

THE BRIO
RULES AND REGULATIONS
Adopted 8/4/2011

For clarity and in conjunction with the use restrictions as set forth in the Master Deed, The Board of Directors has established the following guidelines for the Brio.

GENERAL

1. All non-residents (including but not limited to guests, repair personnel, maid services, etc.) are to be granted entry through the callbox only. If a resident allows any non-resident entry into/onto the premises, the resident will be help responsible for any problems that occur as a result of improper authorization of entry onto the property.
2. All Brio recreational facilities (fitness center and pool) are for the exclusive use of the Brio residents and their guests. Residents are responsible for the conduct and safety of their guests at all times. **All guests must be accompanied by a Brio resident.** Because the Brio facilities are for the enjoyment of residents, frequency of in-town guests should be limited and the covenants limit the number of guests that may accompany any resident to two (2) per Unit at any time. Discretion should be exercised and sensitivity to residents' enjoyment should be a first priority.
3. The Master Deed in article 13.7 prohibits the creation of noise or nuisance between the hours of 11:00 p.m. and 7:30 a.m. that can be heard by persons in another Unit. The use of fireworks of any kind is not permitted on the property. Everyone should be aware and considerate of immediate neighbors and all other residents within the Brio.
4. The Brio is not responsible for any personal property loss or damage that may occur on or within any of the common areas (including but not limited to the pool area, fitness center, lobby, elevator, etc.).
5. All exterior architectural modifications and additions must be approved in advance by the Brio Board of Directors. This also includes any decorative changes to the balconies, walls, hallways, pool, lobby and fitness center.
6. 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 have a white lining or backing on the side exposed to the window.
7. No cooking grills of any kind are to be used or stored on any patio or balcony. This is a city fire code ordinance and fines will be levied by the fire department. Any fines incurred will be the sole responsibility of the Unit owner. Ignoring this could result in personal liability to you in case of fire.

8. The hanging of any object (including but not limited to flags, towels, articles of clothing, bedding, rugs, etc.) on or from balcony rails is strictly prohibited at all times.
9. Per section 16-164 of the Greenville City Ordinance, smoking is not permitted in any of the common areas (including but not limited to the lobby, hallways, elevators, pool, fitness center, etc.). You must take all precautions to prevent smoke from seeping into the common areas of the Brio. Smoke from a private unit may not infiltrate any of the common areas. **Please use containers for discarded cigarette butts at each entrance. Fines will be assessed for littering or improper disposal of cigarette butts.**
10. If personal entrance floor mats to individual units are used they should NOT extend beyond the doorway inset (i.e. they are not visible as one looks down the hallway). Mats should be in general keeping with the color tones of the floor and should not stand out.
11. The Brio is a privately owned condominium facility and is predominately owner occupied. It is not an apartment facility, therefore, please be considerate and take personal responsibility to prevent damage or soiling of walls in all Common areas, particularly the in the halls next to the elevator.
12. Access to certain common areas of the Brio is restricted for the safety and protection of everyone. If access to any of the following areas is needed, please contact N&H Enterprises, Inc. at 864.467.1600: janitorial store room, cable and telephone room, electrical room, elevator room, roof, office, pump room, etc.

PARKING

1. Parking inside the fence is for residents/owners and is **by permit ONLY. Towing is enforced.** Additional parking for residents is located outside the gates.
2. Guests may NOT park inside the gate.
3. Long-term parking (over 7 days) is permitted only at the rear parking lot behind the pool.
4. Handicapped parking is provided as required. These spaces should be vacant during the hours of 9:00 a.m. and 9:00 p.m. and used for loading and unloading. After 9:00 p.m. one space at the pool gate is available for overnight parking for residents.
5. Three parallel parking spaces are provided for compact/economy cars. These should be utilized by smaller cars to free up other spaces for larger vehicles. SUV's are not economy cars.

6. Five additional parallel parking spaces have been added outside of the gate and are provided by New City Development. Parking in these spaces is at the vehicle owner's risk.
7. No loitering or use of the parking lot for any but the above purposes is permitted. Violators will be considered trespassers on private property and may be subject to prosecution or towing of vehicle at owner's expense.
8. No travel trailer, tractor-trailer, disabled vehicle, recreation vehicle or tent is to be parked, erected or permitted to remain on the property.
9. No boats, boat trailers, or other trailers may be kept or parked on the property.
10. Car washing and ANY automotive work (except to jump-start a battery or change a tire) is not allowed in the parking lot.
11. Vendors, repair personnel, etc. are required to park outside fenced parking. Any needed access to the fenced parking lot is the responsibility of the homeowner.
12. If parking decal is not displayed your car will be towed, without receiving warning.

WASTE MANAGEMENT

1. All trash and garbage should be placed in plastic bags and tied securely. All excess trash (e.g. boxes, packaging materials, papers, etc.) is to be deposited inside the dumpster. Under no circumstances is garbage or trash permitted outside the dumpster, outside any unit (in hallways or on balconies) with the intent of later removal. Fines will be assessed for garbage or trash not deposited inside the dumpster or for trash left in any common areas of The Brio.
2. Owners are responsible for the removal from the property of all old appliances, carpet, padding, furniture, bedding, etc. Such items are not to be left by the dumpster. The waste management company will not pick up any items left outside the dumpster. Owners will be charged for leaving such items.

PETS

1. There is a leash law in the City of Greenville that applies to the Brio. Under no circumstances are pets (dogs, cats, etc.) allowed outside the Unit unless they are on a leash.

2. The Brio Master Deed limits each condo unit to one small dog or cat (not to exceed a total weight of twenty five pounds). Please see section 13.9 for specifics.
3. Pet owners are required to curb their pets away from the grounds surrounding the building. A pet area has been provided for this purpose and pet owners are responsible for the removal of the waste. A dispenser has been provided at the pet area. Owners are not to curb their pets on any grass areas inside the fenced area (parking lot side or courtyard side). **Fines will be assessed for improper curbing of pets.**
4. No pets are to become a nuisance to the community or destroy the property. Pets cannot unreasonably disturb neighbors, e.g. barking, howling, etc. The breeding of animals for commercial purposes is prohibited.
5. No pet may be tied, chained, fenced, or staked in any common area including a resident's patio or balcony.

POOL

1. No lifeguard is on duty. Swim at your own risk. The Brio is not responsible for injuries or accidents to residents or guests.
2. DHEC strictly prohibits all pets or animals within the enclosed pool area. DHEC will close the pool for the season if any violations are reported.
3. Pool parties are not permitted. No organized activity or group that may interfere with any resident's use of the pool is allowed. Only two guests per unit are allowed at any time.
4. The pool may be used from 8:30 a.m. to 10:00 p.m. each day during the designated season. The pool is open from Memorial Day weekend to Labor Day weekend (and may be extended depending on the weather).
5. The pool telephone is for emergency use only. Dial 911.
6. An adult must accompany children under 14 years of age.
7. Showers are required before entering the pool.
8. 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.
9. No children wearing diapers are permitted in the pool. Children not completely toilet trained must wear leak-proof swimwear.

10. Parents of children using any floatation devices must be in the water with the child or at the water's edge supervising. Note that these devices state that they are **not** to be relied upon for lifesaving purposes.
11. No diving.
12. No running, pushing, wrestling, "horse play" or games that may interfere with or cause undue disturbance of any resident's use of the pool is allowed.
13. DHEC strictly prohibits glass containers of any kind in the pool area at any time. In the event glass is broken, DHEC will close the pool. The pool will have to be drained and the bottom cleaned, and the cost for this will be assessed to the responsible Brio owner.
14. No food, cigarettes, cans or similar items are allowed in the pool. Use trash containers for disposal.
15. Radios and CD players are to be used at a low volume level only and may not interfere with the enjoyment of other residents or guests.

FITNESS CENTER

1. The use of the fitness equipment is at your own risk.
2. Headphones are to be used with radios or CD players.
3. An adult must accompany persons under 16 years of age.

LEASING POLICY

1. Per the Master Deed, leases must be approved by the Brio Board of Directors.
2. Per the Master Deed, leases must be a minimum of twelve (12) months. Leases for less than twelve months are not permitted and will not be considered valid. The Association's rules and regulations, moving guidelines, lease addendum and pool rules must be made a part of the lease and signed by the tenant(s) prior to their moving in.
3. Copies signed by the owner and tenant(s) of the lease, rules and regulations, moving guidelines, lease addendum, and pool rules incorporated therein must be provided to the property manager.

MOVING

1. Contact the property manager at N&H Enterprises, Inc. at least 48 hours prior to your expected move. If you plan on moving on the weekend, please contact the association manager the Thursday before your move. N&H will

arrange for the elevator pads to be installed. There is a \$35.00 fee for this service.

2. Failure to notify N&H of any move or the delivery of furniture or large appliances prior to your move or delivery will result in a fine of \$100, plus the cost of any damages associated with the move.
3. All moving and delivery of furniture or large appliance must be made through the Church Street entrance **only**.
4. Propping the Church Street door open is strictly prohibited. This is a breach of the Brio security and creates an unnecessary energy expense.
5. Clearance for doorways:
 - a. Delivery doorway (Church St. entrance) is 32" x 79"
 - b. Fire door (at elevator) is 30 ½" by 79"
 - c. Elevator is 49" x 76" (floor space) and 41" x 84" (door opening)
 - d. Condo entrance door is 33" x 79"
6. Moving cannot commence before 9:00 a.m. and should end before 10:00 p.m.
7. Any damage to the Association's common areas including by not limited to walls, doors, carpet, tile, elevator, etc. is the responsibility of the owner and charges will assessed for repairs.
8. Should the elevator malfunction due to moving and the Association incurs any costs to repair, the Unit owner shall be responsible for all associated costs and shall be required to reimburse the Association.

ENFORCEMENT PROCEDURES

1. Parking
 - a. If your parking decal is not displayed, your vehicle will be towed, without warning.
2. All other violations
 - a. Non-Safety/Non-Security Violations
 - i. A first time violation: owner will receive a warning letter.
 - ii. A second time violation: Fine of \$50
 - iii. A third time violation: Fine of \$100
 - iv. Repeated violations of the same kind: owner will be fined \$200 for each subsequent occurrence.
 - b. Safety/Security violations
 - i. Owner will be assessed a \$150 fine with a letter explaining the violation. In addition, the owner will be responsible for any damages that may occur as a result of the violation.