

**55 LAURENS STREET**  
**Horizontal Property Regime**  
**Rules and Regulations**

Effective Date January 1, 2024

Property Manager Contact:

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## RULES AND REGULATIONS

### INTRODUCTION

These Rules and Regulations were adopted by the Board of Directors as a guideline for unit owners, residents and tenants of 55 Laurens Street in order to promote the enjoyment of living in the condominium and protect the value of the units and the property. The quality of condominium living at 55 Laurens Street is dependent upon mutual cooperation and respect for each other and each other's property. Owners, residents and tenants are asked to exercise restraint, tolerance and consideration toward each other.

All owners, residents and tenants must be familiar with these Rules and Regulations and should govern themselves accordingly. It is the responsibility of owners to assure that their residents, guests, contractors, service people, etc. are aware of and comply with these Rules and Regulations.

### A. GENERAL

1. The Association is not responsible for any personal property nor is it responsible for any damage associated with the unit owner's employment of anyone to serve as an agent in carrying out various activities.
2. The Property Manager is to be made aware of how entry can be gained to a unit in the event of an emergency. In most cases unit owners will provide the Property Manager with a key. If no provision is made to gain entry and in the event of an emergency, the Association or the Property Manager will break through the front door or gain entry in whatever way possible under the circumstances. Damage repair will be the responsibility of the unit owner.
3. All Association assessments, including monthly regime fees are due on the first day of the month. "Assessments received after the 10th day of the month will be charged a 10 percent late fee. Assessments and installments thereon paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall be subject to a late payment penalty equal to \$50 per month for each month overdue. All payments made upon account shall be first applied to the late payment penalty and then to other amounts which are due."
4. Complaints regarding the management of the Association or regarding the actions of other unit owners shall be made in writing to the Board of Directors or the Property Manager.
5. No unit owner shall direct, supervise, or, in any manner attempt to assert control over or request favors of any employee of the Association or its Property Manager.
6. Solicitors are not allowed on the property
7. Nothing shall be done in a Unit or on the Limited Common Elements or on the Common Elements, which could result in an increase to the Association's insurance coverage or violate government restrictions.
8. Garbage and refuse is to be placed in the proper receptacles located on the driveway side of property. No garbage or trash shall be placed elsewhere on any Common Elements and the property is to be kept in a clear and orderly appearance.
9. In case of an emergency, the unit owner shall notify the Property Manager and if appropriate, police, fire and emergency health personnel. If there are repairs needed to the exterior of the Mansion or on the Common Elements, the unit owner shall notify the Property Manager. If there are repairs needed on the inside of the units, it shall be the responsibility of the unit owner to make any repairs. In the case of a renter, the unit owner or the owner's representative shall be notified of any necessary repairs. The Property Manager may be willing to make such repairs after being notified by the unit owner.

### B. USE OF UNITS

1. The units at 55 Laurens Street are to be used as single-family dwellings for the use of the owner, their family, guests and renters only.
2. It is the unit owner's responsibility to keep their unit in a good state of preservation and repair. A unit owner may make alterations within that unit, but may not change the configuration of the unit or impair its structural integrity.
3. The front gate at the driveway is controlled by a remote device which each unit owner has and the gate is to remain in the closed position except when entering or leaving the premises
4. No unit owner, occupant or lessee shall install wiring for electrical or telephone installation, television antenna, cable, or air conditioning units, etc., on the exterior of the building or that protrude through the walls or roof of any building except as authorized by the Board.

5. Unit doors of the Mansion shall be kept closed except when in use.
6. Hurricane damage protection devices are the responsibility of the unit owner. However, they are to be immediately removed once the hurricane threat has passed. Any objects, which are outside the unit are to be removed by the unit owner if such objects could serve as wind driven missiles during such a storm.
7. No occupant of a unit at 55 Laurens Street may operate a business from the property without the express written consent of the Board of Directors.
8. No activity shall be carried on in a unit or on the Limited Common Elements or the Common Elements, which can be construed as offensive to one's neighbors.
9. Noise shall be kept to a minimum during the day and noise is not permissible from 11:00 pm. to 8:00 am.
10. No signs shall be placed in the units or on the Limited Common Elements or Common Elements, except as authorized by the Board.
11. Beach towels, blankets, and clothing are not to be left outside to dry or air out

## 12. DRIVES, PARKING, AND STORAGE

- a. The parking situation is currently under review on how to expand from 8 to 10 spaces. Currently there are only 8 parking spaces available. Each unit is limited to one parking space in the rear parking area, except Unit I is limited two parking spaces., as space is available. There is available through the City of Charleston parking stickers and guest passes for additional parking on the street. Only currently licensed automobiles, SUV's and pickup trucks in working order are permissible. All other vehicles, specifically including boats and trailers and any other trailer, are prohibited.
- b. There shall be no obstructions or items stored on the common elements. Bicycles and other items may be stored in the shed at the rear of the property after approval of the Property Manager.
- c. With the exception of government and emergency vehicles, unit owners are responsible for vehicles providing services to their unit

## 13. ANIMALS

- a. Tenants are permitted to have a pet only at the discretion of the unit owner. A pet owner may be kept in a unit so long as it is not construed as a nuisance with particular attention to size, noise and clean-up pet deposits. It will be the responsibility of the owner and / or pet owner to be present and have control when the pet is in the common areas, for cleaning up after their pet or any damages caused by their pet.

## E. SALES AND RENTING/LEASING OF UNITS

1. Time-sharing is not allowed at 55 Laurens Street.
2. Units may be rented by the unit owner or its representative, but the Property Manager and the other owners are to be notified of any rental of a unit. There shall be no rental to undergraduate college students or anyone under the age of 25 years old. No more than two people per bedroom can occupy the unit. Renters shall not be allowed to have children occupy the unit without the permission of the unit owner and the Board of Directors.
3. Rentals shall be for a minimum of one month, preferably longer term rentals.
4. There shall be no smoking allowed for renters or guests within the units or in the common areas of the Mansion.
5. **Owners** who rent or lease their units shall be responsible for approving potential tenants and shall provide the Property Manager with a copy of the rental agreement showing that the tenant has a copy of these Rules and Regulations and agrees to be governed by them.

## F. GROUNDS AND LANDSCAPING

1. It is the responsibility of the Landscaping Contractor to plant and maintain all the plants, trees, shrubbery on the property. If a unit owner wishes to make any additions or suggestions for the landscaping, the owner should contact the Property Manager, who in turn will discuss any changes with the Landscaping Contractor.

## G. MOVE-IN / MOVE-OUT AND CONSTRUCTION PROCEDURES

1. Guidelines attached to this document
2. Complete attached application and return to President and/ or Association Manager

## H. ENFORCEMENT OF RULES AND REGULATIONS

Under the provisions of the By Laws and the Master Deed of 55 Laurens Street H. O. A., the Board has the power and duty to adopt any rules and enforce those rules. The Board may authorize the Property Manager to carry out selected enforcement actions, but enforcement authority remains with the Board, which will have final discretion and authority.

Any resident may report a violation of these Rules and Regulations by submitting a written statement describing the violation to either the Property Manager or the Board. This statement should contain the name of the alleged violator, nature of the violation, an approximate time and date of the violation. The submitting party must sign any such statement. The requirement for a written statement will be waived in the case of any observed violation which, in the reasonable judgment of the observer, appears to threaten personal injury or property damage, in which case a verbal report should be immediately made and later followed by a written report.

If the Property Manager and/or the Board determines that a violation has occurred and create a compilation of the violation occurrences, to include the following:

- Complainant
- Brief description of the violation
- Date / Time and Location
- Date of Submission
- Response of the Property Manager
- Retention of all correspondence: emails, photos, etc.

If the Property-Manager and/or the Board determines that a violation has occurred, the Property Manager and/or the Board shall send the violator written notice identifying the violation and a warning that the violation must cease or be corrected within 24 hours of the notification. If the violator fails to cease the violation or take corrective action within 24 hours of notification, corrective legal action may be taken by the Board of Directors. Any expense incurred by the Property Manager or the Board in the proper enforcement of the Rules and Regulations, including court costs, attorney's fees, Association fees and damages incurred due to the violations, shall be assessed against the unit owner responsible for such expenses and damages. All unpaid expenses, including interest, shall constitute a lien against the unit.

### FINE STRUCTURE:

- Occurrence: A registered Letter will be sent by the Property Manager
- 2<sup>nd</sup>: A fine of \$150 will be billed to the Owner's account
- 3<sup>rd</sup>: A fine of \$500 will be billed to the Owner's account
- 4<sup>th</sup>: Cease and Desist order initiated by Legal Counsel

\*It is the responsibility of the Property Manager to issue letters, manage the collection of fines and seek Legal Counsel when necessary.

The Board reserves the right to alter, amend, modify, repeal, or revoke these Rules and Regulations at any time.

This document is effective January 1, 2024.

\_\_\_\_\_  
Signature of Board of Directors

Date \_\_\_\_\_

Effective: January 1, 2024

Move In/ Move Out and Construction Notification:

- The President and Property Manager will be notified a minimum of three days prior to an intended move. The implementation of this element of the new policy is so that residents will be afforded the opportunity to plan around any potential restrictions to movement throughout our common areas, resulting from the loading and unloading of vehicles, installation of ramps, protective coverings on flooring, etc.

-Permitted Days and Times:

Monday-Saturday,  
excluding, New Years Day, Memorial Day, the 4th of July,  
Labor Day, Thanksgiving and Christmas.

8:00AM - 6:00PM\*

\* 8:00PM (due to unanticipated delays)

-Required Preventative Measures:

Objects too heavy or cumbersome to be hand carried and thus transported by dolly or hand truck will require protective flooring materials to be installed. The point here is to emphasize taking responsibility and being proactive in order to protect our shared investment. It is highly recommended that any existing damage to components in the common areas be photographed prior to moving, for illustrative purposes.

-Deposit/Worksheet

(delivered within 72 hrs. of the intended move date, to the property manager)

\$500.00 Check or Money Order made to:

55 Laurens Street HPR Mansion/Common Reserve

The check will be returned (minus any reimbursement for damages sustained during a move) within 10 business days.

**CONSTRUCTION:**

**ANY WORK** which could impact other residents, ie, repairs to plumbing, wiring, replacement of major appliances, etc.

requires the following to be strictly adhere to:

Verification of :

License

Insurance (personal injury, liability)

Certified Bond

Required permits issued by the City of Charleston, displayed in compliance with the Inspector's Office.

It will be the responsibility of the individual unit owner to confirm that these requirements have been met.

Deposit:

Required for the transport of materials, equipment or machinery which may cause damage to common areas to include the gates to the parking areas as well as to the pedestrian gate.

- All requirements of Move In / Move Out apply to construction,

- Liability :

If determined by the Board that any of the preceding requirements have not been adhered to, the responsible party will appear before the Board to respond to their concerns.

The following penalty will be assigned if it is determined that the offending party did knowingly and willfully choose to violate these Rules and Regulations.

- Fine:

\$500.00 to be paid within 14 days of the determination by the Board.

Costs for all needed repairs to include superficial marring, stains, dents, and plaster damage will be assumed by the responsible party and remuneration will be required with 5 days of each occurrence.

**55 Laurens Street**  
**Move In/ Move Out or Construction**  
**Owner Application**

President and Property Manager notified:

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Deposit submitted: \_\_\_\_\_ Date: \_\_\_\_\_

Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

**Contractor Documentation:**

License No. : \_\_\_\_\_

Insurance Policy: \_\_\_\_\_

Bond Issuer: \_\_\_\_\_

Permits: Received \_\_\_\_\_ Posted at Unit \_\_\_\_\_

Description of Work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ie: location and how debris will be addressed, measures to be exercised during the course of the event to prevent damage to common areas, daily cleanup, etc. Additional information which may anticipate potential questions from the Board.