

AMENDED AND RESTATED RULES AND REGULATIONS

ONE VENDUE RANGE HORIZONTAL PROPERTY REGIME

(Adopted and approved as of August 1, 2013)

The original Rules and Regulations of the One Vendue Range Association were attached as an Exhibit to the recorded Master Deed. Section 21 of the original Rules and Regulations states: "The foregoing Rules and Regulations are subject to amendment and may be supplemented by other rules and regulations promulgated by the Board of Directors." Section 14.3 of the Master Deed states: "Amendments to Rules and Regulations may be made by a majority of the Board of Directors." The Rules and Regulations have been amended by the Board of Directors from time-to-time. The Amended and Restated Rules and Regulations below have been adopted by a majority of the Board of Directors of the Association pursuant to such authority and amend, restate and replace the original Rules and Regulations and all subsequent amendments thereto.

In order to create a congenial, pleasant, safe and dignified living atmosphere that is respectful of the concerns of Owners of Units, these Rules and Regulations have been adopted. These Rules and Regulations supplement the Master Deed of the Regime and the Bylaws of the One Vendue Range Homeowners' Association. They apply to Owners and their families, tenants, guests, agents, invitees, contractors, and employees.

1. Residential and Business Usage.

1.1 Residential Units: Residential Units shall be utilized for single family residential purposes only. No business or business activity shall be carried on in any Residential Unit at any time; provided, however, that, to the extent allowed by applicable zoning laws, private business activities may be conducted in a Unit as long as such use is incidental to the primary residential use of the Unit, does not violate any applicable law, involve any exterior signage or advertising of the Unit as a place of business, require frequent visits by clients or business associates to the Property, or unduly contribute to parking, traffic, telecommunications or security problems for the Property, all in the sole opinion of the Board of Directors.

1.2 Non-Residential Units:

1.2.1 Units 1.15 and 1.16 (Public Restrooms and Street Marketing Areas in Building One): The Owner of such Units shall maintain them in a clean and well-kept condition compatible with the condition of the Common Elements. The Public Restrooms and Street Marketing Area shall be locked at all times except during daylight hours, but the Owner of such Units may elect to impose more restrictive hours of use. The Owner of a Street Marketing Area Unit shall cause the Unit to be limited to use by licensed vendors that are permitted in other historic residential districts of the City of Charleston; provided, however, that the Owner of the Street Marketing Area Unit or the Public Restrooms may further restrict uses in such areas.

1.2.2 Unit 3.11 (Gallery in Building Three): Unless otherwise approved by the Regime, the use of the Gallery shall be limited to public art exhibitions during daily periods of 9:00 A.M. until 9:00 P.M. (or such more restrictive hours as the City of Charleston shall determine). Notwithstanding, not more frequently than

once in a calendar month, the Gallery and/or the small public park between the Gallery and Prioleau Street (the “Park”) may be used for other functions approved by the City of Charleston that terminate no later than 10:00 P.M., provided that (i) if such function uses the Gallery, it will be held within the enclosed portion of the Gallery, (ii) no sound amplification system shall be used as part of the function, (iii) the function would not reasonably be deemed to cause noise, maintenance, security, safety, or other problems for the Association or Owners of Residential Units in Building Three; and (iv) the Association and Residential Unit Owners in Building Three are notified of the function at least two (2) days prior to the date of the function. The Gallery and/or the Park may be used for other limited special events that, in the sole discretion of the Association, do not cause noise, maintenance, security, safety, or other problems for the Residential Units or specific Residential Units, provided that such other limited special events are expressly approved in advance by the Association.

1.2.3 **Park:** The Park between the Gallery and Prioleau Street is owned by the City of Charleston, not the Association. Pursuant to the deed conveying the Park to the City, vendors are not allowed in the Park. As a condition of the original purchase of the One Vendue Range land from the City, the Association is responsible for maintaining the grounds and landscaping in the Park in a clean and well-kept condition comparable with One Vendue Range.

1.3 **Other Permitted Uses:** The provisions above shall not preclude (i) such business activity of the Association or any Management Agent as is reasonably required for the effective operation of the Property, (ii) showing of any Unit for sale or permitted leasing purposes during normal business hours and in accordance with any procedures established by the Board of Directors to preserve a congenial, pleasant, safe and dignified living atmosphere, or (iii) business operations of the Declarant, its agents, successors or assigns during the period of constructing and marketing the Property.

1.4 **Timesharing and Rentals:** Pursuant to Section 10.3 of the Master Deed, in order to alleviate problems of security and disruption associated with frequent changes in occupancy, Units shall not (a) be divided into or operated as “timeshares” or interval ownership segments or (b) be leased or rented for periods less than ninety (90) consecutive days. If rented or leased, the Unit Owner shall ensure that Occupants of the Units understand and fully comply with the provisions of this Master Deed and these Rules and Regulations. If rented or leased, the Unit Owner shall notify the Management Agent or such other entity as the Board of Directors shall determine, in writing, in advance of occupancy, of the name(s), home address(es), and home telephone number of the renter(s) or lessee(s). If requested by the Management Agent or the Board of Directors, the renting or leasing Owner shall provide evidence reasonably satisfactory to the requesting entity to confirm the term of rental or lease.

2. Use of Rooftop Club and Other Common Elements.

Any Owner wishing to use the Rooftop Club or other Common Elements for a private event shall be required to comply with such additional specific rules or conditions as may be determined by the

Board of Directors or the Management Agent, as more fully delineated on Exhibit A attached hereto. These rules may include fees or deposits for costs of staff, cleanup, utilities, damages, etc. In order to reduce safety and noise concerns, unless otherwise expressly approved by the Board of Directors or the Management Agent, use of the Rooftop Club is limited to the hours of 7:00 A. M. to midnight. Persons less than sixteen (16) years of age must be accompanied by a person who is sixteen (16) years of age or older. Access for personal guests or invitees of a Unit Owner must be authorized by a Unit Owner or Occupant who is sixteen (16) years of age or older. Currently, Fire Department rules limit to 30 the number of persons who may be present on the Rooftop Club at any time.

3. Prohibited Uses.

The Owner and Occupants of a Unit shall not permit or suffer anything to be done on the Property that will, in the sole reasonable opinion of the Board of Directors or Management Agent, (i) increase the insurance rates on the Unit or the Common Elements over those rates that would reasonably be anticipated from use of the Unit for its normal purposes, (ii) obstruct or interfere with the rights of other Unit Owners or the Association, (iii) violate any law, permit or regulation of a governmental body.

4. Owner Responsible for Conduct of Others in Unit.

Each Unit Owner shall be deemed responsible to the Association for the results of the actions or omissions of Occupants of the Unit and their agents, invitees, guests, and pets while on the Property, but the responsibility of the Unit Owner shall not relieve any Occupant of the Unit or their agents, invitees, or guests from any liability to the Association or any other Person for their acts.

5. Access to the Property.

Access for personal guests or invitees to the Unit of a Unit Owner may be authorized by the Unit Owner and Occupants of the Unit who are sixteen (16) years of age or older. Personal guests and invitees may not authorize access for others unless given approval to do so by the Board of Directors or the Management Agent. Only persons with proper authorization may remain on the Property. The Management Agent may establish additional check-in or sign-in procedures and time limits for vendors, suppliers, repair and service personnel, etc. Upon request of the Management Agent or its employee, an Association employee, a law enforcement official, security personnel retained by the Association, or any Unit Owner or Occupant who is eighteen (18) years of age or older, a person on the Property shall provide proper identification and, if purportedly an authorized guest or invitee, shall provide the name, Unit number and telephone number of the person who authorized access for the person.

6. Pets.

No animals, livestock, reptiles, fowl or poultry shall be raised, bred or kept on the Property, except that no more than two (2) dogs, cats or other non-exotic household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and are housed within the Unit. Such household pets must not constitute a nuisance or cause unsanitary conditions. Frequent or continuing barking or howling of a dog or any other frequent or continuing noise caused by a pet that is clearly audible in another Unit shall be a nuisance. Pets shall not be allowed on Common Elements (other than Limited Common Elements serving only the Unit in which the pet is kept) unless the pet acts in a non-threatening way to other persons and is under leash or is carried by a

responsible person. No pet shall be permitted to leave its excrement on Common Elements and the owner of such pet shall cause such excrement to be immediately removed. The Board of Directors shall have the right to determine, in its sole discretion, whether a particular pet meets the criteria set forth above, and, if not, it may require the owner or keeper of the pet to remove such pet from the Property.

7. Offensive Activities.

Noxious, offensive or illegal activities shall not be carried out on the Property, nor shall anything be done thereon that reasonably is an annoyance or nuisance to the Occupants of other Units or persons properly using the Common Elements. Without limiting the generality of this provision, the following shall not be permitted on the Property: (a) speakers, horns, whistles, bells or other devices that emit sounds that are clearly audible in other Units or the Common Elements (other than Limited Common Elements serving only the Unit in which they are located), except security and fire alarm devices or other devices expressly approved in writing by the Board of Directors, or (b) unusually bright, flashing or pulsating lights that are visible from another Unit or the Common Elements (other than Limited Common Elements serving only the Unit in which they are located).

8. Signs and Mail Receptacles.

Unless otherwise expressly permitted in writing by the Board of Directors or the Management Agent, an Owner shall place no sign, advertisement or notice on the Property other than inside such Owner's Unit (in which case the sign, advertisement or notice shall not be visible outside the Unit), or within Common Elements reserved by the Board of Directors for such purposes, in which case the sign, advertisement or notice shall comply with any procedures or criteria approved by the Board of Directors. This provision shall not apply to any signage systems that are part of the original construction of the Property or any replacement therefor that is substantially the same as the original signage. The Board of Directors shall have the right to issue specifications for and/or approve as to location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similar delivered materials; property identification markers; and name signs.

9. Antennas and Telecommunications Equipment.

Unless otherwise expressly permitted in writing by the Board of Directors or the Management Agent, no television, radio or other telecommunications antenna, aerial, component or dish shall be erected on a Unit or the Common Elements in a manner that causes it to be visible under normal use conditions from another Unit or the Common Elements (other than Limited Common Elements serving only the Unit in which it is located). No telecommunications equipment installed on the Property after completion of construction shall unreasonably interfere with the operation of normal telephone, television or other telecommunications systems for other Units, as determined by the Board of Directors.

10. Approval of Modifications.

(1) Unless otherwise expressly permitted in writing by the Association, no painting, decoration, attachment to, or modification of a Unit or Limited Common Element that would be visible from any other Unit or any portion of the Common Elements, no modification of the Common Elements (including Limited Common Elements), and no

modification of the structural, mechanical, HVAC, electrical or plumbing systems of a Unit (together, the “Modifications”) shall be permitted until (a) two (2) sets of plans showing the nature, shape, dimensions, materials, color and location of the Modifications have been submitted to and approved by the Association or its designee and (b) a licensed architect or engineer, as applicable, shall provide a written certification that any Modifications of the structural, mechanical, HVAC, electrical or plumbing systems of a Unit shall not have any adverse impact on the Common Elements or Limited Common Elements.

(2) Approval by the Association pursuant to paragraph (1(a)) shall also be required for a large scale replacement or modification of components or finishes serving only the Unit; including but not limited to, mechanical, electrical, HVAC, plumbing, painting or wood floors. Exclusion to this requirement would only be for minor replacement of no more than two (2) fixtures (e.g. faucets, lighting etc.) or minor repairs and maintenance (e.g. touch up painting, wallpapering a single room, routine service to HVAC equipment, etc.) of equal or better quality that is compatible with other systems in the Unit and the Building and complies with applicable codes. Paragraph (1(b)) would not apply to this minor replacement and repair exclusion.

(3) The Owner of the Unit for which Modifications requiring approval pursuant to paragraphs (1) and (2), above, are proposed shall deposit with the Association an amount determined by the Association Manager to be adequate to reimburse the Association for any cleaning and repair of Common Elements which may be necessary, in the sole opinion of the Association Manager, as a result of the Modifications. However, any such deposit shall not constitute a limit on the amount that may be due from the Owner for any necessary cleaning and repair of Common Elements. Upon completion of the Modifications, any sums not expended by the Association shall be promptly refunded by the Association.

(4) Prior to commencement of the Modifications, the Owner of the Unit for which the Modifications are proposed shall (a) provide to the Association Manager a copy of all building permits required by the City of Charleston and other regulatory authorities regarding the Modifications, (b) execute an Indemnity Agreement in the form attached hereto as Exhibit B, (c) provide to the Association Manager a copy of the insurance certificate of the contractor(s) in the form referenced in the Indemnity Agreement, and (d) notify all surrounding owners, that may be impacted, of the scope of work and timeline proposed.

(5) Upon completion of the Modifications, the Owner of the Unit shall provide to the Association a copy of any final inspection(s) required by the City of Charleston and other regulatory authorities regarding the Modifications, evidencing that the Modifications have been approved.

(6) Unless otherwise expressly approved by the Association Manager, all work on the Modifications shall occur between the hours of 9:00 A.M. and 5:00 P.M. on Mondays through Fridays. Proper protection of the flooring in the entranceways, elevators and common area hallways and the elevator walls is required for the duration of the Modification project and, whenever practicable, such protection should be removed when

work is not in progress.

(7) The Owner shall accept full responsibility for taking all necessary steps to mitigate with the contractor any, and all, complaints, such as, but not limited to, noise, air quality, and mechanical system concerns, by other property owners in the Association.

(8) Owner shall insure that no components of the Association's fire protection system are damaged or compromised during any renovation or remodel within the Unit. The removal and/or protection of any device or component of the system, including but not limited to smoke detectors, sprinkler heads and pull stations and the wiring supporting the system, must be performed by or supervised by the fire protection system maintenance company contracted by the Association at the Owner's expense. Costs to repair any damage to the fire protection system as a result of failure to comply with this rule will be the Owner's expense.

(9) The Association may determine that certain attachments to a Unit or any portion of the Common Elements, such as, without limitation, balcony ceiling fans, must be uniform in appearance and location in order to preserve One Vendue Range visual harmony.

(10) The Association shall have four (4) calendar weeks from receipt of all required information to review the submitted information. It may approve, reject or modify the proposed plans based on its perception of the consistency and harmony of the plans with the Master Deed, the original structure, and other practical and aesthetic factors deemed appropriate by the Association. If notice of approval, disapproval, proposed modification or request for additional information is not received by the submitting Owner within such four (4) calendar week period, the plans shall be deemed approved. If the Board of Directors determines that professional advice is required in order to evaluate the submitted information or to monitor the execution of the proposed modification, it may impose reasonable fees to cover the costs to the Association. Such fees shall be payable by the applicant as a pre-condition of such evaluation or modification.

(11) Compliance with the above procedures is not a substitute for compliance with other applicable building, zoning, subdivision and development standards ordinances and codes, or other covenants that may apply to the work. The Association, the Management Agent, and their respective officers, employees and agents shall not be responsible for any defects in any plans or specifications approved by the Association, nor for any defects in any work done according to such plans and specifications.

11. Trash.

Trash, garbage or other waste shall be placed in areas designated by the Board of Directors or the Management Agent. Except when moving household garbage or waste to designated disposal or pickup areas, it shall be kept in closed, sanitary containers inside the Unit. Household garbage or waste deposited at designated disposal or pickup areas shall be stored in sealed plastic bags. No trash, garbage or other waste shall be left on decks or porches or in Common Elements not expressly intended for such storage), such as corridors, steps, and driveways or pathways.

12. Obstruction and Use of Common Elements

Unless otherwise expressly approved in writing by the Board of Directors or Management Agent, (a) corridors, steps, and driveways or pathways for ingress and egress shall be used for no other purpose other than normal transit through them and (b) nothing shall be stored or kept on any part of the Common Elements (including Limited Common Elements). Corridors, steps, and driveways or pathways shall not be used as play areas.

13. Parking.

The Board of Directors may assign parking spaces for the exclusive use of specified Units. Unless expressly approved by the Board of Directors or Management Agent:

13.1 Unit Occupants and agents, guests or invitees of Unit Occupants shall not (a) park any vehicle except in the parking space(s) reserved for that Unit or in parking spaces reserved for overflow Occupant parking, as determined by the Board of Directors, unless expressly permitted by the Owner or tenant of the Unit having the right to park in such parking space, or (b) park in such a manner as to unreasonably impede ready access to another parking space.

13.2 The Board of Directors may require that vehicles parked in a parking space (a) register with the Management Agent, (b) display a sticker or permit specified by the Management Agent and (c) comply with such other procedures as may be approved by the Board of Directors.

13.3 Parking spaces shall not be rented or assigned to persons who are not Occupants of One Vendue Range. Parking spaces shall not be rented or assigned to persons who are Occupants of One Vendue Range for periods that exceed the term of rental of the Unit to such Occupant. All such parking space rentals shall terminate upon conveyance of the Unit to which the parking spaces are assigned. If the Occupants of a Unit do not require use of a parking space assigned to the Unit, and wish to rent or assign the parking space for use by other Occupants, the Owner of such Unit shall notify the Board of Directors or the Management Agent of the name and Unit number of the other Occupant to whom the parking space has been rented or assigned, and the period of such rental or assignment. If the Occupants of a Unit do not require use of a parking space assigned to the Unit, and wish to make the parking space available for use by other Occupants, the Owner of such Unit shall notify the Board of Directors or the Management Agent of the period during which such rental or assignment is available and the rental amount, if any, that the Owner will accept. The Board of Directors or the Management Agent shall maintain a list of such available parking spaces for review by One Vendue Range Occupants. Nothing shall preclude the Association from using or renting an available parking space for visitor parking or other uses.

13.4 No motorcycle, golf cart or other motorized recreational vehicle shall be parked or stored in parking areas unless (a) operable and properly licensed and (b) parked or stored in a parking space assigned to the Owner or Occupant having control of such vehicle. Unless otherwise expressly approved by the Management Agent, only one vehicle shall be parked in a parking space.

13.5 The Association and Management Agent shall not be responsible for any loss of or damage to vehicles or articles within vehicles parked on the Common Element.

14. Unauthorized Vehicles and Uses; Towing.

14.1 Unless otherwise expressly approved by the Board of Directors or the Management Agent, no unlicensed or inoperable vehicle; mobile home; boat; house trailer or other trailer; camper; motor vehicle with sleeping facilities; bus; or truck or commercial vehicle over one (1) ton capacity shall be parked or stored on the Property; provided that trucks and other commercial vehicles that will reasonably fit into a designated parking space or other space approved by the Board of Directors or Management Agent shall be permitted on the Property for loading, unloading or maintenance services during normal business hours; and emergency vehicles shall be permitted on the Property at any time when reasonably required.

14.2 Vehicle repairs on the Property shall be limited to minor emergency repairs requiring a short period for completion, such as replacement or charging of a dead battery or repair of a flat tire.

14.3 Vehicles violating these Rules and Regulations may be towed at the sole cost and risk of the violator and without notice to the violator.

15. Storage and Protection of Elevators.

The Association and Management Agent shall not be responsible for any loss of or damage to articles stored by Owners or Occupants in any Common Element approved by the Board of Directors for such purpose. Owners or Occupants and their agents shall use appropriate pads to protect elevators when moving furniture or equipment.

16. Responsibility for Damage to Common Elements.

If any maintenance, repair, or replacement of any portion of another Unit or the Common Elements is required because of the negligent or willful act or omission of an Owner or Occupant of a Unit, then such Owner or Occupant shall be responsible for such maintenance, repair, or replacement. (For further provisions, see Article IV of the Master Deed.)

17. Keys, Locks and Emergency Access.

In order to respond to emergency situations or deal with problems in adjacent areas, the Management Agent shall retain a passkey for each Unit, which key shall be kept in a locked space under the control of the Management Agent. Except in situations reasonably believed to be emergencies or situations in which access is reasonably believed to be needed to prevent damage to the Unit or adjacent areas, access to a Unit shall occur only during normal business hours and then, whenever practicable, only upon advance notice to the Owner of the Unit. Keys for Units shall not be altered or installed without prior consent of the Management Agent, which shall not be unreasonably denied. If consent is given, the Owner shall provide a copy of the replacement key to the Management Agent.

18. Solicitations.

Persons soliciting contributions or the purchase of goods or services, and persons seeking to distribute materials, brochures or information may be denied access to the Property unless (a) expressly required by law or (b) expressly invited, by name, as a guest of a specific Unit Owner or tenant, in which event the person invited shall limit the solicitation to the person(s) expressly inviting them.

19. Grills.

Because of safety and insurance concerns, only natural or propane gas or electric grills are permitted on the Property. Grills burning charcoal, wood, paper or other flammable materials are prohibited. Use of permitted grills shall include proper and reasonable procedures for fire prevention, cleanup, and smoke and odor control.

20. Excessive Noise Complaint Procedure for neighboring properties enrolled in “Noise Treaty.” Any resident, believing that any entity that is a party to the Association’s Noise Agreement has exceeded the stipulated noise level, will report same to (a) The Property Manager during normal business hours, and (b) The Association President, or in his absence, his designated Representative, after normal business hours. Individual owners shall not contact the offending Treaty member or the Police. The Representatives above will seek enforcement of the Treaty provisions if a violation has been found to have occurred.

21. Collection of Past Due Assessment

Should any member become 60 days or more in arrears in their assessments the Board’s policy will be to notify the owner of the delinquency,

21.1 Attach a lien for the unpaid amount plus estimated attorney’s and other costs pursuant to filing said lien

21.2. Discontinuance of Service.

(A) Services may be refused or discontinued to any Unit for any of the reasons listed below. Unless otherwise stated, notwithstanding Rule 22, the Owner shall be allowed a reasonable time, not to exceed fourteen (14) days, from the date of notice of such violation in which to comply with the rule before service is discontinued. For purposes of this Rule, “Services” means those things that the Association charges against an Owner and/or Unit as Assessments or Common Expenses.

(1) Where the Owner is in arrears on or fails to pay its pro rata share of Assessments in accordance with its Percentage Interest on a timely basis, the Association may, in its sole discretion, and in addition to any of its remedies and powers under the Master Deed and Bylaws, including, but not limited to, the levying of late charges and interest on the amount delinquent, discontinue any and all utilities that are paid for by the Association and charged as Common Expenses, including but not limited to, electrical, water and/or wastewater service, cable, elevator or any other utility or service furnished to such Unit and/or Owner and paid as a Common Expense.

- (2) Services may be discontinued in accordance with this Rule until such time as the Owner makes arrangements for payment of the Common Expenses to the satisfaction of the Board or pays all Assessments due and owing to the Association, including late charges, interest and other applicable charges.

21.3 At 120 days, the Board may file a personal law suit against the owner to seek payment of the assessment, penalties and interest, and collection costs pursuant to the Master Deed.

22. Penalties for Violations.

22.1 In the event of failure to comply with these Rules and Regulations, the Board of Directors shall take such action as it determines is appropriate to enforce the Rules and Regulations or to remedy the problem caused by the failure to comply. Without waiver of any other enforcement rights that the Board of Directors, the Association or any Owner may have under the Master Deed or applicable law, the Board of Directors may also impose a Special Assessment on the applicable Unit of up to \$100 for each violation of these Rules and Regulations.

22.2 For an initial violation, the Board of Directors shall give the non-complying Owner or tenant of the applicable Unit written notice of the violation and, if desired, the action that is required in order to cure the violation. Unless otherwise provided in the Master Deed or these Rules and Regulations, or unless the Board of Directors or Management Agent determines that the violation constitutes a safety hazard, violation of law or an emergency situation, the Owner or tenant shall have 24 hours from receipt of notice, or such additional time as may be authorized, in writing, by the Board of Directors or Management Agent, to cure the violation or to provide reasonable evidence that no violation exists. No further notice shall be required prior to enforcement after notice of the initial violation is given.

23. Waivers of Rules and Regulations.

The Board of Directors or the Management Agent may, for good cause, as determined in its sole discretion, waive violations of these Rules and Regulations. Such waiver shall be in writing and a copy of such waiver shall be either maintained for a reasonable period in the offices of the Association or recorded in the Register of Mesne Conveyance Office for Charleston County, South Carolina.

24. Amendment of Rules and Regulations.

The foregoing Rules and Regulations are subject to amendment and may be supplemented by other rules and regulations promulgated by the Board of Directors.

Exhibit A

ONE VENDUE RANGE ASSOCIATION Procedures for Reserving One Vendue Range Common Areas Approved July 31, 2015

In recognition of the need for fairness and consideration of all homeowners, the Board of Directors has established the following regulations for the private use of the Common Areas in One Vendue Range.

1. Any private event on the Building One Rooftop or in the Terrace Gardens must be sponsored and attended by a Member of the Association, hereafter known as “Leasing Owner.” The Leasing Owner may not sponsor an event for a third party non-resident.
2. The Leasing Owner agrees to pay a use fee of \$200 for exclusive use of the common areas. An exclusive event is defined as ANY event with twenty (20) or more people that is not organized by the OVR Association. This fee will be collected at time of booking and will not be waived. This fee will not apply if the Leasing Owner does not require exclusive use, however the reservation procedures within must still be followed for events with ten to nineteen (10-19) people.
3. Any Leasing Owner shall provide no less than seven days advance notice to the Association Board of Directors, through the Managing Agent, and approval is subject to availability and appropriateness of the event. If an owner hosts a party without notifying the Board, a fine of \$600 will be levied.
4. An event may be scheduled for no more than four hours between 9:00 a.m. and 10:00 p.m. and shall not exceed fifty (50) people. No more than one (1) night per week, nor four (4) nights per month, will be reserved for private events. The Board and Management reserve the right to limit reservations for the common areas during holiday and high occupancy periods, e.g. Christmas, New Year’s, Memorial Day, Labor Day, July Fourth and the days preceding or following any holiday.
5. All homeowners and residents will be notified of the exclusive event via email no less than five days in advance of the event.
6. Only minimal rearrangement of furnishings will be permitted as determined by the Board and/or the Managing Agent. The Leasing Owner shall be responsible for insuring the area is restored to its initial condition, subject to inspection.
7. The Leasing Owner must maintain door security at all times. Under no circumstances may the main entrance door be left open and unattended.
8. The Leasing Owner must take into consideration parking impacts and must take prior affirmative action to mitigate such impacts. Failure to mitigate shall cause the Leasing Owner to be subject to fines and/or towing of improperly parked vehicles.

9. The Leasing Owner shall be responsible for any damage. Costs for repair or restoration will be charged to the Leasing Owner. Any costs to clean the common areas or repair damages incurred during the event shall be the responsibility of the Leasing Owner. All catering supplies, food, beverages, garbage, etc., shall be removed immediately at the end of the event.
10. Noise shall not exceed the City of Charleston's noise ordinance nor pose a nuisance to other homeowners or neighbors. NO amplification of any kind will be permitted.
11. The Leasing Owner shall sign a Lease Agreement, stating that these guidelines have been reviewed and the Owner agrees to indemnify and hold harmless the Association, its Board of Directors and/or Managing Agents.

I, _____, agree to the Regulations stated above.
 (please print name)

Owner's Signature _____ Date _____

Owner's Unit #: _____

Date/Time of Event: ____/____/____ ____:____ to ____:____ am/pm

<p>Office Use:</p> <p>Received by _____</p> <p>Date _____</p>

ONE VENDUE RANGE ASSOCIATION
Reservation Request

Name: _____

Unit: _____

Requested Date: _____ / _____ / _____

Requested Time: ____:____ am/pm to ____:____ am/pm

Number of Guests: _____

Catering: Yes/No

Bar: Yes/No

Office Use:
Received by _____
Date _____
Approved by _____
Date _____

Exhibit B

Indemnification Agreement

In consideration of the benefits to the undersigned Owner of a One Vendue Range Unit (the "Owner") from being allowed to undertake the Work referenced below, the Owner agrees as follows:

1. Owner shall indemnify and hold harmless One Vendue Range Association, Inc. (the "Association"), its members, directors, officers, employees, and agents, including, without limitation, the Association's Management Agent (together, the "Indemnified Persons"), against all claims, demands, loss, damages or other expenses, including reasonable attorney's fees and expenses incurred in defending against such matters, against the Indemnified Persons arising out of proposed modifications relating to Unit _____ (the "Unit") or Limited Common Elements reserved for the use of the Unit (together, the "Work").

2. Prior to commencing the Work, the Owner shall provide to the Association's Management Agent, a certificate of insurance from the contractor(s) who will perform the Work. Such certificate shall be in a form reasonably acceptable to the Management Agent, shall name the Association and the Owner as "additional insureds" under the contractor's insurance policy, and shall provide evidence that the contractor has existing insurance providing not less than \$1,000,000 in liability coverage and \$500,000 in property damage coverage, each on a per occurrence basis.

3. Owner shall accept full responsibility for taking all necessary steps to mitigate with the contractor all complaints, such as, but not limited to, noise, air quality and mechanical system concerns.

In witness whereof, the Owner has executed this document this ____ day of _____, 20____.

Signature

Print Name:

Signature

Print Name:

Note: If the Unit is owned by more than one person (such as a husband and wife), each person should sign this Agreement.