

# ONE COOL BLOW

CHARLESTON, SOUTH CAROLINA

Pursuant to the authority vested in the Board of Directors of **ONE COOL BLOW CONDOMINIUM ASSOCIATION, INC.** (“*Association*”), the following rules and regulations of **ONE COOL BLOW HORIZONTAL PROPERTY REGIME** have been adopted by the Board of Directors of the Association (“*Board*”) to govern the use of the Property, as defined in the Master Deed recorded in the Register of Mesne Conveyances Office for Charleston County in Book 9 at Page 425 (as amended from time to time, the “*Master Deed*”), together with any improvements built thereon (the “*Condominium*”). The rules and regulations contained herein are in addition to the prohibitions and restrictions contained in the Articles, the Bylaws, and the Master Deed, including, without limitation, those contained in Article 13 of the Master Deed. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Master Deed.

## **A. Rules and Regulations of the Association**

### **CONDOMINIUM, UNITS AND COMMON ELEMENTS:**

1. **Residents and Guests.** The rules and regulations hereinafter enumerated as to the Condominium, the Units, and the Common Elements shall be deemed in effect until amended by the Board of the Association and shall apply to and be binding upon all Owners and Occupants (together, “*Residents*”; and each a “*Resident*”). Residents shall, at all times, obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their family members, pets, guests, invitees, servants, lessees and any other persons over whom they exercise control and supervision (collectively, “*Guests*”). No differentiation is made between Residents and their Guests, and punitive measures, including, without limitation, lease termination, assessment of fines, and loss of privileges, may be taken against Residents whose Guests violate the rules and regulations of the Condominium.

2. **Use of Units.** The use of the Units shall be consistent with existing laws and the restrictions set forth in the Master Deed, the Articles and the Bylaws and shall not constitute a nuisance. With the exception of the Commercial Units, each of the Units shall be occupied only as a residence by Residents and their Guests and for no other purpose.

3. **Obstruction of Common Elements.** Common Elements shall not be obstructed, littered, defaced or misused in any manner and shall be kept free and clear of all rubbish, debris and unsightly materials. No garbage, coolers, plastic containers, or other refuse may be left outside the Units or within the Common Elements. Destruction or damage caused to a Common Element shall be the responsibility of the Owner responsible therefor, and any and all repairs necessitated thereby shall be at the expense of said Owner.

(i) Abandoned or discarded personal property is prohibited from being stored, kept or allowed to remain for a period of more than twenty-four (24) hours upon any portion of the Common Elements without the prior written permission of the Board.

(ii) Interior walkways may be used only in the usual manner but in no event as an area for storage. Articles of clothing, linens, towels and other similar materials may not be hung or draped from interior hand rails.

4. **Noise.** Residents shall exercise extreme care to minimize noises in the use of musical instruments, radios, television sets, amplifiers and other similar equipment so as not to disturb other Residents. Between the hours of 11:00 pm and 7:30 am, no noise shall be made that can be heard by Residents in other Units that will, in the sole discretion of the Board, interfere with the rights, comfort or convenience of the other Residents.

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(i) The Condominium is constructed of concrete, and vibrations can be felt throughout, so be courteous when you close your door as other Residents may not hear it slam but they might feel it.

5. **Nuisance.** No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or may become an annoyance or nuisance to the other Residents, or which may be injurious to the reputation of the Property.

6. **No Smoking.** The Condominium is built according to LEED standards and designed to be environmentally friendly. Accordingly, no smoking within the Common Elements, including the parking areas under each building. However, should residents wish to smoke in a respectful manner, smoking is permitted on the roof and in between the buildings only. Cigarette butts are litter (see rule 3), the accumulation of cigarette butts will result in modification to this rule.

7. **Off Limit Areas.** Residents and their Guests are expressly prohibited from standing, walking on, accessing or otherwise tampering with the green roof areas. Absolutely no sitting on the railings, parapets or fifth floor Unit rooftops.

(i) It is critical that Residents, Guests and animals **not walk on the green roof**; this damages the system and prevents the plants from growing together for continuous coverage.

8. **Cleaning/Dusting.** No rugs, carpets, mats, or similar items may be dusted or cleaned from the windows of the Units or from interior walkways. Such items may be cleaned within the Units or in the parking lot and not in any other portion of the Condominium. No garments, rugs, towels, or other personal items may be hung from the rails, windows or other portions of the Units.

9. **Window Coverings.** Window treatments are restricted to traditional window coverings including blinds, shutters (interior), and white-backed curtains. Windows facing interior walkways must be covered. Towels, bed sheets, tapestries and similar materials are expressly prohibited for use as window coverings.

10. **Unit Modifications.** No Resident may make any exterior change, alteration, or construction (including painting and landscaping), nor erect, place or post any object, sign, antenna, playground equipment, light (except for reasonable seasonal decorative lights), storm door or window, artificial vegetation, exterior sculpture, fountain, flag (except as permitted under the Freedom to Display the American Flag Act of 2005, as amended), or thing on the exterior of the Buildings, in any windows, or on any Common Elements without first obtaining the written approval of the Architectural Review Board of the Condominium.

(i) Residents shall not cause or permit anything to be placed on the outside walls of any of the Buildings or placed on windows which are visible from the outside of the Buildings, and no sign, canopy, shutter, or radio or television antenna (satellite dish) shall be affixed to or placed upon the exterior walls or roof or any part of any Unit without the prior written approval of the Board.

(ii) No Resident shall perform any maintenance which may result in a change or alteration to the exterior of the Unit without the prior written approval of the Board.

(iii) Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Buildings or which would structurally change the Buildings except with the approval of the Board.

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11. **Insurance.** Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on any Building or contents thereof without the prior written consent of the Board. No Resident shall permit anything to be done or kept in his or her Unit or in the Common Elements which will result in the cancellation of insurance on any Building or contents thereof, or which would be in violation of any law.

(i) Each person using any of the Common Elements does so at his or her own risk. Neither the Board nor the Association assumes any responsibility for any accident or injury resulting in personal injury, death or property loss or damage in connection with the use of any Common Element.

12. **Responsibility for Minors.** Children shall, at all times while on the Property, act in an orderly manner without creating disturbing noises or being a nuisance to Residents. Parents and or caretakers are at all times responsible for the general conduct of their children. The cost of repair and/or replacement for damage to Common Elements or personal property will be strictly enforced against the parents of the child responsible for same. Parents and or caretakers are urged to pay special attention to their children's conduct while in elevators and in and around the parking areas. The Board reserves the right to promulgate additional rules and regulations specifying minimum age requirements for unsupervised minors' use of or entry into any Common Element, including, without limitation, the green roof.

13. **Grilling.** Grilling or barbecuing is permitted on roof top only.

14. **Falling Objects and Interior Walkways.** No material of any nature, including, without limitation, water, sand and dirt, may be pushed off the edge of any interior walkway. These materials must be swept into some type of container and removed. No object may ever be thrown or otherwise allowed to fall from any interior walkway.

15. **Signs.** No sign, nameplate, signal, advertisement or illumination shall be inscribed or exposed on or at any window, door or terrace of any Unit without the express prior written consent of the Board.

16. **Fireworks.** The use, storage or discharging of fireworks on the Property is prohibited.

17. **Roller Skates/State Boards.** Roller skates, skate boards and roller blades, which are rendered inherently dangerous by the design, grading, curving and use of our Property, and by the numbers of people and vehicles using same, are not permitted anywhere on the Property.

18. **Solicitations.** Solicitation, whether verbal or by the distribution of forms or other papers or documents, is not permitted on the property.

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## PARKING

19. **General Parking Restrictions.** Parking shall be as provided in the Master Deed. All motor vehicles shall be currently licensed. No repair or maintenance of vehicles is to be done in parking spaces or within the Common Elements. No jet skis, boats, boat or other trailers, all-terrain vehicles, school buses, recreational vehicles or commercial trucks or vehicles shall be parked on the Condominium without prior written approval of the Board. This restriction does not apply to commercial trucks or vehicles parked temporarily on the Common Elements by workmen or subcontractors. Motorists shall at

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all times drive carefully and in conformity with conditions and circumstances on the ramps and in the parking areas and shall in no event exceed a five (5) miles per hour speed limit.

(i) Each Unit will be allocated one gate opener, or clicker, and one parking decal (collectively a "Parking Pass") permitting the use of one Parking Space. There are no reserved Parking Spaces, all parking is strictly on a first come, first serve basis. Recipients of Parking Passes will be required to fill out a vehicle information sheet for the primary vehicle(s) that will be parking on the Property. The parking decals may be transferred from one registered car to another but not between Owners. Parking Passes and vehicle information sheets will be updated annually.

(ii) Owners will be charged \$150.00 to replace any lost, stolen or misplaced clicker. Clickers are assigned a number, and the number assigned to a lost, stolen or misplaced clicker will be deleted from the system so that access to the parking area will no longer be granted thereby.

(iii) Annually the Board will assess the number of Parking Passes to be issued. Owners occupying their respective Units will have the option to receive an additional Parking Pass. Owners renting their Unit(s) will then be able to purchase any remaining Parking Passes for a fee of \$200.00 per year, or \$50.00 every three months, preference will be given to larger units. Owners occupying their respective will then have the option to purchase, for a fee of \$200.00 per year, or \$50.00 every three months, a third parking pass from any remaining Parking Passes. Should demand exceed the number of allotted Parking Passes for any given year those seeking an additional Parking Pass may petition the Board. The additional charge for the one extra Parking Pass will not be prorated during any quarter.

(iv) To insure parking of only authorized vehicles, and to avoid towing and/or fines, parking decals MUST be displayed in the front or rear windshield. Vehicles parked on the Property without a decal may be towed at the owner's expense. The property management group will heavily police the parking. Residents may report unauthorized vehicles by calling or emailing the property manager.

(v) Owners of Commercial Units will receive two clickers, and employees will receive parking decals. Employees are allowed to park in the back parking lot during business hours only (6:30am to 6:30pm, Monday through Friday), employee vehicles may not be left over night. Employees working on the weekend must park on the street and come in the front door.

(vi) Park only in designated Parking Spaces, all vehicles MUST be parked between the painted lines. Handicap spaces are specifically marked and are, of course, reserved for vehicles identified as transporting handicapped individuals. If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Resident's Unit, is obstructing the flow of traffic, is parked other than in a Parking Space, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately at the owner's expense.

(vii) Vehicles which by virtue of their size cannot be accommodated entirely within the painted parking lines for a single Parking Space are prohibited.

(viii) Excessive noise including stereos, exhaust systems or revving of engines from any motorized vehicle (including motorcycles) is prohibited. Individuals driving motorcycles shall attempt to coast on the Property and make as little noise as possible. Strict adherence to the quiet enjoyment rules must be followed at all times. Enforcement of these rules will be at the discretion of the Board.

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(ix) Long term parking or storage of vehicles in excess of seven (7) consecutive days is prohibited without expressed permission of the Board.

(x) Junk vehicles or inoperable vehicles may not be driven, towed, parked or stored anywhere on the Property.

**Any violation of parking rules will subject the violator to possible fines and/or towing and removal of the vehicle from the Property at the Resident's expense. The Association and its Board assume no responsibility for any damages to a vehicle caused by its removal.**

20. **Bicycles.** Bicycles are permitted on the Property. Bicycle owners will be solely liable for their conduct, and for any personal injuries or property damages sustained as a result of their operation. Bicycles cannot be left unattended in the corridors and walkways or chained to outdoor railings. All bicycles must be stored in designated areas or inside of the Units.

21. **Motorcycles/Scooters/Mopeds.** Motorcycle, Scooter and Moped parking is limited to those designated areas on the far west side of Building 300 and the far east side of Building 100 where long horizontal locking bars are located.

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## GARBAGE / RECYCLING CENTER

22. **Trash Receptacles.** All garbage must be put into garbage bags and deposited in the trash receptacle. Bags must be placed INSIDE the trash receptacles, not on or around them. Larger items such as cardboard boxes must be broken down before being placed in a trash receptacle.

23. **Recycling.** The recycling service provider will not dispose of recycling containers "contaminated" with non-recyclable items. All non-recyclable items must be placed in a trash receptacle (i.e. non-recyclable plastic bags used to carry recyclable glass bottles must be placed in a trash receptacle after the bottles are removed). Please contact the Association for a complete copy of the recycling rules.

(i) The recycling company will not pick up cardboard boxes. Accordingly, all cardboard boxes must be broken down and put in the dumpster. Alternatively, cardboard can be taken to the County of Charleston Recycling center located two blocks north at 13 Romney Street (at the corner of Romney & Morrison Drive).

24. **Disposal of Furniture & Personal Items.** Do not leave furniture or personal items, including, without limitation, clothing, books, and household goods, of any type in the garbage/recycling center. Please drop any such items off at Habitat for Humanity located four blocks north at 731 Meeting Street (on the left just past Riker Street.) or contact Habitat for Humanity at (843) 722-7145 to arrange for pick up.

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## PETS

25. **Limit of Two Pets per Unit.** Residents shall keep no more than two (2) dogs and/or cats (in any combination), for a total of two (2) pets per Unit. Residents must clean up after the pets within their Units.

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26. **Pet Waste.** Animal waste is STRICTLY prohibited within the Condominium. There is ample space outside of the Condominium for pets to do their “business”, and bags for collecting such waste are available through the Association. Waste left by any pet within the Condominium must be immediately removed by the Resident or Guest responsible for the pet.

(i) The green roofs shall not be used as a bathroom for pets. Pets and pet waste are strictly prohibited on the green roofs.

(ii) Pet waste damages the landscaping and is prohibited on the grounds by the parking lot.

27. **No Pets On Roof.** Pets are not allowed on the roof top Common Elements.

28. **Leashes.** Pets must be kept on a leash and be under the physical control of a responsible person at all times while on the Common Elements, but excluding the Limited Common Elements, and pets may not be left unattended outdoors or kept unattended outdoors; provided, however, pets need not be leashed within enclosed patio areas when attended by a responsible person.

29. **Pet Inoculations.** Pets must maintain current inoculations for rabies and any such other diseases for which inoculations are customary for the particular breed of any such pet.

**Any abuse of pet guidelines may result in fines and/or a Resident’s loss of pet privileges.**

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## SECURITY

30. **Security Doors/Gates.** Do not prop open any of the security doors or gates. Make sure all doors and/or gates properly close and lock behind you.

31. **Security Cameras.** Security cameras are located within the Condominium; however, this is a detective measure not a preventive measure. Be aware of your surroundings and report any issues or concerns including trespassing, loitering or other disturbances. The non-emergency number for the Charleston Police Department is (843) 577-7074. The emergency number is 911.

32. **Unit Keys.** The Association shall maintain a key to each Unit in the Condominium. No Resident shall change existing locks or install additional locks unless duplicate keys therefor are provided to the Association.

(i) Owners contracting with local vendors for Unit alterations and/or maintenance, other than that provided by the Association, are solely responsible for providing vendor with keys.

(ii) It is not the intention of the Association to authorize entry into an Owner’s Unit for the mere sake of access. Entry will be restricted to maintenance requirements and addressing emergency situations or conditions within the Unit which appear to or actually do threaten or damage other Units or the Building itself. At such times, only personnel authorized by the Association will be authorized to enter.



## LEASING

The Master Deed includes the following provisions related to leasing units. The below have been paraphrased, see Article 14 of the Master Deed for the complete provisions.

33. **Term.** All rentals must be for an initial term of not less than 6 months.
34. **Scheduled Move In & Move Out.** Move in date and time must be communicated to and approved by the HOA forty-eight hours in advance. Move out date and time must be communicated to and approved by the HOA forty-eight hours in advance.
35. **Age Restriction.** No lease may be entered into by an individual lessee that has not attained the age of twenty-two.
36. **Lease Review.** A copy of the lease shall be delivered to the Board at least 10 days prior to the effective date of the lease. The Board reserves the right to approve the form of the lease prior to the effective date.
37. **Background Checks.** The HOA Board reserves the right to require background checks of lessee(s), and any other occupants of the Unit.
38. **Lessee Approval.** The HOA Board reserves the right to approve or reject the lessee(s), and any other occupants of the Unit.
39. **Sub-Leasing.** There shall be no sub-leasing of units.
40. **Compliance.** The following language shall be incorporated into the lease by the existence of this covenant on the Unit:
  - a. Compliance with the Master Deed, By-Laws and Rules & Regulations
    - i. Any violation of the Master Deed, By-Laws and Rules & Regulations by the lessee or any occupant is deemed to be default under the terms of the lease authorizing the unit Owner to terminate the lease.
    - ii. The Owner hereby delegates and assigns the power and authority of enforcement against the lease for such breaches, including the power and authority to evict the lessee as attorney-in-fact.
    - iii. In the event that the Association proceeds to evict, any costs shall be an assessment against the Unit.
  - b. Use of the Common Elements
    - i. Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements of the Condominium.
  - c. Liability for Assessments
    - i. When a unit Owner becomes more than 30 days past due on their assessments, the delinquent Owner hereby consents to the assignment of any rent received from the lessee. See 14.2(b)(iii)

Further to the above provisions included in the Master Deed, the following Leasing Rules have been adopted by the Board:

41. **Lessee Documentation.** The Owner must provide HOA with the following documents at least forty-eight hours in advance of the tenant moving anything into the unit:
- “Rental Information Form” – all fields must be fully complete for each occupant
  - “Understanding and Acknowledgement of the One Cool Blow ‘Rules and Regulations of the Association’ Including the Zero Tolerance Policy” - signed and dated by each occupant
  - Executed copy of the Lease
  - Completed parking form(s)

NOTE – All documents must be compiled and submitted as one package, any incomplete component(s) constitutes failure to comply.

42. **Occupants.** All Occupants must be included on the lease, unless previously approved by the HOA Board.

43. **Number of Occupants.** The number of occupants is limited to the following, unless previously approved by the HOA Board.

- 785 square foot units – two (2)
- 1175 square foot units – three (3)

44. **Mandatory Eviction.** Upon issuance of the third fine for any violation of the Master Deed, By-Laws and Rules & Regulations, the HOA Board is obligated to execute the provisions detailed in 7(a) above.

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## GRILLING

45. **Grill Registration.** All grills must be registered & approved by the HOA before being placed on the roof. Any unregistered grill found on the roof will be removed by the HOA & donated to a local charity.
46. **Operation.** All grills must be kept in good working order. Grills may be removed by the HOA at any time if the following conditions apply: (a) grill is no longer functional (b) grill is leaking fluid, debris or ash or otherwise leaving markings on the patio (c) grill stand is not sturdy enough to hold the grill upright at all times (d) presence or use of the grill is cause of safety concerns for the residents.
47. **Location.** When in use, grills must be placed at least three (3) feet from the outer wall of the building and not within ten (10) feet of any air conditioning units. Grills may never be placed within five (5) feet of the walkways around the railings or ten (10) feet of the elevators or stairwell access.



48. **Covers.** When not in use, all grills must be covered by a solid black or gray weather-resistant grill cover.
49. **Storage of Accessories.** No grill supplies such as charcoal, lighter fluid, grilling tools, etc. may be stored on the rooftop patio.
50. **Forfeiture of Privilege.** Any residents found to be responsible for littering the rooftop patio or other common areas will forfeit their privilege of maintaining a grill.
51. **Supervision.** Grill usage must be under the supervision of a One Cool Blow unit owner or lessee. Unaccompanied guests are not allowed to use a grill on the property. Anyone under the age of 18 is not allowed to use a grill on the property.

## **B. Enforcement and Fines**

The Board may impose fines in such reasonable sums as they deem appropriate against Owners for violations of the Condominium Instrument, including the rules and regulations, by Residents or their Guests until the violation is remedied. Fines are not to exceed: (i) One Hundred Dollars (\$100.00) per first offense violation; (ii) Two Hundred Dollars (\$200.00) per second offense violation; and (iii) Two Hundred Dollars (\$200.00) per week thereafter. Each day of a continuing violation shall be a separate violation. All such fines, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, shall be a charge on the fined Owner's Unit and shall be a continuing lien upon the Unit of the Owner against whom each fine is levied. Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior; and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure in the same manner as mortgages are foreclosed under South Carolina law.

Any Owner against whom a fine has been levied may request a hearing; provided, however, such request must be made prior to the date the levied fine is due. The hearing shall be held before a committee of other Owners. If the committee does not agree with the levied fine, the fine may be retracted. The procedure of the hearing shall be, at a minimum, as follows:

The party against whom the fine is levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

- (i) A statement of the date, time and place of the hearing;
- (ii) A statement of the provision(s) of the Master Deed, Bylaws, or rules and regulations which has allegedly been violated; and
- (iii) A short and plain statement of the matters asserted by the Association, including the amount of any proposed fine or damage charge.

## **C. Opportunity to Respond**

The Owner against whom a fine has been levied shall have an opportunity to respond, to present evidence and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

**D. Compliance with Documents.**

All Residents and Guests shall comply with all of the terms, conditions, covenants, restrictions and limitations contained in the Master Deed, the Articles and the Bylaws.

**E. Rule Changes.**

The Board reserves the right to change or revoke existing rules and regulations and to make such additional rules and regulations from time to time as, in its opinion, shall be necessary or desirable for the safety and protection of the Property and their Residents and Guests, to promote cleanliness and good order of the Condominium and to assure the comfort and convenience of Residents and their Guests; provided, the same shall be subject to the restrictions on such changes, amendments or modifications set forth in the Master Deed and Bylaws.

**F. Location for Posting Notices.**

All notices of Owner meetings and meetings of the Board shall be posted in an area of the Condominium designated by the Board from time to time as the location for posting of such notices.