to play in the Common Areas without adult supervision. Parents shall be held responsible for the actions of their children.
6. Food and beverage may not be prepared or consumed in the Common Areas, except in accordance with the regulations which may be promulgated from time to time by the Association.
7. Any damage to the building, recreational facilities, club room, exercise room or other Common Areas or equipment caused by any resident or his guests shall be repaired at the expense of such Owner. In addition to repair costs, damaging the Common Areas may also result in a violation and fine.

### RESIDENCES:

1. The view of a Residence from the exterior and all exterior areas associated with, appurtenant to, or connected with a Residence shall not be painted 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.
2. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices or other devices visible from outside the building shall be used in or about the Residence 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.
3. Painting, enclosure installation, permanent light fixtures or any other permanent alteration of the balcony or terrace is not permitted without prior written approval by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association.
4. No door mats shall be placed in front of individual residences in the corridors, as they could cause tripping in an emergency.
5. To maintain a consistent exterior appearance, each Residence Owner shall put either white backed curtains, white shutters or neutral color (white, beige, tan) blinds or shades as seen from the outside.
6. No sign, included but not limited to "Residence for Sale" signs, notice or advertisement shall be inscribed or exposed on or at any window or other part of the Residences, except such as shall have been approved in writing by the Association, nor shall anything be projected out of any window in the Residence or from any balcony without similar approval. No illuminated or fluorescent exterior sign will be permitted, nor will any sign which is not flush with the building be permitted.
7. No Owner shall make or permit any noises, including but not limited to amplified music, after 10:00pm or odors that will or may disturb or annoy the occupants of any of the Residences or do or permit anything to be done which will interfere with the rights, comfort or convenience of other Owners and Tenants.
8. Each Owner shall keep his Residence 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.
9. No article, such as clothing, towels, laundry and similar items, shall be hung or shaken from or attached to the doors, balconies or windows or placed upon the outside window sills or balconies of the Residences without approval of the Association.
10. Banners, wind chimes and the hanging of plants or other items from the ceiling of a balcony above are not permitted.
11. No Owner shall use or permit to be brought into the Residences 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.

12. Water closets and other water apparatus within each Residence shall not be used for any purposes other than those for which they were constructed. Any damage resulting from misuse of any water closets or other apparatus shall be paid for by the owner in whose Residence such misuse shall have originated.
13. Residents must notify the Albemarle management company of the name and contact information of any contractor no less than 48 hours prior to scheduled work or renovations. Residents must notify the Albemarle management company of the scheduled delivery of large appliances no less than 24 hours prior to their delivery and installation.
14. Residents must advise all contractors and installers that they may enter the building only through the garage gate off Croghan Spur or the garage entrance adjacent to the call box at the guest parking lot. At no time are contractors and installers permitted to enter the building through the main entrance at guest parking leading to the pool deck.

**HURRICANE SEASON (JUNE 1<sup>ST</sup> TO NOVEMBER 30<sup>TH</sup>):**

1. Each Residence Owner or Tenant who plans to be absent from his Residence during the hurricane season must prepare the Residence prior to departure for potential wind and water damage, including but not limited to, removing all furniture, potted plants and other movable objects from any terrace and balcony and by securing all exterior windows and doors.
2. Each Residence Owner shall designate and notify the Association of a responsible person(s) or firm to care for the Residence should the Residence suffer hurricane damage.

**SECURITY:**

1. Security is the responsibility of every resident.
2. Exterior doors to the building shall remain closed and secure. Do not leave an exterior door open when unattended.
3. Security codes and fobs shall not be given to third parties, including but not limited to, contractors, movers, and delivery persons.
4. All fobs shall be deactivated upon the move-out of an Owner or Tenant which will require a new Owner or Tenant to purchase new fobs.

**TRASH AND RECYCLING:**

1. All garbage and refuse from the Residences shall be deposited with care in garbage containers/dumpsters intended for such purpose. All disposals shall be used in accordance with instructions given to the Owner by the Association. Each floor has a trash chute located in the private storage rooms halls and the Trash Room is located in the Residences' parking garage.
2. Recycling bins are available for paper, plastics, glass, aluminum, etc. and are located in the Residences' parking garage near the Trash Room.
3. No Construction materials, debris, furniture or metal may be disposed down the trash chute, left in the Trash Room, deposited in the dumpsters or left on the property.

4. Boxes should be broken down and neatly piled in or around the recycle bins. Large and odd shape boxes should be disposed of in the trash dumpsters located in the Trash Room of the Residences' parking garage.
5. Electronic items such as cell phones, batteries, computer and televisions should be disposed of at a Charleston County Recycling Center
6. In consideration of the Residents with units near the storage halls and trash chutes, trash shall not be deposited down the chutes between the hours of 10:00pm and 6:00am.

#### **RESIDENTS' GARAGE PARKING AND STORAGE:**

1. Owners of Residences shall keep and maintain any parking space or other storage area, which may be assigned to each Owner, in a neat and sanitary condition at all times.
2. 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 any other owner's parking space. The owners, their employees, servants, agents, visitors, licensees and the owner's family will obey the parking regulations posted at the parking areas and drives and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the owners. No junked vehicles which cannot operate on its own power shall remain within the Regime property for more than seventy-two (72) hours, and no repair of vehicles shall be made within The Albemarle's property, except for minor repairs such as changing a tire or having a windshield replaced.
3. An owner or resident shall not cause or permit the blowing of any horn from any vehicle of which his family or guests shall be occupants, approaching or upon any other driveways or parking areas serving the property.
4. The Residents' parking garage is for residents only and contractors, agents and outside vendors shall not be permitted in the garage.
5. Guest parking is for temporary guests, contractors and vendors.

#### **CABLE/SATELLITE TELEVISION:**

1. The Albemarle has a contract with one Cable Company to provide television cable to all Residences. Owners or Tenants must contact and use the assigned company for cable television. Please contact the Association or the property management company for information on the cable company.
2. No radio or television aerial or antenna shall be attached to, or hung from, the exterior or roof of the Residences, nor shall any such aerial or antenna be installed by a Residence owner in any manner visible from the exterior of the building.

#### **PETS:**

1. A \$250 Pet fee is to be paid by new Owners to the Association who are moving in with pets prior to their move in date. Maximum weight limit for pets is 35 pounds. (see attached pet policy)

2. Birds or animals may be kept or harbored in a Residence conditioned on such terms as the Association in its sole discretion deems to be in the best interest of the property as a whole. In no event shall dogs or cats or other four-footed animals be permitted in any of the common areas of the property, unless restrained by a leash, and only in such places as may from time to time be designated by the Association.
3. If a bird, dog or other animal becomes nuisance to others by barking or otherwise, the owner thereof must cause the problem to be corrected; or if it is not corrected, the owner, upon written notice by the Association, will be required to have the animal removed from the premises.
4. All waste from pets shall be picked up and properly disposed of outside of the buildings in pet waste receptacles or other trash bins
5. No animals shall be left on any balcony of a Residence when the owner is not present in the Residence.
6. The Owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any bird or animal in the Regime.

#### **DAMAGE AND REPAIRS:**

1. The agents of the Association and any contractor or workman authorized by the Association may enter any Residence 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.
2. All damage to the Residences and/or Common Areas caused by the moving or carrying of any article therein shall be repaired at the expense of the owner responsible for the presence of such article.
3. Any damage to the Buildings, recreational facilities, Common Areas or equipment caused by any resident or his guests shall be repaired at the expense of such owner.
4. In the case of water leaks or flooding, Residents should attempt to shut off water supply valves as quickly as possible and address any standing water quickly as it will find its way through the walls and floor and cause damage to Common Areas and other Residences.
5. The Association will mitigate water damage to a Residence when necessary. However, the Association will charge the Owner where the leak originated for repairs. Owners are required to maintain insurance covering damages to their unit and damages to another Residence caused by the Owner, Tenant, or his guests, regardless of any negligence and should report a water leak to their insurance company.

#### **KEYS AND ENTRY INTO RESIDENCES:**

1. Each Owner shall supply a key to the Residence to the Association for use in the case of an emergency. If an Owner shall alter any lock or install a new lock on any door leading into the Residence, such Owner shall provide the Association with a key within 24 hours of such alteration or installation.

2. If immediate access to a Residence is required due to an emergency and a key is not on file, the Association may have the lock drilled or take other measures necessary to gain access to the
3. Residence. The Association will not be liable for any damage resulting from necessary forced entry. All costs or repairs will be the sole responsibility of the Owner.

**SALE, LEASE, ASSIGNMENT AND RENTAL AGREEMENTS:**

1. The Association is to be paid a fee of \$300 from new Owners and Residents prior to moving in and moving out of The Albemarle. This fee helps to defray the cost of wear and tear to the common area that frequently occurs during moving. The Management Company is to be notified 72 hours in advance of all Move-in and move-out dates.
2. Each Owner who contemplates selling, leasing or otherwise transferring an interest in a Residence shall give the Association written notice of the terms of any such contemplated transfer along with the name and address of the proposed purchaser, tenant or transferee. The Association then has subject to the specific terms of the Master Deed, the first right and option to purchase or lease such Residence on the same terms, which option shall be exercisable for a period of ten (10) days following the date of receipt of such notice. Please read the specific requirements of Section 13 or the Master Deed for further information.
3. Tenant(s) must sign an acknowledgement that they have read, understand and will follow The Albemarle Rules and Regulations and will abide by all the terms and conditions of the Master Deed and By-Laws.
4. A lease which does not comply with The Albemarle's covenants and the South Carolina Horizontal Property Act is a violation of these rules.
5. By entering into a lease, the Owner is not relieved of any obligations under the terms of the Master Deed, By-Laws and Rule and Regulations. Damage charges, fines or other expenses resulting from a lessee's activities will be applied to the Owner's Account. It is the Owner's responsibility to collect these charges from the lessee.
6. Tenants are to use the left elevator for move-in move-out of furniture and belongings and to contact the property management firm or Association for further move-in move-out instructions.
7. Actual expenses incurred with the sale, lease or transfer of an interest in a Resident, which may include, but not limited to, damage to common areas and costs associated with the addition of the occupant's name displayed at the guest gate entrance call box, shall be an expense to the owner of the Residence.
8. All leases are to be for a period of no less than six months. Owners participating in short-term rental activity of their unit or found to be advertising on sites for short-term rentals will be fined by the Association and reported to the city of Charleston.

**MISCELLANEOUS PROVISIONS:**

1. No owner shall request or cause any employee of the Association to do any private business of the owner, except as shall have been approved in writing by the Association.
  2. Complaints regarding the management of the Residences and grounds or regarding actions or other owners shall be made in writing to the Association.
  3. Any consent or approval given under these Rules and Regulations by the Association shall be revocable at any time.
  4. If an Owner or an Owner's tenant or guest fails to comply with these Rules and Regulations or any provision of the Master Deed or By-Laws, then the Association may take such action as the Board of Directors determine to be appropriate, which action shall include, but not limited to, taking legal action and /or imposing fines against the Owner. The amount of any such fines shall be within the sole discretion of the Board of Directors.
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- **THESE RULES AND REGULATIONS MAY BE MODIFIED, ADDED TO, OR REPEATED AT ANY TIME BY THE ASSOCIATION.**





**BARR, UNGER  
& MCINTOSH**  
ATTORNEYS AT LAW

*Capers G. Barr, IV*  
Direct Dial: 843-377-1231  
[cbarr@barrungermcintosh.com](mailto:cbarr@barrungermcintosh.com)

January 25, 2019

The Albemarle Condominium Association, Inc.  
c/o PMS  
Attn: Lisa Landy  
1340 Ben Sawyer Blvd.  
Mt. Pleasant, SC 29464

RE: The Albemarle Condominium Association, Inc.  
Our File Number 2012-1200

Dear Lisa:

Please find enclosed the Original Rules and Regulations of The Albemarle Condominium Association, Inc., dated January 2, 2019 and recorded in Book 0771 at Page 034 in the Register of Deeds Office for Charleston County.

Sincerely,

BARR, UNGER AND McINTOSH, L.L.C.

*Capers G. Barr, IV*

CAPERS G. BARR, IV  
(signed in his absence to avoid delay)

CGBiv/jth

Enclosures (as stated)



BP0771034

# PGS:

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**RECORDING OF RULES AND REGULATIONS PURSUANT TO THE SOUTH CAROLINA HOMEOWNERS ASSOCIATION ACT, S.C. CODE §§ 27-30-110 et. seq.**  
Tracer Cross-reference: Book V506, Page 237

The undersigned President of The Albemarle Condominiums Association, Inc. (the "Association") hereby certifies that the following Rules and Regulations were duly adopted by the Board of Directors of the Association, and that the same are being recorded in order to comply with the South Carolina Homeowners Association Act, Section 27-30-110, et. seq. S.C. Code of Laws. All previously recorded Rules and Regulations of the Association shall remain in full force and effect.

**The Albemarle Condominiums Association, Inc.**

By (sign name):

Date: 1. 2. 19

Print name: Chris FRASER

Title: President

**ADDITIONS TO THE RULES AND REGULATIONS OF THE ALBEMARLE CONDOMINIUMS ASSOCIATION, INC.**

1. No Residence may be rented for a period of less than one hundred eight (180) days.
2. A \$250 Pet fee is to be paid by new Owners and Residents to the Association that are moving in with pets prior to their move in date.

# 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)

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