



Rules and Regulations

General

The fundamental purpose of community rules and regulations is to provide the framework within which people can live amicably in a group setting by being courteous and respectful to their neighbors and surroundings. Additionally, these guidelines provide a basis for protecting equity of owners in the Association. The policies establish the standard of living at 100 East and protect the rights and investment of owners. Prospective residents and their guests must be willing to support, maintain, and enhance the lifestyle these rules help create.

1. All common areas are for the exclusive use of 100 East residents and their guests. Residents are responsible for the conduct and safety of their guests at all times. Because the facilities are for the enjoyment of residents, in-town guests should be limited. Discretion should be exercised at all times and sensitivity to residents must be the first priority. The Board of Directors has the right to limit the number of guests that may accompany any resident at any time.
2. 100 East is not responsible for any personal property loss or damage which may occur on or within the common areas.
3. No cooking grills of any kind are to be used or stored in any unit, nor shall personal grills be stored in the pool area on the roof. Grills are provided for residents' use in the pool area. Portable kerosene or natural gas heaters are not allowed (and are not legal for use in multi-family homes).
4. Smoking is not permitted anywhere on the premises of 100 East.
5. No obnoxious, offensive, or unlawful activity shall be conducted within any unit or in the common areas. Such activity is defined as behavior which may be a nuisance to others or endanger the health and safety of any person.
6. Association quiet hours extend from 10:00 p.m. until 7:00 a.m. During this time, residents must be especially cautious about noise they make in the hallways (e.g., trash chute, boisterous activity, etc.) and their units (e.g., televisions, stereos, vacuuming, allowing doors to slam, etc.).
7. In addition to these rules and regulations, "Article VI – Restrictions and Easements" in the 100 East Master Deed should also be reviewed.



Architectural Control and Construction Rules

The purpose for specifying architectural control in community associations is to maintain uniformity and balance within the association. These guidelines not only govern minor changes that could affect consistency throughout the premises, but also apply to potential construction work within individual units. Owners must receive advance approval from the Association Manager and Board of Directors before any construction shall take place in their unit. If approval is granted, the Association Manager can aid in preventing potential construction problems while keeping the premises peaceful and quiet for your neighbors. The following construction rules are intended to prevent remodeling or repair work proposed for your unit from adversely impacting the safety, security, or well-being of those living around you while ensuring that property values and building integrity are preserved.

1. **All architectural modifications and additions to an owner's unit must be approved by the Board of Directors.**
2. The interior hallways must remain clear and undecorated outside each unit's door. The only items acceptable to be placed outside of your unit in the hallway are: one door mat measuring no larger than 24x36 (to fit within the frame of your door), and/or one wreath or swag (hung in a manner to not cause damage to the door). All other personal items and decorations in the hallways, on unit doors, or elsewhere in the common areas, are prohibited. Examples of such items include, but are not limited to, shoes, umbrellas, furniture, flowers, planters, statues, hardware, electronic equipment, pictures, and signs. Realtor lock boxes and deliveries are acceptable. Owners shall keep their door mat and wreath in a clean, neat, and orderly condition if they choose to have them.
3. No window coverings (including but not limited to curtains, shutters, blinds, etc.) shall be installed or hung in any window of any unit unless they are (i) white horizontal blind-style window treatments or (ii) any other window treatment approved in writing by the Association.
4. Screens are permitted to be installed on windows in individual units. Architectural approval must be obtained prior to installation. Framing of screens must match the color of the window framing.
5. Residents and contractors shall store construction equipment and supplies only within the unit and are required to provide the Association Manager a list of any hazardous or flammable materials being stored.
6. Working Hours: 8:00 a.m. to 6:00 p.m. No work creating a disturbance to the common areas or your neighbors is allowed outside of these hours unless it is of an emergency nature or approved in advance by the Board.

ONE HUNDRED EAST

7. If the work requires access to common areas (including roof, maintenance closets, etc.) or other units, such access must be coordinated through the Association Manager.
8. Contractors/service people must provide their own off-site refuse disposal. There are no dumpsters on site for construction refuse.
9. All contractors should be licensed and bonded.
10. Any work that will create an odor and/or a potential nuisance or risk to the safety of others must be scheduled with the Association Manager at least seventy-two (72) hours in advance.
11. If the work to be performed requires modification to the gas, plumbing, electrical, building envelope, or structural integrity of the space, the unit owner is required to have approval from the Board of Directors prior to beginning work. Utility work done beyond the reasonable owner scope will require the appropriate license.

Parking

1. Parking spaces are located in the parking garage adjacent to 100 East that is owned and operated by the City of Greenville. Parking spaces shall be available to owners of 100 East pursuant to the terms and conditions of the Parking Agreement by and between the City of Greenville and 100 East which is incorporated herein by reference and attached as Exhibit A.
2. Each unit will initially be assigned one (1) license and right to use a parking space. The Board of Directors shall have the right to assign and reassign to each Unit the exclusive license and right to use additional parking space(s) based on a priority system using the Percentage Interests applicable to each unit and more fully described in the Master Deed.
3. No boats, boat trailers, recreational vehicles, travel trailers, tractor-trailers, other trailers, disabled vehicles, or tents are to be parked in the garage.
4. No major automotive repair or service is to be performed. Prohibited work includes, but is not limited to, oil changes, tune-ups, work requiring a hoist or jack (other than flat tire changes), and any work requiring a hood to be open for more than 2 hours. Routine services such as towing, jump-starting or battery replacement, windshield repair or replacement are allowed.
5. Absolutely no parking is permitted at any time in the fire lanes. Greenville Police Department enforces the fire lanes. Fines will be assessed against the owner of the vehicle by the Police Department and/or the vehicle will be towed by a designated service provider.

ONE HUNDRED EAST

6. No loitering or uses of the parking garage for any but the above purposes. Violators will be considered trespassing on private property and may be subject to prosecution or towing of vehicle at owner's expense.

Waste and Recycling

1. All trash and garbage must be placed in plastic bags and tied securely before being placed in the trash chute. Large and/or loose items must never be placed in the trash chute. Fines will be assessed for any large/loose items placed in the trash chute.
2. Owners are responsible for the removal from the property of all extra-large trash items including but not limited to old appliances, carpet, padding, furniture, etc. Such items are not to be left in the room containing the trash chute. The waste management company will not pick up items inside the room containing the trash chute. Owners will be charged for the expense of removing abandoned items.
3. Ninety gallon recycling bins are available in the trash chute rooms so that residents can conveniently support the recycling effort. Please place recyclable trash items (e.g. plastic, cardboard, and paper) in these containers. Please thoroughly rinse all containers before placing them in the bins.

The following items ARE acceptable inside the recycling bins:

- Mixed paper, including magazines, bulk mail, phone books, newspapers, paper bags, etc.
- Cardboard and beverage containers. No pizza boxes with heavy grease or cheese residue and no take-out boxes. Remove all non-paper packaging such as styrofoam or sealed-air product. Boxes must be flattened and placed inside containers. Compressed boxes in the bin will allow room for others to recycle.
- Aluminum cans, foil and pie pans, steel cans (labels can remain attached).
- Plastic bottles and jugs, but only those with a "neck".
- Plastic food and beverage containers, if all food and grease is removed.

ONE HUNDRED EAST

The following items are NOT accepted for recycling:

- No glass jars or bottles will be accepted (Effective 1 March 2016).
 - No ceramic items, window glass, drinking glasses or mirrors.
 - No plastic bags (grocery or trash, including to contain recyclable items), no bubble wrap, and no styrofoam. If you need to dispose of large cartons or if the bins are full, take them to the city recycling center at 800 Stone Avenue or 514 Rutherford Road. Do not leave anything on or next to the recycling bins.
4. Under no circumstances is garbage or trash permitted outside any unit—in the hallways, in the pool area, or trash chute rooms—with the intention of later removal. Fines will be assessed for garbage or trash left outside a unit.

Pets

1. Pets outside an individual unit must be kept under control at all times. Under no circumstances are pets (dogs, cats, etc.) allowed outside the unit unless they are on a leash or being held.
2. Pet owners shall not let their pets void inside the building or garage.
3. All pet waste must be immediately disposed of properly. Pet owners are responsible for the removal and proper disposal of the waste in trash bins.
4. No pets shall become a nuisance to the community or destroy property.
5. Pets must not unreasonably disturb neighbors (e.g. barking, howling, etc.). Please be mindful of the neighbors below you when choosing toys for your pet.
6. No pet may be tied or left unattended in any common area.
7. The breeding of animals for commercial purposes is prohibited.
8. All pets must registered and inoculated as required by law.

ONE HUNDRED EAST

9. It is the responsibility of the owner of the unit to ensure that the rules and regulations for pets are respected, whether it is they, their renter, or someone else (e.g., dog sitter, visitor with a pet) who is with a pet on the property.
10. Please see the Master Deed, Section 6.20 for specifics on restrictions and consequences for repeated violations, including the Association's right to require the owner to remove the pet permanently from the property.

Leasing Permit Policy

In order to comply with the eligibility of requirements for financing in the secondary mortgage market, leasing of Units shall be allowed only in accordance with and subject to the requirements of Section 8.6 in the Master Deed. "Leasing" as used in this Section shall mean the regular and exclusive occupancy of a Unit by any Person other than the Owner or the immediate family of the Owner. There are several important items that every investor/owner should consider in leasing his unit. These items not only help ensure the success of the owner-tenant relationship, but also contribute to the successful operation of the Association to which the investor/owner is a member.

1. "Leasing" as used in this Section shall mean the regular and exclusive occupancy of a Unit by any Person other than the Owner or the immediate family of the Owner.
2. No unit may be leased unless the owner of the unit shall first have applied for and thereafter received from the Board a "Leasing Permit", which shall establish the terms and duration pursuant to which an owner shall be permitted to lease a unit.
3. A permit must be applied for and issued (if approved) by the Association Manager prior to the renting of the unit.
4. Only 24 units may be leased at any one time.
5. All regime fees and/or assessments must be current in order to obtain a leasing permit.
6. Once a leasing permit has been issued, the unit owner has ninety 90 days from the date of issuance to secure a tenant (renter). If the unit owner has not obtained a tenant, the permit will be forfeited. However, the owner may request a 30-day extension provided he produces proof of advertising of the unit for rent to the Association Manager. Documentation must be provided upon request until the unit is rented. If the unit owner fails to provide documentation, the permit is withdrawn.
7. The owner shall notify the Association Manager when the unit has been vacated by the tenant or when there is no longer a valid lease.

ONE HUNDRED EAST

8. Per the Master Deed, all leases must be in writing and for a period of not less than one month. All leases must be in conformance with, and make specific reference to, the legal documents of the Association. The property owner is ultimately responsible for his tenants to abide by all provisions and restrictions imposed by the Association's legal documents, regardless of whether he resides in the unit. If a tenant violates the documents or rules and regulations, the owner shall also be held responsible.
9. A copy of the lease agreement with each page of the current rules and regulations initialed by the lessee(s) incorporated therein must be provided to the Board and the Association Manager to be kept on file.
10. A "lease-to-own" agreement between seller and buyer of a unit requires a valid leasing permit.
11. No timeshares, hotel-type tenancy, or equivalent programs (e.g., VRBO, AirBNB) are allowed.
12. Leasing permits are assigned to a unit and do not convey.
13. There is a \$100.00 Annual Lease Permit Administration Fee for all current leasing permit holders. If 24 units are currently leased when an owner applies for a lease permit, said owner may request to be added and maintained on the waitlist. These fees are necessary to cover overhead associated with the management of our rental units.
14. An owner must notify the Association's Board of Directors or Property Manager of all current occupants of the unit, including children. This notification should not only include the names of each occupant but the phone number of the unit, the number of vehicles used by the occupants, the number and type of any pets (if permitted) and so on.
15. All tenants must be given a copy of the legal documents and any rules or regulations that have been adopted by the Association's Board of Directors. Tenants should be informed that this information is being provided to them because they are a part of the Association by virtue of their residency and are obligated to obey the provisions of the documents.
16. Increasingly, many Association Boards are encouraging tenants to participate on the committee structure of the association. Even though the tenant has no vote on Association matters, by virtue of their residence they are a part of the community and may be allowed and encouraged to participate in the Association's activities.

ONE HUNDRED EAST

17. An owner who chooses not to manage his/her unit through the Association's approved vendor, Tons of Rentals, must collect from the tenant a security deposit sufficient to cover lost rent and/or damage, as well as the first month rent.
18. The unit owner is absolutely obligated to pay all of the condominium fees; since they are a covenant running with the land, all special assessments of the Association; increase in taxes, move-in charges; maintenance costs; or any special fees or charges imposed by the Association.
19. All leases must be approved by the Board and include provisions for the tenant obeying the By-Laws, Declaration and Rules and Regulations of the community, including the payment of any fines for rule violations, written legal termination procedure, penalties for late rent payment, method and location of rent payment, security deposit return and deduction procedure, with a written acknowledgment by the tenant that he has received and accepts all of the conditions.
20. Any violations of the Declaration, By-Laws or these Rules and Regulations may result in a flat or daily fine or in more serious situations, eviction proceedings. All fines, costs and legal fees will be charged to the unit owner.
21. In the event of non-compliance, the Board reserves the right to prohibit a tenant from occupying a unit until the owner complies with all leasing requirements. The Board reserves the right to initiate legal proceedings against the tenant and/or the owner for breach of any of the rules.

100 East has amenities that sets it apart from other downtown condominiums. The swimming pool and grilling area add value to the property and can bring residents of the community together as a gathering place to meet, relax, and socialize. Rules and regulations surrounding these amenities are primarily for the safety of residents and their guests, but maintaining the investment and ensuring their enjoyment for others are also important.

Pool

1. No lifeguard is on duty. Residents and guests swim at their own risk. 100 East is not responsible for injuries or accidents to residents or guests.
2. Pool parties are not permitted. No organized activity or group that may interfere with any resident's use of the pool is allowed. Please use discretion in the number of guests you bring to the pool.
3. The pool may be used from 7:00 a.m. to 10:00 p.m. each day during the season designated by the Association. Seasonal openings and closings will be communicated by the Association Manager.

ONE HUNDRED EAST

4. The pool telephone is for emergency use only. (Dial 911)
5. Showers are required before swimming.
6. Any person having an apparent skin disease, sore or inflamed eyes, cough, cold, nasal or ear discharge, or any communicable disease is excluded and prohibited from using the pool.
7. Flotation devices are not permitted in the pool.
8. No diving, running, pushing, wrestling, snapping towels, excessive splashing, or causing undue disturbance in or about the pool or surrounding areas. No horseplay.
9. Audio / music devices are to be used at a low volume level only and must not interfere with the enjoyment of other members.
10. No glass containers of any kind are allowed inside the pool area. Owner will be assessed a \$1,000.00 fine for any glass that they, their renters, or their guests bring inside the pool area or dispose of inside the pool area. In the event glass is broken in the pool area, the pool will be closed, drained, and the bottom cleaned according to SC Department of Health and Environmental Control requirements. The cost for this required work will be assessed to the responsible owner. DHEC governs broken glass in the pool area, not the Board. **Note: This includes bringing bottles onto the rooftop pool area in a cooler with the intent to pour into plastic cups.**
11. Proper attire is required at all times. Cut-off jeans or other frayed clothing and diapers are prohibited in the pool. Please remove all loose metal objects, i.e. bobby pins, jewelry, clips, etc. due to potential risk of clogging filters and damaging equipment.
12. No food, tobacco products, or similar items allowed within four (4) feet of the pool. Use trash containers for disposal.
13. Pets or animals are not permitted on the rooftop pool area.

Moving

1. Move-in shall be conducted between 8:00 a.m. and 10:00 p.m. Monday through Saturday and from 10:00 a.m. to 8:00 p.m. on Sunday.
2. Moving trucks may not block cars or impede traffic. Items being moved may not impede walkways and hallways.

ONE HUNDRED EAST

3. Pods or temporary storage containers are not permitted.
4. Owner/resident must be present to allow access to the building.
5. The Brown Street city elevator is recommended to minimize damage and wear and tear to interior elevators.
6. Exercise care not to scuff or mark the common area walls and floors during the moving. Owners/residents will be responsible for any damage.
7. Noise must be kept to a minimum during the move in so as to not disturb neighbors.
8. All boxes must be broken down and disposed of inside the recycling bins or off site dumpsters. Boxes and personal items are not to be left next to or outside the recycling bins or in the room containing the trash chute.
9. Greenville County has disposal facilities available for oversized or banned materials with details on their web site.
10. If you have oversized boxes or a large quantity of boxes related to your move, please consider taking them to the Greenville Recycling Centers at 800 Stone Avenue or 514 Rutherford Road to avoid filling all the recycling bins so that all residents have an opportunity to recycle.

Enforcement Procedure

Glass in Pool Area:

- Owner will be assessed a \$1,000.00 fine for any glass brought inside the pool area. **No warnings will be given.**

Parking:

- Parking in fire lanes, handicap spaces, or other reserved spaces could result in towing and the potential for fines on the first occurrence.

Safety/Security/Health Violations (including Pets, Waste and Recycling, Pool, Grills):

- First violation—owner will receive a warning notice detailing the violation.
- Second violation—owner will be assessed a fine of \$50.00 and potentially lose applicable privileges (e.g., pets, pool, grills).

ONE HUNDRED EAST

- Third violation—owner will be assessed a fine of \$150.00.
- Repeated violations of the same kind—owner will be fined \$250.00 for each subsequent occurrence.

All Other Violations (excluding those listed above and Leasing Violations):

- First violation—owner will receive a warning notice.
- Second violation—owner will be assessed a fine of \$25.00.
- Repeated violations of the same kind—owner will be fined \$50.00 for each subsequent occurrence.

Reporting:

- All reports of violations should be reported to the Association Manager with relevant specifics (time, date, location, and description of the person and the act).
- *In cases where the community has been exposed to intentional and unnecessary risk (e.g., tampering or manipulating safety/security devices, etc.), the Board reserves the right to skip warnings and progress directly to an appropriate fine.* The owner will always be responsible for damages that may occur or cleanup required as a result of any violation in addition to fines.