



# THE ALBEMARLE

## Rules and Regulations - Issued April 2, 2025

### Contents:

- A. Common Areas
- B. Residences
- C. Repairs and Construction in Units
- D. Provisions for Hurricane Season
- E. Security
- F. Trash and Recycling
- G. Resident's Parking Garage & Guest Parking
- H. Internet and CATV Services
- I. Pet Policy
- J. Pool Rules
- K. Gym and Sauna
- L. Damage and Repairs
- M. Keys and Entry into Residences
- N. Sale, Lease, Assignment & Rental Agreements
- O. Miscellaneous Provisions

### A. 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 appropriate areas throughout the property and on the Albemarle HOA website.

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. Bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall not be allowed to 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.



# THE ALBEMARLE

6. Food and beverage may not be prepared or consumed in the Common Areas, except for social events sponsored by the Association, authorized activities in the Club Room and at tables located on the pool deck.

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.

## B. 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. 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 not be used in or about the Residence except when specifically approved by the Association in writing, 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. Door mats shall not 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, white blinds or white shades as seen from the outside. When replacing window screens, the screen material should match the color of the existing screens.

6. Signs, included but not limited to "Residence for Sale" signs, notice or advertisement shall not 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. Residents shall not make or permit any noises, including but not limited to amplified music, after 10:00pm, or permit any 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.



# THE ALBEMARLE

8. Each Owner shall keep his Residence in a good state of preservation and in a clean and sanitary condition. No rubbish, refuse or garbage will be allowed to accumulate, and no fire hazard will be allowed to exist. Any use or condition which will or may increase the rate of insurance policies for the building are not permitted. Residents shall not sweep or throw any dirt or other substance from doors, windows or balconies.

9. Articles of clothing, towels, laundry and similar items shall not 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.

10. Banners, wind chimes and the hanging of plants or other items from the ceiling of a balcony above are not permitted.

11. Owners shall not use or permit to be brought into the Residences (including by Contractors) any flammable oils, paints, finishes or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed extra hazardous to life, limb or property.

12. Residents are responsible to maintain all water using appliances, fixtures and apparatus in their units, including but not limited to toilets, bathtubs, showers, sinks, hot water heaters, faucets, dishwashers, washing machines, and water dispensers, supply lines, valves and drain pipes. Residences are encouraged to use water leak detection alarms and/or automatic water shutoff systems. New hot water heaters must be installed with a "Flood Stop" type device that automatically shuts off the water supply to the hot water heater in the event of a leak.

13. Owners must not paint, decorate, adorn or place signs or any other item on the outside of a Residence. Holiday decorations for the month of December and the week of July 4th may be temporarily attached to the door. A Mezuzah may be attached to door frames.

14. Owners should have a contract with a Heating and Air Conditioning company to service their HVAC units twice yearly. This service should include cleaning the condensate drains on the units.

15. Owners not in Residence for a period of time should prepare their units for their absence by turning off their main water valve, leaving HVAC at 75 degrees to prevent mildew, cleaning out their refrigerator and turning off their ice maker, closing sink drains and covering toilets with Saran Wrap to prevent evaporation. If leaving a car be sure to leave a key in a place accessible in your unit. Have someone periodically check your unit and make sure your emergency contact info is up to date with the Association.



# THE ALBEMARLE

## C. REPAIRS and CONSTRUCTION IN UNITS

### **Owner's Responsibilities, Construction Permits and Required Notifications**

#### **1. Owners are solely responsible for providing oversight and on-site supervision to ensure that their contractors follow the Rules and Regulations of the Albemarle.**

Depending on the scope, duration and complexity of the work being performed, this oversight may be done by the Owners themselves, by project managers or supervisors working for the contracting company, or by independent third party personnel. The Albemarle's Property Management company and their employees, HOA Board members, and employees of the Albemarle are not responsible for oversight or supervision of contractors working on Owner's units. **In the event that a contractor or Owner violates any of these rules their work will be immediately suspended and the Owner will be responsible for any and all direct and indirect damages caused by their actions in addition to fines levied by the HOA Board.**

2. Owners must receive an Albemarle Construction Permit before construction or renovations are started on their unit, except as noted below. This applies whether the work is performed by the Owner themselves or by contractors. There is no fee for the permit. Examples of construction or renovations requiring a Construction Permit include, but are not limited to:

- Replacing hardwood flooring
- Replacement of a hot water heater (must include a flood stop type device)
- All tile work including floors, shower walls & floors, backsplashes, etc.
- Replacing or renovating kitchen cabinets or countertops
- All Painting, including painting of walls, ceilings, doors, trim, cabinets or furniture
- Replacing a door to the patio
- Removal of existing, or construction of new non-load bearing walls or partial walls
- All drywall work, including walls and soffits,
- Plumbing work done in conjunction with a bathroom or kitchen renovation
- Replacing an HVAC system
- Replacement of windows/window glass
- Addition of any new electrical wiring, such as needed for new recessed lighting, for the installation of a new ceiling fan, new outlets, etc

Examples of work not requiring a Construction Permit include, but are not limited to:

- Replacing carpeting in a room that is already carpeted
- Routine plumbing maintenance or repairs
- Replacing a single plumbing fixture (i.e. sink, toilet or shower glass doors)
- Periodic HVAC maintenance, including cleaning ductwork
- Replacing a large appliance in place (Stove, refrigerator, microwave, washer, dryer)
- Replacing light fixtures that are already in place
- Replacement of an existing ceiling fan with a new fan in the same receptacle



# THE ALBEMARLE

To obtain a Construction Permit, the Owner of the unit must submit a Construction / Renovation Application and schedule a review meeting with the HOA Board through our Property Management company. These meetings can be in person, by Zoom video conferencing or telephone conference call. The number of Board members present at the meeting will depend on the proposed scope of work. At the meeting the Owner should describe the planned construction/renovations, projected start and end dates, materials to be used on the project, contractors to be used in the project and their plan to use off-site parking to minimize the impact of parking in Guest Parking lot.

On the application the Owner must sign an acknowledgement of the Albemarle's Rules and Regulations and agree to be responsible to enforce these rules on anyone working on their unit. If approved, a Construction Permit will be issued. This permit must be affixed to the Owner's door for the duration of the work. The Owners must notify the Management Company no less than 48 hours prior to the actual start of work.

If you are unsure whether a Construction Permit is required, please contact the Property Management Company

3. Owners must also notify our Management Company of delivery of large appliances and they must ensure that elevator wall and flooring padding is in place prior to the delivery.

## **Parking, Building Access and Work Locations**

1. Owners must ensure that all contractors enter the building through the garage gate off Croghan Spur or the garage entrance adjacent to the call box at the guest parking lot. Contractors are not permitted to enter the building through the main lobby entrance off the pool deck.

2. Contractors must use the service elevator for transporting their supplies. Contractors are not permitted to use the Association's carts

3. Contractors are permitted to park in the Guest Parking lot, however, under no circumstances are trucks with attached trailers, moving vans, box trucks and other large vehicles permitted in the Guest parking lot. Contractor vehicles may park in the designated area on Croghan Spur but may not block sight lines of cars entering or exiting the parking garage. For long term projects, Contractors should use off site parking.

4. All construction work on units must be performed inside the Owner's unit. Construction activities, such as cutting tiles or pipes, sawing materials, painting, etc. may not be performed on porches, balconies, or any other area of the Albemarle property, including parking lots and the garage, except for HVAC work performed on the roof.

5. Please remind contractors and vendors that the Albemarle is a smoke free property. This applies to all interior parts of the building, and all outside areas, including the garage and guest parking lots.



# THE ALBEMARLE

## **Licensing, Insurance, Building Permits and Inspections**

1. The Association may require verification that any contractor on the property has the requisite license and carries appropriate levels of insurance, including, but not limited to, workers compensation insurance and liability insurance. The Association reserves the right to deny access to the property to any contractor who does not fulfill these requirements. The amount of liability coverage required from any individual contractor may be determined by the Property Manager based upon the nature of the work contemplated.
2. If the proposed work requires a permit from the local building department, the permit must be issued and presented to the Association for verification before the contractor will be allowed on the property. Additionally, copies of all plans submitted for the permit scope of work must be submitted to the management company before work commences.
3. Any Owner performing work in his or her Unit must permit the Association to inspect the construction site periodically to insure compliance to these rules.

## **Hours of Operation**

1. Construction work performed by contractors and/or Owners must be done Monday through Friday, 8am to 5pm. Please notify the Property Management company if noisy work is expected so your neighbors may be notified

## **Materials and Disposal**

1. Only latex or low VOC waterborne paints may be applied in an Owner's unit. The use of lacquer, oil based polyurethane, oil based enamel, shellac, paint thinner, or any other volatile substances is strictly forbidden inside a Residential unit.
2. Construction materials, debris, furniture or metal may not be disposed down the trash chute, left in the Trash Room, deposited in the dumpsters or left on the property.
3. Paint brushes and painting supplies must be cleaned in an Owner's unit or taken off site. Residual paint must not be disposed in any stormwater drains on the property.
4. Only steel framing materials are allowed on renovations, whether load bearing or not. (wood framing is not permitted). Electrical wiring must be metal clad (romex is not permitted). PEX is permitted.
5. Carpeting or tile shall not be installed on the balconies or patio areas.
6. Installation of hallway entry doors or exterior doors and windows requires management approval and must be performed according to the Association's specifications.



# THE ALBEMARLE

## Protecting Hallways and Common Areas from Damage

1. It is the owners responsibility to ensure that the hallway carpets and the service elevator are protected during construction. Owners are responsible for all damages caused by their contractors to any part of the Albemarle building and grounds.

## Violations and Fines

1. In the event that an Owner or contractor violates any of these rules their work will be immediately suspended and the Owner will be responsible for any and all direct and indirect damages caused by such actions. In addition, fines will be levied by the HOA Board, including but not limited to:

- Failure to obtain a Construction Permit: \$1,000
- Using a prohibited paint, varnish, lacquer or other volatile substance: \$2,000 (minimum)
- Causing damage to other units: Actual cost for repairs of the unit
- All other violations: \$250 (minimum) per instance

## D. HURRICANE SEASON

1. Hurricane season runs from June 1st to November 30th
2. 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.
3. 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.

## E. SECURITY

1. Security's 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. The gate to the parking garage may be left open only to accommodate large deliveries of goods or materials, or for move ins and outs. Owners must be present to supervise such activities. Under no circumstances may the garage gate be left open and unattended.
4. Residents should use caution when lending key fobs to any third party, as they responsible for any rules broken and damages that may occur by the third party. For





# THE ALBEMARLE

extended construction jobs, a temporary Construction Fob may be obtained from the Property Management company.

5. All key fobs and parking garage “windshield tags” shall be deactivated upon the move-out of an Owner or Tenant. New Owners or Tenants may purchase new key fobs and windshield tags to access the parking garage from the management company.

## F. TRASH and RECYCLING

1. All garbage and recyclables from the Residences shall be deposited in the dumpsters and recycling bins provided by the Association.

2. Each floor has a trash chute located in the private storage rooms halls. 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.

3. Recycling bins for cardboard, paper, plastics, glass, and aluminum cans are located in the Residences' parking garage near the Trash Room.

4. Cardboard boxes should be broken down and placed in the recycle bins. Large boxes should be broken down and put in the dumpsters located in the Trash Room.

5. Construction materials, debris, furniture or metal shall not be disposed down the trash chute, left in the Trash Room, deposited in the dumpsters or left on the property.

6. Electronic items such as cell phones, batteries, computer and televisions should be disposed at the Charleston County Recycling Center.

## G. RESIDENTS' PARKING GARAGE and GUEST PARKING

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. Vehicle(s) belonging to an owner or to a member of the family or guest, tenant or employee of an owner shall not impede or prevent ready access to any other owner's parking space. The owners, their employees, agents, visitors, licensees and the owner's family will obey the parking regulations posted at the parking areas and driveways and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the owners. Junked vehicles which cannot operate on its own power shall not 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.





# THE ALBEMARLE

3. An owner or resident shall not cause or permit the blowing of any horn from any vehicle of which his family or guests are occupants, approaching or upon any other driveways or parking areas serving the property.
4. Bicycles should be kept in Bike racks. Bicycles kept in racks must be registered with the property management company. Owners of Bicycles in unridable condition will be asked to be remove them from the racks. It is recommended that bicycle owners record the serial numbers on their bicycles.
5. The Residents' parking garage is for residents only. Contractors, agents and outside vendors shall not be permitted in the garage, even on a temporary basis
6. The Guest Parking is for temporary guests, delivery personnel, and contractors and vendors without attached trailers as specified in Section C. Trucks with attached trailers, moving vans and other large vehicles are not permitted in the guest parking lot.

## H. INTERNET and CABLE TELEVISION SERVICES

1. The Albemarle has an agreement with WOW, LLC to provide cable television and wired broadband services to all Residences. Owners or Tenants wishing to use WOW services must contract directly with WOW, LLC for these services, and must deal directly with WOW for any issues with WOW provided services
2. Owners and tenants have the right to contract with other service providers for any streaming service or internet service that does not use the existing wiring in the building.
3. Radio or television antennas shall not be attached to, or hung from, the exterior walls, windows, roof, decks or balconies of the Residences, nor shall any such antenna be installed by a Residence owner in any manner visible from the exterior of the building.

## I. PET POLICY

### **General Provisions**

1. Only Albemarle resident owners are permitted to house domesticated pets in their units. Tenants (renters) and guests of tenants are not permitted to have animals on site. Tenants under leases signed prior to December 2, 2020 who have pets shall be exempt from this provision until the expiration of their lease, or the non-lapsing renewal thereof.
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.



# THE ALBEMARLE

3. 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.
4. Dangerous breeds of animals are not permitted, including Pit Bulls, Bull Terriers, Rottweilers, Doberman Pinchers, Boxers, and Wolf breeds. Only domesticated breeds of dogs, cats, fish, or birds are permitted, and the definition of those breeds shall be determined by the Board in its sole and absolute discretion.
5. 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.
6. All waste from pets shall be picked up and properly disposed of outside of the buildings in pet waste receptacles or other trash bins.
7. Animals shall not be left alone on any balcony, deck or courtyard of a Residence when the owner is not present with the animal.
8. Owners shall indemnify the Association and hold it harmless against any loss, damage or liability of any kind or character whatsoever arising from or growing out of having any bird or animal in the Regime.

## **Registration and Notification**

1. All pets must be registered with the HOA and proof of vaccination and weight must be provided at the time of registration. This documentation must be signed by a licensed Veterinarian and sent directly to the Property Management Company.
2. A non-refundable Pet fee of \$300 is to be paid at closing by new owners with pets or current owners who obtain a new pet.

## **Limitations on Pets**

1. Pets are not allowed to make physical contact with any carpeted, wood, or tiled flooring surfaces in the common areas of the building, including hallways and elevators. Pets may be transported through any common area in a carriage, personal wagon, or pet carrier. They may also be held by their owners or dog walkers in such a manner that they do not come in contact with the floor surfaces listed above while in the common areas of the building.
2. Animals shall not be kept, used, or bred for any commercial purpose.
3. Only small animals are permitted and no animal that will normally exceed, at full maturity, or that actually exceeds 35 pounds, shall be kept in any



# THE ALBEMARLE

unit. Pets that were registered by Owners prior to December 2, 2020 that exceed this weight limitation are "grandfathered" but if and when replaced, the new pet must comply with the weight limitation.

4. Owners at the time of the implementation of this policy may not keep more than two pets in the owner's unit, with the exception of fish in a tank.
5. Pets may be walked on the concrete exit stairways, but not on the carpeted hallways leading to the stairways.

## Care and Training

1. Owners are responsible for the house training, grooming, and cleansing of their pets. Owners are wholly responsible for immediate cleaning up after their pets, particularly in common areas and particularly as a result of urination or solid waste on carpets, floors and walls of all common areas, including hallways, entrances, lobby areas and public gathering places.
2. Residents are responsible for any damage caused by their pets, whether under they're supervision or that of a caregiver or other representative of the owner. Any damage caused by cleaning chemicals, or other such materials used in remediation of said damage is also the full responsibility of the owner.
3. Owners must keep their pets clean and are liable for those that are conspicuously unclean, or parasite infested.
4. Owners may, at the sole discretion of the Board be asked to remove pets that are unclean and/or parasite-infested and/or who exhibit aggressive, dangerous, or potentially dangerous behavior.
5. Pets must be kept on a leash and under control at all times on Albemarle property and shall not be left unattended.
6. The Board may, in its sole discretion, set a schedule of warnings and fines for serious breaches of this policy.

## ADA Policy

1. The Federal American with Disabilities Act (hereinafter "ADA") defines a service animal as "*any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability [...]*." C.F.R. §35.104 and §36.104. This law helps distinguish between those who are in a protected class with a recognized disability that requires a service dog from ordinary pets or emotional support animals.
2. The Albemarle will honor regulations under the Americans with Disability Act (ADA) and Fair Housing Act (FHA) and will make reasonable accommodations for service dogs and emotional support animals when appropriate. However, adherence to the current Pet Policy



# THE ALBEMARLE

should not interfere with many if not most of the services that a service or emotional support animal can provide to their owners.

3. Residents with a service dog and/or emotional support animal are not automatically exempt from complying with the regulations in the Albemarle Pet Policy. Any Resident who cannot meet the requirements in the current Pet Policy must contact the HOA Board to request reasonable accommodation from the policy.

4. For additional information on this topic, please contact our Property Management company.

## J. POOL RULES

1. The pool is to be used by owners and their tenants and guests. Guests not residing with the owner must be accompanied by the owner at the pool.

2. Pool hours are from 8am to 8pm.

3. There is no lifeguard on duty. Swim at your own risk and obey all posted signs.

4. Children under 18 must be supervised by an adult.

5. Floats are not permitted in the pool except for noodles or child safety flotation devices.

6. Glassware or glass containers are not allowed in the pool area.

7. Please dry off before entering the building.

8. Additional pool regulations are posted in the pool deck area.

## K. GYM and SAUNA

1. The gym and sauna are to be used by Owners, their tenants and guests. Guests not residing with an Owner shall be accompanied by an Owner in the gym.

2. Use equipment at your own risk. Use equipment for intended use only, and keep hands away from moving parts.

3. Consult a physician before beginning an exercise program.

4. Wear appropriate exercise clothing and proper shoes.

5. Please wipe down equipment after use and return it to a proper position.

6. Children under 18 must be supervised by an adult.



# THE ALBEMARLE

7. If you are pregnant or in poor health consult a physician before using sauna.
8. Exit sauna immediately if you feel dizzy, uncomfortable or sleepy.
9. Breathing hot air while under the influence of alcohol, drugs or certain medications may cause unconsciousness.

## L. DAMAGE and REPAIRS

1. 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
2. Any damage to the Buildings, recreational facilities, Common Areas or equipment caused by any resident or their guests shall be repaired at the expense of such Owner.
3. In the case of water leaks or flooding, Residents should attempt to shut off main water supply valve 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.
4. 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.

## M. KEYS and ENTRY INTO RESIDENCES:

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. Each Owner shall supply a key to their Residence to the Property Management company for use in the event 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 property management company with a key within 24 hours of such alteration or installation.
3. 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 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.



# THE ALBEMARLE

## N. SALE, LEASE, ASSIGNMENT and RENTAL AGREEMENTS

1. The Association is to be paid a fee of \$300 from new Owners, and lessees prior to moving in and moving out of The Albemarle. This fee helps to defray the cost of installing protective coverings in the elevators and on the flooring. 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 of the Master Deed for further information.
3. A "Lease Permit" is required for an Owner to lease (rent out) their Unit. A Leasing Permit shall be obtained by a written application to the Board through the Property Management company. Such application may be submitted in paper mail or e-mail, which the Property Manager shall deliver to the Board for determination based on the number of Units available to be leased. If there are no units to be leased based upon the maximum being met or exceed, the application shall be placed on a waiting list.
4. 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 prior to moving in.
5. A lease which does not comply with The Albemarle's covenants and the South Carolina Horizontal Property Act is a violation of these rules.
6. 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.
7. The Association may revoke a Lease Permit when a Tenant or Owner fails to comply with these Rules and the Owner does not take action to require the Tenant to come into compliance, or when fines resulting from the Tenants actions become past due.
8. 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.
9. 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 have their lease permit cancelled, be fined by the Association and reported to the city of Charleston.



# THE ALBEMARLE

10. The Association does not allow estate sales or yard sales on any residential unit or common area that are open to the public. An estate sale that is open to only Albemarle residents is allowed, pending notification of the Management company.

## O. MISCELLANEOUS PROVISIONS

1. Owners shall not 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 or email 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.

5. THESE RULES AND REGULATIONS MAY BE MODIFIED, ADDED TO, OR REPEATED AT ANY TIME BY THE ASSOCIATION.